

Section 1: Classified Articles

Classified, Compensation, Article 10, Platform Area: Raises

Classified, Chosen Names & Trans Protections, Article 6, Platform Area: Improved Working Conditions

Classified, Quarantine Leave, Article 11, Platform Area: Improved Working Conditions

Classified, PD for All, Articles 9, Platform Area: Fully Staffed Schools

Classified, Protections from Poor Management Decisions, Article 13, Platform Area: Protections

Classified, Year-to-year verification and substitutes, Article 13, Platform Area: Fully-Staffed Schools

Classified, Emergency Coverage, Article 24, Platform Area: Working Conditions

Section 2: Certificated Articles

Certificated, Compensation, Article 11, Platform Area: Raises

Certificated, Protections from Poor Management Decisions, Article 11, Platform Area: Protections

Certificated, Substitutes, Article 11, 26 and 3, Platform Area: Fully-Staffed Schools

Certificated, Emergency Coverage, Article 6 24, Platform Area: Working Conditions

Certificated, Chosen Names & Transgender Protections, Article 5, Platform Area: Improved Working Conditions

Certificated, Site-Based Meetings, Article 7, Platform Area: Improved Working Conditions

Certificated, Prep Time, Article 7, Platform Area: Improved Working Conditions

Certificated, Class Size, Article 9, Platform Area: Student Supports

Certificated, Quarantine Leave, Article 10, Platform Area: Improved Working Conditions

Certificated, Leaves, Article 10, Platform Area: Improved Working Conditions

Certificated, Support Services, Article 15, Platform Area: Fully Staffed Schools

Certificated, PD for All, Article 18, Platform Area: Fully Staffed Schools

Certificated, Role Protections For Nurses and Social Workers, Article 37, Platform Area: Fully-Staffed Schools

Certificated, Community Schools, Article 41, Platform Area: Student Supports

Section 3: Additional Agreements

How to read this document

The first section of this document contains all the agreed upon changes to the Classified Contract starting with compensation and then proceeding in order of article number. You can reference the [Classified Contract](#) which is also posted on uesf.org.

The second section of the document contains all the agreed upon changes to the Certificated Contract starting with compensation and then proceeding in order of article number. You can reference the [Certificated Contract](#) which is also posted on uesf.org.



Each contract change has its own box based on the original platform demand and proposal intent. There is a summary statement then part labeled “Agreed Upon Language” and then part labeled “If ratified,...” The agreed upon changes are included in the part of the box labeled “Agreed Upon Language” When we pass proposals back and forth, new language to the contract is underlined and contract language that will be deleted is crossed out. That is preserved. The next part of the box is labeled “If ratified, ...” The language shared there is a cleaner version that is basically what would be in a CBA if the tentative agreement is ratified.

Section 1: Classified Articles

Classified, Compensation, Article 10, Platform Area: Raises

Summary Statement:

The classified compensation package is the cornerstone of our historic agreement. It is the living expression of “meaningful and equitable” raises in our contract campaign.

Classified educators won an additional 2 floating holidays, 1 additional paid PD day and an increase from \$250 to \$750 yearly stipend for paraeducators working at High Potential Schools. All classified educators will now receive a minimum of \$30 an hour or an 8% increase, whichever is greater, in the first year. The second year, all classified educators will see a raise totalling 5%, split with 3% in July 2024 and 2% in January 2025. All raises get applied to the “base pay.”

The steps are maintained with 4% increases for Step 1-5 and 3% for Step 6 (at 8 years) and Step 7 (at 11 years). The longevity rate is now 1% increase at year 5, 2% at year 10, 3% at year 15 and 4% increase at 20 years.

Agreed upon language:

10.2.4 Floating Holidays

10.2.4.1 After six (6) months of active service, all Bargaining Unit personnel are entitled to take ~~four (4)~~ six (6) Floating Holidays, the scheduling of which shall be according to section 10.2.4.2.

10.2.4.2 For School Term Employees, and unlike vacation scheduling, Floating Holidays are to be taken during the regularly scheduled school year. Prior approval shall be required if the Floating Holiday is being requested on a student attendance day.

13.1.1 ~~2017-2018 School Year~~ 2023-2024 School Year

13.1.1.1 Effective July 1, 2023, the salary schedules and hourly rates in Appendix C shall be adjusted to reflect a thirty dollar (\$30) per hour minimum hourly rate, or an eight percent (8%) increase, whichever is greater. The salary schedules



	<u>shall be adjusted to reflect a 4% increase at each step for steps 1 through 5 and a 3% increase at career increment A and B.</u>
13.1.1.2	<u>For Summer School, the foregoing increases shall take effect beginning with the first paraprofessional workday of the summer session in 2018-2024.</u>
13.1.1.3	In addition to the foregoing, unit members shall receive a one-time, off the schedule payment equal to two percent (2%) of their annual salary based on their step placement as reflected on the 2017-2018 Salary Schedules (Appendix C) after the application of section 13.1.1.1 above.
13.1.1.3.1	This one-time, off the schedule payment shall be made in one installment, as soon as practicable.
13.1.1.4 3	Except as provided above, the foregoing increase shall be implemented as soon as practicable following ratification of the 2017-2020 <u>2023-2025</u> Collective Bargaining Agreement.
13.1.1.5	A committee of no more than four (4) members per party shall be formed no later than sixty (60) days after ratification of this Agreement to review the salary schedule of the C10 classification and, by April 30, 2018, make recommendations to the SFUSD Superintendent and UESF President on whether the schedule should be increased. Any agreements shall be promptly implemented and inserted into the contract.
13.1.2	<u>2018-2019 School Year 2024-2025 School Year</u>
13.1.2.1	<u>Effective July 1, 2018, the salary schedules and hourly rates in Appendix C shall be adjusted to reflect a four percent (4%) increase. Effective July 1, 2024, the salary schedules and hourly rates in Appendix C shall be adjusted to reflect an five percent (5%) increase, 3 percent in August 2024 and 2 percent in January 2025</u>
13.1.2.2	If total unrestricted general fund revenues for the 2018-2019 school year, as stated in the 2018-2019 Unaudited Actual Report, exceed the amount stated for the 2018-2019 school year in the multiyear projection contained in the 2017-2018 adopted budget, the parties shall meet and confer to adjust the salary agreement if both parties agree that sufficient funds are available. Any such adjustments shall be prospective only.
13.1.2.3	Repurposing of QTEA Professional Development Hours & QTEA Impact & Innovation Awards – See Appendix F, Addendum G.
13.1.2.3.1	Effective July 1, 2018, and continuing thereafter, QTEA will contribute \$150,000 of the QTEA Impact & Innovation Awards to the Unrestricted General Fund to support salary increases for the 2019-2020 school year and onward for certificated and classified unit members. QTEA will continue to fund \$450,000 of the Impact & Innovation Awards.
13.1.3	<u>2019-2020 School Year</u>
13.1.3.1	Effective July 1, 2019, the salary schedules and hourly rates in Appendix



~~C shall be _____ adjusted to reflect a four percent (4%) increase.~~

~~13.1.3.1-12~~ Effective July 1, 2019, QTEA will contribute an additional \$4,208,743 (the cost of 1% salary increase for the UESF bargaining unit calculated as of Fall 2017) to the Unrestricted General Fund to support salary increases for certificated and classified unit members. This contribution is derived from the items in Appendix E, Addendum G, which includes UESF Certificated Articles 11.2.2.4, Article 11.1.2.3.1.1, and the following (see Appendix E, Addendum G):

~~13.1.3.1-12.1~~ Effective July 1, 2019, and continuing thereafter, QTEA will contribute funding previously dedicated to the remaining eight (8) hours of professional development for paraprofessional/paraeducators to the Unrestricted General Fund to support salary increases for the 2019-2020 school year and onward for certificated and classified unit members.

~~13.2~~ **Longevity Pay** ~~—All United Support Personnel with ten (10) or more years of District service shall receive an additional longevity payment of \$0.30 per hour. All United Support Personnel shall receive additional longevity pay according to the following:~~

■ 13.2.1 Unit members with at least five (5), but less than ten (10), years District service shall receive longevity pay in the amount of one percent (1%) of their hourly rate.

■ 13.2.2 Unit members with at least ten (10), but less than fifteen (15), years of service shall receive longevity pay in the amount of two percent (2%) of their hourly rate.

■ 13.2.3 Unit members with at least fifteen (15), but less than twenty (20), years of service shall receive longevity pay in the amount of three percent (3%) of their hourly rate.

■ 13.2.4 Unit members with at least twenty (20) years of service shall receive longevity pay in the amount of four percent (4%) of their hourly rate.

13.23 High Potential Stipend

13.23.1 For the duration of the Quality Teacher & Education Act (Prop A) parcel tax, unit members who serve at high potential schools shall receive a stipend of seven hundred and fifty dollars (\$750) per year.

9. Hours of Work and Work Year

9.1 The regular work week of a full-time unit member shall consist of not more than five (5) work days within a seven (7) day period (Sunday through Saturday).

9.2 The length of the regular work day shall not exceed eight (8) hours of service.

9.2.1 Each unit member shall be assigned a fixed regular number of work hours which can only be changed as provided for in Article 21, Effects of Layoffs. Every effort shall be made to maintain paraprofessional/paraeducator work schedules after the first 15 student instructional days of the school year. Thereafter, required changes in a paraprofessional's/paraeducator's work schedule shall be by mutual



consent wherever possible. If the change in the paraprofessional's/paraeducator's work schedule cannot be made by mutual consent an explanation on the need for the change shall be provided by the administrator to the paraprofessional/paraeducator.

9.2.2 United Support Personnel who work with classroom teachers may be granted one (1) hour planning time per week for necessary preparations.

9.2.3 Commencing with the 2018-2019 school year and continuing thereafter, the work year for all United Support Personnel shall be increased by one (1) District Professional Development Day. The funding for this additional day will come from ten (10) hours of QTEA paraeducator/paraprofessional PD, leaving eight (8) hours remaining in the QTEA PD allocation. Commencing with the 2024-2025 school year, the work year for all United Support Personnel shall be increased by one (1) additional District Professional Development Day.

9.2.3.1 The day shall be scheduled by mutual agreement between the District and the Union for Early Education paraeducators/paraprofessionals, and prior to the start of the student instructional year for all other United Support Personnel.

9.2.3.2 The distribution of these hours will be determined through mutual agreement between the District and the Union.

9.2.3.3 For this additional day, no paraprofessional/paraeducator will receive less than \$190/day if seven (7) hours are worked.

If ratified, the contract language will be:

10.2.4 Floating Holidays

10.2.4.1 After six (6) months of active service, all Bargaining Unit personnel are entitled to take six (6) Floating Holidays, the scheduling of which shall be according to section 10.2.4.2.

10.2.4.2 For School Term Employees, and unlike vacation scheduling, Floating Holidays are to be taken during the regularly scheduled school year. Prior approval shall be required if the Floating Holiday is being requested on a student attendance day

2023-2024 School Year

13.1.1.1 Effective July 1, 2023, the salary schedules and hourly rates in Appendix C shall be adjusted to reflect a thirty dollar (\$30) per hour minimum hourly rate, or an eight percent (8%) increase, whichever is greater. The salary schedules shall be adjusted to reflect a 4% increase at each step for steps 1 through 5 and a 3% increase at career increment A and B.

13.1.1.2 For Summer School, the foregoing increases shall take effect beginning with the first paraprofessional workday of the summer session in 2024.

13.1.1.43 Except as provided above, the foregoing increase shall be implemented as soon as practicable following ratification of the 2023-2025 Collective



Bargaining Agreement.

13.1.2 2024-2025 School Year

13.1.2.1 Effective July 1, 2024, the salary schedules and hourly rates in Appendix C shall be adjusted to reflect an five percent (5%) increase, 3 percent in August 2024 and 2 percent in January 2025

13.1.2.3 Repurposing of QTEA Professional Development Hours & QTEA Impact & Innovation Awards – See Appendix F, Addendum G.

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

13.1.3 2019-2020 School Year

13.1.3.2 Effective July 1, 2019, QTEA will contribute an additional \$4,208,743 (the cost of 1% salary increase for the UESF bargaining unit calculated as of Fall 2017) to the Unrestricted General Fund to support salary increases for certificated and classified unit members. This contribution is derived from the items in Appendix E, Addendum G, which includes UESF Certificated Articles 11.2.2.4, Article 11.1.2.3.1.1, and the following (see Appendix E, Addendum G):

13.1.3.2.1 Effective July 1, 2019, and continuing thereafter, QTEA will contribute funding previously dedicated to the remaining eight (8) hours of professional development for paraprofessional/paraeducators to the Unrestricted General Fund to support salary increases for the 2019-2020 school year and onward for certificated and classified unit members.

13.2 Longevity Pay

All United Support Personnel shall receive additional longevity pay according to the following:

13.2.1 Unit members with at least five (5), but less than ten (10), years District service shall receive longevity pay in the amount of one percent (1%) of their hourly rate.

13.2.2 Unit members with at least ten (10), but less than fifteen (15), years of service shall receive longevity pay in the amount of two percent (2%) of their hourly rate.

13.2.3 Unit members with at least fifteen (15), but less than twenty (20), years of service shall receive longevity pay in the amount of three percent (3%) of their hourly rate.

13.2.4 Unit members with at least twenty (20) years of service shall receive longevity pay in the amount of four percent (4%) of their hourly rate.

13.23 High Potential Stipend

13.23.1 For the duration of the Quality Teacher & Education Act (Prop A) parcel tax, unit members who serve at high potential schools shall receive a stipend of seven hundred



and fifty dollars (\$750) per year.

9. Hours of Work and Work Year

9.1 The regular work week of a full-time unit member shall consist of not more than five (5) work days within a seven (7) day period (Sunday through Saturday).

9.2 The length of the regular work day shall not exceed eight (8) hours of service.

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

9.2.2 United Support Personnel who work with classroom teachers may be granted one (1) hour planning time per week for necessary preparations.

9.2.3 Commencing with the 2018-2019 school year and continuing thereafter, the work year for all United Support Personnel shall be increased by one (1) District Professional Development Day. The funding for this additional day will come from ten (10) hours of QTEA paraeducator/paraprofessional PD, leaving eight (8) hours remaining in the QTEA PD allocation. Commencing with the 2024-2025 school year, the work year for all United Support Personnel shall be increased by one (1) additional District Professional Development Day.

9.2.3.1 The day shall be scheduled by mutual agreement between the District and the Union for Early Education paraeducators/paraprofessionals, and prior to the start of the student instructional year for all other United Support Personnel.

9.2.3.2 The distribution of these hours will be determined through mutual agreement between the District and the Union.

9.2.3.3 For this additional day, no paraprofessional/paraeducator will receive less than \$190/day if seven (7) hours are worked.

Classified, Chosen Names & Trans Protections, Article 6 , Platform Area: Improved Working Conditions

Summary Statement:

The very first agreement came in the form of protections from discrimination for unit



members.

Both the District and UESF will not discriminate against any unit member in violation of the law, on the basis of race, color, creed, age, sex, gender, gender identity, gender expression, national origin, religion, political affiliation, domicile, marital status, sexual orientation, handicapping condition, physical appearance, or membership or participation of a recognized classified employee organization.

Trans educators will have the right to name changes, except where legally mandated. Trans and non-binary unit members will be protected from harassment at the workplace.

Agreed upon language:

Classified Article 6. Non Discrimination

6.1 Neither the District nor the Union shall discriminate against any officer or unit member of the District in violation of the law, on the basis of race, color, creed, age, sex, gender, gender identity, gender expression, national origin, religion, political affiliation, domicile, marital status, sexual orientation, handicapping condition, physical appearance, or membership or participation in the activities of a recognized classified employee organization. The District and the Union agree that all staff have a right to a positive climate and culture at the work site in regards to name changes and transition status.

6.2 Transgender Rights and Name Changes

6.2.1 Unit members shall have the right to change their names to reflect their true selves except where legally mandated, including, but not limited to changing names with payroll, benefits, the department of technology; supporting school and worksite climate. Transgender and otherwise non-binary unit members shall be protected from harassment in their workplace.

If ratified, the contract language will be:

Classified Article 6. Non Discrimination

6.1 Neither the District nor the Union shall discriminate against any officer or unit member of the District in violation of the law, on the basis of race, color, creed, age, sex, gender, gender identity, gender expression, national origin, religion, political affiliation, domicile, marital status, sexual orientation, handicapping condition, physical appearance, or membership or participation in the activities of a recognized classified employee organization. The District and the Union agree that all staff have a right to a positive climate and culture at the work site in regards to name changes and transition status.



- 6.2 Transgender Rights and Name Changes
- 6.2.1 Unit members shall have the right to change their names to reflect their true selves except where legally mandated, including, but not limited to changing names with payroll, benefits, the department of technology; supporting school and worksite climate. Transgender and otherwise non-binary unit members shall be protected from harassment in their workplace.

Classified, Quarantine Leave, Article 11, Platform Area: Improved Working Conditions

Summary Statement:

From now on, whenever a national, state or local law requires a unit member to quarantine or isolate, that member will not be docked sub days for abiding by said law.

Agreed upon language:

Classified contract 11.11

Isolation or Quarantine Leave

11.11.1 Unit members shall be granted a paid leave of absence at their regular rate of pay when they are unable to work or telework because they are required to isolated or quarantined pursuant to a federal, state, or local government public health order issued by a Public Health Officer or entity, due to a contagious disease. Where a conflict exists with any local, state, or federal health order, the more restrictive guidance controls.

11.11.2 Such leave shall not be deducted from their sick leave or other paid leave.

If ratified, the contract language will be:

Classified contract article 11: Leaves

11.11 Isolation or Quarantine Leave

11.11.1 Unit members shall be granted a paid leave of absence at their regular rate of pay when they are unable to work or telework because they are required to isolate or quarantine pursuant to a federal, state, or local government public health order issued by a Public Health Officer or entity, due to a contagious disease. Where a conflict exists with any local, state, or federal health order, the more restrictive guidance controls.

11.11.2 Such leave shall not be deducted from their sick leave or other paid leave.



Classified , PD for All, Articles 9, Platform Area: Fully Staffed Schools

Summary Statement:
Classified educators will have the option of attending up to 2 hours of staff or site based professional development per month, including regularly held UBC meetings, provided it does not interfere with regular duties. Classified unit members will be paid at their regular rate of pay, and not out of the QTEA professional development allocation.
Agreed upon language:
Classified contract: <u>Article 9.10</u> <u>9.10 Unit members shall have the option of attending up to two (2) hours of faculty meetings and/or site-based professional development per month, inclusive of regularly scheduled UBC meetings held during meetings, provided that their attendance does not interfere with their regular duties each month. Unit members shall be paid at their regular rate of pay for time spent at such activities. Such time shall not be deducted from unit member’s QTEA professional development allocation.</u>
If ratified, the contract language will be:
Classified contract Article 9: Hours of Work and Work Year Article 9.10 Unit members shall have the option of attending up to two (2) hours of faculty meetings and/or site-based professional development per month, inclusive of regularly scheduled UBC meetings held during meetings, provided that their attendance does not interfere with their regular duties each month. Unit members shall be paid at their regular rate of pay for time spent at such activities. Such time shall not be deducted from unit member’s QTEA professional development allocation.

Classified , Protections from Poor Management Decisions , Article 13 , Platform Area: Protections

Summary Statement:
As a result of the Empower disaster and decades of poor management decisions in payroll in SFUSD, we were able to ensure that within 30 calendar days of a confirmed



District error on a member's salary, SFUSD must provide payment and statement of correction. If the issue is nonpayment, SFUSD commits to 70% of payment as soon as possible, but no later than 30 calendar days.

In addition, UESF and SFUSD establish a team to review and process any payroll related issues in order to escalate member payroll issues. This team will also address requests for release time that was needed to deal with an issue and any penalties owed to the unit member.

This is not an agreement that affects the EMPOWER disaster of 2021-22 that remains unresolved. That is currently being mediated in a legal process managed by the Public Employees Relation Board (PERB).

Agreed upon language:

Classified contract:

13.4.1.1.10: Whenever it is determined that an error has been made by the District in the payment of any unit member's salary, benefits or deductions, the District shall within 30 calendar days following such determination, provide the unit member with a statement of correction and a payment to correct the error. In any instance of nonpayment, the District commits to pay 70 percent of the payment as soon as possible but no later than within 30 calendar days.

13.4.1.1.10.1 The Union and District shall establish a payroll working team and process to regularly review any payroll related issues and escalate any unit member's matters where a unit member was adversely impacted due to a District payroll error. The review team shall address any requests for release time and or any penalties owed to the unit member.

If ratified, the contract language will be:

Classified contract article 13: Pay and Allowances and Fringe Benefits

13.4.1.1.10: Whenever it is determined that an error has been made by the District in the payment of any unit member's salary, benefits or deductions, the District shall within 30 workdays following such determination, provide the unit member with a statement of correction and a payment to correct the error. In any instance of nonpayment, the District commits to pay 70 percent of the payment as soon as possible but no later than within 30 days.

13.4.1.1.10.1 The Union and District shall establish a payroll working team and process to regularly review any payroll related issues and escalate any unit member's matters where a unit member was adversely impacted due to a District payroll error. The review team shall address any requests for release time and or any penalties owed to the unit member.



**Classified, Year-to-year verification and substitutes, Article 13 ,
Platform Area: Fully-Staffed Schools**

Summary Statement:

Classified unit members will year-for-year credit for prior service with the District as a paraeducator for purposes of initial salary placement.

Updated language for an earlier version of a substitute paraeducator corps that requires the district to allocate 10 to 30 para educator subs to work consistently at HPS and high needs sites and get paid additional for being in the corps.

Agreed upon language:

Classified Contract

13.3 Initial Salary Placement

13.3.1 Unit members initially hired by the District shall be placed on step one (1) of the appropriate salary schedule for his/ her class. However, the District and the Union may mutually agree, after consultation, to designate shortage areas. Thereafter, the District may place new employees as high as Step 5 in those areas. Said advanced step placement shall be based upon the applicant's prior experience, additional training or expertise, and must be approved, in advance, by the Chief of Human Resources or designee. If the District and the Union cannot mutually agree on the designation of a shortage area, the issue shall be referred to the Superintendent for final determination. The District will provide the Union with a quarterly report of the applicants hired above Step 1.

13.3.2 Unit members shall receive year-for-year credit for prior service with the District as a paraeducator for purposes of initial salary placement.

13.20 Paraprofessional/Paraeducator Substitutes Corps

13.20.1 Paraprofessionals Substitute Corps

13.20.1.1 As soon as administratively feasible after the start of the Fall semester, the District shall identify and establish a corps of at least ten (10) and up to thirty (30) ~~six-hour paraprofessionals~~ classified substitute educators to serve in substitute assignments as designated by the District. All appointments shall be retroactive to the first day of the school year.

13.20.1.2 Corps Substitute Paraprofessionals shall be assigned to High Potential



Schools and to the ten (10) schools with the highest number of paraeducators vacancies in the prior semester. The district shall maintain a list of schools with the highest number of paraeducator vacancies, to be updated in January and June of each year.

13.20.1.3 Corps Substitute Paraeducators shall be expected to work a minimum of four (4) assignments a week. 13.20.21.4 Appointment to these positions shall be based upon application and prior experience in SFUSD, particularly but not limited to experience in the S10 and/or N10 classifications resulting in an overall evaluation rating of “satisfactory” or above for the most recent school year, and then shall be open to other USP employees of the District. Following these recruitment attempts, positions may be opened to new employees.

13.20.31.5 Corps Substitute Paraprofessionals shall begin at Step 1 of Schedule 911 of Salary Schedule C.3, including any OTEA and FWEA add-ons that probationary or permanent paraprofessionals are paid, plus a \$1 per hour differential and will be entitled to move one step each year on the 911 schedule. Corps Substitute Paraprofessionals shall receive benefits in accordance with Article 13 of the USP contract.

13.20.41.6 Corps Substitute Paraprofessionals shall have priority considerations (i.e., the right to an interview before applicants from outside the district) for non-substitute paraprofessional vacancies that occur during the course of the academic school year

13.20.2 Paraprofessional substitutes shall be paid according to salary schedule C.2

If ratified, the contract language will be:

Classified Article 13 Pay and Allowances and Fringe Benefits

13.3 Initial Salary Placement

13.3.1 Unit members initially hired by the District shall be placed on step one (1) of the appropriate salary schedule for his/ her class. However, the District and the Union may mutually agree, after consultation, to designate shortage areas. Thereafter, the District may place new employees as high as Step 5 in those areas. Said advanced step placement shall be based upon the applicant’s prior experience, additional training or expertise, and must be approved, in advance, by the Chief of Human Resources or designee. If the District and the Union cannot mutually agree on the designation of a shortage area, the issue shall be referred to the Superintendent for final determination. The District will provide the Union with a quarterly report of the applicants hired above Step 1.



13.3.2 Unit members shall receive year-for-year credit for prior service with the District as a paraeducator for purposes of initial salary placement.

13.20 Paraprofessional/Paraeducator Substitute

13.20.1 Paraprofessionals Substitute Corps

13.20.1.1 As soon as administratively feasible after the start of the Fall semester, the District shall identify and establish a corps of at least ten (10) and up to thirty (30) classified substitute educators to serve in substitute assignments as designated by the District.

13.20.1.2 Corps Substitute Paraprofessionals shall be assigned to High Potential Schools and to the ten (10) schools with the highest number of paraeducator vacancies in the prior semester. The district shall maintain a list of schools with the highest number of paraeducator vacancies, to be updated in January and June of each year.

13.20.1.3 Corps Substitute Paraeducators shall be expected to work a minimum of four (4) assignments a week. 13.20.21.4 Appointment to these positions shall be based upon application and prior experience in SFUSD, particularly but not limited to experience in the S10 and/or N10 classifications resulting in an overall evaluation rating of “satisfactory” or above for the most recent school year, and then shall be open to other USP employees of the District. Following these recruitment attempts, positions may be opened to new employees.

13.20.1.5 Corps Substitute Paraprofessionals shall begin at Step 1 of Schedule 911 of Salary Schedule C.3, including any QTEA and FWEA add-ons that probationary or permanent paraprofessionals are paid, plus a \$1 per hour differential and will be entitled to move one step each year on the 911 schedule. Corps Substitute Paraprofessionals shall receive benefits in accordance with Article 13 of the USP contract.

13.20.1.6 Corps Substitute Paraprofessionals shall have priority considerations (i.e., the right to an interview before applicants from outside the district) for non-substitute paraprofessional vacancies that occur during the course of the academic school year

13.20.2 Paraprofessional substitutes shall be paid according to salary schedule C.2



Classified, Emergency Coverage, Article 24 , Platform Area: Working Conditions

Summary Statement:
Classified members of our bargaining unit will not be serving in the place of an absent teacher.
Agreed upon language:
Newly Proposed Classified Contract: 24.2 No member of the bargaining unit shall be requested to serve in the place of an absent teacher. <u>This includes Emergency Class Coverage.</u>
If ratified, the contract language will be:
Classified Contract: Article 24 24.2 No member of the bargaining unit shall be requested to serve in the place of an absent teacher. This includes Emergency Class Coverage.

Section 2: Certificated Articles

Certificated, Compensation, Article 11, Platform Area: Raises

Summary Statement:
The certificated compensation package achieved unprecedented raises for ALL members. In total dollar amounts, on average, new and veteran members will receive close to the same annual salary increase for the life of this agreement. It is the living expression of “fair and equitable” raises in our contract campaign. All certificated members receive a \$9,000 increase to their base pay for the 1st year, retroactive to July 2023. In the 2nd year, 2024-2025, all will receive an increase of a total 5%, split into 3% in July 2024 and 2% in January 2025. All daily and hourly rates, including substitute educator pay, increase 10% in year 1 and 5% in year 2. The agreement stipulates that there is no longer a tier 1 pay rate for substitutes. So



regardless of assignments worked, substitutes are paid at one higher rate. That rate is currently 287.57. That rate will go up by 10% this year (2023-2024) and 5% next year (2024-2025). Prop A subs will be paid 80 dollars more than DTD sub rate. This also applies to Early Ed. and SLP substitutes.

Additional wins in this article include, no limit to the number of year-for-year credit for verified outside teaching in multiple categories and \$1,000 stipends for school district nurses, school social workers and special education teachers (RSP and SDC). This is in addition to the QTEA hard-to-fill stipends. We agreed to no limit for year-to-year credit for outside teaching.

Agreed upon language:

Salary Increases

11.2.1 ~~2017-2018 School year~~ **2023-2024 School Year**

11.2.1.1 ~~Effective July 1, 2017~~ 2023, the salary schedules and daily and hourly rates in Appendix B (except B11 summer school) shall be adjusted to reflect a three percent ~~(3.0%)~~ five percent (5.0%) increase. Effective July 1, 2023, the salary schedules shall be adjusted to reflect an increase of \$9,000 at each step.

Effective July 1, 2023, the daily and hourly rates in Appendix B shall be adjusted to reflect a ten percent (10%) increase.

11.2.1.2 For Summer School (B11), the foregoing increases shall take effect beginning with the first certificated workday of the summer session in 2024.

11.2.1.3 Except as provided above, the foregoing increases shall be implemented as soon as practicable following ratification of the ~~2017-2020~~ 2023-2025 ~~2024~~ Collective Bargaining Agreement.

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

11.2.1.4.2 For Core Substitutes, this one-time off the schedule payment shall be calculated and made according to sections 11.2.1.4 and 11.2.1.4.1 above. Day-to-day substitutes who ~~2017-2020 Teacher Contract 29~~ July 1, 2017 work 36 days shall receive \$200. Day-to-day substitutes who work 71 days or more shall receive \$200, in addition to the 36-day payment, for a total of \$400 for the 2017-2018 school year. Payment will be made at



~~the end of the school year or upon separation.~~

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

11.2.2 **2024-2025 School Year**

11.2.2.1 Effective July 1, 2024, the salary schedules and daily and hourly rates in Appendix B shall be adjusted to reflect a five percent (5%) increase, 3 percent in August 2024 and 2 percent in January 2025

11.2.2.2 For Summer School (B11), the foregoing increases shall take effect beginning with the first teacher workday of the summer session in 2025.

~~11.2.2.3 If total unrestricted general fund revenues for the 2018-2019 school year, as stated in the 2018-2019 Unaudited Actual Report, exceed the amount stated for the 2018-2019 school year in the multiyear projection contained in the 2017-2018 adopted budget, the parties shall meet and confer to adjust the salary agreement if both parties agree that sufficient funds are available. Any such adjustments shall be prospective only.~~

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

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

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

11.2.2.43.3 Effective July 1, 2018, and continuing thereafter, QTEA will contribute \$150,000 of the QTEA Impact & Innovation Awards to the Unrestricted General Fund to support salary increases for the 2019-2020 school year and onward for certificated and



classified unit members. QTEA will continue to fund \$450,000 of the Impact & Innovation Awards.

~~11.2.3~~ ~~2019-2020 School Year~~

~~Effective July 1, 2019, the salary schedules and daily and hourly rates in Appendix B (except B11 summer school) shall be adjusted to reflect a four percent (4%) increase.~~

■ 11.2.3.4-14 Effective July 1, 2019, QTEA will contribute an additional \$4,208,743 (the cost of 1% salary increase for the UESF bargaining unit calculated as of Fall 2017) to the Unrestricted General Fund to support salary increases for certificated and classified unit members. This contribution is derived from the items in Appendix F, Addendum G, which includes Article 11.2.2.4 and the following (see Appendix F, Addendum G.

11.2.3.4-25 Effective July 1, 2019, and continuing thereafter, QTEA will contribute funding previously dedicated to the remaining twelve (12) hours of professional development for Early Education Department teachers to the Unrestricted General Fund to support salary increase for the 2019-2020 school year and onward for certificated and classified unit members.

11.2.3.4-36 Effective July 1, 2019, and continuing thereafter, QTEA will contribute funding previously dedicated to the remaining nine (9) of professional development for TK12th grade teachers to the Unrestricted General Fund to support salary increases for the 2019-2020 school year and onward for certificated and classified unit members.

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

11.7.6 **Newly-appointed probationary unit members**

11.7.6.1 A newly-appointed probationary unit member shall receive year-for-year credit for verified outside teaching or service in full-time permanent or probationary teacher, temporary, categorical, emergency or long-term substitute status. Verified experience for unit members appointed to the area of pupil services shall include service with a public or private agency in a position requiring experience with school-age children and their parents and/or teaching experience. Nutrition education teachers shall receive credit to a maximum of five (5) increments for previous full-time work experience in the field of nutrition.

11.7.6.2 At the time of probationary appointment, if such teacher has previously served in the San Francisco Unified School District, ~~he/she~~ unit members 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.

11.7.6.3 Newly appointed teachers will be placed at the rating one greater than the number of years of credit. Whenever a “year” is referred to in determining credit for outside or former teaching experience, it is hereby defined as not less than seventy-five percent (75%) of the service which the college or school district in which the instructor or teacher was formerly employed required of regular full-time instructors or teachers. Outside teaching experience in more than one (1) college or school district in any one (1) school year may be combined for granting such outside credit.

11.7.6.4 There shall be no limit to the number of year-for-year credit for verified outside teaching in full-time permanent or probationary teacher, temporary, categorical, emergency or long-term substitute status.

11.7.8 Substitute Pay Rates

11.7.8.1 The substitute pay levels are included on Salary Schedule B11. Day to Day Substitutes shall be paid at the HX02 rate in salary schedule B11. Effective July 1, 2023, 160-day TK-12 (QTEA) substitutes (QX01) substitutes shall be paid at \$80 above the Level 2 rate (HX02).

11.7.8.7 Dedicated core substitutes shall be paid on salary schedule B.1 for TK-12 fully credentialed teachers and salary schedule B.3 for TK-12 intern/emergency and other non-credentialed teachers using the guidelines in sections 11.7.6 and 11.7.7 of this agreement, or at the daily rate for 160-day TK-12 (QTEA) substitutes (QX01), whichever is greater, in accordance with Article 26.7.3.3.

11.11.2 Hard-to Fill Stipend for Additional Certificated Positions

11.11.2.1 In the interest of providing a skilled and qualified certificated school district nurses and school social workers, beginning with the 2023-2024 school year the District shall designate ~~offer~~ school district nurses, school social workers and special education teachers (RSP and SDC) as hard-to-fill areas of special need or significance for the 2023-2024, 2024-2025, and 2025-2026 school years. For the 2023-2024, 2024-2025, and 2025-2026 school years, the District shall offer a hard-to-fill stipend of one thousand dollars (\$1,000.00) per year.

If ratified, the contract language will be:

Salary Increases



■ 11.2.1 **2023-2024 School Year**

11.2.1.1 Effective July 1, 2023, the salary schedules shall be adjusted to reflect an increase of \$9,000 at each step. Effective July 1, 2023, the daily and hourly rates in Appendix B shall be adjusted to reflect a ten percent (10%) increase.

11.2.1.2 For Summer School (B11), the foregoing increases shall take effect beginning with the first certificated workday of the summer session in 2024.

11.2.1.3 Except as provided above, the foregoing increases shall be implemented as soon as practicable following ratification of the 2023-2025 Collective Bargaining Agreement.

11.2.2 **2024-2025 School Year**

11.2.2.1 Effective July 1, 2024, the salary schedules and daily and hourly rates in Appendix B shall be adjusted to reflect a five percent (5%) increase, 3 percent in August 2024 and 2 percent in January 2025

11.2.2.2 For Summer School (B11), the foregoing increases shall take effect beginning with the first teacher workday of the summer session in 2025.

11.2.3 **Repurposing of QTEA Professional Development Hours & QTEA Impact & Innovation Awards – See Appendix F, Addendum G**

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

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

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



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

11.2.3.5 Effective July 1, 2019, and continuing thereafter, QTEA will contribute funding previously dedicated to the remaining twelve (12) hours of professional development for Early Education Department teachers to the Unrestricted General Fund to support salary increase for the 2019-2020 school year and onward for certificated and classified unit members.

11.2.3.6 Effective July 1, 2019, and continuing thereafter, QTEA will contribute funding previously dedicated to the remaining nine (9) of professional development for TK12th grade teachers to the Unrestricted General Fund to support salary increases for the 2019-2020 school year and onward for certificated and classified unit members.

11.7.6 **Newly-appointed probationary unit members**

11.7.6.1 A newly-appointed probationary unit member shall receive year-for-year credit for verified outside teaching or service in full-time permanent or probationary teacher, temporary, categorical, emergency or long-term substitute status. Verified experience for unit members shall include service with a public or private agency in a position requiring experience with school-age children and their parents and/or teaching experience. Nutrition education teachers shall receive credit to a maximum of five (5) increments for previous full-time work experience in the field of nutrition.

11.7.6.2 At the time of probationary appointment, if such teacher has previously served in the San Francisco Unified School District, unit members 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.

11.7.6.3 Newly appointed teachers will be placed at the rating one greater than the number of years of credit. Whenever a “year” is referred to in determining credit for outside or former teaching experience, it is hereby defined as not less than seventy-five percent (75%) of the service which the college or school district in which the instructor or teacher was formerly employed required of regular full-time instructors or teachers. Outside teaching experience in more than one (1) college or school district in any one (1) school year may be combined for granting such outside credit.



11.7.6.4 There shall be no limit to the number of year-for-year credit for verified outside teaching in full-time permanent or probationary teacher, temporary, categorical, emergency or long-term substitute status.

11.7.8 Substitute Pay Rates

11.7.8.1 The substitute pay levels are included on Salary Schedule B11. Day to Day Substitutes shall be paid at the HXO2 rate in salary schedule B11. Effective July 1, 2023, 160-day TK-12 (QTEA) substitutes (QX01) substitutes shall be paid at \$80 above the Level 2 rate (HX02).

11.7.8.7 Dedicated core substitutes shall be paid on salary schedule B.1 for TK-12 fully credentialed teachers and salary schedule B.3 for TK-12 intern/emergency and other non-credentialed teachers using the guidelines in sections 11.7.6 and 11.7.7 of this agreement, or at the daily rate for 160-day TK-12 (QTEA) substitutes (QX01), whichever is greater, in accordance with Article 26.7.3.3.

B.11b. Substitute Teachers and Hourly Rates (2022-2023 School Year) --6%

11.11.2 Hard-to Fill Stipend for Additional Certificated Positions

11.11.2.1 In the interest of providing a skilled and qualified certificated school district nurses and school social workers, beginning with the 2023-2024 school year the District shall designate school district nurses, school social workers and special education teachers (RSP and SDC) as hard-to-fill areas of special need or significance for the 2023-2024, 2024-2025, and 2025-2026 school years. For the 2023-2024, 2024-2025, and 2025-2026 school years, the District shall offer a hard-to-fill stipend of one thousand dollars (\$1,000.00) per year.

Certificated, Protections from Poor Management Decisions , Article 11, Platform Area: Protections

Summary Statement:

As a result of the Empower disaster and decades of poor management decisions in payroll in SFUSD, we were able to ensure that within 30 calendar days of a confirmed District error on a member's salary, SFUSD must provide payment and statement of correction. If the issue is nonpayment, SFUSD commits to 70% of payment as soon as possible, but no later than 30 calendar days.



In addition, UESF and SFUSD establish a team to review and process any payroll related issues in order to escalate member payroll issues. This team will also address requests for release time and any penalties owed to unit member.

This is not an agreement that affects the EMPOWER disaster of 2021-22 that remains unresolved. That is currently being mediated in a legal process managed by the Public Employees Relation Board (PERB).

Agreed upon language:

Certificated contract article 11: Salaries Increments and Classification Changes

11.9.10: Whenever it is determined that an error has been made by the District in the payment of any unit member's salary, the District shall within 30 calendar days following such determination, provide the unit member with a statement of correction and a payment to correct the error. In any instance of nonpayment, the District commits to pay 70 percent of the payment as soon as possible but no later than within 30 days.

11.9.10.1 The Union and District shall establish a payroll review team and process to regularly review any payroll related issues and escalate any unit member's matters where a unit member has been adversely impacted due to a District payroll error. The review team shall address any requests for release time and or any penalties owed to the unit member.

If ratified, the contract language will be:

Certificated contract article 11: Salaries Increments and Classification Changes

11.9.10: Whenever it is determined that an error has been made by the District in the payment of any unit member's salary, the District shall within 30 calendar days following such determination, provide the unit member with a statement of correction and a payment to correct the error. In any instance of nonpayment, the District commits to pay 70 percent of the payment as soon as possible but no later than within 30 days.

11.9.10.1 The Union and District shall establish a payroll review team and process to regularly review any payroll related issues and escalate any unit member's matters where a unit member has been adversely impacted due to a District payroll error. The review team shall address any requests for release time and or any penalties owed to the unit member.

**Certificated , Substitutes, Article 11, 26 and 3, Platform Area:
Fully-Staffed Schools**



Summary Statement:

The dedicated core substitute program is now an institution, with clarifications based on the experience of this last year. The minimum required number of assignment worked per year is now 10, not 36. We agreed to eliminate the tier 1 pay structure so all substitutes will be paid at the same daily rate. Substitute educators cannot lose benefits due to a change between classifications that allow for benefits.

Agreed upon language:

Certificated Contract Article 3:

3.12 Substitute teacher classifications

3.12.1 Day-to-Day is to mean those teachers working on a day-to-day

basis. 3.12.2 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.

3.12.3 Forty-Day Substitute, as defined in Section 26.7, 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.

3.12.4 QTEA substitute teachers shall receive health benefits providing they meet the qualifications specified in Section 26.12.

3.12.5 Core Substitute teachers selected per the criteria specified in Section 26.7.1, 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.

3.12.6 Dedicated Core Substitute teachers shall be selected, assigned and paid per the criteria specified in Section 26.7.3.

Certificated Article 11

11.3.1 **Substitute Pay Rates**

11.3.1.1 The substitute pay levels are included on Salary Schedule B11.

11.3.1.1.1 TK-12 substitute teachers who serve ten (10) or more consecutive days in the same class for the same absent teacher shall be paid a daily bonus. The bonus shall be retroactive to the first day of the assignment. See Appendix B for the daily bonus rate.

11.3.1.1.2 Substitutes who move to Level 2 (HX02) or (HC02) during one school year shall be paid at Level 2 retroactively to the beginning of the school year. Substitutes who do not qualify to be Established Substitutes shall return to Level 1 (HX01 or HC01) at the beginning of each school year.



11.3.1.2 Established Substitutes: Substitutes who qualify for Level 2 for two consecutive school years (HX02 or HC02) shall begin the subsequent school year at that same level. Established substitutes shall continue to be paid at Level 2 subject to the following:

11.3.1.2.1 Established Substitutes: not completing the required number of daily assignments in a school year as defined in this Article and Salary Schedule B11 to qualify for Level 2 (HX02 or HC02) shall revert to regular substitute status and return to Level 1 (HX01 or HC01) at the beginning of the subsequent school year.

11.3.1.2.2 Established Substitutes not completing the required number of daily assignments in a school year may submit a letter to the Human Resources supervisor of substitutes requesting a continuation of Established Substitute status for the subsequent school year and outlining the reasons for failing to complete the requisite number of assignments. The District shall reply to the request not later than 15 work days following the receipt of the request.

11.3.1.2.3 An Established Substitute: who reverts to regular substitute status as set forth above may return to Established Substitute status by again qualifying for Level 2 for two consecutive school years (HX02 or HC02):

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

11.3.1.4 Implementation: Established Substitute status shall be implemented commencing with the 2014-2015 school year. Substitute service (as defined above) performed during the 2012-2013 and 2013-2014 school years shall count toward the minimum number of daily assignments in a school year as defined in this Article and Salary Schedule B11 to qualify for Established Substitute status. Specifically:

11.3.1.4.1 A substitute who qualified for Level 2 in **both** the 2012-2013 and 2013-2014 school years shall become an Established Substitute at the commencement of the 2014-2015 school year:

11.3.1.4.2 A substitute who qualified for Level 2 in 2013-2014 school year shall, upon completing the required number of daily assignments in the 2014-2015 school year, become an Established Substitute at the commencement of the 2015-2016 school year.

11.3.1.5 Substitutes who began the 2013-2014 school year at Level 2 (HX02) but did not attain 71 assignments during that school year shall be paid the 2014-2015 school year at the low rate (HX05) specified in B11 until the amount of overpayment is balanced to a net of zero (0). Thereafter, the substitute shall return to the Level 1 (HX01) rate and shall not increase to the Level 2 (HX02) rate unless



~~they attain an additional 71 assignments following the achievement of a net zero (0) balance. Substitutes who move to Level 2 (HX02) during one school year following the achievement of a net zero (0) balance shall be paid at Level 1 retroactive to the date that the substitute achieved the net zero (0) balance. For the 2014-2015 school year only, this section is subject the following:~~

~~11.3.1.5.1 Substitutes may appeal movement to the lower rate (HX05) by submitting a letter to the Human Resources supervisor of substitutes requesting to be paid at Level 1 (HX01) for the 2014-2015 school year and outlining the reasons for failing to complete the requisite number of assignments in the 2013-2014 school year.~~

~~11.3.1.5.2 The appeal letter must be received by the Human Resources supervisor of substitutes not later than fifteen (15) workdays following the date of written notice to the employee of assignment to the lower rate (HX05).~~

~~11.3.1.5.3 The District shall reply to the request not later than fifteen (15) workdays following the receipt of the request. This decision shall be final and not subject to further review or appeal.~~

~~11.3.1.5.4 Substitutes who will be paid at the lower rate (HX05) for the 2014-2015 school year may instead reimburse the District directly for the full amount of overpayment. Substitutes who elect this option must provide reimbursement to the District not later than fifteen (15) workdays following the date of written notice to the employee of assignment to the lower rate (HX05).~~

26.3 Daily assignment procedures

26.3.1 **Substitute Committee** — In an effort to improve communication and collaborative problem solving, the District and the Union shall establish a committee of substitute teachers to meet with District representatives on a monthly basis. The Substitute Committee shall meet to establish a mutually agreeable evaluation procedure for substitutes and recommend a procedure to the parties for inclusion in the contract. The recommendations shall address procedure and criteria, not content.

26.3.2 A substitute teacher shall have the right without penalty to declare time(s) and/or days during which they are unavailable for work.

26.3.3 Substitute teachers will not be penalized for refusing any assignments but shall be expected to complete no fewer than ~~10-36~~ assignments per fiscal year. The foregoing requirements shall not apply to classified unit members who serve as substitute teachers in the Early Education Department. Substitutes who complete ~~10-36~~ assignments in the fall semester shall be deemed to have met the requirement to remain in active status for the current year and the following year. Assignments include summer school. Substitutes not completing the required number of assignments per year may submit a letter to the Human Resources supervisor of substitutes requesting a continuation of active status and outlining the reasons for failing to complete the requisite number of assignments. The District shall reply to the request not later than 15 work days following the receipt of the request.



26.3.3.1 Retired teacher substitutes will not be penalized for refusing any assignments but shall be expected to complete no fewer than ten (10) assignments per fiscal year. Assignments include summer school. Substitutes not completing the required number of assignments may submit a letter to Human Resources supervisor of substitutes requesting a continuation of active status and outlining the reasons for failing to complete the requisite number of assignments. The District shall reply to the request not later than fifteen (15) work days following the receipt of the request.

26.3.4 Whenever possible, substitute teachers will be notified of an assignment at least one and one-half (1.5) hours before the starting time of the assigned school. No substitute teacher shall be penalized for reporting late if they were not called at least 1 and one-half (1.5) hours before the start of said assignment.

26.3.5 A substitute teacher shall be able to scan available job assignments whether they call in or are called by the system.

26.3.6 Whenever possible, a substitute teacher's preference of school assignment will be honored. 26.3.7 A core or QTEA substitute teacher who is unable to work at any time shall make themselves unavailable for an assignment through the Smartfinder system. This shall also apply to all other substitute teachers who are unable to work for five (5) or more consecutive workdays.

26.3.8 Appointment to substitute positions shall be made in compliance with Education Code section 44956 and 44957, when applicable, thereby requiring laid off teachers to be appointed to substitute positions by seniority.

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

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

~~26.3.10.1 Day-to-day substitute teachers shall receive differentiated pay (HX02 or HC02) upon completion of 71 assignments in a school year, including assignments completed during the summer.~~



26.7 Core Substitutes

26.7.1 As soon as administratively feasible after the start of the Fall semester, but in no case later than fifteen (15) days of the start of the school year, the District shall notify the remaining core substitutes to serve in positions as designated by the District, retroactive to the beginning of the school year. The core substitute position shall be eliminated through attrition.

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

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

26.7.1.3 Core substitutes shall have priority consideration (i.e. the right to an interview before the position is filled) for vacancies that occur during the course of the academic school year.

26.7.2 Up to five additional (beyond those established by this article) temporary core substitute positions may be created and filled by teachers who lack the requisite credentials or authorizations as required by the California Commission on Teacher Credentialing.

26.7.2.1 These teachers shall maintain all consolidation rights they held prior to serving as a core substitute and 26.7.2.2 The Union and the District may agree to increase any number of temporary additional core substitute positions.

26.7.3 The District shall ~~pilot~~ maintain a Dedicated Core Substitute Program ~~for the Spring semester of the 2022-2023 school year only~~ as follows:

26.7.3.1 ~~By January 2, 2023,~~ The District shall provide a dedicated core substitute to no fewer than 45 schools, including but not limited to Tier 3 and the schools with the highest numbers of absences and vacancies in the previous year each ~~high-potential and Tier 3 school,~~ to be available full-time to the assigned site for teacher absences.

26.7.3.2 On school days where there are no teacher absences, site administrators will ensure that the dedicated core sub is only assigned duties customarily performed by UESF certificated or classified bargaining unit members.

26.7.3.3 Dedicated core substitutes shall be paid on salary schedule B.1 for TK-12 fully credentialed teachers and salary schedule B.3 for TK-12



intern/emergency and other non-credentialed teachers using the guidelines in sections 11.7.6 and 11.7.7 of this agreement, or at the daily rate for 160-day TK-12 (QTEA) substitutes (QX01), whichever is greater.

26.7.3.4 Dedicated core substitutes shall receive benefits in accordance with Article 12, Fringe Benefits, of this agreement.

26.7.3.5 Dedicated core substitutes shall voluntarily serve in the position for the following year and receive the opportunity to confirm their interest in the position for the following year no later than May 15. Each year, dedicated core substitute positions shall be offered to substitute teachers in active status in order of the total number of days worked during the ~~2021-2022~~ previous school year. SFUSD commits to assigning dedicated core substitute positions no later than October 1 with dedicated core site substitutes assigned to the site no later than Nov.1.

26.7.3.6 Dedicated core substitutes shall only be assigned duties customarily performed by UESF certificated or classified bargaining unit members.

26.12 Health Benefits

26.12.1 Substitute teachers who have rendered a minimum of sixty days (60) of service for the year immediately preceding the year of eligibility shall be eligible for QTEA substitute teacher status with District provided employee-only health and dental benefits.

26.12.1.1 The District shall allocate thirty (30) substitute teacher positions that are eligible for this benefit provision. Eighty-five thousand dollars (\$85,000) shall be used for this purpose and additional funding shall be provided through QTEA revenues. All QTEA substitutes shall be assigned to High Potential Schools. On any day that no High Potential School assignment is available for a QTEA substitute, that QTEA substitute may select a substitute assignment at a non-High Potential School for that day.

- 160-Day TK-12 substitutes: \$214.66 per day
- TK-12 assignments at High Potential Schools: \$16/day differential pay
- 160-Day Early Education Hourly Substitutes: \$28.47/hour

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

26.12.1.2 A day of service, as used herein to determine eligibility, shall mean any day of assigned substitute service of more than four (4) hours.

26.12.2 To maintain eligibility, qualifying QTEA substitute teachers shall meet the following criteria: 26.12.2.1 During the first semester of District provided benefits, the substitute teacher shall average at least 16 days of service per month for the



months of September, October, and November.

26.12.2.2 To maintain eligibility during the second semester of District provided benefits, the substitute shall average at least sixteen (16) days of service per month for the months of March, April and May. 26.12.2.3 Failure to achieve the average days of service specified in Sections 26.11.2.1 and 26.11.2.2 above shall result in the automatic cancellation of District premium payments at the end of each three month period in which said average is not achieved, or at the end of any month in which the number of cumulative days served would preclude achievement of the average days specified for the three month period.

26.12.2.4 Failure to achieve a minimum of seventy-one (71) days of service during the first semester shall result in the automatic cancellation of District premium payments at the end of January.

26.12.2.5 Failure to achieve a minimum of one hundred-sixty (160) days of service for the school year shall result in the automatic cancellation of District premium payments at the end of June.

26.12.2.6 Different assignments rendered on the same day of service shall be counted as one (1) day of substitute service.

26.12.2.7 For the first year of entry into this program, the substitute teacher's coverage shall begin on October 1st. 26.12.2.8 A retired District employee who already receives a District paid medical insurance contribution and who works as a substitute teacher shall not be eligible for the coverage described herein.

26.12.3 No substitute educator shall experience a loss in health benefits when moving between classifications defined in 3.12. for which health benefits are afforded.

assignments as designated by the District. ~~All appointments shall be retroactive to the first day of the school year.~~

If ratified, the contract language will be:

Certificated Contract Article 3:

3.12 Substitute teacher classifications

3.12.1 Day-to-Day is to mean those teachers working on a day-to-day

basis. 3.12.2 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.

3.12.3 Forty-Day Substitute, as defined in Section 26.7, 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.

3.12.4 QTEA substitute teachers shall receive health benefits providing they meet the qualifications specified in Section 26.12.

3.12.5 Core Substitute teachers selected per the criteria specified in Section 26.7.1, 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.

3.12.6 Dedicated Core Substitute teachers shall be selected, assigned and paid per the criteria specified in Section 26.7.3.

11.3.1 **Substitute Pay Rates**

11.3.1.1 The substitute pay levels are included on Salary Schedule B11.

11.3.1.1.1 TK-12 substitute teachers who serve ten (10) or more consecutive days in the same class for the same absent teacher shall be paid a daily bonus. The bonus shall be retroactive to the first day of the assignment. See Appendix B for the daily bonus rate.

Certificated Article 26: Day-to-day Substitute Teachers

26.3 **Daily assignment procedures**

26.3.1 **Substitute Committee** — In an effort to improve communication and collaborative problem solving, the District and the Union shall establish a committee of substitute teachers to meet with District representatives on a monthly basis. The Substitute Committee shall meet to establish a mutually agreeable evaluation procedure for substitutes and recommend a procedure to the parties for inclusion in the contract. The recommendations shall address procedure and criteria, not content.

26.3.2 A substitute teacher shall have the right without penalty to declare time(s) and/or days during which they are unavailable for work.

26.3.3 Substitute teachers will not be penalized for refusing any assignments but shall be expected to complete no fewer than 10 assignments per fiscal year. The foregoing requirements shall not apply to classified unit members who serve as substitute teachers in the Early Education Department. Substitutes who complete 10 assignments in the fall semester shall be deemed to have met the requirement to remain in active status for the current year and the following year. Assignments include summer school. Substitutes not completing the required number of assignments per year may submit a letter to the Human



Resources supervisor of substitutes requesting a continuation of active status and outlining the reasons for failing to complete the requisite number of assignments. The District shall reply to the request not later than 15 work days following the receipt of the request.

26.3.3.1 Retired teacher substitutes will not be penalized for refusing any assignments but shall be expected to complete no fewer than ten (10) assignments per fiscal year.

Assignments include summer school. Substitutes not completing the required number of assignments may submit a letter to Human Resources supervisor of substitutes requesting a continuation of active status and outlining the reasons for failing to complete the requisite number of assignments. The District shall reply to the request not later than fifteen (15) work days following the receipt of the request.

26.3.4 Whenever possible, substitute teachers will be notified of an assignment at least one and one-half (1.5) hours before the starting time of the assigned school. No substitute teacher shall be penalized for reporting late if they were not called at least 1 and one-half (1.5) hours before the start of said assignment.

26.3.5 A substitute teacher shall be able to scan available job assignments whether they call in or is called by the system.

26.3.6 Whenever possible, a substitute teacher's preference of school assignment will be honored. 26.3.7 A core or QTEA substitute teacher who is unable to work at any time shall make themselves unavailable for an assignment through the Smartfinder system. This shall also apply to all other substitute teachers who are unable to work for five (5) or more consecutive workdays.

26.3.8 Appointment to substitute positions shall be made in compliance with Education Code section 44956 and 44957, when applicable, thereby requiring laid off teachers to be appointed to substitute positions by seniority.

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

26.7 Core Substitutes



26.7.1 As soon as administratively feasible after the start of the Fall semester, but in no case later than fifteen (15) days of the start of the school year, the District shall notify the remaining core substitutes to serve in positions as designated by the District, retroactive to the beginning of the school year. The core substitute position shall be eliminated through attrition.

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

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

26.7.1.3 Core substitutes shall have priority consideration (i.e. the right to an interview before the position is filled) for vacancies that occur during the course of the academic school year.

26.7.2 Up to five additional (beyond those established by this article) temporary core substitute positions may be created and filled by teachers who lack the requisite credentials or authorizations as required by the California Commission on Teacher Credentialing.

26.7.2.1 These teachers shall maintain all consolidation rights they held prior to serving as a core substitute and 26.7.2.2 The Union and the District may agree to increase any number of temporary additional core substitute positions.

2.6.7.3 The District shall maintain a Dedicated Core Substitute Program as follows:

26.7.3.1 The District shall provide a dedicated core substitute to no fewer than 45 schools, including but not limited to Tier 3 and the schools with the highest numbers of absences and vacancies in the previous year each to be available full-time to the assigned site for teacher absences.

26.7.3.2 On school days where there are no teacher absences, site administrators will ensure that the dedicated core sub is only assigned duties customarily performed by UESF certificated or classified bargaining unit members.

26.7.3.3 Dedicated core substitutes shall be paid on salary schedule B.1 for TK-12 fully credentialed teachers and salary schedule B.3 for TK-12 intern/emergency and other non-credentialed teachers using the guidelines in sections 11.7.6 and 11.7.7 of this agreement, or at the daily rate for 160-day TK-12 (QTEA) substitutes (QX01), whichever is greater.

26.7.3.4 Dedicated core substitutes shall receive benefits in accordance with Article 12, Fringe Benefits, of this agreement.

26.7.3.5 Dedicated core substitutes shall voluntarily serve in the position for the



following year and receive the opportunity to confirm their interest in the position for the following year no later than May 15. Each year, dedicated core substitute positions shall be offered to substitute teachers in active status in order of the total number of days worked during the previous school year. SFUSD commits to assigning dedicated core substitute positions no later than October 1 with dedicated core site substitutes assigned to the site no later than Nov.1.

26.7.3.6 Dedicated core substitutes shall only be assigned duties customarily performed by UESF certificated or classified bargaining unit members.

26.12 Health Benefits

26.12.1 Substitute teachers who have rendered a minimum of sixty days (60) of service for the year immediately preceding the year of eligibility shall be eligible for QTEA substitute teacher status with District provided employee-only health and dental benefits.

26.12.1.1 The District shall allocate thirty (30) substitute teacher positions that are eligible for this benefit provision. Eighty-five thousand dollars (\$85,000) shall be used for this purpose and additional funding shall be provided through QTEA revenues. All QTEA substitutes shall be assigned to High Potential Schools. On any day that no High Potential School assignment is available for a QTEA substitute, that QTEA substitute may select a substitute assignment at a non-High Potential School for that day.

- 160-Day TK-12 substitutes: \$214.66 per day
- TK-12 assignments at High Potential Schools: \$16/day differential pay
- 160-Day Early Education Hourly Substitutes: \$28.47/hour

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

26.12.1.2 A day of service, as used herein to determine eligibility, shall mean any day of assigned substitute service of more than four (4) hours.

26.12.2 To maintain eligibility, qualifying QTEA substitute teachers shall meet the following criteria: 26.12.2.1 During the first semester of District provided benefits, the substitute teacher shall average at least 16 days of service per month for the months of September, October, and November.

26.12.2.2 To maintain eligibility during the second semester of District provided benefits, the substitute shall average at least sixteen (16) days of service per month for the months of March, April and May. 26.12.2.3 Failure to achieve the average days of service specified in Sections 26.11.2.1 and 26.11.2.2 above shall result in the automatic cancellation of District premium payments at the end of each three month period in which said average is not achieved, or at the end of any month in which the number of cumulative days served would preclude achievement of the average days specified for



the three month period.

26.12.2.4 Failure to achieve a minimum of seventy-one (71) days of service during the first semester shall result in the automatic cancellation of District premium payments at the end of January.

26.12.2.5 Failure to achieve a minimum of one hundred-sixty (160) days of service for the school year shall result in the automatic cancellation of District premium payments at the end of June.

26.12.2.6 Different assignments rendered on the same day of service shall be counted as one (1) day of substitute service.

26.12.2.7 For the first year of entry into this program, the substitute teacher's coverage shall begin on October 1st. 26.12.2.8 A retired District employee who already receives a District paid medical insurance contribution and who works as a substitute teacher shall not be eligible for the coverage described herein.

26.12.3 No substitute educator shall experience a loss in health benefits when moving between classifications defined in 3.12. for which health benefits are afforded.

Certificated, Emergency Coverage, Article 6 24 , Platform Area: Working Conditions

Summary Statement:

UESF and SFUSD came to agreements on expanded Emergency Class Coverage Plans including agreed upon definition of 'emergency coverage'. The UBC at school sites and admin will also work together to develop a mutually agreed upon site plan to handle situations where emergency class coverage is needed.

Unit members will be compensated at the emergency class coverage rate the part of the day served as a substitute. Unit members who receive students as part of a plan that requires students to be moved to another class will be compensated for the part of the day that students are assigned. TSAs providing emergency coverage assigned according to the plan will be paid at the rate stipulated in Schedule B.11. Unit members with legally mandated timelines or service requirements will not provide emergency coverage unless by mutual agreement.

Agreed upon language:

Article 6. Professional Rights

6.8 Emergency Coverage Plans

6.8.1 Certificated unit members ~~teachers~~, through the Union Building



Committee, ~~shall be 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. For the purposes of this section only, an emergency shall be defined as an absence of a general or special education teacher for which no substitute teacher is present. ~~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. Past practices that do not conflict with this Agreement shall prevail until a mutually acceptable site plan is developed.

6.8.1.1 Unit members at middle and high schools shall not be required to provide emergency class coverage except by mutual agreement between the unit member and their immediate supervisor.

6.8.1.2 Unit members, who provide emergency coverage for an absent teacher's class shall be compensated at the emergency class coverage rate the part of the day served as the substitute.

6.8.1.3 For emergency coverage site plans that require students to be moved to another class for the duration of the day (PK-Elementary) or for the duration of the period/block (Middle School-High School) as the result of an absence with no substitute, unit members who have students assigned to their class as a result of an absence, including unit members who provide time as defined in Section 7.2.8.1.5 of this Agreement, shall be compensated at the emergency class coverage rate for the part of the day that the students are assigned.

6.8.1.4 Whenever possible, the District shall notify unit members of emergency coverage assignments during the workday before the emergency coverage is needed.

6.8.1.5 Eligible teachers on special assignment (TSAs) providing emergency coverage shall be assigned according to the site plan and paid at the rate stipulated in schedule B.11.

6.8.1.6 Unit members that work according to legally mandated timelines and/or service requirements (i.e. IEP assessments, health services, legally mandated special education services) shall not be required to provide emergency coverage except by mutual agreement between the unit member and their immediate supervisor.

If ratified, the contract language will be:

Article 6. Professional Rights

6.8 Emergency Coverage Plans

6.8.1 Certificated unit members, through the Union Building Committee, shall work collaboratively with site administration to develop a mutually acceptable site plan which adequately handles situations where emergency class coverage is a need. For the purposes of this section only, an emergency shall be defined as an absence of a general or special



education teacher for which no substitute teacher is present. Equitable rotation of responsibility and substitute compensation paid to the individual or school shall be among the items considered by the UBC. Past practices that do not conflict with this Agreement shall prevail until a mutually acceptable site plan is developed.

6.8.1.1 Unit members at middle and high schools shall not be required to provide emergency class coverage except by mutual agreement between the unit member and their immediate supervisor.

6.8.1.2 Unit members, who provide emergency coverage for an absent teacher's class shall be compensated at the emergency class coverage rate the part of the day served as the substitute.

6.8.1.3 For emergency coverage site plans that require students to be moved to another class for the duration of the day (PK-Elementary) or for the duration of the period/block (Middle School-High School) as the result of an absence with no substitute, unit members who have students assigned to their class as a result of an absence, including unit members who provide time as defined in Section 7.2.8.1.5 of this Agreement, shall be compensated at the emergency class coverage rate for the part of the day that the students are assigned.

6.8.1.4 Whenever possible, the District shall notify unit members of emergency coverage assignments during the workday before the emergency coverage is needed.

6.8.1.5 Eligible teachers on special assignment (TSAs) providing emergency coverage shall be assigned according to the site plan and paid at the rate stipulated in schedule B.11.

6.8.1.6 Unit members that work according to legally mandated timelines and/or service requirements (i.e. IEP assessments, health services, legally mandated special education services) shall not be required to provide emergency coverage except by mutual agreement between the unit member and their immediate supervisor.

Certificated, Chosen Names & Transgender Protections, Article 5 , Platform Area: Improved Working Conditions

Summary Statement:

Both the District and UESF will not discriminate against any unit member in violation of the law, on the basis of race, color, creed, age, sex, gender, gender identity, gender expression, national origin, religion, political affiliation, domicile, marital status, sexual orientation, handicapping condition, physical appearance, or membership or participation of a recognized classified employee organization. All staff have a right to name changes and transition status.

Trans educators will have the right to name changes, except where legally mandated. Trans and non-binary unit members will be protected from harassment at the workplace.



Agreed upon language:

Certificated Article:

5.7 Neither the District nor the Union shall discriminate against any officer or unit member of the District in violation of the law, on the basis of race, color, creed, age, sex, gender, gender identity, gender expression, national origin, religion, political affiliation, domicile, marital status, sexual orientation, handicapping condition, physical appearance, or membership or participation in the activities of a recognized classified employee organization. The District and the Union agree that all staff have a right to a positive climate and culture at the work site in regards to name changes and transition status.

5.7.1 Transgender Rights and Name Changes

5.7.1.1 Unit members shall have the right to change their names to reflect their true selves except where legally mandated, including, but not limited to changing names with payroll, benefits, the department of technology; supporting school and worksite climate. Transgender and otherwise non-binary unit members should be protected from harassment in their workplace.

If ratified, the contract language will be:

Certificated Article 5: District and Union Responsibilities

5.7 Neither the District nor the Union shall discriminate against any officer or unit member of the District in violation of the law, on the basis of race, color, creed, age, sex, gender, gender identity, gender expression, national origin, religion, political affiliation, domicile, marital status, sexual orientation, handicapping condition, physical appearance, or membership or participation in the activities of a recognized classified employee organization. The District and the Union agree that all staff have a right to a positive climate and culture at the work site in regards to name changes and transition status.

5.7.1 Transgender Rights and Name Changes

5.7.1.1 Unit members shall have the right to change their names to reflect their true selves except where legally mandated, including, but not limited to changing names with payroll, benefits, the department of technology; supporting school and worksite climate. Transgender and otherwise non-binary unit members should be protected from harassment in their workplace.

Certificated , Site-Based Meetings, Article 7, Platform Area: Improved Working Conditions



Summary Statement:

Site based meetings, as defined in the contract language can not exceed 8 hours per month, inclusive of faculty meetings, for TK-12. TK-5 members still get 2 hours per month for grade level/content planning time within that 8 hours and 1 hour of that time is teacher-directed.

Additionally, IEP case managers, student study and 504 teams are provided time during the workday to complete necessary paperwork and may be exempted from site based meetings, with pre-approval from site administration, to complete necessary paperwork and prep.

Agreed upon language:

7.2.6 Site-based Meetings

7.2.6.1 Site-based meetings shall not exceed ~~six (6)~~ eight (8) hours per month for all TK-12 unit members, ~~exclusive~~ inclusive of faculty meetings. These ~~six (6)~~ eight (8) hours shall be considered part of the work week described above. ~~Teachers shall provide input and suggestions into the agenda for one (1) such hour of grade-level planning time based on the site's academic goals.~~

7.2.6.1.1 For all TK-5 teachers, site-based meeting shall include at least two (2) hours per month for grade level/content planning time. Teachers shall provide input and suggestions into the agenda for one (1) such hour of grade-level/content planning time based on the site's academic goals.

~~7.2.6.2 Planned Meeting Time: Planned Site-based meeting time is essential to teacher educator effectiveness and student success. Teachers may be required to attend no more than Unit members shall not Ed's XE'S be required to attend more than two (2) faculty meetings per month, such time to be considered part of the work week described above.~~ Site-based meetings within the work day may include:

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

7.2.6.2.2 Supporting ~~teachers~~ unit members through opportunities for their professional growth (e.g., site-based and other non-District-wide professional development).

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

7.2.6.2.4 Planning time for special education teachers, related service providers and general education teachers who have students in common, or who teach the same



student(s)

7.2.6.3 Site administration shall have the right to convene meetings necessitated by health and safety emergencies at reasonable times and will notify staff as soon as possible.

7.2.6.4 Case Managers of IEPs, student study, and 504 teams shall be provided with a sufficient amount of time within the workday to complete the paperwork necessary for the assignment. Case Managers of IEPs, student study and 504 teams may, with pre-approval from site administration be exempted from site-based meetings to accommodate the completion of necessary paperwork and preparation

If ratified, the contract language will be:

Certificated Contract Article 7: Days and Hours of Employment for TK-12 teachers

7.2.6 Site-based Meetings

7.2.6.1 Site-based meetings shall not exceed eight (8) hours per month for all TK-12 unit members, inclusive of faculty meetings. These eight (8) hours shall be considered part of the work week described above.

7.2.6.1.1 For all TK-5 teachers, site-based meeting shall include at least two (2) hours per month for grade level/content planning time. Teachers shall provide input and suggestions into the agenda for one (1) such hour of grade-level/content planning time based on the site's academic goals.

7.2.6.2 Site-based meeting time is essential to educator effectiveness and student success. Site-based meetings within the work day may include:

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

7.2.6.2.2 Supporting unit members through opportunities for their professional growth (e.g., site-based and other non-District-wide professional development).

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

7.2.6.2.4 Planning time for special education teachers, related service providers and general education teachers who have students in common, or who teach the same student(s)

7.2.6.3 Site administration shall have the right to convene meetings necessitated by health and safety emergencies at reasonable times and will notify staff as soon as



possible.

7.2.6.4 Case Managers of IEPs, student study, and 504 teams shall be provided with a sufficient amount of time within the workday to complete the paperwork necessary for the assignment. Case Managers of IEPs, student study and 504 teams may, with pre-approval from site administration be exempted from site-based meetings to accommodate the completion of necessary paperwork and preparation

Certificated, Prep Time, Article 7, Platform Area: Improved Working Conditions

Summary Statement:

For middle and high school educators with block schedules, a duty free prep time is allocated to unit members during one period per week. In addition, the site UBC and administration will decide together the use of unassigned periods at the start of the school year.

For unit members in Support Services, those assigned to a school site will have the same amount of prep time as classroom teachers at that site. Unit members in Support Services are not required to schedule services during prep time. Central unit members will be assigned a block of 45 minutes or prep time daily. Unit members will submit proposed schedules at the beginning of each semester to their administrator.

Agreed upon language:

7.2.8 Preparation time within the workday for classroom teachers

7.2.8.1.1 **Secondary** – Within the workday, high school and middle school teachers shall have a duty-free preparation period equal in length to a teaching period, plus an additional thirty (30) minutes of duty free preparation time ~~during common planning time~~ each week, or the equivalent each month. High school and middle school teachers with block scheduled periods shall have a duty-free preparation period during one (1) period per week in which they are not assigned to teach. In addition to the above duty free preparation time, the site UBC and administrators will collaborate to decide the use of unassigned periods which are not prescribed duty-free preparation periods. This time shall be scheduled in collaboration between site administration and the site UBC at the beginning of each school year. The specific schedule for the work day shall be set by the site administrator and the UBC.



7.2.8.2 Preparation time within the workday for non-classroom teachers

Within the work day, high school and middle school teachers, not meeting regularly scheduled classes for five (5) periods a day, shall have preparation time during the school day. Within the work day, elementary school teachers not meeting regularly scheduled classes during the instructional day shall have preparation time during the school day. Central and site administrators are responsible for establishing procedures and constructing schedules for non-classroom regularly scheduled teachers in a manner which shall reflect the need for preparation appropriate to the tasks of each position.

7.2.8.2.1 Within the work day, unit members in Support Services as defined in section 15.10.1 of this Agreement assigned to a school site(s) shall have the same amount of preparation time as classroom teachers at their site. Within the work day, unit members in Support Services as defined in section 15.10.1 of this Agreement assigned to a central position shall have a block of forty-five (45) minutes of preparation time each day. Unit members in Support Services shall not be required to schedule services during their preparation time. Unit members will submit proposed schedules at the beginning of each semester to their administrator for approval.

If ratified, the contract language will be:

Certificated Article Days and Hours of Employment

7.2.8 Preparation time within the workday for classroom teachers

7.2.8.1.1 Secondary – Within the workday, high school and middle school teachers shall have a duty-free preparation period equal in length to a teaching period, plus an additional thirty (30) minutes of duty free preparation time each week, or the equivalent each month. High school and middle school teachers with block scheduled periods shall have a duty-free preparation period during one (1) period per week in which they are not assigned to teach. In addition to the above duty free preparation time, the site UBC and administrators will collaborate to decide the use of unassigned periods which are not prescribed duty-free preparation periods. This time shall be scheduled in collaboration between site administration and the site UBC at the beginning of each school year. The specific schedule for the work day shall be set by the site administrator and the UBC.

7.2.8.2 Preparation time within the workday for non-classroom teachers



Within the work day, high school and middle school teachers, not meeting regularly scheduled classes for five (5) periods a day, shall have preparation time during the school day. Within the work day, elementary school teachers not meeting regularly scheduled classes during the instructional day shall have preparation time during the school day. Central and site administrators are responsible for establishing procedures and constructing schedules for non-classroom regularly scheduled teachers in a manner which shall reflect the need for preparation appropriate to the tasks of each position.

7.2.8.2.1 Within the work day, unit members in Support Services as defined in section 15.10.1 of this Agreement assigned to a school site(s) shall have the same amount of preparation time as classroom teachers at their site. Within the work day, unit members in Support Services as defined in section 15.10.1 of this Agreement assigned to a central position shall have a block of forty-five (45) minutes of preparation time each day. Unit members in Support Services shall not be required to schedule services during their preparation time. Unit members will submit proposed schedules at the beginning of each semester to their administrator for approval.

Certificated, Class Size, Article 9, Platform Area: Student Supports

Summary Statement:

TK classes will now follow the state-mandated goal of 1:11. SFUSD and UESF will meet and negotiate for a lower ratio if state funding changes.

For elementary combo grade $\frac{1}{2}$ classes, a pilot for the 2024-2025 school year will be developed with a class size limit of 28 students. Teachers with classes more than 28 students will receive \$500 per semester for classroom supplies or professional development.

For Middle and High school co-taught classes, SFUSD will make best faith efforts to have class sizes equal to 90% of class size goals in Section 9.5 of Agreement.

Agreed upon language:

9.3.1 Transitional Kindergarten (TK) through Grade 3

9.3.1.1 Class size for grades TK through 3 will be determined by current or future state laws and regulations.

Grade Level	Students per teacher



TK, K, Grade 1, 2, & 3	*22.0
* This class size may be adjusted pursuant to section 9.3.1.1 and 9.31.4	

9.3.1.2 Due to exceptional circumstances an individual TK-3 class may, on occasion, be required to go one (1) over the limit specified in section

9.3.1.1. Prior to making the one-over student placement assignment, the District shall consult with the Union and explain all efforts that have been made to keep within the limit and why it was not possible to do so.

9.3.1.2.1. The teacher assigned the additional students shall receive \$1,000 (\$500 per semester) for the following activities:

- Classroom materials and supplies
- Professional development including registration and related costs (e.g. substitutes, travel, etc.)
- Other approved uses

9.3.1.2.2 The principal at the site shall review and approve the expenditures proposed by the teacher. 9.3.1.2.3 Each teacher shall also receive two (2) days per semester of relief time as defined in contract section 7.2.6.1.5 for duty-free preparation. The designated schedule for such relief time shall be by mutual agreement with the principal.

9.3.1.3 The one-over placement shall be for that school year only unless in the subsequent year there is not sufficient attrition within the class or school to return to the class size limit specified in section 9.3.1.1. 9.3.1.3.1 If the one-over student placement remains for the succeeding school year the next grade level teacher to receive the one-over student placement shall receive the same support as specified in section 9.3.1.2.1.

9.3.1.4. The District will have a goal to maintain a ratio of 1:11 in all TK classes. The parties shall meet and negotiate if a lower ratio is provided for in state funding allocations.

9.3.2 Combination Classes

9.3.2.1 As a pilot for the 2024-25 school, Grade 4-5 combination classes shall have a class size limit of twenty-eight (28) students. The teacher assigned the additional students shall receive \$1,000 (\$500 per semester) for the following activities:

- Classroom materials and supplies
- Professional development including registration and related costs (e.g. substitutes, travel,



etc.)

9.4.7 Middle School and High School Co-Taught Classes

9.4.7.1 The District will make a best faith effort for Mmiddle school and high school co-taught classes to have a class size goal equal to ninety percent (90%) of the class size goal provided in Section 9.5 of this Agreement.

If ratified, the contract language will be:

Certificated Article 9: Class Size

9.3.1 Transitional Kindergarten (TK) through Grade 3

9.3.1.1 Class size for grades TK through 3 will be determined by current or future state laws and regulations.

Grade Level	Students per teacher
TK, K, Grade 1, 2, & 3	*22.0

* This class size may be adjusted pursuant to section 9.3.1.1 and 9.31.4

9.3.1.2 Due to exceptional circumstances an individual TK-3 class may, on occasion, be required to go one (1) over the limit specified in section 9.3.1.1. Prior to making the one-over student placement assignment, the District shall consult with the Union and explain all efforts that have been made to keep within the limit and why it was not possible to do so.

9.3.1.2.1. The teacher assigned the additional students shall receive \$1,000 (\$500 per semester) for the following activities:

- Classroom materials and supplies
- Professional development including registration and related costs (e.g. substitutes, travel, etc.)
- Other approved uses

9.3.1.2.2 The principal at the site shall review and approve the expenditures proposed by the teacher. 9.3.1.2.3 Each teacher shall also receive two (2) days per semester of relief time as defined in contract section 7.2.6.1.5 for duty-free preparation. The designated



schedule for such relief time shall be by mutual agreement with the principal.

9.3.1.3 The one-over placement shall be for that school year only unless in the subsequent year there is not sufficient attrition within the class or school to return to the class size limit specified in section 9.3.1.1. 9.3.1.3.1 If the one-over student placement remains for the succeeding school year the next grade level teacher to receive the one-over student placement shall receive the same support as specified in section 9.3.1.2.1.

9.3.1.4. The District will have a goal to maintain a ratio of 1:11 in all TK classes. The parties shall meet and negotiate if a lower ratio is provided for in state funding allocations.

9.3.2 Combination Classes

9.3.2.1 As a pilot for the 2024-25 school, Grade 4-5 combination classes shall have a class size limit of twenty-eight (28) students. The teacher assigned the additional students shall receive \$1,000 (\$500 per semester) for the following activities:

- Classroom materials and supplies
- Professional development including registration and related costs (e.g. substitutes, travel, etc.)

9.4.7 Middle School and High School Co-Taught Classes

9.4.7.1 The District will make a best faith effort for middle school and high school co-taught classes to have a class size goal equal to ninety percent (90%) of the class size goal provided in Section 9.5 of this Agreement.

Certificated, Quarantine Leave, Article 10, Platform Area: Improved Working Conditions

Summary Statement:

From now on, whenever a national, state or local law requires a unit member to quarantine or isolate, that member will not be docked sub days for abiding by said law.

Agreed upon language:

10.2.14 Isolation or Quarantine Leave

10.2.14.1 Unit members shall be granted a paid leave of absence at their regular rate of pay when they are unable to work or telework because they are required to isolated or quarantined pursuant to a federal, state, or local government public health



order issued by a Public Health Officer or entity. due to a contagious disease. Where a conflict exists with any local, state, or federal health order, the more restrictive guidance controls.

10.2.14.2 Such leave shall not be deducted from their sick leave or other paid leave.

If ratified, the contract language will be:

Certificated Contract Article 10 : Leaves

10.2.14 Isolation or Quarantine Leave

10.2.14.1 Unit members shall be granted a paid leave of absence at their regular rate of pay when they are unable to work or telework because they are required to isolated or quarantined pursuant to a federal, state, or local government public health order issued by a Public Health Officer or entity. due to a contagious disease. Where a conflict exists with any local, state, or federal health order, the more restrictive guidance controls.

10.2.14.2 Such leave shall not be deducted from their sick leave or other paid leave.

Certificated, Leaves, Article 10, Platform Area: Improved Working Conditions

Summary Statement:

The agreements on leave clarify and define days into hours, for example, 10 days = 70 hours. This agreement also clarifies the process of Sick Leave Bank. Educators employed full time will continue to receive 10 sick days a year. Educators employed less than full time will be received a prorated amount each year they work less than full time.

Agreed upon language:

Certificated Article 10 Leaves

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 (seventy (70) hours) of sick leave allowance, per Education Code 44978 proportional to the unit member's full time equivalent (FTE), to be used for absences caused by illness or physical disability. An Early Education Department teacher working a 191 or 218 days calendar shall be credited with (seventy-seven (77) hours) eleven (11) days of sick leave allowance.

10.2.2.2 A teacher may use up to seven (7) days (forty-nine (49) hours) 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 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, results in the utilization of more than seven (7) days per year of paid leave for immediate family illness.

10.2.2.3 A teacher who has accumulated sick leave in the District may make use of such leave while employed as an administrator or teacher of summer school session classes or schools in the same manner as in the regular school year.

10.2.2.3.1 Unless prohibited by law all sick leave earned and accrued as a classified employee of the district shall be maintained if the employee becomes a certificated unit member. Hours of accrued sick leave shall be converted to days of accrued sick leave by dividing the number of hours by seven rounded to the nearest whole day (or by the length of the regular work day for unit members in the Early Education Department), to reflect the contractual unit member workday, subject to approval by the California State Teachers Retirement System (CalSTRS). 10.2.2.3.2 Before retirement, a calculation of the supplemental amount due to CalSTRS as a result of the provision 10.2.2.3.1 will be given to the employee. It is the retiring employee's responsibility to pay this supplemental amount to SFUSD/CalSTRS.

10.2.2.4 Each teacher shall receive notification of their accumulated total of sick leave days recorded on the monthly pay statement.

10.2.2.5 Paid sick leave days shall be considered days worked for purposes of movement on the salary schedule.

10.2.2.6 Absence due to injury incurred in the course of the teacher's employment shall not be charged against the teacher's sick leave days. The District shall pay to teachers hired prior to 1993 the difference between their salary and benefits received under the California Workers Compensation Act for one (1) year duration. Thereafter, a teacher continuing on industrial accident leave shall not receive more than 100% of their 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 their impending long term absence, the teacher shall notify their principal or immediate supervisor of their expected first day of absence, at least thirty (30) days in advance of that date.

10.2.3.2 When a teacher knows fewer than thirty (30) days in advance of their impending long term absence, the teacher shall notify their principal or supervisor of their 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 their 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 a physician employed by the District if there is a disagreement as to whether the injury/illness/accident qualifies for an additional 100 days of extended sick leave.

10.2.4.1.1 A member of the bargaining unit wishing to appeal the District's requirement for an examination may provide a statement from a physician of his/her choosing. If a third opinion is needed, the parties shall jointly select from a panel of five physicians recommended by the Board of Medical Examiners. The selection process employed in selecting an arbitrator to hear a grievance will be used to pick the physician whose decision shall be binding.

10.2.4.2 A teacher who has exhausted their 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 their previous assignment if it has not been filled by a probationary or tenured teacher.

10.2.5 Catastrophic Sick Leave Bank— The Union and the District agree to maintain the Catastrophic Sick Leave Bank which incorporates the following points:

10.2.5.1 Participation shall be voluntary for all unit members covered by this collective bargaining agreement.

10.2.5.2 Each unit member who donates a single day to the Catastrophic Sick Leave Bank during the open enrollment period shall remain a member



of the Catastrophic Sick Leave Bank that year and all future years of District employment.

10.2.5.2.1 The open enrollment periods will be from the first day of school through the 10th of October and February 14th through March 15th. An exception will be made for donations that are made to a specific individual (See 10.2.5.3.3). Donations that are made for a specific individual may be made at any time during the school year.

10.2.5.3 Eligibility for membership in the Catastrophic Sick Leave Bank is limited to unit members having accumulated seven (7) or more sick days (forty-nine (49) or more hours) at the time they request to join.

10.2.5.3.1 In order to join the Catastrophic Sick Leave Bank, a unit member must donate at least one (1) sick leave day (seven (7) hours) to the bank. The unit member must have six (6) or more sick days (forty-two (42) hours) remaining following the donation of one (1) sick day (seven (7) hours).

10.2.5.3.2 A unit member who has donated ~~seven hours~~ one (1) sick day (seven (7) hours) to the Catastrophic Sick Leave Bank is immediately eligible to be a recipient of the Catastrophic Sick Leave Bank. A Unit member donating a single day is immediately eligible to use the pool of sick leave days available in the Catastrophic Sick Leave Bank, pursuant to limitations of 10.2.5.5.7.

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

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

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

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

10.2.5.5 If the District and the Union deem the Bank inoperable, the Governing Committee shall return to teachers those days contributed or the remaining fraction thereof.

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

10.2.5.5.2 Donations to the Catastrophic Sick Leave Bank shall be accepted during the established open enrollment periods (section 10.2.5.2.1). The Union representatives on the committee shall be responsible for collecting the donation forms during the open enrollment period and submitting these donations to the District committee representative for processing the donated days.



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

10.2.5.5.4 Upon receipt of a completed application, processing of the application shall occur within ten (10) work days after it has been approved by the Sick Leave Bank Committee.

10.2.5.5.5 The District representative to the Committee shall be responsible for moving the sick leave days from the donor's sick leave bucket to the Sick Leave Bank. Once the District has moved the donated days into the Sick Leave Bank, the Union may notify their members that they are a member of the Sick Leave Bank. processing the completed applications, presenting them to the Committee, and tracking each donation made and each day distributed from the Catastrophic Sick Leave Bank.

10.2.5.5.5.1 If a member wants to apply for use of the Sick Leave Bank, the Union will support the member in completing the application. The member/Union will submit the application to the District representative who will present the application to the Committee. Upon donation, a receipt (such as an email) shall be issued to donors acknowledging the number of days donated.

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

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

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

10.2.5.5.8 Unit members receiving Workers' Compensation benefits for an industrial injury or illness shall not be entitled to Catastrophic Sick Leave Bank benefits.

10.2.5.5.9 The Committee may request that an applicant for Catastrophic Sick Leave Bank days apply for permanent disability retirement in lieu of the leave provisions described herein.

10.2.5.5.10 If an application for use of Catastrophic Sick Leave Bank days is denied, the member may appeal the decision to the Executive Board of UESF within ten (10) work days of notification of denial. The appeal shall be considered at the next regularly scheduled meeting of the UESF Executive Board. The UESF Executive Board shall notify the District Representative to the Committee in writing as to the outcome of the appeal.

10.2.5.5.11 The Union and the District shall instruct their appointee(s) to make a good faith effort to maintain confidentiality of both donations to and withdrawals from the Catastrophic Sick Leave Bank. However, there shall be no liability or recourse if said



confidentiality is not maintained.

10.2.5.5.12 All application and donation forms will be available on-line at the Human Resources benefits intranet website and available on the Union's web site.

10.2.5.5.13 The Union and the District shall review and evaluate the program's efficacy at the end of each school year, and shall make recommendations, if any, to the Union President and the District Superintendent or designee. 10.2.5.6 The Catastrophic Sick Leave Bank shall be considered fully operational when the conditions listed below have been satisfied:

10.2.5.6.1 The Committee has been appointed.

10.2.5.6.2 Members of the bargaining unit have been notified by UESF of the Catastrophic Sick Leave Bank policies and procedures.

10.2.5.7 The District shall notify the Committee when the level of donated days in the Catastrophic Sick Leave Bank drops below forty (40) days. If the number of donated days in the Catastrophic Sick Leave Bank drops below forty (40) days, UESF shall initiate a donation drive.

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

If ratified, the contract language will be:

Certificated Article 10. Leaves

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 (seventy (70) hours) of sick leave allowance, per Education Code 44978 proportional to the unit member's full time equivalent (FTE), to be used for absences caused by illness or physical disability. An Early Education Department teacher working a 191 or 218 days calendar shall be credited with (seventy-seven (77) hours) eleven (11) days of sick leave allowance.

10.2.2.2 A teacher may use up to seven (7) days (forty-nine (49) hours) 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 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.

10.2.2.3 A teacher who has accumulated sick leave in the District may make use of such leave while employed as an administrator or teacher of summer school session classes or schools in the same manner as in the regular school year.

10.2.2.3.1 Unless prohibited by law all sick leave earned and accrued as a classified employee of the district shall be maintained if the employee becomes a certificated unit member. Hours of accrued sick leave shall be converted to days of accrued sick leave by dividing the number of hours by seven rounded to the nearest whole day (or by the length of the regular work day for unit members in the Early Education Department), to reflect the contractual unit member workday, subject to approval by the California State Teachers Retirement System (CalSTRS). 10.2.2.3.2 Before retirement, a calculation of the supplemental amount due to CalSTRS as a result of the provision 10.2.2.3.1 will be given to the employee. It is the retiring employee's responsibility to pay this supplemental amount to SFUSD/CalSTRS.

10.2.2.4 Each teacher shall receive notification of their accumulated total of sick leave days recorded on the monthly pay statement.

10.2.2.5 Paid sick leave days shall be considered days worked for purposes of movement on the salary schedule.

10.2.2.6 Absence due to injury incurred in the course of the teacher's employment shall not be charged against the teacher's sick leave days. The District shall pay to teachers hired prior to 1993 the difference between their salary and benefits received under the California Workers Compensation Act for one (1) year duration. Thereafter, a teacher continuing on industrial accident leave shall not receive more than 100% of their 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 their impending long term absence, the teacher shall notify their principal or immediate supervisor of their expected first day of absence, at least thirty (30) days in advance of that date.

10.2.3.2 When a teacher knows fewer than thirty (30) days in advance of their impending long term absence, the teacher shall notify their principal or supervisor of their 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 their 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 a physician employed by the District if there is a disagreement as to whether the injury/illness/accident qualifies for an additional 100 days of extended sick leave.

10.2.4.1.1 A member of the bargaining unit wishing to appeal the District's requirement for an examination may provide a statement from a physician of his/her choosing. If a third opinion is needed, the parties shall jointly select from a panel of five physicians recommended by the Board of Medical Examiners. The selection process employed in selecting an arbitrator to hear a grievance will be used to pick the physician whose decision shall be binding.

10.2.4.2 A teacher who has exhausted their 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 their previous assignment if it has not been filled by a probationary or tenured teacher.

10.2.5 **Catastrophic Sick Leave Bank**— The Union and the District agree to maintain the Catastrophic Sick Leave Bank which incorporates the following points: 10.2.5.1 Participation shall be voluntary for all unit members covered by this collective bargaining agreement.

10.2.5.2 Each unit member who donates a single day to the Catastrophic Sick Leave Bank during the open enrollment period shall remain a member of the Catastrophic Sick Leave Bank that year and all future years of District employment.

10.2.5.2.1 The open enrollment periods will be from the first day of school through the 10th of October and February 14th through March 15th. An exception will be made for donations that are made to a specific individual (See 10.2.5.3.3). Donations that are made for a specific individual may be



made at any time during the school year.

10.2.5.3 Eligibility for membership in the Catastrophic Sick Leave Bank is limited to unit members having accumulated seven (7) or more sick days (forty-nine (49) or more hours) at the time they request to join.

10.2.5.3.1 In order to join the Catastrophic Sick Leave Bank, a unit member must donate at least one (1) sick leave day (seven (7) hours) to the bank. The unit member must have six (6) or more sick days (forty-two (42) hours) remaining following the donation of one (1) sick day (seven (7) hours).

10.2.5.3.2 A unit member who has donated one (1) sick day (seven (7) hours) to the Catastrophic Sick Leave Bank is immediately eligible to be a recipient of the Catastrophic Sick Leave Bank. A Unit member donating a single day is immediately eligible to use the pool of sick leave days available in the Catastrophic Sick Leave Bank, pursuant to limitations of 10.2.5.5.7.

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

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

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

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

10.2.5.5 If the District and the Union deem the Bank inoperable, the Governing Committee shall return to teachers those days contributed or the remaining fraction thereof.

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

10.2.5.5.2 Donations to the Catastrophic Sick Leave Bank shall be accepted during the established open enrollment periods (section 10.2.5.2.1). The Union representatives on the committee shall be responsible for collecting the donation forms during the open enrollment period and submitting these donations to the District committee representative for processing the donated days.

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

10.2.5.5.4 Upon receipt of a completed application, processing of the application shall occur within ten (10) work days after it has been



approved by the Sick Leave Bank Committee.

10.2.5.5.5 The District representative to the Committee shall be responsible for moving the sick leave days from the donor's sick leave bucket to the Sick Leave Bank. Once the District has moved the donated days into the Sick Leave Bank, the Union may notify their members that they are a member of the Sick Leave Bank, processing the completed applications, presenting them to the Committee, and tracking each donation made and each day distributed from the Catastrophic Sick Leave Bank.

10.2.5.5.5.1 If a member wants to apply for use of the Sick Leave Bank, the Union will support the member in completing the application. The member/Union will submit the application to the District representative who will present the application to the Committee. Upon donation, a receipt (such as an email) shall be issued to donors acknowledging the number of days donated.

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

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

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

10.2.5.5.8 Unit members receiving Workers' Compensation benefits for an industrial injury or illness shall not be entitled to Catastrophic Sick Leave Bank benefits.

10.2.5.5.9 The Committee may request that an applicant for Catastrophic Sick Leave Bank days apply for permanent disability retirement in lieu of the leave provisions described herein.

10.2.5.5.10 If an application for use of Catastrophic Sick Leave Bank days is denied, the member may appeal the decision to the Executive Board of UESF within ten (10) work days of notification of denial. The appeal shall be considered at the next regularly scheduled meeting of the UESF Executive Board. The UESF Executive Board shall notify the District Representative to the Committee in writing as to the outcome of the appeal.

10.2.5.5.11 The Union and the District shall instruct their appointee(s) to make a good faith effort to maintain confidentiality of both donations to and withdrawals from the Catastrophic Sick Leave Bank. However, there shall be no liability or recourse if said confidentiality is not maintained.

10.2.5.5.12 All application and donation forms will be available on-line at the Human Resources benefits intranet website and available on the Union's web site.

10.2.5.5.13 The Union and the District shall review and evaluate the program's efficacy at the



end of each school year, and shall make recommendations, if any, to the Union President and the District Superintendent or designee. 10.2.5.6 The Catastrophic Sick Leave Bank shall be considered fully operational when the conditions listed below have been satisfied:

10.2.5.6.1 The Committee has been appointed.

10.2.5.6.2 Members of the bargaining unit have been notified by UESF of the Catastrophic Sick Leave Bank policies and procedures.

10.2.5.7 The District shall notify the Committee when the level of donated days in the Catastrophic Sick Leave Bank drops below forty (40) days. If the number of donated days in the Catastrophic Sick Leave Bank drops below forty (40) days, UESF shall initiate a donation drive.

10.2.11.1.1 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.

Certificated, Support Services, Article 15, Platform Area: Fully Staffed Schools

Summary Statement:

We were able to provide protections for many of our support services unit members with some of our wins, including stabilizing placements during the probationary period, making reasonable efforts to minimize the number of schools placed at, notification of placements in a timely manner, priority, and changes in placement.

We were also able to clarify language on support services reassignment - Members can be reassigned due to changes in enrollment or caseload, program need, change in funding, federal or state requirements. New language was added that program requirements including caseload capacity for special education services and high potential school status, and number and type of medical needs for school district nurses.

Involuntary reassignments cannot be made without a prior meeting with affected members and their central admin, site supervisor, and if applicable, union rep. If reassignment occurs during the school year, unit member is allowed a release day to prepare.

If there are vacancies, the Union and support staff administrators will discuss a process of reassignment for support services unit members. Additionally, each unit member will receive



an updated list of vacancies in their classification. Preference form process and timelines were also updated.

Agreed upon language:

15.10 Support Services

15.10.1 In the interest of effective operation of the schools and equity to members of the bargaining unit, the administration of the support services staffing process shall be accomplished in the following manner:

15.10.1.1 As used in this section (Section 15.10), unit members in Support Services include the following:

School District Nurse
School Psychologist
Certificated Wellness ~~Coordinator~~ Counselor
~~Certificated Health Outreach Worker~~
Behavior Analyst
Board Certified Behavior Analyst (credentialed)
Social Worker
Speech and Language Pathologist

15.10.2 Support services assignment

15.10.2.1 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):~~ by the central administration in the Department or Division which places assigns the role of the support services unit member.

15.10.2.2 Probationary unit members in Support Services shall remain in the same assignment for the duration of probationary period whenever possible unless the unit member requests a change of assignment per Section 15.10.4.

15.10.2.3 When making assignments, the District shall make reasonable efforts to minimize the number of sites served by an individual unit member and the distance between sites.

15.10.2.4 Each unit member in Support Services shall be notified in writing of their probable assignment for the subsequent year as early as possible and no later than the last day of the current school year whenever possible.

15.10.2.5 Unit members in Support Services shall be given priority consideration ahead of outside applicants for vacancies in their classification.

15.10.2.6 To the extent possible, changes in assignment shall be voluntary. 15.10.2.7 Each unit member in Support Services considering a change in assignment for the subsequent



school year shall have an opportunity, no later than May 1st of the current school year, to request to meet with the site administrator for the site where the vacancy exists.

15.10.2.8 By the end of the fall semester, a unit member in Support Services may request a change of assignment. This request shall be made in writing to their assigning central department administrator.

15.10.2.8.1 If the unit member's request is denied, they shall be notified in writing if their request is accepted or denied and if denied, shall receive written reasons for the denial. ~~due to a program need or a if a vacancy could not be filled.~~

15.10.3 Support services reassignment

15.10.3.1-15.10.2 These Unit members in Support Services can be reassigned by the District to a different site(s) only for the following reason(s):

15.10.3.1.1-15.10.2.1 Change in caseload, student enrollment, or program need;

15.10.3.1.2-15.10.2.3 Change in funding stream(s) or allocations; or 15.10.3.1.3-15.10.2.4 To comply with required qualifications and/or applicable federal or state law or grant requirements; or

15.10.3.1.4 Program requirements including caseload capacity for special education services, High Potential School status, and number and type of medical needs (for school district nurses).

15.10.3.1.5-15.10.2.5 Seniority shall pertain when two (2) or more unit members have similar credentials and qualifications.

15.10.3.2 Involuntary reassignments shall not be made or announced without a prior conference between the affected unit member and their assigning central department administrator, the site supervisor, if applicable, and a union representative.

15.10.3.3 When a reassignment occurs during the school year, the affected unit member shall, upon request, be granted one (1) day of released time without loss of compensation before the start of the new assignment to prepare.

~~15.10.3-~~15.10.3.4 In the event of staffing gaps/vacancies, the Union and support staff central administrators may ~~parties will~~ convene to discuss a policy process for reassignment of unit members in Support Services.

15.10.4 Preference form

15.10.4.1 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~~ between March 15th and May 1st 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~~ a different site(s) and their reasons why. The preference form shall be distributed with the document referenced in 15.10.5.1. The assigning supervisor shall determine the assignment of ~~his or her~~ their staff.

15.10.4.2 ~~Reassignments~~ Assignments shall be considered consecutive unless interrupted by an assignment of the unit member's choice as recorded on the assignment preference form.

15.10.4.3 If this preference form is not filed, it shall be deemed to be a request by the unit member to remain at the current site.

15.10.5 ~~Open positions shall be posted on the district website, at a minimum, on the 1st and 15th of each month.~~ Announcements of vacancies

15.10.5.1 When a vacancy opens, each unit member in Support Services shall be sent an updated list of the vacancies in their classification through an ongoing document. The document shall contain the location of the open vacancies, including the specific school sites or locations and the allocations

If ratified, the contract language will be:

Certificated Article 15 Staffing and Assignment

15.10 Support Services

15.10.1 In the interest of effective operation of the schools and equity to members of the bargaining unit, the administration of the support services staffing process shall be accomplished in the following manner:

15.10.1.1 As used in this section (Section 15.10), unit members in Support Services include the following:

- School District Nurse
- School Psychologist
- Certificated Wellness Counselor
- Behavior Analyst
- Board Certified Behavior Analyst (credentialed)
- Social Worker
- Speech and Language Pathologist

15.10.2 Support services assignment

15.10.2.1 Unit members in Support Services shall be assigned to a site or sites by the central administration in the Department or Division which assigns the role of the support services unit member.



15.10.2.2 Probationary unit members in Support Services shall remain in the same assignment for the duration of probationary period whenever possible unless the unit member requests a change of assignment per Section 15.10.4.

15.10.2.3 When making assignments, the District shall make reasonable efforts to minimize the number of sites served by an individual unit member and the distance between sites,

15.10.2.4 Each unit member in Support Services shall be notified in writing of their probable assignment for the subsequent year as early as possible and no later than the last day of the current school year whenever possible.

15.10.2.5 Unit members in Support Services shall be given priority consideration ahead of outside applicants for vacancies in their classification.

15.10.2.6 To the extent possible, changes in assignment shall be voluntary. 15.10.2.7 Each unit member in Support Services considering a change in assignment for the subsequent school year shall have an opportunity, no later than May 1st of the current school year, to request to meet with the site administrator for the site where the vacancy exists.

15.10.2.8 By the end of the fall semester, a unit member in Support Services may request a change of assignment. This request shall be made in writing to their assigning central department administrator.

15.10.2.8.1 If the unit member shall be notified in writing if their request is accepted or denied and if denied, shall receive written reasons for the denial.

15.10.3 Support services reassignment

15.10.3.1 Unit members in Support Services can be reassigned by the District to a different site(s) only for the following reason(s);

15.10.3.1.1 Change in caseload, student enrollment, or program need.

15.10.3.1.2 Change in funding stream(s) or allocations; or 15.10.3.1.3 To comply with required qualifications and/or applicable federal or state law or grant requirements; or

15.10.3.1.4 Program requirements including caseload capacity for special education services, High Potential School status, and number and type of medical needs (for school district nurses).

15.10.3.1.5 Seniority shall pertain when two (2) or more unit members have similar credentials and qualifications.

15.10.3.2 Involuntary reassignments shall not be made or announced without a prior



conference between the affected unit member and their assigning central department administrator, the site supervisor, if applicable, and a union representative.

15.10.3.3 When a reassignment occurs during the school year, the affected unit member shall, upon request, be granted one (1) day of released time without loss of compensation before the start of the new assignment to prepare.

15.10.3.4 In the event of vacancies, the Union and support staff central administrators may convene to discuss a process for reassignment of unit members in Support Services.

15.10.4 Preference form

15.10.4.1 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 between March 15th and May 1st 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 a different site(s) and their reasons why. The preference form shall be distributed with the document referenced in 15.10.5.1. The assigning supervisor shall determine the assignment of their staff.

15.10.4.2 Assignments shall be considered consecutive unless interrupted by an assignment of the unit member's choice as recorded on the assignment preference form.

15.10.4.3 If this preference form is not filed, it shall be deemed to be a request by the unit member to remain at the current site.

15.10.5 Announcements of vacancies

15.10.5.1 When a vacancy opens, each unit member in Support Services shall be sent an updated list of the vacancies in their classification through an ongoing document. The document shall contain the location of the open vacancies, including the specific school sites or locations and the allocations

Certificated, PD for All, Article 18, Platform Area: Fully Staffed Schools

Summary Statement:

Unit members will have additional protections, supports and stipends. Special Education teachers, social workers, psychologists, nurses and other related service providers will have "Job alike" meetings twice a year for an entire contractual day. In addition, these same unit members will also have 'Job alikes' one day per month.

There are several stipends for unit members including induction mentor stipends of \$2,100 for each inductee assigned, new certificated employee mentors will receive \$1,400 for each certificated employee assigned. TSAs will not be eligible for these stipends for mentees and



inductees within the number specified in their job description.

Agreed upon language:

Certificated contract:

18.6 Unit members 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. Requests for additional release time for this purpose shall not unreasonably be denied and may depend on availability of funds designated for this purpose and/or availability of substitutes. Each teacher granted such release time shall file a report on the visitation with their immediate supervisor.

18.12 Special Education teachers, Social Workers, Related Service Providers, Psychologists and Nurses shall have “job-alike” meetings with unit members with similar assignments two (2) times a year for the entire contractual day for the purposes of ongoing training. In addition, Special Education teachers, Social Workers, Related Service Providers, Psychologists and Nurses shall have “job-alike” meetings with unit members with similar assignments on one designated day per month.

18.13 Unit Member Induction

18.13.1 Commencing with the 2023-2024 school year, unit members who hold a preliminary or Level 1 credential shall be enrolled in an induction program that begins in the unit member’s first year of full-time teaching service with the District. A mentor shall be identified and assigned to each participating unit member (inductee) within the first thirty (30) days of the participant’s enrollment in the program, depending on availability of funds designated for this purpose and/or availability of mentors.

18.13.2 Unit members may be selected on a voluntary basis to serve as mentors. All mentors must possess the following qualifications:

18.13.2.1 Knowledge of the context and the content area of the mentee’s assignment;

18.13.2.2 Demonstrated commitment to professional learning and collaboration;

18.13.2.3 Possession of a California clear, or Level 2 credential;

18.13.2.4 Ability, commitment, and flexibility to meet mentee’s needs for support;

18.13.2.5 Minimum of three (3) years of effective experience; and

18.13.3 Unit members selected to serve as Induction mentors shall receive an annual stipend of \$2100 for each inductee assigned.

18.13.3.1 Teachers on Special Assignment (TSA) are not eligible for the stipends provided in section 18.13.3 for mentees assigned within the number specified in their job description. TSA’s may be selected on a voluntary basis to serve as mentors for mentees beyond the number specified in their job description, and shall receive the stipends in accordance with 18.13.3 for each additional mentee.



18.14 New Unit Member Support and Mentoring

18.14.1. Unit members who are not eligible to upgrade their credential (i.e., unit members who do not hold a preliminary or Level 1 credential) shall be enrolled in the New Certificated Employee Support Program and a mentor shall be identified and assigned to each participating unit member as soon as a qualified mentor is identified, depending on availability of funds designated for this purpose and/or availability of mentors.

18.14.2 Unit members may be selected on a voluntary basis to serve as mentors. All mentors must possess the following qualifications:

18.14.2.1 Knowledge of the context and the content area of the mentee’s assignment:

18.14.2.2 Demonstrated commitment to professional learning and collaboration;

18.14.2.3 Possession of a California clear, or Level 2 credential, or Early Childhood Education approved;

18.14.2.4 Ability, commitment, and flexibility to meet mentee’s needs for support;

18.14.2.5 Minimum of three (3) years of effective experience.; and

18.14.3 Unit members selected to serve as New Certificated Employee mentors shall receive an annual stipend of \$1400 for each new certificated employee assigned, (or 2/3 of what Induction mentors make).

18.14.3.1 Teachers on Special Assignment (TSA) are not eligible for the stipends provided in section 18.13.3 for mentees assigned within the number specified in their job description. TSA’s may be selected on a voluntary basis to serve as mentors for mentees beyond the number specified in their job description, and shall receive the stipends in accordance with 18.13.3 for each additional mentee.

If ratified, the contract language will be:

Certificated Article 18: Professional Development

18.6 Unit members 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. Requests for additional release time for this purpose shall not unreasonably be denied and may depend on availability of funds designated for this purpose and/or availability of substitutes. Each teacher granted such release time shall file a report on the visitation with their immediate supervisor.

18.12 Special Education teachers, Social Workers, Related Service Providers, Psychologists and Nurses shall have “job-alike” meetings with unit members with similar assignments two (2) times a year for the entire contractual day for the purposes of ongoing training. In addition, Special Education teachers, Social Workers, Related Service Providers, Psychologists and Nurses shall have “job-alike” meetings with unit members with similar assignments on one designated day per month.



18.13 Unit Member Induction

18.13.1 Commencing with the 2023-2024 school year, unit members who hold a preliminary or Level 1 credential shall be enrolled in an induction program that begins in the unit member's first year of full-time teaching service with the District. A mentor shall be identified and assigned to each participating unit member (inductee) within the first thirty (30) days of the participant's enrollment in the program, depending on availability of funds designated for this purpose and/or availability of mentors.

18.13.2 Unit members may be selected on a voluntary basis to serve as mentors. All mentors must possess the following qualifications:

18.13.2.1 Knowledge of the context and the content area of the mentee's assignment;

18.13.2.2 Demonstrated commitment to professional learning and collaboration;

18.13.2.3 Possession of a California clear, or Level 2 credential;

18.13.2.4 Ability, commitment, and flexibility to meet mentee's needs for support;

18.13.2.5 Minimum of three (3) years of effective experience; and

18.13.3 Unit members selected to serve as Induction mentors shall receive an annual stipend of \$2100 for each inductee assigned.

18.13.3.1 Teachers on Special Assignment (TSA) are not eligible for the stipends provided in section 18.13.3 for mentees assigned within the number specified in their job description. TSA's may be selected on a voluntary basis to serve as mentors for mentees beyond the number specified in their job description, and shall receive the stipends in accordance with 18.13.3 for each additional mentee.

18.14 New Unit Member Support and Mentoring

18.14.1. Unit members who are not eligible to upgrade their credential (i.e., unit members who do not hold a preliminary or Level 1 credential) shall be enrolled in the New Certificated Employee Support Program and a mentor shall be identified and assigned to each participating unit member as soon as a qualified mentor is identified, depending on availability of funds designated for this purpose and/or availability of mentors.

18.14.2 Unit members may be selected on a voluntary basis to serve as mentors. All mentors must possess the following qualifications:

18.14.2.1 Knowledge of the context and the content area of the mentee's assignment;

18.14.2.2 Demonstrated commitment to professional learning and collaboration;

18.14.2.3 Possession of a California clear, or Level 2 credential, or Early Childhood Education approved;

18.14.2.4 Ability, commitment, and flexibility to meet mentee's needs for support;

18.14.2.5 Minimum of three (3) years of effective experience.; and



18.14.3 Unit members selected to serve as New Certificated Employee mentors shall receive an annual stipend of \$1400 for each new certificated employee assigned, (or 2/3 of what Induction mentors make).

18.14.3.1 Teachers on Special Assignment (TSA) are not eligible for the stipends provided in section 18.13.3 for mentees assigned within the number specified in their job description. TSA's may be selected on a voluntary basis to serve as mentors for mentees beyond the number specified in their job description, and shall receive the stipends in accordance with 18.13.3 for each additional mentee.

Certificated , Role Protections For Nurses and Social Workers , Article 37, Platform Area: Fully-Staffed Schools

Summary Statement:

We have new contract language recognizing the need to protect and support the work of School District Nurses and School Social Workers.

Both School District Nurses and School Social Workers now have language to prioritize the core functions of the role over other duties, such as supervision. Both roles will also require the District to make every effort to assign a mentor within the first 30 days of employment at SFUSD, and if possible, match to levels and placements. The District will also make every effort to provide this 1:1 mentorship for the first 2 years of employment. School District Nurses and School Social Workers will also have up to 2 release days each year to observe at other schools, notwithstanding Article 18.6. Additional support comes with monthly "Job alike" meetings to learn and consult with one another.

Agreed upon language:

37. School District Nurses and School Social Worker`s

37.1 School District Nurses

37.1.1 Duties

37.1.1.1 Every site leader will work with the School District Nurse assigned to the school to ensure that the core functions of a School District Nurse, are prioritized over other duties such as site supervision.

37.2 School Social Workers

37.2.1.1 Every site leader will work with the School Social Workers (including Wellness



Counselors and Wellness Coordinators) assigned to the school to ensure that the core functions of a School Social Worker, are prioritized over other duties such as site supervision.

37.3 Mentoring and Training

37.3.1 The District will make every effort to assign a mentor to each School Social Worker and School District Nurse within the first thirty (30) days of the unit member's employment with the District. Whenever possible, the Central Administrator will match the mentor and the unit member according to their assignment within the District (e.g., elementary school, K-8, middle school, or high school; site-based or central-based, etc.). The District will make every effort to provide individualized support/mentoring for the unit member's first two years of employment with the District.

3740:3.2 Notwithstanding Article 18.6, School Social Workers and School District Nurses may have up to two (2) days released time each year to observe other School Social Workers and School District Nurses within the workday for the purposes of skill building and mentoring without loss of compensation.

3740:3.3 In accordance with Article 18.12, School Social Workers and School District Nurses shall have "job-a-like" meetings with School Social Workers and School District Nurses with similar assignments on one designated day per month, for the purposes of ongoing clinical consultation and training.

If ratified, the contract language will be:

New certificated article 37. School District Nurses and School Social Workers

37.1 School District Nurses

37.1.1 Duties

37.1.1.1 Every site leader will work with the School District Nurse assigned to the school to ensure that the core functions of a School District Nurse, are prioritized over other duties such as site supervision.

37.2 School Social Workers

37.2.1.1 Every site leader will work with the School Social Workers (including Wellness Counselors and Wellness Coordinators) assigned to the school to ensure that the core functions of a School Social Worker, are prioritized over other duties such as site supervision.

37.3 Mentoring and Training

37.3.1 The District will make every effort to assign a mentor to each School Social Worker and School District Nurse within the first thirty (30) days of the unit member's employment



with the District. Whenever possible, the Central Administrator will match the mentor and the unit member according to their assignment within the District (e.g., elementary school, K-8, middle school, or high school; site-based or central-based, etc.). The District will make every effort to provide individualized support/mentoring for the unit member's first two years of employment with the District.

37-3.2 Notwithstanding Article 18.6, School Social Workers and School District Nurses may have up to two (2) days released time each year to observe other School Social Workers and School District Nurses within the workday for the purposes of skill building and mentoring without loss of compensation.

37-3.3 In accordance with Article 18.12, School Social Workers and School District Nurses shall have "job-a-like" meetings with School Social Workers and School District Nurses with similar assignments on one designated day per month, for the purposes of ongoing clinical consultation and training.

Certificated, Community Schools, Article 41, Platform Area: Student Supports

Summary Statement:

Community Schools are a priority strategy not just for UESF, but for all of California Teachers' Association (CTA) unions. UESF was able to win a new article on Community Schools, including a shared definition, a Community School Coordinator and regular professional development.

The transformational opportunity of Community Schools is in its' Shared Decision making at the core. Students, families, educators, and community will have Shared Decision making practiced at Community Schools, making decisions together on every aspect of schooling.

It has also been agreed upon that SFUSD will convene a Steering Committee that will be responsible for guiding the Community School strategy, any incoming monies, including from Prop G - Student Success Fund, and provide transparency by providing feedback on progress to the public and Board of Education. This committee will be comprised of representatives of the Student Advisory Committee, Joint Advisory Committee, UESF, Superintendent and designee, and community partner.

Agreed upon language:

Community Schools



41. Community Schools

41.1 Definition

41.1.1 “Community School” means any SFUSD school defined as such according to California Education code and eligible for the CDE California Community School Partnerships Program (CCSPP) and defined by California Ed Code or other relevant law.

4.1.1.2 An SFUSD school that receives a CDE CCSPP grant will be considered a community school during the term of the grant. A site lead for an SFUSD school eligible for a CDE CSSP grant that is not awarded the grant may elect to be considered a community school.

41.1.23 The District and the union agree to meet and confer regarding negotiable impacts as they continue to be developed.

41.2 Purpose

41.2.1 Community schools serve pre-Kindergarten through high school students using a “whole-child” approach, with an integrated focus on academics, health and social services, youth and community development, and shared decision-making. As a school improvement strategy, community school initiatives enable the District and school to work closely and share decision-making with educators, students, and families to understand and address the unique needs, assets, and aspirations of the school community. Community schools then design their own curricula and programs to support the whole child and partner with community-based organizations and local government agencies to align community resources to realize a shared vision for success. Community schools improve student outcomes by addressing students’ academic, cognitive, physical, mental, and social-emotional needs. In addition to orchestrating governmental and community resources, community schools meet the needs of children and youth by building a positive school climate and trusting relationships, along with rich learning opportunities that prepare all students to succeed in college, career, and life.

41.3 Requirements

41.3.1 Each community school shall:

41.3.1.1 Schools shall have a designated Community School Coordinator position if they have grant funding to support such a position.

41.3.1.21 Receive regular and consistent professional development and/or coaching for school teams, including Community School Coordinators, Principals, teachers, paraeducators and other staff or stakeholders;and

41.3.1.23 Have a site-based process for co-creation of goals, data analysis, and plans as a Community School integrated within the School Site Council structure.

41.4 Community Schools Steering Committee



41.4.1 The District will establish a District level Community Schools Steering Committee, where students, families, educators and community come together in a steering and leadership capacity to provide guidance on the Community Schools Initiative and guide alignment of District’s strategic plan of the Community Schools Initiative.

41.4.2 The steering committee shall:

41.4.2.1 Advise the Superintendent, or their designee, to provide Community Schools with regular and consistent professional development, coaching and other supports to deepen their Community School strategy

41.4.2.2 Provide regular guidance and feedback on the District’s Community Schools Framework to the Superintendent or his/her/their designee ;

41.4.2.4 Provide guidance on and assessment of any incoming monies associated with the Community School strategy, including funds from the Student Success Fund (Proposition G); and

41.4.2.5 Provide feedback on annual reports on progress of Community Schools Initiative, including effectiveness of implementation and student progress, to the Superintendent or their designee and the Board of Education

41.4.3 The steering committee will be comprised of representatives from each of the following entities; Student Advisory Committee, Joint Advisory Committee, UESF, Superintendent or their designee, and a community partner. The steering committee membership should be composed of members who have displayed a commitment to the Community Schools strategy and who may represent the following focal groups: communities of color, working class families, differently abled, LGBTQ+, immigrant, different education levels and language abilities, and those who attend, or work at a current Community School.

If ratified, the contract language will be:

NEW ARTICLE (existing 41 will be shifted when full contract is updated)

41. Community Schools

41.1 Definition

41.1.1 “Community School” means any SFUSD school defined as such according to California Education code and eligible for the CDE California Community School Partnerships Program (CCSPP) and defined by California Ed Code or other relevant law.

41.1.2 An SFUSD school that receives a CDE CCSPP grant will be considered a community school during the term of the grant. A site lead for an SFUSD school eligible for a CDE CSSP grant that is not awarded the grant may elect to be considered a community school.

41.1.23 The District and the union agree to meet and confer regarding negotiable



impacts as they continue to be developed.

41.2 Purpose

41.2.1 Community schools serve pre-Kindergarten through high school students using a “whole-child” approach, with an integrated focus on academics, health and social services, youth and community development, and shared decision-making. As a school improvement strategy, community school initiatives enable the District and school to work closely and share decision-making with educators, students, and families to understand and address the unique needs, assets, and aspirations of the school community. Community schools then design their own curricula and programs to support the whole child and partner with community-based organizations and local government agencies to align community resources to realize a shared vision for success. Community schools improve student outcomes by addressing students’ academic, cognitive, physical, mental, and social-emotional needs. In addition to orchestrating governmental and community resources, community schools meet the needs of children and youth by building a positive school climate and trusting relationships, along with rich learning opportunities that prepare all students to succeed in college, career, and life.

41.3 Requirements

41.3.1 Each community school shall:

41.3.1.1 Schools shall have a designated Community School Coordinator position if they have grant funding to support such a position.

41.3.1.21 Receive regular and consistent professional development and/or coaching for school teams, including Community School Coordinators, Principals, teachers, paraeducators and other staff or stakeholders;and

41.3.1.23 Have a site-based process for co-creation of goals, data analysis, and plans as a Community School integrated within the School Site Council structure.

41.4 Community Schools Steering Committee

41.4.1 The District will establish a District level Community Schools Steering Committee, where students, families, educators and community come together in a steering and leadership capacity to provide guidance on the Community Schools Initiative and guide alignment of District’s strategic plan of the Community Schools Initiative.

41.4.2 The steering committee shall:

41.4.2.1 Advise the Superintendent, or their designee, to provide Community Schools with regular and consistent professional development, coaching and other supports to deepen their Community School strategy

4.2.2 Provide regular guidance and feedback on the District’s Community Schools Framework to the



Superintendent or his/her/their designee ;

41.4.2.4 Provide guidance on and assessment of any incoming monies associated with the Community School strategy, including funds from the Student Success Fund (Proposition G); and

41.4.2.5 Provide feedback on annual reports on progress of Community Schools Initiative, including effectiveness of implementation and student progress, to the Superintendent or their designee and the Board of Education

41.4.3 The steering committee will be comprised of representatives from each of the following entities; Student Advisory Committee, Joint Advisory Committee, UESF, Superintendent or their designee, and a community partner. The steering committee membership should be composed of members who have displayed a commitment to the Community Schools strategy and who may represent the following focal groups: communities of color, working class families, differently abled, LGBTQ+, immigrant, different education levels and language abilities, and those who attend, or work at a current Community School.

Section 3: Additional Agreements

- Special Education Working Group/Reopener
 - The biggest win for special education is the working group that will feed into a reopener beginning Feb.1 2024. The language we agreed on is: “Within thirty (30) days of ratification of this agreement, the parties shall form a working group consisting of up to eleven (11) District representatives and up to eleven (11) Union representatives to develop recommendations regarding special education workloads by no later than February 1, 2024. The working group shall meet during normal work hours at least once per month. Union representatives shall be granted a reasonable amount of release time without loss of compensation to attend working group meetings. The parties shall reopen negotiations over special education workloads by no later than February 1, 2024, with the goal of reaching an agreement that can be implemented by the start of the 2024-2025 school year.” The working group and reopener will also include issues related to job protections for nurses and social workers. A job audit was agreed upon for these roles as part of the working group.
- AP Preps
 - The district attempted to cut AP preps to fund salary increases. UESF did not agree to any cut to AP preps. There is NO change in contract language in Article 7 on AP preps. The following language stands:



- “[Certificated] Article 7.2.11” The District shall provide two (2) additional conference/preparation periods to each comprehensive high school for Advanced Placement (AP) classes, plus an additional conference period based on a fixed \$600 per exam taken at each school the prior year. This funding shall be used to provide one (1) additional conference/preparation period for each teacher of AP classes with classes of twenty-five (25) students or more. Teachers of AP classes with fewer than twenty-five (5) students shall receive an annual stipend of \$3000. Teachers of AP classes may make recommendations to the principal for allocating AP additional conference/preparation periods.”
- Priority Schools Assignment
 - We were not able to win the proposed language in our contract. The current board policy stands and is outlined in Board Policy 5101. Educators do have limited priority school assignment but not to the degree UESF had proposed. Testimony shared during the negotiations made it clear that the Board was not well communicated by district management nor was it properly implemented by district processes. The District stated a shared “interest in having the school assignment process support recruitment and retention of staff members and as such will recommend an amendment to the policy by December 15, 2023.”
 - In addition District management has already amended the current application for priority school assignments to include identifying employee applications from the beginning of the process.