

**SAN FRANCISCO UNIFIED SCHOOL DISTRICT AND  
UNITED EDUCATORS OF SAN FRANCISCO  
FOR 2020-2023 SUCCESSOR AGREEMENTS  
AND  
MEMORANDUM OF UNDERSTANDING BETWEEN  
SAN FRANCISCO UNIFIED SCHOOL DISTRICT AND  
UNITED EDUCATORS OF SAN FRANCISCO  
REGARDING STAFFING STABILIZATION FROM ONE-TIME  
PROPOSITION G FUNDS**

**January 28, 2022**

The following is a Tentative Agreement regarding contract negotiations for the 2020-2023 successor contracts for both certificated and classified personnel and a Memorandum of Understanding (“MOU”) regarding the use of one-time Proposition G funds used for the purpose of staffing stabilization and for the recruitment and retention of certificated and classified bargaining unit members.

The provisions of the 2017-2020 Contracts Covering Certificated and Classified Personnel between the San Francisco Unified School District (“District”) and the United Educators of San Francisco (“Union”) collectively known as the “Parties” and any active Memoranda of Understanding shall remain in full force and effect except as modified or amended as specifically set forth below in this Tentative Agreement. This tentative agreement shall be in effect upon the ratification by both the Board of Trustees of the San Francisco Unified School District and by the members of the United Educators of San Francisco.

**Contract Covering Certificated Personnel:**

**6. Professional Rights**

- 6.1 With respect to professional employment, the religious, political, and private life of any member of the bargaining unit shall not be grounds for disciplinary action except as it may directly prevent them from effectively performing properly assigned functions during the work day.
- 6.2 Academic Freedom – The District and the Union agree that academic freedom is essential to the fulfillment of the purposes of the San Francisco Unified School District, and they acknowledge that fundamental need to protect teachers from unreasonable censorship or

restraint which might interfere with their obligation to pursue truth in the performance of their jobs with the District.

6.2.1 A teacher's academic freedom is their right and responsibility to study, investigate, present, interpret, and discuss all the relevant facts and ideas in the field of their professional competence. This freedom implies no limitation other than those imposed by generally accepted standards of scholarship. As a professional, the teacher strives to maintain a spirit of free inquiry, open-mindedness, and impartiality in the classroom. As a member of an academic community, however, the teacher is free to present in the field of his or her professional competence their opinions or convictions and with them the premises from which they are derived.

6.2.2 Within the bounds of Board policies and administrative regulations, as well as adopted state and district curriculums, teachers shall have the opportunity to utilize best practices in employing their teaching methodologies that address students' different learning styles. Teachers shall also have the discretion to use supplemental materials and develop supplementary lessons aligned with California content standards and district adopted core curriculum.

- 6.3 Listening, recording, television, or other monitoring devices shall not be used in any part of the building to violate teachers' rights.
- 6.4 A member of the bargaining unit who is an officer of a state, regional, or national educational organization, or who has been regularly elected by his local organization to represent the organization at a state, regional, or national convention, or who is on a program of such a convention or conference, may be excused without loss of salary to attend such convention.
- 6.5 The District endeavors to make sufficient clerical support, telephones, equipment and materials available at each site to conduct the instructional program. Sites will be surveyed periodically to determine where there is a need for additional services, furniture, or equipment. In the interim there shall be reasonable access to equipment consistent with equipment capacity and site resources. Plans will be developed to meet these needs to the degree possible within the available resources. To the degree possible within the available resources, the District will make sufficient materials and supplies available at each site to conduct the instructional program.
- 6.6 Teachers regularly assigned to a site shall participate in the process of interviewing, selecting, training, and scheduling classroom support personnel, whenever possible.

6.7 The District endeavors to provide appropriate work space and adequate telephone access at each site to teachers who are assigned to and travel to more than one school. Sites will be surveyed periodically to determine where there is a need for additional services, furniture, or equipment. Plans will be developed to meet these needs to the degree possible within the available resources.

#### **6.8 Emergency coverage plans**

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

#### **6.9 Suspected child abuse reporting requirements**

- 6.9.1 Within the first six (6) weeks of each school year, or within the first six (6) weeks of initial hire, all bargaining unit members shall complete training on their mandated reporter duties. All bargaining unit members shall have access to a District computer at the work site for the purpose of completing the training. Trainings shall be scheduled within the regular work day in consultation with the Union Building Committee for the work site.
- 6.9.2 If a bargaining unit member notifies their immediate supervisor of an actual or potential case of child abuse, the supervisor shall provide assistance to that bargaining unit member in their fulfillment of legal responsibilities. Nothing in this section relieves a bargaining unit member of their individual duty to make a report to the appropriate child protective service agency if they have a reasonable suspicion of child abuse or neglect.
- 6.9.3 The District shall, to the maximum extent permitted by law, respect and maintain the confidentiality of all information on child abuse which a bargaining unit member reports to the appropriate child protective service agency.
- 6.9.4 The District shall provide legal defense assistance to a bargaining unit member who is sued as a result of their reporting of a child abuse instance.

### **8. Parent-Teacher Conferences**

## **8.1 Elementary**

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

## **41. Duration**

This contract shall be effective from July 1, 2020 through June 30, 2023. Nothing contained herein shall preclude the parties from mutually agreeing to negotiate any other subject during the term of the agreement.

## **42. Reopeners**

This contract may be reopened on or after July 1, 2022 for the 2022-2023 school year by either or both of the parties on Article 11 – Salaries, Increments, and Classification Changes (including Appendix B – Salary Schedules), Article 12 – Fringe Benefits, and up to two (2) additional articles of each party’s choice.

## **Contract Covering Classified Personnel:**

### **2. Definitions**

- 2.10 “Probationary period” is the six (6) month period (three [3] month period in the case of a promotive position) of initial service in a regular assignment, excluding temporary, limited term, restricted, casual, substitute or as-needed employment.
- 2.10.1 Effective July 1, 2020, the “probationary period” for initial service in a regular assignment shall be six months or 130 days of paid service, whichever is longer in accordance with Education Code section 45113 (excluding temporary, limited term, restricted, casual, substitute or as-needed employment). For promotive positions, the

“probationary period” shall be 3 months or 65 days of paid service, whichever is longer.

2.10.2 “Days of paid service” as used in this section mean days actually worked, vacations and holidays, but excludes leaves of absence related to illness, industrial accident or pregnancy.

#### **4. Professional Rights**

4.1 With respect to professional employment, the religious, political, and private life of any member of the bargaining unit shall not be grounds for disciplinary action except as it may directly prevent them from effectively performing assigned functions during the work day or as it may expose the District to liability for the unit member to work with students.

4.2 Listening, recording, television, or other monitoring devices shall not be used by either the District or the unit member to violate each other’s rights.

4.3 A member of the bargaining unit who is an officer of a state, regional, or national educational organization, or who has been regularly elected by their local organization to represent the organization at a state, regional, or national convention, or who is on a program of such a convention or conference, may be excused without loss of salary to attend such convention.

4.4 Nothing contained herein shall be construed to deny any unit member their rights under the California Education Code or under other applicable state and federal law or constitution.

4.5 A unit member shall be entitled to representation by the Union on matters of employee/employer relations that may adversely affect them.

4.6 Each unit member shall, upon initial employment, receive a job description for their assignment. The District will share an electronic folder containing all bargaining unit job descriptions with the Union annually at the beginning of each school year.

4.7 No unit member shall be prohibited from accepting employment in two (2) or more of the District’s bargaining units. No combination of regular assignments may total more than forty (40) hours per week or have conflicting regular job schedules.

4.8 Upon request, a substitute may be provided for each absent unit member.

4.9 The District and Union shall form a joint committee, with equal representation, to examine and recommend appropriate in-service activities for unit members.

4.10 Whenever possible, United Support Personnel shall participate in the process of interviewing, selecting, training, and scheduling of United Support Personnel (USP).

#### **4.11 Suspected child abuse reporting requirements**

- 4.11.1 Within the first six (6) weeks of each school year, or within the first six (6) weeks of initial hire, all paraeducators shall complete training on their mandated reporter duties. All paraeducators shall have access to a District computer at the work site for the purpose of completing the training. Trainings shall be scheduled within the regular work day in consultation with the Union Building Committee for the site.
- 4.11.2 If a paraeducator notifies their immediate supervisor of an actual or potential case of child abuse, the supervisor shall provide assistance to that paraeducator in their fulfillment of legal responsibilities. Nothing in this section relieves a paraeducator of their individual duty to make a report to the appropriate child protective service agency if they have a reasonable suspicion of child abuse or neglect.
- 4.11.3 The District shall, to the maximum extent permitted by law, respect and maintain the confidentiality of all information on child abuse which a paraeducator reports to the appropriate child protective service agency.
- 4.11.4 The District shall provide legal defense assistance to a paraeducator who is sued as a result of their reporting of a child abuse instance.

**7. Evaluations**

- 7.1.5 A formal, written evaluation for every probationary employee shall take place during the last thirty (30) days of paid service during the probationary period. The employee's next formal, written evaluation under section 7.1.4 above shall not take place until the following school year.

All other provisions of Article 7 – Evaluations remain status quo.

**10. Vacations and Holidays**

- 10.1.3 Employees covered by this agreement shall be eligible to use accrued vacation after six (6) months of continuous bargaining unit service.

All other provisions of Article 10 – Vacations and Holidays remain status quo.

**30. Duration**

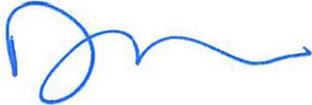
This contract shall be effective from July 1, 2020 through June 30, 2023. Nothing contained herein shall preclude the parties from mutually agreeing to negotiate any other subject during the term of the agreement.

**31. Reopeners**

This contract may be reopened on or after July 1, 2022 for the 2022-2023 school year by either or both of the parties on Article 13 – Pay and Allowances and Fringe Benefits

(including Appendix C – Salary Schedules) and up to two (2) additional articles of each party's choice.

**San Francisco Unified School District**



Daniel Menezes  
Acting Chief of Labor Relations

Date: 1/31/22

**United Educators of San Francisco**



Cassandra Curiel  
President

Date: 01/31/2022