

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

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

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

**Additional Teacher Compensation:**

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

**Continuing Education:**

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

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

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

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

**Paraprofessional Continuing Education:**

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

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

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

**Paraprofessional Retirement System:**

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

**CDP Staffing Pilot Program:**

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

**Substitutes:**

A total of forty (40) substitutes shall be granted the benefits offered to 160-day substitutes. Parcel tax revenues shall be used, in addition to the amount currently stated in the collective bargaining agreement, for this purpose. Effective beginning in the 2008-2009 school year, all 160-day substitutes shall be assigned to hard-to-staff schools. On any day that no hard-to-staff school assignment is available for a 160-day substitute, that 160-day substitute may select a substitute assignment at a non-hard-to-staff school for that day. A new classification shall be created for these forty (40) bargaining unit members. The District and the Union shall consult on the procedures to implement this section.

**Master Teachers:**

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

**Hard to Staff Schools:**

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

determine an appropriate method of reporting the time spent. The District, in consultation with the Union, may select up to twenty-five (25) schools to receive the hard-to-staff designation.

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

**Hard to Fill Subject Areas:**

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

**Support for School Site Increases in Achievement:**

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

**Teacher Support and Accountability:**

- A. The District will use parcel tax revenues to increase the number of Peer Assistance and Review (PAR) coaches by no more than five. If five additional coaches are not needed, then the additional money will be redirected to certificated salaries covered by this parcel tax MOU.
- B. Recommendations to the Labor/Management Evaluation Committee that is charged with developing a new evaluation procedure for certificated personnel shall also include recommendations for changes in the PAR program. The District and the Union shall direct their appointees to the Labor/Management Evaluation Committee charged with these responsibilities to report to the Superintendent and to the President of the Union no later than One Hundred Twenty (120) working days following the passage of the parcel tax.
- C. The following changes will be made to the PAR program:
  - 1. Teachers who receive a “needs improvement” rating for two consecutive semesters shall be eligible to be referred to the PAR program, and shall be admitted by the mutual agreement of the Co-Chairs. If the PAR Panel Co-

Chairs fail to agree, the individual's participation in PAR shall be appealed by the Co-Chairs to the Superintendent for final determination.

2. A teacher who has exited the PAR program and subsequently receives an unsatisfactory notice may subsequently be moved to dismissal by the district in accordance with due process as provided in the Education Code. The PAR panel findings shall also be admissible in any dismissal proceedings.
3. The following essential standards are linked to the California Standards for the Teaching Profession and shall be required for teachers to demonstrate proficiency:

#### CSTP Essential Standards

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

#### **Savings Clause:**

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

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

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

For the District

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

For the Union

Brian Kelly 25 Jan 2008  
Linda Black 1/25/08  
Carole Samora 1/25/08  
Am. Lopez 1/25/08  
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