

**AGREEMENT BETWEEN
SAN FRANCISCO UNIFIED SCHOOL DISTRICT AND
UNITED EDUCATORS OF SAN FRANCISCO**

**MEMORANDUM OF UNDERSTANDING REGARDING EXPENDITURE
OF PROPOSITION A UNALLOCATED REVENUES
PURSUANT TO THE MOU ATTACHED AS APPENDIX M
OF THE 2007-2010 CONTRACT BETWEEN THE PARTIES**

June 1, 2009

The following Memorandum of Understanding (“MOU”) is the result of negotiations between the Union and the District pursuant to the Savings Clause of Appendix L of the 2007-2010 contract between the parties.

1. Effective July 1, 2009, expenditure of unallocated ongoing funds attributable to the 2009-2010 school year shall be implemented as follows:
 - a. Professional development for paraprofessionals shall be increased from twelve (12) to eighteen (18) hours annually.
 - b. Professional development for Child Development Program teachers shall be increased from six (6) to eighteen (18) hours annually.
 - c. Paraprofessionals shall receive a \$250 flat salary allocation annually, to be paid in the last pay warrant in November.
 - d. Child Development Program teachers shall receive a \$500 flat salary allocation annually, to be paid in the last pay warrant in November.
 - e. Substitute employees shall be eligible to receive one of the following bonuses each semester:
 - i. \$200 for teaching at least sixty (60) days per semester.
 - ii. \$400 for teaching at least fifty (50) days per semester in a hard to staff school.
 - iii. Substitutes are eligible to receive only one of the foregoing bonuses each semester, that being whichever is greater. The maximum annual bonus shall be \$800 if the substitute satisfies the minimum teaching requirement in section (ii), above for both semesters. A substitute may also qualify for the bonus in section (i) for the first semester and the bonus for section (ii) in the second semester, or vice-a-versa.
 - iv. Bonuses will be paid in the pay warrant following the end of each semester.
2. Professional Development for Teachers (formerly “Staff Development Buyback Day Program”): Effective July 1, 2009, expenditure of one-time carryover funds attributable to the 2008-2009 school year shall be implemented as follows:
 - a. One-time carryover funds attributable to the 2008-2009 school year shall be allocated in a dollar amount equal to the twenty percent (20%) reduction in funding for the three professional development days effective with the 2009-2010 school year.
 - b. The foregoing amount is estimated to be \$725,201 at the time of this MOU. The actual expenditure of Proposition A funds under this section shall, however, be increased or decreased appropriately according to whether there are additional cuts or increases in

categorical funding that impact the revenue normally dedicated to the three professional development days.

- c. The provisions set forth in sections 2(a) and (b) above shall apply in the same manner to the 2010-2011 school year (i.e., an additional allocation of one-time carryover funds attributable to 2008-2009 Proposition A revenue to offset the reduction in funding for the three professional development days).
 - d. Following expenditure of the funds set forth in sections 2(a), (b) and (c) above, the balance of one-time carryover funds attributable to the 2008-2009 school year Proposition A revenue will remain as a reserve to offset the future cost of the professional development days to whatever degree they are not fully funded by the state until such time as the carryover funds are fully expended, or the parties reach agreement to fully fund such days with an ongoing revenue stream, or June 30, 2013, whichever occurs first.
3. In addition to the foregoing, the parties agree that, commencing with the 2009-2010 school year, a dollar amount equal to one-half of the annual shortfall in state funding for the three professional development days, as described above, shall be allocated on an annual basis from unallocated ongoing funds attributable to the 2009-2010 and/or subsequent school years through and including June 30, 2013.
- a. The foregoing amount is estimated to be \$362,601 at the time of this MOU. The actual allocation of Proposition A funds under this section shall, however, be increased or decreased appropriately according to whether there are additional cuts or increases in categorical funding that impact the revenue normally dedicated to the three professional development days.
 - b. The allocation equal to the foregoing amount (one-half of the annual shortfall in state funding) shall be made annually inasmuch as the source of such is ongoing revenue attributable to the 2009-2010 and/or subsequent school years through and including June 30, 2013.
 - c. The reserve set forth in section 2(a) through (d) above is to be used to offset any shortfall in funding for the three professional development days that may remain after applying the allocation set forth in section 3(a) and (b) above until such time as the reserve funds set forth in section 2 are fully expended, or the parties reach agreement to fully fund such days with an ongoing revenue stream, or June 30, 2013, whichever occurs first.
4. The parties agree that the intended use of the one-time and ongoing funds set forth in sections 2 through 3 above is to maintain the three professional development days (and corresponding salary) as part of the 184 day teacher workyear, notwithstanding the elimination of the Buyback Day Program, the reduction in categorical funding that currently supports these days, and the prospective removal of limitations on the use of such categorical funding. The parties therefore agree it is in their mutual interest to negotiate prior to June 30, 2013 an agreement to establish and maintain an ongoing revenue stream to fully fund such days.
5. Notwithstanding any prior tentative agreements between the parties, negotiations over any remaining and unallocated ongoing funds attributable to the 2009-2010 school year shall commence on or about October 15, 2009.

TENTATIVE AGREEMENT BETWEEN
SAN FRANCISCO UNIFIED SCHOOL DISTRICT AND
UNITED EDUCATORS OF SAN FRANCISCO

MEMORANDUM OF UNDERSTANDING REGARDING EXPENDITURE
OF PROPOSITION A UNALLOCATED REVENUES
PURSUANT TO THE MOU ATTACHED AS
APPENDICES L (CERTIFICATED) AND I (CLASSIFIED)
OF THE 2007-2010 CONTRACTS BETWEEN THE PARTIES

**Language Reflecting Spreadsheet Tentative Agreement and
Memorandum of Understanding Signed by the Parties on January 27, 2010**

January 27, 2010

The following Memorandum of Understanding (“MOU”) is the result of negotiations between the District and the Union pursuant to the Savings Clause of Appendices L (certificated) and I (classified) of the 2007-2010 negotiated Contracts between the parties.

This MOU contains agreed upon language to reflect and conform to the “spreadsheet” TA/MOU on Proposition A signed by the parties on January 27, 2010. That document is attached hereto and incorporated herein; therefore these two TAs/MOUs comprise the complete agreement between the parties regarding expenditure of Proposition A funds attributable to the 2010-2011 school year.

2009-2010 One-Time Only Early Retirement Incentive

1. For the 2009-2010 school year only, unit members in the following classifications shall be eligible for a one-time only early retirement incentive stipend in the amounts and subject to the requirements set forth below.
2. The first two hundred (200) certificated unit members serving in K-12 or CDP positions shall receive an incentive stipend of \$4300. This amount includes the incentive contained in section 24.4 of the Contract (certificated).
3. The first one hundred (100) paraprofessional unit members serving in the K-12 or CDP program shall receive an incentive stipend of \$1000.
4. In order to receive the incentive stipend, otherwise eligible unit members must notify the District’s Human Resources Department in writing no later than 5:00 p.m. March 1, 2010 of his or her plan to retire effective June 30, 2010.
5. The incentive stipend shall be paid on July 1, 2010.

Health Insurance – Dependent Medical Coverage: The following language modifies sections 12.1.1 (certificated) and 13.12.1 (classified) of the Contracts to reflect a \$10 per month increase in dependent medical coverage for the 2010-2011 school year and an additional increase of \$13.72 per month for the 2011-2012 school year (for a total \$23.72 increase over two years):

Effective July 1, 2010, the District shall make the following monthly one-twelfth [1/12] annual contributions for eligible unit members who have dependents enrolled for medical insurance coverage: up to \$210/month for employee plus one dependent; up to \$260/month for family coverage.

“Eligible” shall mean a unit member who has worked 50% or more of a full time assignment for his/her classification or (combination thereof) and who has been receiving an employee-only premium contribution by the District.

Effective July 1, 2011, the District shall make the following monthly one-twelfth [1/12] annual contributions for eligible unit members who have dependents enrolled for medical insurance coverage: up to \$223.72/month for employee plus one dependent; up to \$273.72/month for family coverage.

“Eligible” shall mean a unit member who has worked 50% or more of a full time assignment for his/her classification or (combination thereof) and who has been receiving an employee-only premium contribution by the District.

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MEMORANDUM of UNDERSTANDING REGARDING EXPENDITURE OF PROPOSITION A UNALLOCATED REVENUES PURSUANT TO THE MOU
ATTACHED AS APPENDIX M OF THE 2007-2010 CONTRACT BETWEEN THE PARTIES

January 27, 2010

The following Memorandum of Understanding ("MOU") is the result of negotiations between the Union and the District pursuant to the Savings Clause of Appendix L of the 2007-2010 contract between the parties.

Gross Revenue		\$ 33,121,080.00
Admin Fee (Treasurer's Office)		\$ (209,000.00)
Expected Delinquent Payments		\$ (500,000.00)
Actual Gross Revenue		\$ 32,412,080.00
Indirect Cost (3.71% SFUSD)		\$ (1,190,583.50)
Election Costs		\$ (250,000.00)
Net Revenue		\$ 30,971,496.50
08-09 Net		\$ 29,744,938.00
Increase		\$ 1,226,558.50
Negotiable Portion (71.3%)		\$ 874,536.21
PD Day		\$ (362,601.00)
Remaining Negotiable Portion (i.e. ongoing funds)		\$ 511,935.21
Whole School Incentive*		\$ 600,000.00
FY 2009-2010 funds available*		\$ 1,111,935.21
FY 2009-2010 Proposed Expenditures		\$ 1,115,860.00
<i>Early Retirement Incentive</i>	<i>Per Person</i>	<i>Total Cost</i>
First 200 K-12/CDP**	\$ 4,300.00	\$ 800,000
First 100 Para (K-12 & CDP)	\$ 1,000.00	\$ 100,000
Cost of \$10 per member health dependent in 2010-2011		\$ 215,860
Surplus (Deficit) for 2009-2010		(\$3,925)
FY 2010-2011 funds available (ongoing)		\$ 511,935
FY 2010-2011 Proposed Expenditures		\$ 511,935
Cost of \$23.72 per member health dependent in 2011-2012 (cumulative with amount added in 2010-2011)		\$ 511,935
Surplus (Deficit) for 2010-2011		\$0

*Note that the \$600,000 from the Whole School Incentive is one-time and will not occur in 2010-2011.

**This amount includes the \$600 contractual retirement incentive.