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## **SFUSD Counter Proposal to UESF**

The District has reviewed UESF's proposal presented and offers the items below.

### **UESF Counter Proposal for Stability for Our Schools**

#### **Rationale**

~~The stability package produced by UESF is structured as a two year agreement to enable both SFUSD and UESF to best address the needs of our students, families, educators, and communities as they arise. Students deserve safe, stable, and fully staffed schools and this package is designed to meet these needs. One way to attract and retain the best educators is to fund competitive salaries and dependent healthcare. When our educators have what they need, our students are able to receive the quality education they deserve. Our students also need fully funded equitable special education programming and support which ensures safety and security.~~

## **Salary**

#### **Certificated Employees**

~~25-26 2.0%~~

~~26-27 2.0%~~

~~27-28 2.0% with trigger language~~

~~The District will provide a 2.0 percent salary increase effective July 1, 2025, an additional 2.0 percent salary increase effective July 1, 2026 and an additional 2.0 percent salary increase effective July 1, 2027. These increases will apply to all certificated salary schedules, including substitutes.~~

#### **Classified Employees**

~~25-26 2%~~

~~26-27 2%~~

~~27-28 2% with trigger language~~

~~All cells on the UESF classified salary schedule will be increased by \$2.00 effective July 1, 2025.~~

~~Additionally, the District will provide a 2.0 percent salary increase effective July 1, 2025, an additional 2.0 percent salary increase effective July 1, 2026 and an additional 2.0 percent salary increase effective July 1, 2027. All classified employees will be paid bimonthly as the new system of record (Frontline) only pays bimonthly or monthly.~~

~~If at the close of fiscal year 2028 (September) there is an unrestricted fund balance greater than 50 million, the amount over \$50 million will be divided between district employees equally as a bonus by FTE. Fund 17, district commitments and assignments,~~

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~~and the required unspendable components of ending fund balance (stores, statutory 2%, etc.) are excluded from this calculation.~~

~~In addition, the District commits to convening a joint labor management classified compensation workgroup by September 2026 to review recruitment and retention data, regional wage comparability, hours, differentials, and career ladder structures. The purpose of this workgroup will be to inform improvements in the next successor agreement.~~

~~The San Francisco Unified School District proposes to eliminate AP Preps (Article 7), Paid sabbatical leaves (Article 10), Department Head Preps and Stipends (Article 32), and Class Size Limits (Article 9) to be able to find monies to offer ongoing salary increases.~~

### **35 Work Week for all (TK-12+) Classroom Paras**

~~9.1.1 Classroom Paraeducators, TK through 12 and including ACCESS programs, will work a seven-hour (7) work day, [thirty-five-hour (35) week], including scheduled breaks and planning time. For the 2025-2026 school year unit members can choose to maintain a shorter work schedule. Starting in the 2026-2027 school year, the regular work day for all classroom paraeducators, TK through 12, and including ACCESS programs shall be 7 hours not including the allotted duty free lunch period.~~

### **1 Hour for T10s**

~~9.1.2 T10 Security Aids will be offered an eight-hour (8) work day [forty-hour (40) week], including scheduled breaks.~~

### **Planning Time**

~~9.2.2 United Support Personnel who work with classroom teachers may shall be granted one (1) hour planning time per week, in blocks no smaller than twenty (20) minutes, for necessary preparations. This time shall be scheduled in collaboration between site administration and the site UBC at the beginning of each school year.~~

### **Floating Holidays**

#### **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 ten (6) (10) Floating Holidays, the scheduling of which shall be according to section 10.2.4.2.

### **13.1.2 2025-2027 School Years**

~~13.1.2.1 The salary schedules and hourly rates in Appendix C shall be adjusted to reflect a fourteen 14% increase, with 7 percent effective in July 1 2025 and 7 percent effective in July 1 2026. two dollar (\$2) per hour increase to the hourly rate in each cell of~~

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the salary schedules. The salary schedules shall then be adjusted to reflect a two percent (2%) increase at each step for steps one (1) through step five (5) and at career increment A and B.

13.6.1 Effective July 1, 2026, Each unit member shall receive his/her their payroll warrant or pay card according to the a bi-monthly schedule established for other non-certificated employees of the District. Unit members who hold both a certificated and a classified position with the District will be subject to following the certificated monthly pay schedule.

13.6.1.10 Unit members receiving supplemental pay for hours worked beyond their regularly scheduled hours will receive their payroll warrant on the tenth (10th) of the month following the close of the pay period.

### **Career Increment C**

#### **13.7 Advancement on the Salary Schedule**

13.7.1 A unit member in permanent status ~~will continue to get a step increment on his/her anniversary date, but in no event advance more than one (1) step increment per year. who has physically worked 75% of their assignment, will advance one step increment at the beginning of the fiscal year in which the unit member's on each anniversary date of employment occurs, until Step 5.~~

**13.7.1.1 Bargaining unit members who have completed three (3) consecutive anniversaries at Step 5 shall advance to Career Increment A.**

**13.7.1.2 Bargaining unit members who have completed three (3) consecutive anniversaries at Career Increment A shall advance to Career Increment B**

**13.7.1.3 Bargaining unit members who have completed three (3) consecutive anniversaries at Career Increment B shall advance to Career Increment C.**

### **Para Specialized Services - Medical**

13.12.2 Paraeducators who provides specialized medical services as a S10A, S10B, S10E, S10F, S10I, S10Q, S10Z and S22 (Salary Schedule 915) to Special Education and Section 504 eligible students shall receive five percent (5%) differential pay salary schedule augmentation while the unit member serves in the classification above.

### **Para Specialized Services**

13.12.1 Paraeducators who provides specialized services as a S10W, S20D and S20V (Salary Schedule 913) to Special Education and Section 504 eligible students shall receive three percent (3%) differential pay

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### **Language-Suffixed Position**

13.3 Language-Suffixed Position – Unit members in language-suffixed positions shall receive an additional fifty (\$50) ~~thirty-five (\$35)~~ ~~\$75 (seventy-five)~~ per pay period.

**Positions which require translating or interpreting to or from a foreign language, including sign language for the hearing impaired and braille for the visually impaired shall be designated eligible for the bilingual pay premium.**

[requires renumbering articles]

## **Certificated Article 11**

### **11.2.1 2025-2026 School Year**

11.2.1.1 Effective July 1, 2025, the salary schedules and daily and hourly rates in Appendix B, inclusive of the B11 salary schedule for substitutes, shall be adjusted to reflect a four point five percent (4.5%) increase. Effective July 1, 2025, the current salary schedules and hourly rates in Appendix B shall remain until a successor contract is agreed to by the parties. two percent (2%) increase for each step.

11.2.1.1.1 Beginning in the 2025-26 School Year, the District shall add two (2) paid work days to the certificated work calendars. One (1) day shall be used for required existing District professional development (e.g., ASCIP Training, Sanctuary City training, etc.) at the beginning of the year. At the end of the academic year, all certificated unit members will receive one (1) “grading day.” Both days are to be completed virtually and the tasks are at the discretion of the unit member. Except for the 2025-26 school year, the two additional days will take place in June of 2026.

11.2.1.2 For Summer School (B11), the foregoing increases shall take effect beginning with the first teacher workday of the summer session in 2025. 2026.

11.2.1.3 Except as provided above, the foregoing increases shall be implemented as soon as practicable approved by the Governing Board and called out in the AB1200 Form following ratification of the 2025-2027 Collective Bargaining Agreement.

### **11.2.2 2026-2027 School Year**

11.2.2.1 Effective July 1, 2026, the salary schedules and daily and hourly rates in Appendix B, inclusive of the B11 salary schedule for substitutes, shall be adjusted to reflect an additional four point five percent (4.5%) increase. two percent (2%) increase for each step.

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

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**in 2026.**

**11.2.2.3 Except as provided above, the foregoing increases shall be implemented as soon as practicable following ratification approved by the Governing Board and called out in the AB1200 Form of the 2025-2027 Collective Bargaining Agreement.**

**11.2.2.4 Additional salary schedule for BA + 75 will be created at an increase of 9% above the BA+60 schedule.**

11.9.1 A full-time tenure-track teacher, who is a member of the bargaining unit on an annual salary basis and who has served a complete school year as teacher, shall be paid in twelve (12) equal monthly installments.

11.9.1.1 Unit members receiving supplemental pay for hours worked beyond their regularly scheduled hours will receive their payroll warrant on the tenth (10th) of the month following the close of the pay period.

~~11.9.8 Day-to-day substitute teachers shall be paid monthly according to the same schedule as other certificated employees. Substitute Teachers be paid monthly on the 10th day of the month following the close of the pay period, except that if the 10th day falls on a weekend, the payment shall be made on the business day closest to the 10th, (e.g., Friday the 9th or Monday the 11th).~~

#### **Proposal Above is Contingent Upon the Following:**

As a solution to identifying financial resources to offer ongoing salary increases that will benefit all unit members, the District must propose the following as a pathway to achieving the above listed proposals and the Union must accept:

#### Advanced Placement Preparation Periods

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.

#### Sabbatical Leaves

10.2.11 Sabbatical leave for permanent teachers. The Parties agree to pause sabbaticals for the duration of the Collective Bargaining Agreement through June 30, 2027.

#### Department Heads

32.1 Any high school that has at least five (5) full-time equivalent classroom teachers (twenty-five [25] teaching periods per day) in a subject area shall may have a Department Head. ~~who shall have one (1) teaching period per day for performing assigned Department Head duties. Unless otherwise stated specifically in the Collective Bargaining Agreement, no unit member shall have more than two (2) preparation periods for duties as an educator, department head, and/or advanced placement teacher.~~

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## **Dependent Health Benefits**

~~The District provides two options for Dependent Health benefits for UE to consider:~~

~~Option A: Effective July 1, 2026, the District shall increase its dependent health care contribution in an amount equal to the Health Services Systems' (HSS) established 75% formula/calculation of the Kaiser Employee +2 rate.~~

~~Option B: Effective January 1, 2027, the District will provide an annual benefits allowance of \$24,000 per FTE to all UESF members during annual health benefits election. The members will be able to choose their preferred health and welfare benefits plan and level of coverage (dental buy-up, vision, and health only).~~

~~Specifically, the District is not offering any Cash in Lieu or double coverage, and the District's plan must be used as primary health coverage and all other rules as outlined by HSS.~~

~~The Health Benefits options will be funded in part by utilizing existing parcel tax resources (QTEA & FWEA) and memorialized into an MOU. The MOU will guarantee coverage for the duration of the agreement and establish a joint pathway to incorporate dependent coverage into a future collective bargaining agreement once fiscal oversight by the California Department of Education is lifted or additional ongoing revenue is secured.~~

## **Classified Article 13 - Proposed Contract Language**

13.12 The fringe benefit program shall include:

13.12.1 The District shall contribute at the rates applicable to the selected plan that was chosen by the bargaining unit member as outlined in the Health Service System, City and County of San Francisco make the following monthly contributions for eligible unit members who have dependents enrolled for medical insurance coverage up to \$273.72/month for employee plus one dependent; up to \$373.72/month an amount sufficient to provide employee and dependent medical coverage at one hundred percent (100%) of the cost for Kaiser. In addition, effective July 1, 2025, any member who chooses to participate in a non-Kaiser plan shall only contribute the difference between that plan and the Kaiser plan for dependent coverage. The unit member shall contribute the differential through automatic payroll deduction via monthly one-twelfth [1/12] annual

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~~contributions. Dependent coverage shall include spouses, partners, children, and/or individuals that meet dependency status. Effective calendar year 2027 and through the end of calendar year 2028, the District will provide an annual benefits allowance of \$24,000 per FTE to all unit members during the annual health benefits election period. The members will be able to choose their preferred health and welfare benefits plan and level of coverage (e.g., dental buy-up, vision, and healthcare only). This language shall exist as a memorandum of understanding between the parties that shall sunset effective December 31, 2028, unless extended by mutual agreement between the parties and continuation of the parcel tax.~~

These benefits will be funded in part by utilizing existing uncommitted and fund balance parcel tax resources (QTEA & FWEA) and memorialized into an MOU. The MOU will guarantee coverage for the duration of the agreement and establish a joint pathway to incorporate dependent coverage into a future collective bargaining agreement once fiscal oversight by the California Department of Education is lifted or additional ongoing revenue is secured.

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

13.12.1.1 The District contribution amounts set forth in section 13.12.1 shall be effective upon ratification of the Collective Bargaining Agreement June 30 2025. January 1, 2019.

13.12.1.1 There shall be no “cash-in-lieu or double coverage, and the District’s healthcare plan must be used as the primary healthcare coverage in accordance to all rules as outlined by the Health Service System of San Francisco.

## **Certificated Article 12 - Proposed Contract Language**

12.1 Health insurance - The Board shall provide all regularly assigned teachers a paid service health plan, including prescriptions. Teachers shall select one of the health plans available through the Health Service System, City and County of San Francisco, and contribute at the rates applicable to the selected plan. The District contributes to the rate for each teacher as provided by the City Charter. (The contribution by the District will be the maximum allowed under the City Charter.)

12.1.1 The District shall contribute at the rates applicable to the selected plan that was chosen by the bargaining unit member as outlined in the Health Service System, City and County of San Francisco make the following monthly one-twelfth [1/12] annual contributions for eligible unit members who have dependents enrolled for medical insurance coverage: up to \$273.72/month for employee plus one dependent; up to \$373.72/month an amount sufficient to provide employee and dependent medical coverage at one hundred percent (100%) of the cost for Kaiser. In addition, effective July 1, 2025, any member who chooses to participate in a non-Kaiser plan shall only

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~~contribute the difference between that plan and the Kaiser plan for dependent coverage. The unit member shall contribute the differential through automatic payroll deduction via monthly one-twelfth [1/12] annual contributions. Dependent coverage shall include spouses, partners, children, and/or individuals that meet dependency status.~~

Effective calendar year 2027 and through the end of calendar year 2028, the District will provide an annual benefits allowance of \$24,000 per FTE to all unit members during the annual health benefits election period. The members will be able to choose their preferred health and welfare benefits plan and level of coverage (e.g., dental buy-up, vision, and healthcare only). This language shall exist as a memorandum of understanding between the parties that shall sunset effective December 31, 2028, unless extended by mutual agreement between the parties and continuation of the parcel tax.

These benefits will be funded in part by utilizing existing uncommitted and fund balance parcel tax resources (QTEA & FWEA) and memorialized into an MOU. The MOU will guarantee coverage for the duration of the agreement and establish a joint pathway to incorporate dependent coverage into a future collective bargaining agreement once fiscal oversight by the California Department of Education is lifted or additional ongoing revenue is secured.

“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.

12.1.1.1 The District contribution amounts set forth in section 12.1.1 shall be effective upon ratification of the Collective Bargaining Agreement June 30 2025. January 1, 2019.

12.1.1.1 There shall be no “cash-in-lieu or double coverage, and the District’s healthcare plan must be used as the primary healthcare coverage in accordance to all rules as outlined by the Health Service System of San Francisco.

## **Special Education Working Conditions - See Separate Document for Counter Proposal from SFUSD to UESF.**

~~The District will maintain the existing special education caseload model in the collective bargaining agreement. Beginning in the 2026-27 school year, the District will implement a District funded pilot program to provide additional workload support. The pilot will include three elementary, one middle, and one high school sites, jointly developed workload indicators, and additional staffing or release time support tied to documented workload demands. Data from the pilot will be used to evaluate effectiveness, scalability, and cost prior to consideration of any districtwide change. This pilot will require, as per ed code, district employees to maintain current data of their Special Education students in SEIS and Synergy, progress monitoring and fulfilling IEP requirements in order to get genuine, transparent and comparable data districtwide.~~

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## **Proposed Contract Language**

### **Article 29**

~~29.2 The District and the Union recognize the necessity of timeliness in addressing the essential learning needs and conditions of the students. Therefore, it is the intent of the Special Education Department and the United Educators of San Francisco to continue in a joint advisory, planning and review process for the implementation of the full continuum of Special Education services, including but not limited to the following areas:~~

- Staffing and Workload

- Identification/Accessment Services
- Support Services, including behavioral and mental health
- Individual Education Program plans and Related Services
- Implementation of standards based instruction for students with disabilities
- Vocational Education
- English Language Learners: designated and integrated English language development
- Resource Specialist Program
- Special Classes
- Inclusive Practices
- Paraprofessionals/paraeducators
- Special Education Department Heads
- Special Education Content Specialists
- Enhanced Opportunities for articulation and cooperation between general education and Special Education Teachers and Related Service Providers
- Implementation of research based programs such as SOAR (Success, Opportunity, Achievement, Resiliency)
- Behavior Services Team

#### ~~29.2.1.3 Equitable Distribution of Workload~~

~~The District will make every effort to equitably distribute caseloads and workloads among unit members at each school site. This distribution will not only consider caseload numbers but also the responsibilities required of each special education unit member based on the impact and complexity of student needs.~~

~~29.2.1.3.1.1 In seeking to equitably distribute the workload among unit members, site leaders/supervisors may consider but not limited to: caseload goals, IEP services, and other factors that impact the complexity of serving student needs and complying with~~

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~~IEP requirements including Behavior Intervention Plan (BIPs), mental health and social emotional needs, levels of paraprofessional support, and assessment requirements among other factors~~

~~29.2.1.3.2 If a certificated special education unit member has a concern about inequitable distribution in their workload, they may meet with site/direct supervisor within 10 days of written notification to site/direct supervisor to discuss the situation. The unit member and site/direct supervisor may work to collaboratively resolve the concern within fifteen (15) workdays of the written notification.~~

~~If the issue arises prior to the completion of the District's 10 day count, the unit member and site/direct supervisor may wait until the completion of the District's 10 day count to discuss and collaboratively resolve the concern.~~

~~The workload form in Appendix I may be used by the special education unit member at the school/work site(s) as a basis for determining the most equitable workload distribution at their sites.~~

~~29.2.1.3.3 In the event that a concern regarding the equitable distribution of workloads at a school/work site cannot be resolved through 29.2.1.3.2 above, then the concern will be raised with the Special Education Supervisor who may assist with a schedule analysis fifteen (15) work days of the decision by the site/direct supervisor.~~

~~If after consulting with the Special Education Supervisor the matter is not resolved, the issue shall be presented for resolution to the Joint Special Education Committee.~~

~~29.2.2 Elements of Special Education Workload: The District and UESF agree on the following as the elements to be applied when equitably distributing workloads at each school site, and that these elements are to be included in the workload model per Appendix I, noting that such assignments shall conform to the caseload totals identified in Article 9 and Appendix I.~~

~~29.2.2.1 Specialized Academic Instruction – Includes direct instruction and indirect service such as consultation with general education unit members, co-teaching, modification/adaptation of curriculum, and planning with related service staff.~~

~~29.2.2.2 Assessments and Reassessments – Includes initial assessments, interim assessments, triennial assessments, Augmentative and Alternative Communication (AAC) assessments, and other special education assessments as needed.~~

~~29.2.2.3 IEP Management Responsibilities – Includes but is not limited to: program development, coordination of services, parent/guardian and outside provider communications related to the IEP, annual review, progress monitoring and reporting, amendment IEPs, attendance of manifestation determination meetings, and behavior~~

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plans.

29.2.2.4 Collaborating with Assigned Paraeducators—Includes collaborating with and planning for paraeducators in order to fully provide IEP services.

29.2.2.5 Any initial screenings and observations of students.

29.2.2.29.2.3 Necessary Supports for Special Education Unit Members

29.2.2.1 29.2.3.1 Elementary: School Principals may shall provide uninterrupted time for Special Education unit members. If the site budget allows elementary school principals may provide uninterrupted time for Special Education unit members and/or during early release days for a minimum maximum of two (2) three (3) one (1) sixty (60) minute compliance periods per month week to attend to duties including but not limited to the following: working with students, goal/progress assessments, writing annual IEPs, writing progress reports, initial/triennial assessments, scheduling and facilitating IEP meetings, file maintenance, and collaborate with paraeducators and/or teachers. Special Education unit members and site administrators may mutually develop a flexible schedule for these periods, as long as there is a total of 120-180 60 minutes of compliance monthly weekly. This shall be derived from increased site allocations and increased Central Office support for sites to attend to duties including but not limited to the following:

29.2.32.1.1 Student Instructional Needs (e.g., secure materials, communicate with parents/guardians, tutor and advise students).

29.2.32.1.2 File Maintenance (e.g., IEP, SEIS, meet and discuss IEP goals/objectives with general education unit members)

29.2.32.1.3 Scheduling and/or facilitating IEP meetings and ensuring paperwork is complete.

29.2.32.1.4 Assessment (e.g. prepare assessment plans, completing testing triennial/initial assessments, writing assessment reports, inform team members of due dates, ensure compliance with legal deadlines).

29.2.32.1.5 Support paraeducators (e.g. provide support related to specific student needs per their IEPs, and provide appropriate access to the current IEPs and goals.)

[replace 7.2.8.1.2] 29.2.3.2 Secondary: Middle Schools and High Schools: School Principals shall provide a compliance period for special education unit members, equal

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in length to a teaching period, to attend to duties including but not limited to the following: working with students, goal/progress assessments, writing annual IEPs, writing progress reports, initial/triennial assessment, scheduling and facilitating IEP meetings, reaching out to families, file maintenance, and collaborating with paraeducators and other educators. This shall be derived from increased site allocations and increased Central Office support for sites to attend to duties including but not limited to the following: may provide uninterrupted time, for Special Education unit members, if the site budget allows and/or during early release days for a maximum of two (2) sixty (60) minute compliance periods per month to attend to duties including but not limited to the following: assessment, scheduling and facilitating IEP meetings, file maintenance, and collaborate with paraeducators and/or teachers. Special Education unit members and site administrators may mutually develop a flexible schedule for these periods, as long as there is a total of 120 minutes of compliance monthly to attend to duties including but not limited to the following:

**29.2.3.2.1 Student Instructional Needs (e.g., secure materials, communicate with parents/guardians, tutor and advise students).**

**29.2.3.2.2 File Maintenance (e.g., IEP, SEIS, meet and discuss IEP goals/objectives with general education unit members)**

**29.2.3.2.3 Scheduling and/or facilitating IEP meetings and ensuring paperwork is complete.**

**29.2.3.2.4 Assessment (e.g. prepare assessment plans, completing testing triennial/initial assessments, writing assessment reports, inform team members of due dates, ensure compliance with legal deadlines).**

**29.2.3.2.5 Support paraeducators (e.g. provide support related to specific student needs per their IEPs, and provide appropriate access to the current IEPs and goals.)**

**29.2.3.4 Itinerant special education unit members shall have access to SFUSD school or district office locations for prep time, with approval from their supervisor, in order to complete required portions of the job duties: e.g. report writing, scoring assessments, interviewing parents, consultation, interviewing outside providers, service tracking, goal updates, reviewing data, scheduling IEP meetings, sending out paperwork, calling families to schedule, reviewing records, file, etc.**

**29.2.3.4 One day per week prep time for psychologists, speech-language pathologists, and other non-classroom teachers in order to complete all the clerical and report writing**

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required portions of their jobs.

29.2.3.5 In partnership with school sites, every effort will be made to provide a private workspace will be provided for itinerant educators (i.e. psychologists, content specialists, BCBA's, speech-language pathologists) to complete confidential required work.

29.2.3.6 Summer Preschool Intake Assessments: Assessments conducted during the summer by speech-language pathologists and psychologists shall be paid on "per diem" pay for the added days of service.

29.2.3.6.1 The number of assessments shall be mutually agreed upon between the District and Union. District shall take into consideration certain factors (including but not limited to, bilingual evaluations, augmentative and alternative communication (AAC), case management).

### 29.2.3.7 Psychologist Workload Limits

29.2.3.7.1 Psychologists maximum number of counseling cases shall be no more than six (6) across school sites. (this is the current practice) Psychologists shall cover no more than six (6) allocated SDC programs. Psychologists shall support Prevent, Teach, Respond (PTR) plans for students with existing special education services.

#### Appendix I: Workload Forms

##### Mild/Moderate Elementary RSP Teacher Specific Workload Form

Student Name (Last, First)	Case Manager	SAT in Separate Setting (520 code) exceeding 300 mins/ week	Behavioral Intervention Plan	Educationally Related Mental Health Services (ERMHS); Level 2	Intensive Individual Services (IIS)	Initial or Triennial Academic Assessments required	Student Subtotal:
	4	4	4	4	4	4	
	4						

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	<b>4</b>						
<b>ENTERING WORKLOAD POINTS:</b>							

~~Caseloads begin at 27.~~

~~Each student begins with a workload point value of 1.~~

~~Workload points cannot be reduced below 20 caseload totals.~~

~~Specialized Academic Instruction (SAI) in separate setting (520 code) exceeding 300 minutes per~~

<del>week = 1.0</del> <del>This requires more individualized and targeted intervention delivered in smaller groups or classes, additional lesson preparation, and indicates that a student may have higher academic/social-emotional needs requiring more attention.</del>
<del>Behavioral Intervention Plan (BIP) = 1.0</del> <del>This requires additional work such as behavioral support and response, additional collaboration/consultation with staff and families, additional IEP meetings, additional data collection, and implementing daily interventions</del>
<del>Educationally Related Mental Health Services (ERMHS) level 2 = 1</del> <del>This service indicates that a student has higher social-emotional or mental health needs that require a more significant amount of support. Students with this service require increased consultation/collaboration with a mental health professional.</del>
<del>Intensive Individual Services (IIS) = 4</del> <del>This requires frequent consultation and collaboration with paraprofessional(s) throughout the school day, including creating and maintaining data collection systems and providing trainings.</del>
<del>Student requires initial assessment or three year reevaluation = 1.0</del> <del>Assessments require educators to test students 1:1 and can take an average of 3 - 4 hours per student.</del>

~~Mild/Moderate Middle and High School RSP Teacher Specific Workload Form~~

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Student Name (Last, First)	Case Manager	Behavioral Intervention Plan	Educationally Related Mental Health Services (ERMHS), Level 2	Intensive Individual Services (IIS)	Initial or Triennial Academic Assess. required	Student Subtotal:
	4	4	4	4	4	
	4					
	4					
<b>ENTERING WORKLOAD POINTS:</b>	4					
Caseloads begin at 27.						

Each student begins with a workload point value of 4.

Workload points cannot be reduced below 20 caseload totals.

Behavioral Intervention Plan (BIP) = 1.0

This requires additional work such as behavioral support and response, additional collaboration/consultation with staff and families, additional IEP meetings, additional data collection, and implementing daily interventions

Educationally Related Mental Health Services (ERMHS) level 2 = 1

This service indicates that a student has higher social-emotional or mental health needs that require a more significant amount of support. Students with this service require increased consultation/collaboration with a mental health professional.

Intensive Individual Services (IIS) = 1

This requires frequent consultation and collaboration with paraprofessional(s) throughout the school day, including creating and maintaining data collection systems and providing trainings.

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~~Student requires initial assessment or three year reevaluation = 1.0  
Assessments require educators to test students 1:1 and can take an average of 3-4 hours per student. Additional tasks such as scoring, writing reports up from testing and prepping for IEPs.~~

#### Blended Mild/Moderate RS/SDC Teacher Specific - Workload Form

~~Each student begins with a workload point value of 1. An additional point of 1 will be added for students with BIPs, ERMHS, IIS, or when an initial/triennial assessment is scheduled for the academic year.~~

#	student's Workload Points	Educational Level	Initial or Triennial Assess.	Total Work Points	points at each level	below
students in M/M SDC	GenEd Allowed Behavior	Related Mental Health Services	Intensive Academic Individual Services	Work Points		
51%+ of day	51%+ of day	at Intervention	at Services	Assess.	Work Points	each level
50%+ of day	Starting Total	Intervention Plan)	Services (ERMH	required Services	Final	can not be reduced
#	(IIS)	(IIS)				

										e ease load total \$:
0	27	27								20
1	24-26	25-27								19
2	22-23	24-25								18
3	20-21	23-24								17
4	17-19	21-23								16
5	15-16	20-21								15
6	13-14	19-20								14
7	10-12	17-19								13
8	8-9	16-17								12

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9	6-7	15-16						44
10	3-5	13-15						10
11	1-2	12-13						9
12	0	12						8

Behavioral Intervention Plan (BIP) = 1.0

This requires additional work such as behavioral support and response, additional collaboration/consultation with staff and families, additional IEP meetings, additional data collection, and implementing daily interventions

Educationally Related Mental Health Services (ERMHS) level 2 = 1

This service indicates that a student has higher social-emotional or mental health needs that require a more significant amount of support. Students with this service require increased consultation/collaboration with a mental health professional.

Intensive Individual Services (IIS) = 1

This requires frequent consultation and collaboration with paraprofessional(s) throughout the school day, including creating and maintaining data collection systems and providing trainings.

Student requires initial assessment or three year reevaluation = 1.0

Assessments require educators to test students 1:1 and can take an average of 3-4 hours per student.

Mild/Moderate SDC Teacher Specific Workload Form

Student Name (Last, First)	Case Manager	Behavior at Intervention Plan	Educationally Related Mental Health Services (ERMHS), Level 2	Intensive Individual Services (IIS)	Initial or Triennial Academic Assess. required	Student Subtotal:
	4	4	4	4	4	
	4					

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	4					
	4					
<b>ENTERING WORKLOAD POINTS:</b>						
<del>Each student begins with a workload point value of 1.</del>						
<del>Workload points cannot be reduced below 8 caseload totals.</del>						
<del>Behavioral Intervention Plan (BIP) = 1.0 This requires additional work such as behavioral support and response, additional collaboration/consultation with staff and families, additional IEP meetings, additional data collection, and implementing daily interventions</del>						
<del>Educationally Related Mental Health Services (ERMHS) level 2 = 1 This service indicates that a student has higher social emotional or mental health needs that require a more significant amount of support. Students with this service require increased consultation/collaboration with a mental health professional.</del>						
<del>Intensive Individual Services (IIS) = 1 This requires frequent consultation and collaboration with paraprofessional(s) throughout the school day, including creating and maintaining data collection systems and providing trainings.</del>						
<del>Student requires initial assessment or three year reevaluation = 1.0 Assessments require educators to test students 1:1 and can take an average of 3 - 4 hours per student.</del>						

#### Extensive Support Teacher Specific Workload Form

Student Name (Last, First)	Case Manager	Behavioral Intervention Plan	Educationally Related Mental Health Services (ERMHS), Level 2	Intensive Individual Services (IIS)	Initial or Triennial Academic Assess. required	Student Subtotal:
	4	4	4	4	4	

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	4						
	4						
	4						
<b>ENTERING WORKLOAD POINTS:</b>							
<del>Each student begins with a workload point value of 1.</del>							
<del>Workload points cannot be reduced below 6 caseload totals.</del>							
<del>Behavioral Intervention Plan (BIP) = 1.0 This requires additional work such as behavioral support and response, additional collaboration/consultation with staff and families, additional IEP meetings, additional data collection, and implementing daily interventions</del>							
<del>Educationally Related Mental Health Services (ERMHS) level 2 = 1 This service indicates that a student has higher social-emotional or mental health needs that require a more significant amount of support. Students with this service require increased consultation/collaboration with a mental health professional.</del>							
<del>Intensive Individual Services (IIS) = 1 This requires frequent consultation and collaboration with paraprofessional(s) throughout the school day, including creating and maintaining data collection systems and providing trainings.</del>							
<del>Student requires initial assessment or three year reevaluation = 1.0 Assessments require educators to test students 1:1 and can take an average of 3 - 4 hours per student.</del>							

#### Speech Language Pathologist Specific- Workload Form

Student	Student with	Case Manager	AAC needs	Student	Student with	Initial #	Bilingual	Student
---------	--------------	--------------	-----------	---------	--------------	-----------	-----------	---------

Name (Last, First)	SLI eligibility	er for Student	and assessment	with 4 or more goals	exceptional needs:	Trienniat Evals	I Evals	Sub total :
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	4	0.5	1.0	0.5	0.5	1.0	0.5	
<b>ENTERING WORKLOAD POINTS :</b>								
<del>Workload points cannot be reduced below 40 caseload totals.</del>								
<del>Student has Speech or Language Impairment (SLI) eligibility = 1.0</del>								
<del>Case manager for student = 0.5 As case manager, speech language pathologists are responsible for entering the bulk of the information into the IEP, coordinating and facilitating the meetings, and entering final information.</del>								
<del>Student need Augmentative and Alternative Communication (AAC) services and assessments = 1.0 This requires additional assessment and work such as additional observations, collaboration/consultation/training of all stakeholders, data collection, and report writing.</del>								
<del>Student has multiple speech/language needs (e.g., articulation, expressive language, receptive language, pragmatic language) = 0.50</del>								
<del>Initial and Triennial Evaluation = 1.0 This requires additional time and work such as interviews, observations, collaboration/consultation, data collection, and report writing.</del>								
<del>Bilingual Evaluation = 0.5 This requires additional assessment and work such as additional observations, collaboration/consultation, data collection, interpretation, translation in report writing.</del>								
<del>In addition to providing speech services, speech language pathologists must prepare material for</del>								

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~~therapy sessions. Speech-Language Pathologists are responsible for attending all IEP meetings for these students, writing goals/services, and tracking progress towards goals.~~

~~Consultation/Prep = One day per week and or equivalent to what teachers are given.~~

Psychologist Specific Workload Form

Student Name (Last, First)	Psycho Education at Assessment required (i.e. initial, triennial, & REED)	Academic Testing/etc.	Educationally Related Mental Health (ERMHS) Assessment	Intensive Individual Service (IIS) Assessment	Present Teach Reward (PTR) Plan In SPED	ERMHS Counseling Level +	Student Subtotal:
	4	0.5	0.5	0.5	0.5	0.5	3.5
<b>ENTERING WORKLOAD POINTS:</b>							
<del>Workload points cannot go over 15 at any time. If points go over, then support is needed.</del>							
<del>Student requires psychoeducational assessment = 1.0</del>							
<del>Case manager for student = 0.5</del>							
<del>As case manager, psychologists are the team members responsible for entering the bulk of the information into the IEP documentation, coordinating and facilitating the meetings, and entering final information.</del>							

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~~Educationally Related Mental Health Assessment = 0.5~~

~~This requires additional assessment and work such as using additional assessment tools, questionnaires, interviews, collaboration/consultation, data collection, progress monitoring, goal development, goal updates, meetings, and report writing.~~

~~Intensive Individual Services (IIS) = 0.5~~

~~This requires additional assessment and work such as additional observations,~~

~~collaboration/consultation, data collection, progress monitoring, goal development, goal updates, meetings, and report writing.~~

~~Prevent Teach Reward (PTR) Plan or Behavioral Intervention Plan (BIP) = 0.5 This requires additional work such as informal and potentially formal observations, collaboration/consultation, data collection, progress monitoring, goal updates, meetings, and creating plans.~~

~~Educationally Related Mental Health (ERMHS) counseling = 0.5~~

~~Psychologists meet with students consistently throughout the year to provide guidance/counseling. In addition to counseling, psychologists must prepare material for counseling sessions. Psychologists are responsible for attending all IEP meetings for these students, writing goals/services, and tracking progress towards goals.~~

~~Consultation/Prep = One day per week and/or equivalent to what teachers are given.~~

## Contracting Out and Use of Consultants

~~The District commits to reducing reliance on outside consultants and prioritizing recruitment and retention of permanent District employees. A joint labor management review committee will be established to review annual contracting data, identify opportunities for insourcing, and track savings that may be redirected toward employee support and services.~~

Classified Article 13 & Certificated Article 15

### 13.25 Privatization & Contracting

13.25.1 The District will make every effort to avoid hiring contracted employees. The district agrees to post all vacant positions for which the district has a classification and job description. The posting shall remain posted until the position is filled with a unit member, even if the position is staffed by a contractor.

13.25.2 Contracts made with outside agencies shall require compensation commensurate to, but not exceeding, the prevailing wage of unit members.

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**13.25.3.2 Non Public Agency (NPA) employees must be expected to perform the same duties as any unit member in a similar position.**

**13.25.4.3 Whenever the District proposes to sub-contract work or services, in whole or in part, performed by unit members, the Union shall be notified. no later than ninety (90) calendar days prior to initiating a contract with a NPA.**

## **Class Size**

The District will maintain existing contract language that treats class size as a goal rather than a hard cap. The District agrees to provide annual public reporting on class size data and to engage in a joint review of impacts, costs, and staffing implications. The issue may be revisited in successor bargaining based on shared data and fiscal conditions.

### 9. Class Size

9.1 The Union and District recognize both the desirability and the importance of classes being maintained at sizes which aid effective teaching.

9.1.1 The Union and District agree to work together to create a process which, in consideration of limited monetary resources, produces the lowest class size possible.

9.1.2.4 The District and the Union agree that the process of reducing class size requires accurate, verifiable, and timely reports of current and projected enrollment and attendance, coordination and cooperation between District Office and school sites in assigning students, and participation of the UBC with the principal in the shared decisions determining utilization of allocated staff.

9.2 The Union and the District agree on the following definition of terms and processes in order to describe the process of determining class size:

9.2.1 Class Size is the number of students enrolled in and attending a given class.

9.2.2 Class Size Goals Limits for a given class are those listed in Section 9.5.

#### 9.5 Class size goals Limits

##### 9.5.1 Elementary Schools

9.5.1.1 TK – Grade 3.....22 (per section 9.3.1.1)

9.5.1.2 Grades 4-5..... 30 9.5.1.3 Other combinations will have the lower class size of the component grades. 9.5.1.4 Class

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sizes enumerated above also apply to bilingual classes.

#### 9.5.2 Middle Schools

9.5.2.1 English.....	25
9.5.2.2 World Language.....	30
9.5.2.3 Mathematics.....	30
9.5.2.4 Science.....	30
Studies.....	30
Art.....	28
Education.....	30
Homemaking/Culinary Arts.....	28
Arts.....	28
(excluding choir, band, orchestra) and performing arts.....	28
Physical Education.....	37
Core Program.....	28
Language Development.....	25
Reading Lab, Math Lab.....	25
Education.....	30
Technical Education.....	28
9.5.2.5 Social	
9.5.2.6	
9.5.2.7 Business	
9.5.2.8	
9.5.2.9 Industrial	
9.5.2.10 Music	
9.5.2.11 Music	
9.5.2.12 Core	
9.5.2.13 English	
9.5.2.14 Reading,	
9.5.2.15 Health	
9.5.2.16 Career and	

#### 9.5.3 High Schools

9.5.3.1 English.....	25
World Language.....	30
Mathematics.....	30
Science.....	30
Studies.....	30
Art.....	28
Education.....	30
Arts.....	28
Industrial Arts.....	28
Music (excluding choir, band, orchestra) and performing arts.....	28
Physical Education.....	37
Trade and Industry Classes.....	25
Drivers' Education.....	30
English Language Development .....	25
Reading, Reading Lab, Math Lab.....	25
Health Education.....	30
Career Education.....	30
Career and Technical Education (e.g., Academies).....	28
Any other.....	30
9.5.3.2 World	
9.5.3.3	
9.5.3.4	
9.5.3.5 Social	
9.5.3.6	
9.5.3.7 Business	
9.5.3.8 Homemaking/Culinary	
9.5.3.9 Industrial	
9.5.3.10 Music	
9.5.3.11 Music (excluding choir, band, orchestra) and performing arts.....	28
9.5.3.12 Physical Education.....	37
9.5.3.13 Trade and Industry Classes.....	25
9.5.3.14 Drivers' Education.....	30
9.5.3.15 English Language Development .....	25
9.5.3.16 Reading, Reading Lab, Math Lab.....	25
9.5.3.17 Health Education.....	30
9.5.3.18 Career Education.....	30
9.5.3.19 Career and Technical Education (e.g., Academies).....	28
9.5.3.20 Any other.....	30

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enumerated above also apply to bilingual classes 9.5.7 Special Education Class Size Ranges- A Special Day Class exists when there are students who receive special education instruction greater than 50% of their school day 9.5.7.1 Mild

Moderate..... 8-12\* 9.5.7.2 Extensive Support Needs ..... 6-10\* 9.5.7.3 Visually Impaired (VI) ..... 6-10

9.5.7.4 Deaf & Hard of Hearing ..... 6-12

9.5.7.5 Pre-K ..... 8-12 per session per 16 per day\*\*

9.5.7.6 Resource Specialists..... 27\*\*\*

9.5.7.6.1 Blended Mild/Moderate RSP/SDC Teacher Caseload Goals (Middle/High School)

See table

### **9.5.8 Related Service Providers**

**9.5.8.1 Adaptive PE (Direct Service & Consultation Service)**..... 45-55 30/week

**9.5.8.2 Itinerant Teachers of Deaf & Hard of Hearing**..... 20-30

**9.5.8.2.1 Itinerant Teachers of Deaf & Hard of Hearing**..... 20

**9.5.8.3 Orientation and Mobility Instruction**..... 10-15

**9.5.8.4 Speech Language Pathologist (TK to 12)**..... 55

**9.5.8.4.1 Speech Language Pathologist County Program. (Special Day Class Extensive Support Needs/Extensive Support Needs Autism Focus & Mild-Moderate Autism Focus/Deaf & Hard of Hearing/ACCESS Special Day Class)**..... 45

**9.5.8.5 Pre-K and Transitional Kindergarten Speech Language Pathologist** ..... 40

**9.5.8.5.1 Early Intervention (IFSP) Speech Language Pathologist**..... 23 30

**9.5.8.5.2 Mixed Caseload (SLP) with equivalence ratio applied** ..... 55

**9.5.8.5.2.1 Definition of Mixed Caseload Speech Language Pathologist** A “mixed caseload” is when an SLP is assigned students from at least 2 different cases from the categories listed in articles 9.5.8.4 through 9.5.8.5.1.

**9.5.8.5.2.2 When a speech language pathologist is assigned to a mixed caseload, the District shall prorate the caseload by multiplying the amount of applicable students by the equivalent of 1.222 for students in Special Day Class, 1.375 for students in PreK and TK programs, and 2.391 for students with an IFSP. After applying the prorated number and adding it to the number of any other students on the caseload, a full SLP caseload shall not exceed the limits of 55.**

**9.5.8.6 Visually Impaired**..... 10-30

**9.5.9 Court Schools class size**..... 10

**9.5.10 Community Day Schools class size**..... 22

**9.5.11 Psychologists shall serve a total school population at a ratio of 1:800**

**1,700**-students within SFUSD in TK through age 22. This ratio does not include students in private school, preschool, and ERMHS

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(Educationally Related Mental Health Services).

**9.5.12 Counselors .....** 1:450 **1:200**

#### 9.6.2 Caseload Overages

Within fifteen (15) workdays of the applicable caseload goal in Section 9.5.7 through 9.5.12 above being exceeded, a consultation between the District, the affected unit member, and the Union shall occur. The consultation shall take into consideration program need, site capacity, service minutes, workload, and other applicable factors. Within fifteen (15) workdays of the consultation, one of the following may be implemented:

9.6.2.1 Overload Pay: The unit member shall receive a stipend of ~~six hundred dollars (\$600)~~ **one thousand dollars (\$1,000)** per semester for each student over the caseload goal ~~limit~~ provided that the unit members caseload is not more than two (2) students over the goal ~~limit~~; or

9.6.2.2 Additional Staff: Additional appropriate staff (e.g. Speech Language Pathologist, RSP teachers, SDC teachers, Psychologists) will be assigned to the site to bring the unit member's caseload within-goal ~~limit~~.

9.6.2.3 Caseload reassignment of students will be made in the best interest of the student and unit members.

#### **9.6.3 Class Size Overages**

~~9.6.3.1 If, after class sizes have been balanced, individual classes remain over the class size limits stipulated in 9.5, the teacher shall receive a stipend of one thousand dollars (\$1000) per semester for each student over the class size limit, provided that the class size is not more than two (2) students over the limit.~~

### **Sanctuary and Community Supports**

The District proposes adoption of a joint resolution reaffirming SFUSD's commitment to sanctuary policies and existing support for immigrant, refugee, and unhoused students and families. The resolution will exist outside the collective bargaining agreement to avoid non-mandatory subject and liability concerns, while clearly affirming shared values and current practices.

The District proposes providing an additional three (3.0) hours annually of professional development interactions with state and federal law enforcement, district policies around sanctuary schools and other training related to the needs of immigrant students and families.

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## **Certificated 42.6 Support for Immigrant and Refugee Students and Families**

**42.6 Unit members and the District acknowledge that any interruption or disruption of our students' education by any governmental institution such as Immigration and Customs Enforcement (ICE) negatively impacts our students' educational experience. As San Francisco has a current policy as a Sanctuary City, the District will adhere to all aspects of this policy.**

**42.6.1 San Francisco's sanctuary city policy prohibits city employees from using city resources to enforce federal immigration law. The policy also limits when law enforcement can share information with Immigration and Customs Enforcement (ICE). Therefore, ICE and other immigration enforcement activities would pose a severe disruption to the learning environment and educational setting for students and their families.**

**42.6.1.1 The District will ensure that newcomer families and students are provided access to resources, including legal, housing, health, employment, and food security support when they enroll.**

**42.6.1.2 The District shall designate at least one attorney to address immigration-related concerns, ensuring that newcomer students and families receive legal assistance as necessary.**

### **42.6.2 Sanctuary Training**

**42.6.2.1 The District shall provide training for all unit members on sanctuary policies, including but not limited to interactions with law enforcement on and off campus, collection and protection of immigration information, and emergency procedures.**

### **42.6.3. Emergency Management and Communication**

**42.6.3.1 The District shall maintain an emergency management website that provides up-to-date information regarding emergencies, including law enforcement, ICE and other immigration enforcement activity, natural disasters, and schoolwide crises that lead to the shutdowns of schools.**

**42.6.3.2 The District shall prominently display on the District website, specifically on the sfusd.edu front page, real-time updates related to crucial information to serve as an accurate source.**

**42.6.3.3 The District shall maintain a dedicated website containing updated links to**

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**refugee and immigrant services, ensuring that all affected students and families have access to relevant support resources.**

**42.6.4 The District will provide support for newly arrived students to access their first dose of immunization(s) and school entry tuberculosis screening when enrolling in SFUSD.**

**42.6.5 The District and the Union jointly declare that the buildings and grounds of SFUSD Schools are sanctuary spaces for all students, parents, administrators, bargaining unit members, and community members at the school for school-related business and jointly commit to defend the right to a free and safe learning environment to the extent permitted by law.**

**42.6.6 Unit members shall not inquire about or record a student's or a family member's immigration status, nor shall the District collect or retain information regarding the immigration status of any SFUSD students or their families.**

**42.6.7 Upon request by ICE agents or other immigration enforcement to enter school grounds or to obtain or review student records, the District shall verify the immigration agent's credentials and require a criminal judicial warrant signed by a federal judge. The District shall not admit ICE agents or other immigration enforcement based upon an administrative warrant, ICE detainer, or other document issued by an agency enforcing civil immigration law.**

**42.6.8 Unit members shall not face any District discipline for following the policies contained in this Article.**

**42.6.9 The provisions contained within this article shall in no way prohibit the District from honoring and complying with a duly authorized warrant and in no way shall obligate the Employer or any of its agents to violate any State or Federal statutes.**

#### **42.6.10 Sanctuary Employer**

**42.6.10.1 The Deferred Action for Childhood Arrivals (DACA) policy protected eligible immigrant youth from deportation and provided work authorization documents to nearly 800,000 young people who came to the United States as children. The District and the Union recognize that unit members who have received DACA benefits are a valued and important part of our community. Because the termination of the DACA policy may affect the work authorization of employees, the District and the Union**

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agree to the following:

42.6.10.1.1 The District shall not inquire about or demand proof of immigration or citizenship status, except as required by law.

42.6.10.1.2 Specifically, upon the employee providing proper work authorization within the stated amount of time, the district agrees to reinstate the affected employee to the employee's former position, if available, without loss of prior seniority. If the former position is not available, the District agrees to reinstate the employee to employment within their credential or qualified skills at a compensation no less than their pay prior to their separation.

42.6.10.1.3 The District shall provide legal support for unit members in case of a challenge to their immigration status that would bar them from continuing employment in SFUSD. Upon written request, an employee shall be released for up to five (5) paid working days to attend to immigration or citizenship status matters.

## Shelter and Housing

Proposed Contract Language

42.5 Shelter and Housing for Students and Families: San Francisco has an acute housing crisis, with rising levels of homelessness, including 2,402 homeless SFUSD students in 2024, and an increasing proportion of unhoused people staying unsheltered on the street; and the experience of homelessness has a lasting negative impact on the education outcomes of young people, with a fourteen percent (14%) lower graduation rate than students who do not experience homelessness; and the experience of homelessness has a lasting impact on the mental and physical health of young people. Thus, the District and the Union agree to address homelessness in San Francisco to the greatest extent of their abilities.

42.5.1 The Union and the District shall work collaboratively together and with other willing public agencies and appropriate non-profit organizations to identify and focus on supports for (a) unhoused and housing insecure youth enrolled in SFUSD and (b) the families (e.g., parents, guardians, caregivers, sponsors) of students enrolled in SFUSD who are housing insecure in support of Resolution No. 175-23A1.

42.5.2 The District has demonstrated its ability to address homelessness for SFUSD students and families by executing a Joint Use Agreement with the City and County of San Francisco by hosting the Stay Over Program at a SFUSD site, providing emergency shelter to any SFUSD family. SFUSD shall continue to host at least one (1) Stay Over Program to provide emergency shelter to SFUSD families in need- contingent on site availability and

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continued funding provided by the City and County of San Francisco.

42.5.3 The Union and the District shall form a Joint Initiative on Housing Issues to identify at least two (2) other school sites in different geographic regions in San Francisco to host Stay Over Programs by the start of the 2026-2027 school year with the intention of expanding further to meet all of the SFUSD student and family emergency housing needs.

42.5.3.1 The Joint Initiative on Housing will also meet during the 2025-2026 school year to learn how the Stay Over Program is going at the current location and hear from stakeholders running the shelter on data and program implementation to further understand the implications of expanding this model to other sites.

42.5.3.2 The Joint Initiative on Housing will also tour the Stay Over Program at the current location during the 2025-2026 school year to learn what further enhancements can be made to best support students and families.

42.5.4 The Union and the District shall work collaboratively together and with other willing public agencies and appropriate non-profit organizations to request proposals for renovation and development of un- or under-utilized SFUSD properties to become permanent affordable housing for educators and staff, and their families. The District shall provide the Union with a seat on the evaluation committee to recommend development contracts to the Board for un- or under-utilized SFUSD property to be better utilized as an asset to the district, its employees and the community.

42.5.5 The Union and the District, shall work together collaboratively together and with willing public and private sector agencies, organizations and funders to create a proposal for turning a property owned by the District into a one stop shop for emergency shelter and supportive services for all our unhoused city residents, with tiered goals, the first being safe overnight shelter, and moving toward on site integrated supportive services, and permanent housing. Should any schools be closed within the District, those properties will be used or repurposed for permanent housing.

42.5.6 The Union and the District agree that emergency shelter housing meets a need but does not address the problem. We will work collaboratively to influence San Francisco city government officials to make every effort to ensure housing for our families. The Union and the District recognize that permanent housing is vital to provide stability for our students, staff, and communities.

## Artificial Intelligence

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~~The District will establish a joint artificial intelligence working group to study current and anticipated uses of AI, develop guardrails and training, and ensure that any proposed impacts to bargaining unit work are brought forward for bargaining prior to implementation.~~

Classified Article 5 District and Union Responsibilities  
Proposed Contract Language

## **5.6 Protection of Bargaining Unit Work**

### **5.6.1. Definition of Artificial Intelligence Systems.**

**5.6.1.2 For purposes of this agreement, "Artificial Intelligence Systems" or "AI Systems" shall mean any computer system, software, algorithm, or automated process that performs tasks that typically require human intelligence, including but not limited to pattern recognition, decision-making, language processing or recording, visual perception, speech recognition, or data analysis.**

### **5.6.2 Preservation of Bargaining Unit Work**

**5.6.2.1 The Employer shall not implement or utilize AI Systems to eliminate, reduce, or replace work traditionally performed by bargaining unit members without prior written agreement of the Union.**

**5.6.2.2 Any proposed implementation of AI Systems that may affect bargaining unit work shall require:**

- a) Minimum 90-day advance written notice to the Union**
- b) Detailed documentation of the proposed system's functionality and intended use**
- c) Impact analysis showing effects on bargaining unit positions**
- d) Mandatory bargaining over the decision to implement the AI System(s), and any impact and effects, consistent with the EERA**

### **5.6.3 Training and Transition**

**5.6.3.1 If the parties agree to implement AI Systems, affected bargaining unit members shall:**

- a) Receive comprehensive paid training on the operation and oversight of such systems**
- b) Maintain primary authority over system outputs and decision-making**
- c) Maintain primary authorship and/or individual ownership of any intellectual property, consistent with the requirements of statute and this agreement**

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**5.6.3.2 Any productivity gains resulting from AI implementation shall not be used as a basis for staffing reductions or increased workload expectations, consistent with section 5.6.2.1 above.**

#### **5.6.4. Data Protection and Monitoring**

##### **5.6.4.1 AI Systems shall not be used to:**

- a) Monitor, evaluate, or discipline bargaining unit members**
- b) Collect data on individual employee performance**
- c) Make automated decisions regarding employment status, assignments, or working conditions**

#### **5.6.5 Grievance and Enforcement**

**5.6.5.1 Violations of this Article shall be subject to the grievance and arbitration procedure under Article 18**

**5.6.5.2 In addition to any other remedies specified under this agreement, violations of this article shall include immediate cessation of unauthorized AI implementation and make-whole relief for affected bargaining unit members.**

#### **Article 25 - Early Education Department - Outside School Time Teachers**

**25.5.5. For OST Educators, the district shall assume that all work completed prior to March 1, 2026 is compensation earned for work completed. This shall eliminate any need for repayment schedules and agreements retrospectively in recognition of work completed with compensation considered commensurate. UE will drop existing and not pursue any further action regarding any of these retrospective items.**