3/10/2017

3/10/17

Tentative Agreement Between

the San Juan Unified School District

and the San Juan Teachers Association

March 10, 2017

Unless otherwise noted, all changes to contractual language are effective upon Board approval.

Article 11 Salary

11.01 Certificated Salary Schedules

Base salaries (Exhibits D1-D4 and F1, F1a&b), stipends included in contract (Exhibit D9), and stipends for teachers teaching more than 1.0FTE, shall be increased by a total of 2.00% retroactive effective July 1, 2016, and paid within 60 days of Board approval. All other salary schedules (D6-D8 and stipends out of contract on D9) shall be increased by a total of 2.00% effective July 1, 2017.

Additionally, the District shall provide a one-time off schedule payment equal to 2.00% of each member's base salary (Exhibits D1-D4 and F1, F1a&b), stipends included in contract (Exhibit D9), and stipends for teachers teaching more than 1.0FTE, from 07/01/16 to 06/30/17. The one-time off schedule payment will be paid after June 30th and no later than August 7, 2017 unless the conditions of Exhibit E, Section 2 are met which will trigger the one-time payment timelines noted in Exhibit E, Section 2. This one-time off schedule payment will not increase base compensation for that fiscal year for purposes of retirement eligibility and retirement contributions will not be made on these earnings.

For the 2017-2018 school year only the parties agree to the following:

If the 2017-18 adopted state budget results in an increase over the District's projected ongoing LCFF base grant, as estimated in the Second Interim Report dated March 14, 2017, the first $5.0 million increase shall be used towards balancing the district's projected structural deficit. Any LCFF base grant increase beyond $5.0 million shall be allocated for an additional increase to the salary and stipend schedules in 2017-18 in the following manner. Additional salary and stipend schedules shall be increased by 0.125% for each $350,000 of available base grant funds as described above. Salary increases shall only occur in full increments of 0.125% and will be retroactive to July 1, 2017. (See Exhibit E, Section 1)

Additionally, if the 2017-18 adopted state budget results in an increase over the district's projected, unrestricted, LCFF one-time funds as estimated in the Second Interim Report dated March 14, 2017, the first $5.0 million increase shall be used for one-time needs identified by the district. Any increase above $5.0 million dollars shall be allocated in the following manner:

1. The first full $900,000 shall be allocated to fund a Non-Instructional Teacher Work Day in 2019-2020, which will be scheduled on the day following the final day of the school year calendar for 2019-20 in accordance with 8.02.2

2. An additional full $1,400,000 shall be allocated for an additional one-time off-schedule payment of 0.5% and increased by 0.25% for each additional full $700,000 thereafter. This additional off-

schedule payment shall not exceed 3%. This one-time off schedule payment will not increase base compensation for that fiscal year for purposes of retirement eligibility and retirement contributions will not be made on these earnings.

If the amount exceeds 3%, both parties shall-convene a BRC meeting to discuss the effects and negotiate the effects. (See Exhibit E, Section 2)

Finally, both parties agree to convene a BRC meeting to discuss the effects, return to the table to negotiate the effects and honor the intent of the language above should any of the following occur:

- ***Any change in the education finance law at the state or federal level affecting the 2017-18 District Budget***
- ***Increase in funding of the 2017-2018 Supplemental Grant of more than $1,800,000 as estimated in the Second Interim Report dated March 14, 2017 (See Exhibit E, Section3)***
- ***2016-17 Audited Actuals reveal an increase in the unrestricted ending fund balance (not including Supplemental Grant) of more than $1,400,000 over estimates in the Second Interim Report dated March 14, 2017 (See Exhibit E, Section 4)***
- ***The 2017-18 adopted state budget results in a combined increase of more than $6,000,000 in LCFF base grant funding and one-time unrestricted funds, as estimated in the Second Interim Report dated March 14, 2017. (See Exhibit E, Section 5)***

Adult Education members participating in instructional, co-curricular, professional development beyond the regular workday and work year, ***or serving as a substitute in another adult education class,*** shall be compensated at their hourly rate per Exhibit D4.

11.07 ~~The Permit Teacher, Developmentally Handicapped Program salary schedule is shown as Exhibit E-1.~~

11.11 ~~Independent Study salary schedule is shown as Exhibit D-3. Effective with the 2015-16 school year, Independent Study teachers move to the regular K-12 salary schedule, Exhibit D-1.~~

CEU - After placement in this column, an additional 150 hours are required within a five (5) year ***cycle*** ~~period~~ to remain in Column V. ***A member may carry over hours for ten (10) years (2 cycles [300 hours]) beyond their current cycle placement for hours earned that follows the established continuing education guidelines.***

MS Sports Stipend Schedule – will be added to Exhibit D-8

Article 1
1.06 TERM:

1.06.1 Two (2) year contract ~~with re-openers on salary and benefits and one (1) additional article per party in the second year~~ ***for the years 2016-17 and 2017-18.***

Article 1.10 Association Advisory Committee (AAC)
The AAC shall be charged with considering issues related to the LCAP process as determined by Ed Code sections 52060, 52069 and 47606.5. Furthermore, the parties agree that practitioners are an integral part of the planning process and should be included in a meaningful way.

Therefore, the AAC shall be convened annually for the purpose of reviewing, discussing and offering recommendations on the current development and updating of the LCAP.

Specific guidelines for the AAC shall be established jointly by the District and the Association in an MOU no later than September 1, 2017. If no guidelines can be mutually agreed upon, the Association will submit input directly to the school board.

Article 2 Grievance

2.06.1

If an alleged violation is not resolved in informal discussion to the satisfaction of the grievant, a formal grievance may be initiated. A formal grievance may be initiated no later than twenty (20) work***ing*** days after the grievant had knowledge of, or should have knowledge of the event or circumstances occasioning the grievance.

2.06.3

Within seven (7) work***ing*** days after the initiation of the formal grievance, the immediate supervisor shall hold a hearing on the grievance. Within seven (7) work***ing*** days after the hearing, the immediate supervisor shall render his/her written decision. If the grievant is not represented by the Association, a copy shall be sent to the Association. ***If the formal grievance is filed within the final fifteen (15) work days of the instructional year, the hearing shall be held within seven (7) work days following the filing, and the written decision shall be rendered within seven (7) workdays following that hearing.***

Article 3 SYSTEM OF PROFESSIONAL GROWTH

3.01 No Change
3.02 No Change
3.03 <u>Definition of Terms</u>
- 3.03.1 Facilitator (Peer or ~~Site~~ Administrator): Bargaining unit members and administrators that have been trained in accordance with this section.
  - a. Practitioners in specialized groups (Speech Pathologists, Counselors, Nurses, TOSAs, Peer Facilitators, Consulting Teachers, etc.) not working with a Peer Facilitator and without a ~~Site~~ Administrator shall work with their Program Administrator as their Facilitator.
- 3.03.2 No Change
- 3.03.3 No Change
- 3.03.4 Professional Growth Team (PGT): Composed of eight (8) members that include Superintendent's designee, three appointed administrators, the SJTA President ***or designee,*** and three SJTA appointees.
- 3.03.5 No Change
- 3.03.6 No Change
- 3.03.7 Essential Element Rubrics:
  - a. No Change
  - ***b. For specialized groups (Consulting Teachers, Counselors, ECE Content Specialists, Nurses, Peer Facilitators, School Social Workers, Speech Pathologists, Teacher-Librarians, TOSAs) the rubrics will be based upon identified essential elements of each group's professional standards.***

i. ***A practitioner with probationary or temporary status is meeting standards in either the developing or meeting standards columns.***

ii. ***A practitioner with permanent status is meeting standards in the meeting standards columns.***

3.03.8 Reflective Conversations: Reflective Conversations are an opportunity for the Facilitator and the Practitioner to review evidence (including, but not limited to: student work, student assessments, lesson plans, professional reflections, etc.) not generated by a classroom formal or informal observation and identify next steps.

3.03.9 Formal Observation: Formal observations shall be no less than 40 minutes in length. They shall be preceded by a pre-conference for the purpose of clarifying the focus of the observation. Each observation shall be followed by a post conference debrief.

3.03.10 Informal/Unscheduled Observation: Informal/Unscheduled observations are defined as drop-ins, visits, or pass-throughs. These are usually short visits, but have no time restrictions.

3.03.11 Advisory Window: The timeline jointly agreed upon each year that identifies the 90 day Advisory Phase (see section 3.06) including the Advisory Recommendation due dates, the 30 day progress up-dates, and the review of final evidence.

3.04 Professional Practice Phase

Each practitioner shall, within the program appropriate to his/her students and consistent with the resources available, identify a focus area and formulate plans to achieve student progress and the manner in which attainment of this progress will be measured. These specific plans shall be consistent with District goals and program objectives developed for the practitioner's area of responsibility. Thereafter, the practitioner and the facilitator shall engage in a process that includes classroom observations, utilization of various forms of evidence and reflective conversations.

~~NOTE: Specialized Groups (Speech Pathologists, Counselors, Nurses, TOSAs, Peer Facilitators, Consulting Teachers, etc.) in non-teaching positions will be delayed as rubrics are developed (as allowed by Ed Code).~~

3.04.1 Facilitator Options

a. Each Practitioner with temporary or probationary status will be assigned a*n* ~~site~~ administrator as the Facilitator in the process.

b. No Change

3.04.2 No Change

3.04.3 No Change

3.04.4 Components

a. Formal Observations:

i. ***Formal observations shall be no less than 40 minutes in length.***

ii. ***They*** ~~All formal observations~~ shall be preceded by a pre-conference for the purpose of clarifying the focus of the observation. Each observation shall be followed by a post conference debrief. The post conference debrief shall utilize a process to look at various sources of evidence of practice and to identify next steps.

iii. No Change

iv. No Change

b. Informal*/Unscheduled* Observations:

i. Informal/*Unscheduled* observations are defined as drop-ins, visits, or pass-throughs. These are usually short visits, but have no time restrictions.

ii. ***For Practitioners in the SPG Cycle:***

a). **The** assigned facilitator ~~and/or a site administrator~~ may leave a note or may utilize district email for positive feedback.

b). If a ~~suggestion~~ *concern* or recommendation for improvement is ~~given in written form~~ ***documented, on the Informal Observation Notes form, it shall be shared with the Practitioner at the next scheduled meeting between the two.***~~, it shall be sent utilizing district email, or the Informal Observation Notes Form, in such cases, the practitioner shall be given the opportunity for a conference with the facilitator/administrator, unless waived by the practitioner in writing.~~

c). ***When the Administrator, who is not the assigned facilitator, documents concerns about a practitioner's performance, the Administrator shall:***

I. ***Email the practitioner AND the peer facilitator to call for a triad (meeting between the three parties). This email does not need to contain explicit detail of the concern.***

II. ***At the first triad, the administrator expresses the concern(s) to the practitioner. The peer facilitator's role in this triad meeting is to ask clarifying questions to understand the concerns, but not to confirm or deny the concerns.***

III. ***After the first triad,***

a. ***If administrator's concerns do not continue, there is no further action needed by the administrator.***

b. ***If the concern continues, and the administrator plans to make a recommendation to Advisory, the Administrator calls for a second triad.***

IV ***At the second triad, the Administrator states his/her intent to recommend advisory and shares the completed Advisory Recommendation form.***

V ***The second triad may not occur until after November 15.***

VI. ***After the second triad, the Peer facilitator and the practitioner have 20 working days to complete the second formal observation (including pre and post conference) and a reflective conversation.***

iii. ***For Practitioners <u>not</u> in an SPG cycle:***

a.) ***A Site Administrator may do drop-ins, visits, or pass-throughs when a practitioner is not participating in SPG.***

b.) ***A Site Administrator shall <u>not</u> use the Informal Observation Notes form unless the practitioner is participating in SPG or the form is being used to communicate a specific concern. ~~or suggestion for improvement~~. In which case, ~~it~~ the concern*** shall be sent utilizing district email, or the Informal Observation Notes Form, in such cases, the practitioner shall be given the opportunity for a conference with the facilitator/administrator, unless waived by the practitioner in writing.

c. No Change

d. No Change

e. ***Continuing Education Hours***

The District and the Association agree that participation in the SPG Cycle may require additional time for practitioners to complete all components. Therefore, practitioners may earn up to, but not to exceed, 20 hours of Continuing Education hours during their participation in SPG when documented activities are in accordance with these guidelines:

i. ***The following activities are eligible for Continuing Education hours:***

a). ***Meetings with facilitators, phone calls and virtual meetings (includes FaceTime, Skype, etc.)***

b). ***Attending Focus Group Meetings***

c). ***Participating in SPG additional training opportunities (beyond the initial two days of training).***

ii. ***Hours must occur outside of the regular site hours. They may occur before or after school.***

iii. ***Hours must be documented on the "SPG Continuing Education Documentation Form."***

iv. ***Documentation forms may be sent electronically or through District mail to the Professional Learning (PLI) office***

v. ***Hours may be earned per year of participation in an SPG cycle***

vi. ***SPG Continuing Education hours are due no later than June 30 following the end of the practitioner's SPG Cycle.***

3.04.5 No Change

3.04.6 Frequency of SPG Cycles

The process as prescribed in this article shall be made on a continuing basis as follows:

a. At least once each school year for practitioners with temporary and probationary status.

i. ***For those practitioners who are probationary, based on Education Code 44910, 44912 or 44929.21/44908, and would otherwise be permanent, they shall participate on the same cycle as permanent practitioners outlined in subsections b and c below.***

b. In years 3, 5, 7 and 9: at least every other year for practitioners with permanent status. During initial implementation, prior year evaluation cycle shall be considered to ensure compliance with Ed Code.

i. During the alternate year, when the practitioner is not formally participating in the System of Professional Growth, the practitioner is not responsible for writing goals or meeting with the administrator at the beginning and end of year related to such goals.

ii. However, the alternate year status does not prohibit the site administrator from conducting informal observations. In such cases, it is the administrator's responsibility to communicate throughout the year with the practitioner regarding any concerns related to their performance.

c. In years 12, 15, 18 etc., or at least every three (3) years for practitioners with permanent status who have been an employee at least ten (10) years with the school district:

i. During the off year, when the practitioner is not formally participating in the System of Professional Growth, the practitioner is not responsible for writing goals or meeting with the administrator at the beginning and end of year related to such goals.

ii. However, the off year status does not prohibit the site administrator from conducting informal observations. In such cases, it is the administrator's responsibility to communicate throughout the year with the practitioner regarding any concerns related to their performance.

iii. When an administrator determines that participation in SPG shall be conducted in what would otherwise be an off year, it is the responsibility of the administrator to notify the practitioner(s) prior to the end of the previous school year. Such notifications shall include purpose and rationale to support participation. A Facilitator will be assigned in accordance with 3.04.1.b.i.

d. In the event a practitioner***'s*** ~~takes an approved leave of absence for any portion of the year~~ ***approved absences cause them to work less than 80% of the school year, but more than 50%,*** timelines shall be adjusted through mutual agreement of the Practitioner and the Facilitator. In the event that no agreement can be reached, the Professional Growth Team shall make the final determination. ***A permanent practitioner, whose approved absences cause them to work less than 50% of the school year, shall participate in the full SPG Cycle the following school year.***

i. ***Temporary and probationary practitioners who are hired with 50% or less of the school year remaining, shall have a modified Professional Practice Phase: two reflective conversations, informal observations and an end of the year meeting.***

e. During initial implementation, prior year evaluation cycle shall be considered to ensure compliance with Ed Code.

3.04.7 Roles and Responsibilities of the Professional Growth Team (PGT)

a. No Change

b. No Change

c. In addition to the regular salary, bargaining unit members on the PGT shall receive an annual stipend ***consistent with Exhibit D-9.*** ~~of $3,100.00 (see Exhibit D-9).~~

3.04.8 ~~Peer~~ Facilitators

a. A Peer Facilitator is a bargaining unit member with permanent status selected to work as a Facilitator within the System of Professional Growth.

i. Selection Process:
No Change

ii. Roles and Responsibilities:
No Change

iii. The District shall indemnify and hold harmless individual Peer Facilitators from any lawsuit or claim arising out of the performance of their duties under this program.

iv. A Peer Facilitator shall retain all rights of bargaining unit members. ***A Peer Facilitator shall have a work year that includes an additional five (5) days.*** In addition to the regular salary, a Peer Facilitator shall receive an annual stipend ***consistent with Exhibit D-9.*** ~~of $4,500.00 (see Exhibit D-9~~.

v. Peer Facilitators may be removed from the role as determined by the PGT.

vi. Upon completion of service, the member has a right to return to his/her original site.

b. Administrator Facilitator

i. Administrators may also be in the role of Facilitators in the System of Professional Growth.

ii. Roles and responsibilities may include:

a.) Scheduling and conducting: pre-conferences, formal observations and post conference debriefs with assigned practitioners.

b.) Scheduling and conducting Reflective Conversations with assigned practitioners.

c.) Compiling, along with the practitioner, evidence of practice on the Essential Elements and the practitioner's focus area.

d.) Completing the Reflection Tool and sharing updated copies with the assigned practitioners.

e.) Completing the End of the Year Summary and/or the Recommendation to Advisory forms within the identified timelines and as evidence supports.

f.) Honoring confidentiality of the assigned practitioners, including avoiding sharing information with site administrators.

g.) Sign the End of the Year Summary (section 3.01.2) for practitioners in SPG who are working with a peer (at the end of the SPG cycle).

1. If a site administrator has questions or concerns about the documentation or the process used, they may call a triad with the practitioner and the peer facilitator to discuss the questions/concerns.

2. After the meeting, if the site administrator continues to have concerns about signing the End of Year Summary form, they will not be required to sign. The End of Year

Summary form will then be sent to the Professional Growth (PGT) Team for review and signature.

3.04.9 Facilitator Mentor

a. Selection Process

No Change

b. Roles and Responsibilities

i. No Change

ii. No Change

iii. No Change

iv. A Facilitator Mentor shall retain all rights of bargaining unit members. ***A Facilitator Mentor shall have a work year that includes an additional five (5) days.*** In addition to the regular salary, a Facilitator Mentor shall receive an annual stipend ***consistent with Exhibit D-9*** ~~of $5,507.00 (see Exhibit D-9)~~ .

v. No Change

vi. No Change

3.04.10 End of Year Summary

No Change

3.05 Recommendation to Advisory

The purpose of the Advisory Phase is to provide high quality supports for any practitioner that may be struggling in CSTP #1-5. A recommendation of a Practitioner to the Advisory Phase requires a minimum of two formal observations and one reflective conversation with the assigned Facilitator.

3.05.1 No Change

3.05.2 In the case of the Facilitator being a peer, the site Administrator may submit his/her recommendation to the Advisory Team provided the Advisory Recommendation process has been followed and the proper documentation (see ~~Recommendation to Advisory Form~~ ***section 3.04.4 b ii c***) has been completed. ~~In such cases, if the administrator has a concern and the practitioner is working with the peer facilitator, the administrator shall call a meeting with the practitioner and the peer facilitator together to inform them of concerns prior to submitting his/her recommendations to the Advisory Team~~ .

3.05.3 No change

3.06 Advisory Phase

The Advisory Phase shall only be implemented after concerns or questions of performance have been properly documented on the Recommendation to Advisory Form, submitted to and approved by the Advisory Team.

3.06.1 The practitioner may submit evidence to the Advisory Team and/or appear before the Team to present information.

a. ***If the practitioner is in agreement with the Recommendation and/or wants the additional support, the practitioner may submit a brief statement stating they want to enter into Advisory and would like to receive additional support. This may occur no earlier than the December Advisory Window.***

3.06.2 After reviewing the evidence, the Advisory Team shall make the final decision.

a. No Change

b. If the Advisory Team affirms the recommendation for the practitioner to participate in the Advisory Phase, an Advisor shall be assigned to the practitioner to implement the following process:

i. The Advisor shall assume the role previously held by the Facilitator with the additional responsibility of co-creating an

improvement plan with the practitioner and a timeline for implementation.

ii. The Advisor and the Practitioner shall meet ~~an average of~~ ***approximately*** two hours per week to implement the improvement plan.

iii. The Advisor ***shall submit a written report to the Advisory Team*** ~~and the Practitioner shall meet with the Advisory Team~~ at least every ~~25~~ ***30*** working days to provide updates on evidence of progress.

iv. The Practitioner shall have the right to be represented by SJTA staff in any meeting of the Advisory Team that the practitioner is entitled to attend and shall be given reasonable opportunity to present his/her view concerning any report being made.

v. During the Advisory Phase, if the site Administrator has a concern while the practitioner is working with the Advisor, the administrator shall call a meeting with the practitioner and the Advisor together to inform them of concerns. After convening such meeting, the site Administrator may choose to submit evidence to the Advisory Team during the Advisory Phase.

vi. At the conclusion of ~~80~~ ***90*** working days of Advisory, the Advisory Team shall determine that:

a). The practitioner meets standards in all areas and shall return to the Professional Practice cycle. The End of Year Summary shall be completed in accordance with section 3.04. The Advisory Form and supporting documents shall not be placed in the practitioner's personnel file.

b). The practitioner is making progress and shall participate in an additional ~~80~~ ***90*** working day Advisory Cycle.

(i) During the first Advisory Cycle, the practitioner must maintain meeting standards in all areas not identified in the improvement plan. If evidence demonstrates that an area previously not identified is not meeting standards, the area(s) will be included in the improvement plan for a second Advisory Cycle, if needed. This may only occur in the first cycle of Advisory.

c). The practitioner is not meeting one or more standards. The practitioner shall receive further assistance through referral to the PAR program.

(ii) Requires a majority vote of the Advisory Team.

(iii) The Advisory Form recommending referral to PAR shall be placed in the practitioner's personnel file.

3.06.3 No Change

3.06.4 Roles and Responsibilities of the Advisory Team
No Change

3.07 Peer Assistance and Review (PAR) ***Phase (see section 3.08)*** ~~Program~~

3..08 No Change

3.09 No Change

3.10 No Change
3.11 No Change

Article 4 Transfers

4.01 Definitions

4.01.3 A vacancy is any position paid on a salary schedule in Exhibits D-1 – D-3, ~~E-1~~ or F-1 ~~–F-2~~, not filled by a probationary or permanent member.

4.02.2c (i) –

Vacancies arising in the two weeks prior to the first teacher workday will not be open for voluntary transfer requests. ***Members who have work calendars that are not tied to the TK-12 instructional calendar may apply for voluntary transfers between May 1 and August 1.***

4.02.5 This article on transfer shall not be construed to apply the procedures on involuntary transfer to transfers between positions paid on the salary schedule attached as Exhibit D-1, and positions paid on the schedules attached as Exhibits D-4, ~~E-1~~ and F-1 ~~–F-2~~.

4.03.2c –

Members being involuntarily transferred shall be notified by mail of the time and place to appear, in order of their district-wide seniority, to make position choices from the list of vacancies accumulated through May 19. Each member shall select three (3) positions for which he/she ***possesses an*** ~~is~~ ***active*** credential~~ed~~ (under current state and federal regulations). At least ~~two~~ ***one*** (~~2~~*1*) must be in the same division to which the member is currently assigned. If the member is not eligible for three (3) positions, he/she shall select as many positions as possible from the list. If the member selects in this manner, he/she shall be given one (1) of the positions so selected.

4.03.3 August 1-First Teacher Workday

d ~~This section will be a pilot program for the term of this contract.~~

4.03.09 Exceptions for District Designated Title 1 Schools (effective April 1, 2017)

The District and the Association acknowledge that establishing and maintaining staff who are qualified and committed to ensuring the success of meeting the unique needs of students in a Title 1 school.

Therefore, permanent members, and probationary members eligible for permanency, assigned to district designated Title 1 schools, may voluntarily place themselves on the surplus list pursuant to section 4.3.

Permanent members, and probationary members eligible for permanency, that are staff of a District-wide program (e.g., Elementary Specialists, ELD teachers, Title 1 Teacher w/coaching responsibilities) may request a location change, but will not be part of the surplus process. The District shall make a reasonable effort to accommodate these requests.

The maximum number of members that may voluntarily be placed on the surplus list as herein provided shall be determined by the Associate Superintendent of Schools and Student Support, or designee, the Director of Human Resources and the SJTA president.

Members may only select an assignment to a District designated Title 1 school during the surplus process after participating in an interview process with the school leadership team (administrator and practitioners) as defined in Article 24 and receiving a recommendation from the leadership team.

4.04 Voluntary Transfers

4.04.1 ***Permanent*** members, ***and probationary members eligible for permanency***, who desire a transfer to a posted vacancy shall contact the Human Resources Department, in writing, and shall be given consideration for that position provided that a contact has been made with the personnel office on or before the closing date. No assignment shall be made before the closing date. Administrators are required to interview a minimum of five (5) qualified members of the bargaining unit requesting a specific position.

4.04.4 In middle school and high school, the procedure for voluntary transfers shall also apply from ***the Friday prior to Thanksgiving break*** ~~December 1~~ until ten (10) days prior to the commencement of the second semester.

~~4.10 Exceptions for Program Improvement District Designated Title 1 Schools~~

~~Transfer from/to Program Improvement (PI) schools shall be handled in accordance with the Side Letter of Agreement dated February 3, 2005, included herewith as Exhibit "S".~~

Article 5 Leaves

5.02 – Sick Leave - 5 Months or Less:

When a teacher has exhausted accumulated sick leave including the amount annually credited, the teacher is entitled to five (5) school months of extended sick leave. Payment for such leave shall be ~~at the teacher's regular rate of pay less the amount payable to a substitute~~. ***paid to the unit member at the differential rate.***

5.01 Sick Leave—5 Months or More

A member with permanent status who is absent because of accident or illness for more than five (5) calendar months may receive an extended disability payment of $100.00 per month, beginning with the exhaustion of the benefit provided by 5.02 and extending for not more than eighteen (18) calendar months or a payment of $1800.00. A member denied this benefit shall be given the reason, upon request. All District-paid insurance, retirement and fringe benefits shall be continued in full force during the period when this benefit is in effect. Once a member qualifies for this benefit, the term of the leave shall be eighteen (18) calendar months ***provided the member continues to provide medical certification of his/her disability.*** To return from leave prior to the exhaustion of the 18-month benefit, the member shall submit a full medical release.

5.12 – ~~Maternity and Paternity~~ ***Parental*** Leave – Paid

5.12.3 Effective January 1, 2017, eligible members of the bargaining unit shall be granted, upon request, up to twelve (12) workweeks of paid parental leave in accordance with Ed Code 44977.5. Members accessing parental leave under this section shall first utilize all accrued sick leave; any additional time within the 12 workweeks not covered by accrued sick leave, shall be paid to the unit member at the differential rate.

a. In the event both parents are entitled to leave under this section, it shall be a shared 12 workweek period. (Government Code 12945.2, subdivision q)

5.20 Sabbatical Leaves

5.20.9 Application for Sabbatical Leave

b. Application for sabbatical leave must be filed in the Human Resources Department by ***April 1*** ~~February 15~~ for leaves to be taken in the following fall semester and by October 1 for leaves in the following spring semester.

5.29 Industrial Accident and Health Leave

5.29.4 A member who is injured on the job and who believes that the injury requires the services of a physician shall ~~be sent to a~~***follow the District's procedure for reporting claims. If the employee has predesignated a physician for care in the case of an industrial injury, the member may see that*** physician ~~of her or her choice for treatment.~~ The Association ***may receive a de-identified listing of all*** reportable employee injuries by ***site upon request.*** ~~will be notified of all reportable employee injuries by a copy of the appropriate State form as may be required.~~ ***The District shall send out annual reminders to members of their right to predesignate a physician and the deadlines for doing so no later than September 1. The Association will announce this requirement at all rep council meetings from September through December.***

5.32 Family Care Leave—Unpaid

The District shall follow the requirements of federal and state law with respect to family medical leave. As of 1/4/96, those laws are the Family Medical Leave Act (FMLA, federal) and the California Family Care and Medical Leave Act (FCMLA, state). Employees shall be allowed to use ***all*** accrued sick leave during any absence in which the employee is caring for a family member who has a serious health condition as defined by FMLA.

5.33 Catastrophic Sick Leave Bank—paid

Catastrophic illness "or injury" means an illness or injury expected to incapacitate the employee for an extended period ***(fifteen [15] working days or more)*** and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her ***accrued*** sick leave. ~~and other paid time off.~~

a. Eligibility
To be eligible an employee must:

a. Achieve permanency in the District.

i. Those members who are probationary, based on Education Code 44910, 44912 or 44929.21/44908, and would otherwise be permanent, shall be considered eligible.

b. Donations

To donate, an employee must:

Be a*n* ~~permanent~~ employee of the bargaining unit ***eligible to donate.***

5.33.6 ~~This program will continue until July 1, 1998. A successor program, if any, will be submitted for negotiations in a timely manner to provide continuity of program benefit.~~

5.34 Shared Contracts

5.34.3 Unit members who share a contract shall share proportionately in the ~~health~~ benefits under that one (1) contract. If one member ***completely*** opts out of ***his/her share of*** ~~*100%*~~ ***the*** district benefit, the other member shall receive 100% district contribution.

~~5.34.5 This section shall apply to new and existing shared contract agreements. Anniversary credit will be adjusted, if applicable. Article 5.34.5 will sunset on June 30, 2016.~~

5.34.5 When a teacher in a shared contract is absent for sick leave/personal necessity, the person sharing the contract with that individual shall substitute for their partner, whenever possible, for no more than five (5) full days or ten (10) half days per school year. When such a condition exists, there will be no deduction of sick leave, as the absent partner will exchange a day with their partner. A revised calendar showing the exchanged days will be filed with the site and also submitted to Human Resources within five (5) working days.

When it is not possible for such sharing of substitute time, or the days substituted exceed five full days or ten half days, a regular substitute will be employed and the appropriate sick leave/PN will be charged to the individual who is absent. If the shared contract partner substitutes after the five full days, or ten half days, has been exceeded, compensation will be at the normal substitute rate.

When an absence will be for more than one calendar month, on a case-by-case basis, the District and Association may explore options to allow one partner to substitute for the other and receive compensation at their daily rate.

Article 7 Class Size:

Effective for the 2016-17 school year

GRADE	LOADING RATIO	MAXIMUM CLASS SIZE
TK-2	26	27
~~2~~-3	30	31
4-5(6)	32	34
(6)7-8*	33	36
9-12	33	36

Effective for the 2017-18 school year

GRADE	LOADING RATIO	MAXIMUM CLASS SIZE
TK-3	26	27
4-5(6)	32	34
(6)7-8*	33	36
9-12	33	36

For departmentalized* secondary classes (except self-contained 6th grade classes) the maximum direct instructional student contacts per day shall be limited to 165 students for grades ~~6~~***7***-12, except where a teacher consents in writing to a deviation. Instrumental and choral music classes may exceed the maximum student contacts in ~~6~~***7***-12 by 1.5 times. Physical Education classes may exceed the maximum student contacts in ~~6~~***7***-12 by 1.35 times. Reduced schedule teachers and split assignment teachers shall have pro-rata totals.

7.07 Special Education ~~Classes~~ ***caseloads*** shall not exceed the maximum cited in the ~~law~~ ***Ed Code***.

7.07.1 SDC Class Size

~~SDC 7-12 non-severe caseload maximum shall be 26 beginning July 2002; RSP caseload shall be 28;~~

a. The District shall make a reasonable effort to equalize class sizes as determined by the class roster throughout the District within the grade levels and programs consistent with the needs of the students as set forth in his/her IEP and the unique features of each group. "Reasonable effort" may include, but is not limited to include, busing students on a voluntary basis to other sites, moving students to other classes at that site, or adding an instructional aide.

b. SDC 7-12 ~~non-severe~~ ***mild to moderate*** caseload maximum shall be 26; ~~beginning July 2002;~~ RSP ***and Inclusion Specialist*** caseload shall be 28;

c. All mild to moderate SDC classes shall have a districtwide class size average of not more than 12, with a class size maximum of not more than 17.

d. All moderate to severe SDC classes, including the following programs, shall have a districtwide class size average of not more than 10, with a class size maximum of not more than 14.

i. Deaf and Hard of Hearing

ii. Visually Impaired

iii. ED (identified as moderate to severe)

iv. ***Autism (identified as moderate to severe)***

v. ***ILS***

vi. ***Ralph Richardson Center***

vii. ***La Vista Center***

viii.. ***Laurel Ruff Community Transition Program***

Beginning in July 2016, ILS teachers will receive a pro-rata share stipend of $4,500/year for each student above the class size maximum during the transition from previous class sizes to the new class size maximum of 14. If any ILS teacher has received compensation for additional students during the 2016-17 school year equal to or greater than the above, no additional compensation will be provided

~~b. Except for Hearing Impaired, Visually Handicapped Preschool, SED, and Ralph Richardson Center classes, the average class size within the SDC program in the District shall not exceed 12 students. The class size for any specific class shall not exceed 17 students.~~

~~In Hearing Impaired, Visually Handicapped Preschool, SED, and Ralph Richardson Center classes the District class size average shall not exceed 10, and any individual class shall not exceed 14.~~

e. ~~e~~ The District and the Association agree to establish a Special Education/General Education Oversight Committee composed of seven members of which a majority are teachers. The committee shall recognize that consensus is the preferable decision making process. In cases where consensus is not achievable, all decisions and recommendations shall require five (5) votes. The oversight committee shall be established to oversee, guide, and facilitate the following initiatives:

i-viii: no change

f. Additionally, the District and the Association agree to form a Joint District/Association Special Education Helping Team. The Helping Team will review current policies, practices and areas of concern, in order to provide recommendations on issues such as compensation, class sizes, summer school, and caseloads for special education teachers.

g. At regularly scheduled quarterly meetings the District shall provide SJTA quarterly reports that track caseloads for all SPED teachers. Additionally, the District shall develop a process to generate and track districtwide class size averages, to be provided to SJTA at the quarterly meetings. Districtwide class size averages will be available to SJTA beginning the third quarter meeting in 2018.

h. ~~d.~~ Effective 2012-13, Laurel Ruff shall convert from a K-12 site to a 9-12 site and be regulated by the provisions of the collective bargaining agreement that are appropriate for its programs at that level. The provisions in particular will include, but not be limited to, the instructional time for students unless modified by an appropriate IEP, class size (Article 8) and length of work day.

7.08 Caseloads for speech therapists shall conform to state code and the District shall make a reasonable effort to equalize caseloads. Therapists employed on a part-time basis shall have a pro-rata equivalent of the caseload of full-time therapists. For the purpose of making a reasonable effort to equalize caseload, the district shall begin loading to the ratio of 40:1, ***with a maximum caseload of 60.*** The Special Education Director or designee shall meet with the SLP leadership team to review on a quarterly basis SLP caseloads and make adjustments to ensure equitable workloads; thereby taking into account age of and number of students, number of assigned schools, and specific needs of students identified in IEPs.
In the event the District cannot hire qualified staff to meet the maximum caseload of 60, beginning July 1, 2017, the SLP Leadership Team shall be notified and the affected member shall choose from the options listed below:

a. 1-5 students over cap = Stipend of $8,500/year or pro rata share, or additional Speech and Language Pathologist Assistant (SLPA) support

b. 6-10 students over cap = Additional Stipend of $8,500/year or pro rata share, or additional Speech and Language Pathologist Assistant (SLPA) support

c. 11-15 students over cap = Additional Stipend of $8,500/year or pro rata share, or additional Speech and Language Pathologist Assistant (SLPA) support

(Example: a speech and language pathologist that has 68 students on their caseload may choose both stipends, for a total of $17,000, or may choose one stipend of $8,500 and additional support from a SLPA.)

7.17 ~~If the 2015-16 LCFF Funding Gap Closure Rate, adopted by the legislature, is improved over the Department of Finance estimate as of November 1, 2014 (20.68%) and results in additional net revenue to the district, the parties agree to review and discuss the effects in the Budget Review Committee. The parties furthermore agree that the Budget Review Committee shall give primary consideration to accelerating 2nd grade class size reduction for the 2015-16 school year. Priority for the acceleration of class size reduction shall be given to schools with the highest numbers of students eligible to receive supplemental funds.~~

7.19 ~~SJTA and the District agree to establish a K-8 Joint Committee within 45 days of ratification of this contract. The purpose of the joint committee is to specifically address the issues of class size and student contact maximums for departmentalized grades 6-8 at K-8s and elementary specialists assigned to such grades. Results and recommendations of the committee shall be reported to the respective bargaining teams no later than March 1, 2016.~~*(move to Exhibit N-1)*

Article 8 Hours

8.01.7 Secondary and Departmentalized 6-8 Grades at K-8s Preparation Time

~~Effective November 30, 2015, it is the intent of the District and SJTA to provide daily preparation time to 6-8 classroom teachers, including elementary specialist assigned full-time to grades 6-8 at K-8 Schools. However, both parties acknowledge that mid-year implementation may present staffing issues for the District, as hiring specific personnel mid-year may be challenging. Therefore, beginning November 30, 2015, if the district cannot hire the appropriate staff for implementation, any school may offer to the members currently assigned to the site the opportunity to work beyond the full-time contract at a pro rata share of his/her per diem rate in order to provide daily prep for the other 6-8 grade classroom teachers on campus. If no qualified teacher can be hired to staff the position and no member is willing to give up his/her prep, it is understood that the district may be unable to provide prep during the 2015-16 school~~

~~year at such schools until such hiring can be made. In such cases where the additional prep time cannot be provide, each 6-8 classroom teacher at those schools shall be compensated at a pro rata share of his/her per diem rate in lieu of the additional daily preparation time. Elementary Specialists assigned part-time to grades 6-8 shall receive one equity day per remain trimesters. Elementary Specialists require the consent of the principal when using equity days on Monday and/or Friday.~~

~~Additionally, the District and SJTA agree that this effort of mid-year implementation during the 2015-16 school year shall not negatively impact the effective start date for full implementation at the beginning of the 2016-17 school year.~~

Effective July 1, 2016, each full-time classroom teacher assigned to a middle or high school and each 6-8 grade classroom teacher assigned full-time to a K-8 school and teaching in a departmentalized setting, shall have one (1) period (part-time pro rata share) as part of the instructional day for planning and preparation of classes, holding conferences with parents or students, or other related activities. Elementary Specialists assigned full-time to departmentalized grades 6-8 at a K-8 shall receive the same preparation time as the classroom teacher. ***Elementary Specialists assigned part-time to grades 6-8 shall receive one equity day per trimester.*** Elementary Specialists ~~require the consent of the principal when using~~ ***may not use*** equity days on Mondays and/or Fridays.

8.01.2

Members may be required to participate in such non-instructional functions as attendance at student and parent orientation sessions, PTA/ PTSA and Parent Club meetings, Open House ***(or substitute event[s]),*** and Back-to-School Night.

8.01.3 Except to cover emergencies, on or off-site supervision of student related non-instructional activities beyond the work day shall not exceed ~~three (3) per semester.~~ ***six (6) for an entire year. The intent of this language is to provide a safe environment for students and to ensure that teachers are only required to perform necessary duties related to supervision and student safety.***

Unit members at each site may choose to form a liaison committee made up of a Faculty Rep and at least three (3) teachers selected by the unit members at each site. This committee and the site administrator shall review the student-related non-instructional activities/adjunct duties ***at the site in order to*** ~~and~~ determine the ~~method,~~ appropriateness ~~(i.e. definition of NID), for~~ ***of*** these activities/duties. ***Any voluntary activities, such as clubs or student activities that require an unpaid certificated advisor, may be included if approved by the committee and administrator. Any activity or duty for which a member receives pay cannot also be considered a NID.***

Effort will be made to minimize the number of NIDs required during the year, but in no case shall the number NIDs exceed six for any one member.

~~The intent of this language is to provide a safe environment for students and to insure that teachers are only required to perform necessary duties related to supervision and student safety.~~ If the committee and administrator cannot reach a consensus, the issue shall be referred to the Superintendent/designee and the SJTA President/designee for final disposition. Sponsorship of clubs, classes or other student activities ***not included in the list of non-instructional duties*** shall be done on the basis of sharing this responsibility as equally as practicable among the staff in the school. Nothing in this section shall prevent members from

volunteering for sponsorships or supervisions duties. The principal will make a reasonable effort to schedule on or off-site non-instructional activities on instructional days.

8.01.8 Elementary Preparation Time

a. Regular elementary classroom teachers, special education teachers in SDC classes and SDC teachers at Laurel Ruff Center and Ralph Richardson Center, preparation time teachers and traveling teachers ~~*and all 7-8 teachers assigned to a K-8 school except Orangevale Open*~~ shall receive 160 minutes of preparation time each week within the instructional day at District expense and delivered by other than regular classroom teachers. Part-time to be prorated.

8.01.10 The District shall provide 10 minutes of duty-free relief for any ***elementary or TK-8*** teacher ~~*grades 1-6*~~, who is assigned A.M. recess duty and who has no other free recess or preparation time in the morning. If a teacher has 200 minutes or more uninterrupted work time (teaching and recess duty) after the lunch break, the teacher will be provided a 10-minute break. This is in addition to the teacher's preparation time.

8.01.14 Instructional Minutes

K-6: ~~Commencing 1994-95,~~ *A*~~a~~ll students in grades 4-6 shall have a regular instructional day of no less than 315 minutes, and students in grades 1-3 shall have a regular instructional day of no less than 310 minutes, unless otherwise provided.

7-8: ~~Commencing in 1996-97,~~ *I*~~i~~nstructional minutes for students in grades 7-12 shall be an average of 342 instructional minutes per day.

8.01.15 Time and/or program modification

d. For those schools currently on early/late schedules, the following provisions shall apply:

i. ~~Commencing 1994-95:~~ The regular student instructional day shall be no less than 285 minutes. The teacher instructional day shall be no less than 315 minutes at grades 4-6 and no less than 310 minutes at grades 1-3.

iv. All schools must comply with ~~the provisions of Senate Bill 813~~ ***Education Code Section 46207***

8.01.18

In the event a school has a need for additional staff to teach for only a portion of an FTE and no qualified part-time staff member wants to increase his/her contract, the principal may offer an employment contract to qualified full-time classroom teachers for greater than 1.0 FTE, subject to the following:

e. ~~The individual teacher who accepts the additional assignment shall have his/her contract adjusted upward at the employee's pro-rata per-diem rate for that portion of the day and year for which he/she renders the additional service.~~ ***Members who accept an employment contract for greater than 1.0 FTE by teaching an additional period in place of their prep time, will receive a stipend based on years of teaching experience (defined in Exhibit D) as follows:***

i. 1—5 years = $18,000 per year/$9,000 per semester (consistent with Exhibit D-9)

ii. *6—10 years=$22,000 per year/$11,000 per semester (consistent with Exhibit D-9)*

iii. *11+ years = $26,000 per year/$13,000 per semester (consistent with Exhibit D-9)*

If the member accepts the contract for greater than 1.0 FTE and works for less than a semester, compensation will be made based on a pro-rata stipend rate for that portion of the day and year for which he/she renders the additional service.

f. For the purpose of section 8.01.18, a semester at a traditional site is defined as the period from the first day of instruction of the semester of the class to the final day of instruction of the semester of the class. A semester at a block site is defined as the period from the first day of instruction of the first semester of the class to the final day of instruction of the second semester of the class or the period from the first day of instruction of the third semester of the class to the final day of instruction of the fourth semester of the class.

g. ~~In addition,~~ The contact maximums specified in Article 7, Class Size, shall be adjusted on a proportionate basis to reflect the additional assignment.

~~f. The parties agree to review this provision in the spring of 2008.~~

8.02 Work Year Calendar

8.02.2 – ~~The non-instructional work days shall occur the day preceding the beginning of each semester (excluding any holiday or non-school day). The program activity for the second non-instructional work day shall be mutually agreed upon by the staff and the site/program administrator. In the even they are unable to agree, the site/program administrator shall be responsible for one-half of the non- instructional work day activity. The second non-instructional day at the elementary level shall be moved to the end of the first trimester prior to parent conferences.~~ ***There will be two (2) non-instructional workdays for all members. For all members currently on a 185 (or less) day calendar, there will three (3) non-instructional workdays for the 2017-2018 and 2018-2019 school years.*** ~~for the 2017-2018 and 2018-2019 school years~~.

For elementary schools the non-instructional workdays shall occur the day preceding the first day of instruction and the day preceding the start of the fall Parent-Teacher conferences (excluding any holiday or non-school day). The third non-instructional workday in 2017-18 and 2018-19 for members currently on a 185 (or less) day calendar will take place ***following the final day of the school year calendar.*** ~~The second non-instructional day at the elementary level shall be moved to the end of the first trimester prior to parent conferences.~~

For secondary schools the non-instructional workdays shall occur the day preceding first day of instruction and the day preceding the start of the second semester (excluding any holiday or non-school day). The third non-instructional workday in 2017-18 and 2018-19 for members currently on a 185 (or less) day calendar will take place ***following the final day of the school year calendar.*** ~~The program activity for the second non-instructional work day shall be mutually agreed upon by the staff and the site/program administrator. In the even they are unable to agree, the site/program administrator shall be responsible for one-half of the non-instructional work day activity.~~

On the non-instructional workdays, the site administrator may choose to call their general faculty meeting in accordance with 8.01.12, during normal contracted hours. All time outside of the general faculty meeting will be utilized on-site at the discretion of the member.

8.02.5 The work year for high school counselors shall be 195 days of responsibility. The work year for counselors (K-~~8~~12) ~~hired after July 1, 2005~~, shall consist of 185 days of responsibility.

8.02.6 The work year for ***teacher***-librarians~~/media specialists~~ shall be 195 days of responsibility. The work year for ***teacher***-librarians~~/media specialists~~ (K-12) hired after July 1, 2005 shall consist of 185 days of responsibility.

8.02.8 Optional ~~Days~~ ***Professional Development Hours***

For the 2017-18, and 2018-19 school years~~,~~ ***all*** members ~~who have a work year calendar of 186 days or less~~ shall have the option of working additional optional professional development hours at their daily rate of pay, that are outside the school day/calendar year. Members may not use Personal Necessity or Sick time to account for these optional professional development hours. The optional professional development hours must be used for professional development aligned to district/school priorities. These optional professional development hours will be scheduled as follows:

~~a. 2015-2016~~

~~Six hours of District sponsored professional development shall be paid at the member's pro rata daily rate of pay. The focus will be on the development and implementation of practices that are responsive to the student needs (e.g. language development, differentiation, numeracy and literacy strategies, and classroom management). These hours will be funded in accordance with Educator Effectiveness Block Grant Funds. Dates and times TBD in consultation and collaboration with SJTA.~~

a ~~b~~. 2016-17 No change

b. 2017-18 and 2018-19

Six hours of optional District sponsored professional development shall be paid at the member's pro rata daily rate of pay. The focus will be on the development and implementation of practices that are responsive to the student needs (e.g., language development, differentiation, numeracy and literacy strategies, equity, and classroom management). The Professional Development days will be designed in consultation and collaboration with SJTA. The dates for these optional days will be calendared as follows:
Elementary PD Day = Second Secondary teacher workday
Secondary PD Day = Second Elementary teacher workday

PN and Sick Leave may not be used to cover absence on these optional PD days. Compensation is based on attendance.

8.04 Minimum Days

8.04.1 For minimum days established on Back-to-School Night and~~/or~~ Open House ***(or substitute event[s])***, bargaining unit members may leave at the end of the student instructional day subject to the professional provisions of 8.01.1.

8.04.2 No Change

8.04.3 Teachers may exchange an equal amount of minimum day conference time for conferences scheduled after the end of the instructional day. The time exchanged shall be pre-arranged with the administrator.

8.05 Equity Days

8.05.1 Effective July 1, ~~2008~~ 2017 ***the allocation for equity days shall be three (3) days per*** all members in grades 4 ***through self-contained*** 6th ~~and 4-8 grade at K-8 schools shall have three (3) equity days per year for planning, preparation, and holding conferences with parents.~~ ***These days shall now be utilized to serve all members at the site. The site leadership team, in consultation with the staff, shall determine how these days shall be utilized.***

When the member's classroom or other equally suitable space is unavailable during these planning and preparation days, members may work at an alternate location. The principal must be notified in advance of the work location and the member must be available by phone during the instructional day. Members do not need to report to the site on these days unless the guest teacher is absent and every reasonable effort has failed to secure another guest teacher. If the member is required to return to the site, another day shall be allocated for preparation. ***Due to concerns related to guest teacher availability, members may not use elementary equity days on Mondays and Fridays.***

Effective July 1, 2020, with the complete implementation of Grade Span Adjustment, all language in 8.05.1 will sunset and be replaced with the following:

8.05.1 Elementary Equity Days

One elementary equity day shall be given to each self-contained classroom teacher at grades TK-5 and self-contained 6th for the purposes of assessment, planning, preparation, reporting to parent/guardians, and for meeting other instructional needs. When the member's classroom or other equally suitable space is unavailable during these planning and preparation days, members may work at an alternate location. The principal must be notified in advance of the work location and the member must be available by phone during the instructional day. Members do not need to report to the site on these days unless the guest teacher is absent and every reasonable effort has failed to secure another guest teacher. If the member is required to return to the site, another day shall be allocated for preparation. Due to concerns related to guest teacher availability, members may not use elementary equity days on Mondays and Fridays.

~~a. For Title schools that are able to continue class size reduction below 25, current equity day allocation remain in force.~~

~~8.05.2 Teachers may exchange an equal amount of minimum day conference time for conferences scheduled after the end of the instructional day. The time exchanged shall be pre-arranged with the administrator.~~ (moved to 8.04.3)

~~8.05.3 For schools that no longer have class size reduction at the primary grades, the number of days currently allocated per upper grade teacher shall now be utilized to serve the whole school. The site leadership team, in consultation with the staff, shall determine how these days shall be utilized.~~

8.05.4 Special Education Teachers

a. ~~Effective with the ratification of this November 2014 agreement,~~ *A*all Special Education teachers shall be given ~~three (3) days for the 2014-15 school year~~ four (4) equity days per year for planning, preparing and developing IEPs. When the member's classroom or other equally suitable space is unavailable during these planning and preparation days, members may work at an alternate location. The principal must be notified in advance of the work location and the member must be available by phone during the instructional day. When working at an alternative site, members do not need to report to the site on these days unless the guest teacher is absent and every reasonable effort has failed to secure another guest teacher. If the member is required to return to the site, another day shall be allocated for preparation. Due to concerns related to guest teacher availability, members ~~require the consent of the principal when using~~ ***may not use*** equity days on Mondays and Fridays.

Article 9 Employee Benefits

9.01.7 For members under 65 who retire ***from the District***, the District shall continue payment of the premium for the employee only for medical and dental plans up to the ***last day*** of the month ***before*** the employee's sixty-fifth (65th) birthday. This provision is subject to approval of the insurance carrier or benefit provider.

Article 10 Pre-Retirement Work Program

10.02.1 Eligibility. Member must:

a. Be no less than 55 years of age ~~and no more than 65 years of age~~ at the time the contract is entered.

Article 13 Definitions

When used in this contract, the identified terms shall have the following meanings:

13.01 "Teacher, ***practitioner***, member, or member of the bargaining unit": any employee who is covered by this contract.

13.06 "Immediate family": the following relatives of the employee, or of the spouse of the employee: mother, father, grandmother, grandfather, brother, sister, son, son-in-law, daughter, daughter-in-law, foster parents, ***step-mother, step-father, step-children***, foster children and grandchildren, or a brother-in-law or sister-in-law of an employee, or any relative living in the household of the employee.

13.10 "Seniority" is determined by hire date. Those members with the same hire date shall have their seniority determined by lot ***on an event by event basis***. ~~Once a seniority number is assigned, it remains in effect during the member's length or service and is applicable to all items covered by seniority in this Agreement.~~

13.11 "~~District Resource Teachers~~ Teacher on Special Assignment (TOSA)": members assigned to District-wide non-supervisory curriculum and program responsibilities working with staff and/or students.

13.13 Differential Rate: The amount actually paid to the member, minus the cost of a substitute or, if no substitute is employed, the amount that would have been paid to the substitute. For the purpose of this definition, the substitute rate is the regular guest teacher/regular long-term rate.

Article 14 Adult Educators

14.01.3 Article 3 ~~Evaluation~~ ***System of Professional Growth***

Article 16 Bargaining Unit Member's Just Cause, Due Process, and Progressive Discipline
16.03.2 Right of Rebuttal

Bargaining unit members shall have the right to rebut any written warning or reprimand by following the procedures under Section 3.0~~5~~*9*.5.

16.03.3 Acknowledgement of Receipt of Documents

The bargaining unit member shall acknowledge receipt of all documents intended for placement in his/her personnel file in the manner set forth in Article 3, Section 3.0~~5~~*9* "Personnel files" of this Agreement. Notice may also be documented by utilizing certified, return receipt requested, mail to transmit true copies of documents to be filed.

16.05 Levels of Progressive Discipline:

b.i. Written Warnings

Written warnings ~~issued to the bargaining unit member~~ ***for placement into the bargaining unit member's personnel file*** constitute the first level of formal discipline.

16.06.4 Opportunity for Full Review

Bargaining unit members shall then have the right to generate full review of formal discipline documents by initiating a grievance at Step 2 of the Grievance Procedure Article as included in this Agreement. From that point on, review will occur in conformance with the timelines and procedures delineated in the Grievance Procedure and the provision of this Agreement. ~~Review of written warnings terminates at the close of Step 2 of the Grievance Procedure. If such warnings are subsequently attached to reprimands, then they become subject to full grievance review with the reprimand.~~

An expedited arbitration process may be utilized when it is mutually agreed upon by both parties.

16.08 Adverse Documentation

Adverse documentation may be removed from the personnel file, consistent with section 3.***09.10*** ~~05.9~~ of this Agreement. Written warnings may be removed from the school file upon request of the member, if at least four years have passed without further misconduct. Such warnings will be placed in a sealed file and maintained in the District Office, separate from the personnel file.

Article 20 Summer School Personnel Selection

20.04 The summer school salary ***(Exhibit D-6)*** shall be increased each year in the same percentage as the certificated salary schedule, (Exhibit D-1).

Article 21 Early Childhood Education

21.01.3 Article 3 ~~Evaluation~~ ***System of Professional Growth***

21.02 ~~Child Development~~ ***Early Childhood Education*** Teachers

For those teachers who have permanency in the early childhood education program and who the District determines to hire into the regular K-12 program, such persons will receive year-for-year credit on the regular salary schedule for each year in the child development program during which the member taught at least 15 hours per week for the full year. That person's seniority will be determined by his/her first date in paid service as a probationary employee in the District's child development program. ~~The person will retain his/her permanent status.~~ ***Upon being hired into the regular program, an ECE member with a clear California credential will retain his/her permanent status. An ECE member with a provisional or preliminary California credential will retain his/her permanent status in Early Childhood Education during his/her probationary period in the regular program and, upon being eligible for permanency in the regular program, shall elect whether to retain tenure in Early Childhood Education or become tenured in the regular program.***

21.06 – ***See Exhibit F regarding Continuing Education***

4D. Placement in Column VI—Continuing Education

> ***1) Column VI is designed for teachers to continue their professional growth leading toward improved student achievement via restructuring and curricular changes within District goals. Placement in this column is subject to the following criteria.***
>
> ***Members may begin earning Continuing Education hours July 1, 2016.***
>
> ***a). Eligibility for Column VI is only open to those on Column V.***
>
> ***b). After placement in this column, an additional 105 hours are required within a five (5) year cycle to remain in Column VI. A member may carry over hours for ten (10) years (2 cycles [210 hours]) beyond their current cycle placement for hours earned that follows the established continuing education guidelines.***
>
> ***c). The approval of courses/workshops, in advance of participation, is subject to the criteria/procedures established by the joint committee on Continuing Education.***
>
> ***d). Column VI is 5.5% above Column V.***
>
> ***e). The filing of hours/units is to be consistent with Exhibit F, number 5, Filing of Units.***

21.09 Early Childhood Education Layoff Process

The District and Association agree that the purpose of this section is:

> ***A. To mitigate the impact of layoffs, bumping, possible surplus, and reassignment to all ECE employees and the District due to lack of work and/or lack of funds.***
>
> ***B. Ensure clear communication and transparency related to the ECE layoff process.***

C. Clarify the procedures used related to the ECE layoff process.

D. Minimize disruption to ECE teachers, children/families, and programs.

E. Ensure that the District and employees retain the rights afforded to it by Education Code section 8366.

F. This section is specific to Early Childhood Education and is not intended to affect the layoff process for SJTA members not in this program.

Definitions:

Unit Member: A unit member for the purpose of this section is a permanent or probationary employee who is a certificated member of the Early Childhood Education (ECE) Program.

Seniority: Seniority shall be determined by District date of hire as a certificated probationary member.

Surplus Process: The process used to determine reassignment in ECE District-wide programs.

Affected Member: Any unit member whose ECE position is being reconfigured, reduced or eliminated (surplus process, Board Action).

Layoffs: Unit members shall be subject to layoff for lack of work and/or lack of funds as determined by the governing board in accordance with Education Code section 8366. A layoff for purposes of this article shall be considered an involuntary separation of an employee because of lack of work and/or lack of funds.

Bumping Process: The process wherein the senior member(s) bumps the least senior member(s) with a position of equal or greater profile to provide position profiles equal to or greater than those currently held by the affected member.

Position Profile: Assigned hours per day and days/months per year.

Notification of Surplus and Layoffs

The District shall notify the Association of its intent to lay off certificated ECE bargaining unit members by transmitting a copy of the Board agenda regarding any proposed layoff. Concurrent with such notification, the District shall provide the Association with a copy of all resolutions passed by the Board with regard to the layoff. The District, upon request by the Association, shall provide the following:

1. *The names, addresses, and home phone numbers of unit members being laid off.*
2. *A list of all certificated or unit members ordered by seniority, identifying unit members, work location, assignment and credentials held.*
3. *A bumping analysis (list of assignment/reassignment and transfer changes contemplated as a result of anticipated layoffs) of how these members were reached. Prior to sending out layoff notices to the members selected, the District shall meet and confer with the Association regarding the accuracy of the District's bumping analysis.*
4. *The District shall notify the affected members in writing a minimum of 60 calendar days prior to the date of any layoffs, except in the event of an actual and existing financial inability to pay*

salaries to ECE members or for causes not foreseeable or preventable by the governing board, where less than 60 days' notice may be given.

Surplus and Layoff Processes

1. Surplus Process

This initial surplus process will be used to determine reassignment in ECE District-wide programs if there are vacancies which have position profiles equal to or greater than those currently held by the affected member.

A member who is initially identified as affected, due to the Board approved reductions, shall be identified as surplus staff. Members identified as surplus staff shall have an opportunity to choose from existing ECE vacancies in District-wide seniority order with the most senior member choosing first in accordance with section 21.07 of this Article.

If an initial analysis of vacancies shows that there are not enough positions with profiles equal to or greater than those currently held by the affected member, the District will initiate the layoff process to provide vacancies from which those affected members identified as surplus staff can make selections.

Once the District has provided a sufficient number of positions with equal or greater position profiles for the involuntary transfer process and an affected member wants to choose a position with a profile less than their current profile, this shall be considered a voluntary transfer and a voluntary reduction in profile.

If there is no profile equal to a member's current profile and the member selects a lesser profile, they will have rights to a vacancy with their current profile within the following school year.

2. Layoff Process

Whenever a member is laid off, the order of layoff shall be based first on status (permanent members have greater rights than probation members) and seniority (first day in paid status as a probationary employee).

Improper Layoff Rights

Members of the Early Childhood Education program whose layoff is found to be inconsistent with this section, or law, and who are improperly laid off shall be immediately restored to employment with no loss of salary or benefits.

Disagreements regarding implementation of the procedures outlined in this section shall be subject to the grievance procedures outlined in Article 2 of this collective bargaining agreement beginning at Step Two.

The member shall be reimbursed for all loss of pay from the District as a result of the improper layoff less any earnings the member received from any other employment while laid off. If the member believes that as the result of the improper layoff, he/she has not been made whole by the District, the member may file a grievance.

Reemployment Rights

Permanent members laid off because of lack of work and/or lack of funds are eligible for reemployment for a period of 39 months and shall be reemployed in preference to new applicants.

If in any school year the employee serves as a substitute in any position requiring certification for any 21 days or more within a period of 60 school days, the compensation the employee receives for substitute service in that 60-day period, including his/her first 20 days of substitute service, shall be not less than the amount the employee would receive if he/she were being reappointed.

Probationary members laid off because of lack of work and/or lack of funds are eligible for reemployment for a period of 24 months and shall be reemployed in preference to new applicants.

During the period of the employee's preferred right to reappointment, any such employee shall, in the order of original employment, be offered prior opportunity for substitute service during the absence of any other employee who has been granted a leave of absence or who is temporarily absent from duty; provided that his/her services may be terminated upon the return to duty of said other employee. The compensation for this substitute service shall be at the regular substitute rate.

Offers of reemployment will be made in seniority order to members who have the requisite credential/permit and/or degree/unit qualifications for a vacancy. It is the expectation of the District that the member(s) have provided their most current contact information, e.g., phone number, valid email address. Offers will be made in the following manner:

1. ***Human Resources staff will call with an offer of reemployment.***
2. ***If the member is spoken with directly, the member will have up to 72 hours to accept the offer, if necessary.***
3. ***If the member does not answer the phone, Human Resources staff will leave a message and document the time the message is left via an email to the member with a copy of the email sent to the Association. After 72 hours have passed, Human Resources staff will make one (1) other attempt to contact the member.***
4. ***If 48 hours have elapsed after leaving a second telephone message, and the Association has not communicated that they were successful in contacting the member, Human Resources staff will move to the next member on the reemployment list that is qualified for the vacancy. The member that was unavailable will be considered to have refused the job offer. After three refusals for reemployment, the member shall be considered unavailable for reemployment and shall not be notified of future vacancies until the member notifies the Human Resources Department that he/she is available for reemployment.***

   Members shall be reemployed in the job assignment available in accordance with their credential/permit(s), degree/unit requirements, and/or requirements stipulated by the grant for the vacancy.

   Unused sick leave benefits, accumulated prior to layoff, will be reinstated upon return to work.

   A member who receives a layoff notice shall be permitted to use accrued and unused PN to seek alternative employment.

Article 22 Independent Study

22.01.3 Article 11 Salary Schedule

~~The salary schedule for Independent Study teachers, Exhibit D-3, shall be 95% of the salary schedule for Credentialed teachers in Exhibit D-1. Beginning in the 2015-16 school year,~~ ***Independent Study teachers shall be placed on the K-12 salary schedule, Exhibit D-1.***

Article 23. HOME/HOSPITAL

23.01 Contract Provisions. Designated Home/Hospital teachers included in the bargaining unit, under Exhibit A, shall ***be provided all the benefits and conditions of the collective bargaining contract with the following exceptions:*** ~~shall be entitled to only those rights~~ ~~under this agreement which are specified below:~~

23.02 Definition

For the purpose of this article, Designated Home/Hospital teachers are those working a minimum of 18 hours per week. Other members working full-time in other programs and retirees are not included in this definition.

~~23.03 Home/Hospital Teachers Moving into K-12~~

~~23.03.1 SJUSD Home/Hospital teachers who move into the K-12 program shall be given year-for-year credit on the salary schedule for experience as a Home/Hospital teacher, not to exceed 11 years, providing they have:~~

~~a. Prior to July 1, 1991, at least 500 instructional hours in a Home/Hospital Program during each school year that the teacher wishes to transfer credit to a K-12 program.~~

~~b. After July 1, 1991, at least 600 instructional hours in a Home/ Hospital Program during each school year that the teacher wishes to transfer credit to a K-12 program.~~

~~c. Been fully credentialed with a regular K-12 credential for each year that he/she had the appropriate number of instructional hours (see a. above).~~

~~23.03.2 Home/Hospital teachers shall be given first consideration for all Home/Hospital teaching positions for which they are qualified.~~

23.03 Article 7 Assignment of Students

23.03.1 Designated Home/Hospital teachers will be required to accept a minimum of three full-time students (or equivalent to 18 hours per week) at all times during the school year.

23.03.2 The following shall be the criteria (in priority order) used for assigning students:

a. Designated Home/Hospital teachers will receive assignments until all teachers have at least three full-time students (or equivalent to 18 hours per week). When assigning additional students beyond three, the administrator shall first consider, but not be limited to, Designated Home/Hospital teachers. The final decision shall rest with the program administrator.

b. The instructor's previous experience working with a particular student and/or family (not to exceed three at any one time).

c. The type of credential held by an instructor.

d. The number of students an instructor is currently serving (equalize caseloads).

e. Seniority.

~~23.04.3 Nothing in this section shall prohibit members from voluntarily reducing their case load. If a Designated Home/Hospital teacher wishes to reduce his/her case load below three students, he/she shall resign from the current contract and convert to a certificated substitute working in an extra assignment capacity.~~

23.04.4 Once a Designated Home/Hospital teacher has three full-time students, members shall have the right to refuse to accept an assignment of a student. In this event, the member may be required to meet with the site/program administrator to discuss the issue. Should all members refuse to accept a student, the District shall have the right to assign the student.

23.04.4 Exceptions to the assignment criteria (23.03.2, a-e) may be made by the program administrator for curriculum, emergency or safety/health purposes only.

If a member wishes to have such a decision explained, the program administrator upon request shall meet with a representative of SJTA to clarify the decision. The program administrator shall not act in an arbitrary or capricious manner.

~~23.05 Hours. Designated Home/Hospital teachers shall be paid monthly for the assignment of three (3) full-time students (or 18 hours per week), which includes preparation time. Home/Hospital teachers working in an extra assignment capacity shall be paid on an hourly basis, including preparation time of one hour per week per student. For each newly assigned student, all teachers shall receive an additional hour of preparation time, granted on a one-time basis per student.~~

~~23.06 Work Year Calendar~~

~~The regular work year for Home/Hospital instructors shall be 180 instructional days and three (3) staff development days (eighteen [18] hours) for a total of 183 days. Part-time Home/Hospital instructors are responsible for a pro rata share of the eighteen (18) hours of staff development and shall be compensated for hours beyond their normal part-time assignment. Any Home/Hospital instructor unable to make up the staff development as planned by the Program Manager shall be provided opportunities to make up the hours. Teachers unable to make up the hours may use their accrued sick leave in order to be paid for the three (3) staff development days. The District may require newly hired teachers to serve up to two (2) additional non-instructional days during their first two years in the District for District in-service.~~

23.05 Article 11 Salary. ~~The compensation for Home & Hospital teachers is shown in Exhibit D-5.~~
Beginning July 1, 2016, Designated Home/Hospital teachers shall be ***placed on the regular K-12 (Exhibit D-1) salary schedule for 0.60 FTE*** ~~paid monthly~~ for the assignment of three (3) full-time students (or 18 hours per week), which includes preparation time. For each newly assigned student, ~~all~~ ***Designated Home/Hospital*** teachers ***will be paid a pro-rata share of their per diem rate and*** shall receive ~~an additional hour~~ ***a pro-rata share*** of preparation time, ~~granted on a one-time basis~~ per ***each additional*** student.

~~23.07.1 Beginning in the 2015-16 school year, Exhibit D-5 will be increased to the hourly rate per 23.07.2 provided the parties can reach a mutual agreement on hours, caseloads and duties recommended by the Joint Committee established in 23.11.~~
~~23.07.2 Contingent on the Article 23.11 joint committee's recommendation and subsequent bargaining, beginning in the 2015-16 school year, Exhibit D-5 will be changed to:~~
~~0-5 years: $36.00/hour~~
~~6-10 years: $40.00/hr~~
~~11+ years: $46.00/hour~~
~~Approved instructional, co-curricular and/or professional development (outside regular work day or work day calendar) will be compensated at rates reflected on exhibit D-6; longevity rates do not apply.~~
~~23.08 Anniversary Increment.~~

~~23.08.1 The San Juan Unified School District shall provide anniversary increments at the following rates:~~
~~a. Nine percent (9%) beginning at 15 years of completed service in the District.~~
~~b. Twelve percent (12%) beginning at 20 years of completed service in the District. (The 12% includes 15 year increment.)~~

23.04 Benefits

~~23.09.1 The District shall make the following contributions for medical, dental and vision insurance for Designated Home/Hospital educators:~~
~~a. Medical: Commencing 7/01/99 the District will make available to each member the cost of the member's premium for the member's HMO plan.~~
~~If for some reason a member does not wish to enroll in a District sponsored medical plan, the member may elect to receive $550.00 (full benefit status) for the year in lieu of medical insurance to be applied to other insurance benefits or the Section 125 IRS plan as approved by the District.~~
~~b. Dental, Vision, Group Life. The District will contribute the premium amounts (employee only) for each eligible member (full benefit status) to be applied to dental care (Delta Dental), vision care (VSP), and group life insurance for the 1997-98 school year. Life insurance coverage will be raised to $100,000 basic term, effective 11/01/98.~~
~~23.09.2 Members absent from duty on paid leave(s) of absence shall have the benefits provided by this section continued during such paid leave(s).~~
~~23.09.3 Members on unpaid leave(s) of absence shall be entitled to have their coverage continued at their own expense through arrangements made with the Benefits Department.~~
~~23.09.4 In addition to the foregoing plans, a member may authorize amounts to be withheld for premiums of certain group life insurance plans, income protection plans, and annuities within the capacity of the District's payroll system.~~
~~23.09.5 Should a member's employment terminate following the last day of the school year and before the commencement of the ensuing school year, such member(s) shall be entitled to continue coverage under the health, dental, life and vision plans until August 31 of that year.~~

23.09.1 Commencing July 1, 2010, Designated Home/Hospital teachers shall be entitled to 100% benefits.

~~23.09.7 The District will contribute for each Designated Home/Hospital teachers a dollar amount equal to 75% of the cost for dependent coverage.~~
~~23.09.8 Retiree Medical~~
~~For Home/Hospital teachers under age 65 who retire after July 1, 2008, the District shall continue payment of the employee only premium for medical and dental plans up to the end of the month in which the employee's sixty-fifth (65th) birthday occurs pursuant to the following eligibility criteria:~~
~~In order to qualify for retiree health benefits, Home/Hospital teachers must have earned five years of vesting service credit with San Juan Unified School District~~
~~For purposes of determining five years of qualifying service, teachers must be in paid status for at least 75% of the required workdays for five years. Paid leaves shall qualify as service. Unpaid leaves do not represent service for the purpose of determining retiree health benefits.~~
~~23.09.9 Post Employment Health Plan (PEHP)~~
~~Home/Hospital teachers are not eligible for participation in the PEHP.~~
~~23.10 Catastrophic Leave~~
~~Home/Hospital teaches who are eligible for benefits and who have taught for two or more years shall have a sick leave contribution made on their behalf in the amount of six (6) hours each year to the Catastrophic Sick Leave Bank.~~
~~23.11 A Home/Hospital Teachers Joint Committee shall be established to discuss issues and interests related to Home and Hospital salary, hours, caseloads and duties. The committee will convene within 90~~

~~days after ratification of the contract. Results of the committee's work and any recommendations shall be made to the respective bargaining teams no later than April 1, 2015.~~

Article 24 Creating and Sustaining a Collaborative Culture

24.01 Statement of Intent

No Change

24.02 Recognition of Mutual Accountability

24.02.1 ***Recognizing the importance of mutual collaboration, t****~~T~~*he District and the Association ***acknowledge that they are both*** ~~are~~ responsible for sustaining a culture to support the continuous improvement model. They ***District and the Association*** must continually ***meet,*** articulate core values, reinforce the vision, and demonstrate their commitment to a new way of doing business. ***The parties also acknowledge that they must strive to model collaboration for district leaders, district departments, school sites, leadership teams, site departments and teachers.*** The continuous improvement process requires that the District and the Association support the needs of students, those who work in the classrooms and school administrators by providing the resources required for the planning, critiquing, and assessment of the work of teaching and learning. It is the shared responsibility of the District and the Association to build the capacity of each school to function as a learning community in which professional development is job- embedded and is supported with sufficient time and resources.

24.02.*2*4 At the ***district departmental*** ~~District-wide~~ level, school nurses and speech pathologists are essential to a comprehensive and cohesive student support system. School nurses and speech language pathologists shall establish elected leadership teams beginning in the 2014-15 school year. The purpose is to work collaboratively with school sites and the appropriate central office departments and to ensure a fully integrative system of medical and special needs supports. Topics shall include but not be limited to designing and receiving the ongoing professional development and developing criteria for equitable schedules and assignments to meet the needs of students requiring such services. Nurses shall retain their 0.40 FTE released time Lead Nurse. All other provisions of Article 24 apply.

24.02.*3*~~2~~ At the school level, administrators***, departments,*** and the staff as a whole are accountable for establishing a learning community conducive to the best teaching practices and success for every student. They have a responsibility for managing time and creating opportunities that allow for collaborative problem solving and for using a wide range of data so that an environment conducive to analysis and improvement is created.

24.02.*4*~~3~~ At the classroom level, teachers are accountable for the instruction they deliver and the classroom environment they create within which every student can succeed. Teachers implement the curriculum aligned with established measures of performance, state, and local standards, and where appropriate, international and national standards. The individual teacher will continue to receive training in obtaining and interpreting student data and will have the responsibility to use this data to examine his or her classroom strategies and systems.

24.03 Commitments to Collaboration

SJTA and SJUSD commit to building a collaborative culture at ***the District and Association level, throughout the district departments, and at*** every school by establishing joint work teams that will focus on the following initiatives:

24.03.1 No change

24.03.2 No change

24.03.3 No change

24.03.4 Design and offer site labor-management training to a maximum of 10 prototype schools (2 high schools, 2 middle schools, 5 elementary schools and one ECE site) in areas such as conflict resolution, leadership development, and the role of a SJTA/District partnership in achieving quality schools. Upon ratification, the District and SJTA will jointly design, offer, and lead prototype site labor management training for areas such as conflict resolution, leadership development, internal communication, consultation with site staff, the role of a SJTA/District partnership in achieving quality schools, and additional topics as determined. Compensation for attendance will be at the Certificated Special Additional Assignment Salary Schedule rates (Exhibit D-6).

24.04.2 Selection Process of School Leadership Team Members

c. The site administrator and the SJTA representative will oversee the election process which includes the following steps and guidelines:

i. Call a meeting to share the information and explain the process. ~~Distribute handouts including~~ ***Review the following:*** Continuum of Emerging Teacher Leadership ~~(Appendix A)~~, the Guidelines for School Leadership Teams, and this Article.

24.04.8 Leadership Compensation

The District and the Association agree that bargaining unit members who serve on the leadership team shall be compensated for their time and leadership skills ~~at an annual rate of $1,519~~ ***consistent with Exhibit D-9.***

24.05 Department Chairs

24.05.2 Stipend

i. Stipend for department chairs of the four (4) core subject areas will be ~~$1519~~ ***paid at the Department Chair A rate consistent with Exhibit D-9.***

ii. Special Ed department chair stipends would be funded using District Special Ed funds with an agreement by the District's Special Ed department.

1) If there are five (5) or more programs, the special ed department chair will be funded at the full ***Department Chair A rate consistent with Exhibit D-9.*** ~~$1,519 per year amount.~~

2) If there are three (3) to four (4) programs, the special ed department chair will be ~~funded at the~~ paid ***at the Department Chair B rate consistent with Exhibit D-9.*** ~~$1,193 per year amount.~~

3) If there are fewer than three programs, the special ed department chair will be funded at one-half the ***Department Chair B rate consistent with Exhibit D-9 amount.***~~, or $596.50 per year.~~

iii. Stipend for next two (2) largest curricular areas based on the numbers of sections will be ~~$1,193~~ ***paid at the Department Chair B rate consistent with Exhibit D-9.***

iv. Any additional department chairs are contingent upon a recommendation by the Leadership Team based on the needs and goals of the school site and a reallocation of site funds (SIP, Title 1, etc.) The stipend for the smaller departments/curricular areas will be ~~$976~~ ***paid at the Department Chair C rate consistent with Exhibit D-9.***

24.06 Teacher in Charge – Elementary

24.06.1 Beginning July 1, 2017, the identified teacher in charge will receive a stipend as identified on Exhibit D-9.

24.06.2 Beginning July 1, 2018, the District shall provide an optional training for members who serve as Teacher in Charge. Members that attend shall be compensated consistent with Exhibit D-6. Optional training will be three hours.

Article 25 Teachers on Special Assignment

25.01 Contract Provisions.

25.01.3 Article 3 ~~Evaluation~~ ***System of Professional Growth***

~~25.02 Evaluation *All TOSAs will be evaluated under option B~~

25.04.4 A TOSA may return to his/her original site within one (1) year. ***If a TOSA wishes to return to his/her site, they must notify Human Resources, in writing, by April 15.*** After serving two (2) or more years, a member ***has a right to return to his/her original site or*** may have the option to be placed on the involuntary transfer list in the spring.

EXHIBITS

Exhibit A

TEACHER UNIT

The Teachers Unit consists of all Special Project Employment Contract, temporary, probationary and permanent contract certificated employees whether full time or part time in the following classifications:

1. Classroom teachers, *T*K-12, Special Education

2. Counselors, Teacher/Counselors, ~~Head~~ ***Lead*** Counselors, K-12, ***Special Programs*** and Special Education

3. ***Teacher-***Librarians~~/Media Specialists~~, K-12 and Special Education

4. Resource Teachers

   a. Elementary

   ~~b. Intermediate~~

   b~~e~~. Secondary

   c~~d~~. Indian Education

   ~~e. Preschool~~

   ~~f. Parent Education~~

   d~~g~~. Special Education

   e. Inclusion Specialist

   f. Title 1 Intervention Teacher

   g. Title 1 Teacher with Coaching Responsibilities

   h. Academic Intervention Specialist

   i. English Learner Instructional Specialist (ELIS)

5. Designated Instructors, K-12

   a. Audiologist

   b. Speech, Hearing and Language ~~Therapist~~ ***Specialist***

   c. Itinerant Teacher

   d. Home/Hospital Teacher

   e. Adaptive Physical Education

   f. ~~Driver Training~~ ***Home School Teacher***

   ~~g. Health Education~~

6. Nurses, K-12 and Special Education

7. ~~ECE/Child Development Teachers~~ ***Early Childhood Education***
   a. Pre-school Teacher

b. Child Development Permit Teacher

c. Teacher on Special Assignment (TOSA)

d. ECE Content Specialist

~~8. Department Chairpersons, K-12~~

8 ~~9~~. Music Teachers, Vocal and Instrumental, K-12

~~10. Miller/Unruh and Reading Teachers~~

9~~11~~. Athletic Directors

~~12. Community Resource Teachers~~

10 ~~13~~. Driver Education

~~14. Area Chairpersons~~

11~~15~~. Adult Education

12~~16~~. Independent Study

13~~17~~. Teachers on Special Assignment

14. School Social Worker

15. Consulting Teacher

16. Peer Facilitator

17. Facilitator Mentor

18. Academy Teacher

19. Dual-Language Immersion

20. English Language Development (ELD)

21. JROTC

22. Vocational Education/Career Technical Education

23. Elementary Specialists

Exhibit B: no change

Exhibit C: ***Calendars for 2017-18, 2018-19***
The tentatively agreed upon Calendar for 2019-20 will be automatically implemented if the conditions in Article 11 regarding funding a Teacher Work Day in 2019-20 are met. The 2019-20 calendar includes one Optional Professional Development Day similar to the calendars for 2017-18 and 2018-19.

Exhibit D:

D3G1c. After placement in this column, an additional 150 hours are required within a five (5) year ~~period~~ ***cycle*** to remain in Column V. ***A member may carry over hours for ten (10) years (2 cycles [300 hours]) beyond their current cycle placement for hours earned that follows the established continuing education guidelines.***

Exhibit D-5: remove

Exhibit D-6:
Not more than three (3) hours per day may be submitted on those days included on the work day calendar.
Not more than six (6) hours per day may be submitted on days not included on the work day calendar.
~~Teacher in Charge is limited to four (4) hours per month.~~

Exhibit D-9
Effective July 1, 2017, establish an Elementary Teacher in Charge stipend included in contract at the amount of $2,067 per year consistent with Exhibit D-9.

Exhibit E and E-1: remove and replace with a new Exhibit E (below) for the term of this 2016-17/2017-18 contract.

EXHIBIT E CONTINGENCY LANGUAGE REGARDING SALARY

<u>EXHIBIT E, Section 1</u>
2017-18 Ongoing LCFF Base Grant
$ 293,108,384 - Second Interim estimate as of 3/14/2017 (p. 128 of SJUSD Second Interim Report)
$ 298,108,384 - $5,000,000 increase
$ 298,458,384 - Triggers 0.125% increase on salary/stipend schedules
$ 298,808,384 - Triggers 0.250% increase on salary/stipend schedules
Each additional full $350,000 increase in LCFF base triggers an additional 0.125% increase to salary and stipend schedules

<u>EXHIBIT E, Section 2</u>
2017-18 Unrestricted LCFF One-time Funds
$ 1,811,783 - Second Interim estimate as of 3/14/2017 (p. 129 of SJUSD Second Interim Report)
$ 6,811,783 - $5,000,000 increase
$ 7,711,783 - Triggers addition of one non-instructional Teacher Work Day in 2019-20
$ 9,111,783 - Triggers 0.50% 2017-18 one-time off-schedule payment
$ 9,811,783 - Triggers 0.75% 2017-18 one-time off-schedule payment
Each additional full $700,000 increase in LCFF one-time funds triggers an additional 0.25% Off-schedule payment, up to 3.00%, after which parties agree to negotiate effects

Payment of any bonus in 2017-18 will be paid out to members no later than 60 days after the state budget adoption.

<u>EXHIBIT E, Section 3</u>
2017-18 Supplemental Grant

$ 28,050,835 - Second Interim estimate as of 3/14/2017 (p. 128 of SJUSD Second Interim Report)
$ 29,850,835 - Parties agree to convene a BRC meeting and negotiate effects if needed

<u>EXHIBIT E, Section 4</u>
2016-17 Audited Unrestricted Ending Fund Balance (not including Supplemental Grant)
$ 41,328,911 - Second Interim estimate as of 3/14/2017 (p. 136 of Second Interim Report)
$ 42,728,911 - Parties agree to convene a BRC meeting and negotiate effects if needed.

<u>EXHIBIT E, Section 5</u>

2017-18 Combined On-going LCFF Base Grant and Unrestricted One-time Funds (p. 128 and 129 of SJUSD Second Interim Report)
$ 294,920,167 - Second Interim estimate as of 3/14/2017 (see Exhibit E, Sections 1 and 2 above)
$ 300,920,167 - Parties agree to convene a BRC meeting and negotiate effects if needed.

EXHIBIT F

EARLY CHILDHOOD EDUCATION - SALARY PROVISIONS

EFFECTIVE JULY 1, 2017

[NOTE: effective July 1, 2017, salary schedules F-1a and F-1b are replaced by F-1)

1. <u>EMPLOYEE STATUS</u>

   No change

2. <u>Experience (Step) Placement</u>

   A. No Change

   B. ~~Persons with out-of-district Early Childhood Education experience under contract shall begin on Step 2 in the appropriate group, based on educational units.~~ ***Experience credit is granted on the basis of properly verified certificated experience under contract in Early Childhood Education-Grade 12 while possessing an active teaching credential/permit.***

      1) Outside experience under contract shall be limited to seven (7) years of such credit requiring a regular teaching credential/permit for the state in which the experience

was incurred.

C. No Change
D. No Change
E. No Change
F. No Change

G. Steps 7 and 8 in column V and VI are only open to those people with a Master's and/or Doctoral Degree.

H. Evaluation of experience shall be the responsibility of Human Resources.

3. GROUP PLACEMENT (Exhibit F-1~~a~~)

A. Columns I and II

1) Group placement is based upon lower and upper division/graduate units earned in an a accredited college or university.

B. Columns III-V

1) Group placement is based upon upper division or graduate units earned after receiving the
Bachelor's Degree in an accredited four year college or university.
   a.) Columns IV-VI are only open to teachers with a site supervisor or Program Director permit.
2) Units taken in the fifth year or its equivalent concurrent with the regular Bachelor requirements may be counted as subsequent to graduation if these units are clearly upper division or graduate work and are certified by the college registrar or by transcripts as being in excess of the total units required for the degree and in excess of under graduate requirements of the Bachelor of Arts Degree.
3) Credit for lower division courses, after Bachelor of Arts/Bachelor of Science Degree, may be granted under the following conditions:
   a.) Courses must be pertinent to the teacher position.
   b.) Courses must not be duplicates of previous training for which credit has been granted.
   c.) Courses will be acceptable which are required to convert a preliminary credential to a clear credential.

C. For all columns:

1) Credits earned in unaccredited institutions will be accepted only if they appear on the transcript of a four year college or university accredited by a regional accreditation association or if they are accepted by the Commission on Teacher Credentialing.
2) Inservice units
   a.) For purposes of salary group placement, inservice training standards must be equivalent to college or university standards.

   b.) Courses must be pertinent to present or potential future assignments in the District.

   c.) Inservice credit shall be granted only for courses authorized by the District for this purpose.

d.) Credit shall be limited to employees under contract. (Such courses may not be taken by an applicant for credit if he or she is employed at a later date.)

e.) Inservice credit is not to apply to workshops or training meetings held during designated workdays for certificated employees.

4. ~~GROUP PLACEMENT (Exhibit F-1b)~~ ***Placement into Column VI-Continuing Education***

A. ~~Group placement is based upon lower and upper division/graduate units earned in an accredited college or university.~~

~~B. Credits earned in unaccredited institutions will be accepted only if they appear on the transcript of a four year college or university accredited by a regional accreditation association or if they are accepted by the Commission on Teacher Credentialing.~~

~~C. Inservice units~~

~~1). For purposes of salary group placement, inservice training standards must be equivalent to college or university standards.~~

~~2). Courses must be pertinent to present or potential future assignments in the District.~~

~~3). Inservice credit shall be granted only for courses authorized by the District for this purpose.~~

~~4). Credit shall be limited to employees under contract. (Such courses may not be taken by an applicant for credit if he or she is employed at a later date.)~~

~~5). Inservice credit is not to apply to workshops or training meetings held during designated workdays for certificated employees.~~

A. Column VI is designed for teachers to continue their professional growth leading toward improved student achievement via restructuring and curricular changes within District goals. Placement in this column is subject to the following criteria.

a.) Members may begin earning Continuing Education hours July 1, 2016.

b.) Eligibility for Column VI is only open to those on Column V.

c.) 105 hours of professional growth activities approved by the joint district committee for Continuing Education. The committee is comprised of four (4) members from each party.

d.) After placement in this column, an additional 105 hours are required within a five (5) year cycle to remain in Column VI. A member may carry over hours for ten (10) years (2 cycles [210 hours]) beyond their current cycle placement for hours earned that follows the established continuing education guidelines.

e.) The approval of courses/workshops, in advance of participation, is subject to the criteria/procedures established by the joint committee on Continuing Education.

f.) The filing of hours/units is to be consistent with Exhibit F, Number 5, Filing of Units.

5. FILING OF UNITS

No Change

6. ANNUAL INCREMENTS

A. ~~Teacher/Lead Teachers in the Early Childhood Education Program shall receive Annual increments effective July 1. (Exhibit F-1a)~~ ***Movement to the next higher step on the salary schedule shall occur on the first work day of the Early Childhood Education teacher's work year calendar.***

~~B. Child Development Permit Teachers will receive annual increments effective the first day of the first semester. (Exhibit F-1b)~~

C. No Change

D. ~~Movement to the next higher step on the salary schedule shall occur once a year during the first semester of each year.~~

E. No Change

F. No Change

7. ANNIVERSARY INCREMENT

No Change

Exhibits G-N: No Change

Exhibit N-1 Joint Committee History
Article 3

A joint committee shall be established to create new forms for aligning teacher evaluation with California Standards for the Teaching Profession and conduct joint training sessions. Joint committees will be established as appropriate for counselors, nurses, ***teacher***-librarians and speech therapists. Ultimately, this work will reflect the following values:

- Educators are engaged in professional work that changes constantly.
- All members of SJTA bargaining unit (including teachers, nurses, counselors, ***teacher***-librarians, etc.) deserve meaningful opportunities for growth through continual feedback from their peers.

Article 7

SJTA and the District agree to establish a K-8 Joint Committee within 45 days of ratification of this contract. The purpose of the joint committee is to specifically address the issues of class size and student contact maximums for departmentalized grades 6-8 at K-8s and elementary specialists assigned to such grades. Results and recommendations of the committee shall be reported to the respective bargaining teams no later than March 1, 2016.

Exhibits O-R: no change

Exhibit S: remove (see 4.03.09 [new])

Exhibit T: revise – Academy MOU to be developed no later than June 15, 2017

Exhibit U: No Change

Exhibit V: ***Remove***

Exhibit W: ***Revised MOU to be developed no later than June 15, 2017***

Exhibit X: ***Revised MOU to be developed no later than June 15, 2017***

Exhibit Z: ***The parties agree to meet and discuss a possible revision no later than June 15, 2017***

Exhibit AA: ***Remove***

Exhibit BB: ***Remove***

San Juan Unified School District

2017-2018 Draft School Year Calendar

	FIRST WEEK					SECOND WEEK					THIRD WEEK					FOURTH WEEK					FIFTH WEEK					School Days Elem	School Days Sec	Non-Inst Days	Optional Days
	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F				
July	~~3~~	~~4~~	~~5~~	~~6~~	~~7~~	~~10~~	~~11~~	~~12~~	~~13~~	~~14~~	~~17~~	~~18~~	~~19~~	~~20~~	~~21~~	~~24~~	~~25~~	~~26~~	~~27~~	~~28~~	~~31~~								
August		~~1~~	~~2~~	~~3~~	~~4~~	~~7~~	8	9	~~10~~	11	14	15	16	17	18	21	22	23	24	25	28	29	30	31		16	16	2	
September					1	**4**	5	6	7	8	11	12	13	14	15	18	19	20	21	22	25	26	27	28	29	20	20		
October	2	3	4	5	~~6~~	9	10	11	12	13	16	17	18	19	20	23	24	25	26	27	30	31				21	21		
November			1	2	3	6	7	8	9	**10**	13	14	15	16	17	~~20~~	~~21~~	~~22~~	**23**	**24**	27	28	29	30		15	15	1 (Elem & K8)	1 (MS & HS)
December					1	4	5	6	7	8	11	12	13	14	15	18	19	20	21	~~22~~	**25**	**26**	**27**	**28**	**29**	15	15		
January	**1**	~~2~~	~~3~~	~~4~~	~~5~~	8	9	10	11	12	**15**	16	17	18	19	22	23	24	25	26	29	30	31			16	16	1 (MS & HS)	1 (Elem & K8)
February				1	2	5	6	7	8	9	12	13	14	15	16	**19**	**20**	~~21~~	~~22~~	~~23~~	26	27	28			15	15		
March				1	2	5	6	7	8	9	12	13	14	15	16	19	20	21	22	23	~~26~~	~~27~~	~~28~~	~~29~~	**30**	17	17		
April	2	3	4	5	6	9	10	11	12	13	16	17	18	19	20	23	24	25	26	~~27~~	30					20	20		
May		1	2	3	4	7	8	9	10	11	14	15	16	17	18	21	22	23	24	25	**28**	29	30	31		22	22		
June					1	4	~~5~~	6	~~7~~	~~8~~	~~11~~	~~12~~	~~13~~	~~14~~	~~15~~	~~18~~	~~19~~	~~20~~	~~21~~	~~22~~	~~25~~	~~26~~	~~27~~	~~28~~	~~29~~	3	3	1	

Holidays

September 4, Labor Day
November 10, Veterans' Day (Observed)
November 23, Thanksgiving Day
November 24, Local Holiday
December 25, Christmas Day
December 26, 27, 28, 29 Winter Recess
January 1, New Year's Day
January 15, Martin Luther King, Jr. Day
February 19, Presidents' Day
February 20, Lincoln's Day Observed
March 30, Local Holiday
May 28, Memorial Day

First/Last Day of Service

August 8 - June 6

Student First/Last Day

August 10 - June 5

***Non-Instructional Days**

August 8 - Staff Development Day
August 9 - Teacher Work Day
November 9 - Elem & K8 Teacher Work Day
November 9 - MS & HS PD Day (optional)
January 8 - MS & HS Teacher Work Day
January 8 - Elementary & K8 PD Day (optional)
June 6 - Teacher Work Day (185 day or less only)
*Plus 2 Staff Development Days (Legislative-Non ADA): as determined per site

Work Days	180	180	
Non-Instructional Days*			6
Total Days			**186**

Semester Dates - Secondary (MS & HS)

August 10 - January 8 (87 days)
January 9 - June 6 (93 days)

Trimester Dates (Elementary & K8)

August 10 - November 9 (12 weeks)
November 13 - March 2 (12 weeks)
March 5 - June 6 (12 weeks)

Strike through days represent "School Recess Days"

Board Approved:

San Juan Unified School District
2018-2019 Draft School Year Calendar

	FIRST WEEK					SECOND WEEK					THIRD WEEK					FOURTH WEEK					FIFTH WEEK					School Days Elem	School Days Sec	Non-Inst Day	Optional Days
	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F				
July	~~2~~	~~3~~	~~4~~	~~5~~	~~6~~	~~9~~	~~10~~	~~11~~	~~12~~	~~13~~	~~16~~	~~17~~	~~18~~	~~19~~	~~20~~	~~23~~	~~24~~	~~25~~	~~26~~	~~27~~	~~30~~	~~31~~							
August			~~1~~	~~2~~	~~3~~	~~6~~	~~7~~	~~8~~	~~9~~	~~10~~	13	14	15	~~16~~	17	20	21	22	23	24	27	28	29	30	31	12	12	2	
September	**3**	4	5	6	7	10	11	12	13	14	17	18	19	20	21	24	25	26	27	28						19	19		
October	1	2	3	4	~~5~~	~~8~~	9	10	11	12	15	16	17	18	19	22	23	24	25	26	29	30	31			21	21		
November				1	2	5	6	7	8	**9**	**12**	13	14	15	16	~~19~~	~~20~~	~~21~~	**22**	**23**	26	27	28	29	30	15	15	1 (Elem & K8)	1 (MS & HS)
December	3	4	5	6	7	10	11	12	13	14	17	18	19	20	21	~~24~~	**25**	**26**	**27**	**28**	**31**					15	15		
January		**1**	~~2~~	~~3~~	~~4~~	**7**	8	9	10	11	14	15	16	17	18	**21**	22	23	24	25	28	29	30	31		17	17	1 (MS & HS)	1 (Elem & K8)
February					1	4	5	6	7	8	11	12	13	14	15	**18**	**19**	~~20~~	~~21~~	~~22~~	25	26	27	28		15	15		
March					1	4	5	6	7	8	11	12	13	14	15	18	19	20	21	~~22~~	25	26	27	28	29	20	20		
April	1	2	3	4	5	8	9	10	11	12	~~15~~	~~16~~	~~17~~	~~18~~	**19**	22	23	24	25	26	29	30				17	17		
May			1	2	3	6	7	8	9	10	13	14	15	16	17	20	21	22	23	24	**27**	28	29	30	31	22	22		
June	3	4	5	6	7	10	~~11~~	12	~~13~~	~~14~~	~~17~~	~~18~~	~~19~~	~~20~~	~~21~~	~~24~~	~~25~~	~~26~~	~~27~~	~~28~~						7	7	1	

Holidays

September 3, Labor Day
November 12, Veterans' Day (Observed)
November 22, Thanksgiving Day
November 23, Local Holiday
December 25, Christmas Day
December 26, 27, 28, 31 Winter Recess
January 1, New Year's Day
January 21, Martin Luther King, Jr. Day
February 18, Presidents' Day
February 19, Lincoln's Day Observed
April 19, Local Holiday
May 27, Memorial Day

First/Last Day of Service
August 14 - June 12

Student First/Last Day
August 16 - June 11

***Non-Instructional Days**
August 14 - Staff Development Day
August 15 - Teacher Work Day
November 9 - Elementary & K8 Teacher Work Day
November 9 - MS & HS Teacher PD Day (optional)
January 7 - MS & HS Teacher Work Day
January 7 - Elementary & K8 Teacher PD Day (optional)
June 12 - Teacher Work Day (185 day or less only)
*Plus 2 Staff Development Days (Legislative-Non ADA): as determined per site

Work Days	180	180	
Non-Instructional Days*			6
Total Days			186

Semester Dates - Secondary (MS & HS)
August 16 - January 7 (83 days)
January 8 - June 12 (97 days)

Trimester Dates - Elementary & K8
August 16 - Novemer 9 (12 weeks)
November 13 - March 1 (12 weeks)
March 4 - June 12 (12 weeks)

Strike through days represent "School Recess Days"

Board Approved: