

**Tentative Agreement
Between The
San Juan Unified School District
and the San Juan Teachers Association
November 3, 2014**

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This **November 3, 2014** proposal is presented to be adopted in its entirety.

Article 1 – Contract Provisions

Term:

1.06

Two years effective July 1, 2014 with limited reopeners on salary, benefits and one additional article per party in the second year (2015-16)

Article 11 — Salary:

1. All salary and stipend schedules shall be increased by a total of 4.5%. 3.0% shall be retroactive effective July 1, 2014 and 1.5% shall begin February 1, 2015. The 3.0% increase shall be implemented no later than December 19, 2014. The retroactive payment to July 1, 2014 shall be received no later than January 30, 2015. The remaining 1.5% on the salary schedule shall be implemented beginning February 1, 2015.
2. Effective July 1, 2015 Exhibit D-6 shall be replaced by a pay scale as follows:
Members participating in instructional, co-curricular, professional development beyond the regular workday and work year shall be compensated at the hourly rate of \$36 per hour for members who have been credited with up to 10 years experience per Exhibit D and \$46 per hour for those who have eleven (11) plus years per Exhibit D. Adult Education members participating in instructional, co-curricular, professional development beyond the regular workday and work year shall be compensated at their hourly rate per Exhibit D4.
3. The San Juan Unified School District (SJUSD) has an interest in working collaboratively with the San Juan Teacher's Association (SJTA) to create intent language and protocols to facilitate positive and productive conversations and processes on the concept of Total Compensation in the District. The goal is to create agreed upon norms and shared language related to Total Compensation.

Article 4 — Transfer

4.02.2

The District shall process vacancies and post all known vacancies on the District's website, updated on at least a weekly basis. It shall be the member's responsibility to check the website if the member is interested in a transfer. Such vacancy announcements shall include location, grade level, subject matter assignment, special credential and the closing date for applying. The District will provide SJTA and SJTA's webmaster an electronic version of all such postings.

- a. *Vacancies may be advertised concurrently for voluntary transfer requests and new candidates. Voluntary transfer requests shall be given first consideration.*

- b. Vacancies arising in the three weeks prior to the first teacher workday will be advertised for three days only.*
- c. Vacancies arising in the two weeks prior to the first teacher workday will not be open for voluntary transfer requests.*
- d. Vacancies arising due to a temporary one-year reassignment of a member will not be available to the voluntary transfer process.*

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4.03.1 f

Involuntary transfers shall be made by reverse district-wide seniority of members employed in elementary schools; by reverse district-wide seniority **by department** in middle schools; and by reverse district-wide seniority by department in high schools. The determination by seniority shall be subject to program needs of the school. Such a determination shall not be made without a basis in fact. A member shall be deemed to have seniority in the department in which he/she has the majority of his/her assignment. If the assignment is evenly divided, the majority assignment in the immediate preceding years shall control. A member in **middle school or** high school who is selected for involuntary transfer from a department may apply his/her seniority in another department in which the member had a majority of his/her assignment during the previous school year in that building.

4.03.1 h

If a position is left vacant by a member on paid leave or on District assignment, that position may be filled voluntarily by a surplus teacher for the length of the paid leave or assignment. The surplus member's rights under Section 4.03 of this contract, at the end of this period of service, shall be no greater nor less than they were at the beginning of the period.

If a position is vacant due to a one-year reassignment of a teacher, that position may be filled by a surplus teacher in the following manner:

- 1). The vacancy is for one-year only behind a teacher who has return rights for the following school year.***
- 2). Because it is a temporary assignment, the surplus member will not have rights to a position at the school if the teacher returns.***
- 3). If another opening does not occur at the site through attrition, the surplus member choosing this assignment will be surplus for the following school year.***

4.03.2c

Members being involuntarily transferred shall be notified by certified 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 is **credentialed (under current state and federal regulations)** ~~eligible (credentialed or could be credentialed by Board resolution)~~. At least two (2) 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.

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4.03.3

August 1 - First Teacher Workday

- a. ***Any member selected for involuntary transfer during this period shall appear at a meeting with the Assistant Superintendent of Human Resources or designee prior to the first teacher workday.***
- b. ***These involuntary transferees shall be listed in district-wide seniority order and shall be assigned by the Assistant Superintendent of Human Resources or designee who shall make a reasonable effort to match the qualifications of each member to the available positions.***
- c. ***Members shall not be identified as involuntary transfer after the first teacher workday until the time period identified in section 4.03.2 of this contract.***
- d. ***This section will be a pilot program for the term of this contract.***
- e. ***This section does not apply to the adjustments addressed in Article 7.09.***

4.11

If a second reassignment for 7-12 is needed during the school year and there are no volunteers, the principal shall consult with the affected department chairs and departments as a whole to explore other options. If there is no agreement, the principal may make the decision to involuntarily reassign a teacher for the second time. In such case that teacher shall be exempt from involuntary second reassignment for the next two years. If this results in the reassigned teacher having a new preparation, i.e., a subject not being taught currently, the teacher shall be granted up to two days of substitute time for preparation. ~~This paragraph sunsets in June 2009.~~

Article 5 — Leaves

5.03

A member with permanent status who is absent because of accident or illness for more than five (5) ~~school~~ **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) ~~school~~ **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. To return from leave prior to the exhaustion of the 18-month leave benefit, the member shall submit a full medical release.***

5.11.3

A member shall make a reasonable effort to give 48 hours notice, or in unusual cases 24 hours notice, prior to use of such leave. The member shall also make a reasonable effort to avoid scheduling or using such leave on staff development days, Monday or Friday of the work week or the day preceding or subsequent to any scheduled school year recess or holiday period. ***For the purpose of this section, "notice" is an e-mail or phone call to the site administrator and/or secretary.***

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5.13 Parental Leave—Unpaid

Parental leave of absence **for a maximum of two calendar years per child** shall be granted to a member in relation to child rearing as follows:

5.13.1

A member of the bargaining unit who is pregnant shall be entitled ~~on request~~ to an unpaid leave **for a maximum of two calendar years** at any time between the commencement of her pregnancy and two (2) **calendar** years after a child is born to her. Said member shall make a formal applications each year to the Human Resources Department for parental leave.

5.13.2

A member shall be granted, upon request, an unpaid leave to begin at any time between the birth of his/her child and two (2) **calendar** years thereafter. This section is in addition to any paid parental leave granted elsewhere in policy.

5.13.3

A member adopting a child shall be granted, upon request, an unpaid leave up to two (2) **calendar** years to commence at any time during the first year after receiving de facto custody of said child, or prior to receiving such custody, if necessary to fulfill the requirements for adoption.

5.13.4

Requests for the second year of parental leave must be submitted **30 days** prior to ***the end of the first year leave, or no later than March 1.***

5.30 .5

Members returning from unpaid leaves of absence shall be returned to their prior location, provided that 4.03 of the Involuntary Transfer section of this contract is not in effect. Upon returning from an unpaid leave, the member shall be placed on the salary schedule in accordance with the salary provisions of this contract.

5.34 Shared Contracts (New section)

5.34.1

Requests by permanent members employed on two (2) separate full-time contracts to share one (1) full-time contract must be made in writing to the Assistant Superintendent of Human Resources by April 1.

- a. *The request shall set forth in detail the unit members to be involved, the contract days to be worked, and the distribution of duties, pursuant to Exhibit Q.*

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5.34.2

Unit members whose requests for shared contracts are approved shall be granted a leave for that portion of their contract being reduced to run concurrently with the shared contract agreement, and shall be allowed to return to a full-time position at the conclusion of said shared contract.

- a. *Requests for successive Shared Contract leave shall be approved if the signed shared contract agreement for the next school year is received in Human Resources by April 1.*

5.34.3

Unit members who share a contract shall share proportionately in the health benefits under that one (1) contract. If one member opts out of district coverage, the other member shall receive 100% district contribution.

5.34.4

Unit members granted a leave under this provision shall be exempt from the 135-day requirement for anniversary credit provided they work the days specified in their shared contract agreement.

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.

Article 6 — Member Safety

6.01.04

The District shall make every reasonable effort to provide Nurses and SLPs with access to adequate space that provides them with confidential-facilities and regular school site supplies to meet the needs of students in schools where such services are provided.

Article 7 — Class Size

1. It is the intent of the district to reduce class size using grade span adjustment funds provided by the Local Control Funding Formula (LCFF). The parties agree that the following stipulations represent “a collectively bargained alternative annual average

class enrollment for each school site” in accordance with the California Education Code 42238.02(d)(3)(B)(i)(D). The provisions below shall supersede and replace current Article 7 K-6 requirements with each successive year of implementation. The parties further agree that for 2013-14 and 2014-15, Kindergarten through 3rd grade classes shall have a loading ratio of 30 students and a maximum class size of 31.

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2. Beginning in the 2015-16 school year the parties agree to the following CSR/Grade Span Adjustment implementation for all elementary and K-8 schools up through self-contained 6th grade.
 - a. Beginning in the 2015-16 school year and after the 20th day of the school year, TK-1 classes will be loaded at 26:1 and shall have an average class enrollment for each school site not to exceed 26.50:1 and a maximum of 27.
 - b. Beginning in the 2016-17 school year and after the 20th day of the school year, 2nd grade will be loaded at 26:1 and shall have an average class enrollment for each school site not to exceed 26.50:1 and a maximum of 27.
 - c. Beginning in the 2017-18 school year and after the 20th day of the school year, 3rd grade will be loaded at 26:1 and shall have an average class enrollment for each school site of 26.50:1 and a maximum of 27.
 - d. Beginning in the 2018-19 school year, 4th grade shall have a loading ratio of 26 and a maximum of 29 students.
 - e. Beginning in the 2019-20 school year, grades 5th grade shall have a loading ratio of 26 and a maximum of 29 students.
 - f. Beginning in the 2020-21 school year, grades 6th grade shall have a loading ratio of 26 and a maximum of 29 students.
3. 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.
4. Both parties recognize that because of the funding, the scale of the implementation plan, and the extended timeline, the CSR/GSA timeline may require or allow for adjustments. Therefore, the parties agree that the SJTA/SJUSD Budget Review Committee will convene annually to determine the feasibility of accelerating or slowing the implementation timeline and make recommendations for the full range of options.
5. §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. 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 IEP's.

6. The district shall hire .40 FTE additional nurses for the 2014-15 school year and (2.0 FTE) two additional nurses for the 15-16 school year.
7. Add to §7.09: "Block" high schools shall have adjustments in class size met within 10 instructional days of the first day of instruction.

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Article 8 — Hours

- 1) Change §8.01.8(a) from 150 minutes to 160 minutes
- 2) Equity days for Special Education Teachers

Effective with the ratification of this agreement, Special Education teachers shall be given three (3) days for the 2014-15 school year and four (4) days beginning in 2015-16 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 equity days on Monday and Friday.

- 3) Teacher librarians shall meet and review with the principal to ensure lunchtime minutes are commensurate with other teachers at their site. Upon mutual agreement the principal and teacher librarian may establish an alternative schedule that meets the needs of the site but shall not exceed the length of the existing contractual day/week.

Article 9 — Employee Benefits:

9.08 Hearing Aid Benefit (new)

Beginning with the next open enrollment benefits period, the district shall provide a hearing aid rider benefit offered by both plan options (WHA/Kaiser) for employees and dependents at the \$1000 allowance level.

Article 14 Adult Educators

14.03.2 a

The District shall make the following contributions for medical, dental, vision and group life insurance for adult educators:

- a) Medical: 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 ~~\$959.70~~ **\$550.00** for the year in lieu of medical insurance to be applied to other insurance benefits or annuities, as approved by the District. This change will be implemented for all new hires beginning in the 2015-16 school year. Adult Education teachers hired prior to July 2015 may elect to receive \$959.70 for the year in lieu of medical insurance to be applied to other insurance benefits or annuities, as approved by the District.

Article 15 Schools of Innovation (New Article)

15.1

A School Wide Learning Support Team Joint Committee shall be established to discuss issues and interests related to the School Wide Learning Support Team concept. The committee will convene within 90 days after ratification of contract. Results of the committee's work and any recommendations shall be made to the respective bargaining teams no later than March 1, 2015.

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15.2

An Extra Curricular Class Activities Stipends Joint Committee shall be established to create intent language and an innovative, flexible and site-based allocation model related to Exhibit D-7 (Extra Curricular Class Activities Stipends). The committee will convene within 60 days after ratification of 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 18 Probationary Teachers

18.01 (new)

The Assistant Superintendent of Human Resources or designee shall give written notice of non-reelection no later than March 15 in the case of second-year probationary employees.

Article 21 — ECE

Insert previously agreed upon Involuntary Transfer and Layoff language

Article 22 — Independent Study

22.01.1 Article 7 Student Load

Independent Study Student Load: Maximum instructional load shall be 33 **master** students per full-time staff. Adjustments to this load may be made by the program administrator for peak times during the school year after consulting with the affected member, but shall not exceed 35.

22.01.2

(New language) Student Load — Auxiliary

Co-Enrollment: Independent study teachers may be assigned co-enrollment students that may impact student load. Each co-enrolled student shall count as the equivalence of a .50 master student. While master students have priority, teachers will take on co-enrollment until maximum student load is achieved.

(New language) Small Group: Independent study teachers may be assigned auxiliary small group classes that may impact student load. Auxiliary classes are additional classes for a student to take along with meeting with their master teacher. One (1) hour of auxiliary small group will equate to one master student. Auxiliary classes are to be jointly reviewed by teacher and the administrator with final approval by site administration.

(New language) Orientation: A teacher who facilitates orientation will have master student load reduced by one master student.

(New Language) Physical Education: A teacher who facilitates a physical education lab will have master student load reduced. One (1) hour of a physical education lab will equate to one master student.

22.01.3 Article 8 Teacher Schedule/ Hours (new)

- a. Full time teachers shall have a schedule commensurate with the regular high school work week minutes and shall be scheduled over a minimum of four (4) days per week. All staff will participate in district required professional development regardless of schedule not to exceed a regular high school work week minutes. Schedules shall be developed at the beginning of each semester by mutual agreement. Final approval of such schedule shall be authorized by administration, based on student need. Part-time members shall have their schedule pro-rated. Each member may leave at the end of the instructional day except when meeting the needs of students or parents, or when attending school related conferences or meetings.
- b. Members may be required to participate in adjunct duties such as registration (specifically fall and summer), graduation, WASC, Back-to-School Night, facilitating testing,
- c. (new) 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. 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 and determine the method, appropriateness (i.e. definition of NID), for these activities/duties. 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 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.
- d. Each member shall be entitled to one hour of prep time per day to be scheduled as needed. Prep time shall not be cumulative.
- e. Curriculum Committee
 - i. A curriculum team will be formed to determine and evaluate the curriculum process for the year. This committee will be composed of the administration, counselor, and department chairs who would be selected by a nomination and election process (new). The committee would decide curriculum teams, curriculum to be developed, and oversee the curriculum writing progress during the school year.

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22.01.4 Article 10 Salary Schedule

Beginning in the 2015-16 school year, Independent Study teachers shall be placed on the K-12 Salary Schedule, Exhibit D-1.

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Article 23 — Home and Hospital

23.01.9 Salary

Beginning in the 2015-16 school year, Exhibit D-5 will be increased to the hourly rate per 23.01.10 provided the parties can reach a mutual agreement on hours, caseloads and duties recommended by the Joint Committee established in 23.11.

23.01.10 (new) Salary

Contingent on the Article 23.11 joint committee's recommendation and subsequent bargaining beginning in the 2015-16 school year, Exhibit D5 will be changed to:

0-5 years=\$36/hour

6-10 years = \$40/hour

11+ years = \$46/hour

Anniversary increments:

15 years - 9%

20 years – 12%

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.

23.11

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

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 ~~\$200~~ **\$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.

Article 24 — Add to section 24.02 the following:

24.02.4

(New language) At the 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 .40 FTE released time Lead Nurse. All other provisions of Article 24 apply.

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24.05.4d

(New language for department chairs) Assists and supports new teachers to the department, ***and teachers returning from leaves of absence***, in matters of instruction, curriculum, assessment, and other norms of the department and school.

Article 25 — Teacher on Special Assignment

Include the Teacher on Special Assignment MOU signed on 1/13/14 to the SJTA contract.

Exhibit D

PROVISIONS OF TEACHERS' SALARY SCHEDULE

2. EXPERIENCE (STEP) PLACEMENT

- A.2). Experience will be given for experience from a public charter school if it was chartered pursuant to California Education code guidelines.

4. FILING OF UNITS

4D

All new unit members must complete filing of transcripts by October 1. All new members hired after the first day of the school year must submit their complete transcript to Human Resources within thirty (30) working days from the date of signing of their contract. If a university or college fails to supply the employee with a transcript within the above time line, the employee's grade card may be provided until a complete transcript is received.

4E

A Master's Degree earned/awarded prior to the first day of required service in the new school year must be submitted by October 1 to receive credit for the entire school year. A Master's Degree, ***and the units required for the Master's degree***, earned prior to the first day of required service of the second semester must be submitted by March 1 in order to receive a proportionate increase on the salary schedule for that school year.

Exhibit F Early Childhood Education – Salary Provisions

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All new unit members must complete filing of transcripts by October 1. All teachers hired after the first day of the school year must submit their complete transcript to Human Resources within thirty (30) working days from the date of signing of their contract. If a

university or college fails to supply the employee with a transcript within the above time line, the employee's grade card may be provided until a complete transcript is received.

Include the MOU related to the 2014-2015 ECE Salary Schedule migration slow-down signed on 7/22/14 to the SJTA contract.

Exhibit Q Guidelines for Shared Contracts

See Article 5.34 Shared Contracts (New Article) for specific language proposed

Exhibit S Side Letter – Support IIUSP/Program Improvement Schools
SJUSD and SJTA agree to review and update this provision no later than March 1, 2015.

Exhibit W MOU-Redesign of San Juan High School

The District and SJTA agree to meet prior to February 1, 2015 review and revised according to current site needs.

Exhibit Y MOU-Encina Preparatory High School

The District and SJTA agree to meet prior to February 1, 2015 to review and revise according to current site needs.

Proposed -Joint Committees

A Special Education Joint Committee shall be established to discuss issues and interests related to Special Education. The committee will convene within 90 days after ratification of contract. Results of the committee's work and any recommendations shall be made to the respective bargaining teams no later than April 1, 2015.

A K-8 Prep Joint Committee shall be established to discuss issues and interests related to K-8 prep. The SJUSD and SJTA acknowledge that the K-8s as currently structured require additional as well as differentiated resources to deliver the quality program originally intended. The committee will convene within 90 days after ratification of contract. Results of the committee's work and any recommendations shall be made to the respective bargaining teams no later than April 1, 2015 with a goal of providing necessary changes beginning in the 2015-16 school year.

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