

# COLLECTIVE BARGAINING CONTRACT

Between

**San Juan Unified School District**  
P.O. Box 477 • 3738 Walnut Avenue  
Carmichael, California 95609-0477

and

**San Juan Teachers Association**  
5820 Landis Avenue, Suite #1  
Carmichael, California 95608

July 1, 2018 - June 30, 2020

SAN JUAN UNIFIED SCHOOL DISTRICT

SAN JUAN TEACHERS ASSOCIATION

COLLECTIVE BARGAINING CONTRACT

July 1, 2018 through June 30, 2020

SAN JUAN UNIFIED SCHOOL DISTRICT

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## **Article 1. CONTRACT PROVISIONS**

### **1.01 Parties to the Contract**

The Articles and provisions contained herein constitute a bilateral and binding contract ("Contract") by and between the Governing Board of the San Juan Unified School District ("District") and the SJTA/CTA/NEA ("Association"). This contract is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code ("Act").

### **1.02 Recognition**

The Board hereby recognizes the Association as the exclusive representative of the employees in the teachers unit described in Exhibit "A", hereinafter referred to as "members" or "members of the bargaining unit."

### **1.03 Savings Clause**

If any provision of this contract should be held invalid by operation of the law or by any final order of a court of competent jurisdiction, or by a final decision of the Public Employees Relation Board (PERB), the remainder of this contract shall not be affected thereby. In such an event, either party may request to reopen negotiations with respect to the individual provisions, within 20 days. The 20 day timeline may be waived by mutual consent.

### **1.04 Miscellaneous Provisions**

District Policies and Procedures shall have no application to employees covered by this contract to the extent that the subject matter is covered to any extent by this contract. This statement shall not be construed to make any District policy or procedure subject to the Grievance Procedure provided by this contract.

### **1.05 Living Contract Partnership**

The Association and the District agree that the collective bargaining process can promote a shared responsibility for resolving educational problems. The Association and the District recognize that problem solving requires a more open, flexible process, one that encourages participants to understand the interests of all parties, to think creatively about options, and to make decisions which conform to accepted standards of legitimacy. To maintain a trustworthy negotiations partnership, the Association and the District agree to use the Negotiations Teams Dispute Resolutions System described in Exhibit "M", hereinafter referred to as "DRS." The DRS will act as a guide for the Association and the District in the resolutions of issues. The Association and the District agree that the resolution of certain issues may extend beyond the term of the contract as set forth in Article 1.06.

### **1.06 Term**

1.06.1 Two (2) year contract for the years 2018-19 and 2019-20.

1.06.2 No later than the first (1<sup>st</sup>) school board meeting in February, the Association agrees to present its proposals to the Board of Education for a successor contract. No later than six (6) weeks after the presentation of the Association's

initial proposal, the District shall respond with its initial proposals and thereafter negotiations shall begin within ten (10) work days.

- 1.06.3 The parties agree to reopen negotiations for the 2019-20 school year following the same procedures outlined in 1.06.2. The following will be considered reopeners: Article 11 (Salary), Article 8 (Hours) and Article 9 (Employee Benefits) an each party may select one additional article for the 2019-20 school year. In addition, all recommendations arising from joint committees set forth in the tentative agreement will be part of negotiations.

1.07 Distribution of Contract

The Association shall be responsible for distribution of the contract to all bargaining unit members.

1.08 Participation in District Budgetary Decision-Making Process

The parties agree that the simultaneous considerations of collective bargaining obligations shall be integral to all future budgetary decision-making. The District and the Association shall be involved in the budget reduction and the subsequent budget development process. This process includes review of programs, expenditures, adjustments, budget priorities, restoration and overall implementation. The parties agree that the current budget reduction process shall be driven by the shared goal of minimal impact on quality teaching and student achievement, full consideration of expenditure alternatives, evaluation of decisions, reliable information, and open communication. The District will use a facilitator as appropriate, to be jointly agreed upon by the parties, to facilitate an on-going budget review process, including key points of review.

1.09 Budget Review Committee (BRC)

The BRC shall be charged with considering the current state of the District's fiscal health as well as potential modifications in the current school finance system that improve or worsen the District's fiscal condition. Those considerations include, but are not limited to, enrollment projections, expenditure patterns, fund balances, multi-year projections, funded revenue limits, modifications to the restricted income and expenditures of the District (e.g. the Governor's Weighted Student Formula). Recommendations shall be made to the Board of Education and the Association for consideration. Discussion may include any relevant data or projections, program restoration, program modifications, compensation adjustments or budget adjustments to maintain fiscal solvency for the current, and subsequent two, fiscal years.

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**

### **2.01 Definitions**

The following definitions control the meaning of the terms as used in this procedure:

2.01.1 A grievance is an allegation by one (1) or more members that a member(s) has been adversely affected by a violation, misinterpretation, or misapplication of a specific provision of this agreement.

2.01.2 An Association grievance is a grievance alleging that a right of the Association has been violated.

2.01.3 "Grievant"—a member(s) or the Association filing the grievance.

2.01.4 "Work day"—a day when the administrative offices of the District are open.

2.01.5 "Immediate Supervisor"—the person at the lowest administrative level who has been designated management and who assigns or evaluates the work of the grievant.

### **2.02 Time Limits**

Each party involved in a grievance shall act quickly so that the grievance may be resolved promptly. Every effort should be made to complete action within the time limits contained in the grievance procedure, but with the written consent of all parties the time limitation for any step may be extended. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year could result in harm to an aggrieved person, the time limits set forth herein shall be reduced so that the procedure may be exhausted prior to the end of the school year or as soon as practicable.

### **2.03 Informal Discussion**

Nothing contained herein shall be construed as limiting the right of any Member having a problem to discuss the matter informally with any appropriate member of the administration, and to have the problem adjusted without intervention by the Association, provided that the adjustment is not inconsistent with the terms of the contract. The member shall not be required to informally discuss the grievance.

### **2.04 Presentation**

A member or his/her representative, or both, may present a grievance while on duty. On all grievances, two (2) designated representatives may participate in addition to having up to five (5) grievants or witnesses selected by the Association. Any increase in the number of witnesses beyond the above must be approved by the District. That approval shall not be unreasonably withheld.

### **2.05 Representation**

The grievant may be represented by the Association or any individual of his/her choosing at the informal discussion or at any step of the grievance procedure. If the grievant wishes to change his/her individual representative at any step of the grievance procedure, the grievant shall give twenty-four (24) hours written notice of such change to

the person designated to hear the grievance at that step and to the District. No organization other than the Association can represent a grievant at any level. Only the Association can proceed to arbitration.

## 2.06 Formal Grievance—Step 1 (Immediate Supervisor)

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) working days after the grievant had knowledge of, or should have knowledge of the event or circumstances occasioning the grievance.

2.06.2 A formal grievance shall be initiated in writing on a form as described in Exhibit "B" and shall be filed with the immediate supervisor. That form shall be completed to show the following:

- a. Grievant's (s') name and work location.
- b. Grievant's (s') assignment.
- c. The date the grievance is delivered to the immediate supervisor.
- d. The provision(s) of the contract alleged to have been violated.
- e. The circumstances of the grievance (a concise statement of the facts constituting the alleged violation with dates, names and places as appropriate).
- f. The remedy sought by the grievant(s).
- g. The name of the representative, if any, chosen by the grievant(s).
- h. The signature(s) or the grievant(s).

2.06.3 Within seven (7) working days after the initiation of the formal grievance, the immediate supervisor shall hold a hearing on the grievance. Within seven (7) working 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.

## 2.07 Formal Grievance—Step 2 (Superintendent)

2.07.1 If the grievant is not satisfied with the disposition of the grievance at Step 1, or if no written decision has been rendered within fifteen (15) work days of the initiation of the grievance, he/she may file the grievance in writing to the Superintendent within ten (10) work days of receipt of the Step 1 grievance decision or within twenty-five (25) work days of the initiation of the grievance.

2.07.2 Within seven (7) work days after the filing of the grievance with the Superintendent, the latter or his/her designee shall meet with the grievant. Within seven (7) work days after the meeting, the Superintendent/designee shall render his/her decision in writing. If the grievant is not represented by the Association, a copy shall be served to the Association.

2.07.3 If the grievant has cited the violation of a specific section of the contract in his/her grievance at Step 1 and Step 2, and if the District has taken the position at Step 2 that the issue in the grievance is not arbitrable, the question of arbitrability shall be decided in the following manner:

- a. Within ten (10) work days of the receipt of the Step 2 response, the Association submits, in writing, to the Superintendent a request for a ruling on arbitrability.
- b. The District and the Association mutually agree upon an arbitrator to rule on the sole issue of arbitrability of the grievance.
- c. The parties submit to the arbitrator written briefs on the issue of arbitrability of the grievance.
- d. The arbitrator shall issue a written decision on the issue of arbitrability.
- e. If the arbitrator rules that the grievance is arbitrable, the Association shall have fifteen (15) work days after receipt of the written decision to submit a request for arbitration under 2.08.
- f. Any arbitrator ruling on the issue of arbitrability shall be excluded from hearing the same grievance on its merits.

2.08 Formal Grievance—Step 3 (Arbitration)

2.08.1 If the grievant is not satisfied with the disposition of his/her grievance at Step 2, or if no written decision is rendered within fifteen (15) work days after filing of the grievance with the Superintendent, the grievant may, within twenty-five (25) work days of filing the grievance with the Superintendent, request that the Association submit the grievance to arbitration. The Association by written notice to the Superintendent within fifteen (15) work days after receipt of the request from the grievant may submit the grievance to binding arbitration.

2.08.2 An arbitrator shall be selected by mutual agreement. If the parties are unable to agree on an arbitrator, the following procedure will be used:

- a. Within seven (7) work days of the receipt of the Association's request to proceed to arbitration, the District's representative shall request a list of seven (7) arbitrators from the California State Conciliation Service.
- b. A representative of the Association and the Board's representative shall select an arbitrator from the list by eliminating names until one name remains.
- c. The first option of elimination shall be determined by lot.
- d. The one remaining name shall be the arbitrator.
- e. The process of striking names shall occur within seven (7) work days of receipt of the list of both parties.

## 2.09 Procedure

2.09.1 Only by mutual agreement, the Association either on its own behalf or in behalf of the affected member(s), may initiate a grievance at Step 2 which affects more than one member in a single building or members in more than one building.

2.09.2 The decision of the arbitrator shall be submitted to the District and the Association and shall be final and binding upon the parties to this contract.

2.09.3 The arbitrator shall have no power to add to, delete, or amend the terms of the contract.

## 2.10 Cost

All costs for the services of the arbitrator or services ordered by the arbitrator, including but not limited to per diem expense, his/her travel and subsistence expenses and the cost of any hearing room will be borne equally by the District and the Association. All other costs shall be borne by the part responsible for them, except that the District will pay the costs of a substitute(s) and the costs of up to four (4) substitutes for Association witnesses or representatives.

## 2.11 Rights of Teachers to Representation

No reprisals of any kind shall be taken by the Superintendent or by any member or representatives of the administration or the Board against any aggrieved person, any party in interest, any member of the Association or any other participant in the grievance procedure by reason of such participation.

## 2.12 Notice to Association

When, at any formal step, the grievant is not represented by the Association, which cannot occur at the arbitration step, no solution shall be finally approved until the Association is given a statement in writing of the proposed solution and five (5) work days in which to file a response.

## 2.13 Miscellaneous

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

## 2.14 Association Grievance

The Association may file a grievance on its own behalf or on behalf of a unit member(s). The Association agrees to provide sufficient information to allow the District to investigate and respond to the grievance. If the alleged violation is not caused by a site-level decision, the grievance may be filed at Step 2.

## 2.15 Voluntary Grievance Mediation

The parties agree to establish a voluntary grievance mediation process that is available before the case goes to arbitration.

## **Article 3. SYSTEM OF PROFESSIONAL GROWTH**

### **3.01 Statement of Intent**

It is a deeply held belief of both SJTA and SJUSD that educators/practitioners are professionals that continue to grow and improve in their craft throughout their career. It is the intent of this article to establish a system and an environment that provides practitioners at all levels of experience and effectiveness a framework to deepen their professional practice. Furthermore, this system is designed to encourage collaboration among all practitioners, administration, and resource personnel to ensure that all students demonstrate progress.

### **3.02 Overview of the Framework and Organization of the System**

Effective July 1, 2016, the System of Professional Growth (SPG) shall be fully operational. The major components of the program shall include the California Standards for the Teaching Profession (CSTP), Essential Element Rubrics, observations, and reflective conversations with trained facilitators. The system shall be organized around the following three phases:

Professional Practice: The phase of the process in which the practitioner identifies a focus area and works with a facilitator to reflect on evidence to determine next steps for growth throughout the year.

Advisory: The phase at which time an Advisor is assigned to assist the practitioner regarding areas of concern through the development of a support plan and a regular contact and support.

Peer Assistance and Review: The phase when it has been determined, as a result of the Advisory Phase, the practitioner has received two or more ratings of unsatisfactory performance as identified on the Advisory Phase Form.

### **3.03 Definition of Terms**

3.03.1 Practitioner: Any temporary, probationary or permanent member, part-time or full-time, covered by this collective bargaining agreement.

3.03.2 Facilitator (Peer or 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 an Administrator shall work with their Program Administrator as their Facilitator.

3.03.3 Advisor: A Consulting Teacher who is assigned to provide support to the Practitioner in the Advisory Phase.

3.03.4 Facilitator Mentor: A bargaining unit member who is responsible for supporting all Facilitators (administrators and peers).

3.03.5 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.

3.03.6 End of Year Summary: The form to be completed at the end of the Professional Practice Phase when Standards 1-5 have been met.

3.03.7 Essential Element Rubrics

- a. Guiding documents which support growth and help assess performance over time using criteria based upon the nine (9) identified essential elements of the California Standards for the Teaching Profession.
  - 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.
- 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.

3.03.12 Advisory Window: Two dates per year in which Recommendations to Advisory are made.

3.03.13 Summary Advisory Form: The form to be completed at the end of an Advisory Cycle if Standards 1-5 have not been met.



### 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.

#### 3.04.1 Facilitator Options

- a. Each Practitioner with temporary or probationary status will be assigned an administrator as the Facilitator in the process.
- b. Each practitioner in an SPG Cycle, with permanent status, may request either a peer facilitator or a site administrator facilitator to act as the facilitator in the process. If a peer facilitator is requested and unavailable for the current cycle, the practitioner shall be assigned a site administrator. In such cases, the practitioner shall be given priority for a peer facilitator for the next cycle if he/she chooses.
- i. Practitioners complete a Facilitator Option form in the spring before they begin their SPG cycle to indicate their facilitator preference. The form shall be submitted to the Professional Growth Team. The PGT shall assign Practitioners to either site administrator facilitators or Peer Facilitators based on the following order:
  - a). Preference indicated;
  - b). Availability of a peer;
  - c). Prior cycle facilitator;
  - d). Administrative caseload;
  - e). District seniority.

#### 3.04.2 Timelines for individual practitioners during the Professional Practice Phase are as follows:

- a. Returning practitioners to the same site/program and the facilitator shall meet to review the practitioner's focus areas no later than five (5) weeks after the first day of the instructional year.
- b. Practitioners assigned to a new site/program different from the previous school year and newly hired practitioners shall meet with the facilitator no later than six (6) weeks after the first instructional day.
- c. Practitioners transferred after the instructional year has begun, shall have five (5) weeks after beginning his/her new assignment to meet with their facilitator.

- d. These timelines (a, b and c) may be extended by mutual agreement, but in no case shall this process begin later than seven (7) weeks after the practitioner's assignment has begun.

#### 3.04.3 Practitioner Roles and Responsibilities

- a. Practitioners participating in an SPG cycle are responsible for meeting the current District standards of performance (see Essential Element Rubrics).
- b. For the first time through the Professional Practice Phase, all practitioners shall attend a two-day training. For those that attend training outside of the regular work year, they shall be paid at their per diem rate.
- c. To ensure the integrity of the system and to address possible refinements after the first SPG cycle, additional training, not to exceed two (2) hours, may be required each time through the cycle. Compensation shall be at the practitioner's pro rata share of their per diem rate if outside of the work year.

#### 3.04.4 Components

- a. Formal Observations:
  - i. Formal observations shall be no less than 40 minutes in length.
  - ii. 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. The post conference debrief shall utilize a process to look at various sources of evidence of practice and to identify next steps.
  - iii. Although two or three formal observations may occur throughout the year, at least one formal observation must occur no later than:
    - a). November 1 for practitioners with temporary or probationary status.
    - b). November 15 for practitioners with permanent status.
  - iv. For documentation of observations and subsequent debriefings, the facilitator shall use the mutually agreed upon Evidence and Reflection Tool and Observation/Scripting forms.
- 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 may leave a note or may utilize district email for positive feedback.
- b). If a concern or recommendation for improvement is documented, on the Informal Observation Notes form, it shall be shared with the Practitioner at the next scheduled meeting between the two.
- 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 10 working days to complete the second formal observation (including pre and post conference) and a reflective conversation.
- iii. For Practitioners not 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 not use the Informal Observation Notes form unless the form is being used to communicate a specific concern. 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. Reflective Conversations:
  - i. 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. The evidence shall be selected by the Practitioner.
  - ii. Two (2) Reflective Conversations shall be conducted throughout the year.
- d. Forms
  - i. All official District forms used in the System of Professional Growth process shall be mutually agreed upon by the District and SJTA.
- 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." or recorded in ERO (Electronic Registrar Online) courses for SPG.
  - iv. Documentation forms may be sent electronically or through District mail to the Professional Learning (PLI) office.
  - v. Hours may be earned upon completion 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 If a disagreement arises over any aspect of the practitioner's Focus Area and Plans to Achieve Student Progress, it shall be mediated:

- a. by a mutually acceptable site or District administrator, not later than two (2) weeks after receiving the dispute;
- b. (when lacking mutually acceptable administrator) by the Superintendent, or designee, not later than three (3) weeks after receiving the dispute;
- c. In either case, the decision shall be final.

#### 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. For practitioners with permanent status in years 3, 5, 7 and 9 in San Juan at least every other year.
  - i. After completing the Professional Practice Phase for two years in a row, permanent year 3 participants shall have a modified process:
    - a). An initial goal setting meeting in accordance with timelines in section 3.04.2.
    - b). Two (2) Reflective Conversations.
    - c). Informal/Unscheduled Observations
  - ii. For Practitioners in the modified 3<sup>rd</sup> year of an SPG cycle:
    - a). In the event that the facilitator has concerns, the facilitator shall follow the advisory recommendations process as outlined in section 3.05.1.
  - iii. 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.

- iv. 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 and 15, in San Juan, (or at least every three (3) years for practitioners with permanent status):
  - 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/unscheduled 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 years 20, 25, 30, etc. in San Juan (or at least every five years for members with permanent status):
  - i. During the off years, 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 the year related to such goals.
  - ii. However, the off year status does not prohibit the site administrator from conducting informal/unscheduled observations. In such cases, it is the administrator's responsibility to communicate through the year with the practitioner regarding any concerns related to their performance.
- e. 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.

- f. In the event a practitioner's 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 50% or less 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.
- g. During initial implementation, prior year evaluation cycle shall be considered to ensure compliance with Ed Code.
- h. If a practitioner participates in SPG in a non-scheduled year per 3.04.6, the PGT shall determine the nearest contractually identified year that the practitioner will participate in the professional practice phase.
- i. Exemptions:
  - i. Practitioners identified to participate in a professional practice phase for the year in which they plan to retire shall be exempt from participation if they submit binding notice of retirement to Human Resources. This binding notice must be received by Human Resources no later than August 1.
  - ii. Practitioners who submit binding retirement notification shall be eligible to receive any retirement incentive offered by the district.

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

- a. The Professional Growth Team (PGT) shall establish its own standing rules and meeting schedule. SJTA appointees of the Team shall be released from their regular duties to attend PGT meetings.
- b. The PGT shall be responsible for:
  - i. Oversight of the implementation process, recommending necessary adjustments to the System and helping to maintain the overall System of Professional Growth (SPG) in consultation with Human Resources.
  - ii. Annually evaluating the impact of the program in order to continually improve the program.
  - iii. Establish its own procedures, including the method for selecting the Chair or Co-Chairs.
  - iv. Providing the necessary annual training for the Team members.

- v. Selecting and evaluating the Peer Facilitators.
  - vi. Selecting trainers and/or training providers.
  - vii. Assigning Practitioners to either site Administrator Facilitators or Peer Facilitators based on 3.04.1.b.i.
  - viii. Oversee the advisory process, review reports submitted by the Advisor, and make all decisions related to a practitioner returning to the Professional Practice Phase, continue in Advisory, or being referred to PAR.
- c. All proceedings and materials, reports and other personnel matters shall be strictly confidential. Therefore, PGT members, Consulting Teachers, and administrators may disclose such information only as necessary to administer this article.
  - d. A PGT member shall neither participate in discussion nor vote on any matter in which he/she has a professional or personal conflict of interest with regard to a program participant.
  - e. The District shall indemnify and hold harmless members of the PGT from any lawsuit or claim arising out of the performance of their duties under this program.
  - f. In addition to the regular salary, bargaining unit members on the PGT shall receive an annual stipend consistent with Exhibit D-9.

#### 3.04.8 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:
    - a). The following shall constitute minimum qualifications for the Peer Facilitator:
      - (i) A credentialed, or the equivalent certification, bargaining unit member, with permanent status.
      - (ii) Five (5) years of recent experience in the district, in classroom instruction and/or direct service to students.
      - (iii) A minimum of eight (8) years of experience in classroom teaching and/or direct service to students.



- (iv) Demonstrate exemplary ability to support student progress, as indicated by, among other things, effective interpersonal communication skills, subject matter knowledge and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.
- (v) Submit two (2) references from individuals with specific knowledge of his or her expertise as follows:
  - a. A reference from an immediate supervisor or other district administrator.
  - b. A reference from a practitioner.
- b). All applications and references shall be treated with confidentiality.
- c). The term of the Peer Facilitator shall be four (4) years, and a member may not serve in the position for more than one (1) consecutive term.
- d). For the initial year of selection, terms will be staggered at four (4), five (5) and six (6) years as determined by lottery.
- e). In order to preserve the integrity of the position and fulfill the intent of the System of Professional Growth, Peer Facilitators may not enter into an administrative training program during his or her term nor be appointed to an administrative position during such a term, nor be appointed to any such position for one school year following their term.

ii. Roles and Responsibilities:

Peer Facilitators shall provide support on a full-time basis for the purpose of facilitating Practitioners' growth as well as collective evidence of practice. The Peer Facilitators 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). Attending weekly collaboration with other Peer Facilitators.
  - g). Attending monthly meetings coordinated with the Facilitator Mentor and the Lead Consulting Teacher.
  - h). Honoring confidentiality of the assigned practitioners, including avoiding sharing information with site administrators.
  - i). Attending required training.
  - j). Other duties as assigned.
- 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 is 190 days. In addition to the regular salary, a Peer Facilitator shall receive an annual stipend consistent with 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).
  - (i) 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.
  - (ii) 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

- i. The following shall constitute minimum qualifications for the Facilitator Mentor:
  - a). A credentialed, or the equivalent certification, bargaining unit member with permanent status.
  - b). At least five (5) years of recent experience in the district, in classroom instruction and/or direct service to students.
  - c). At least ten (10) years of experience in classroom teaching and/or in direct service to students.
  - d). Demonstrate exemplary ability to support student progress, as indicated by, among other things, effective interpersonal communication skills, mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts and the knowledge and ability to support facilitators and lead training on processes that focus on evidence to determine steps for growth.
  - e). Submit two (2) references from individuals with specific knowledge of his or her expertise as follows:

- (i) A reference from an immediate supervisor or other district administrator.
  - (ii) A reference from a practitioner.
- ii. All applications and references shall be treated with confidentiality.
- iii. The Facilitator Mentor shall be selected by the Professional Growth Team (PGT).
- iv. The term of the Facilitator Mentor shall be four (4) years, with each year after being approved by the PGT up to seven (7) years, and a member may not serve in the position for more than one (1) consecutive term.
- v. In order to preserve the integrity of the position and fulfill the intent of the System of Professional growth, Facilitator Mentor may not enter into an administrative training program during his or her term nor be appointed to an administrative position during such a term nor be appointed to any such position for one school year following their term.
- b. Roles and Responsibilities
  - i. The Facilitator Mentor shall provide support on a full-time basis for the purpose of facilitating Practitioners' growth as well as collective evidence of practice to determine program needs.
  - ii. The Facilitator Mentor responsibilities may include:
    - a). Creating and conducting training to support Peer and Administrator Facilitators.
    - b). Providing feedback and technical support to Peer and Administrator Facilitators.
    - c). Working with the PGT to design and conduct surveys, focus groups, etc., to gather evidence to further refine SPG process.
    - d). Coordinating and co-leading monthly meetings with the Lead Consulting teacher between Peer Facilitators and Consulting Teachers.
    - e). Working with the Lead Consulting Teacher, to support Consulting Teachers serving in the role of Advisor.
    - f). Other duties as assigned.

- iii. The District shall indemnify and hold harmless the Facilitator Mentor from any lawsuit or claim arising out of the performance of their duties under this program.
- iv. A Facilitator Mentor shall retain all rights of bargaining unit members. A Facilitator Mentor shall have a work year that is 190 days. In addition to the regular salary, a Facilitator Mentor shall receive an annual stipend consistent with Exhibit D-9.
- v. The Facilitator Mentor 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.

#### 3.04.10 End of Year Summary

- a. The End of Year Summary for Probationary/Temporary Employees or the End of Year Summary for Permanent Employees form shall be used for the evaluation of each practitioner in accordance with this section.
- b. A practitioner's End of Year Summary plan shall be based on the practitioner's performance of instructional and non-instructional duties, and the practitioner's professional conduct within the scope of his/her assignment.
- c. Any information used on SPG forms, other than that obtained through observations by the facilitator, shall be identified by its source.
- d. A practitioner shall not be held accountable for any aspect of the education program or factors over which he/she has no authority or control.
- e. Permanent Employees: No later than May 15, Facilitator shall meet with the practitioner to complete and discuss the End of the Year Summary. If the evidence suggests that the practitioner may not be meeting standards, the facilitator shall complete the Recommendation to Advisory Form as outlined in section 3.05.
- f. Probationary and Temporary Employees: No later than April 1, Facilitator shall meet with the practitioner to complete and discuss the End of the Year Summary.
- g. Each practitioner shall sign the End of the Year Summary Form. The member may prepare and attach any comments he/she feels appropriate.

#### 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 In the event the evidence suggests the practitioner is not on track to meeting one or more standards, the assigned Facilitator shall:

- a. Send a statement of concern notifying the practitioner of the area(s) of concern.
- b. Attempt to provide support to the practitioner in the areas identified.
- c. Complete the Recommendation to Advisory Form identifying any areas of concern and include supporting evidence.

3.05.2 The practitioner may submit evidence to the PGT and/or appear before the PGT 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 only within an Advisory Window.

3.05.3 After reviewing the evidence, the PGT shall make the final decision.

- a. If the recommendation is not supported, the practitioner shall be deemed to have met standards satisfactorily and shall return to the Professional Practice Phase in accordance with section 3.04.6. The End of Year Summary form shall be completed by an administrator on the PGT.
- b. If the PGT affirms the recommendation for the practitioner to participate in the Advisory Phase, an Advisor shall be assigned to the practitioner.

3.05.4 In the case of the Facilitator being a peer, the site Administrator may submit his/her recommendation to the PGT provided the Advisory Recommendation process has been followed and the proper documentation (see section 3.05.1) has been completed.

3.05.5 If a practitioner is assigned in an area outside of his/her teaching credential, the Recommendation to Advisory form shall so state.

3.05.6 For non-instructional staff (Nurses, Social Workers, Counselors, Speech and Language Pathologists), in the event evidence suggest the practitioner is not on track to meet standards, the District and the Association will jointly develop a plan for support.

### 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 PGT.

3.06.1 An Advisor shall be assigned to the practitioner to implement the following process:

- a. 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.
- b. The Advisor and the Practitioner shall meet approximately two hours per week to implement the improvement plan.
- c. Effective July 1, 2019, the Advisor shall submit a written report to the PGT approximately every 6 weeks to provide updates on evidence of progress.
- d. The Practitioner shall have the right to be represented by SJTA staff in any meeting of the PGT that the practitioner is entitled to attend and shall be given reasonable opportunity to present his/her view concerning any report being made.
- e. 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 PGT during the Advisory Phase.
- f. Effective July 1, 2019, at the conclusion of 18 weeks of an Advisory Cycle, the PGT shall determine that:
  - i. 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 Recommendation Form and supporting documents shall be destroyed and shall not be placed in the practitioner's personnel file. or
  - ii. The practitioner is making progress and shall participate in an additional 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. This may only occur in the first cycle of Advisory. or
  - iii. The practitioner is not meeting one or more standards. The practitioner shall receive further assistance through referral to the PAR program.
    - (i) Requires a majority vote of the PGT.

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

3.06.2 Disagreements regarding the procedures in preparing reports and recommendations which are used as a basis for a referral to Advisory and/or PAR, shall be subject to an expedited grievance procedure, which shall be concluded prior to the beginning of the next school year.

3.06.3 If during an Advisory Cycle, a disruption in support occurs within a cycle, the advisory timelines shall be adjusted by mutual consent.

3.06.4 In the event that a practitioner is accepted into Advisory, but the cycle cannot immediately begin, an Advisor will provide support consistent with the Advisory Phase, but will not document evidence of practice until the Advisory Cycle officially begins.

3.06.5 Advisor

a. Selection Process

- i. A Consulting Teacher shall be assigned as an Advisor.
- ii. The CTS Panel in collaboration with the PGT shall determine Advisor assignments.

b. Roles and Responsibilities

- i. The Advisor is responsible for supporting the Practitioner and submitting evidence to the Advisory Team as described in this section.

3.07 Peer Assistance and Review Phase

3.07.1 The primary purpose of this phase is to provide intensive assistance and support to those practitioners who participated in the Advisory Phase and have been referred by the Professional Growth Team.

- a. In the event that a practitioner is recommended and approved to participate into PAR, but the process cannot immediately begin, a Consulting Teacher will provide support consistent with the PAR program, but will not document evidence of practice until the PAR process officially begins.
- b. A Referred Teacher is a teacher with permanent status who has been referred to Peer Assistance and Review to improve his or her instructional skills, classroom management, knowledge of subject, and/or related aspects of his or her professional practice in the areas identified to not be meeting standards in the Summary Advisory Form and related evidence.
- c. The Consulting Teacher (CT) shall assume the responsibilities previously held by the Advisor.
- d. The PAR process shall include, but not be limited to, the following:



- i. Consulting Teacher meets with the Referred Teacher to review the Summary Advisory Form.
- ii. Consulting Teacher conducts a classroom observation of the Referred Teacher.
- iii. Collaboration between the Consulting Teacher and the Referred Teacher in development a mutually agreed upon improvement plan for the Referred Teacher.
- iv. Consulting Teacher meets with the Advisor, the administrator, and the Referred Teacher individually to seek input prior to finalizing the improvement plan. Any dispute that may result shall be resolved by the CTS Panel.
- v. The Improvement Plan shall be provided to the Referred Teacher, the CTS Panel, and the supervising administrator. A copy of the Improvement Plan shall be placed in the personnel file of the Referred Teacher.
- vi. A cooperative relationship between the Consulting Teacher and the administrator with respect to the process and content of Peer Assistance and Review and includes triad meetings in the event the administrator has concerns.
  - a). Honoring confidentiality of the assigned practitioners, includes avoiding sharing information with site administrators unless the practitioner is present.
- vii. To support the Referred Teacher in improving performance to meet standards the Consulting Teacher may:
  - a). Conduct multiple observations of the Referred Teacher during classroom instruction, including periodic pre-observation and post-observation conferences.
  - b). Monitor the progress of the Referred Teacher as it relates to the California Standards for the Teaching Profession, and shall provide regular written reports to the Referred Teacher and administrator for discussion and review. A copy of each of the Consulting Teacher's reports shall be submitted to and discussed with the Referred Teacher to receive his or her signature before it is submitted to the CTS Panel. The Referred Teacher's signing of the report does not necessarily mean agreement, but rather that he or she has received a copy of the report. The Consulting Teacher shall submit the plan to the CTS Panel, Human Resources, an SJTA Representative and the Administrator.
- viii. The Consulting Teacher shall submit reports that use evidence of practice in alignment with the improvement plan. Should the administrator be in disagreement with the report written by the Consulting Teacher, he/she may submit additional evidence of practice.

- ix. The Referred Teacher shall have the right to submit a written response within twenty (20) days of receipt of any report and have it attached to the report.
  - x. The Referred Teacher shall have the right to request a meeting with the CTS Panel.
  - xi. The Referred Teacher shall have the right to be represented throughout these procedures by the Association representative of his or her choice.
  - xii. During the period of assistance, the Referred Teacher's performance relative to the PAR program guidelines shall be the joint responsibility of the CTS Panel and Consulting Teacher, in collaboration with the administrator.
- f. Communication and consultation with the administrator shall be ongoing. The Consulting Teacher shall share all written reports during a conference with the Referred Teacher at least every six (6) weeks. Copies of the written reports will be provided to the administrator and the CTS Panel.
  - g. If at any time during the period of assistance, the CTS Panel determines that the Referred Teacher is unwilling or unable to meet the standards of performance, the CTS Panel may recommend to the Superintendent/designee an issuance of a notice of unsatisfactory performance per Education Code Section 44938.
  - h. At the conclusion of the year of intensive assistance and support, the CTS Panel shall determine that:
    - i. The Referred Teacher is now meeting standards according to California Standards for the Teaching Profession, or
    - ii. The support may be extended to a second year if the CTS Panel believes progress is being made and the teacher has a reasonable opportunity to meet the standards with an additional year of support, or
    - iii. Further assistance and support will not be successful with evidence in support of this conclusion. The School Board may at such time initiate dismissal proceeding.
  - i. The deliberation of the CTS Panel shall be closed and confidential. All decisions shall be based upon the information provided by the Consulting Teacher, the administrator, the Referred Teacher and/or the SJTA representative.
  - j. The results of the Referred Teacher's participation in the PAR Program shall be made available for placement in his or her personnel file and shall be used in the evaluation of the Referred Teacher.

### 3.07.2 Referred Teacher Due Process Rights

- a. The Referred Teacher shall be entitled to review all reports generated by the Consulting Teacher prior to their submission to the CTS Panel. The

member shall be given the opportunity to attach his/her comments to any report submitted to the CTS Panel. The member shall receive copies of such reports at least five (5) working days prior to any such meeting.

- b. The Referred Teacher shall have the right to be represented by SJTA in any meeting of the CTS Panel that the Referred Teacher is entitled to attend and shall be given a reasonable opportunity to present his/her view concerning any report being made.
- c. Disagreements regarding the procedures in preparing the Summary Advisory Form, which is used as the basis for a referral, shall be subject to an expedited grievance procedure, which shall be concluded prior to the beginning of the next PAR Cycle. Consistent with 3.09.9 of the Collective Bargaining Contract, the substance of the employee's Summary Advisory Form for competency is not arbitrable.
- d. Upon the teacher's written request, all materials at least four (4) years old that are related to the Referred Teacher's participation in PAR, shall be removed from the personnel file and placed in a separate, sealed file, consistent with 3.09.10 of the Collective Bargaining Contract.
- e. The CTS Panel in no way diminishes the legal rights of District or bargaining unit members.

### 3.08 Center for Teacher Support (Peer Assistance, Peer Assistance and Review and Induction Programs)

#### 3.08.1 Description of Program

- h. The Center for Teacher Support (CTS) shall oversee teacher Peer Assistance, Peer Assistance and Review (PAR) and Induction as critical resource mechanisms that allow Consulting Teachers to assist Participating Teachers in gaining knowledge in subject matter and/or teaching strategies to support student growth.
- i. The Center for Teacher Support Panel will be responsible for administering the District's Induction program to provide peer assistance that includes, but is not limited to: methods of delivering services, training, types of support offered, and recommendations to the school board on program design.
- j. The parties agree to jointly provide on-going support and awareness level training for PAR.

#### 3.08.2 Definition of Terms

- a. Induction: Support provided by consulting teachers to beginning teachers to assist them in clearing their preliminary credentials.
- b. Peer Assistance: Support provided by a consulting teacher to a teacher volunteering to receive peer support.
- c. Peer Assistance and Review (PAR): Support provided by a Consulting Teacher to a Referred Teacher. Peer assistance and review describes a

process by which the Consulting Teacher shall monitor, guide and support the progress of his/her assigned Referred Teacher toward a satisfactory level of classroom performance.

- c. Center for Teacher Support Panel: The Panel shall be comprised of seven (7) members, the majority of whom shall be certificated classroom teachers.
- d. Referred Teacher: A Referred Teacher is a teacher who has achieved permanent status and who, after participating in the Advisory process receives a Summary Advisory Form in which evidence indicates the practitioner is not meeting standards in two or more areas, demonstrates a need for assistance as outlined in the performance areas of the Summary Advisory Form. A permanent teacher with one area identified as not meeting standards may be referred to CTS Panel for intervention. The CTS Panel shall have authority to accept or reject such referrals.
- e. Volunteer Teacher: A Volunteer Teacher is a teacher who has achieved permanent status or an experienced teacher new to the District who seeks to improve his/her teaching performance and requests the Center for Teacher Support Panel to assign a Consulting Teacher to provide peer assistance. Peer Assistance is only available to teachers not currently in an SPG cycle.
- f. Beginning Teacher: Newly employed classroom teachers possessing a preliminary credential who will participate in the District Induction program.
- g. Consulting Teacher: A Consulting Teacher is a permanent teacher selected by the Center for Teacher Support Panel to provide support to Participating Teachers and/or to assume additional responsibilities determined as appropriate by the CTS Panel. The Consulting Teacher shall be released on a full-time basis.

### 3.08.3 Center for Teacher Support Panel

- a. The CTS Panel shall consist of seven (7) members, the majority of whom shall be certificated classroom teachers who are chosen to serve by the Association. The District shall choose the administrators of the Panel. Consensus is the preferred decision making model. However, when consensus cannot be reached, a simple majority is needed for all decisions related exclusively to the Peer Assistance and Review Program and five (5) votes shall be required for all other decisions.
- b. The CTS Panel will establish its own standing rules and meeting schedule. To make program changes or personnel decisions, five (5) members of the CTS Panel must be in agreement. Teachers who are members of the CTS Panel shall be released from their regular duties to attend CTS Panel meetings.
- c. The CTS Panel shall be responsible for the following:
  - i. Reviewing peer review reports prepared by Consulting Teachers and making recommendations regarding permanent teachers to the District governing board.

- ii. Annually recommending, in consultation with the Superintendent and/or his/her designee, a budget for the programs under the purview of the CTS Panel that shall be subject to final review and approval by the Superintendent and school board.
  - iii. Annually evaluating the impact of the program in order to continually improve the program using evaluation criteria developed at the inception of the program. Establishing its own procedures, including the method for selection of a Chair or Co-Chairs.
  - iv. Providing the necessary annual training for the panel members.
  - v. Selecting and evaluating the Consulting Teachers.
  - vi. Selecting trainers and/or training providers.
  - vii. Providing ongoing training for Consulting Teachers.
  - viii. Distributing, at the beginning of each school year, a copy of the description and guidelines governing the program to all bargaining unit members, administrators and school board.
  - ix. Making all decisions about eligibility for the program consistent with this agreement.
  - x. Determining the number of Consulting Teachers in any school year based upon participation in the CTS programs, the budget available and other relevant considerations.
  - xi. Approving assignment of additional staff to provide instructional and curricular support to any practitioners participating in the CTS programs.
- d. Bargaining unit members of the CTS Panel shall be paid their per diem rate for up to ten (10) extra days per year if required for the program. Bargaining unit members shall receive an annual stipend (see Exhibit "D-9").
  - e. All proceedings and materials related to evaluations, reports and other personnel matters shall be strictly confidential. Therefore, CTS Panel members, Consulting Teachers, and administrators may disclose such information only as necessary to administer this article.
  - f. A CTS Panel member shall neither participate in discussion nor vote on any matter in which he/she has a professional or personal conflict of interest with regard to a program participant.
  - g. The District shall indemnify and hold harmless members of the CTS Panel from any lawsuit or claim arising out of the performance of their duties under this program.

#### 3.08.4 CTS Programs

- a. Peer Assistance and Review (PAR) see section 3.07
- b. Peer Assistance

- i. All teachers benefit from professional support provided by other classroom teachers. For the purpose of this article, peer assistance describes activities planned and implemented by the Consulting Teachers in collaboration with the Teacher. The activities shall be designed to strengthen the Teacher's skill and expertise in accordance with the California Standards for the Teaching Profession in the following areas: mastery of content, instructional skills and techniques, alignment to site and District Strategic Plan, classroom management, planning and designing lessons for all children, assessment of student progress toward established standards, appropriate learning environment.
  - ii. A Volunteer Teacher is a teacher with permanent status who volunteers to participate in the Peer Assistance process. A Volunteer Teacher may terminate his/her participation in the program at any time.
  - iii. All communication and documentation between the Consulting Teacher and a Volunteer Teacher shall be confidential and, without the written consent of the Volunteer Teacher, shall not be shared with others including the administrator, the facilitator, or the CTS Panel.
  - iv. Any such documentation produced while the teacher is a Volunteer Teacher shall be the property of the Volunteer Teacher and shall not be placed in the personnel file.
  - v. Peer Assistance is only available to teachers not currently in an SPG cycle.
- c. Induction
- i. Beginning teachers benefit from professional support provided by other classroom teachers. The activities shall be designed to support new teachers in obtaining a clear credential as well as to strengthen the teacher's skill and expertise in accordance with the California Standards for the Teaching Profession. Support shall be provided in the following areas: mastery of content, instructional skills and techniques, alignment to site and District Strategic Plan, classroom management, planning and designing lessons for all children, assessment of student progress toward established standards, appropriate learning environment.
  - ii. A Beginning Teacher shall receive assistance from a Consulting Teacher as part of the Induction Program. The Consulting Teacher shall not participate in an evaluation of the Beginning Teacher. Beginning teachers may participate in the program for two (2) years.
  - iii. Short-term (less than 75%) contract teachers who have a preliminary credential shall be provided assistance as determined by the CTS Panel and the availability of resources. The CTS Panel shall have the authority to reject or accept such candidates.

d. Consulting Teachers

- i. A Consulting Teacher is a teacher who provides assistance to teachers pursuant to the Center for Teacher Support Programs. The following shall constitute minimum qualifications for the Consulting Teacher:
  - a). A credentialed classroom teacher with permanent status.
  - b). Five (5) years of recent experience in classroom instruction.
  - c). Demonstrate exemplary teaching ability, as indicated by, among other things, effective interpersonal communication skills, subject matter knowledge and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.
  - d). Submit two (2) references from individuals with specific knowledge of his or her expertise as follows:
    - (i) Reference from site principal or immediate supervisor.
    - (ii) A reference from another classroom teacher.
- ii. All applications and references shall be treated with confidentiality.
- iii. Consulting Teachers shall be selected by the CTS Panel in accordance with this section of this agreement.
- iv. The term of the Consulting Teacher shall be four (4) years, and a teacher may not serve in the position for more than one (1) consecutive term. The Lead Consulting Teacher may serve up to a seven (7) year term. The extension must be approved by the CTS Panel on a year-by-year basis. In order to preserve the integrity and fulfill the intent of the Induction, Peer Assistance and Review, and Advisory Programs, applicants must agree not to enter an administrative training program during his or her term nor be appointed to an administrative position during such a term nor be appointed to any such a position for one school year following their term.
- v. Consulting Teachers shall provide support on a full-time basis for the purpose of observing Participating Teachers and meeting with them to plan and provide support and assistance. In addition, the CTS Panel may authorize additional support appropriate to meet the needs of the Participating Teacher.
- vi. Functions and other CTS responsibilities as defined by subdivisions g and m of 3540.1 of the Government Code and Education Code, Article 4.5, section 44503(b) performed pursuant to this Article by bargaining unit members shall not constitute either management or supervisory functions. The Consulting Teacher shall retain all rights of bargaining unit members. In addition to the

regular salary, a Consulting Teacher shall have a work year that is 190 days. Up to an additional five (5) days may be assigned at per diem rate based on program needs. The Consulting Teacher shall receive an annual stipend (see Exhibit "D-9"). This stipend may be prorated if the service is less than one (1) year.

- vii. Upon completion of his/her service as a full-time released Consulting Teacher, a teacher has a right to return to his/her original site.
- viii. The District shall indemnify and hold harmless individual Consulting Teachers from any lawsuit or claim arising out of the performance of their duties under this program.
- ix. Consulting Teachers shall assist teachers by:
  - a). Assisting and guiding Beginning Teachers in Induction.
  - b). Supporting Site Coaches (Induction Program).
  - c). Developing and conducting professional development opportunities for teacher in Induction.
  - d). Providing support to Referred teachers while also documenting evidence of practice.
  - e). Supporting teachers who have requested Peer Assistance.
  - f). Supporting Practitioners in the Advisory Process while also documenting evidence of practice.
  - g). Demonstrating, observing, coaching, conferencing, referring or providing other activities that, in their professional judgment, will assist teachers they are assigned to support.
  - h). Other duties as assigned.

### 3.09 Personnel Files

3.08.1 A member's personnel file shall be treated as confidential.

3.08.2 Materials in personnel files of members which may serve as a basis for affecting the status of their employment are to be made available for the inspection of the person involved.

3.08.3 Such material is not to include ratings, reports, or records which were obtained prior to the employment of the person involved.

3.08.4 Each member shall have the right to inspect such materials, and copy such materials upon request, provided that the inspection is made at a time when such person is not actually required to render services to the employing district.

3.08.5 Material of a negative or derogatory nature shall not be placed in a personnel file unless and until the member is given notice and an opportunity to review it and attach his/her comments thereto. Such review shall occur, upon the member's request, during the member's workday, without salary reduction. Upon request by the member, the Personnel Director shall review the appropriateness of the material.



- 3.08.6 Upon written authorization by the member, a representative of the Association shall be permitted to examine and obtain copies of the materials in such member's file.
- 3.08.7 Any person who drafts, receives, or places materials in a member's file shall sign and date the material.
- 3.08.8 A member shall have the right to request the Personnel Director to place appropriate material of a positive nature in his/her personnel file.
- 3.08.9 The substance of employee evaluations for competency is not arbitrable. Commentary alleging a disciplinable offense as defined in the Agreement, if included in such evaluations, shall be considered the same as a written warning.
- 3.08.10 Derogatory materials in a personnel file that are at least four (4) years old shall, upon an employee's written request, be removed from the personnel file and placed in a separate sealed file. The End of Year Summary Form may not be removed from the personnel file under this section.

### 3.09 Public Charges

- 3.09.1 Any anonymous or unsubstantiated public complaint shall not be used in a member's evaluation or included in a member's personnel file. If the administration decides that a complaint received about a member is not serious enough to warrant a meeting with the member, subsequent evaluations shall contain no reference to the complaint.
- 3.09.2 If the administrator believes a complaint is serious enough to bring to the attention of the member, the member may request the administrator to schedule a meeting of the member, the complainant, and the administrator. If, in the judgment of the administrator, such a meeting would be counter-productive, the meeting may not be scheduled. The reasons for that judgment shall be given the member upon request. If no meeting is held, or if a meeting is held without the opportunity for the member to be present, subsequent evaluations shall contain no reference to the complaint.

### 3.10 Controversial Materials

- 3.10.1 When complaints are received from citizens relative to the use of allegedly controversial instructional material which, in the judgment of the site/program administrator, are serious enough to adversely affect a member's evaluation, the complaints shall be handled as follows:
  - a. Complaints shall be referred to the site/program administrator who shall review the complaint.
  - b. The site/program administrator shall review the complainant with the member in question and shall attempt to resolve the issue at that level.
  - c. If a resolution is not reached at this level, the complainant shall be requested to state his/her case in writing and shall be informed that the statement shall include the name of the member, date, place and full description of the episode or material in question and, in the case of printed material, the name of the author, title, publisher and objections by

page and items or, in the case of other material, specific information in order to locate the objectionable phrase or aspect and any other specific information which might be pertinent. Upon receipt of the above, the site/program administrator shall review the complaint with the member in question and shall subsequently hold a conference with the complainant and the member in an attempt to resolve the issue at that level.

- d. If the issue is not resolved at the initial level, the matter shall be referred to the Superintendent/designee for resolution.

## **Article 4. TRANSFERS**

### **4.01 Definitions**

- 4.01.1 A transfer occurs when an individual member's work location is changed to another building site except when a district-recognized program is moved intact to another site, and in that case it shall not be considered a transfer for purposes of this article.
- 4.01.2 A transfer may be member-initiated ("voluntary") or district-initiated ("involuntary").
- 4.01.3 A vacancy is any position paid on a salary schedule in Exhibits D-1 – D-3, or F-1, not filled by a probationary or permanent member.

### **4.02 Vacancies**

- 4.02.1 The site/program administrator shall identify vacancies and shall report known vacancies to the personnel office immediately.
- 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.
  - 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 (3) days only.
  - c. Vacancies arising after the last Saturday in June 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.
  - d. Vacancies arising due to a temporary one-year reassignment of a member will not be available to the voluntary transfer process.
  - e. For the 2018-19 school year, teachers will receive notification of their tentative subject and/or grade level assignment for the 2019-20 school year no later than the conclusion of the involuntary transfer meetings. Members whose assignment(s) are modified after this date will be notified in accordance with section 4.10.
  - f. For the 2018-19 school year, Elementary Title 1 Schools shall receive notification of tentative subject and/or grade level assignments for the 2019-20 school year at least two working days prior to the start of the Involuntary Transfer notification process detailed in section 4.03.9.
  - i. The joint committee established in Article 24.04.1 and 24.05.4 (h) will monitor this process and adjust recommendations.

- 4.02.3 The District shall maintain a list of all currently employed members who have been transferred involuntarily.
- 4.02.4 Each year during the term of the contract, the District shall maintain a list of all members who have been transferred. This list shall be made available to the Association upon request.
- 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, and F-1.

#### 4.03 Involuntary Transfers

- 4.03.1 When an involuntary transfer, for the following school year, is necessary because of school closure or excess staff, as determined by the pupil-teacher ratio in the spring, the following procedures shall apply:
- a. No later than May 1, the site/program administrator shall notify the members affected and circulate a statement of tentatively determined surplus staff to each member at his/her work site. Thereafter a site member may, upon request, meet with the site/program administrator to make recommendations as to the identification of the surplus prior to the final decision.
  - b. In the spring, the District shall determine which schools are to be affected no later than May 10.
  - c. No later than May 15, the site/program administrator shall circulate to each member at the work site a statement of tentatively determined surplus staff, and a list of all vacancies known as of May 10.
  - d. No later than May 15, a request for volunteers is to be made. Volunteers shall make their final intention known no later than May 19. Such volunteers shall be transferred as involuntary transferees.
  - e. All members subject to involuntary transfer shall be ranked in order of district-wide seniority as a certificated employee. Members having the same hire date shall be ranked by lottery administered by the District in the presence of a representative of the Association.
  - 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.

For purposes of seniority pursuant to Section 4.03.1(f), a member assigned to a limited-term position (not to exceed two (2) years) shall remain in the department to which he/she was assigned immediately before.

- g. The District shall list all vacancies within the District known as of May 10. A copy of this list shall be sent to each employee subject to involuntary transfer.
- 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:

- i. The vacancy is for one year only behind a teacher who has return rights for the following school year.
  - ii. Because it is a temporary assignment, the surplus member will not have rights to a position at the school if the teacher returns.
  - iii. If another opening does not occur at the site through attrition, the surplus member choosing this assignment will be surplussed for the following school year.
- i. The list of involuntary transferees in the spring shall be determined by district-wide seniority and composed of:
    - i. Members assigned after the current school year began pursuant to Section 4.03.5 or Section 4.03.6.
    - ii. Members unable to make a selection and assigned.
    - iii. Members identified for involuntary transfer in the spring of the current school year pursuant to Section 4.03.1.

#### 4.03.2 May 1-May 20

- a. The list of vacancies shall accumulate from May 1 until May 19. No vacancies shall be filled prior to May 19.
- b. No later than May 20, the District shall send by mail to each involuntary transferee a list of vacancies known as of May 19. If those dates are not workdays, the preceding workdays shall be used.
- c. 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 active credential (under current state and federal regulations). At least

one (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.

If the member is eligible for three (3) positions and selects fewer than three (3), he/she may be given one of those positions at the discretion of the Assistant Superintendent of Human Resources or designee. Members shall be assigned by order of district-wide seniority with the most senior member assigned first and continuing in order of seniority, except as provided in Section 4.03.2(d).

- d. A member who chooses to delay his/her selection or does not appear at the time and place, as notified pursuant to 4.03.2(c) above, shall be placed by the District. This does not preclude the member from applying for any vacancies that appear subsequent to the surplus date. If the position for which he/she is credentialed reopens at the member's previous school, the member has return rights pursuant to Section 4.03.6. Members placed by the District to a position at the end of this cycle shall have the option of placing themselves on the list of involuntary transferees the following spring.
- e. Positions not selected by involuntary transferees shall be made available to voluntary transferees and leave returnees, Section 4.06.
- f. If a voluntary transferee is not selected for one of these vacancies, it may be filled by a temporary employee with rehire rights. No position shall be filled by a new employee during this cycle.
- g. Any vacancies occurring after May 19 shall be posted, advertised, and filled by normal procedures.

#### 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 does not apply to the adjustments addressed in Article 7.09.

4.03.4 Members assigned by the Assistant Superintendent, Human Resources or designee under 4.03.2(d) or during the remainder of the school year shall have the option of placing themselves on the list of involuntary transferees the following spring.

4.03.5 Members who are involuntarily transferred after the beginning of the school year, upon request, shall be granted custodial assistance for the move as well as two

(2) working days to prepare for the assignment, including any on-site orientation with administration.

4.03.6 A member involuntarily transferred shall have the opportunity to be reassigned to his/her previous assignment if it is reinstated or becomes vacant during the school year he/she has begun the new assignment. The member shall be notified by the District of the vacancy and the member shall declare his/her intention to return within three (3) working days of such notification. If the member returns to his/her previous assignment under this section, the member's rights shall be the same as if he/she had not been involuntarily transferred.

4.03.7 Should the Association question the validity of a vacancy which arises within the first twenty (20) work days of the school year, the Association may request to meet with the Assistant Superintendent, Human Resources or designee and the building principal and have the principal explain the reason for the vacancy.

4.03.8 Members may be involuntarily transferred for just cause. This procedure shall not be applied to transfers necessitated by school closure or excess staff.

- a. Involuntary transfer for just cause shall be made only after the employee has been given a written statement of the reason(s) for the transfer with sufficient specificity to permit the employee to offer a rebuttal.
- b. The member shall have five (5) working days after notification of the transfer within which to request review and to submit a rebuttal in writing. The Assistant Superintendent, Human Resources or designee shall schedule the conference wherein the reasons for the proposed transfer shall be thoroughly considered. This conference shall be held within seven (7) working days of receipt of the request. The member may be represented by the Association at this conference. The Assistant Superintendent, Human Resources or designee shall issue a recommendation regarding the proposed transfer.
- c. If the member is not satisfied with the recommendation and if the Association approves, the matter shall be referred to Step 3 of the Grievance Procedure. The grievance shall be decided before the transfer is made. The parties may mutually agree to use a mediations/arbitration procedure prior to formal arbitration and may mutually agree to use an expedited arbitration procedure.
- d. In instances which involve alleged administrator/member incompatibility exclusively, the member shall not be transferred for simple expediency.
- e. Upon mutual agreement of the site administrator and the unit member, the unit member may be involuntarily transferred in lieu of the above procedures.

4.03.9 Exceptions for District Designated Title 1 Schools

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 Members, 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.

4.04.2 The member who in the judgment of the site/program administrator best meets the needs of the school(s) or the site(s) where the vacancy exists, shall be given the assignment. In reaching this judgment, the site/program administrator shall consider, among other things, the credential, major/minor fields of study, experience and seniority. The weight to be given any of those not listed, shall be determined by the site/program administrator. This decision shall not be arbitrary or capricious.

4.04.3 Any vacancy not selected by an involuntary transferee shall be opened to any member choosing a transfer. Teachers may apply in writing for posted vacancies not selected by involuntary transferees, up to the listed closing date during each cycle.

- a. All vacancies posted during the Involuntary Transfer process (section 4.03.2) shall remain open to application from internal candidates until five (5) work days after the conclusion of the involuntary transfer meetings.

Assignments shall not be made until all interview requests have been considered.

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

4.04.5 Voluntary transfers beyond the times specified require approval of the Assistant Superintendent, Human Resources/designee.

4.04.6 A request for a voluntary transfer shall not be denied arbitrarily.

4.04.7 If a request for a voluntary transfer is denied, the member shall be given, upon request, the specific reason(s) for the denial in writing.



4.05 Member Exchange

4.05.1 This program allows a member to exchange his/her position with a member at another job site.

4.05.2 The district shall provide forms for the Member Exchange Program.

4.05.3 Between March 1 and March 31, interested members shall file an application form with the Human Resources Department.

4.05.4 Between April 1 and April 15, the Human Resources Department shall post the exchange list at each job site in order to advertise the members interested in the program.

4.05.5 During and after the advertising period, interested members shall make arrangements for interviews with the respective site/program administrator.

4.05.6 On or before April 30, if all parties (the District and the members) have reached agreement, the completed Member Exchange Program Form shall be sent to the Human Resources Department and the actual exchange shall take place in September of the same year.

4.05.7 Participation in the member Exchange Program shall be voluntary.

4.06 Preference of Transfer

Subject to specific provisions above, the following are the priorities for filling vacancies:

4.06.1 Involuntary transferees shall have first consideration for the filling of vacancies (see section 4.03.1.i).

4.06.2 Voluntary transferees and members returning from unpaid leave shall have the second consideration.

4.07 Teacher Qualification

Members shall not be transferred to a position outside the scope of their teaching credentials and/or their major or minor fields of study without the written consent of the member unless such transfer is required relative to any reduction in staff.

4.08 Summer School, Intersession and Adult Education

Members of the bargaining unit shall be given first consideration for summer school, adult education and intersession teaching positions for which they are qualified.

4.09 Classroom Movement

Bargaining unit members that change classrooms shall be provided custodial assistance upon request. The member shall box and label classroom materials for moving by the custodians. Additionally, a member who is required to move will be paid six (6) hours for packing and six (6) hours for unpacking. Compensation for classroom movement will be consistent with Certificated Special Additional Assignment Salary Schedule rates (Exhibit D-6).

#### 4.10 Change in Assignments

Members who receive a change in assignment within the school year, subject area, course title or grade level within their site after the school year begins, shall be given one day to prepare for the assignment. Except in cases where appropriate credentialing is an issue, members shall not be reassigned more than once a year without written mutual consent of the administrator and unit member. When assignment changes are made in the summer, the unit member shall be notified within ten (10) working days after identifying the change.

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.

## **Article 5. Leaves**

### **5.01 Sick Leave**

5.01.1 All members shall receive one (1) day of sick leave per month and shall be entitled to annual sick leave effective the first day of the school year.

5.01.2 Sick leave shall apply to absences caused by any illness or injury not covered by industrial accident and illness leave.

5.01.3 Unused sick leave shall accumulate without limit.

5.01.4 In the event of the resignation of a certificated employee, the employee will have deducted from his/her earned income whatever sick leave he/she has used but failed to earn.

5.01.5 Members of the bargaining unit shall be granted sick leave on a ratio of one (1) to twenty (20) days for any work performed during summer school, adult education or intersession. Said sick leave shall be accumulated in a special sick leave account (summer school, adult education and intersession). Any unused leave so accumulated shall be applicable to benefits at retirement.

### **5.02 Sick Leave—5 Months or Less**

When a member has exhausted accumulated sick leave including the amount annually credited, the member is entitled to five (5) school months of extended sick leave.

Payment for such leave shall be paid to the unit member at the differential rate.

### **5.03 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.

### **5.04 Terminal Illness Leave**

When a member has written verification from a doctor that an illness appears to be terminal, the San Juan Unified School District shall pay that member full contractual monthly salary for each month or part thereof that the employee survives for a period not to exceed twelve (12) calendar months. This terminal leave shall begin after exhaustion of benefits under 5.01. All District-paid insurance, retirement and fringe benefits shall be continued in full force during the period when this benefit is in effect. At the exhaustion of these provisions in 5.04, leave provisions under 5.02 and 5.03 shall become immediately effective if requested.

#### 5.05 Annual Notification of Sick Leave Accumulated

The District shall notify in writing all bargaining unit members monthly or annually of their accumulated sick leave balance.

#### 5.06 Transfer of Sick Leave

5.06.1 A member who has been an employee for one (1) school year or more and who transfers to another school district in this state to accept certificated employment, shall have transferred with him/her any accumulated sick leave.

5.06.2 A certificated employee coming to this District from another school district in this state within one (1) year of terminating employment in such district and in which the employee has been employed for one (1) year or more shall be entitled to all sick leave he/she accumulated as a certificated employee in the former district.

5.06.3 The District shall request sick leave records from the previous district of employment.

#### 5.07 Notice of Substitute Need

A member of the bargaining unit shall serve notice upon the realization that he/she will be absent from the classroom. The substitute teacher services shall be informed of the member's name, school, grade or subject taught, and the probable length of absence. A member may ask for a particular substitute if he/she wishes, provided the substitute has been cleared by the Human Resources Department and is on the substitute list.

#### 5.08 Proof of Illness

A member may be required to present proof of illness in order to qualify for pay during sick leave. A medical certificate will not be required to substantiate a request for approval of sick leave for three (3) days or less unless the employee has been notified in writing about an excessive use or abuse of sick leave. An employee will not receive a written notice unless he/she has first been verbally cautioned by his/her supervisor on at least one (1) occasion.

#### 5.09 Bereavement Leave

5.901 In the event of death in the immediate family of a member, three (3) days paid leave shall be granted if the bereaved travels 300 or fewer miles one way; five (5) days paid leave if the distance is more than 300 miles one way. Distance shall be established miles traveled one way on the main road between the points of origin or trip and destination.

5.902 A member may use up to 10 days of his/her accumulated sick leave benefits in case of personal emergency arising from the death of a member of the immediate family without submitting proof of illness.

#### 5.10 Critical Illness or Injury Emergency Leave

Three (3) days of paid emergency leave shall be granted for a critical illness or injury to a member of the immediate family. The three (3) days shall not be charged to sick leave. The salary deduction for leave taken in connection with this section in excess of the three (3) days shall not exceed the cost of the salary paid to the substitute. This leave may not exceed twenty (20) days per school year, except by express approval of

the Board. The member, upon returning to duty, may be required to present evidence for need of such leave by a written statement of the attending physician.

#### 5.11 Sick Leave for Personal Necessity

5.11.1 A member of the bargaining unit may use up to ten (10) days per year of accrued sick leave, at his/her election, for absence caused by personal necessity. Personal necessity is defined as an emergency or personal matters which require the member to be absent from working during his/her regular work hours and which cannot be accomplished during the member's non-work hours. Determination of what constitutes "personal necessity" for a given individual shall be the responsibility of that individual.

5.11.2 The member using such leave may be required to file a written statement with the Human Resources Department that such leave was not used for any of the following purposes:

- a. Recreation
- b. Engaging in other employment
- c. Work stoppage or strike
- d. Any illegal activity

5.11.3 A member shall make a reasonable effort to give 48 hour's notice, or in unusual cases 24 hour's 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 purposes of this section, "notice" is an e-mail or phone call to the site administrator and/or secretary.

5.11.4 When a personal necessity requires absence in excess of the ten (10) days above, salary deductions for the first five (5) additional days shall be equal to the rate paid to the substitute (but not to exceed the daily rate of the employee). These five (5) additional days shall be subject to the same limitations as the ten (10) days chargeable to sick leave.

#### 5.12 Parental Leave—Paid

Paid parental leave of absence shall be granted to a member of the bargaining unit in relation to child-bearing as follows:

5.12.1 A member of the bargaining unit who is pregnant may continue in active employment as late into her pregnancy as her health permits. Any disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom is, for all job-related purposes, a temporary disability and shall be treated as such under sick leave provisions of the contract.

5.12.2 A member of the bargaining unit shall be granted, upon request, up to two (2) days of paid leave to be taken at the time of birth or adoption of his/her child. These days may be taken at the time of delivery of the child and/or at the time the mother and child leave the hospital. This leave shall not be deducted from sick leave.

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.)

#### 5.13 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 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 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 defacto 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 leave must be submitted 30 days prior to the end of the first year leave, or no later than March 1.

#### 5.14 Short-Term Instructional Leave—Paid

It shall be the policy of the San Juan Unified School District to annually set aside in its budget additional amounts for substitute pay to provide, at the discretion of the administration, short-term instructional improvement leaves for members.

5.14.1 Short-term instructional improvement leaves may be granted for any of the following purposes:

- a. Visitation to other schools or sites to observe examples of successful educational practices, procedures or techniques and for observations of unique or noteworthy innovations in education.
- b. To provide demonstrations for the benefit of other members of the bargaining unit.
- c. For the purposes of attending demonstrations, workshops or symposiums, etc., devoted to the instructional area of the members.
- d. Study and research which may include travel, and which, for special and adequate reasons, can only be undertaken during the normal school year.

- 5.14.2 A short-term instructional improvement leave may be as short as one (1) day and shall not exceed twenty (20) days in duration.
- 5.14.3 The member shall receive full salary during the period of leave granted under this policy.
- 5.14.4 The District shall not assume the responsibility for any cost involved, such as mileage, food, lodging, fees, etc.
- 5.14.5 The member shall file an application for such leave at least ten (10) days prior to the beginning date.
- 5.14.6 Applications must be made on appropriate forms provided by the Human Resources Department and filed with that department. Such applications must be forwarded through the site/program administrator or immediate supervisor, if the applicant is other than a classroom teacher, for his/her information.
- 5.14.7 Applications for leaves of ten (10) days or less shall be acted upon by the Human Resources Department. Applications for leaves of more than ten (10) days shall be screened by the Sabbatical Leave Committee and referred to the Superintendent for recommendation to the Board of Education.
- 5.14.8 Upon approval of the leaves requested, it shall be the member's responsibility to provide adequate planning for the conduct of his/her class while on leave.
- 5.14.9 The intent of this policy is not to provide purely travel opportunities; however, projects and research approved under this policy may include travel.

5.15 Military Leave—Paid

- 5.15.1 Personnel called by the armed forces for involuntary pre-induction physical examination shall suffer no loss of pay for the period required for such examinations.
- 5.15.2 The military leave rights of members covered by this agreement shall be as specified in the Military and Veterans Code.

5.16 Quarantine Leave—Paid

Each case of quarantine shall be considered individually and the District shall take action relative to the specific problem.

5.17 Court Leave—Paid

- 5.17.1 A member shall be granted leave to appear as a witness in court other than as a litigant or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the member.
- 5.17.2 A member shall be entitled to as many days paid leave for jury duty as required to fulfill his/her duties under the law. Fees paid the member by the court, other than for mileage, shall be remitted to the District.

## 5.18 Association Leave—Release

5.18.1 In addition to State and National leave outlined in Ed Code for Association work, the San Juan Teachers Association shall have days of leave without limit to utilize for local, state or national conferences or for conducting other lawful business pertinent to Association affairs. Unless otherwise agreed to by the parties, an individual SJTA Association member's leave for SJTA affairs shall be limited to a maximum of fifteen (15) days each school year and must be approved by the San Juan Teachers Association President.

5.18.2 Should the Association request more than twenty-five (25) members in any one day:

- a. The members shall report to their assigned site to assure that a substitute has reported before leaving to conduct Association business
- b. May be utilized only Tuesday through Thursday.

The District shall, on a monthly basis, inform the Association of those days that are already booked and unavailable for leave.

5.18.3 The Association shall pay the District the current daily rate of pay for a day-to-day substitute for each day of leave taken in accordance with this section.

## 5.19 Health Leave—Unpaid

A member of the bargaining unit shall be granted a leave of absence without pay for health reasons for a period of 39 months after which time his/her employment with the District may be terminated. A statement of medical need from a qualified physician may be requested by the District. The employment status of a member of the bargaining unit requesting such health leave shall not be affected by the granting of the leave. Prior to return to duty, a statement must be furnished from the member's physician indicating that the returning member can return to full-time employment without detriment to his/her health.

## 5.20 Sabbatical Leaves

### 5.20.1 Regulations Relative to Sabbatical

The establishment of the following rules and regulations does not void the option, by the superintendent, to make a special recommendation, or the Board to take special action regarding the granting of sabbatical leaves.

Sabbatical leaves are granted, not as a reward for professional services, but rather as an opportunity to prepare for improved service which will benefit the District. Sabbatical leave may be granted for the following purposes:

- a. To engage in professional study for advanced degrees or credentials.
- b. To engage in independent study or research.
- c. To develop a program combining the above.



#### 5.20.2 Funding of Sabbatical.

The Board shall determine the number of sabbatical leaves to be granted each year.

#### 5.20.3 Selection Committee.

There shall be a sabbatical leave committee made up of seven (7) persons. The Association shall appoint one (1) elementary school member, one (1) intermediate school member, one (1) high school member. Other members of the committee shall be appointed by the District and shall include one (1) special services and program division member, one (1) elementary or intermediate principal, one (1) high school administrator and one (1) Human Resources Department representative. All members except the Human Resources Department representative will be voting members. The Human Resources Department representative shall serve as chairperson. It shall be the duty of the committee to review each application and make recommendations to the Superintendent. It shall be necessary to have five (5) voting members present in order to make recommendations. Applicants whose applications are not approved shall be so informed within ten (10) days following committee action, with the reason therefore clearly indicated. To discuss this reason, a conference may be scheduled with the Assistant Superintendent of Human Resources or designee.

#### 5.20.4 Sabbatical Leaves for Professional Study

Sabbatical leave for professional study or research is one during which the member pursues a program with a minimum of twelve (12) semester hours a semester, or the equivalent, in an accredited institution of higher learning. The program must be related to the present or prospective service of the member. Transcript of grades shall satisfy the requirement for verifying completion of the program.

#### 5.20.5 Sabbatical Leaves for Independent Study or Research.

Sabbatical leave for the purpose of pursuing a planned independent study or research program must be related to the present or prospective service and must be under the guidance of/or a sponsorship authorized by the Sabbatical Committee. Submission of a report or the paper produced during research shall serve as verification of completion of the program.

#### 5.20.6 Sabbatical Leave for Professional Study and Independent Study and Research.

Sabbatical leave for professional study and independent study and research will require a minimum of twelve (12) semester hours for the sabbatical year in combination with a related study or research program which does not have to be associated with a college or university. Transcript of grades or submission of a report or the paper produced during research, as appropriate, shall serve as verification of completion of the program.

#### 5.20.7 Qualifications and Requirements for Sabbatical Leaves.

To qualify for sabbatical leave, a member must have served successfully in the District for not less than seven (7) consecutive years immediately prior to the effective date of the leave.

#### 5.20.8 Length of Sabbatical Leave.

A leave may be granted for one (1) semester or two (2) semesters but not more than a year or less than a semester.

#### 5.20.9 Application for Sabbatical Leave.

- a. The application for sabbatical leave shall be made on a prescribed form and shall present evidence of satisfactory service, reason for desiring leave, length of leave, and any other data which may provide an adequate basis for granting the leave. All applications for sabbatical leave shall be ultimately directed to the Human Resources Department. The Assistant Superintendent of Human Resources or designee shall call a meeting of the Sabbatical Leave Committee, or a minimum of four (4) members of the committee may call for a meeting. The Assistant Superintendent of Human Resources or designee shall present to the committee, for its recommendation, the applications for sabbatical leave. The Sabbatical Leave Committee shall make recommendation to the Superintendent. The Superintendent shall make a final recommendation to the Board.
- b. Application for sabbatical leave must be filed in the Human Resources Department by April 1 for leaves to be taken in the following fall semester and by October 1 for leaves in the following spring semester. Board action on the applications shall take place within forty-five (45) calendar days from above deadline date for application to the Assistant Superintendent of Human Resources or designee.
- c. Upon the granting of a sabbatical leave by the Board of Education, a formal agreement shall be completed covering all aspects of the leave; such as, length of time, effective dates, number of units to be carried, services required after termination of leave, types of reports to be made to the Board, salary to be paid and manner of payment.

#### 5.20.10 Return from Sabbatical

- a. Two (2) months prior to the completion of sabbatical leave, recipients of such leave shall file, with the Human Resources Department, a statement of intent to return to the District.

The return to the District from sabbatical leave shall always coincide with the beginning of the semester. The position previously occupied by a member on sabbatical leave shall be considered a temporary position, if needed, for the duration of the leave, and at the completion of the sabbatical leave, the recipient shall be reinstated in the department or grade level in the school to which he/she was assigned at the time sabbatical leave was granted provided such position exists.

- b. Each recipient of a sabbatical leave shall file with the Human Resources Department verification that the program of study agreed upon has been completed. This verification must be made as soon as possible after the completion of the program in order for the recipient of the leave to be properly placed on the salary schedule. In any event, the member of the

bargaining unit shall have the same rights as if he/she had been on regular assignment in the district during the period of the sabbatical.

5.20.11 Service Credit

The leave shall be regarded as equal to the regular time served in the District, provided all requirements established for the sabbatical leave have been satisfactorily met.

5.20.12 Failure to Meet Term of Sabbatical Leave

- a. In the event that the program of study agreed upon in the sabbatical leave contract with the District is interrupted by serious accident or illness during the leave and properly verified by a qualifying physician, such interruptions shall not constitute a violation of the contract or prejudice the member against receiving the rights and benefits provided for under the terms of the sabbatical leave.
- b. A member of the bargaining unit on sabbatical leave is entitled to all applicable benefits extended to a permanent member of the bargaining unit on active duty in the District, except sick leave and vacation. In all cases of serious accident or illness of a prolonged nature, the Human Resources Department shall be properly notified by registered letter within ten (10) calendar days after the occurrence or medical diagnosis. If a sabbatical leave is terminated due to extensive illness or accident, the sabbatical leave salary shall be terminated and the member on leave shall be reinstated as an active member of the District, at which time he/she will be covered by sick leave. In this event the person may not necessarily be reassigned to the same position.

5.20.13 Sabbatical Leaves and Salary

Sabbatical leaves shall be counted as a regular period of service and shall be counted on the salary schedule and shall not interrupt progress on the schedule.

5.20.14 Effects of Sabbatical Leave on Retirement.

The member's normal percentage rate of deduction for retirement purposes shall be applied to the actual salary received by the member of the bargaining unit from the District. To qualify for full-service credit, the member may elect to pay both the District and the member's contributions based upon full contract salary.

5.20.15 Return to Service After Sabbatical Leave.

A member of the bargaining unit, upon completion of sabbatical leave, is required to serve the local District at least one (1) full year or return to the District a prorated amount of sabbatical leave salary received if the service is less than one (1) full year. If the member is terminated by the District prior to the completion of the required service following the sabbatical, the condition stated herein shall not apply.

5.20.16 Rate of Pay for Sabbatical Leave

The rate of pay for sabbatical leave shall be fifty (50) percent of the regular salary.

5.20.17 Salary Payment Alternatives

- a. A member on sabbatical may be paid at the end of each calendar month while such a leave is in effect, less any mandatory or member authorized deduction, from each monthly sabbatical leave salary.
- b. The recipient of a sabbatical leave may elect to be paid in two (2) lump sums after the sabbatical, one (1) sum at the end of the first year of return to duty and the second at the end of the second year of return to duty.

5.21 Long-term Personal Leave—Unpaid

Long-term leaves may be granted to permanent members for periods not less than a semester nor longer than two (2) semesters. This type of leave is without pay and shall not be counted toward retirement or as a part of service to the District.

5.22 Special Leave, Short-term—Unpaid

The District may grant unpaid special short-term leaves upon the request of a member of the bargaining unit.

5.23 Education Leaves—Unpaid

Members of the bargaining unit may be granted a leave of absence without pay for the purpose of educational improvement. Such leave shall last not less than one (1) semester, or more than one (1) year. An extension of the leave shall be granted where completion of the course for advancement requires longer than one (1) year. Request for the second year of such leave must be received by the Human Resources Department by March 1.

5.24 Overseas Teaching—Unpaid

Leaves of absence may be granted for teaching under a nationally recognized fellowship or for teaching in an American Armed Service Dependent's School overseas. Request for overseas teaching leave shall be made not later than February 14 for the following September. Request for an extension shall be made prior to February 15 for the following September.

5.25 Exchange Teaching

Leaves of absence may be granted to tenured members for exchange teaching in the manner prescribed by the Education Code, Sections 44853-55. In each case, a recommendation of salary consideration shall be made by the Superintendent. Such leave shall be for not more than one (1) year and shall not constitute a break in the continuity of service within the District. Experience as an exchange teacher shall count as in-district experience on the District salary schedule.

5.26 Military Leave—Unpaid

A military leave may be granted for a period not to exceed one (1) year if the military duty is on a voluntary basis. Unpaid military leaves shall be administered according to provisions of the Military and Veterans Code.

5.27 Foreign Service Leave—Unpaid

A tenured member may be granted a leave of absence for up to two (2) years for foreign service in the federal government sponsored projects no more often than once in seven (7) years.

5.28 Political Leave—Unpaid

A member of the bargaining unit who is elected or approved to serve in a public office requiring full-time participation shall be entitled to an unpaid leave of absence for the length of his/her term in said public office.

5.29 Industrial Accident and Health Leave

5.29.1 The District shall provide for up to sixty (60) days of industrial accident and illness leave for members of the bargaining unit at full pay and full benefits paid by the District.

5.29.2 The member's accrued sick leave shall not be infringed upon during the full term of the industrial accident and illness leave.

5.29.3 Members may use their accrued sick leave and other leaves available in this contract upon the expiration of their industrial accident and illness 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 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. The Association may receive a de-identified listing of all reportable employee injuries by site upon request. 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.

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 physician of his or her choice for treatment. The Association will be notified of all reportable employee injuries by a copy of the appropriate State form as may be required.

5.30 Return from Leave

5.30.1 Prior to February 1 of each year, Human Resources shall attempt to communicate by U.S. mail with all persons currently on extended leave as to their intention to renew their teaching contract for the coming year.

5.30.2 By March 1, all persons who are on annual or spring semester leaves of absence must notify the Human Resources Department, in writing, of their intention to renew their teaching contract. Anyone not contacting the Assistant

Superintendent of Human Resources or designee by March 1 shall be sent a second letter, certified mail, by March 10. If a member fails to respond in writing by April 1, the District shall assume that the member has, in effect, submitted a resignation.

- 5.30.3 Long-term unpaid leaves shall be arranged so that their termination dates coincide with the ending date of any quarter, trimester or semester during the school year. Other leave termination dates may be arranged with the approval of the Assistant Superintendent of Human Resources/designee.
  - 5.30.4 Members returning from paid leaves shall return to their original positions (i.e. the department or grade level at the same school) provided the position exists. If the position does not exist, the section on involuntary transfers shall apply. Upon returning from a paid leave, the member shall continue on the salary schedule in the same manner as if he/she had been actively teaching in the District during such period.
  - 5.30.5 Members returning from unpaid leaves of absence shall be returned to their prior locations, 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.
  - 5.30.6 Members returning from unpaid health leaves shall follow the same procedures as the voluntary transferee during each cycle after the involuntary transferees have been assigned and before the voluntary transferees are assigned.
  - 5.30.7 In no event shall the rights of the returning member be greater, in any respect, than if the member had not taken this leave.
  - 5.30.8 Leaves of absence shall be taken for a specified length. If a member wishes to return from a leave of absence before the agreed upon date of return, the member must submit such request, in writing, to the Human Resources Department and obtain approval by the Assistant Superintendent of Human Resources/designee before returning.
- 5.31 Association President and Vice President Leave

5.31.1 Salary and Benefits.

The Association President shall be paid his/her salary and benefits by the District. The Association shall reimburse the District for the cost of the Association President and Vice President's benefits. The Association shall reimburse the District at the average new hire salary. If the President/Vice President's salary is less than the average new hire salary, the Association shall reimburse at the lesser of the two (2) amounts. The Association shall incur all additional costs due to an extended work year of the Association President and/or Vice President.

5.31.2 Return to Service

Upon termination of the leave of absence, the President shall return to his/her previous work site and assignment if he/she so desires.

5.31.3 No Reprisal

Upon return to duty, the President shall not suffer reprisal for his/her Association activities.

#### 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

To provide additional paid sick leave benefits for a permanent employee who suffers a catastrophic illness or injury. This provision shall provide the employee full pay during the extended sick leave period.

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.

##### 5.33.1 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. Exhaust all available paid sick leave.
- c. Donate at least one day of accumulated regular sick leave to the catastrophic sick leave bank during the last donation enrollment period. This section may be waived by the Catastrophic Leave Committee.
- d. Submit a completed request form to the Human Resources Department, not to exceed 100 days or 150 days when added to the employee’s accumulated regular sick leave days.
- e. Requested the leave for reasons other than for a stress related illness.

##### 5.33.2 Donations

To donate, an employee must:

- a. Be an employee of the bargaining unit eligible to donate.
- b. Have at least five (5) days of accrued sick leave following the donation.
- c. Donate accrued sick leave only.

- d. Complete the irrevocable donation form during the donation enrollment period (September 1—October 31) and submit it to the Human Resources Department. Unit members who elect not to join the Catastrophic Sick Leave Bank upon first becoming eligible must wait until the next designated donation enrollment period.

#### 5.33.3 Utilization

For an employee to use the bank:

- a. The Sick Leave Bank Committee consisting of the Director of Certificated Personnel, the SJTA President, one (1) teacher selected by the SJTA and one (1) central office administrator selected by the district will meet within five (5) work days of the request. It will require a majority vote of the committee members and all votes will be confidential.
- b. Have submitted a request for catastrophic leave that does not exceed 100 days or an amount than when added to the employee's accumulated regular sick leave does not exceed 150 days per school year.
- c. The catastrophic injury or illness must be verified by a licensed physician.
- d. Only contributors will be permitted to withdraw from the Catastrophic Sick Leave Bank.

#### 5.33.4 Miscellaneous Guidelines:

- a. Any approved days unused by the employee will be returned to the Catastrophic Sick Leave Bank.
- b. Employee using the Catastrophic Sick Leave Bank will receive the same pay the employee would have earned had the employee worked that day.
- c. The Committee will administer the Catastrophic Sick Leave Bank and the hours contained therein and the District shall provide all necessary information to the Committee for these purposes.
- d. SJTA shall be responsible for the solicitation of donation which will be held when the District holds its open enrollment period for health benefits in September.
- e. A donation to the bank shall be a general donation and shall not be donated to a specific employee for his/her exclusive use.
- f. The Sick Leave Committee shall automatically provide the employee with the written reasons for denial.
- g. The Catastrophic Sick Leave Bank shall not exceed 1,000 days maximum.
  - i. Should the bank reach its maximum number, the Catastrophic Leave Committee may allow the cap to be exceeded to allow new members to make a one-day contribution to establish their eligibility during the next open enrollment period of the following year.



5.33.5 Any provision of this contract shall not supersede the provisions outlined in Education Code 44043.5.

5.34 Shared Contracts

5.34.1 Requests by permanent members within the elementary/K-8 division 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 each month, and the distribution of duties, pursuant to Exhibit Q.

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 benefits under that one (1) contract. If one member completely opts out of his/her share of the district benefit, 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 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 6. MEMBER SAFETY AND PROTECTION**

### **6.01 Member safety**

- 6.01.1 In order to provide for member safety, the district on the first day of each school year shall present a written copy of the District policy for student discipline, including the rights of suspended students. A copy of the member's right to suspend under the Education Code, Section 48900, shall also be distributed to the members. Any revision of the above information necessitated by a change in law shall be communicated to the members upon adoption by the District. Teachers may suspend students in accordance with the Education Code.
- 6.01.2 Members shall report as soon as possible cases of assault and battery (as defined by the Penal code) suffered by them in connection with their employment, to their site/program administrator or other immediate superior who shall immediately report the incident to the police. Such notification shall immediately be forwarded to the Superintendent. The Superintendent or designee shall comply with any reasonable request from the unit member for information in the possession of the District, unless confidential, relating to the incident or persons involved.
- 6.01.3 A member shall not be required to engage in any activity that can reasonably be deemed hazardous to life and limb. Should the situation involve student health and/or safety, members may be requested to assist.
- 6.01.4 The District shall make every reasonable effort to provide Vision/Mobility t teachers, Nurses and Speech Language Pathologists, social workers and counselors 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.

### **6.02 Personal Property Loss—Reimbursement**

The District shall reimburse members for personal effects damaged in the performance of duties provided such damage occurs as a result of an action of someone other than the members or of a circumstance for which the school district is responsible. Personal effects shall be defined as those articles pertaining to one's own person which may include, but not be limited to, eye glasses contact lenses, hearing aids, dentures, watches or articles of clothing. The District will replace other damaged or lost personal property provided:

- 6.02.1 The use of the property has been mutually agreed upon by the site/program administrator and the employee. If there is no agreement, the employee may appeal to the next level of administration.
- 6.02.2 The property has been registered with the site/program administrator.
- 6.02.3 Reasonable provision has been mutually made for the security of the property.
- 6.02.4 The District will not assume that portion of personal losses covered by private insurance carriers.
- 6.02.5 The District shall provide employees copies of the form(s) necessary to register personal property under this section.

### 6.03 Building Site Safety

- 6.03.1 The member shall be responsible to report, in writing, to his/her immediate supervisor any unsafe, hazardous, unhealthy, or potentially dangerous working conditions.
- 6.03.2 The District shall investigate all conditions which are reported to be unsafe, hazardous, unhealthy or potentially dangerous and shall have the condition(s) remedied. The District shall institute such emergency safety precautions as it deems necessary. When it is determined that no emergency exists and no action is required, the reasons for that judgment shall be given to the member within ten (10) working days from the date the determination was made.
- 6.03.3 Repairs of equipment and instructional devices that pose a safety hazard shall be made as soon as possible by qualified repair personnel.

Whenever possible, unit members shall be given at least a two (2) day notice of the routine repair and maintenance of their classroom and classroom fixtures.

### 6.04 School Safety Committee

- 6.04.1 Unit members at each site may choose to create a safety committee. Committee participation shall be voluntary. Selection procedures shall be left to the staff at each site, but a contact person and back up shall be identified and communicated to the site administration, as well as the names of those on the committee.
- 6.04.2 The school Safety Committee, if formed, shall assist the school administration in all areas related to the maintenance of school safety, order and security. This shall include but not necessarily be limited to school intruders, routine school security procedures, and emergency procedures.
- 6.04.3 The administration shall advise the school safety committee members of an incident related to school safety and security.
- 6.04.4 The committee may request the Superintendent or designee to meet with the committee to discuss school security and safety concerns.

**Article 7. CLASS SIZE**

2018-19

GRADE	LOADING RATIO	MAXIMUM CLASS SIZE
TK-3	26	27
4	26	29
5(6)	32	34
(6)7-8*	33	36
9-12	33	36

2019-20

GRADE	LOADING RATIO	MAXIMUM CLASS SIZE
TK-3	26	27
4-5	26	29
6	32	34
(6)7-8*	33	36
9-12	33	36

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

- 7.01 Students shall not be assigned to any class which has reached the maximum class size except as provided within this article.
- 7.02 The site/program administrator is required to discuss class size at a member's request if the member's class exceeds the loading ratio.
- 7.03 Instrumental and choral music classes may exceed the maximums by 1.5 times. Physical education classes may exceed the maximum by 1.35.
- 7.04 The site/program administrator shall make a reasonable effort to schedule English composition classes in grades 9-12 with a maximum of 29 students.
- 7.05 The site/program administrator shall make a reasonable effort to avoid scheduling combination classes.

The District and SJTA agree to establish a Combination Class Joint Committee within 45 days of the SJUSD Board approving this contract. The purpose of this joint committee is to explore interests and opportunities related to the increased workload associated with combination classes. Non-binding recommendations of the committee shall be reported to the respective bargaining teams no later than March 1, 2019.

- 7.06 The District will make a reasonable effort, within the financial constraints of the District, to reduce class size maximums in those classes into which special education students are integrated, in remedial classes, and in high school composition classes.
- 7.07 Special Education caseloads shall not exceed the maximum cited in the Ed Code.

#### 7.07.1 SDC Class Size

- 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 mild to moderate caseload maximum shall be 26; 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
  - vii. 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.

- 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. Two-year K-12 pilot program that shall include no more than six (6) schools and at least two (2) high schools. (See MOU-Pilot Schools, Exhibit "P").
  - ii. Implementation of a variety of intervention models at volunteer sites.
  - iii. Training and professional development to support General Ed and Special Ed working together.
  - iv. Design and implementation of exit plan to move capable students into general ed.
  - v. Improved monitor plan to move more students out of resource.

- vi. Minimization of labels and differentiation between resource and SDC delivery systems with the expectation that special education teachers (SDC and RSP) will collaborate to teach courses that cannot otherwise be delivered in general education classes.
  - vii. Possible recommendations to the Superintendent of further caseload reduction below 26 each successive year.
  - viii. Plan for improved parent communication and involvement.
- 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. Effective 2012-2013, 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 the length of workday.

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 IEP's.

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.)

- 7.09 Adjustments which need to be made in class size by the site/program administrator shall be made within twenty (20) instructional days of the first day of instruction. The site/program administrator shall discuss the problem with the members in the affected classes and shall explore alternative approaches to resolve the problem.
- “Block” high schools shall have adjustments in class size met within 10 instructional days of the first day of instruction.
- 7.10 With the approval of the governing board, specific programs of a pilot or an experimental nature may be exempted from the maximum class size provisions.
- 7.11 The site/program administrator and the department chairperson in grades 9-12 (or if none exists, a member selected by the department), and the affected members in grades 7-8 shall identify the number of pupil work stations and the number of pupils to be assigned to each work station based on mutually agreeable objective criteria, that shall include but not be limited to functionality and safety, specific to the site for the following areas of curriculum: science, computer labs, industrial arts, home economics, and art. The number of pupils assigned to each work station shall be reduced to writing and will not be changed without mutual agreement of the administrator and department chair (or if none exists, a member selected by the department). If agreement cannot be reached, then the issue may be sent to dispute resolution (Exhibit “M”).
- 7.12 Exceptions to class size maximums may be made by the site/program administrator for curriculum for emergency purposes. The duration of such overloads may not exceed one (1) week.
- 7.13 The District will hire the equivalent of twenty-five (25) FTE teachers over the current ratio for class size reduction in areas of identified need.
- 7.14 Classes may deviate from the maximum class size only with the written consent of the member.
- 7.15 See Memo of Understanding—Exhibit “P”
- 7.16 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 3<sup>rd</sup> grade classes shall have a loading ratio of 30 students and a maximum class size of 31.
- a. 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.
  - b. 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.
  - c. 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.

- d. 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.
  - e. Beginning in the 2018-19 school year, 4th grade shall have a loading ratio of 26 and a maximum of 29 students.
  - f. Beginning in the 2019-20 school year, grades 5th grade shall have a loading ratio of 26 and a maximum of 29 students.
  - g. Beginning in the 2020-21 school year, grades 6th grade shall have a loading ratio of 26 and a maximum of 29 students.
- 7.17 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.



## **Article 8. HOURS**

### **8.01 Working Hours**

8.01.1 Each member shall be at the school or other work site fifteen (15) minutes before the instructional day begins, except those assigned to “zero” period. Each member may leave after the end of the instructional day except when meeting the needs of students or parents, or when attending school-related conferences or meetings. On District-wide banked days, each member may leave at the end of the regular (non-banked) instructional day.

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 NIDS (Secondary)**

Except to cover emergencies, on or off-site supervision of student related non-instructional activities beyond the work day shall not exceed 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, determine the appropriateness 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 of NIDs exceed six for any one member.

Practitioners that are assigned at two sites can be required to complete a pro-rata share of NIDs at each site. Practitioners that are assigned to three or more sites shall be exempt from NIDs.

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.

To ensure the safety of Students with Disabilities, members who work within Special Education may be required to supervise students while boarding or disembarking from the school buses, up to a maximum of 15 minutes during each assigned day, except in case of emergency or by mutual agreement. If a practitioner is assigned this daily supervision, they will be exempted from other non-instructional duties described in this section.

#### 8.01.4 Supervisory Duties (Elementary)

It is mutually understood that the District and Association recognize the need to ensure the safety of all students. Each elementary school site shall develop a plan that will achieve this end. The plan may utilize persons outside the bargaining unit. Supervisory duties may include one of the following: before school supervision, recess supervision, or after school supervision, but will not exceed 15 minutes total per day unless mutually agreed upon. Should no plan be agreed upon by a majority of the bargaining unit members and the principal at that site, the prevailing practice of assigning duties shall continue for the duration of this agreement.

Rainy day supervisory duties will be collaboratively determined at the school site.

#### 8.01.5 In requiring members to perform supervisory duties, the duties shall be assigned as equally as practicable at each work site.

To ensure the safety of Students with Disabilities, members who work within Special Education may be required to supervise students while boarding or disembarking from the school buses, up to a maximum of 15 minutes during each assigned day, except in case of an emergency or by mutual agreement. If a practitioner is required to perform this daily supervision, they will be exempted from other supervisory duties described in this section.

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

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. Effective July 1, 2016, 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 remaining trimesters. Elementary Specialists may not use equity days on Mondays and/or Fridays.

Members shall not be required to relinquish this time nor to substitute for another member nor to perform other duties more than three (3) times during the school year except to cover emergencies. In addition to the above, members may voluntarily relinquish their prep time to substitute for another member with the prior approval of the site administrator. If a 6<sup>th</sup> grade at a K-8 is considered to be a self-contained classroom, the teacher shall receive the same preparation as the K-5 teachers and Article 7 Loading Ratio and Class Size Maximums remain in place.

#### 8.01.7 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, traveling teachers 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.

Preparation time teachers shall not be assigned to teach more than the number of instructional minutes per week assigned the grade 4-6

teachers at the site where the prep teacher has the majority of his/her assignment. Effective 7-1-1999, elementary specialists shall not be required to teach more than 33 periods/week.

- b. Individual school site staffs shall, in consultation with the principal and by Mutual agreement, develop and plan to alleviate having the same person lose prep time every week in which there is a holiday or non-instructional/non-standard work day. The plan shall not result in an increased cost to the District.

- 8.01.8 Members shall be provided an uninterrupted duty-free lunch period of no less than thirty (30) minutes per day that the District offers a lunch period for students. The member's lunch period shall not be reduced by the addition of non-instructional duties except in case of an emergency.

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.

- 8.01.9 The District shall provide 10 minutes of duty-free relief for any elementary or TK-8 teacher, 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.

- 8.01.10 Part-time teachers shall be responsible for a pro rata share of site duties.

- 8.01.11 General faculty meetings shall be limited to an equivalent of one 75-minute meeting a month unless there is an emergency. The general faculty meeting provision does not apply to teacher responsibilities in 8.01.1, 8.01.2 and 8.01.12. Part time members are required to attend the entire faculty meeting unless otherwise provided in this contract or by agreement with the principal.

- 8.01.12 Teachers shall attend additional meetings as may be required by district, state, or federal programs (e.g. grant meetings, ELL, Special Education, etc.)

- 8.01.13 Instructional Minutes

K-6: All 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: Instructional minutes for students in grades 7-12 shall be an average of 342 instructional minutes per day.

9-12: The instructional year shall consist of 64,800 minutes. There will be six, 57 minute periods with 25 minutes passing time and 30 minutes lunch.

The 9-12 daily schedule will include five periods of instruction and one period of preparation. The current practice regarding zero period is to

continue.

A teacher's workday cannot be modified except as outlined in Section 8.01.15.

8.01.14 Time and/or program modification

- a. The District may modify up to 5 minutes per day as necessitated by the transportation schedule.
- b. The determination of the 4-6 program regarding a standard or early/late schedule at each school will be established based upon a majority vote of the bargaining unit members involved.
- c. The length of the instructional day at an individual work site shall be modified when it is determined jointly by the administration and a majority vote of the unit members at that site that such a change will improve the instructional program.
- d. For those schools currently on early/late schedules, the following provisions shall apply:
  - i. 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.
  - ii. If the teachers vote to change to a non-early/late schedule, that school may not return to an early/late schedule for the length of this contract.
  - iii. If the school remains on an early/late schedule, the schedule shall not impact the transportation schedule.
  - iv. All schools must comply with the provisions of Education Code Section 46207.
  - v. Schools must assure that Language Arts curriculum is infused throughout the entire school day.
  - vi. Schools must demonstrate that the student grouping is flexible and data is used to adjust groups (as needed) to support student learning.

The implementation of the increase in instructional minutes shall be decided jointly by the administrator and a majority vote of the unit members at the site provided it does not impact other schools or programs.

8.01.15 Kindergarten teachers shall be available for assistance or assignment in the instructional program of the primary grades when not involved in the kindergarten program. (See exhibit "I")

8.01.16 The District and Association agree that if teachers at a school have a concern regarding the number of meetings, they will follow the "Dispute Resolution Mechanism" in Exhibit M of this contract.

8.01.17 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:

- a. The additional sections may not total more than .40 FTE in any one subject area. If an additional section is required, Human Resources will consult with SJTA.
- b. The additional assignment may be for up to one semester or one year, depending on the nature and anticipated duration of the course, but may not exceed one year without offering other members of the staff the opportunity to contract for the additional assignment.
- c. An individual employee may not contract for more than one additional period at a time.
- d. This provision will apply at elementary, middle and high schools.
- e. 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) 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. The contact maximums specified in Article 7, Class Size, shall be adjusted on a proportionate basis to reflect the additional assignment.
- h. The District and SJTA agree to establish a Greater than 1.0 FTE Joint Committee within 45 days of the SJUSD Board approving this contract. The purpose of the joint committee is to explore options related to class size and contact maximums. Non-binding recommendations of the committee shall be reported to the respective bargaining teams no later than March 1, 2019.

## 8.02 Work Year Calendar

8.02.1 The regular work year for teachers shall be 180 instructional days and two (2) non-instructional days and three (3) staff development days (eighteen [18] hours) for a total of 185 days. Any teacher unable to make up the staff development as planned by the school site shall be provided opportunities to make up the hours. Opportunities for make-up will be provided for all members to ensure completion of all required hours. Teachers unable to make up the hours may use their accrued sick leave in order to be paid for the 3 staff development days.

8.02.2 For elementary schools the non-instructional workdays for members currently on a 185 (or less) day calendar shall occur the day preceding the first day of instruction, the day preceding the start of the fall Parent-Teacher conferences (unless altered by mutual consent) and following the final day of instruction on the school year calendar.

For secondary schools the non-instructional workdays for members currently on a 185 (or less) day calendar 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 and following the final day of instruction on the school year calendar.

Beginning in the 2019-20 school year, the third non-instructional workday will become permanent for members currently on a 185 (or less) day calendar.

On the non-instructional work-days, 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.

8.02.3 Year-Round Schools. The non-instructional work days shall be mutually agreed upon by the staff and the site/program administrator.

8.02.4 Calendar. (Exhibit "C")

The parties agree to negotiate the calendars each two (2) years in advance of the beginning of the school year beginning with 1997-98. If no agreement is reached by June 1, of the first year in the two year cycle, the District has the right to adopt calendars consistent with the official county schools calendar.

8.02.5 The work year for high school counselors shall be 195 days of responsibility. The work year for counselors (K-8) shall consist of 185 days of responsibility.

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

8.02.7 Staff Development

- a. The three (3) days or eighteen (18) hours of staff development shall be planned and scheduled by the school leadership team in the spring, in consultation with the school staff. At least six (6) of the eighteen (18) hours shall be scheduled prior to the start of the instructional year and no more than six (6) hours may be scheduled during the Thursday collaboration time.
- b. Part-time teachers are responsible for a pro rata share of the eighteen (18) hours of staff development and they shall be compensated at their per-diem rate for the hours beyond their normal part-time assignment.

8.02.8 Professional Development Hours

For the 2018-19 school year, all members 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.

- a. 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.

8.02.9 Effective July 1, 2019, the work year for School Nurses shall be increased by one (1) day.

- a. Effective July 1, 2018 School Nurses shall earn an annual stipend included in contract equivalent to a teacher librarian or counselor as identified in Exhibit D-9.

8.02.10 Effective July 1, 2019 the work year for Speech and Language Pathologists shall be increased by one (1) day.

- a. Effective July 1, 2018 Speech and Language Pathologists shall earn an annual stipend included in contract of \$4364.00. Effective November 1, 2018, the stipend will be increased to mirror the raise and shall be reflected in Exhibit D-9.

8.02.11 Effective July 1, 2019, the work year for Vision & Mobility Specialists shall be increased by one (1) day.

- a. Effective July 1, 2018 Vision & Mobility specialists shall earn an annual stipend included in contract equivalent to a teacher librarian or counselor as identified in Exhibit D-9..

8.02.12 Effective upon Board approval of this agreement, the work year for a School Social Worker shall be 195 days of responsibility. Five (5) of those days will remain unscheduled for use mutually agreed upon between administration and the School Social Worker. In the event mutual agreement is not reached on the scheduling, the administrator shall make the decision based on the needs of the site/program. The workday for a school Social Worker shall be similar to a regular onsite teacher workday inclusive of a 30 minute daily duty free lunch. A School Social Worker stipend included in contract of \$5,000 shall be added to exhibit D-9.

- a. For School Social Workers hired prior to board ratification (October 9, 2018) of this contract the following shall apply:

- i. For the 2018-19 school year only, School Social Workers shall work 208 days.
- ii. No reduction in annual income from the 2018-19 school year.
  - a). School Social Workers may move columns in accordance with Exhibit D for the 2019-20 school year only, but will remain at the salary step from the 2018-19 school year, until the compensation language in 8.02.12 meets or exceeds that rate of pay. All units/hours for column movement must be completed prior to the first work day in September 2019 and submitted to Human Resources prior to October 1, 2019. After these dates, column movement will not impact compensation until the compensation language in 8.02.12 meets or exceeds that rate of pay.
- iii. School Social Workers will continue to benefit from any negotiated salary increase.
- iv. All leave hours accumulated by School Social Workers prior to this agreement shall not be recalculated. Deductions for leave (sick or personal necessity) moving forward will be consistent with the other bargaining unit members.

#### 8.02.13 New Employee Orientations and Notification

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.

- a. Whenever the district determines to utilize these additional non-instructional days for new employees related to District in-service, the Association shall partner in both:
  - i. the program development of the day(s) and
  - ii. the presentation of the information. In all cases, the Association shall be provided a minimum of a 1-hour session with all new employees.
- b. The district shall provide the Association with the information regarding new employees contained in Exhibit E.

#### 8.03 Advisor/Advisee—Homeroom

8.03.1 Every two (2) years, each middle school may develop an advisor/advisee plan based on a majority vote of the members affected at the site and principal approval; such plan shall not be grievable and will be considered outside the contractual number of student-teacher contacts.

8.03.2 The time for the advisor/advisee program shall be included within existing instructional time, unless the majority of the members affected votes to waive this provision.

8.03.3 Annually, each high school may develop a homeroom plan based upon a majority vote of the members affected at that site and principal approval, such



plan shall not be grievable and will be considered outside the contractual number of student-teacher contacts.

- 8.03.4 The time for the homeroom plan shall be included within existing instructional time, unless the majority of members affected votes to waive this provision. Section 8.01.15.

#### 8.04 Minimum Days

- 8.04.1 For minimum days established on Back-to-School Night and 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.

- a. If the minimum day is not scheduled on the same day as an event detailed in 8.04.1, then the site must schedule the minimum day during the week of one of the evening events. These minimum days are established in an effort to recognize the increased levels of work, preparation, and time associated with 8.04.1

- 8.04.2 When a minimum day is established on the last day of school, bargaining unit members may leave at the end of the student instructional day after they have either completed check-out procedures or have made other arrangements with the site administrator.

- 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, 2017 the allocation for equity days shall be 3 days per all members in grades 4 through self-contained 6th. 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 6<sup>th</sup> 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.

#### 8.05.2 Special Education Teachers

All Special education teachers shall be given four (4) days 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 may not use equity days on Mondays and Fridays.

#### Special Education Support-Joint Committee

The District and SJTA agree to charge the Special Education Support Committee. The purpose of the joint committee is to explore interests and opportunities related to supporting our Special Education teachers. Non-binding recommendations of the committee shall be reported to the respective bargaining teams no later than March 1, 2019.

## Article 9. EMPLOYEE BENEFITS

### 9.01 Employee Benefits

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

- a. Medical: Commencing 7/1/1999, 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 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 member to be applied to dental care\* (Delta Dental), vision care (VSP) and group life insurance for 1997/98. Effective 11/01/97, the dental cap to be raised to \$1,500.00. Life insurance coverage will be raised to \$100,000 basic term, effective 11/01/1998.

\*Employees shall be eligible to re-enroll dependents in dental coverage based upon dentist verification that there is no immediate need to provide any dental care within the next year other than routine examinations and/or cleaning. The returning dependent(s) shall be treated for purposes of coverage as a new enrollee.

- c. Section 125-IRS: The unreimbursable medical cap for the Section 125 IRS provisions shall be modified to be in accordance with federal law.
- d. Effective October 31, 2018, the Post Employment Health Plan (PEHP) benefit is suspended indefinitely. Members who have previously received contributions on their behalf will continue to retain rights to the funds accumulated.
- e. Domestic partner coverage shall be provided as provided by law.

9.01.2 Members absent from duty on paid leave(s) of absence shall have the benefits provided by this section continued during such paid leave(s).

9.01.3 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 office.

9.01.4 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.

9.01.5 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.

- 9.01.6 New members must enroll in any of the plans within thirty (30) days of their first date of employment. Insurance coverage will begin on the first day of the month for which premiums are paid. Continuing members may change among the health plans during the Benefit open enrollment.
- 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 (65<sup>th</sup>) birthday occurs. This provision is subject to approval of the insurance carrier or benefit provider.
- 9.01.8 Retired members may elect to pay for coverage after age 65.
- 9.01.9 Members employed for fifteen (15) hours or more per week on a regular part-time basis shall receive all member medical, dental, vision and life insurance benefits provided in Section 9.01.1.
- 9.01.10 Employees working less than 15 hours per week shall receive fifty percent (50%) of the District contributions toward those benefits in Section 9.01.1, provided the member enrolls in the programs and personally contributes the balance of the premium costs.

Effective July 1, 2005, all new, less than full time members shall receive a pro-rated share of the District contributions toward those benefits in Section 9.01.1.

Members who work:

25% or less shall receive 25% district contribution

Greater than 25% up to 50% shall receive 50% district contribution

Greater than 50% up to 75% shall receive 75% district contribution

Greater than 75% up to 100% shall receive 100% district contribution

Sections 9.01.9 and 9.01.10 shall remain in full effect for all current part-time members. Bargaining unit members who are participating in the Article 10 Pre-Retirement Reduced Work-Load Program shall be entitled to benefits as required in Article 10.02.4c.

- 9.01.11 Members who would otherwise be eligible for continuing health care benefits under Section 9.01.7, but who choose not to formally retire under STRS, and are not gainfully employed, will be allowed to purchase medical and dental coverage through the District.

## 9.02 Member Travel

- 9.02.1 Members who may be requested to use their own auto in performance of their duties and members who are assigned to more than one work site shall be reimbursed at a rate in accordance with the IRS mileage reimbursement rate for:
- Travel between work sites.
  - Meetings or activities assigned by the District.
  - Other work-related responsibilities
- 9.02.2 Reimbursement for mileage shall be for miles actually driven and must be approved in advance by the member's site/program administrator or designee.
- 9.02.3 Members of the bargaining unit who are regularly assigned to be at more than one site shall be entitled to the same preparation period, lunch and relief benefits he/she would enjoy if the member was assigned to a single site.

### 9.03 Physical Examinations

Examinations for tuberculosis may be required every four (4) years. Such examinations shall be paid for by the District.

9.03.1 Medical Examinations: All medical examinations and test required by the District of any member of the bargaining unit shall be paid for by the District.

### 9.04 Dependent Coverage

Purchase of dependent coverage of all health and welfare benefits within the limits of the present benefit plans shall be available to all members at group rates. Each full-time member shall have the option of selection one of the following:

9.04.1 The District will contribute for each full-time member a dollar amount equal to seventy-five percent (75%)

OR

9.04.2 This section applies only to those members hired prior to July 1, 1999. A member not selecting dependent health coverage will receive from the District \$35.00 per month (10-month basis) which may be applied to a tax sheltered annuity and/or health and welfare benefits.

For less than full-time members, coverage under these sections (9.04.1 and 9.04.2) shall be computed in accordance with Sections 9.01.11 and 9.01.12.

### 9.05 Continuance of Dependent Benefits on Death of Employee

If an employee who has selected District payment of all or part of the cost of dependent medical and dental coverage dies before retiring, full dependent coverage for a period of one year shall be continued by the District for all dependent survivors who have been enrolled in District/Association approved fringe benefit programs. This provision is subject to insurance carrier or benefit provider approval.

### 9.06 Medicare

The District agrees to implement the Medicare program by June 1995 with an understanding the cost of the program is part of total compensation for 1995-96.

### 9.07 Early Retirement Incentive

Members must provide written binding notification to Human Resources by February 1 of their retirement at the end of this school year. Members who do so will be paid an incentive as follows:

- a. Members with nineteen (19) or less years of district service will receive \$500.00
- b. Members with twenty (20) or more years of district service will receive \$1000.00.

### 9.08 Hearing Aid Benefit

Beginning with the benefits plan period effective January 1, 2016, the district shall provide a hearing aid benefit for employees and dependents. The parties agree that the \$1000 allowance level will be the maximum plan allowance level as long as that plan option is available by current providers under similar terms as currently offered.

9.09 Interdistrict Transfer for Employee Dependents

Bargaining unit members living outside the district may obtain an interdistrict agreement from their home district. Placement within the SJUSD will be based upon a space available basis and they will have top priority within all interdistrict transfers. This excludes special education.

## **Article 10. PRE-RETIREMENT REDUCED WORK-LOAD PROGRAM**

### **10.01 Provisions**

AB 3339, amending Sections 44922, and of the Education Code and Section 20185 of the Government Code, is incorporated into this contract and supplemented as follows:

10.01.1 By the fifth (5<sup>th</sup>) instructional day after January 1, Human Resources shall E-mail to all work sites a letter containing:

- a. An explanation of member eligibility.
- b. Program description.
- c. Essential procedures for applying for the program.
- d. Statement that participation in the program can be exercised only at the request of the member and can only be revoked with the mutual consent of the member and the District.

10.01.2 By the fifth (5<sup>th</sup>) instructional day after January 1, Human Resources shall transmit to the Association a copy of the letter and a list of names of members eligible for this program.

10.01.3 The District and the Association shall agree on the form of the contract.

10.01.4 The contract between the District and the participating member of the bargaining unit shall be consummated on or before May 1<sup>st</sup>. The member may be accompanied by an Association representative in any meeting he/she attends with the District pursuant to this Article.

10.01.5 On or before May 18, the District shall provide the Association with a list of the members of the bargaining unit who will be participating in the pre-retirement reduced work-load program.

10.01.6 A member of the bargaining unit who has entered into a contract with the District to participate in the pre-retirement reduced work-load program shall have five (5) days from the date of his/her signing the contract to revoke such contract.

10.01.7 A member may terminate his/her contract with the District prior to March 1 of any school year. The member shall be entitled to return to full-time service prior to the commencement of the school year.

### **10.02 Procedure**

10.02.1 Eligibility. Member must:

- a. Be no less than 55 years of age at the time the contract is entered.
- b. Have completed ten (10) years in a full-time certificated position.

- c. Have served full-time for the preceding five (5) years with no break in service as specified in Education Code, Section 44922, and STRS rules and regulations.

#### 10.02.2 Application

- a. Member must apply to the Human Resources Director in writing with a copy to the site/program administrator.
- b. Applications must be received in Human Resources by March 15 of the school year preceding entry into the program.
- c. Final action on all applications must be completed by April 15<sup>th</sup>.
- d. Prior to approval of the contract, the member shall be given a statement showing the following information related to the proposed employment under the reduced workload contract:
  - i. The level of service to be rendered (e.g., either the number of days per year or the number of hours per day) for the term of the contract.
  - ii. The annual rate of pay for the first years' service.
  - iii. The total retirement contribution to be paid by the employee.
  - iv. All amounts to be deducted from the member's salary and the purpose of each deduction.
  - v. The group coverages applicable to the member and the effect, if any, of the member's acceptance of a reduced workload contract, on those coverages, for the first years' service.

#### 10.02.3 Options. Member may opt, with District approval, to:

- a. Perform service for a minimum of half days for a full year.
- b. Perform service full-time for a minimum of a half year.
- c. The service requirements specified in subdivisions a and b, at the discretion of the Human Resources Assistant Superintendent/designee may be fulfilled at any time within the current fiscal year for which retirement credit is sought.

#### 10.02.4 Remuneration

- a. Salary shall be proportionate to the time served, but that time shall not be less than one-half of an annual basis.
- b. Member shall retain all other rights and benefits for which the member makes payments that would be required if the member remained in full-time employment and the health benefits provided in Section 53201 of the Government Code as if the member were full time.



- c. Retirement contributions and benefits shall be maintained as if the member were full time.

#### 10.02.5 Contract

Members shall sign a contract no later than May 1 of the year preceding service under this term.

#### 10.02.6 Term

- a. The total amount of time in which a member reduces his or her workload pursuant to this article shall not exceed 10 school years.
- b. The member may terminate the contract in accordance with subparagraph 10.01.7.

## **Article 11. SALARY SCHEDULES**

### **11.01 Certificated Salary Schedules**

Base salaries, hourly rates and all stipends (Exhibits D1-D9 and F1, shall be increased by a total of 1.8% effective November 1, 2018.

The District will make permanent the additional non-instructional Practitioner Workday as it exists in Article 8, section 8.02.2.

The District shall provide a one-time off schedule payment equal to 2.00% of each member's new annualized (for the full or partial period between July 1, 2018 and June 30, 2019) base salary and stipends included in contract as of November 1, 2018. The one-time off schedule payment will be paid no later than December 21, 2018.

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.

### **11.02 Future Salary Schedule**

A sub group of both bargaining teams will continue the work of creating a new professional salary schedule that will promote quality teaching and make teaching competitive with comparable professions. The goal is to significantly increase the teacher salary schedule to be competitive with the education labor market and comparable professions. The goal is to increase the base, provide incentives and rewards for knowledge and skills, and reward for additional instructional responsibilities and leadership

11.03 The certificated special assignment schedule is shown as Exhibit D-6.

11.04 Extra-curricular class activities stipends are shown as Exhibit D-7.

11.05 Athletic services stipends are shown as Exhibit D-8.

11.06 Leadership/support staff stipends are shown as Exhibit D-9

11.07 Early Childhood Education salary schedule is shown as Exhibit F-1.

11.08 Adult Education hourly rates are shown on Exhibit D-4.

All increases provided by this Article shall be rounded to the nearest dollar as shown in the attached schedules.

## **Article 12. PROFESSIONAL DUES AND PAYROLL DEDUCTIONS**

### **12.01 Professional Dues**

- a. Any unit member who is a member of the union (SJTA/CTA/NEA), or who has applied for union membership, may sign and deliver to the Association membership form authorizing deduction of unified membership dues, initiation fees and general assessments in the Association. Such authorization shall continue in effect from year-to-year unless revoked in writing with the Association. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the unit member each month for ten (10) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately pro-rated. The Association does not need to submit a copy of the written authorization to the District before commencing payroll deductions, unless a dispute arises about the existence of terms of the authorization.
- b. With respect to all sums deducted by the District pursuant to information provided by the Association for membership dues, the District agrees to remit promptly such monies to the Association accompanied by an alphabetical list.
- c. The Association shall deliver to the Human Resources department a listing of those unit members who decline to join the union.
- d. The Association shall indemnify the District against claims regarding dues deductions made in reliance on information provided by the Association.
- e. If the District has properly processed all information provided by the Association, the Association agrees to pay to the District all legal fees and legal costs incurred in defending against any court action and/or administrative action challenging the legality or constitutionality of deductions for union dues (and to pay any judgment or settlement liability arising out of such challenge).
- f. The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.

### **12.02 Payroll Deductions**

- a. Upon appropriate written authorization from the member, the District shall deduct from the salary of any member and make appropriate remittance for annuities, credit union, or any other plans or programs approved by the Association or the District.

## 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.
- 13.02 "Instructional Day": a day when students are in attendance and that time each day during which students are required to be in school unless otherwise provided for in this contract.
- 13.03 "Daily rate of pay": the member's annual basic salary divided by the number of calendar Work days he/she is required to render service.
- 13.04 "District, Board, or Administration": management of the San Juan Unified School District.
- 13.05 "Governing Board": the San Juan Unified School District Board of Education.
- 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.
- 13.07 "Minimum instructional day":
  - 200 minutes for Kindergarten
  - 230 minutes for grades 1-3
  - 240 minutes for grades 4-12
- 13.08 "Work day": a day when the administrative offices of the District are open.
- 13.09 "Working day": any designated work day on the member's school year calendar.
- 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.
- 13.11 "Teacher on Special Assignment (TOSA)": members assigned to District-wide non-supervisory curriculum and program responsibilities working with staff and/or students.
- 13.12 "Domestic Partners": shall be defined as provided in state law.
- 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 Contract Provisions. Adult Education Teachers included in the bargaining unit, under Exhibit A, shall be entitled only those rights under this agreement which are specified below:

14.01.1	Article 1	Contract Provisions
14.01.2	Article 2	Grievance
14.01.3	Article 3	System of Professional Growth
14.01.4	Article 4	Transfers (except section 4.3)
14.01.5	Article 5	Leaves
14.01.6	Article 6	Member Safety and Protection
14.01.7	Article 9.2	Member Travel Eligibility
14.01.8	Article 10	Pre-Retirement Reduced Work-Load Program
14.01.9	Article 12	Professional Dues and Payroll Deduction
14.01.10	Article 13	Definitions
14.01.11	Article 16	Due Process
14.01.12	Exhibit "D"	Salary Schedule

14.02 Salary. The salary schedule for Adult Education teachers is set forth in Exhibit D-4.

14.02.1 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 D-4.

14.03 Employee Benefits.

14.03.1 Employee benefits will be applied in Section 14.03.2 in accordance with the following qualification guidelines:

- a. Adult Education teachers who were employed during the first term of the 1983-84 school year are eligible to receive employee benefits in the following manner:
  - i. An Adult Education teacher whose teaching assignment is from eight (8) to fourteen (14) hours per week is entitled to one-half (1/2) benefit status.
  - ii. An Adult Education teacher whose teaching assignment is fifteen (15) or more hours per week is entitled to full benefit status.
- b. Adult Education teachers whose employment date is January 3, 1984 or later are eligible to receive the District's employee health and welfare benefits in the following manner:
  - i. In order to qualify for benefits, an Adult Education teacher must have an Adult Education teaching assignment of 10 or more hours per week for a minimum of 10 weeks (one Adult Education term)

with the anticipation of the assignment continuing for 10 or more hours per week in a succeeding 10 week term.

- ii. An Adult Education teacher whose teaching assignment is 10 or more, but less than 15 hours per week, is eligible to participate in a District-approved tax sheltered annuity.
- iii. An Adult Education teacher whose teaching assignment is 15 or more, but less than 17.5 hours per week, is eligible for 50% benefits.
- iv. An Adult Education teacher whose teaching assignment is 17.5 or more, but less than 22.5 hours per week, is eligible for 75% benefits.
- v. An Adult Education teacher whose teaching assignment is 22.5 or more hours per week is eligible for full (100%) benefits.
- vi. An Adult Education teacher's benefit eligibility status may change upward during an Adult Education term if the hourly teaching assignment is increased. If the hourly teaching assignment decreases sufficiently during the term to warrant a change in the benefit status, the downward adjustment will be made only at the end of that term.

14.03.2 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 \$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 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.

- 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. Life insurance coverage will be raised to \$100,000 basic term, effective 11/01/1998.

14.03.3 Dependent Coverage

The District agrees to provide 75 percent dependent medical coverage for full-time adult educators entitled to receive fringe benefits.

14.04 Calendars

14.04.1 The District shall notify Adult Education teachers, who are scheduled to teach. The member shall indicate to the District, in writing, his/her availability for

such assignment by the date indicated on the teacher assignment notification. (Exhibit "G").

14.04.2 Prior to the beginning of instruction, the District shall provide the Association a list of Adult Education teachers scheduled to teach during a given school year and the assignment profiles of each teacher.

#### 14.05 Adult Educators Moving into K-12

14.05.1 SJUSD Adult Education teachers who transfer into the K-12 program shall be given year-for-year credit on the salary schedule for experience as an Adult Education teacher, not to exceed eleven (11) years, provided they have:

- a. Taught at least 810 instructional hours in an Adult Education Program during each school year that the teacher wishes to transfer credit to a K-12 program (742.5 instructional hours for those programs where there were only 33 weeks in the entire program).
- b. 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).

14.05.2 For those adult educators who have permanency in the Adult Education programs and who the District determines to hire into the K-12 program, such persons will receive year-for-year credit on the regular salary schedule for each year in the Adult Education 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 Adult Education program. Upon being hired into the regular program, such person will retain his/her permanent status in Adult Education during his/her probationary period in the regular program and, upon being hired for a third consecutive year, shall elect whether to retain permanency in Adult Education or become permanent in the regular program.

14.05.3 Transfer of adult educators to a K-12 program shall occur through the voluntary transfer procedure in the contract, similar to the way Preschool teachers transfer to a K-12 program.

14.05.4 Adult Education teachers shall be considered for K-12 positions prior to the assigning of new employees in accordance with Section 4.04.

14.05.5 Adult educators shall be given first consideration for all Adult Education teaching positions for which they are qualified.

#### 14.06 Adult Education Evaluation

14.06.1 The formal evaluation procedures outlined in Article 3 of the contract are applicable for Adult Education teachers working in programs that are at least 33 weeks in length and teach an average of at least 15 hours per week in those programs, or are teaching classes for which high school credit is given.

14.06.2 Any official District form used for evaluation of Adult Education teachers shall be as mutually agreed upon by the District and the Association.

#### 14.07 Mileage

- 14.07.1 Adult Education teachers who are assigned to more than one work site shall be reimbursed at the District reimbursement rate for travel between work sites so long as there is not more than ninety (90) minutes between work assignments.

#### 14.08 Prep

Adult Educators that teach scheduled classes which are publicly financed and state mandated (these include those offered in K-12 including ESL, Citizenship, high school completion, high school equivalency, college/career readiness) will have the following guidelines apply:

- 14.08.1 For every six (6) hours of instructional time, or a portion thereof, the Adult Educator shall receive one (1) hours of preparation time paid at the hourly rate of the instructor (e.g., a class with 26 hours of instructional time would receive five (5) hours of preparation time).
- 14.08.2 For scheduled classes that are taught by part-time Adult Educators which are publicly financed and state mandated (these include those offered in K-12 including ESL, Citizenship, high school completion, high school equivalency, college/career readiness) the same formula will apply (e.g., a class with 12 hours of instructional time would receive two (2) hours of preparation time).

The preparation hours will not be added to the instructor's FTE and will be paid consistent with Exhibit D-4.

Fee-based (non-publicly financed classes), Community Education classes and instructors are not included in the preparation time formulas.

Members that currently receive preparation time as agreed to between the District and the Association in the February 22, 1988 settlement will continue to receive their prep time according to that agreement. That agreement provides 15 minutes of prep for every one hour of instruction.



## **Article 15. SCHOOLS OF INNOVATION**

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

### **School Wide Learning Support Team Joint Committee**

SJTA and the District agree to form a core team that will meet regularly throughout the 2015-2016 school year to help design, guide and implement prototypes at Encina, Starr King, and the following schools in the Citrus Heights Region (Arlington Heights, Lichen, Sylvan and Mesa Verde).

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

The District and SJTA agree to add the following language to the bottom of the Extra Curricular Class Activities Stipends form: Schools with unused Extra Curricular Class Activities stipends who wish to alter the application of those stipends may present innovative proposals to their Site Leadership Team and School Site Councils for approval.

**Article 16. BARGAINING UNIT MEMBERS' JUST CAUSE, DUE PROCESS AND PROGRESSIVE DISCIPLINE**

**16.01 Purpose**

- 16.01.1 This Article is to establish just cause, due process, and progressive discipline for disciplinary action affecting bargaining unit members. These provisions govern progressive discipline for all bargaining unit members short of dismissal or suspension in excess of fifteen (15) days.
- 16.01.2 No bargaining unit member will be disciplined, reduced in rank or compensation, nor otherwise subjected to adverse action as a result of alleged misconduct, without "just cause", unless otherwise specifically addressed in this Agreement. Applicable standards of "just cause" are those promulgated by the American Arbitration Association, Department of Education and Training, herein included as Exhibit "H" to the Agreement. While conformance with such standards is an expectancy during all disciplinary considerations, satisfaction of such standards shall not constitute a "threshold issue" to a full merit's review.
- 16.01.3 The parties endorse the utilization of the Agreement and the contractual grievance and arbitration proceedings. Any alleged misconduct which can be remedied by progressive discipline must be remedied in accordance with this Agreement.
- 16.01.4 District action to terminate any extra assignments remunerated on the Certificated Special Assignment Schedules (Exhibits D-5—D-8 ) beyond the employee's regular classroom assignment shall not be reviewable under this Article. The District's decision not to reemploy a probationary employee shall not be subject to this Article.

**16.02 Mutual Protocols:**

The District and the Association agree to conform to the following in order to provide for fair, thorough and objective joint consideration in any proceeding.

- 16.02.1 Full good faith disclosure of known facts, circumstances, and evidence pertinent to any issue under consideration.
- 16.02.2 Diligent joint effort to effect appropriate confidentiality, proper interpersonal behavior, and objective communication during initial consideration and subsequent review of any disciplinary issue.

**16.03 General Provisions:**

**16.03.1 Representation:**

Upon request, bargaining unit members have the right to secure and utilize Association representation for any disciplinary considerations.

**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 3.09.5.

### 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 3.09 "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.

### 16.04 Grounds:

16.04.1 Grounds for "progressive discipline" under this Article include, but are not limited to, the following dismissal categories derived from the California Education code:

- a. Immoral or unprofessional conduct.
- b. Dishonesty.
- c. Violation of or refusal to obey the school laws of the State or reasonable rules prescribed by the District.
- d. Occasions of use of alcoholic beverages or other drug abuse which makes the bargaining unit member unfit to instruct or associate with children.

### 16.05 Levels of Progressive Discipline:

Progressive discipline shall function as a graduated system of penalties for continued infractions. (Exhibit "L").

16.05.1 Administration of disciplinary action shall conform to the following progression:

- a. Informal Level

The parties believe that disciplinary questions and/or issues are best resolved by means of objective discussion between administrators and bargaining unit members. This may result in a verbal warning. This is the first level prior to formal discipline.

- b. Formal Level

Refer to 16.06 for implementation of the levels listed below.

- i. Written Warnings

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

- ii. Written Reprimand

Written reprimands for placement into the bargaining unit member's personnel file constitute the second level of formal discipline. The District must append to the reprimand any prior written warnings and/or reprimands which are to be relied upon for any purpose.

iii. Suspension Without Pay

A second written reprimand for placement into the bargaining unit member's personnel file, including suspensions without pay (not to exceed fifteen [15] working days), shall constitute the third level of formal discipline. The District must append to the reprimand any prior written warnings and/or reprimands which are to be relied upon for any purpose.

16.05.2 While progressive discipline levels may not be bypassed arbitrarily or capriciously, it is mutually recognized that certain conditions warrant full or partial bypass of such levels:

- a. The District retains its right to suspend with or without pay in accordance with the California Education Code. In the event the District subsequently seeks to invoke formal discipline short of dismissal under grounds covered by this Article, such action will be governed under the provisions of this Agreement. If the District attempts to suspend an employee under the Code, and fails, the District is prohibited from attempting to impose any discipline under this Article for the same offense.
- b. "Gross Misconduct" warranting immediate implementation of dismissal proceedings in accordance with the California Education Code.
- c. Serious misconduct of such a critical nature that, in the evaluation of the Arbitrator, it justifies bypassing earlier levels of progressive discipline.

16.06 Procedures and Sequence Governing Implementation of Formal Discipline

16.06.1 Notice to Member and Opportunity to Respond

If informal discussions (16.05.1.a) do not resolve the matter, prior to implementation of formal discipline, (written warning, written reprimand, or suspension) bargaining unit members will be provided with written draft of concerns, charges, and/or allegations along with pertinent circumstances/facts giving rise to such concerns, charges, and/or allegations within fifteen (15) working days after the circumstances/facts were known or should have been known.

16.06.2 After receipt of the written statement described immediately above, the bargaining unit member shall have ten (10) working days to obtain clarification and present a response if so desired.

16.06.3 Administrative Action

The administrator shall then have ten (10) working days to consider the matter and transmit a written decision to the bargaining unit member communicating his/her findings on the issues in the dispute, a disposition with reasons as to whether formal discipline should be levied.

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.

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

16.06.5 Formal discipline will be affected in conformance with the following provisions:

- a. Written reprimands shall not be placed in a member's personnel file, and suspensions shall not be implemented until the grievance procedure is exhausted, if the member initiated review under 16.06.4.

#### 16.07 Arbitrator's Charge

The Arbitrator is fully empowered to review formal discipline in accordance with provisions of this Agreement and the standards of just cause herein delineated.

#### 16.08 Adverse Documentation

Adverse documentation may be removed from the personnel file, consistent with section 3.09.10 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.

#### 16.09 Understanding of Interpretation and Administration

The Association and the District agree that the "Bargaining Unit Members' Just Cause, Due Process and Progressive Discipline" Article should be interpreted and administered consistent with the following understanding:

16.09.1 That procedures and/or evidentiary documentation relevant to statutory dismissal proceedings are separate from the Progressive Discipline Article.

16.09.2 That the clause "reasonable rules prescribed by the District" in the Progressive Discipline Article, Section 16.04.1.c includes, in addition to District rules, the rules contained in the Collective Bargaining Agreement.

16.09.3 That documents purged from personnel files in accordance with this Agreement will be sealed in envelopes and stored in a strictly confidential file. Access shall be limited to the Superintendent's designee only for possible use in dismissal proceedings or in response to an official order.

Arbitrator's findings concerning allegations in such documents shall be attached to the documents.

## **Article 17. ASSOCIATION RIGHTS**

### **17.01 Association Day**

The third Wednesday of every month shall be designated as an Association Day. During this day, no District or site meetings involving bargaining unit members shall be scheduled.

### **17.02 Association Representation on Committees**

The Association may appoint one representative for any District-wide committee that includes a member of the certificated bargaining unit.

### **17.03 Communications developed and sent out jointly by District and Association may utilize the District mail system.**

### **17.04 If a school directory is printed, it shall contain the names of the Association officers and bargaining team members. The Association office address and telephone numbers shall also be included in the directory. This information shall be contained on a separate page and shall be listed as a separate item in the Table of Contents.**

### **17.05 Faculty Representatives (FR)**

The District and Association mutually recognize the importance of a good working relationship and the role of the members of the Association's Executive Board and the certified (by the Association President) faculty representative (hereinafter "FR") in that relationship. The FR(s) at each site shall serve to improve that relationship by fulfilling their responsibilities.

17.05.1 The FR (the lead representative/designee at schools with more than one (1) FR) shall meet with the site administrator at a regularly scheduled time to discuss mutual concerns including, but not limited to, school related issues, the inclusion of a joint statement(s) in the staff bulletin(s), and the placement of Association business on the general faculty meeting agenda.

17.05.2 The FR (the lead representative/designee at schools with more than one (1) FR) shall have five minutes during the general faculty meeting (8.10.12) for conducting Association business. The reps and the administrator will mutually agree upon the placement of the SJTA portion/time during the general faculty meeting. If the faculty reps and the administrator are unable to reach a mutual agreement, the placement of the SJTA Rep time on the general faculty meeting agenda will be at the discretion of the site administrator. It will be the administrator's responsibility to ensure the five minutes are available within the period allotted for the meeting.

17.05.3 Any member certified by the Association President as an FR (or the lead representative at schools with more than one (1) FR) shall have such service count as two (2) non-instructional activities for purposes of the three (3) non-instructional activities per semester limit. For schools with a lead FR, the other FR's at that site shall have such service count as one (1) non-instructional activity for the purposes of the three (3) non-instructional activities per semester limit.

17.05.4 Association activities which comply with Education Code shall be allowed as Professional Growth Activities. Clock hours shall not exceed 15 per semester.

The FR shall be granted one (1) in-service credit for salary group placement for each so designated 15 hours under this section.

#### 17.06 Notice of, and Opportunity to Oppose, Third-Party Requests for Members' Information

The District will notify the Association of any third-party requests for unit members' contact information or requests made under the California Public Records Act related to member discipline, evaluative, or other personnel-record information, within three (3) work days of receiving the request.

17.06.1 The Association shall be given five (5) work days to object to disclosure of the requested information and/or raise potential concerns before the District responds to the requester.

17.06.2 The Association shall be given five (5) work days to notify individual unit members of the request and provide them the opportunity to object to disclosure of the requested information and/or raise potential concerns before the District responds to the requester.

Days listed in sections 17.06.1 and 17.06.2 above will run concurrently.

#### 17.07 Notice of all Bargaining Unit Members

The district shall provide the information requested in Exhibit E by the end of the month identified.

#### 17.08 Membership Withdrawal

All requests to stop paying dues or drop membership from San Juan Teachers Association shall be handled by the San Juan Teachers Association. The District agrees to redirect all requests from members to drop SJTA membership to the Association office.

**Article 18. PROBATIONARY TEACHERS**

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



**Article 19. PROFESSIONAL GROWTH FOR CREDENTIAL RENEWAL**

SB 1209 REMOVED THE PROFESSIONAL GROWTH REQUIREMENT FOR THE RENEWAL OF PROFESSIONAL CLEAR CREDENTIALS (K-12).

## **Article 20. SUMMER SCHOOL PERSONNEL SELECTION**

- 20.01 The decision as to which unit members are recommended for summer school employment shall rest with the summer school site administrator. In making these decisions, the summer school site administrator shall consider, but not be limited to, the following criteria as indicated by the application form and individual interview, if appropriate:
- 20.01.1 Summer school unit members shall be selected without regard to their regular year site assignment.
  - 20.01.2 Major and/or minor field of study.
  - 20.01.3 Appropriate teaching credential.
  - 20.01.4 Members of the bargaining unit shall be given first consideration for summer school.
- 20.02 The Human Resources Department shall post a notification concerning summer school application openings on the District webpage. Unit members shall have a period of at least four weeks in which to make a formal application for summer school employment. Any member not selected for summer school will be notified within ten (10) days of the selection process.
- 20.03 Assignments shall be made from those unit members who have an application on file with the Human Resources Department.
- 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).
- 20.05 The hourly rate set at the beginning of summer school shall remain the same for the full summer school period.
- 20.06 Class size in summer school shall mirror class size as articulated in Article 7. If a member agrees to take additional students beyond the contractual maximum class size, they will receive additional hours of compensation per day payable at the Certificated Special Additional Assignment Schedule (Exhibit D-6) rate as follows:
- 20.06.1 1-4 students = 1 hour
  - 20.06.2 5-8 students = 2 hours
  - 20.06.3 9-12 students = 3 hours

## **Article 21. EARLY CHILDHOOD EDUCATION**

21.01 Contract Provisions. Early Childhood Education teachers included in the bargaining unit under Exhibit A shall be entitled only those rights under this Agreement which are specified below:

21.01.1	Article 1	Contract Provisions
21.01.2	Article 2	Grievance
21.01.3	Article 3	System of Professional Growth
21.01.4	Article 4	Transfers (except Section 4.03)
21.01.5	Article 5	Leaves
21.01.6	Article 6	Member Safety and Protection
21.01.7	Article 9	Employee Benefits
21.01.8	Article 11	Salary Schedule
21.01.9	Article 12	Professional Dues and Payroll Deduction
21.01.10	Article 13	Definitions
21.01.11	Article 16	Just Cause, Due Process and Progressive Discipline
21.01.12	Exhibit F	Salary Provisions

### **21.02 Pre-School 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. 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.

### **21.03 Child Development Permit Teachers**

21.03.1 The director shall distribute a tentative calendar on or before July 1 or each year to all Child Development Permit Teacher (CDPT) unit members, and the CCPT unit member shall indicate their non-responsibility days and return the calendar to the director. The scheduling of non-responsibility days shall be mutually agreeable between the director and the teacher affected. In the event mutual agreement is not reached, the scheduling of non-responsibility days shall be made in the order of requests provided to the director, the scheduling of non-responsibility days shall be accomplished in an equitable manner, which means first-come, first served by program, if CDPT substitutes are available.

21.03.2 Two non-responsibility work days shall be scheduled on permit teachers' regular employment calendar. The scheduling of the days and the program

activity shall be mutually agreed upon by the director and the member affected. In the event mutual agreement is not reached on the scheduling, the director shall make the decision based on the needs of the program. In the event agreement is not reached on the program activity, the director shall be responsible for assigning the activity for one-half the time (either two half-days or one of the two full days). The member shall be responsible for determining how he/she shall use the remainder of the time and shall submit a written plan in advance to the director.

#### 21.04 Staff Advisory Committee

The Staff Advisory Committee will continue to include a voluntary representative from the Preschool programs. The Director will continue to share program budget information at these meetings.

#### 21.05 Future Considerations

The parties shall continue to address mutual interests. As these interests are reduced to contract language, they will become part of the collective bargaining contract through the regular procedures.

#### 21.06 ECE Salary Schedule

The salary schedule for Early Childhood Education teachers is set forth in Exhibit F-1. Early Childhood Education members participating in instructional, co-curricular, professional development beyond the regular workday and work year, shall be compensated at the extra assignment rate per Exhibit D-6.

#### 21.07 Involuntary Transfer Process

For the purpose of the Involuntary Transfer Process, the parties agree that ECE is a district-wide program. In the event a program or class is moved from one site location to another site location due to program approach or enrollment needs, and the unit member's classification job title and job profile remain the same, the unit member in the affected position shall move to the new site and maintain the same job title and job profile.

21.07.1 A member who is initially identified as affected, due to the Board approved reductions, or the closure of a program due to declining enrollment at an ECE site, or necessary program approach changes based on grant requirements, shall be identified as surplus staff. Members shall be notified in writing of the time and place to appear to make their choice no later than 10 working days after Board Action.

Involuntary transfers shall be made by reverse district-wide seniority in job title at the site where the reduction is identified.

Members identified as surplus staff shall have an opportunity to choose from existing vacancies in district-wide seniority order with the most senior member choosing first. Under no conditions shall a member be required to take a position with reduced hours or pay.

- a. Members being involuntarily transferred shall be notified by e-mail of the time and place to appear, in order of district-wide seniority, to make

position choices from the list of accumulated vacancies. Each member shall select two (2) positions for which he/she is eligible (credential/permit, and/or degree/unit requirements.) At least one (1) must be the same profile to which the member is currently assigned. If the member selects in this manner, he/she shall be given one (1) of the positions so selected.

If the member is eligible for two (2) positions and selects one (1), or does not meet criteria in a. (above), he/she may be given that position at the discretion of the Assistant Superintendent of Human Resources, or designee, or the District may pass.

- b. A member who chooses to delay his/her selection or does not appear at the time and place, as notified pursuant to section a. above, shall be placed by the District. This does not preclude the member from applying for any vacancies that appear subsequent to the surplus date. If the position for which he/she is eligible as defined above reopens at the member's previous assignment location, the member has return rights to his/her previous assignment if it is reinstated or becomes vacant during the school year in which he/she has begun the new assignment. The member shall be notified by the District of the vacancy and the member shall declare his/her intention to return within three (3) working days of such notification. If the member returns to his/her previous assignment under this section, the member's rights shall be the same as if he/she has not been involuntarily transferred. Members placed by the District to a position at the end of this cycle shall have the option of placing themselves on the list of involuntary transferees the following spring.

## 21.08 Definitions

- 21.08.1 "Job Title": refers to the position title without regard to the knowledge, skills, experience, and education of the individuals currently performing the job.
- 21.08.2 "Job Profile": refers to the specific work year calendar, workdays and work hours of an employee's job

## 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 services 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 Contract Provisions.**

Independent Study 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:

#### **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 Student Load—Auxiliary**

- a. 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 0.50 master student. While master students have priority, teachers will take on co-enrollment until maximum student load is achieved.
- b. 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 a and the administrator with final approval by site administration.
- c. Orientation: A teacher who facilitates orientation will have master student load reduced by one master student.
- d. 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**

- 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 and Back-to-School Night, facilitating testing.

- c. 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 ensure 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 supervision 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. The committee would decide curriculum teams, curriculum to be developed and oversee the curriculum writing progress during the school year.
  - ii. Teachers who are interested in writing new curriculum will submit a proposal to the team for review and will be expected to meet with the team on a monthly basis to review progress.

22.01.3      Article 11      Salary Schedule

Independent Study teachers shall be placed on the K-12 salary schedule, Exhibit D-1.

## **Article 23. HOME/HOSPITAL**

23.01 Contract Provisions. 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:

### 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 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.

23.03.3 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.

23.03.4 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.

### 23.04 Salary

Beginning July 1, 2016, Designated Home/Hospital teachers shall be placed on the regular K-12 salary schedule (Exhibit D-1) for 0.60 FTE for the assignment of three (3) full-time students (or 18 hours per week), which includes preparation time. For each

newly assigned student, Designated Home/Hospital teachers will be paid a pro-rata share of their per diem rate and shall receive a pro-rata share of preparation time, per each additional student.

23.05 Benefits

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

## **Article 24. CREATING AND SUSTAINING A COLLABORATIVE CULTURE**

### **24.01 Statement of Intent**

The District and Association agree to take responsibility and be held accountable for the improvement of the quality of teaching and learning which represents an expanded role in public education. It is in the best interest of the San Juan Schools that the District and the Association cooperatively engage in activities and communication which demonstrate mutual respect for all stakeholders and results in the improvement of student achievement through the development of common goals, a cooperative, trusting environment, and teamwork. It is the belief that actively and constructively involving all relevant stakeholders contributes significantly toward achieving these goals.

Shared responsibility and accountability for results are at the core of a continuous improvement model. Joint responsibility for student success means that educators share in celebrating what works and share in identifying together areas that are not working and are in need of improvement.

### **24.02 Recognition of Mutual Accountability**

24.02.1 Recognizing the importance of mutual collaboration, the District and the Association acknowledge that they are both responsible for sustaining a culture to support the continuous improvement model. The 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 At the district departmental 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.

Effective July 1, 2019, Adaptive Physical Education Specialists shall establish an elected leadership team.

Effective July 1, 2019, MTSS support center members shall establish an elected leadership team.

24.02.3 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 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

#### 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 Design and offer training to Leadership Teams in areas such as conflict resolution, leadership development, and the role of an SJTA/District partnership in achieving quality schools.

Effective July 1, 2016, the District and SJTA will jointly design, offer, and lead annual training to Leadership Teams in areas such as conflict resolution, leadership development, internal communication, consultation with site staff, the role of an SJTA/District partnership in achieving quality schools, and additional topics based on results from needs assessments. Compensation for attendance will be at the Certificated Special Additional Assignment Salary Schedule rates (Exhibit D-6).

24.03.2 Establish a professional development program at each site that is research-based.

24.03.3 Establish and train site leadership teams to participate in the decisions that impact the success of the school.

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 School Leadership Teams

##### 24.04.1 School Leadership Teams

The purpose of the School Leadership Team is to focus on the continuous improvement of site culture as defined by teaching, learning and the quality of instruction.

Every School Leadership Team should operate collaboratively, model effective two-way communication, represent and be accountable to staff, involve staff in decision-making and support staff in the implementation of decisions about instructional practice. This includes (but is not limited to): curriculum and assessment consistent with Board policy, professional development, and school initiatives related to teaching, learning, and the quality of instruction.

The District and SJTA agree to establish a Joint Committee within 45 days of the SJUSD Board approving this contract. The purpose of this joint committee is to explore interests and opportunities related to the development of a process that includes practitioner input into grade level assignments and provides feedback to practitioners related to grade level assignment changes at the elementary and K-8 sites. Non-binding recommendations of the committee shall be reported to the respective bargaining teams.

#### 24.04.2 Selection Process of School Leadership Team Members

- a. Each school will be provided the number of staff members for the school leadership team based upon total number of staff members as mutually agreed upon by the District and the SJTA.
- b. Each school leadership team will range from a minimum of four to a maximum of nine including the principal and a vice principal.
- 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. Review the following: Continuum of Emerging Teacher Leadership, the Guidelines for School Leadership Teams, and this Article.
  - ii. Nominations are made by nominating one's self or others and by submitting the names to the faculty representative in writing. This process is not to be done in a public setting. Nominees must be assigned to the site for the following school year and be committed to the criteria and leadership skills outlined in the Continuum of Emerging Teacher Leadership.
  - iii. If the site representative is a nominee, he/she will appoint a designee to oversee the election process.
  - iv. Once the nominations are completed, the names will be placed on a ballot and distributed to all the certificated staff members assigned to that site. Staff members may vote for as many nominees as there are number of members on the Leadership Team, but may only vote for each person one time.
  - v. Secret ballots will be returned to the site representative or designee who, with the site administrator, counts the ballots.
  - vi. The timeline for this process shall include three (3) days for the nomination process and two (2) days for the vote.
  - vii. Eligible voters are those presently at the site. Those certificated staff members who work at more than one site can vote at each site.

- viii. Members elected after January 1, 2016 shall serve a Leadership Team term of two years with no limit on serving consecutive terms. In the event that election cycles result in all terms ending in the same year, terms shall be staggered and determined by lottery or self-selection.
- ix. Any practitioner assigned to the site/program and currently on leave with return rights to that site/program, may vote in the election.
- d. K-8 schools shall have one Leadership Team for the entire school.
- e. Allocation. The Leadership Team will consist of the following number of bargaining unit members based on the number of the members assigned to the site. If a member is split between two (2) or more sites, he/she is counted at all sites for the purpose of Leadership Team member allotment:
  - i. Less than 35 members: 3 Leadership Team members
  - ii. 35-44 members: 4 Leadership Team members
  - iii. 45-54 members: 5 Leadership Team members
  - iv. 55-64 members: 6 Leadership Team members
  - v. 65 or more members: 7 Leadership Team members

#### 24.04.3 Characteristics of School Leadership Team Members

- a. Focuses on the continuous improvement of teaching, learning and the quality of instruction schoolwide.
- b. Participates actively in broadening the base of leadership schoolwide.
- c. Helps develop a collaborative culture throughout the school.
- d. Models leadership for other members of the school community.
- e. Demonstrates willingness and/or the ability to facilitate open, candid, and effective lines of communication with colleagues, parents, and other members of the school community.
- f. Demonstrates mutual respect and trust among colleagues.

#### 24.04.4 Roles and Responsibilities of the School Leadership Team Members

- a. Leadership team members will actively support the decisions of the leadership team and/or the staff as a whole.
- b. Leadership team members will regularly attend leadership team meetings as scheduled by the team. These meetings will be scheduled with sufficient frequency to support the team's work.



- c. Leadership team members will attend annual trainings for the purpose of developing leadership skills and capacity. These trainings may be held outside of the calendar year or outside of the school day.
- d. The leadership team will define tasks and duties among the team members.
- e. The leadership team will define norms for the team and for operating collaboratively.
- f. Leadership team members will represent and communicate with all members of the staff, not solely a specific department or grade level. This includes the development and use of effective feedback loops to elicit input from staff and other site level leadership committees to guide decision-making.
- g. Leadership team members are responsible for implementation of decisions made, in consultation with the staff, that are related to the schoolwide continuous improvement of instructional practices (including curriculum and assessment consistent with Board policy.)
- h. Based on staff feedback, the leadership team will design and facilitate professional development and learning opportunities in the school aligned to district/school priorities.
- i. In consultation with the staff, the leadership team will coordinate, analyze and evaluate initiatives that are in alignment with the school board's adopted goals and the school's priorities.
- j. The leadership team shall establish inquiry practices within the school, including the securing of evidence and data, so that an environment conducive to analysis and student learning is created.
- k. The leadership team will have knowledge of the resources necessary for establishing a successful learning community.

#### 24.04.5 Conflict Resolution Process

Leadership teams shall be responsible for self-management and for resolving concerns about individual team members' participation and/or fulfillment of responsibilities and tasks. In the event an issue is unresolvable within the team, any leadership team member may request a mediated process that shall be jointly designed and facilitated by one designee from both SJUSD and SJTA.

#### 24.04.6 Site Innovations

If any aspect of a proposed Leadership Team plan is contrary to the terms of the collective bargaining agreement, an approval must be obtained from the Association and the Board of Education.

#### 24.04.7 Collaborative Decision-Making

School Leadership Teams are encouraged to consider the nature of decision-making in their school and to explore research-based approaches to collaboration in decision making that involve all stakeholders. A feedback

instrument developed jointly by the District and the Association shall be used at each school on a regular basis to self-assess the collaborative culture of the school and the progress of the School Leadership Teams in the area of participative decision making, trust, teamwork, communication, conflict management, efficacy of meetings, accountability, and results.

Substantive issues, policies, programs and decisions that arise from Article 24 are not subject to the grievance procedure unless they are alleged to violate other terms of the collective bargaining agreement. It is in the best interest of all parties that disputes are resolved at the school level, however, the District and Association recognize that there may be occasions in which members of the School Leadership Teams, or entire school staffs, may require assistance and/or additional training in dispute resolution. Challenges and/or disputes that may occur within the purview for the School Leadership Teams will be resolved through a process of mediation that is conducted jointly by the District and Association and/or outside mediation.

#### 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 consistent with Exhibit D-9.

#### 24.04.9 Implementation and Review

The provisions of Article 24 shall be evaluated at least semi-annually consistent with the provisions of Article 24.04.7 and other relevant data and staff input. The purpose of the implementation and evaluation process is to continue to analyze areas within this Article that require modification, identify additional training needs, and to continue to improve the collaborative culture focused on improving teaching and student learning and student achievement.

#### 24.04.10 Resignation and Forfeiture

- a. If an elected member of a Leadership Team is unable or unwilling to complete his/her two year term, he/she may resign for the Leadership Team by notifying the Leadership Team of his/her intention to do so.

If the resignation occurs prior to March 1 of the second year of the term, a special election will be held within three weeks. The election in such cases will be for the remainder of the term vacated.

If the resignation occurs on or after March 1 of the second year of the term, a special elections will be held within three weeks. The election in such cases will be for the remainder of the term vacated, plus the normal two-year term of a Leadership Team member.

If an elected member of the Leadership team takes a leave of absence lasting more than three months and less than two years, but does not wish to resign and fully intends to return to his/her role on leadership at the conclusion of his/her leave, the site may elect a temporary person to fill the seat during the period of absence. The election shall be carried out in accordance with the provisions of Article 24.04.2. During his/her leave, a member will not receive the stipend for serving on leadership. During his/her period of service, the member serving in the temporary position

will receive a pro rata share of the Leadership Team stipend based on days of service in that capacity.

- b. If an elected member of a Leadership Team is unable or unwilling to attend 70% of the scheduled meetings during the course of a school year, he/she forfeits the remainder of the term for his/her seat on the Leadership Team at the end of that school year.

An election will be held to fulfill the remainder of the term for which the seat was vacated. The member who forfeited his/her seat is eligible to be elected for that seat. If a member who has forfeited his/her seat is re-elected, and multiple seats are available, the member who forfeited his/her seat shall be assigned to finish the term of the seat he/she forfeited.

## 24.05 Department Chairs

### 24.05.1 Qualifications

- a. Has permanent status and must serve a majority of the teaching assignment within the department.
- b. Demonstrate satisfactory performance in the classroom.
- c. Has shown willingness and/or ability to facilitate open, candid, and effective lines of communication with colleagues, parents, and other stakeholder groups.
- d. Has demonstrated mutual respect and trust among colleagues.
- e. Demonstrates an ability to promote positive morale and a willingness to mediate misunderstanding.
- f. Advocates and committed to the success of all students and closing the achievement gap.

### 24.05.2 Stipend

- a. Varied stipend amounts and sources of funding to allow for additional department chairs beyond four (4) core curriculum areas.
  - i. Stipend for secondary department chairs of the four (4) core subject areas will be paid at the Department Chair A rate consistent with Exhibit D-9.  
  
1) Stipend for two K-8 middle years department chairs that are departmentalized will be paid at the Department Chair C 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.
  - 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.
  - 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.
- iii. Stipend for next two (2) largest curricular areas based on the numbers of sections will be 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 paid at the Department Chair C rate consistent with Exhibit D-9.

#### 24.05.3 Selection/Dismissal Process

- a. Practitioners shall elect their department chair.
  - i. Secondary: the teachers of the department shall elect their chair.
  - ii. K-8 Middle years sites that are departmentalized: the teachers in grades 6, 7, and 8 shall elect their two department chairs.
  - iii. Any practitioner on leave, with return rights to that site/department/program, may vote in the election.
- b. The site administrator and SJTA representative will oversee the departments election process which includes the following steps and guidelines:
  - i. Nominations are made by nominating one's self or others by submitting the names to the faculty representative in writing. This process is not to be done in a public setting. Nominees must be assigned to the site for the following school year and be committed to the duties and tasks outlined in the contract for department chairs.
  - ii. If the site representative is a nominee, he/she will appoint a designee to oversee the election process.
  - iii. Once the nominations are completed, the names will be placed on a ballot and distributed to the appropriate department members assigned to that site. Each department member may vote once for a nominee. In the situation where there is only one nominee, the department can bypass voting.

- iv. Ballots will be returned to the site representative or designee who, with the site administrator, counts the ballots.
  - v. The timeline for this process shall include three (3) days for the nomination process and two (2) days for the vote.
  - vi. Eligible voters are those presently at the site. Those certificated staff members who work at more than one site can vote at each site.
- c. Terms of the chair shall be two (2) years.
  - d. Disputes concerning duties and tasks described below shall be self-managed within the department. If the issue rises to the level of the principal, he or she shall make specific recommendations for improvement and resolution. During this period, either party may trigger a meditative process that shall be jointly convened by one designee from both the District and SJTA. All correspondence and conversation during the meditative process shall be confidential and shall not and cannot be used in any subsequent formal process involving evaluation or discipline.
  - e. Failure to achieve resolution through mediation, the administrator may remove the department chair. Removal from the department chair position is subject to the grievance process. Department Chairs who have been dismissed will not be eligible to re-apply for the position for two (2) years.
  - f. If a department chair is unable or unwilling to complete his/her two year term, he/she may resign from the role of department chair by notifying the department members, the principal and the site representative of their intention to do so. If the resignation occurs prior to March 1 of the second year of the chair's term, a special election will be held within three weeks to fill the seat. The election will be to fulfill the remainder of the term for which the seat was vacated.

If the resignation occurs on or after March 1 of the second year of the chair's term, a special election will be held within three weeks. The election in such cases will be for the remainder of the term vacated, plus the normal two-year term of an elected department chair.

#### 24.05.4 Duties and Tasks

- a. Facilitates department efforts towards standards based curriculum development, common assessments for like courses, procuring appropriate resource materials, performance based assessment, and effective instruction, including the infusion of technology.
- b. Leads the department in the development of measurable and meaningful annual goals supportive of designated school wide goals as part of the school plan and individual department goals.
- c. Facilitates department discussions on student performance data for the purpose of curricular or instructional modification.

- d. 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.
- e. Serves as a resource to the administration and Leadership Team to assist in creating a culture of continual improvement.
- f. Serves as a liaison between the department and the Leadership Team, administration, the offices of Curriculum and Assessment with respect to student performance, department and school wide initiatives, and professional development, as well as departments.
- g. Coordinates logistical aspects of departmental business, including: textbook adoption, District and State testing, -managing the department budget, and ensuring equity to all members.
- h. Collaborates on behalf of the department with administration and counseling regarding master schedule, articulation, and student placement in the various department courses.

The District and SJTA agree to establish a Joint Committee within 45 days of the SJUSD Board approving this contract. The purpose of this joint committee is to explore interests and opportunities related to the increased practitioner voice regarding master schedule, articulation, and student placement. Non-binding recommendations of the committee shall be reported to the respective bargaining teams no later than March 1, 2019.

- i. Coordinates the representation of the department to the community via parent newsletters, parent meeting, and award nights.
- j. Participates in joint meetings or communication with the Leadership Team and establishes a process of on-going communication to other site leadership committees as needed.

#### 24.06 Teacher in Charge – Elementary

A teacher in charge (TIC) shall be designated on occasions when a school administrator is not on school grounds during the contractual working day. The TIC will be selected from the current members of the staff that are assigned to the site for the following year, at the discretion of the administrator. If the practitioner agrees to serve as the TIC, that practitioner will be provided the following:

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, 2019, the District shall provide a mandatory initial training for all designated practitioners serving in the TIC position who have not previously attended a District provided TIC training, and an optional training for members who previously completed the District provided TIC training. Members that attend shall be compensated consistent with Exhibit D-6, at a minimum of three (3) hours.

24.06.3 Prior to serving in the role of TIC, the school administrator will discuss with the teacher in charge the procedures for emergency response and where written

procedures are kept. A teacher in charge will be provided information related to the school safety protocols.

24.06.4 When assigned, a teacher in charge will assume the duties of the absent school administrator with respect to student supervision and safety in accordance with Board Policy 2250.

24.06.5 A teacher in charge will not monitor or supervise other practitioners at the site. Nor will a TIC contribute or provide input in any way with respect to another practitioner involved in the System of Professional Growth.

24.06.6 In an emergency, a teacher in charge will seek assistance from the district level administrator of the school site in the event that the site administrator is unavailable. Prior to the absence, the school administrator will ensure the teacher in charge is aware of the designated district level administrator who will be available for assistance, including how that individual can be contacted.

#### 24.07 Lead Positions for District Wide Programs

##### 24.07.1 Bargaining Unit Positions with Lead:

- a. Elementary Music Specialists
- b. Elementary Art Specialists
- c. Elementary Physical Education Specialists
- d. Nurses
- e. Speech and Language Pathologists

This list shall be amended by mutual agreement between the District and Association to add or remove leads when it is deemed appropriate.

##### 24.07.2 Release

- a. Effective July 1, 2019, a member who is selected to a Lead position for a program with less than 40 members will receive a 0.40 FTE release to do the work of a Lead as detailed in 24.07.4.
- b. Effective July 1, 2019, a member who is selected to a Lead position for a program with 40 or more members will receive a 0.60 FTE release to do the work of a Lead as detailed in 24.07.4.

##### 24.07.3 Selection

- a. The following shall constitute minimum qualifications for a Lead position:
  - i. A credentialed, or the equivalent certification, bargaining unit member, with permanent status.
  - ii. Five (5) years of recent experience in the district, in classroom instruction and/or direct service to students.

- iii. Demonstrate exemplary ability to support student progress, as indicated by, among other things, effective interpersonal communications skills, subject matter knowledge and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.
- iv. Submit two (2) references from individuals with specific knowledge of his or her expertise as follows:
  - a) A reference from an immediate supervisor or other district administrator.
  - b) A reference from a practitioner.
- b. All applications and references shall be treated with confidentiality.
- c. The term of the Lead shall be four (4) years; however, a member may serve in the position for consecutive terms. At the end of the term, the Lead will need to re-apply for the position if they wish to continue.
- d. Leads will be selected through an interview process. If a leadership team is associated with the program, members of the leadership team will sit on the interview panel. If faculty reps are associated with the Lead position, faculty reps will be represented on the interview panel. In all cases, Association bargaining unit members shall make up a majority of the panel that determines final selection of the Lead.

#### 24.07.4 Dismissal Process

- a. Disputes concerning duties and tasks described below shall be self-managed within the program. If the issue rises to the level of the District administrator, the District administrator shall make specific recommendations for improvement and resolution. During this period, either party may trigger a mediation process that shall be jointly convened. All correspondence and conversation during the mediation process shall be confidential and shall not and cannot be used in any subsequent formal process involving evaluation or discipline.
- b. Failure to achieve resolution through mediation, the District administrator may remove the Lead. Leads who have been removed will not be eligible to re-apply for the position for four (4) years.
- c. If a Lead is unable or unwilling to complete a four-year term, the Lead may resign from the role by notifying the practitioners of the program, the District administrator overseeing the program, and the faculty representative of the intention to do so.

Once a resignation/dismissal process is complete, the position will be made available for application in accordance with section 24.07.3. The individual selected shall begin a new 4-year term.

#### 24.07.4 Duties and Tasks

- a. Leads the practitioners within the program in the development of measurable and meaningful annual goals supportive of designated program wide goals as part of the overall program plan.



- b. Facilitates programmatic discussions related to meeting student needs.
- c. Assists and supports new practitioners to the program as well as veteran practitioners who are struggling in matters related to the goals of the program.
- d. Serves as a resource to the administration and /or Leadership Team to assist in creating a culture of continual improvement.
- e. Serves as a liaison between the program practitioners and the Leadership Team and/or administration, with respect to meeting the needs of students, program wide initiatives, and professional development.
- f. Coordinates logistical aspects of program business, including ensuring equity to all members.
- g. Coordinates the representation of the program to the community via parent newsletters, parent meetings and award nights.
- h. Participates in joint meetings or communication with the Leadership Team and/or administration and establishes a process of on-going communication to other site leadership committees as needed.
- i. Collaborates with administration and Leadership Team and/or administration to coordinate assignments for practitioners.

## **ARTICLE 25. TEACHERS ON SPECIAL ASSIGNMENT (TOSA)**

### **25.01 Contract Provisions.**

The purpose of TOSAs is to support adult and student learning by building capacity through collaborative work with staffs, leadership teams, and administrators throughout the District. TOSAs included in the bargaining unit under Exhibit A, shall be entitled to those rights under this agreement which are specified below and include all relevant exhibits:

25.01.1	Article 1	Contract Provisions
25.01.2	Article 2	Grievance
25.01.3	Article 3	System of Professional Growth
25.01.4	Article 5	Leave
25.01.5	Article 6	Member Safety and Protection
25.01.6	Article 9	Employee Benefits
25.01.7	Article 10	Pre-retirement Reduced Work-Load Program
25.01.8	Article 11	Salary Schedules
25.01.9	Article 12	Professional Dues and Payroll Deduction
25.01.10	Article 13	Definitions
25.01.11	Article 16	Just Cause and Due Process
25.01.12	Article 17	Association rights
25.01.13	Article 20	Summer School Selection

### **25.02 Term.**

25.02.1 TOSAs will serve one, four (4) year term.

25.02.2 TOSAs currently in assignments will serve out their assignment for the remaining years of a four-year term

### **25.03 Selection, Transfer and Return Rights.** All TOSA positions lasting over sixty (60) days will be advertised.

25.03.1 Selection process will be in accordance with Section 4.04.2. Additional selection criteria, including but not limited to high quality communication skills and observation of classroom teaching, shall be developed and mutually agreed upon by the Superintendent or designee and the President of SJTA.

25.03.2 Members applying must have five (5) years of applicable teaching experience in accordance with Exhibit D.

25.03.3 After serving a term as a TOSA, individuals must have served a minimum of two (2) years in a teaching assignment, at a school site, prior to reapplying.

25.03.4 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.

25.04 Hours.

The workday for TOSAs shall be similar to a regular on site teacher workday, inclusive of a 30-minute daily duty free lunch. On days when members are required to begin early or stay later due to presentations, school board meetings, and meeting the needs of staffs at school sites, members may adjust their starting and ending time accordingly by consulting with their manager. If a TOSA is assigned to a school site, the TOSA's day shall be the same as other members on site, adhering to all sections of Article 8, excluding preparation time provisions.

25.05 Work Year

Effective July 1, 2016, the work year for TOSAs shall be 190 days.

The 190 days are flexible, meaning that if the TOSA and his/her supervisor agree to additional days during the summer, an equal number of days shall become non-workdays during the regular year. If there is no mutual agreement regarding the use of flex days, the supervisor may require up to ten flexed days outside their work year calendar.

25.06 Roles and responsibilities will include but not be limited to:

- a. Plan and deliver professional learning opportunities during the school year and during the summer.
- b. Model effective, research-based practices for teachers and administrators which then transfer to classrooms.
- c. Collaborate with school and district groups such as leadership teams, grade level or departments, English language instructional support and student learning.
- d. Pursue professional growth opportunities as related to teacher support and student learning.
- e. Identify optimal resources which support school initiatives and assist in ensuring availability as needed.

## **ARTICLE 26. TEACHER INTERNS**

- 26.01 Interns shall be members of the bargaining unit. Wages, benefits, hours and other terms and conditions of employment covered by this Agreement shall be provided to all interns.
- 26.02 No teacher shall be reassigned for the sole purpose of placing an intern in the teacher's prior assignment.
- 26.03 Interns shall be provided with a master teacher, at the school site, preferably at a similar grade level or subject matter. The existing intern committee shall establish guidelines regarding release time for interns and master teachers to arrange observations and meetings. The funding for release time shall be contingent upon state funding.

## 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, TK-12, Special Education
2. Counselors, Teacher/Counselors, Lead Counselors, K-12, Special Programs and Special Education.
3. Teacher-Librarians, K-12 and Special Education
4. Resource Teachers
  - a. Elementary
  - b. Secondary
  - c. Indian Education
  - d. 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 Specialist
  - c. Itinerant Teacher
  - d. Home/Hospital Teacher
  - e. Adaptive Physical Education
  - f. Home School Teacher
6. Nurses, K-12 and Special Education
7. Early Childhood Education
  - a. Pre-School Teacher

- b. Child Development Permit Teacher
- c. Teacher on Special Assignment (TOSA)
- d. ECE Content Specialist
- 8. Music Teachers, Vocal and Instrumental, K-12
- 9. Athletic Directors
- 10. Driver Education
- 11. Adult Education
- 12. Independent Study
- 13. 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
- 24. Vision and Mobility Specialists

## FORMAL GRIEVANCE

Check One:    Step 1 \_\_\_\_    Step 2 \_\_\_\_    Step 3 \_\_\_\_

Grievant's Name \_\_\_\_\_ Work Location \_\_\_\_\_ Supervisor \_\_\_\_\_

Date Grievance Delivered to Immediate Supervisor \_\_\_\_\_

Grievant's Assignment \_\_\_\_\_ Name of Representative \_\_\_\_\_

Provisions of contract alleged to have been violated:

Paragraph # \_\_\_\_\_ Sub-paragraph \_\_\_\_\_

Statement of facts of alleged violation with dates, names, and places: \_\_\_\_\_

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Remedy sought by Grievant: \_\_\_\_\_

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Date this form filled out

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\_\_\_\_\_  
Signature of Grievant

Please send Original to District - Copies to Principal, Superintendent, Association &amp; Grievant

# San Juan Unified School District 2018-2019 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 - November 9 (12 weeks)

November 13 - March 1 (12 weeks)

March 4 - June 12 (12 weeks)

Strike through days represent "School Recess Days"



# San Juan Unified School District 2019-2020 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	1	2	3	4	5	8	9	10	11	12	15	16	17	18	19	22	23	24	25	26	29	30	31						
August				1	2	5	6	7	8	9	12	13	14	15	16	19	20	21	22	23	26	27	28	29	30	12	12	2	
September	2	3	4	5	6	9	10	11	12	13	16	17	18	19	20	23	24	25	26	27	30				20	20			
October		1	2	3	4	7	8	9	10	11	14	15	16	17	18	21	22	23	24	25	28	29	30	31	21	21			
November					1	4	5	6	7	8	11	12	13	14	15	18	19	20	21	22	25	26	27	28	29	14	14	1 (Elem & K8)	1 (MS & HS)
December	2	3	4	5	6	9	10	11	12	13	16	17	18	19	20	23	24	25	26	27	30	31			15	15			
January			1	2	3	6	7	8	9	10	13	14	15	16	17	20	21	22	23	24	27	28	29	30	31	18	18	1 (MS & HS)	1 (Elem & K8)
February						3	4	5	6	7	10	11	12	13	14	17	18	19	20	21	24	25	26	27	28	15	15		
March	2	3	4	5	6	9	10	11	12	13	16	17	18	19	20	23	24	25	26	27	30	31			21	21			
April			1	2	3	6	7	8	9	10	13	14	15	16	17	20	21	22	23	24	27	28	29	30	17	17			
May					1	4	5	6	7	8	11	12	13	14	15	18	19	20	21	22	25	26	27	28	29	20	20		
June	1	2	3	4	5	8	9	10	11	12	15	16	17	18	19	22	23	24	25	26	29	30			7	7	1		

## Holidays

September 2, Labor Day  
November 11, Veterans' Day  
November 28, Thanksgiving Day  
November 29, Local Holiday  
December 25, Christmas Day  
December 26, 27, 30, 31 Winter Recess  
January 1, New Year's Day  
January 20, Martin Luther King, Jr. Day  
February 17, Presidents' Day  
February 18, Lincoln's Day Observed  
April 10, Local Holiday  
May 25, Memorial Day



## First/Last Day of Service

August 13 - June 10



## Student First/Last Day

August 15 - June 9



## \*Non-Instructional Days

August 13 - Staff Development Day  
August 14 - Teacher Work Day  
November 12 - Elementary & K8 Teacher Work Day  
November 12 - MS & HS Teacher PD Day (optional)  
January 6 - MS & HS Teacher Work Day  
January 6 - Elementary & K8 Teacher PD Day (optional)  
June 10 - Teacher Work Day (185 day or less)

\* 2 Staff Development Days (Legislative-Non ADA): as determined per site

## Work Days

180

## Non-Instructional Days\*

6

## Total Days

186

## Semester Dates - Secondary (MS & HS)

August 15 - January 6

January 7 - June 9

## Trimester Dates - Elementary & K8

August 15 - November 12 (12 weeks)

November 13 - March 6 (12 weeks)

March 9 - June 9 (12 weeks)

Board Approved: 10/09/2018

Strike through days represent "School Recess Days"

## PROVISIONS OF TEACHERS' SALARY SCHEDULE

## 1. GENERAL

Certificated personnel shall be placed on the salary schedule according to experience and training as stated in this term.

## 2. EXPERIENCE (STEP) PLACEMENT

- A. Experience credit is granted on the basis of one step for each year of properly verified certificated experience under contract while possessing an active teaching credential in grades K-12
  - 1). In-district permanent preschool teachers who are placed in the K-12 program shall be given year-for-year credit for experience as a preschool teacher, not to exceed eleven (11) years, for the purpose of placement on the salary schedule.
  - 2). Experience will be given for experience from a public charter school if it was chartered pursuant to California Education code guidelines.
- B. Outside experience under contract shall be limited to ten (10) years of such credit requiring a regular teaching credential for the state in which the experience was incurred.
- C. Credit under an emergency credential is limited to two (2) years.
- D. Military experience will be granted year-for-year of active military service not to exceed two (2) years. Ten (10) months of military service shall constitute one (1) year of service. If the military service occurred after the teaching credential was granted, one-half year of active military service may be combined with one-half year of teaching under contract to count as a year of experience.
- E. A maximum of eleven (11) steps may be granted for a combination of outside teaching and military experience.
- F. Contractual experience in a regular K-12 program in the San Juan Unified School District shall be year-for-year without limitation.
- G. A total of 135 days of actual teaching under contract in any given school year shall constitute a year for initial step placement. Substitute teaching may be counted if it was the same assignment immediately preceding service under contract.
- H. Two half-years of teaching under contract shall be equal to one year of experience. One half-year is interpreted as being no less than sixty-eight (68) teaching days in the school year. Substitute teaching may be counted if it was in the same assignment immediately preceding service under contract.
- I. Steps 10 and 11 in Column IV and Column V are open only to people with a Master's and/or Doctoral degree.
- J. Evaluation of experience shall be the responsibility of Human Resources.
- K. Nurses.

- 1). Nurse experience and group salary placement shall be determined by professional degree(s), number of earned units, and verified experience.
- 2). Experience for school nursing, public health nursing, or other relevant nursing experience related to school age children and their families shall be limited to ten (10) years of such credit in Columns II-IV. Column I placement shall be limited to four (4) years of experience under contract.
- 3). Student related services must involve students qualified to attend the public schools P-12.

L. Speech Therapists

- 1). Speech language therapists' experience and group salary placement shall be determined by professional degree(s), numbers of earned units and verified experience.
  - a. Experience for non-public school practice and other relevant Speech Language Therapist experiences related to school-age children and their families shall be limited to ten (10) years of such credit in column II-IV. Column I placement shall be limited to four (4) years of experience.

M. School Social Workers

- 1). Upon Board approval of this agreement (October 9, 2018), new School Social Worker experience and group salary placement shall be determined by professional degree(s), numbers of earned units and verified experience. Regardless of experience (step) placement, newly hired School Social Workers will be compensated at Step 5 or greater.
  - a. Experience for non-public school practice and other relevant Social Work experiences related to school-age children and their families shall be limited to ten (10) years of such credit in columns II-IV. Column I placement shall be limited to four (4) years of experience. Student related services must involve students qualified to attend the public schools P-12.

3. GROUP PLACEMENT

- A. Group placement is based upon upper division or graduate units earned after receiving the Bachelor's or Master's Degree in an accredited four year 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 for Teacher Credentialing.
- C. Effective July 1, 2018, units taken in a blended credential program, 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 undergraduate requirements of the Bachelor of Arts Degree.
- D. Credit for lower division courses, after Bachelor of Arts/Bachelor of Science Degree, may be granted under the following conditions:

- 1). Courses must be pertinent to the teacher position.
- 2). Courses must not be duplicates of previous training for which credit has been granted.
- 3). Courses will be acceptable which are required to convert a preliminary credential to a clear credential.

E. 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.

F. Placement in Column IV (BA+75)

- 1). The inclusion of the Ba+75 unit provision for Column IV placement is subject to the following additional criteria:
  - a). The quality of those units used to qualify for the BA+75 placement in Group IV is subject to the written approval of the administrator in charge of personnel.
  - b). Units of Credit in the interval BA+61 to BA+75 must be specifically related to:
    - (1). Instructional improvement, e.g., methods, curriculum, etc., taken in the major or minor fields of instruction and as currently employed to teach, or
    - (2). Advanced professional preparation specifically related to the field of public education.
  - c). These units must be of recent origin, taken within the last ten (10) years.
  - d). Units specifically excluded fall in the following categories: travel, hobby units, recreation, unrelated fields of endeavor, lower division (unless required due to changes in educational emphasis, e.g., new math, Spanish, etc.).

G. Placement in Column V—Continuing Education

- 1) Column V 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 January 1, 1998.

- a). Eligibility for Column V is only open to those on Column IV.
- b). 150 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.
- c). After placement in this column, an additional 150 hours are required within a five (5) 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. If more than 300 hours are received in one submission, the excess hours (beyond 300) will not be available for future use.
- d). Column V is 5.5% above Column IV.
- 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 D, Number 4, Filing of Units.
- g). National Board Certified Teachers shall receive 300 hours continuing education credit or 20 units towards progress on the salary schedule.
  - i. Upon recertification, National Board Certified teachers will receive 150 hours continuing education credit or 10 units towards progress on the salary schedule.
  - ii. National Board Certified teachers already placed in Column V of the salary schedule may bypass the carryover rule as they will agree, if asked, to mentor or coach other teachers wishing to become Nationally Board Certified.
  - iii. Members whose continuing education cycle placement is expiring and are working on obtaining or renewing National Board Certification shall have the following requirements:
    - (1) After their final submission to the National Board in June, the member will forward verification that all submissions have been received to Human Resources.
    - (2) The member's column placement shall be downgraded to column IV.
    - (3) Once the member receives notification of National Board Certification in November, a copy of the certification shall be submitted to Human Resources no later than December 1. Column V placement will be processed and will be retroactive back to the beginning of the school year.

#### 4. FILING OF UNITS

- A. Transcripts or grade cards must be filed before credit can be given. Only credits earned prior to the first working day in September may be credited on that year's salary. Year-round teachers working on July track may complete credits through August 1 in order to be credited on that year's salary.
- B. Teachers must complete filing of transcripts in Human Resources by October 1.
- C. Year-round school teachers must complete filing of transcripts in Human resources by August 15.
- D. 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.
- E. A Master's Degree earned/awarded prior to the first working day in September 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.

5. ANNUAL INCREMENTS

- A. Teachers newly hired to the District shall be initially placed on the appropriate salary schedule in accordance with the applicable provision of the contract.
- B. Movement to the next higher step on the salary schedule shall occur once a year during the first semester of each year.
- C. Those members who were under contract in the District for one full semester or more of the contract year during the previous school year will be eligible for their annual increment during the first semester of the following school year.
- D. Members who were under contract in the District for less than one full semester of the contract year during the previous school year shall remain on the same step for one additional school year and shall thereafter be eligible for annual increments in accordance with this section.

6. ANNIVERSARY INCREMENT

- A. The San Juan Unified School District shall provide anniversary increments at the following rates:
  - 1). Two percent (2%) of the teacher's base salary after 14 years of completed service in the District.
  - 2). Four percent (4%) of the teacher's base salary after 17 years of completed service in the District (the 4% includes the 15 year increment).
  - 3). Eight percent (8%) of the teacher's base salary after 19 years of completed service in the District (the 8% includes the 15 year and 20 year increments).

- B. These anniversary increments shall be based upon years of completed service for teachers actively employed in the San Juan Unified School District or its components.
- C. The criteria for entitlement shall be as follows:
- 1). Service must have been performed in paid status as a regular employee of the District.
  - 2). The teacher must have worked 135 days of a school year in order to receive credit for that year.
  - 3). Service shall include assignments in component districts prior to unification.
  - 4). Service need not have been continuous.
  - 5). Time served on paid sabbatical leave will be considered creditable service.
  - 6). Time served on military leave (if previously employed by the District for a period of one year) will be considered creditable service.
  - 7). Time served on regular leave of absence (other than paid sabbatical or military) shall not be considered as being in paid status.
  - 8). Service as a substitute or temporary employee will not be counted unless such time is incorporated into the regular service by law.
  - 9). The anniversary increment percentage shall be applied to the employee's base salary from the certificated salary schedule. The increment shall not apply to service performed under the extra assignment provisions.
  - 10). The effective date of longevity pay shall commence with the beginning of the 15<sup>th</sup>, 18<sup>th</sup> and 20<sup>th</sup> year of completed service. Each year must be consistent with the fiscal year as stipulated under District contract.



# SAN JUAN UNIFIED SCHOOL DISTRICT

Exhibit D-1

Credentialed Teachers/Nurses/Counselors/Speech Therapists/Teacher-Librarians/School Social Worker Salary Schedule  
2018 - 2019 School Year

Degree/ Education	I BA + 0 - 29 Semester Units	II BA + 30 Semester Units or MA	III BA + 45 Sem. Units or MA + 15 Sem. Units	IV BA + 75 Sem. Units or BA + 60 Sem. Units with MA or MA + 30 Sem. Units (a)	V Continuing Education Effective July 1, 1998 (b)
Steps					
1	46,561	46,940	47,326	48,415	51,079
2	46,793	47,178	48,150	50,357	53,126
3	47,031	47,415	50,115	52,872	55,781
4	47,750	49,545	52,622	56,048	59,131
5	49,433	52,020	55,251	59,409	62,678
6	51,656	54,676	58,015	62,973	66,437
7	54,244	57,954	61,204	66,753	70,424
8		62,536	64,575	71,157	75,071
9			69,093	77,036	81,273
10				79,708	84,094
11				82,513	87,050

(a) Columns IV & V, Steps 10 and 11 are open only to people with a Masters OR Doctorate degree.

(b) Column V requires 150 hours of Continuing Education; must meet eligibility requirements. New hires are not eligible. Hours must be earned while employed with this district. Column V is 5.5% of Column IV base salary.

## COLUMN UNIT REQUIREMENT

Column placement is based upon upper division/graduate units earned after receiving a Bachelor's or after receiving a Master's Degree.

## ANNIVERSARY/LONGEVITY INCREMENTS

For credit toward any anniversary/longevity increment, a teacher must have worked 75% of each school year.

- Two percent (2%) of the teacher's base salary after 14 years of completed service in SJUSD.
- Four percent (4%) of the teacher's base salary after 17 years of completed service in SJUSD (the 4% includes the 14-year increment).
- Eight percent (8%) of the teacher's base salary after 19 years of completed service in SJUSD (the 8% includes the 14-year and 17-year increments).

Begins With Year	Column I Step 7	Column II Step 8	Column III Step 9	Column IV Step 9	Column IV Step 10	Column IV Step 11
15	55,328.88	63,786.72	70,474.86	78,576.72	81,302.16	84,163.26
18	56,413.76	65,037.44	71,856.72	80,117.44	82,896.32	85,813.52
20	58,583.52	67,538.88	74,620.44	83,198.88	86,084.64	89,114.04
Begins With Year				Column V Step 9	Column V Step 10	Column V Step 11
15				82,898.46	85,775.88	88,791.00
18				84,523.92	87,457.76	90,532.00
20				87,774.84	90,821.52	94,014.00

## OUTSIDE EXPERIENCE

Experience credit is granted for each year of properly verified certificated experience under contract requiring a regular teaching credential in grades K-12.

### Years Outside Teaching Experience

### Salary Step Placement

0	1
1	2
2	3
3	4
4	5
5	6
6	7
7	8
8	9
9	10(a)
10	11(a)

\*\*Credentialed Teachers: Those with Preliminary, Clear, General and/or Standard Credentials

## Board Approval Date: October 9, 2018

All salary and stipend schedules have been increased by a total of 1.8%, effective November 2, 2018  
Salary Schedule is based on a 186 day work year.





# SAN JUAN UNIFIED SCHOOL DISTRICT

Exhibit D-2

**\*\*Teachers and School Social Workers with Emergency Permits/Intern Permits/Waivers Salary Schedule  
2018 - 2019 School Year**

Degree/ Education	I BA + 0 - 29 Semester Units	II BA + 30 Semester Units or MA	III BA + 45 Sem. Units or MA + 15 Sem. Units	IV BA + 75 Sem. Units or BA + 60 Sem. Units with MA or MA + 30 Sem. Units (a)	V Continuing Education Effective July 1, 1998 (b)
Steps					
1	43,499	43,499	45,459	47,958	50,596
2	44,587	45,238	47,728	50,357	53,127
3	45,924	47,275	50,115	52,872	55,780
4	47,531	49,544	52,622	56,048	59,132
5	49,433	52,021	55,251	59,409	62,678
6	51,658	54,676	58,014	62,973	66,437
7	54,243	57,954	61,204	66,754	70,425
8		62,537	64,575	71,159	75,072
9			69,093	77,035	81,271
10				79,708	84,094
11				82,513	87,050

(a) Columns IV & V, Steps 10 and 11 are open only to people with a Master's OR Doctorate degree.  
(b) Column V requires 150 hours of Continuing Education; must meet eligibility requirements. New hires are not eligible.

**COLUMN UNIT REQUIREMENT**

Column placement is based upon upper division/graduate units earned after receiving a Bachelor's or after receiving a Master's Degree.

ANNIVERSARY/LONGEVITY INCREMENTS						
For credit toward any anniversary/longevity increment, a teacher must have worked 75% of each school year						
1. Two percent (2%) of the teacher's base salary after 14 years of completed service in SJUSD.						
2. Four percent (4%) of the teacher's base salary after 17 years of completed service in SJUSD (the 4% includes the 14-year increment).						
3. Eight percent (8%) of the teacher's base salary after 19 years of completed service in SJUSD (the 8% includes the 14-year and 17-year increments).						
Begins With Year	Column I Step 7	Column II Step 8	Column III Step 9	Column IV Step 9	Column IV Step 10	Column IV Step 11
15	52,691.16	59,113.08	65,866.50	72,582.18	78,575.70	81,302.16
18	53,724.32	60,272.16	67,158.00	74,005.36	82,896.32	82,896.32
20	58,582.44	62,590.32	69,741.00	76,851.72	86,084.64	86,084.64
Begins With Year				Column V Step 9	Column V Step 10	Column V Step 11
15				76,573.44	82,896.42	85,775.88
18				78,074.88	84,521.84	87,457.76
20				81,077.76	87,772.68	90,821.52

**OUTSIDE EXPERIENCE**

Experience credit is granted for each year of properly verified certificated experience under contract requiring a teaching

<u>Years Outside Teaching Experience</u>	<u>Salary Step Placement</u>
0	1
1	2
2	3
3	4
4	5
5	6
6	7
7	8
8	9
9	10(a)
10	11(a)

**\*\*Teachers who do not hold Preliminary, Clear, General and/or Standard Credentials.**

**Board Approval Date: October 9, 2018**

All salary and stipend schedules have been increased by a total of 1.8% effective November 1, 2018.

Salary Schedule is based on a 186 day work year



**SAN JUAN UNIFIED SCHOOL DISTRICT**  
**Adult Education Salary Schedule**  
**2018 - 2019 School Year**

Exhibit D-4

YEARS	BA or Std Design. Credential 5 yrs Voc or Trade Exp.	BA + 15 or Std Design. Credential 7 yrs Voc or Trade Exp.	BA + 30 or Std Design. Credential 9 yrs Voc or Trade Exp.	BA + 45 or Std. Design. Credential 11 yrs Voc or Trade Exp.	BA + 60 or Std. Design. Credential 13 yrs Voc or Trade Exp.
1	30.78	31.98	33.21	34.39	35.55
2	31.98	33.21	34.39	35.55	36.74
3	33.21	34.39	35.55	36.74	37.95
4	34.39	35.55	36.74	37.95	39.12

**Anniversary increments applied to 4th year base:**

6 Yrs - 3%	35.42	36.62	37.83	39.10	40.30
11 Yrs - 6%	36.46	37.68	38.94	40.22	41.47
15 Yrs - 9%	37.48	38.75	40.04	41.37	42.63
20 Yrs-12%	38.51	39.82	41.14	42.51	43.80

**COUNSELORS**

1 Year	2 Years	3 Years	4 Years
36.77	37.95	39.16	40.38
Anniversary increment @ 6th year - 3%			41.60
Anniversary increment @ 11th year - 6%			42.80
Anniversary increment @ 15th year - 9%			44.02
Anniversary increment @ 20th year - 12%			45.23

Approved Instructional, Co-curricular and/or Professional Development (Outside regular work day or work day calendar) shall be compensated at the hourly rate. No more than three (3) hours per day may be

**Board Approval Date: October 9, 2018**

All salary schedules have been increased by a total of 1.8%, effective November 1, 2018.



**San Juan Unified School District**  
**Certificated Special Additional Assignment Salary Schedule**  
**2018 - 2019 School Year**

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.

ADDITIONAL ASSIGNMENT	\$ PER HOUR	
	Years 1-10*	Years 11+*
Approved Instructional, Co-curricular and/or Professional Development (Outside regular work day or work year calendar)	37.38	47.76

\*Qualifying experience as defined by Exhibit D of the SJTA Contract

Board Approval Date: October 9, 2018; 1.8% Increase effective November 1, 2018



# SAN JUAN UNIFIED SCHOOL DISTRICT

Exhibit D-7

## Extra Curricular Class Activities Stipends

2018 - 2019 School Year

CLASS ACTIVITY	PER EVENT	PER YEAR
<b>CADETS</b>		
HS Commandant		\$3,234
HS Bivouac/Snow Survival	\$1,078	
<b>DRAMA 7 - 8</b>		
(not to exceed two major events per year)	\$892	
<b>DRAMATICS/OPERETTAS</b>		
(not to exceed three major events per year)		
With Stage Crew	\$1,374	
Without Stage Crew	\$2,014	
<b>MUSIC</b>		
Vocal High School		\$1,804
Instrumental High School		\$1,804
Vocal Middle School		\$1,134
Instrumental Middle School		\$1,134
Traveling String Middle School		\$1,013
Instrument Concert (not to exceed one district-wide event/year)	\$241	
Instrumental Extra Assignment Elementary		\$892
Choir (Elementary) (Before and After School)		\$892
<b>MISCELLANEOUS</b>		
Newspaper High School**		\$2,390
Newspaper Middle School		\$1,134
Yearbook High School**		\$2,390
Yearbook Middle School		\$1,804
Pep Arts - Drill Team**		\$2,072
Yell/Cheer Leaders**		\$2,072
Pep Band**		\$675
Academic Decathlon Advisor**		\$1,990
Science Olympian Advisor		\$1,594
Moot Court or Mock Trial Advisor**		\$1,195
Elementary Technology Curriculum Coordinator		\$636
Fine Arts Fiesta*		\$330

\*A teacher in charge of a performance or exhibit shall receive the stipend.

\*\*One stipend per school. Adjustments made through negotiations to these stipends.

Guidelines shall be established by the District controlling the identification of those person who will receive the stipends. Schools with unused Extra Curricular Class Activities stipends who wish to alter the application of those stipends may present innovative proposals to their Site Leadership Team and School Site Councils for approval

**Board Approval Date: October 9, 2018**

All salary schedules have been increased by 1.8% effective November 1, 2018



# SAN JUAN UNIFIED SCHOOL DISTRICT

Exhibit D-8

Athletic Services Stipends

2018 - 2019 School Year

ACTIVITY	PER SEASON	ACTIVITY	PER SEASON
<b>HIGH SCHOOLS</b>			
Head Coach: Responsible for a minimum of three teams in the same sport.			
<b>BASEBALL</b>		<b>NURSE, HS</b>	
HS Head Coach	3,234	(Attendance at athletic events)	69
HS Varsity Coach	2,699		
HS Assistant Coach	2,158	<b>SOCCER</b>	
		HS Head Coach	3,234
<b>BASKETBALL</b>		HS Varsity Coach	2,699
HS Head Coach	3,234	HS Assistant Coach	2,158
HS Varsity Coach	2,699		
HS Assistant Coach (Soph)	2,158	<b>SOFTBALL</b>	
HS Assistant Coach (Frosh)	2,158	HS Head Coach	3,234
		HS Varsity Coach	2,699
<b>CROSS COUNTRY</b>		HS Assistant Coach	2,158
HS Head Coach	3,234		
HS Varsity Coach	2,699	<b>SWIMMING</b>	
		HS Varsity Coach	2,699
<b>FIELD HOCKEY</b>			
HS Varsity Coach	2,699	<b>TENNIS</b>	
(Booster stipend only)		HS Varsity Coach	2,699
<b>FOOTBALL</b>		<b>TRACK</b>	
HS Head Coach	3,234	HS Head Coach	3,234
HS Varsity Coach	2,699	HS Varsity Coach	2,699
HS Assistant Coach (Varsity)	2,158	HS Assistant Coach (Soph)	2,158
HS Assistant Coach (Head Soph)	2,158	HS Assistant Coach (Frosh)	2,158
HS Assistant Coach (Soph)	2,158		
HS Assistant Coach (Head Frosh)	2,158	<b>VOLLEYBALL</b>	
HS Assistant Coach (Frosh)	2,158	HS Head Coach	3,234
		HS Varsity Coach	2,699
(add'l -- if required to report two weeks before school begins):		HS Assistant Coach (Varsity)	2,158
HS Head Football Coach	606	HS Assistant Coach (Soph)	2,158
HS Assistant Football Coach	405		
		<b>WATER POLO</b>	
<b>GOLF</b>		HS Varsity Coach	2,699
HS Varsity Coach	2,699		
		<b>WRESTLING</b>	
<b>COMPETITIVE CHEER</b>		HS Varsity Coach	2,699
HS Varsity Coach	2,699	HS Assistant Coach (Soph)	2,158
<b>MIDDLE SCHOOLS--PER SPORT</b>			
Head Coach	\$1,206.47	Assistant Coach	967.23

Board Approval Date: October 9, 2018

All salary schedules increased by 1.8%, effective November 1, 2018



# SAN JUAN UNIFIED SCHOOL DISTRICT

Leadership/Support Stipends  
2018 - 2019 School Year

Exhibit D-9

LEADERSHIP / SUPPORT STAFF STIPEND	INCLUDED IN CONTRACT	STIPEND AMOUNT
Activity Director (High School)	2,390	
Agricultural Teacher (additional assignment)	6,035	
Area Chairperson (9 - 12)	1,944	
Area Resource Teacher	2,334	
Athletic Director (9 - 12)	3,234	
Consulting Teacher	5,718	
Counselor - Elementary	2,221	
Counselor - Middle School	2,221	
Counselor - High School	2,221	
CTS (Center for Teacher Support) Panel		3,219
Curriculum Facilitator (9 - 12)	2,334	
Department Chairperson - K/8 Middle Years	1,093	
Department Chairperson - Middle / High School		
Department Chair A	1,702	
Department Chair B	1,338	
Department Chair C	1,093	
Elementary Teacher-in-Charge (effective 7/01/17)	2,104	
Facilitator Mentor	5,718	
Intern Advisor	762	
Intramural Coordinator		2,717
Leadership Team	1,702	
Librarian	2,221	
Overcontract 1-5 Years, full year	18,690	
Overcontract 1-5 Years, full semester	9,345	
Overcontract 6-10 Years, full year	22,844	
Overcontract 6-10 Years, full semester	11,422	
Overcontract 11+ years, full year	26,997	
Overcontract 11+ years, full semester	13,499	
Peer Facilitator	4,673	
Professional Growth Team (PGT)		3,219
School Nurse	2,221	
Site Coach		2,146
Site Coach (supporting an additional teacher)		1,502
Speech Therapist	4,442	
Vision and Mobility Specialist	2,221	
<b>Summer School Teacher-In-Charge (same as SJPEC Salary Schedule) No Change</b>		
Regular Program - Elementary School		5,561
Regular Program - Middle School		6,926
Extended Program - Middle School		9,580
Regular Program - High School		8,652
Special Education - Elementary (25 days)		5,561
Special Education - LaVista/L.Ruff (30 days)		6,926
Special Education - R. Richardson Center (35 days)		6,926
Special Education - High School (30 days)		9,382

**Board Approval Date: October 9, 2018**

All salary schedules have been increased by a total of 1.8% effective November 1, 2018.

### Notice of All Bargaining Unit Members

Pursuant to Article 17, section 17.07, the District shall provide the information listed below by the end of the month identified.

July	List of new hires/rehires with the following information included: Last 4 digit social, first, middle Initial, last name, home address, cell phone number, location, FTE, email address, employee number.
August	Complete list of bargaining unit members with the following information included: Last 4 digit social, first, middle Initial, last name, home address, cell phone number, location, FTE, email address, employee number. List of retirees and terminations. List of teachers on unpaid leave including dates of leave.
September	List of new hires/rehires with the following information included: Last 4 digit social, first, middle Initial, last name, home address, cell phone number, location, FTE, email address, employee number.
October	Complete list of bargaining unit members with the following information included: Last 4 digit social, first, middle Initial, last name, home address, cell phone number, location, FTE, email address, employee number. List of retirees and terminations.
December	List of new hires/rehires with the following information included: Last 4 digit social, first, middle Initial, last name, home address, cell phone number, location, FTE, email address, employee number. List of retirees and terminations.
January	List of new hires/rehires with the following information included: Last 4 digit social, first, middle Initial, last name, home address, cell phone number, location, FTE, email address, employee number. List of retirees and terminations.
February	Complete list of bargaining unit members with the following information included: Last 4 digit social, first, middle Initial, last name, home address, cell phone number, location, FTE, email address, employee number. List of retirees and terminations.
April	List of new hires/rehires with the following information included: Last 4 digit social, first, middle Initial, last name, home address, cell phone number, location, FTE, email address, employee number. List of retirees and terminations.
June	List of retirees and terminations. List of surpluses / voluntary transfer new locations.

## EARLY CHILDHOOD EDUCATION - SALARY PROVISIONS

1. EMPLOYEE STATUS

The following employment status classifications shall be adopted for Early Childhood Education Teacher/Lead Teachers and Child Development Permit Teachers.

- A. Temporary
- B. Probationary
- C. Permanent

Permanent status acquired in the Early Childhood Education Programs will apply only to the Early Childhood Education Programs. A teacher hired prior to the 1983-84 school year must serve three (3) years to gain permanent status. Effective the 1983-84 school year, a teacher must serve two (2) years to gain permanent status.

2. Experience (Step) Placement

- A. All persons entering the Early Childhood Education Program without prior Early Childhood Education experience shall begin on Step 1 of the salary schedule and be placed in the appropriate group, based on additional units.
- B. 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. Persons with in-district experience in the K-12 program will be given year-for-year experience but may not enter higher than Step 3 (i.e., 2 years experience).
- D. Persons re-entering the Early Childhood Education Program after prior experience in the District shall retain step status year-for-year.
- E. The total of 75% of the days of teaching experience in any given school year shall constitute a year for step placement.
- F. Two half years of teaching may be combined for one year of experience provided that the number of days served in each half year is 75% or more teaching days of each semester.

3. GROUP PLACEMENT (Exhibit F-1)

- A. Columns I and II
  - 1) Group placement is based upon lower and upper division/graduate units earned in an 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) Effective July 1, 2018, units taken in a blended credential program 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. Placement into Column VI-Continuing Education

- 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. If more than 210 hours are received in one submission, the excess hours (beyond 210) will not be available for future use.

- 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

- A. Transcripts or grade cards must be filed before credit can be given. Only credits earned prior to the first day of required service in the new school year may be credited on that year's salary.
- B. Teachers must complete filing of transcripts in Human Resources by October 1.
- C. 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 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.

## 6. ANNUAL INCREMENTS

- A. 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. Teachers newly hired to the District shall be initially placed on the appropriate salary schedule in accordance with the applicable provisions of the contract.
- C. Those members who were under contract in the District for one full semester or more of the contract year during the previous school year will be eligible for their annual increment during the first semester of the following school year.
- D. Members who were under contract in the District for less than one full semester of the contract year during the previous school year shall remain on the same step for one additional school year and shall thereafter be eligible for annual increments in accordance with this section.

## 7. ANNIVERSARY INCREMENT

- A. The San Juan Unified School District shall provide anniversary increments at the following rates:
  - 1). Two (2%) percent (of the teacher's base salary) after 14 years of completed service in the District.
  - 2). Four (4%) percent (of the teacher's base salary) after 17 years of completed service in the District (the 4% includes the 15 year increment.
  - 3). Eight (8%) percent (of the teacher's base salary) after 19 years of completed service in the District (the 8% includes the 15 year and 18 year increments.
- B. These anniversary increments shall be based upon years of completed service for teachers actively employed in the San Juan Unified School District or its components.

C. The criteria for entitlement shall be as follows:

- 1). Service must have been performed in paid status as a regular employee of the District.
- 2). The teacher must have worked 75% of a school year in order to receive credit for that year.
- 3). Service shall include assignments in component districts prior to unification.
- 4). Service need not have been continuous.
- 5). Time served on paid sabbatical leave will be considered creditable service.
- 6). Time served on military leave (if previously employed by the District for a period of one year) will be considered creditable service.
- 7). Time served on regular leave of absence (other than paid sabbatical or military) shall not be considered as being in paid status.
- 8). Service as a substitute or temporary employee will not be counted unless such time is incorporated into the regular service by law.
- 9). The anniversary increment percentage shall be applied to the employee's base salary from the salary schedule. The increment shall not apply to service performed under the extra assignment provisions.
- 10). The effective date of longevity pay shall commence with the beginning of the 15<sup>th</sup>, 18<sup>th</sup> and 20<sup>th</sup> year of completed service. Each year must be consistent with the fiscal year as stipulated under District contract.



**SAN JUAN UNIFIED SCHOOL DISTRICT**  
**Early Childhood Education**  
**Salary Schedule**  
**2018 - 2019 School Year**

Exhibit F-1

	I	II	III	IV	V	VI
Years of Service	12-60 units	AA or 61 units	BA	BA with Site Supervisor Permit*	BA+30 or BA+MA	CE
1	16.24	19.39	24.91	29.87	32.20	33.97
2	16.83	20.09	25.89	31.09	33.39	35.22
3	17.43	20.81	26.85	32.20	34.53	36.42
4	18.18	21.57	27.83	33.39	35.68	37.64
5		22.34	28.78	34.52	36.86	38.88
6				35.65	38.04	40.13
7					39.17	41.32
8					40.35	42.56

**Notes for Exhibit F:1:**

- Migration to the consolidated salary schedule is scheduled to be completed in the 2017-18 school year. While the migration is in effect, New ECE members will continue to be placed on the salary schedule F-1a and F-1b as outlined in Exhibit F and the increase will be paid as outlined in Article 21 (21.06).
- Continuing Education column (CE) shall be in effect beginning 2014-2015. Column VI is 5.5% on Column V base hourly rate.
- \*Columns 4, 5 and 6 are open only to members with a Site Supervisor or Program Director Permit.
- Steps 7 and 8 within Columns 5 and 6 are open only to those members with a Master's degree.

**ANNIVERSARY INCREMENTS**

2% (of teacher's base salary) - Anniversary increment commencing with the 15th fiscal year as stipulated under District contract upon completion of 14 years active services with the District.

4% (of teacher's base salary) - Anniversary increment commencing with the 18th fiscal year, upon completion of 17 active services with the District. (The 4% includes the 15 year anniversary increment)

8% (of teacher's base salary) - Anniversary increment commencing with the 20th fiscal year, upon completion of 19 years active services with the District. (The 8% includes the 15th and 18th year anniversary increments.)

For credit toward any anniversary increment, a teacher must have worked 75% of each school year.

**Board Approval Date: October 9, 2018**

All salary schedules have been increased by 1.8% effective November 1, 2018

San Juan Unified School District  
**Adult Education**  
**Temporary Staff Assignment Letter**

**Please review the following information for accuracy and make any necessary changes.**

Employee Name  
 Employee Address

Phone  
 SS #

Date

Listed below is your Adult Education teaching assignment as currently scheduled for the 200X-0X school year. Due to the state budget crisis and funding changes in Adult Education, class assignments are tentative and subject to change. You will be notified in writing of any changes to your assignment. The beginning and end dates for each program are listed below.

**Your assignment is in the following program(s):**

(school calendar dates)	(school calendar dates)	(school calendar dates)
<input type="checkbox"/> Parent Education	<input type="checkbox"/> Adults with Disabilities	<input type="checkbox"/> High School Completion
<input type="checkbox"/> Community Education	<input type="checkbox"/> Older Adults Program	<input type="checkbox"/> English as a Second Language
	<input type="checkbox"/> Vocational Education	<input type="checkbox"/> Distance Learning

It is expressly understood that this assignment is contingent upon the following conditions:

- Subject to sufficient class enrollment to initiate and/or maintain the offering(s) and may mean a change in class assignments.
- Subject to your holding and maintaining a valid teaching credential in the subject area for your assignment.

Class	Class Start/End Dates	Class Start/End Times	Days	# Hrs./Day	# Hrs./Week	Location
<b>TOTAL</b>						

**To accept this assignment, please sign and return this Assignment Letter to the Adult Education office before \_\_\_\_\_. Failure to return these documents in a timely manner may affect your teaching assignment and may delay the processing of your paycheck. Upon Acceptance of the offered assignment, the time card schedule is available from your site administrator. Your time card(s) will be used for calculating each month's salary amount.**

\_\_\_\_\_  
 Instructor's Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Supervisor's Signature

\_\_\_\_\_  
 Date

**FOR OFFICE USE ONLY**

☐ Calendar    ☐ SAAD on File    ☐ Time Card    ☐ Tch ADA    ☐ Non-ADA

AMERICAN ARBITRATION ASSOCIATION'S  
TEST APPLICABLE  
FOR LEARNING WHETHER EMPLOYER HAD  
JUST CAUSE AND PROPER CAUSE FOR DISCIPLINING AN EMPLOYEE

Few, if any, union-management agreements contain a definition of "just cause." Nevertheless, over the years the opinions of arbitrators in innumerable discipline cases have established a sort of "common law" definition thereof. This definition consists of a set of guidelines or criteria that are to be applied to the facts of any one case. These criteria are set forth below in the form of questions.

A "no" answer to one or more of the following questions normally signifies that just and proper cause did not exist. In other words, a "no" means that the employer's disciplinary decisions contained one or more elements of arbitrary, capricious, unreasonable, and/or discriminatory action to such an extent that said decision constituted an abuse of managerial discretion warranting the arbitrator to substitute his or her judgment for that of the employer.

The answers to the questions in any particular case are to be found in the evidence presented to the arbitrator at the hearing thereon. Frequently, of course, the facts are such that the guidelines cannot be applied with slide-rule precision.

THE QUESTIONS

1. Did the agency give the employee forewarning or foreknowledge of the possible or probable disciplinary consequences of the employee's conduct?

NOTE A - Forewarning or foreknowledge may properly have been given orally by management or in writing through the medium of typed or printed sheets or books of shop rules and penalties for violation thereof.

NOTE B - There must have been actual oral or written communication of the rules and penalties to the employee.

NOTE C - A finding of lack of such communication does not in all cases require a "no" answer to Question Number One. Certain offenses, such as insubordination, coming to work intoxicated, drinking intoxicating beverages on the job, or theft of the property of the company or of fellow employees, are so serious that any employee in the industrial society may properly be expected to know already that such conduct is offensive and heavily punishable.

NOTE D - Absent any contractual prohibition or restriction, the agency has the right unilaterally to promulgate reasonable rules and issue reasonable orders; and same need not have been negotiated with the union.

2. Was the agency's rule or managerial order reasonably related to the orderly, efficient, and safe operation of the business?

NOTE A - If an employee believes that the rule or order is unreasonable, s/he must nevertheless obey it (in which case s/he may, file a grievance thereover) unless s/he sincerely feels that to obey the rule or order would seriously and immediately jeopardize his or her personal safety and/or integrity. Given a firm finding to the latter effect, the employee may properly be said to have had justification for his or her disobedience.

3. Did the agency, before administering discipline to an employee, make an effort to discover whether the employee did in fact violate or disobey a rule or order of management?

NOTE A - The agency's investigation must normally be made before its disciplinary decision. If the company fails to do so, its failure may not normally be excused on the ground that the employee will get his or her day in court through the grievance procedure after the exaction of discipline. By that time, it is generally conceded that there has been too much hardening of positions.

NOTE B - There may of course be circumstances under which management must react immediately to the employee's behavior. In such case, the normally proper action is to suspend the employee pending investigation, with the understanding that (a) the final disciplinary decision will be made after the investigation and (b) if the employee is found innocent after the investigation, s/he will be restored to his or her job with full pay for time lost.

4. Was the agency's investigation conducted fairly and objectively?

NOTE - At said investigation, the management official may be both "prosecutor" and "judge" but s/he may not also be a witness against the employee.

5. At the investigation, did the "judge" obtain substantial evidence or proof that the employee was guilty as charged?

NOTE - It is not required that the evidence be preponderant, conclusive, or "beyond reasonable doubt," but the evidence must be truly substantial and not flimsy or slight.

6. Has the agency applied its rules, orders, and penalties evenhandedly and without discrimination to all employees?

NOTE A - A "no" answer to this question requires a finding of discrimination and warrants negation or modification of the discipline imposed.

NOTE B - If the agency has been lax in enforcing its rules and orders and decides henceforth to apply them rigorously, the agency may avoid a finding of discrimination by telling all employees in advance of its intent to enforce hereafter all rules as written.

7. Was the degree of discipline administered by the agency in a particular case reasonably related to (a) the seriousness of the employee's proven offense and (b) the record of the employee in his or her service with the agency?

NOTE A - A trivial proven offense does not merit harsh discipline unless the employee has properly been found guilty of the same offenses a number of times in the past. (There is no rule as to what number of previous offenses constitutes a "good," a "fair," or a "bad" record. Reasonable judgment thereon must be used.

NOTE B - An employee's record of previous offenses may never be used to discover whether s/he was guilty of the immediate or most recent offense. The only proper use of his or her record is to help determine the severity of discipline once s/he has properly been found guilty of the immediate offense.

NOTE C - Given the same proven offense for two or more employees, their respective records provide the only proper basis for "discriminating" among them in the administration of discipline for said offense. Thus, if employee "A's" record is significantly better than those of employees B, C and D, the agency may properly give "A" a lighter punishment than it gives for the same offense; this does not constitute true discrimination.

GOAL STATEMENT FOR  
ELEMENTARY INSTRUCTIONAL PROGRAM  
AND PREPARATION TIME  
June 7, 1990

The San Juan Teachers Association (SJTA) and the San Juan Unified School District (SJUSD) mutually agree that the primary goal of SJUSD is to provide a comprehensive, high quality educational program for all students, which will prepare them for the 21st century by providing communication and computational skills as well as an understanding of themselves and of their cultural heritage.

Although we believe that the current program is admirable, given the limits imposed by budgetary constraints, it does not have sufficient staff and resources necessary to meet all our educational goals and the diverse needs of our student population. We believe that there are two conditions which would promote these goals: (1) specially credentialed teachers should be made available as needed to teach in specialty areas, and (2) time should be provided for the professional classroom teacher during the course of the school day to assess, evaluate, and coordinate his/her students' progress.

This joint goal statement by the SJTA and SJUSD outlines our vision of an improved educational program for elementary students and includes the necessary time for teachers to accomplish tasks important to quality education. We commit to work together to achieve these goals and to make this vision a reality. We hope that all elementary educators will contribute ideas to help refine plans, and, working together, we intend to achieve these goals by the 1993-94 school year. We will be exploring new sources of funding to support these efforts, as well as examining existing resources to address this goal.

During the transitional period from our current situation, all elementary schools are being asked to participate in the formulation of plans that will provide the currently agreed upon preparation time while working within existing resources. It is also important that these plans promote our joint goals to every extent possible.

### PREPARATION TIME

#### A. GUIDELINES FOR PREPARATION TIME

To ensure the most efficient delivery of Prep, the Labor/Management Council has adopted the following guidelines to assist staffs who opt to utilize the services of paraprofessionals.

##### 1. Discipline

- There should be formal communication of those rules to staff (certificated and classified).
- The classroom teacher may be notified by the paraprofessional of student misbehavior.
- Administrators shall provide to paraprofessionals the same level of support as would be provided to the classroom teacher.

The law requires that what occurs during the time the students are with a paraprofessional be directed by the teacher. Therefore, the activity for students selected by the teacher shall be related to and/or reinforce instruction being carried on in the classroom. It is not our intent that teachers be required to prepare elaborate lesson plans for this preparation time. The following activities are examples that the LMC believes would require minimal planning yet still qualify as instructional activities:

- sustained silent reading
- map work



- reading aloud/storytelling
- cross-age (peer assistance – student-to-student research)
- book talks (book fairs, author day)
- selected library skills related to classroom objectives
- computer activity

## 2. Scheduling

The principal and teachers should seek input from paraprofessionals regarding scheduling. The following should be considered during this process:

- Requirements for lunch and break(s), if applicable
- Time to complete job responsibilities that cannot be performed during preparation time (e.g., re-shelving books, clerical functions, re-filing disks, printouts of requested materials, planning with teacher, overseeing computer functions).

## B. OPTIONS FOR SITE PLANS

The feedback from the schools raised some questions which we have attempted to answer below.

1. If enough schools were to provide credentialed specialist services in 45-minute segments, rather than the current 30, some funds could be generated that would then be available to those sites.
2. It is possible that instrumental music could be folded into the prep delivery, but this will depend upon, among other variables, the local site having a sufficient number of students at the same level of instruction.
3. SIP resources are for the purpose of improving/supplementing the instructional program. Prep time may result from that plan but should not be the purpose of the expenditure. (For example, the plan may call for the payment of additional time for the credentialed specialist, or a part-time specialist in science, math, etc., or additional aide time, which may result in prep for the classroom teacher.)
4. The local plan that is developed must be submitted to the LMC for approval and/or any contractual waivers, etc.

### NOTE:

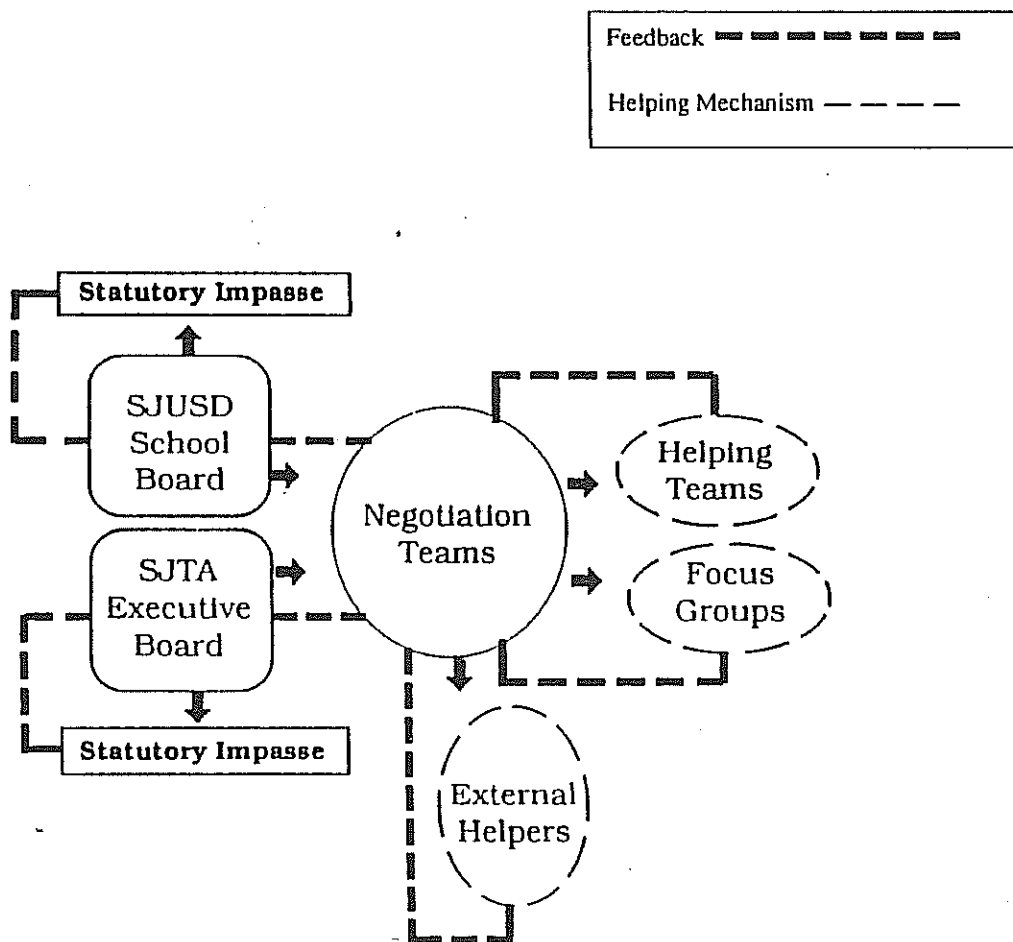
1. The site plan, once approved by the LMC, will be subject to the grievance procedure of the contract.
2. Approval by the LMC of the site plans does not waive negotiability of the prep issue, and the plans themselves will be non-precedential.

## ELEMENTS OF A PLAN FOR SPECIAL DAY CLASSES

- The Labor/Management Council recognizes that there may be unique problems associated with providing a prep period for the special day class (SDC) teacher(s) at a given school. When developing the plan with respect to SDC teacher(s), the rights of the special education student and his/her parent/guardians with respect to the IEP and its implementation may not be violated, i.e., it must not violate any of the components of the IEP.
- The prep plan should be consistent with the provision of appropriate instructional time in each subject for all students.
- Existing support service staff may be scheduled to provide appropriate pull-out services to the SDC students at the same time, thereby releasing the SDC teacher(s) from classroom duty (e.g., media techs, computer techs, instructional assistants, nurse, counselor, Miller-Unruh teacher, speech teacher).
- The SDC teacher may team with another teacher (SDC teacher, resource specialist or regular class teacher) to provide a prep period for both.
- All SDC students in a given class may be assigned to age- or grade level-appropriate classes during a common block of time.

# LIVING CONTRACT PARTNERSHIP —

## Negotiation Teams Dispute Resolution System



### Helping Mechanisms

*Any of the following helping mechanisms may be organized and activated by the negotiating teams.*

#### HELPING TEAMS

A helping team is a subgroup of the negotiation teams which may be augmented by Association and District officials. Usually limited to four members. The purpose of a helping team is to work on well defined issues and produce recommendations to the negotiation teams.

#### FOCUS GROUPS

Focus groups will have balanced representation of the appropriate stakeholders and will be co-facilitated by SJTA and District representatives. The purpose of the group will be to provide information to the negotiation teams on specific issues.

#### EXTERNAL HELPERS

External helpers will be selected from a pool of jointly agreed upon non-district employees (ie. state-appointed mediators, union and management representatives from other districts, A.A.A., C.F.I.E.R.). The purpose is to provide independent, objective, non-binding advice that assists the parties in reaching an agreement.

#### STATUTORY IMPASSE

Both parties have the right to use the statutory impasse procedure, mediation and fact finding on an issue-by-issue basis, at any time during the term of the agreement.

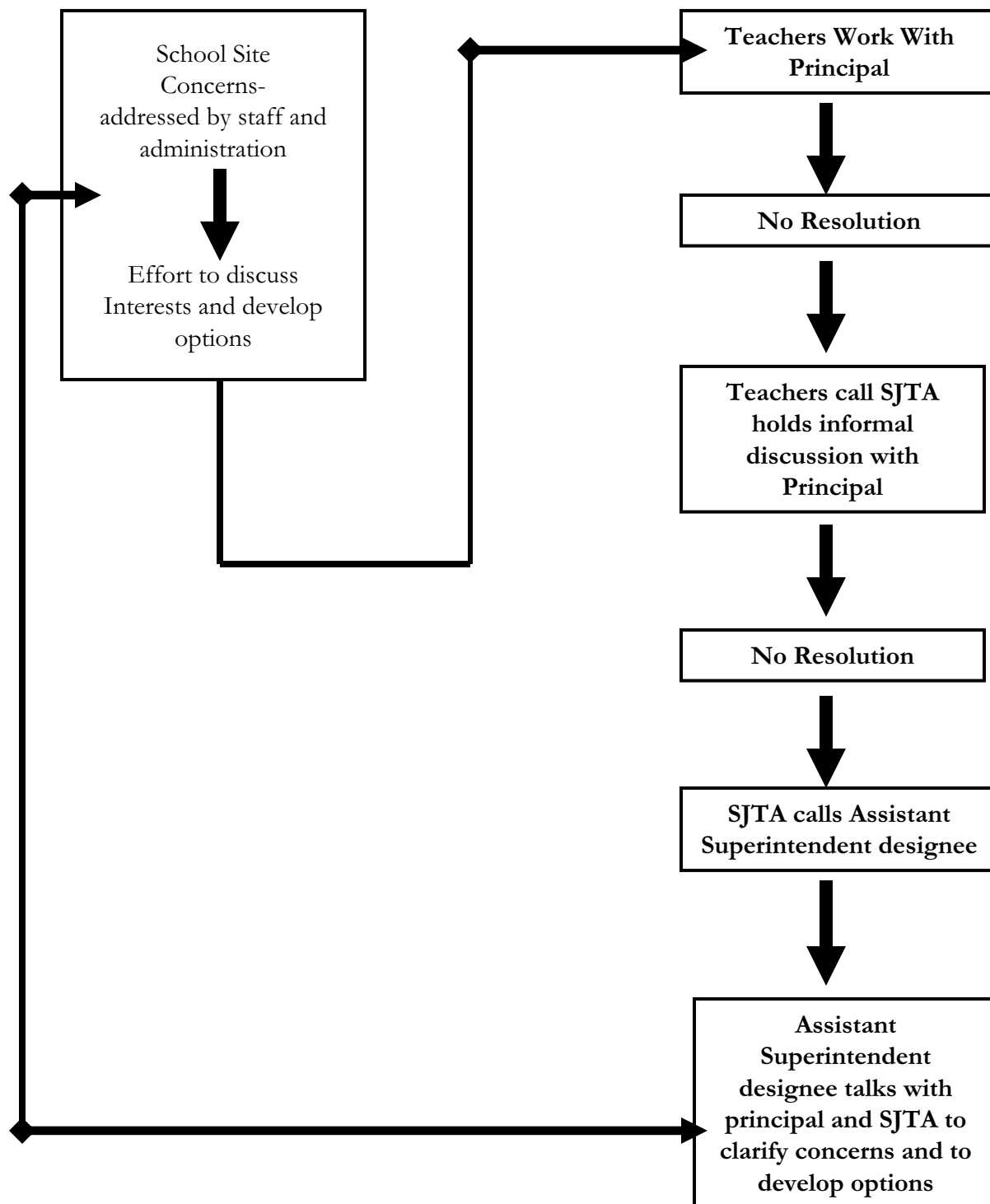
## PROGRESSIVE DISCIPLINE

A graduated system of actions to place employee on notice that behavior is unacceptable and that more severe discipline may result if the behavior is not corrected. Progressive discipline requires the degree of discipline to fit the seriousness of the misconduct.

<b><u>STAGES</u></b>	<b><u>ACTIONS</u></b>	<b><u>TIMELINES</u></b>
Informal Inquiry	Discussion leading to: a) Resolution – issue clarified b) Verbal warning c) Formal stage	Within 15 working days of knowledge of incident
Formal Notice to Member (Investigation)	Administrator gives member a written <b><u>draft</u></b> about: • concerns • circumstances/findings/consequences	Within 15 working days of knowledge of incident
Opportunity to Respond	Member clarifies and responds to notice	Within 10 working days member presents a response to draft regarding concerns
Administrative Action	Administrator's decision/action • findings • reasons • possible actions: - No Action - Written Warning - Written Reprimand - Suspension without pay	Within 10 working days administrator takes action
Grievance then 16.502 – bypass conditions, 16.506	Full Review – Step 2	Within 20 working days grievance filed (16.504)

## Dispute Resolution Mechanism

In order to resolve the meetings Issue, the first step is to rely on the good faith effort to solve the problem through the school's governance structure.



## JOINT COMMITTEES

Ground Rules: Joint committees established under this agreement are to be guided by the following:

1. Convening of committees, committee process and other committee rules and deadlines as set forth in this agreement are subject to the grievance procedure.
2. Substantive issues, policies and programs that arise from committee discussions and decisions are not subject to the grievance procedure, unless they are alleged to violate other terms of this agreement.
3. Recommendations referred to the bargaining teams are to be considered under the provisions of the "Living Contract Partnership" in Article 1.05. However, the statutory impasse procedure as specified in Exhibit K will not apply to items referred in this manner. The parties may, upon mutual agreement, choose to utilize a mediator to help resolve "Living Contract" issues.

## JOINT COMMITTEES--HISTORY

## ARTICLE 3: EVALUATIONS

A joint committee will be convened to design and implement the California Peer Assistance and Review Program. Purpose of the committee is to develop a plan that meets the law and regulations relative to peer assistance and review. The district and SJTA agree to establish this committee with 4 representatives appointed by each part to convene on later than October 1, 1999. The committee shall complete their work and submit recommendations to the respective bargaining teams no later than February 1, 2000.

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, librarians and speech therapists.

Statement of Intent for Joint Committee's Work on Teacher Evaluation

It is the deeply held belief of both SJTA and SJUSD that educators are professionals that continue to grow and improve in their craft throughout their career. All levels of experience and effectiveness deserve an environment in which to further their skills. The current model of evaluations does little to support this belief.

Therefore, it is the interest of both SJUSD and SJTA to create a systematic, non-adversarial process that supports all educators in their ongoing professional growth. This new model will radically change the structure of what we now refer to as "evaluation." This new process sees the teacher as a key participant, and will be practitioner-driven. The process will not be about a summative assessment of an educator's worth, but ongoing formative assessments centered around practice. This process recognizes that educators operate in a continuous growth model, and that support for all educators is best delivered by fellow practitioners. The focus of this work is to benefit the whole, through collaboration, shared practice, and the deprivatization of the profession.

While this new process will continue to use CSTPs, it will also recognize the importance of using multiple measures to indicate success and growth. Among these measures, student success and learning will be an important marker of teacher growth. How student success and learning are defined will be one of the major charges facing the joint task force.

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, librarians, etc.) deserve meaningful opportunities for growth through continual feedback from their peers.
- Educators that are struggling with their craft should never be left to the time-consuming practices of the past. While there is a firm commitment to PAR/BTSA by both parties, there is also acknowledgement that it was not designed to assist all teachers, at all skill levels, of the continuum.

- All educators and students deserve ongoing support from our shared practice.

While the implications are far-reaching and the myriad of issues to be addressed too numerous to list here, we as the joint task force to begin with the following essential questions including:

- How will teachers be engaged to build ownership of teacher evaluation and performance management?
- How will the system's teaching and learning infrastructure need to evolve to support implementation of the teaching standards?
- What level of specificity and conformity are we trying to create through our teaching standards?
- How do we create a universal system, with the flexibility to promote continued professionalism, regardless of current expertise?

As agreed to by the Association and the District in the 2011-12 collective bargaining agreement, the parties agree to adopt the new revised California Standards for the Teaching Profession (CSTP) as the basis for the evaluation process. Due to the severity of the fiscal crisis, the parties agreed to postpone the implementation of the joint task force agreed in the 2011-12 collective bargaining agreement. The parties recommit to form a joint task force to develop a model of evaluations that allows educators to continue to grow and improve in their craft throughout their careers. The parties shall determine the composition of the committee and convene the group no later than November 1, 2012. (See statement of Intent above.)

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 4: TRANSFERS

SJTA and district agree to establish a joint committee to address the following issues relative to state identified, low achieving schools. The list shall include but not be limited to:

- Staff stability
- Program improvement
- Teacher transfer

The committee will convene within 30 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 October 1, 1999.



The parties agree to address voluntary transfers in the Transfer subcommittee, and the implementation of the Scott legislation.

SJTA and the District agree to establish a committee that will commence meeting in January 2007 to address the concerns regarding involuntary transfers for reasons other than declining enrollment and school closure.

## ARTICLE 7: CLASS SIZE

Joint Committee: The district and the association agree to use the existing joint special education committee and add members representing English language learner teacher/administrators to study the impact of special education and English Language Learners on the regular teachers' classroom. The committee's analysis will include, but not be limited to review and federal and state special education mandates (including changes that de-emphasize student identification in the placement of special education student), the feasibility of weighted levels and Master Plan mandates for English Language Learners. The committee shall convene by August of 1999. Results of the committee's work, which may include recommendations, shall be made to the respective bargaining teams no later than February 1, 2000.

Joint Committee: The district and the association agree to establish a joint committee to study the health and safety needs of P-12 students. The intent of the parties is to review short term and long term needs and solutions. The association president will appoint counselors, nurses, and P-12 teachers not to exceed a combined total of six (6). The district shall appoint no more than six (6) administrators. The committee will convene by May 15, 1999, and the results of the committee's work and any recommendations shall be made to the respective bargaining teams no later than April 1, 2000.

Joint Committee: The district and the association agree to establish a joint committee to study the effects of the current elementary specialists' class size at grades 1-3. The study will include the impact of the policy on student achievement and a cost analysis of reducing class size and possible non-cost adjustments. Progress of the committee's work and any recommendations shall be made to the respective bargaining teams no later than November 1, 1999, with a full report due by February 1, 2000.

Within 60 days of the ratification of the contract, a joint committee (appointed by SJTA President and the Superintendent) will meet to make recommendations to the Superintendent regarding the number and placement of minimum days to accommodate elementary parent conferences.

By May 1, 2000, a joint committee will be established to review the data and make recommendations to the bargaining team (7.09)

### Counselors

School counseling programs should be an integral part of students' educational environment. Counselors should be partners in the continuous efforts towards increased student learning, with increased emphasis and assignment in Title 1 schools and those sites in low-income areas. Therefore, the parties agree to establish a *joint committee* that shall convene no later than November 1, 2012. Topics for discussion may include, but not be limited to, the following: ratios, building capacity for leadership and change, building a comprehensive counseling program, and common core standards and assessments.

## Nurses

School nurses have a crucial role in the seamless provision of comprehensive health services to children and youth, recognizing the strong relationship between health and learning, particularly in our most vulnerable children in areas of poverty. It is also acknowledged that the nurse force in San Juan has been reduced by nearly two-thirds over the past decade due to dramatic decline of revenue and enrollment. Therefore, the parties agree to establish a joint committee that shall convene no later than November 1, 2012. Topics for discussion may include, but not be limited to, the following: building capacity for leadership and change, caseloads of nurses-to-students, analysis of the needs of the student population (e.g., number of students on free and reduced lunch, number of emergency services per year).

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.

## ARTICLE 8: HOURS

The parties agree to form a joint committee for the purpose of improving the current model or developing alternative structures/delivery models for elementary prep time for implementation July 1, 2006. Criteria shall include ensuring program quality and reducing costs. The joint SJTA/SJUSD committee shall be established and meet no later than September 15, 2005. The committee will report to the Superintendent and SJTA president no later than February 1, 2006 to provide a progress update, and will present no later than April 30, 2006.

A joint committee shall be established to explore alternative structures for elementary prep time.

## ARTICLE 9: EMPLOYEE BENEFITS

Employee Benefits Joint Committee: The district and the association shall establish a joint committee to review contracting into the California Public Employees Retirement System (CalPERS) Health Benefit program. The committee's purpose is to study the cost-benefit ratio of such a plan.

The District and the Association are committed to providing cost-effective, quality health care benefits. The Association agrees to participate in a District-wide joint management and multiple bargaining unit committee established for the purpose of annually reviewing District-wide health, dental, and vision care costs, and recommending cost containment measures. The objectives of this committee are to create competitive advantages in the health care market place through large-scale group participation, utilization of effective administrative practices and development of positive collaborative organizational relationships. Pending the establishment of the multiple bargaining unit committee, the District and the Association will form a joint management/SJTA committee composed of six (6) members, three (3) appointed by the SJTA president. The specific purpose of this committee, which is to be convened no later than January 15, 2002, is to

make a recommendation regarding the level of benefits and associated costs necessary to maintain or enhance current programs as described in Article 9.01.1 a and b, specifically medical, dental and vision. If the committee is unable to reach agreement, negotiations shall reopen no later than thirty (30) days prior to open enrollment.

#### ARTICCLE 11: SALARY SCHEDULES

A joint committee shall be convened no later than November 1, 2008 for the purpose of developing a single salary schedule for all ECE assignments to be implemented no later than July 1, 2011.

#### ARTICLE 21: PRESCHOOL/CHILD DEVELOPMENT

A joint committee shall be convened within thirty (30) days of ratification with resolution or recommendations to SJTA and SJUSD no later than March 1, 2002. The parties agree to jointly develop a salary schedule to be implemented July 1, 2006 that meets the interests of the parties. A joint SJTA/SJUSD committee shall be established and meet no later than September 15, 2005. The committee will report to the Superintendent and SJTA president no later than February 1, 2006 to provide a progress update, and will present options no later than April 30, 2006.

#### ARTICLE 22: INDEPENDENT STUDY

A joint committee shall be convened within thirty (30) days of ratification with resolution or recommendations to SJTA no later than March 1, 2002.

#### ARTICLE 23: HOME/HOSPITAL

The District and Association agree to form a joint committee to discuss forms and procedures appropriate for the Home and Hospital Program. As these areas of discussion are resolved, they will become part of the collective bargaining contract. The committee shall convene by October 1, 1999 and conclude by February 1, 2000.

The parties shall implement joint committee's recommendations regarding calculation for STRS purposes.

#### ARTICLE 24: CREATING AND SUSTAINING A COLLABORATIVE CULTURE

##### Joint Committee

A joint committee will be established and will meet commencing in January 2007, to discuss and resolve the appropriate structure and composition of leadership teams at the District's alternative programs, i.e., El Sereno, Adult Education, ECE, Sierra Nueva, Palos Via, the Receiving Home, etc.

#### ARTICLE 25: TOSAs

The parties agree that Article 25, District Resource Teachers shall be re-titled "Teachers on Special Assignment" (TOSA). It is also recognized by the parties that the current sections in the Article require substantial revision in order to meet the changing needs of the district. Therefore, members of the respective bargaining teams shall meet and provide recommendations to SJTA and the

District no later than June 30 for implementation in the 2012-13 school year. The parties agree that implementation is dependent upon resources being available.

## MISCELLANEOUS

Joint Committee: SJTA and the district agree to establish a joint committee, which includes representatives of all specialized groups (HHI, Independent Study, Adult Ed.), to review and analyze the work year relative to their STRS calculation. The committee shall make recommendations as appropriate to each group.

ADVISORY SIDELETTER: By March 1, 2009, a district wide committee composed of representatives from each high school will be developed to recommend a comprehensive plan to address the issue of reducing the drop out rate, while increasing student motivation for academic success.

Joint Standards and Assessment Committee: the purpose of this committee is to continually review and make recommendations regarding developing a system of local assessments that include classroom based (formative) assessments and summative assessments that are aligned to local and common core State standards.

Joint Committee: Members of the respective bargaining teams shall meet to review the task force recommendations no later than November 1, 2012. The purpose of the review is to divide the economic from the non-economic issues, making recommendations for the non-economic issues and begin to prioritize the economic issues for possible future allocation.

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.

## MEMORANDUM OF UNDERSTANDING

The district and the association agree to establish a joint committee of 16 representatives from the instructional divisions to review, assess, monitor and modify the design and implementation of standards and assessment tasks. The committee shall be comprised of 50% teachers (appointed by the SJTA President) and 50% administrators (appointed by the Superintendent). Each party has the authority to invite guests in an advisory capacity. The committee shall consider the feedback and suggestions for revisions from respective school sites. The decision making shall be made by consensus. Reports will be made to the Superintendent for consideration. Refer to Joint Committee Rules #1 and #2 (see Exhibit N).

The Superintendent's authority shall not be restricted by this memorandum with regard to developing, adopting, and implementing content performance standards and assessments when deemed appropriate.

## MEMORANDUM OF UNDERSTANDING ON PILOT SCHOOLS

The Parties agree to support a pilot program that focuses on research based service delivery models. Key components of the pilot shall include the following:

- Professional development and training for all participants.
- Caseload of 26 for both RSP and SDC non-severe at the middle and high schools.
- 15 average class size per site for RSP/SDC at 7-12 schools; District and SJTA agree to waive the district wide class size average for these pilot schools; this waiver shall not impact ILS, autistic or other more severe programs.
- 20 maximum class size including school based students at 7-12 schools. This excludes middle school direct instructional classes.
- \$40,000 total to be distributed by the oversight committee.
- Appropriate blending of RSP and SDC classes to better meet the needs of the students.

## **GUIDELINES FOR SHARED CONTRACTS**

AS DEVELOPED BY SAN JUAN TEACHERS ASSOCIATION  
AND  
SAN JUAN UNIFIED SCHOOL DISTRICT

The District and the Association have a common interest in recruiting and retaining employees, providing employee equity, and creating positive working relationships while maintaining strong educational programs for students. All parties recognize that sharing a contract at the elementary level meets those interests, but requires the teachers sharing the contract to work more than the shared amount in order to communicate and collaborate with their partner and the school community. The following guidelines become effective immediately to the extent practicable.

### **Items of Common Agreement for Eligibility and Applying for a Shared Contract**

#### ***Eligibility***

- Participants are permanent members within the elementary/K-8 division.
- Members must have demonstrated competence by receiving all “meets or exceeds” in the member performance areas of the Summary Evaluation during the previous two years.
- The configuration of shared contracts shall be 50-50 or 60-40 and must be spread across the entire school year.
- The number of shared contracts will not exceed 15% of the FTE’s at a school site, rounded to the highest (i.e. 15% of 10 teachers is 1.5 which would round to 2). The principal may request that an additional shared contract be granted to meet site needs. This limitation on the number of shared contracts does not apply to those for medical or pre-retirement reasons.

#### ***Process***

- Eligible members declare interest to share by notifying Human Resources from January 15 – February 15.
- Human Resources Dept. will publish the list of eligible members with site locations, contact numbers, and interested grade levels. This list will be posted at each school site.
- A shared contract meeting will be offered by the District and Association. FAQ and guidelines will be provided. Shared contract teachers and principals will provide input.
- Two teachers who wish to share a contract will develop a written plan and submit it to the site administrator.
- The parties will meet to review and revise the plan.
- The administrator will approve or deny the shared contract within ten working days of the meeting.
- The teachers have a right to request a written statement of reasons for the denial. If a disagreement arises over the reasons indicated, the issue will be resolved by the contractual dispute resolution process.

### **Items Shared Partners Need to Address in a Written Plan**

- Communication
  - parent
  - staff
  - grade level team
  - partner
  - principal
- Collaboration (Banked) Day (The district is not responsible for one partner having all of the Collaboration Days within his/her schedule. In collaboration with the principal, the parties may adjust their schedule to equalize their ability to participate in Collaboration Days. Both parties have the responsibility for the information shared on Collaboration Days.)
- Faculty Meetings
  - Partners shall share the attendance at faculty meetings as equally as practical. Both partners are responsible for information shared at such meetings.
- Calendar
- First week of school
- Mutual responsibilities
  - prep (Partners resolve issues related to prep by adjusting internal responsibilities if prep isn't equally distributed on the days of their shared contract. The district is not obligated to adjust the prep schedule or provide additional prep.)
  - duties
  - consistent classroom management system
  - teaching strategies reflecting effective teaching and learning
  - substituting (When a teacher in the shared contract program is absent, the person sharing the contract with that individual shall, whenever possible, substitute for the partner.)
  - lesson planning
  - expenditures
  - weekly letter
- Transitions from one partner to the other—while you've been gone
  - daily academic progress of students
  - lesson plans—what was accomplished
  - student and school issues
  - on-going assessment
  - classroom management issues
  - parent communications
- Both partners need to
  - Attend Back to School Night
  - Attend Open House
  - Do report cards and conferences
  - Attend Staff Development Days



### **Continuation of Shared Contract**

- Throughout the year, the principal/teachers communicate concerns regarding the shared contract. Unresolved concerns should be reduced to writing.
- By February 1, the team shall make every effort to declare their intention to continue or dissolve the shared contract.
- By February 1, if there is mutual agreement by the team to continue, but the site administrator determines the concerns remain unresolved based upon the implementation of the written plan in the guidelines for shared contracts, the principal may deny the continuation of the shared contract.
- The teachers have a right to request a written statement of reasons for the denial. If a disagreement arises over the reasons, the issue will be resolved by the contractual dispute resolution process.
- If the shared contract will not continue for the next year and the school does not have a vacancy to absorb an additional team, either partner may voluntarily place him/herself on the surplus list. In the absence of a volunteer, the least senior partner shall be placed on the surplus list.
- If one teacher in the shared contract leaves the school, the teacher who stays will be given the option of finding another teacher to share the contract and submitting a new plan to the principal for approval. If this cannot occur, the district may either assign a partner or the teacher will be offered a full-time contract if available. In the absence of these options, the teacher may take a leave of absence.
- When the school is required to reduce staff and a surplus occurs and either member of the shared team is least senior, the shared partners may surplus as a team or the least senior teacher in the share will be surplusd in addition to the least senior member of the staff (1.5 FTE).
- If an opening in a shared contract occurs mid-year, a temporary or probationary employee may work in the portion of the share which was vacant for the remainder of the year.

### **Program Review**

The District and the Association will review shared contracts focusing on the following:

- Did shared contract requests exceed the 15% limit?
- What data supports or does not support the effectiveness of the shared contracts?
- Should anything be added to or removed from the guidelines?
- Should the maximum cap be increased?

Side Letter of Agreement  
Between  
San Juan Unified School District  
And  
San Juan Teachers Association  
Addendum to Retirement Incentive Agreement 2003/04

January 13, 2004

The parties agree that if the proposed PARS retirement incentive is implemented, bargaining unit members participating in the incentive may, after retiring July 1, 2004, work for the district in accordance with the following conditions:

1. a. Retirees shall not exceed their STRS/PERS earnings limitation.
- b. Monitoring district earnings as against their STRS/PERS limitation shall be the sole responsibility of the retiree and neither the District nor the Association shall be liable or otherwise responsible for any penalties incurred from STRS/PERS as a result of the retiree exceeding their earnings limitation.
2. a. Retirees are eligible to be hired only as a substitute (guest teacher), temporary employee or on a limited term assignment with a specified end date for the assignment not to exceed the end of the school year for which they are hired.
- b. Retirees hired as a substitute shall be compensated at the district's guest teacher rate of pay for retirees in effect at the time the retiree is hired as a guest teacher.
- c. Retirees hired as temporary employees or on a limited term assignment shall be placed in the same column in which they are currently placed, but shall be limited to Step 1 of the salary schedule. Retirees placed on Step 1 of the salary schedule in accordance with this provision shall not be eligible to accrue additional units/credits for purposes of increasing their salary to the next column(s).
- d. Retirees hired under provision 2 of this Agreement shall require pre-approval of the department or program's supervisor and Human Resources.

For the District:

*Dianna R. Garcia*  
Dianna R. Garcia, Assistant Superintendent, Human Resources

For the Association:

*Tom Alves*  
Tom Alves, Executive Director, SJTA

Date

Date

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
SAN JUAN UNIFIED SCHOOL DISTRICT  
AND  
SAN JUAN TEACHERS ASSOCIATION  
Regarding AdvancePath Academics

STATEMENT OF INTENT:

AdvancePath Academy, in partnership with Encina Preparatory High School, New San Juan High School, La Entrada Continuation High School and San Juan Unified School District, agrees to provide an alternative learning environment in a state-of-the-art classroom. We serve students within the district, as well as surrounding districts, who have become deficient in credits and are disengaged at traditional high schools.

The AdvancePath Academy instructional team is committed to working collaboratively to ensure the success of our students. We do this by participating in professional development opportunities that enhance teaching practices.

The AdvancePath team is committed to providing a culture of change focused on creating open and positive student-teacher relationships. We also do this by creating a comfortable and safe learning environment; blended model of instruction that includes online instruction, one-on-one, and small group learning. Students engage in a course of study that is tailored to his or her individual needs.

The AdvancePath team is committed to working with the staff and administration at Encina Preparatory High School, New San Juan High School, La Entrada Continuation High School, San Juan Unified School District, and the community as a whole in order to provide our students the opportunity to succeed in school and in their future.

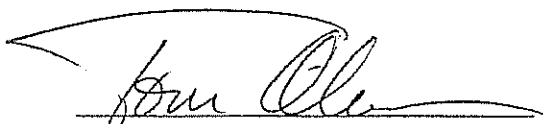
The following provisions will apply to members working at the AdvancePath Academy:

1. Teachers assigned full-time to the AdvancePath program shall be compensated in accordance with the regular SJTA salary schedule.
2. Teachers assigned full-time to the AdvancePath program shall be paid the AdvancePath stipend of \$2,170.00 per school year *for commitment beyond the normal secondary school day*.
3. The AdvancePath program shall include a Lead Teacher position. The Lead Teacher position shall be paid a stipend equivalent to a High School Department Chairperson, in addition to the AdvancePath teacher stipend.
4. Teachers assigned full-time to the AdvancePath Program shall be paid 0.055 of an FTE (20 minutes) in lieu of a prep period.
5. The selection process for teachers assigned to the AdvancePath Program shall include two (2) members from the San Juan Teachers Association, two (2) administrative representatives, and a member representing AdvancePath Academics.
6. Teachers selected for the AdvancePath Program shall attend a two-(2) week training program prior to the beginning of the program.

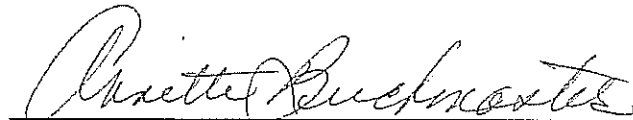
7. Members of the AdvancePath staff shall have the autonomy to develop multiple shifts to accommodate two or three 4-hour instructional blocks of student instructional time. The team members shall develop and utilize a collaborative decision-making model, facilitated by the lead teacher, which promotes fairness and all members' involvement. In the event that staff scheduling is irresolvable within the team, current work schedule shall remain in effect until a majority vote is achieved.
8. All other provisions of the SJTA collective bargaining agreement will be in full force, including but not limited to staff development, Article 24, and NIDS.



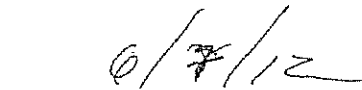
Roger Stock  
Chief Academic Officer  
San Juan Unified School District



Tom Alves, Executive Director  
San Juan Teachers Association



Annette Buckmaster, Assistant Superintendent  
of Human Resources  
San Juan Unified School District



Date



Date

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE SAN JUAN UNIFIED SCHOOL DISTRICT  
AND  
THE SAN JUAN TEACHERS ASSOCIATION

This Memorandum of Understanding is made and entered into this 30<sup>th</sup> day of January, 2009, by and between the SAN JUAN UNIFIED SCHOOL DISTRICT (hereinafter the "DISTRICT,") and the SAN JUAN TEACHERS ASSOCIATION (hereinafter the "Association").

WHEREAS, the DISTRICT and the ASSOCIATION (hereinafter collectively "Parties") are desirous of coming to an agreement and understanding concerning the manner in which the DISTRICT calculates seniority for its certificated staff.

WHEREAS Education Code section 44845 states:

Every probationary or permanent employee employed after June 30, 1947, shall be deemed to have been employed on the date upon which he first rendered paid service in a probationary position.

WHEREAS Education Code section 44918(a) states:

Any employee classified as a substitute or temporary employee, who serves during one school year for at least 75 percent of the number of days the regular schools of the district were maintained in that school year and has performed the duties normally required of a certificated employee of the school district, shall be deemed to have served a complete school year as a probationary employee if employed as a probationary employee for the following school year.

NOW, THEREFORE, it is mutually understood and agreed upon between the Parties that the aforementioned Education Code sections will be harmonized as follows:

1. When the DISTRICT confers probationary status upon a certificated employee who has previously served the DISTRICT as a temporary certificated employee for at least 75 percent of

the number of days of the immediately preceding school year, the seniority date of the certificated employee shall be the first date upon which the employee rendered paid service in the immediately preceding school year of temporary employment.

2. By way of example, but not limitation, of how the seniority methodology for certificated employees described and agreed to in paragraph 1, above, might be established, would include:

- a. If a certificated employee is initially employed as a probationary employee, that certificated employee's seniority date would be the date upon which he/she first rendered paid service.
- b. A certificated employee is initially employed as a temporary employee and serves at least 75 percent of the number of days the regular schools of the DISTRICT were maintained, and is hired back as a temporary employee for the ensuing school year. During that second year of employment the certificated employee is made probationary. The certificated employee's seniority date would be the first date upon which the certificated employee rendered paid service in the year immediately preceding the year in which the teacher was made a probationary employee.
- c. A certificated employee is initially employed as a temporary certificated employee and serves at least 75 percent of the number of days the regular schools of the DISTRICT were maintained. The following school year the certificated employee is hired as a temporary certificated employee, and works the entire school year as a temporary certificated employee. The certificated employee is then hired by the DISTRICT for a third year of employment as a temporary employee, but at some point during the third year is made probationary. The certificated employee's seniority date would be the first date upon which the certificated employee rendered

paid service in the year preceding the year in which the certificated employee was made probationary. In this calculation, only one (1) year of temporary employment, the year immediately preceding the achievement of probationary status, may be counted in calculating seniority.

3. The ASSOCIATION agrees to withdrawn Grievance #EER-CE-832 related to the manner in which the DISTRICT calculates seniority in the surplusing process for the 2008-2009 school year.

4. This Agreement contains all the terms and conditions agreed upon by the parties regarding the subject matter of this Agreement, and supersedes any prior Agreement, oral or written, and all other communications between the parties relating to such subject matter.

Executed as of the date first written above:

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

AGREEMENT APPROVED AS TO FORM:

\_\_\_\_\_  
Linda C.T. Simlick  
General Counsel

San Juan Unified School District

\_\_\_\_\_  
Michael McCallum  
Attorney at Law

San Juan Teachers Association

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
SAN JUAN UNIFIED SCHOOL DISTRICT  
AND  
SAN JUAN TEACHERS ASSOCIATION

**The Redesign Of San Juan High School**

**Statement of Intent**

The San Juan Unified School District and the San Juan Teachers Association agree that San Juan High School will be a location for research and development of best practices for high school education reform. We will invest talent, time and resources to develop structures, processes and practices that are most effective for the students of San Juan High School and San Juan Unified School District. San Juan High School will become a model for other local and regional schools as a place to see the best high school reform efforts.

We are open to innovation and experimentation while maintaining many valuable high school experiences and rigor of the California State Content Standards of a complete high school. The school's schedule will allow students to take courses at San Juan High School, American River College and in an online setting. Students will engage in a course of study that blends career, high school and college academics, which will lead to multiple pathways after graduation. The culture of the school will promote 21<sup>st</sup> Century workplace skills, civic responsibility, and positive social behavior. San Juan High School will be the home of innovation as we seek to change high school education from the industrial model to the 21<sup>st</sup> Century Learning for a Global Society.

This is our work. This is our commitment.

**Provisions of the Agreement**

The San Juan Unified School District and the San Juan Teachers Association agree to the following provisions in the implementation of the redesign of San Juan High School. It is understood that this



agreement is a living contract and that either party may call for a review and/or modifications based upon new information.

1. San Juan Teachers Association will provide two representatives to participate on the interview panels for the principal and vice principal positions. The District will provide five representatives. For the selection process of the leadership/design team, the Association will have two representatives and the District will have five that includes the two vice principals. Four members of each panel will develop and identify criteria for the paper screening process and criteria and sample questions for the interview process. The interview panel will develop the final set of interview questions.
2. Once the administrative staff (principal and vice principals) are selected, certificated staff openings will be advertised throughout the district. This process shall begin with the selection of the design team. This process shall occur prior to the May surplus (involuntary transfer) process commences.
3. Certificated employees who wish to be considered will submit an application form. The application form will indicate whether the teacher wants to be considered for both the staff and design team, or only the staff at large.
4. Once the design team is selected, they will join the administrative team to hire the remainder of the staff. Each member of this hiring team shall have an equal voice. The interview team may be expanded to include key subject area teachers to assist in the interview who shall be paid at the contractual extra assignment rate.
5. Certificated staff currently at San Juan High School will be entitled to an interview upon his/her application.
6. Certificated staff that apply, interview and are selected for positions at San Juan High School will be notified prior to the surplus process, so that any vacancies thereby created will be included for surplus staff (recognizing that possible reductions of staffing at the school site for 2008-09 may not generate a vacancy, but instead may result in the school not having to identify a teacher to surplus.) All current SJHS staff members who do not apply or who are not selected for a position shall be placed on the surplus list. Members may not be surplus to San Juan High School without an interview by the Leadership Team.
7. All permanent and probationary employees with appropriate credentials and CLAD or equivalent certification are eligible to apply. Teachers who have received a preliminary notice of layoff may apply and be selected as an alternate. Alternates can only

be selected for a vacancy if they do not receive a final May 15 layoff notice. If vacancies still exist after May 15 the process reverts to current contract.

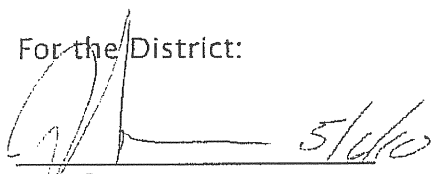
8. All applicants will be informed of the following expectations, and their application is deemed to be agreement to these provisions:
  - a. Additional time commitment: As compensation for the additional time and expectations with starting up a new school, each certificated staff member, including the leadership/design team members, shall receive an annual stipend of \$2000 for the term of this three year agreement.
  - b. Commitment: The parties to this agreement are seeking candidates who will make every effort to commit to this school for at least three years for the purpose of training, continuity, and building leadership capacity.
  - c. Applicants must have an interest in and/or expertise and commitment to developing a program dedicated to the following core principles
    - i. New structural arrangements (may include learning in multiple settings, restructured coursework (including organizing curriculum in specific programs of study), flexibility in time and learning supports, dual enrollment in high school and college courses, and extended day programs
    - ii. Integrated curriculum (embedding academic standards-based concepts in real world contexts, and infusing fundamental academic concepts from traditional subject areas into pathways organized around industry sectors
    - iii. Innovative teaching practices (academic and CTE teachers working together to design approaches in which students are motivated by learning processes that emphasize 21<sup>st</sup> century workplace skills e.g communication, problem solving, decision-making)
    - iv. Student assignment and choice: students must be able to choose their pathways based upon interests whether their thoughts turn to employment or higher education; the goal is for each pathway to enroll diverse groups of students who learn in a shared environment
    - v. Use of variety of assessments (formative and summative) of student performance to adjust instruction and measure improvement on a longitudinal basis

- vi. Partnerships with business, and higher education: may include extending courses into the community as well as teachers working in the field with supportive adults who are occupationally engaged in areas of the schools programs.
  - vii. Advisory systems of student support (may include variety of new strategies and capacities for personalization support for students and connecting with parents)
9. Leadership/Design Team: The five certificated staff selected for the team shall be paid a stipend of one thousand dollars (\$1,000) for the preliminary design teamwork prior to the beginning of the 2008–09 school year.
  10. The Leadership/design team shall be considered the leadership team for the 2008–09 school year, and shall receive the leadership team stipend of one thousand four hundred dollars (\$1400).
  11. No later than February 1, 2009, the district and SJTA will convene to determine whether regular contractual provisions still apply, including but not limited to leadership team provisions (Article 8 and 24) based on the school's redesign using input from the staff. If no agreement is reached by May 1, 2009 current provisions shall apply.
  12. Revised May 2009 — The parties acknowledge that recruiting and maintaining staff that are qualified and committed to the school's innovative redesign plan is in the best interests of the students and the future success of the school. Therefore, it is agreed that Articles 4.3 Involuntary Transfers, shall be modified to allow staff members of San Juan High School the opportunity to be reassigned to another site by voluntarily placing themselves on the surplus list pursuant to §4.3. for the spring of 2010.
  13. Revised May 2009 — Additionally, members shall be assigned from the surplus list to San Juan High School only after receiving a copy of the most current redesign plan and successfully participating in an interview process with the School Leadership/Design Team.
  14. Revised May 2009 — The school, in collaboration with the District and SJTA, shall be empowered to modify the schedule and calendar to meet the intent of the school's vision as it transitions to a Career Pathways High School. In order to make this transition possible, current staffing ratios shall be maintained through June 2011. It is understood that the school will stay within any legal and

- financial parameters and that if obstacles occur, the parties (i.e. district, SJTA, and leadership team) agree to meet and negotiate a mutually acceptable solution.
15. The NSJHS shall be empowered to develop a coherent and comprehensive curriculum, assessments, instructional models, and professional development that are in accordance with the previously established statement of intent, legal mandates and both the district and site's mission and core values. This includes, but is not limited to textbook selection, materials, training, promising practices, and other academic resources.
  16. Revised May 2009 — The leadership team shall hold an election for 5 teacher leaders in the spring of 2009. The timeline for this year only will be 2 days for nominations and 2 days for the election.
  17. Revised May 2009 — Beginning July 1 2009, the District and SJTA agree to establish a NSJHS District Support System. This will include a NSJHS Construction Steering Committee and a NSJHS CTE Pathways Site Support Team. The CTE Site Support Team focus is to engage in action dialogue and inquiry processes that help to build the collective capacity at the school in order to enhance and refine the vision and goals established by the Site leadership Team and the staff.
  18. Revised May 2009 — The parties agree to seek funding to support the hiring of a researcher to document the progress of The New San Juan High School's transition to a Career Pathways School.
  19. The term of this agreement: 2008 through the end of the 2011-2012 school year.

Tentatively agreed this day of May, 2010.

For the District:

  
Jess Serna  
Director of Labor Relations  
San Juan Unified School District

For San Juan Teachers Association:

  
Tom Alves  
Executive Director  
San Juan Teachers Association

Memorandum of Understanding  
Between the  
San Juan Unified School District  
And San Juan Teachers Association

**Building a Foundation of Equity, Excellence, and Collective Responsibility  
for the Successful Transformation of  
Encina Preparatory High School (Grades 6-12)**

**Preamble**

The foundation for the work at Encina is the belief that all Encina graduates are academically and intellectually prepared to succeed at a four-year university. This means that all students graduate with the knowledge, skills, and abilities that will qualify them to enter college, if they so choose. Their education at Encina will include rigorous career and college readiness, as well as civic engagement, enabling them to have a full range of choices to succeed in the 21<sup>st</sup> century.

**Expectations of Collective Responsibility**

In order to establish and sustain a professional culture of mutual respect, support, trust, and responsibility amidst vast uncertainty and change, one must adhere to the following expectations:

1. Commit to participating in trainings, and implementing changes to improve instructional practices, and responsibility for the development and success of the five central principles, and supporting actions outlined in the Design Team's Interim Report of March 29, 2011, in support of students in grades 6-12.
2. Work collaboratively, which includes an open door policy for school leaders, teachers, counselors, staff and those responsible for the success of the schools in the SJUSD's west end, to ensure the success of students in the new 6-12 Encina.
3. Work collaboratively with the Coordinator, Family Resource Center, and other community partnerships that are part of the larger resource and social service agencies that support the work of the new 6-12 Encina.

### **Compensation For Expanded Responsibilities and Time**

As compensation for added responsibilities and time (longer day, longer work year) associated with completely transforming Encina to a 6-12 school and being a recipient of a Federal School Improvement Grant, all unit members will have their base compensation increased by \$5,000 for the school years 2011-12 and 2012-13. Efforts will continue to be made to sustain this additional compensation and time through appropriate federal and state categorical monies and other foundation grants. However, this additional compensation cannot be guaranteed beyond the life of SIG monies that ends in 2012-13.

### **Work Year Calendar**

In order to prepare for the dramatic changes that will be implemented next fall and throughout the school year, all Encina staff, who have not elected to opt out Encina for the 2011-12 school year, will be required to report to work on June 13 and June 14, 2011, to begin the work of planning the implementation phase for the next school year. Compensation for June 13 and 14 will be at the member's daily rate of pay and separate from the stipend as it falls within the current fiscal year.

Also, as part of the \$5,000 stipend, all staff members will be required to start the new school year on August 8, 2011. Due to the late notice of this timeline, members that have previous commitments, that if changed would create unnecessary hardship, will notify the principal and may be excused with one's stipend to be reduced accordingly.

Additionally, staff members are expected during the summer to take on a reasonable amount of work related to the start up next fall. These assignments, which will evolve naturally out of the initiatives outlined in the design's team Interim Report, will be determined by the staff over the course of the two additional days, June 13 and 14. The start date for the 2012-13 school year is tentatively scheduled for August 6, 2012.

### **Teacher Work Day**

7:50 a.m. to 3:50 p.m. (Monday, Wednesday, and Friday) and 7:50 a.m. to 3:30 p.m. (Tuesday and Thursday)

### **Governance Structure/Leadership Team**

1) As previously agreed to by the parties, the Design Team's service will conclude no later than May 30, 2011. The current School Leadership Team will assume the responsibility for carrying out the Design Team's work and fulfilling the requirements of the School Improvement Grant for the 2011-12 school year. Terms for individuals that are due to expire shall be extended one year for the purpose of continuity and stability. All positions on the School Leadership Team, including the two additional 6-8<sup>th</sup> grade positions (referenced in #3 below), will be up for re-election in the spring of 2012. All other provisions of Article 24 remain in force unless otherwise stipulated in this agreement, which includes the Design Team's Interim Report.

2) The parties agree that the vision expressed in the Design Team's Interim Report may configure and distribute leadership and responsibility differently than the original intent of Article 24. Therefore, waivers may be granted for the 2011-12 school year. The parties agree to review this section in the spring of 2012 and consider necessary modifications based upon recommendations of the Leadership Team and staff.

3) With the addition of grades 6-8, two members who teach the middle years program will be added to the current Leadership Team of six bringing the total number to eight, which includes the principal and one vice principal. Selection to the team for the upcoming year 2011-12, will be through an application process. The two additional members shall be interviewed and selected by the current school Leadership Team. Each member of the team shall have an equal voice. The preferable decision-making process shall be by consensus. Absent consensus, a majority vote shall prevail. Once the school Leadership Team is complete, they will be responsible for hiring new staff.

4) Vacancies on the current Leadership Team that occur due to utilizing the opt-out clause of this agreement shall be filled by the normal secret ballot election procedures no later than May 27, 2011.

5) Certificated employees who wish to be considered for any vacancies will submit an application form, which will indicate whether the applicant wants to be considered for both the staff and the Leadership Team or only for the staff at large. All probationary and permanent certificated employees with appropriate credentials, except those who have received final layoff notices (May 15), are eligible to apply. All applicants will receive this agreement and any appendices prior to the interview process.

#### **Certificated Evaluation**

All certificated staff, except those with temporary or probationary status, shall utilize the Option B process outlined in the current collective bargaining agreement. All other provisions of Article 3 remain in force.

#### **Transfer**

The parties agree that recruiting and maintaining staff that are committed to Encina's transformation process is in the best interests of the students, faculty, and overall success of the school. Therefore, it is agreed that Article 4 shall be modified to allow staff members of Encina to opt-out and be reassigned to another site by voluntarily placing themselves on the surplus list, pursuant to Section 4.3, for the spring of 2011.

#### **Dispute Resolution Process**

Encina's mission to create a shared leadership and governance model will place additional responsibility on every staff member. This is radically different from traditional models that are hierarchical and autocratic. Conflicts that are usually avoided or swept under the rug will now need to rise to the surface. A fair dispute

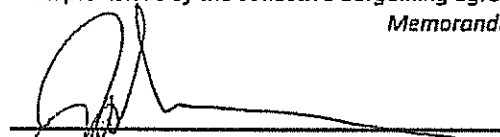
resolution process allows problems to be admitted, aired, resolved constructively and defused before they result in serious damage. Therefore, the parties agree that the following steps shall be followed to provide the best opportunity for a collaborative and democratic work place.

**Step One:** Those involved in a dispute shall attempt to work out the dispute together in face-to-face meetings.

**Step two:** If the dispute is not resolved, members may request a meditative process that includes trained mediators as determined by SJTA and District. The meditative process is provided for both teacher-to-teacher disputes as well as teacher-to-administrator. All correspondence and conversation during the meditative process is confidential and shall not and cannot be used in any subsequent formal process involving evaluation or discipline.

**Step three:** The grievance process as outlined in the contract remain in force. Additionally, SJTA and the District agree to utilize an expedited arbitration process in cases involving administrative transfer for just cause as outlined in Section 4.03.8 of the collective bargaining agreement.


*All provisions of the collective bargaining agreement remain in force unless otherwise stipulated in this Memorandum of Understanding.*



Jess Serna, Senior Director  
Labor and Employee Relations  
San Juan Unified School District

5-6-11

Date



Tom Alves, Executive Director  
San Juan Teachers Association

5-6-11

Date

#### Election To Work At Encina

I, \_\_\_\_\_, fully understand the above  
(Print Name)

commitments and expectations and those in the attached appendix may be included in the assessment of my performance.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**SIDE LETTER OF AGREEMENT**

**SAN JUAN UNIFIED SCHOOL DISTRICT**

**And**

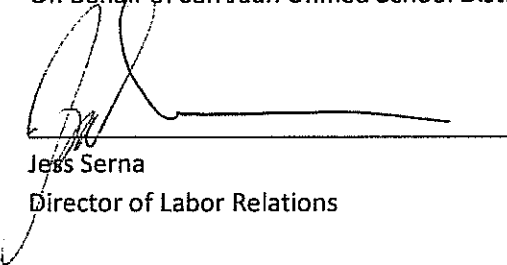
**SAN JUAN TEACHERS ASSOCIATION**

**Regarding Cottage Elementary School Transition to Montessori**

The San Juan Unified School District and the San Juan Teachers Association hereby agree to the following provisions concerning the transition of Cottage Elementary School to a Montessori school.

- The transition to a Montessori school will be grade-by-grade beginning with kindergarten. This transition will begin in 2011/12 school year. The school as a whole will transition to a Montessori school based on this grade-by-grade transition model.
- Teachers for the Montessori program will be selected by the school leadership team.
- The appropriate Montessori training will be provided by the District.
- Teachers must successfully complete the Montessori certification process.
- Teachers choosing to opt out of the Montessori program may utilize the surplus process.
- All other contractual provisions remain in force.

On Behalf of San Juan Unified School District



\_\_\_\_\_  
Jess Serna

Director of Labor Relations

3-8-11

\_\_\_\_\_  
Date

On Behalf of San Juan Teachers Association



\_\_\_\_\_  
Tom Alves

Executive Director

3-8-11

\_\_\_\_\_  
Date

Memorandum of Understanding

San Juan Unified School District

And

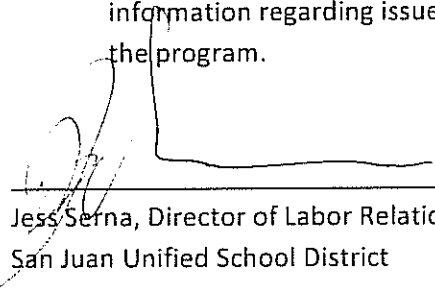
San Juan Teachers Association


Regarding Full-Day Kindergarten

The San Juan Teachers Association and the District are committed to providing students with structures that will support teaching and learning. Full-day kindergarten is one of many structures that will provide students with opportunities for student success.

The San Juan Teachers Association agrees to the following:

- Full-day kindergarten shall be determined by individual site. This determination will be made by teaching staff at all grade levels at each site.
- Kindergarten teachers will be allowed to use existing collaboration time (Thursdays) for the remainder of this year and periodically throughout the year for the planning and development of the instructional program.
- A network of full-day Kindergarten teachers will be established for the purpose of sharing knowledge and building upon the ideas of the different programs.
- Criteria for determining the establishment of full-day kindergarten shall include, but not limited to, available classrooms, transportation, facility modification, and additional student supervision.
- Full-day kindergarten teachers shall receive prep as any other elementary teacher.
- Instructional models and schedules shall be determined by each individual site.
- The District and SJTA shall establish a joint full-day kindergarten task force to assist and provide information regarding issues related to full-day kindergarten, and evaluate the effectiveness of the program.

  
\_\_\_\_\_  
Jess Serna, Director of Labor Relations  
San Juan Unified School District

  
\_\_\_\_\_  
Tom Alves, Executive Director  
San Juan Teachers Association

4-30-10

Date

8-18-10

Date

## ELEMENTARY REPORT CARDS

The parties agree that the following changes are necessary for members to accurately and efficiently input grades. Therefore, the district shall:

- Reinststate a *single mark*, e.g., 'X' or check mark, rather than a grade, as an appropriate way to mark Progress Reports (between Trimester grading periods) for students not demonstrating proficiency in a particular standard effective August 15, 2012.
- Give members the ability to view a student's entire report card on one screen
- Increase the number of characters possible for making comments in the required comments section
- Form a Joint Committee with the Association to address existing content issues on the current report cards in addition to preparing the report card transition to Common Core Standards.

**SIDE LETTER OF AGREEMENT**  
**SAN JUAN UNIFIED SCHOOL DISTRICT (District)**  
**and the**  
**SAN JUAN TEACHERS ASSOCIATION (Association)**  
**Regarding the Early Childhood Education Content Specialists and**  
**Teacher on Special Assignment (TOSA)**

**Background:**

As directed by the Board of Education, an Early Childhood Education (ECE) Design Team was established and began their work in July 2014. The charge from the board was to develop a redesign of the department's work to ensure fiscal health and reduce contributions from the general fund. The Design Team presented its recommendation in a board workshop on February 10, 2015. At the March 10, 2015 board meeting, an ECE update was provided including a quick review of the Design Team's recommendation. In addition, the board was provided updated budget information, board requested questions were answered and prior discussions were continued. As a result of the previous discussions, the board took action to approve the ECE redesign on April 14, 2015.

**Intent:**

The intent of this Side Letter of Agreement between the District and the Association is to ensure that the ECE redesign is implemented as effectively as possible, with ECE Content Specialists and ECE TOSAs providing critical site-based and instructional and program support to ECE teachers and staff within the prototype regions and to the ECE department. Both parties agree to review this Side Letter annually and modify as needed as they learn from the ECE redesign prototype.

**ECE TOSA Agreement:**

The purpose of TOSAs is to support adult and student learning by building capacity through collaborative work with staffs, leadership teams, and administrators throughout the District. The District and the Association hereby agree to the following for ECE TOSAs:

**Evaluation**

All ECE TOSAs will be evaluated in accordance with Article 3.

**Term**

Pending the annual extension of this agreement, ECE TOSAs will serve a four-year term with the option of applying for an additional four-year term after returning to an ECE classroom/center teaching assignment for one year. During this first term, four-year and five-year terms shall be staggered and determined by lottery.

After serving two (2) or more years, a member may have the option to be placed on the involuntary transfer list in the spring.

**Selection, Transfer and Return Rights**

All ECE TOSA positions lasting over sixty (60) days will be advertised.

Members applying must possess a BA/BS degree and Child Development/ECE Site Supervisor's Permit or the equivalent, per Title 22 Section 101215.1(h). Additionally, members applying for the

ECE TOSA position supporting Infant/Toddler programs will need to have completed three (3) semester units related to infant care.

Members applying must have five (5) years of applicable teaching experience in accordance with Exhibit F.

ECE TOSA selection process will be in accordance with Section 4.04.2.

ECE TOSA may return to his/her original site within one (1) year.

#### Hours

ECE TOSAs shall work an 8-hour professional day with staggered schedules to support extended day programs. For example, one ECE TOSA works 7 a.m. – 4 p.m. and the other 9 a.m. - 6 p.m.

#### Work Year

ECE TOSAs will have a 12 month work year and be placed on the Calendar 6 work year calendar.

#### ECE TOSA Roles and Responsibilities will include, but not be limited to:

- Support safe and healthy learning environments
- Coach, co-teach, model lessons with teachers
- Facilitate professional development and learning for self, teachers, and other instructional staff
- Provide support in selecting and using high-quality instructional materials
- Address and support teacher absences/breaks to ensure mandated ratios
- Provide training and support in areas of student behavior and support
- Provide training and support in handling parent concerns upon request
- Coordinate with site staff regarding safety and drills
- Serve as a point of contact for licensing and review/monitoring visits
- Collaborate with school site staff and ECE staff to ensure compliance with grant requirements and program quality for all students and families

#### **ECE Content Specialist Agreement:**

The District and the Association hereby agree to the following for ECE Content Specialists:

#### Evaluation

All ECE Content Specialists will be evaluated in accordance with Article 3.

#### Term

ECE Content Specialists will have a term limit of six (6) years. However, during this first term, seven and eight-year terms shall be staggered and determined by lottery or self-selection.

ECE Content Specialists, who in the previous year did not have a classroom teaching assignment, may have the option to be placed on the involuntary transfer list in the spring. After serving two (2) or more years, a member may have the option to be placed on the involuntary transfer list in the spring.

### Selection, Transfer and Return Rights

All ECE Content Specialist positions lasting over sixty (60) days will be advertised.

Members applying must possess a BA/BS degree and Child Development/ECE Site Supervisor's Permit or the equivalent, per Title 22 Section 101215.1(h). Additionally, members applying for the ECE Content Specialist position supporting Infant/Toddler programs will need to have completed three (3) semester units related to infant care.

Members applying must have five (5) years of applicable teaching experience in accordance with Exhibit F.

ECE Content Specialist selection process will be in accordance with Section 4.04.2.

ECE Content Specialists may return to his/her original site within one (1) year.

### Hours

ECE Content Specialists shall work an 8-hour professional day with staggered schedules to support extended day programs as needed. For example, some ECE Content Specialists work 7 a.m.–4 p.m. and the others 9 a.m. - 6 p.m.

### Work Year

ECE Content Specialists will have a 12 month work year and will be placed on the Calendar 6 work year calendar.

### ECE Content Specialist Roles and Responsibilities will include, but not be limited to:

- Attend state, county, and local informational meetings and professional development, and read professionally to build capacity and remain current with best practices, research, and regulations associated with the assigned content area(s)
- Collaborate with other staff and educators to develop, plan and facilitate professional learning related to the assigned content area(s)
- Monitor related programs and implementation of best practices and regulations to ensure (a) related operations are to standard, (b) compliance with federal, state, and county performance standards and grant/contract requirements, and (c) successful county, state, and federal reviews and audits
- Assist ECE administrators, ECE instructional staff, and ECE support staff with the implementation of quality services to children and families related to the assigned content area(s)
- Communicate and collaborate with school site staff and ECE TOSAs to ensure implementation of quality services to children and families related to the assigned content area(s)
- Analyze student achievement data and community data to assist in informing instructional and programmatic decisions
- Provide classroom support as needed (i.e., guest teaching to maintain mandated ratios, demonstrating lessons and best practices related to assigned content areas, etc.)


Each of the five (5) Content Specialists may be assigned up to three of the following areas:

- Care Management/Integration of Services
- Disabilities
- Education
- Eligibility, Recruitment, Selection, Enrollment, and Attendance (ERSEA)
- Family & Community Engagement
- Governance/Policy Committee
- Mental Health
- Nutrition
- Safe Environments
- Technology
- State Programs/Notice of Action Appeals


This Side Letter of Agreement is non-precedential and will sunset on June 30, 2018. This Side Letter of Agreement will be reviewed annually and may be revised and/or extended by mutual agreement between the District and Association.

On Behalf of San Juan Unified School District

On Behalf of San Juan Teachers Association

  
\_\_\_\_\_  
Jim Shoemake  
Assistant Superintendent  
Schools and Labor Relations  
San Juan Unified School District

4/2/16  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Tom Alves  
Executive Director  
San Juan Teachers Association

4/7/16  
\_\_\_\_\_  
Date

Memorandum of Understanding  
Between the  
San Juan Unified School District  
And  
San Juan Teachers Association

**Building a Foundation for the Successful Implementation of the UnSchool**

**Mission**

Our mission is to ignite our students' creative genius by ensuring a challenging, relevant, and joyful education.

**Vision**

The UnSchool utilizes a project-based educational model that provides rigorous and relevant learning opportunities, and develops real world skills in order to prepare students for a rewarding future in our increasingly multicultural society and global economy.

**Shared Beliefs**

Every person is unique and has equal worth.

Everyone can and will learn.

People learn in different ways and at varied paces.

Education is the shared responsibility of students, families, teachers, staff, and community.

Quality education expands opportunities throughout a person's life.

Challenging people to meet high expectations leads to exceptional learning and remarkable results.

Nurturing relationships and healthy environments are necessary for individuals to thrive.

Diversity is a valuable asset that strengthens and enriches our community.

Personal development and community well-being depend on individual responsibility.

Everyone benefits when people willingly contribute to the well-being of others.

Honesty and integrity are essential to build trusting relationships.

Access to a quality public education is essential to our democracy.

**Expectations of Collective Responsibility**

The UnSchool will provide education that is personalized, hands-on and relevant to student interests, leading to college and career readiness. The UnSchool program, rooted in our students' innate creative genius and innovation, focuses on preparing UnSchool students to flourish on any path they choose. As a result, staff are expected to:

- be masters in their craft, beginners in their heart and mind
- have a sense of humor and compassion for self and others
- believe that creativity and critical thinking are inextricably linked
- be self-aware and strive to know the stories of others
- be flexible thinkers and doers
- be discerningly optimistic
- have a generosity of spirit
- be collaborative to the extreme
- demonstrate the “maker”, or innovator, spirit
- possess excellent communication skills



- be willing and able to learn from peers, students, other sources
- be curious
- offer a variety of experiences beyond the typical classroom
- work with students to discover, define and pursue their project(s) of passion
- help develop and refine Personalized Learning Plans with each student
- work with each student to create and fulfill an individual learning plan tailored to the student's interests, passions and needs
- have a team mentality to make the school/community connection successful
- act as advisor
- work to create a caring, intellectually stimulating and well-organized advisory
- network in the community to help students gain opportunities
- facilitate internship placements
- advocate for students to help them gain other opportunities
- coach each student to help him or her develop as a learner
- counsel students
- mediate disputes
- share personal experiences with students
- support decisions based on what is best for each student

The aforementioned characteristics of the advisors are offered to provide a clearer representation of the spirit and qualities of an advisor at UnSchool. This list is non-evaluative. The evaluation process will be the district's System of Professional Growth (SPG).

#### **Expectations regarding advisor work year calendar**

The San Juan Unified School District and the San Juan Teachers Association hereby agree that UnSchool advisors (delineated as "Teachers" in the SJTA Collective Bargaining Agreement) working beyond their 185-day work year calendar will be paid their daily rate. The UnSchool Leadership Team, in consultation with the staff, shall determine how many, if any, additional work days may be required prior to the start of the contracted school year. A maximum of 195 days may be required based upon school and/or program needs. The parties agree that this will be determined in part by the amount of discretionary funds allocated to the UnSchool.

#### **Expectations regarding advisor workday**

The workday for advisors shall be similar to a regular on-site teacher workday, inclusive of a 30-minute daily duty free lunch. Each advisor may leave at the end of the day, except when attending job-related conferences and/or meetings. Alternative work hours, workweek schedules, and "flex" time are allowable with the mutual consent of the site administrator and advisor. On days when advisors begin early or stay later due to the teaching schedule, advisors may adjust their starting and ending time accordingly.

#### **Expectations of advisory caseload and class size**

The maximum caseload per advisor shall be limited to 25 students, except where an advisor consents, in writing, to a deviation. Advisors are expected to support all students at the school with their learning needs while being responsible for 25 personalized learning plans.

### **Governance Structure/Schoolwide Leadership Team**

The governance goal of UnSchool is to create a sustainable, shared governance system that enables staff to execute at high levels. The provisions of Article 24 will govern the UnSchool Leadership Team.

### **Certificated Evaluation**

All certificated staff shall utilize the SPG process outlined in the current collective bargaining agreement. All other provisions of Article 3 will remain in force.

### **Selection, Transfer, and Return Rights**

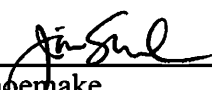
When selecting a new certificated advisor, the member, who in the judgement of the Leadership Team best meets the needs of the UnSchool shall be given the assignment. In reaching this judgement, the Leadership Team shall consider, among other things, the credential, major/minor fields of study, experience and seniority. The weight to be given any of those not listed, shall be determined by the Leadership Team. This decision shall not be arbitrary or capricious.

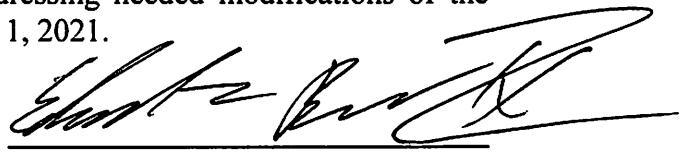
Given that these are the preliminary years of the establishment of the UnSchool, Article 4.03 (Involuntary Transfer) shall not be utilized for filling vacancy at the UnSchool during the life of this MOU.

The parties agree that recruiting and maintaining staff that are committed to UnSchool's transformation process is in the best interests of the students, faculty, and overall success of the school and community. Therefore, it is agreed that Article 4 shall be modified to allow staff members of UnSchool to opt-out and be reassigned to another school by voluntarily placing themselves on the surplus list, pursuant to Section 4.3, for the spring of 2018, 2019 and 2020. The elect-to-work agreement shall be required of certificated members who choose to be at UnSchool. It is understood that the intent and specific language of this agreement does not in any way undermine or diminish a member's rights as they exist under the law.

All provisions of the collective bargaining agreement, including the grievance process, remain in force unless otherwise stipulated in this Memorandum of Understanding.

For the purposes of revisiting the school and addressing needed modifications of the above, this MOU, in its entirety, will sunset on July 1, 2021.

 4/5/18  
\_\_\_\_\_  
Jim Shoernake  
Assistant Superintendent  
Schools and Labor Relations  
San Juan Unified School District

  
\_\_\_\_\_  
Dr. Edward F. Burgess IX  
Associate Executive Director  
San Juan Teachers Association

**Election To Work At UnSchool**

I, \_\_\_\_\_, fully understand the above  
(Print Name)

commitments and expectations and that they may be included in the assessment of my  
performance.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**SIDE LETTER OF AGREEMENT**  
**Between**  
**SAN JUAN UNIFIED SCHOOL DISTRICT (District)**  
**and the**  
**SAN JUAN TEACHERS ASSOCIATION (Association)**

**Regarding the District K-8 Homeschool Program**

**Intent:**

The intent of this Side Letter of Agreement between the District and the Association is to provide an alternative learning environment for students of the District. Both parties agree to review this Side Letter annually and modify as needed.

**Agreement:**

The District and the Association hereby agree to the following for the Homeschool program:

Homeschool teachers shall be provided all the benefits and conditions of the collective bargaining agreement.

Calendar: Teachers will be placed on the Calendar 2 work year calendar, Exhibit C.

Salary Schedule: Teachers will be placed on the K-12 salary schedule, Exhibit D-1.

Student Load: Maximum instructional load shall be 25 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 28.

Hours: Full-time homeschool teachers shall have a schedule commensurate with the length of a regular middle school work week minutes and shall be scheduled over five (5) days per week. All staff will participate in district required professional development regardless of schedule, not to exceed a regular middle school work week minutes. Schedules shall be developed 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.

Work Day: Full-time homeschool teachers shall have a schedule commensurate with the regular middle school work day minutes. All staff will participate in district required professional development regardless of schedule not to exceed a regular middle school work day minutes. Schedules shall be developed 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.

Prep Time: Each member shall be entitled to one hour of prep time per day to be scheduled as needed. Prep time shall not be cumulative.

Home Visits: Full-time homeschool teachers shall meet with all families at least one time every two weeks. The duration of these meetings may vary depending on the needs of the family.

Homeschool Teacher Roles and Responsibilities will include, but not be limited to:


- Support safe and healthy learning environments
- Co-teach, model lessons with parents

- Facilitate professional development and learning for parents
- Provide support in selecting and using high quality instructional materials
- Assist and facilitate parent concerns
- Serve as a point of contact for homeschool parents

This Side Letter of Agreement is non-precedential and will sunset on June 30, 2018. This Side Letter of Agreement may be extended annually by mutual agreement between the District and Association.

On Behalf of San Juan Unified School District

On Behalf of San Juan Teachers Association

 8/25/16  
 Jim Shoemaker Date  
 Assistant Superintendent  
 Schools and Labor Relations  
 San Juan Unified School District

 8-25-16  
 Tom Alves Date  
 Executive Director  
 San Juan Teachers Association