AGREEMENT BETWEEN

SAN JOSE UNIFIED SCHOOL DISTRICT

AND

SAN JOSE TEACHERS ASSOCIATION

2013 – 2016

Amended: May 2015
Appendices Updated: June 1, 2015
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ARTICLE 1000
AGREEMENT

This Agreement is between the Board of Education of the San Jose Unified School District, hereinafter referred to as the “District,” and the San Jose Teachers Association, an affiliate of the California Teachers Association and the National Education Association, hereinafter referred to as the “Association.”

ARTICLE 1001
NON-DISCRIMINATION

1001.1 The District and Association shall not discriminate against any employee on the basis of political activities or participation in any employee organization.

1001.2 Neither the District nor the Association shall discriminate against any officer or employee of the District in violation of the law on the basis of race, color, creed, age, religion, sex, national origin, political affiliation, domicile, marital status, sexual orientation, or disability.

1001.3 Domestic partners, as defined by District policy, shall be entitled to all benefits extended to spouses under this Agreement and/or District policy.

ARTICLE 2000
RECOGNITION

2100 The District recognizes the Association as the sole and exclusive bargaining agent for all certificated employees listed in the following classifications: Teacher, Special Education Teacher, Bilingual Education Teacher, Continuation High School Teacher, Temporary Teacher, Part-Time Teacher, Home/Hospital Teacher, Migrant Education Teacher, Counselor, Nurse, Special Subject Area Teacher, Librarian, Resource Teacher, Children’s Center Instructor, regular teacher salary schedule, Preschool Teacher, Teacher employed after retirement, Reduced Workload Program Teacher, Special Education Program Specialists, Speech/Language Pathologists, and certificated employees in the above categories who are on leave.

2200 Specifically excluded are: The Superintendent; all Associate Superintendents; all Assistant Superintendents; all Administrators, including Associate, Assistant, and Deputy Administrators; all Principals of Senior High Schools, Middle Schools, Elementary Schools, Continuation School, all Assistant Principals of Senior High Schools, Middle Schools, Elementary Schools, all .5 FTE or greater Principals and Assistant Principals, all Directors and Associate Directors, all Supervisors, including Supervisors II, Supervisors I, Supervisors, Elementary Supervisors and Secondary Supervisors; all Psychologists; all Social Workers; all Administrators on Special Assignment; all Child Welfare and Attendance workers; all day-to-day Substitutes.

2300 New classifications established during the term of this Agreement shall be reviewed with the Association as to their inclusion or exclusion in the bargaining unit. The Public Employment Relations Board will be requested to make final resolution in case of conflict.

2400 The Association recognizes the Board of Education as the duly elected representative of the people and agrees to negotiate exclusively with the Board or its designated representative.
ARTICLE 3000
TERM OF AGREEMENT

3100 The term of this Agreement is from July 1, 2013 through June 30, 2016. Thereafter, this Agreement shall continue in effect year to year unless one of the parties notifies the other in writing, no earlier than September 1 or no later than March 1, immediately preceding the expiration date, of its request to modify, amend, or terminate specific sections of this Agreement. Upon receipt from the parties of a request to modify, amend, or terminate specific sections of this Agreement, the other party shall have ten (10) calendar days to respond, pursuant to the provisions of Article 4000.

3200 During the term of this Agreement, the Association agrees that the District shall not be obligated to meet and negotiate with regard to any subject or matter whether or not referred to or covered in this Agreement, except as otherwise specified herein.

3210 At the request of either party, any section of this Agreement affected by statutory enactment, a final court decision, or by a State or Federal regulation during the term of the Agreement shall be reopened for negotiations over negotiable matters.

3220 At the request of either party, subjects which are determined to be negotiable by statutory enactment or final court decision and which are not subjects previously negotiated shall be reopened for negotiations.

3230 The District will negotiate the effects of any layoffs on working conditions at the request of the Association.

3300 The parties agree to create a Contract Advisory Committee (CAC) composed of the Superintendent, the Director of Human Resources, the Association President, and the Association Executive Director. The mission of this Committee will be to examine means whereby employee compensation shall be maintained in the upper quartile and to develop procedures to attract and maintain quality employees, particularly in identified special needs areas. The committee shall review other District matters.

3310 The parties agree that the purpose of the CAC is to enable the District and the Association to work cooperatively to prevent issues from becoming problems and to resolve issues informally without resorting to formal adversarial proceedings.

3320 The CAC shall take cognizance of the financial impact of other negotiated expenditures on movement toward improving employee compensation as provided in Article 3300 above.

3330 Subjects brought to the CAC shall normally be of district-wide concern as opposed to a single site’s or individual’s concern, unless, despite good faith attempts by all parties involved, such non-district-wide concerns have not been resolved at the site level. It is not the intent of the parties to bypass communications between the employees and site administrator; the parties agree that discussion of site-level concerns should occur at the site.

3340 Except noted in this agreement, the CAC is neither intended to replace the Grievance Procedure provided in this Agreement nor to affect the right of an employee or the Association to utilize that procedure. In addition, the CAC is not intended to replace the negotiations process.
ARTICLE 4000
NEGOTIATIONS PROCEDURES

4100 Between September 1 and March 1 of the year the Agreement terminates (or provides for any reopeners in the ensuing year) either party may submit to the other a request to modify, amend, or terminate specific sections of the Agreement.

4110 Upon receipt of a request from either party as described in Section 4100, the District will follow the regulations adopted by the Board of Education based on the collective bargaining law (Division 4 of Title 1 of the Government Code, Chapter 10.7, Article 8, Section 3547) that provides for public opinion to be expressed on negotiation proposals.

4200 The District and Association agree that the persons acting as chief negotiators for the respective parties shall have the authority of the respective party and shall be authorized to make proposals, counter proposals, and to sign tentative agreements.

4300 Either party to the Agreement may utilize the services of consultants as they deem necessary during the negotiations process.

4400 Negotiations shall take place at mutually agreeable times and places provided that such meetings shall be held within ten (10) calendar days from receipt of a written request of either party to meet and the provisions of Article 4110 have been met.

4500 Should impasse be declared by either party to this Agreement, the declarant party shall notify the Public Employee Relations Board within five (5) work days.

4600 The date, time, and agenda for the next negotiation session(s) will be established at the close of each session, unless one or both of the parties declare impasse.

4700 Representatives of the District and/or Association may request to meet, if the need arises, to review problems associated with contract implementation. Such requests shall be honored by both parties within ten (10) work days.

ARTICLE 5000
ASSOCIATION RIGHTS

5100 Use of Facilities

5110 The District authorizes the Association to use the District facilities and buildings at times that do not interfere with the instructional programs, provided the Association submits the appropriate Civic Center Act form to the immediate supervisor of the facility or building. In emergencies, the District may authorize the Association to use the District’s facilities and buildings during normal working hours as long as the Association declares that the use of such facilities and buildings constitutes an emergency and as long as the use of such buildings and facilities does not interfere with the instructional program.

5120 The immediate supervisor of the facility or building may grant the Association use of District equipment as long as such use is in accordance with the procedures provided for in the Civic Center Act and provided the use of such equipment does not interfere with student instruction or work production of the District. The Association shall pay for the cost of all materials and supplies incident to each use.
5130  The Association agrees to leave facilities, buildings, and/or equipment used in a clean, orderly, and operable condition.

5200  Access to Work Locations

5210  Association business shall not be conducted during time when an employee has classroom responsibilities.

5220  The District shall grant Association representatives access to employee work locations to conduct Association business, provided that such access does not interfere with the instructional program and that notice is given to the immediate supervisor of the work location. Unit members have the right to refrain from speaking or listening to Association representatives.

5300  Use of School Bulletin Boards, School Mail Delivery Service, and E-mail.

5310  The Association shall be entitled to the use of inter-school delivery service and to the use of employee postal and electronic mailboxes (currently Ed Tek) for communications to employees regarding matters which involve the Association. The Association shall also be entitled to post notices of Association concern on designated bulletin boards, at least one of which shall be provided in each school building, in areas frequented by employees.

5320  All postings for bulletin boards or items for school mailboxes shall be dated and contain identification of the Association. A copy of such postings or distributions shall be delivered through the inter-school delivery service to the Superintendent or designee at the time of posting or distribution. The Association shall provide the District with a list of designated individuals who may use bulletin boards and mailboxes on behalf of the Association. The District shall provide the Association with a list of District designees authorized to accept said materials for posting and/or distribution.

5321  The Association shall not use the inter-school delivery service to distribute materials of a partisan political campaign. This section shall not be construed as limiting the Association’s rights under Article 5310.

5322  The Association may use the District’s email system (currently Ed Tek) to communicate with its members under the same general rules that apply to the District’s internal mail system.

5330  The Association agrees not to post or to distribute information which is knowingly derogatory or defamatory of the District or its personnel. Any material which is deemed by the District to be derogatory or defamatory may be removed immediately from the bulletin board by the District designee, provided that notice is given simultaneously to the Association. The District and the Association shall meet to discuss any challenged material and agree on remediation procedures. If the parties fail to agree on the appropriateness of the material in question, the matter shall be submitted to step 3 of the Grievance Procedure contained in Article 6000 of this agreement.

5400  Association Leave

5410  An employee who is an elected officer of the Association shall, upon application by the Association to the Superintendent, be granted full or partial leave of absence without loss of compensation or service credit. The Association shall reimburse the District the cost of the employee’s compensation. (Education Code Section 44987)

5420  An elected Association officer on full-time leave of absence shall have a Right of Return under Article 11800 at the conclusion of the leave.

5430  Upon the request of the Association, the District shall release Association members for a combined total not to exceed 180 days for the purpose of attending conferences or training sessions in professional development. These days shall not be used to plan or engage in concerted activities or political
campaigns. The Association shall reimburse the District the cost of the substitute. The Association will notify the District five (5) work days in advance of the request for release time. No individual employee shall be released for more than twelve (12) days per year.

5500 Employee Lists

The Association may obtain the names and addresses of school district employees in the bargaining unit provided a fee, limited to the costs of producing the lists, is paid by the Association. The Association agrees that such information will be treated in a confidential manner.

5600 Information to be Provided to the Exclusive Organization

The Superintendent of Schools or her/his designated representative shall, upon request, share non-confidential public information with the Association that may be helpful in connection with negotiations or the review of problem or policy changes under consideration. The Association shall, upon request, share their own non-confidential data with the District’s representatives.

5700 Days for Association Activity

In each month the first work day that falls on a Wednesday and third work day that falls on a Wednesday, following the student day, shall be set aside for Association activities. These activities shall take precedence over all other District meetings where there is a conflict of time for the personnel involved. The District and individual school sites shall make every reasonable effort to avoid scheduling meetings that conflict with these activities. No other days shall be designated without the approval of the Superintendent or her/his designee. The Association may request any other day be set aside for Association business by submitting a written request and rationale to the Superintendent thirty (30) days in advance.

5800 Employee Representatives’ Participation in Administrative Meetings

The Superintendent or her/his designee(s) will endeavor to invite the participation of the representatives of the Association, if it appears a mutual benefit will accrue to both parties.

ARTICLE 6000
GRIEVANCE AND COMPLAINT PROCEDURE

6100 Intent

It is the intent of the District and the Association to resolve grievances at the earliest possible stage.

6110 Settlement at any stage shall bind the immediate parties to the settlement but shall not be a precedent in later grievances. Settlements shall be reduced to writing and signed by the parties when practical.

6120 The grievance procedure is available to parties without fear of recrimination because of its use.

6200 Definitions

6210 A “grievance” is an alleged violation or dispute with respect to the meaning or application of this Agreement.

6220 An “employee” is any person in the unit covered by this Agreement.
A “grievant” is an employee, group of employees, or the Association who submits a grievance.

A “respondent” is the party named by the grievant as being responsible for the alleged violation or dispute in question.

A “workday” is defined as one on which a full-time employee is scheduled to work.

A “complaint” is a work-related problem that may or not constitute a violation of the Agreement.

General Provisions

An employee or group of employees may submit grievances which affect them personally and shall submit such grievance to the building principal unless the grievance is directed at a decision of a higher authority. In that event, the grievance shall be submitted to the Superintendent.

The Association may submit any grievance that involves a group or class of employees. If it is limited in effect to one school, the grievance shall be submitted to the building principal; otherwise it shall be submitted directly to the Superintendent. When the Association files a grievance with unnamed respondents, the Association will, upon request from the District, provide the names of the employees affected by the grievance and indicate the nature of the problem. This information will be provided during the informal stage of the Grievance Procedure to the Director of Human Resources. The names of the affected individuals shall be kept confidential. The District and the Association shall work cooperatively to resolve the matter.

A grievant may be accompanied and/or represented at any level of this procedure by a representative of her/his choice.

Any employee may, at any time, present grievances to the employer, and have such grievances adjusted, without the intervention of the exclusive representative as long as the adjustment is reached prior to arbitration and the adjustment is not inconsistent with the terms of this Agreement; and provided the District shall not agree to a resolution of the grievance until the Association has received a copy of the grievance and the proposed solution and has been given an opportunity to file a response.

No later than thirty (30) work days following the signing of the Agreement, the Association will designate in writing to the Superintendent one (1) employee and one (1) alternate for each school site who are to receive time off for Association representation. When necessary, subsequent changes can be made upon notification to the Superintendent.

Whenever time is needed for processing a grievance during the school day, the grievant and no more than two (2) persons from the Association to represent the grievant exclusively will be allotted such time with no loss in pay provided that:

Twenty-four (24) hours prior to release from duties for grievance processing, the designated representative informs the immediate supervisor so that an adequate substitute may be obtained if necessary.

Such time off shall be limited solely to representing a grievant. In addition, a maximum of one (1) work day or its equivalent per grievance may be utilized in gathering information, interviewing witnesses, or preparing a presentation.

Persons testifying at arbitration hearings will be released with no loss in pay.

Both parties to the grievance shall have access to documents, within the policies and procedures defining confidentiality, which assist in adjusting the grievance.
Records dealing with the processing of a grievance shall be filed separately from the grievant’s personnel records and shall be considered confidential.

If there is a failure to communicate the decision of a grievance at any step of this procedure within the specified time limits, the grievant may proceed to the next step of the procedure.

Time limits may be extended or reduced by mutual agreement of the parties.

If a grievance cannot be processed through all the steps in the procedure by the end of the school year, the time limits noted will be reduced so that the procedure may be resolved as soon as possible.

No decision or adjustment of a grievance shall be contrary to existing law or to any provision of this Agreement.

A grievant may withdraw a grievance at any time with the understanding that no future grievance may be filed based on the same alleged incident.

Grievance Procedure

Step 1 - Informal

Within thirty (30) work days after the grievant knew, or should have known, of the events or conditions which gave rise to the grievance, the grievant, wherever possible, shall discuss the grievance with the respondent with the objective of resolving the matter informally.

The respondent shall reply in writing within seven (7) work days after the informal meeting.

If the matter is not resolved at the informal discussion and the grievant wishes to pursue the matter further, the grievant shall notify the respondent that a formal grievance is being initiated.

The grievance shall then proceed to Step 2.

Step 2 - Formal

Within forty-four (44) work days after the grievant knew, or should have known, of the events which gave rise to the grievance, the grievance shall be submitted in writing to the respondent.

Each formal grievance shall be submitted on a form approved by the District and the Association. Information shall:

(a) identify the grievant
(b) specify the article(s) of the Agreement which is alleged to have been violated or in dispute
(c) indicate the time and place where the alleged event(s) or condition(s) giving rise to the grievance existed
(d) name the respondent
(e) specify the relief sought
(f) include a general statement of the grievance
(g) indicate date of submission

The respondent shall reply in writing within seven (7) work days after receiving the written grievance.
6423 The respondent shall furnish one (1) copy of the response to the grievant and one (1) copy to the Association.

6424 If the grievant is not satisfied with the reply of the respondent, the grievant may appeal within seven (7) work days of receipt of the reply to Step 3. The appeal shall be in writing and shall include a copy of the written grievance at Step 2, a copy of the written reply, and the date of appeal.

6430 Step 3 - Superintendent

The Superintendent or her/his designees, shall, upon the grievant’s request, confer with the grievant with respect to the grievance.

6431 The Superintendent or her/his designees shall reply in writing within ten (10) work days after receipt of the appeal or date of conference, if held.

6432 One (1) copy of the reply shall be sent to the grievant and one (1) copy to the Association.

6433 All evidence shall be disclosed by both parties prior to the submission of the grievance to Step 4.

6440 Step 4 - Arbitration

If the grievance is not resolved satisfactorily at Step 3, the Association may refer the grievance to arbitration by requesting that the American Arbitration Association provide an arbitrator.

6441 A decision by the Association to submit a grievance to arbitration shall preclude the Association from the use of other remedies until such time as the grievance procedure is exhausted, provided, however, that such remedies may be initiated if the failure to do so would preclude their use.

6442 The request for arbitration shall be submitted within twenty (20) work days of receipt of the Superintendent’s written reply.

6443 A copy of the request shall be sent to the Superintendent.

6444 The parties shall be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator and the arbitrator shall proceed under the Voluntary Labor Arbitration Rules of the American Arbitration Association.

6445 If the District raises the question of arbitrability concerning the grievance, the arbitrator shall render a decision on said question prior to hearing the merits of the grievance.

6446 The decision of the arbitrator shall be in writing and will set forth her/his findings, reasonings, and conclusions on the issue(s) submitted.

6447 The decision of the arbitrator shall be binding.

6448 Any arbitration costs mutually accrued shall be shared equally by the Association and the District. Nothing in the foregoing shall be construed to empower the arbitrate to make any decisions amending, changing, subtracting from, or adding to the provisions of this Agreement, or empower the arbitrator to render any decision or make an adjustment which is contrary to law.
A complaint is a work-related problem brought forward by an employee or group of employees that may or may not constitute a violation of this Agreement. The Association and the District agree to seek mutually satisfactory solutions to such problems and employee complaints.

If an employee has a complaint that cannot be resolved informally, he/she may fill out a Complaint Form, submit it to the site principal or supervisor, and discuss it with the building principal or supervisor. The parties will meet within five (5) work days after the building principal or supervisor is advised of the need for a meeting. The employee(s) may be accompanied and/or represented by a representative of the employee’s choice. The administrator will respond in writing within seven (7) work days after the meeting. Any resolution or remedy will be reduced to writing and shall not violate the terms of this agreement.

If the problem is deemed by the employees or the Association to be in violation of the contract and it is not remedied within thirty (30) calendar days, it may be filed as a grievance at Step 2 of the Grievance Procedure.

If the problem is not resolved to the satisfaction of the employee or the Association as a non-contractual complaint, the Association may advance it to the CAC for consideration and possible resolution. It is not the intent of the parties to substitute the CAC for the grievance and arbitration procedure in this article.

This complaint procedure will not diminish the rights of any employee under the terms of this Agreement, especially Article 6000.

ARTICLE 7000
ASSOCIATION DUES OR FEES AND PAYROLL DEDUCTIONS

Any employee who is a member of the Association or who has applied for membership may deliver to the District an assignment authorizing deduction of membership dues in the Association. This authorization or a membership established by direct payments to the Association shall continue in effect from year-to-year unless revoked in writing between July 1 and July 31 of the year in which this Agreement terminates. Pursuant to this authorization, the District shall deduct an equal portion of such dues from each regular salary check of the employee to equal the full annual dues payment. Monthly deductions for employees who sign such authorization after the commencement of the school year shall be prorated through the remaining pay checks.

The District agrees to remit to the Association all monies deducted under Section 7100 of this Article accompanied by a list of employees for whom such deductions have been made and indicating any change in personnel from the list previously furnished.

The District shall not be obligated to put into effect any new, changed, or discontinued deduction until the pay period commencing fifteen (15) days or longer after such submission.

Existing administrative procedures regarding other legally authorized voluntary deductions (e.g., annuities, credit union, savings, bonds, charitable donations, etc.) shall be continued. The Human Resources office will make available at bargaining unit work sites information regarding items that are available for payroll deductions. Such authorization may be invoked or revoked in writing by the employee at any time.

Every employee shall become a member of the Association or pay to the Association a service fee in an amount equal to unified (SJTA, CTA, NEA) membership dues, initiation fees, and general assessments payable to the Association. Challenges to the legality of Section 7500 shall be pursued in a court of competent jurisdiction, or
in a proceeding before the Public Employment Relations Board, rather than through the Grievance Procedure established in Article 6000.

7510 An employee may authorize payroll deduction for service fees in the same manner provided for in Section 7100 or make payment directly to the Association. Upon the written request of the Association, the District will deduct the amount of the service fee from the paycheck of any unit member who has not authorized a payroll deduction or paid directly to the Association.

The Association will reimburse the District for the actual cost of payroll deductions made pursuant to 7510.

7600 District obligation

7610 The District shall inform all new employees of the bargaining unit of their obligation either to join the Association (SJTA, CTA, NEA) within thirty (30) days of initial employment or pay a service fee equal to the membership dues of the Association. Failure of the District to so inform new employees shall not be a defense for any employee who fails to comply with this provision.

7700 Any employee subject to the provisions of Section 7500 above who is a member of a bona fide religion having as part of its established tenets a prohibition restricting the payment of employee organization dues and/or service fees shall, in order to comply with Section 7500, have an amount equal to the Association membership dues deducted from their salary and remitted to the Walter Bachrodt Memorial Scholarship fund, the Martin Luther King Jr. Memorial Scholarship fund or the United Nations International Children’s Emergency Fund (UNICEF).

7800 The District shall notify the Association in writing of all newly employed members of the bargaining unit in accordance with the established procedures at the time such member accepts the offer of employment.

7900 The Association agrees to pay promptly to the District and its representatives all reasonable legal fees, and all legal costs and awards incurred in any defense against any court action and/or administrative action before the Public Employment Relations Board challenging the legality, administration, and/or implementation of the agency fee provisions of this Agreement.

7910 The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to in the above paragraph shall or shall not be compromised, resisted, defended, tried, and/or appealed.

ARTICLE 8000

TEACHER ORIENTATION

8100 Newly employed members of the bargaining unit shall not be required to attend more than three (3) non-paid days of orientation prior to the official beginning date of the regular teacher work year.

8200 When one or more orientation days are scheduled by the District, the Association shall have the opportunity to address new employees for up to one (1) hour on one of the days.

8300 Current employees who are new to a building staff shall be offered the opportunity to attend one of the new employee orientation days.

8400 Current employees who are new to a building staff may have the opportunity to receive two (2) hours of additional orientation during the inservice days in August or September.

8410 Where a special need for such orientation can be demonstrated, attendance may be required to provide assistance to employees new to a building, provided however that:
The employee is consulted regarding the need for such orientation prior to the requirement, and

An equivalent amount of time will be deducted from non-student contact time responsibilities of the employee.

ARTICLE 9000
PROFESSIONAL WORKDAY / HOURS / ASSIGNED DUTIES

9100 The parties recognize the principle of an eight (8) hour work day and forty (40) hour week for full-time employees during the regular school year. The parties understand that, as professional employees, teachers regularly work or attend to professional duties and continuing education requirements before and after school, at night, on the weekend, and during the summer months. The normal professional work day is defined as the amount of instructional time plus the number of hours necessary to plan, prepare, and evaluate instructional activities as determined by the employees. The work week for teachers shall be composed of the following activities, none of which shall infringe on the employee’s thirty (30) minute, duty free lunch.

9110 Contact Time. Regular instructional contact time for members of the bargaining unit shall be 1400 minutes per week (for an average of 280 minutes per day and a total of 50,400 minutes per year).

9120 Preparation Time. In addition to regular instructional student contact time, teachers shall have a specified number of minutes for on-site teacher-related professional responsibilities. The number of minutes for each grade level is as follows:

<table>
<thead>
<tr>
<th>Grade</th>
<th>Minutes per Week</th>
</tr>
</thead>
<tbody>
<tr>
<td>TK-5</td>
<td>150 min/week</td>
</tr>
<tr>
<td>6-12</td>
<td>280 min/week</td>
</tr>
</tbody>
</table>

Preparation time may be used for the following purposes as determined by the employee:

a. Tutoring and advising one’s assigned students
b. Conferencing with parents of one’s assigned students
c. Personal contact (telephone, letter, or conference) shall be made with parents of one’s assigned students who are in danger of failing a class, according to the procedures set forth in section 9520 of this agreement.
d. Faculty-requested inservice training
e. Faculty-initiated curriculum development
f. Classroom preparation and evaluation of one’s assigned students
g. Team planning for one’s assigned students
h. Divided reading for one’s assigned students
i. Record keeping for one’s assigned students
j. Other professional duties as determined by the teacher

9121 The preparation time provided above to teachers in Grades 6-12 shall normally be provided during the student-attendance day.

9122 The preparation time provided above to teachers in Grades TK-5 shall normally be provided outside of the student-attendance day.
9123 All teachers in Grades TK-5 may receive additional preparation time during times when their students are receiving instruction from other employees.

9124 In addition to the preparation time provided above, 4th grade, 5th grade, and 3-4 combination classroom teachers shall receive 3600 minutes (equal to 72 fifty-minute periods) of preparation time during the school day each year.

9125 The affected teachers and the building administrator shall develop a plan to utilize the time provided by Article 9124, including provisions for coverage in case of special circumstances or when a substitute is not available. If a school is unable to develop a plan, the matter shall be referred to CAC for resolution.

9126 When an employee is not ordinarily relieved by another employee to attend to personal necessities, the building principal shall arrange for such relief.

9130 Supervisory Duties

9131 Elementary employees may be required to perform up to a maximum of fifty (50) minutes per week of supervisory duties. Recess supervision would be a typical example of such duty. Lunch supervision, if required, shall not infringe on the employee’s thirty (30) minute duty free lunch period. Such duties shall be made available to employees in an equitable manner.

9132 Secondary employees may be required to perform up to a maximum of eight (8) hours of total of in-District supervisory duties per year. There shall be no supervision during the regular school day. Such duties shall be made available to employees in an equitable manner. Dances, athletic events/contests, graduation/promotion exercises, and/or other student events are typical examples of such duties.

9133 The supervisory duties that may be required under 9131 and 9132 apply only to the supervision of students enrolled at the employee’s site and/or enrolled in the employee’s program.

9140 A teacher shall not be required to report for duty more than thirty (30) minutes prior to the beginning of his or her first class or preparation period.

9141 Principals at schools with early start times shall, when feasible, accommodate teachers’ requests to report for duty less than the thirty (30) minutes specified in 9140 in order for them to meet childcare obligations.

9150 Regular Site and District Meetings – All Employees

No employee shall be required to attend more than thirty-eight (38) hours per year of unpaid site level and/or district level meetings. Meetings for which the employee is compensated shall not be considered as part of the thirty-eight (38) hour per year total. Employees are expected to be present at meetings for which they are compensated; however, attendance shall be at the discretion of the employee.

9151 No more than nineteen (19) hours will be required in any one semester. However, in unusual circumstances, up to twenty-three (23) hours may be required in any one (1) semester within the annual thirty-eight (38) hours total.

9152 Travel time related to meetings shall be considered as part of the thirty-eight (38) hour total only when the meeting is held outside district boundaries.

9153 Attendance at additional meetings over the thirty-eight (38) hours per year or nineteen (19) hours, and in unusual circumstances up to twenty-three (23) hours, per semester is at the discretion of the employee.
9153.1 Employees elective to attend additional meetings at which their attendance has been requested shall be compensated by the District at the rate specified in Appendix G.

9153.2 Compensation for such additional meetings is subject to the same verification requirements applicable to any other compensation and shall occur only when the employee can demonstrate prior attendance at either thirty-eight (38) hours of meetings for the school year or nineteen (19) hours, and in unusual circumstances up to twenty-three (23) hours, for the semester.

9160 State and/or Federally Mandated Meetings – All Employees

Employees shall attend State and/or Federally mandated meetings to ensure District compliance. These meetings include, but are not limited to, IEPs, 504s, SSTs, and accreditation.

9161 General Education Employees Only

General education employees shall attend up to fifteen (15) hours per school year of State and/or Federally mandated meetings. This amount is not to be considered part of the meeting hours stated in 9150.

9161.1 Travel time related to State and/or Federally mandated meetings shall be considered as part of the fifteen (15) hours total only when meeting is held outside District boundaries.

9161.2 The District shall make every effort to equitably distribute employee responsibilities to maintain compliance while not exceeding the meeting hours specified in 9161. This includes, but is not limited to, exploring options such as rotating meeting attendance among the general education staff and providing for coverage of the general education employee’s classroom.

9161.3 General education employees required to attend State and/or Federally mandated meetings beyond the fifteen (15) hours per school year specified in 9161 shall be compensated by the District at the rate specified in Appendix G.

9161.4 Compensation for meetings per 9161.3 is subject to the same verification requirements applicable to any other compensation and shall occur only when the employee can demonstrate prior attendance at fifteen (15) hours of State and/or Federally mandated meetings.

9162 Special Education Employees Only

Special education employees shall attend up to fifty-six (56) hours per school year of State and/or Federally mandated meetings. This amount is not to be considered part of the meeting hours stated in 9150.

9162.1 Travel time related to State and/or Federally mandated meetings shall be considered as part of the fifty-six (56) hour total only when the meeting is held outside District boundaries.

9162.2 The District shall make every effort to maintain compliance while not exceeding the meeting hours specified in 9162. This includes, but is not limited to, providing for coverage of the special education employee’s classroom. Special education employees shall make every effort to maintain compliance and to schedule meetings during their non-student contact time.
9162.3 Special education employees required to attend State and/or Federally mandated meetings beyond the fifty-six (56) hours per school year specified in 9162 shall be compensated by the District at the rate specified in Appendix G.

9162.4 Compensation for meetings per 9162.3 is subject to the same verification requirements applicable to any other compensation and shall occur only when the employee can demonstrate prior attendance at fifty-six (56) hours of State and/or Federally mandated meetings.

9170 Attendance at Back to School Night and Open House is required as part of the employee’s professional responsibilities and is not to be counted as part of the meeting hours specified in 9150, 9161, or 9162.

9180 Sixth Period Assignment

9181 Employees may volunteer to teach a sixth (6th) period only when the current schedule and staffing does not meet the identified need and only after the following options have been attempted:

9181.1 a pool of acceptable, qualified retirees has been developed.

9181.2 the position has been offered to a qualified employee with less than a full-time assignment

9181.3 the position has been offered to a qualified substitute

9181.4 shared staffing arrangements between schools have been considered.

9182 A sixth period assignment shall be offered on a volunteer basis only and subject to the following criteria:

9182.1 the employee shall be assigned five (5) instructional periods in addition to the sixth (6th) period

9182.2 the employee shall not have any release period other than the period in which the sixth (6th) period will be taught

9182.3 the employee shall be properly credentialed

9182.4 the employee shall have an effective evaluation

9182.5 other employees are offered the position on a rotational basis.

9190 Middle School Schedule

9191 The total number of contact minutes per week shall be divided by five to determine the number of minutes taught per day.

9192 No teacher shall be required to meet with more than five classes per day unless there is written agreement between the teacher and principal.

9193 The teacher contact time shall be divided into no more than five time periods, designated as “modules,” unless there is written agreement between the teacher and principal.
At each site the certificated staff and the site administrator shall determine the specific implementation of the program relative to the provisions of Articles 9191, 9192, and 9193 and subject to the program parameters determined by the Board of Education.

Other employees. As explained in 9100, the parties recognize the principle of an eight (8) hour work day and forty (40) hour work week for full-time employees during the regular school year. The work week for counselors, librarians, and nurses shall be composed of the following activities:

One thousand five hundred (1500) minutes to plan, prepare, implement, and evaluate the activities required of the position.

No employee shall be required to attend more than thirty-eight (38) hours per year of unpaid site level and district level meetings. These meetings include, but are not limited to, staff meetings, department/curricular area meetings, grade level meetings, and curriculum planning meetings.

Counselors, librarians, and nurses shall not be required to report for duty more than thirty (30) minutes prior to the start of school.

The balance of the forty (40) hour work week may be used as determined by the counselor, librarian, or nurse for additional planning, preparation, implementation, or evaluation of the tasks required for the position for such activities that will enhance the counseling, library, or health program for students.

Notification of Assignments and Schedules

The District shall make every reasonable effort to make known to each member of the unit her/his assignment and schedule for the following year by the end of the current/prior school year. If changes are necessary, a unit member will be notified immediately by telephone, email, and/or through the U.S. mail, as soon as possible.

Employees as Substitutes. The District may require members of the bargaining unit to cover for other employees in the case of emergency. An emergency exists after all of the following conditions have been met and the need for a substitute still remains:

The Human Resources Office has not been able to provide a qualified substitute for the class.

When all teachers who volunteer to substitute during their prep period for thirty-five dollars ($35) per period have been placed.

Special Education Resource Specialists (RSP) shall not substitute during their testing period.

Elementary teachers shall be entitled to the per period rate specified in section 9420, for each hour (in 15 minute increments) during which the teacher accepts students into her/his classroom to cover for another employee in the absence of a substitute.

If applicable, this hourly rate shall be divided among the number of teachers who accept students into their classroom to cover for another employee in the absence of a substitute.

An elementary teacher shall not be required to cover for another employee whose class has been divided among a number of teachers in the absence of a substitute.

Unit members who do not have a regular classroom assignment, including but not limited to 4/5 teachers during their release time, site-based resource teachers and learning resource teachers, may earn a maximum of one period or one hour of compensation per day under this article.

All classroom teachers on release time from a given school which is unable to secure a substitute for an absent teacher are, where possible, reassigned to their classroom.
All other available site personnel, including site administrators, have been assigned to the classroom pursuant to a rotation plan developed by the site for this purpose.

Site resource teachers shall not be assigned to substitute at a site other than the one to which they are normally assigned on a particular day.

Full time resource teachers who do meet with groups of students on a daily basis may be assigned no more than one (1) day (five [5] periods on the secondary level) per month to substitute.

Site resource teachers shall not be assigned to substitute at a site other than the one to which they are normally assigned on a particular day.

Full time resource teachers who do meet with groups of students on a daily basis may be assigned no more than one (1) day (five [5] periods on the secondary level) per month to substitute.

Should a substitute shortage continue to exist after the provisions of Articles 9400-9470 have been implemented, the District may assign appropriately credentialed resource teachers assigned to the District Office to cover classes in the following manner:

Full time resource teachers who do not meet with groups of students on a daily basis may be assigned no more than three (3) days (fifteen [15] periods on the secondary level) per month to substitute;

Part time resource teachers shall be assigned on a pro rata basis;

District resource teachers shall be assigned to the same site as much as possible subject to the provisions of Article 9484 below;

As much as possible all such assignments shall be on a rotational basis.

Conferencing with Parents

Elementary Conferencing

The fall conferencing period shall consist of ten (10) consecutive instructional days approximately twelve (12) weeks after the start of the instructional year. The spring conferencing period shall consist of ten (10) consecutive instructional days approximately twelve (12) weeks before the end of the instructional year.

During both conferencing periods, the only responsibilities for unit members conducting conferences, beyond those necessary for the delivery of classroom instruction, shall be the preparation of report cards and the conferences themselves. The only exception to the preceding shall be for state or federally required responsibilities (e.g., IEPs and 504s) that must be completed during the conferencing period.

The last five (5) days of the fall conferencing period and the last two (2) days of the spring conferencing period shall be minimum days specifically for conferencing. Each minimum day schedule shall result in the student instructional day ending 120 minutes earlier than a regular student instructional day.

During the fall conferencing period, the teacher of record shall schedule a conference with the parent(s) of each student. When a parent fails to attend her/his scheduled conference, the teacher of record shall reschedule. When a parent fails to attend her/his rescheduled conference, the teacher of record shall inform the principal.

During the spring conferencing period, the teacher of record shall schedule a conference with the parent(s) of a student when that student is not meeting grade-level standards, when the teacher and/or site administrator determine on an individual student basis there is a need, or when a parent requests a conference. When a parent fails to attend her/his scheduled conference, the teacher of record shall inform the principal.
When a meeting with the parent(s) occurs within two weeks of a conferencing period and the report card is ready at this meeting, this shall satisfy the conference requirement for that student.

When mutually agreed to by the teacher of record and the parent(s), a conference may be conducted in a manner other than the face-to-face meeting.

Secondary Conferencing

When it becomes evident to a teacher that a student is in imminent danger of failing a course, the teacher shall notify the parents in writing, and will conference with the parents, if they request a meeting. The teacher will not be held responsible if the parents fail to respond to the written notice or follow through on the warning. The parents’ failure to participate or follow through will not preclude failing the student at the end of the grading period. (Ed Code 49067.a)

Nothing herein shall preclude parent-teacher conferences which are not on a face-to-face basis when determined appropriate by the employee and approved by the principal.

If a grade of D or F is reported on the second progress report in a semester, a teacher shall not be required to provide subsequent written notice of failure.

If a grade of C or higher is reported on the second progress report in a semester and it thereafter becomes evident that a student is in imminent danger of failing a course, a teacher shall provide written notice through a means established and paid for by the district. This written notice shall be provided no later than fifteen (15) school days prior to the end of the semester.

Assignments

High School Assignments

General assignments for staffing departments are the responsibility of the principal. In case of a conflict within a department, the resolutions shall be determined by the principal or her/his representative.

If it becomes necessary for an employee to perform in two or more departments, all other staffing combinations must be examined with respect to (a) training, (b) credentials, and (c) experience.

Senior high school principals shall attempt to assign teachers in accordance with the teachers’ preferences and shall attempt to keep course preparations to a maximum of three (3) per day.

Middle School Assignments

General assignments for staffing are the responsibility of the principal.

In making assignments the principal shall consider (a) training, (b) credentials, and (c) experience.

Middle School principals shall attempt to assign teachers in accordance with the teachers’ preferences and shall attempt to keep course preparations to a maximum of three (3) per day.

Elementary Assignments
Elementary teacher assignments within the school shall be the responsibility of the building principal. The principal shall attempt to assign teachers in accordance with the teachers’ preferences.

9631 All references to Kindergarten in Articles 9632 and 9633, including subsections, shall include Transitional Kindergarten.

9632 Kindergarten student assessments. All Kindergarten teachers shall administer a whole-group, District-provided, common assessment to their students during a District-determined testing window each fall. To supplement this assessment, Kindergarten employees shall have up to two (2) days of substitute time during the school year for the purpose of administering one-on-one or small-group assessments.

9632.1 One (1) of the two days shall be used during the ten (10) instructional days immediately preceding the fall conferencing window.

9632.2 One (1) of the two days shall be used EITHER during the ten (10) instructional days immediately preceding the spring conferencing window OR during the first two full weeks of May.

9632.3 Kindergarten teachers shall submit the specific dates that the services of a substitute shall be utilized to the principal or her/his designee upon request.

9632.4 When a new district-wide Kindergarten assessment tool is adopted, the Parties will meet and confer to determine whether additional release time is necessary to administer the assessment.

9633 Kindergarten Early Release. For the first two (2) instructional weeks of the school year, all SJUSD Kindergarten students shall utilize an early dismissal schedule.

9633.1 The early dismissal shall occur 120 minutes before the normal end of the student instructional day.

9633.2 The early dismissal period shall begin with the first instructional day and end with the second instructional Friday of the school year and shall not exceed ten (10) instructional days.

9633.3 When a site has a Kindergarten orientation on the first student instructional day, an alternate schedule may be determined by the site.

9633.4 When any Kindergarten students cannot be safely released at the early dismissal time, the Kindergarten teachers shall be responsible for and shall arrange for the appropriate supervision of their students until the end of the regular school day. The site principal or her/his designee shall approve the supervision of said students.

9633.5 Except for fulfilling the requirements of Section 9632.4, the early dismissal shall reduce the Article 13000 student contact time required of Kindergarten teachers. The time shall not be banked or added to other instructional days.

9650 Regular Classroom Independent Study

The San Jose Unified School District is participating in a program designed to recoup monies lost from student absences for personal reasons involving family travel. While the District believes that classroom instruction time cannot be replaced by independent work, the District also acknowledges that a program is needed to assist students who must take time off for family or personal reasons. This program is to assist those students and parents.
Independent Study Credit for Special Study/Travel is for a maximum of fifteen (15) days per semester for absences caused by family need for family trips which must be taken during school time.

Students requesting credit are to complete a contract which must be signed by the student, the parent, and the principal or her/his designee at least three days prior to the start of the absence.

The student has a maximum of ten (10) days to complete all assignments after he/she returns to school. Assignments will be reviewed by the appropriate administrator or teacher and given a percentage based on the amount of work completed. Students seeking credit in these programs will receive credit based on this percentage and if all obligations in the contract have been met according to the designated timeline. No letter grades will be given.

Parents and students are held accountable for the work. Students who do not sign up in advance are not allowed to make up missed work.

Tests, quizzes, labs, and other special assignments given during an absence will not be part of the contract, but may be made up at the discretion of the teacher.

The Independent Study for Special Study/Travel K-12 shall be assigned by the appropriate administrator at each school site. The teacher or administrative designee shall provide the instructional program for the student. Upon completion the teacher or administrative designee will evaluate the work and issue a percentage based on the amount of work completed. The school will be granted 25 percent of the ADA recouped by short-term agreements. This incentive will be awarded when final attendance records are complete in June.

At the discretion of the teacher(s) to whom the student is assigned, the Independent Study for Special Study/Travel K-12 may be developed specifically by the assigning teacher. Should a teacher choose to develop a plan of study for the student, the following shall apply:

Secondary Level

The teacher shall be responsible for developing the plan of study, meet with the parents, evaluate the completed work with a percentage based on the amount of work completed and sign off on the contract.

Sixty-seven (67) percent of the money recouped by the school as a result of the teacher directed short term contract shall be credited to teachers on a common list to be used for educational purposes as the group sees fit. Thirty-three (33) percent will be assigned to the school.

A list of common teachers and accounts will be generated by the Educational Options office in August. Money will be assigned to the school’s 4310 account at that time.

Elementary Level

The teacher shall be responsible for developing the plan of study, meet with the parents, and evaluate the completed work with an evaluation of “+” or “-” and sign off on the contract.

Sixty-seven (67) percent of the money recouped by the school as a result of the teacher directed short term contract shall be credited to the individual teacher’s supply budget the following year. Thirty-three (33) percent will be assigned to the school.
No teacher shall be required to develop/evaluate the Independent Study plan. It shall be an option exercised at the discretion of the teacher.

Any teacher who develops/evaluates the Independent Study plan shall be recompensed as outlined above.

For teachers and schools to be properly credited, the completed and signed-off contracts must be sent to the Educational Options office for record keeping. The teachers’ names must be legible to be credited.

One copy of contract and work samples goes in the student’s cumulative folder.

State register pages are to be sent to Attendance Accounting for attendance credit which generates ADA.

Teaching Assignments Requiring Daily Travel Between Sites

This Section applies to all teachers whose regular assignment requires direct and daily instruction of students and which requires travel between two (2) or more non-adjacent schools on a daily basis, hereafter referred to as “Traveling Teachers.”

Teachers will be required to travel as described in Section 9661 only when such assignment is the only practical means by which to meet the educational needs of students.

Traveling Teachers will be compensated monthly for mileage at the District-approved rate, as provided in Article 29000. Traveling Teachers are responsible for completing and submitting mileage forms.

Mileage reimbursement as provided herein shall not apply to Traveling Teachers who accept extended duty assignments.

The provisions of Section 9100, including all subsections, shall apply to Traveling Teachers in the same manner as for all employees.

A Traveling Teacher’s aggregate obligations to provide supervision and attend meetings shall not exceed the maximums established by Section 9130, Section 9150, and Article 20000. The relevant site administrators and the Traveling Teacher shall collectively develop a plan to allocate the Traveling Teacher’s supervision and meeting time. If an agreement cannot be reached, the matter will be referred to CAC.

Teaching Assignments Requiring Daily Travel Between Classrooms

This Section applies to all teachers whose regular assignment requires direct and daily instruction of students and which requires travel to more than one (1) classroom at a single site, hereafter referred to as “Site Itinerant Teachers.”

The District and site administration shall attempt to minimize the number of Site Itinerant Teachers and the number of classrooms between or among which any individual Site itinerant Teacher must travel.

Emergency School Closings

If it is necessary to close a school or schools due to an emergency condition, other than concerted activities by employees, employees shall suffer no loss in wages or benefits as a result.
Employees shall be permitted to leave the school immediately after students, provided, however, that employees may be required to attend a District meeting on the nature of the emergency.

The Contract Advisory Committee will establish a committee to develop appropriate guidelines on emergency school closings.

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ARTICLE 10000
EXTRACURRICULAR ASSIGNMENTS

10100 Extracurricular Assignments

10110 Sites will receive and allocate an allotment of stipends for athletic coaching and extracurricular activity advising as specified in Appendix F.

10120 An employee who receives an extracurricular advising or athletic coaching stipend shall be paid a sum in accordance with Appendix F in addition to their regular salary. The amount shall be paid in one lump sum in the pay period following completion of the activity as authorized by the site principal.

10130 The instrument used to assess athletic coaches shall be the Athletic Coaches Evaluation Form (see Teacher Evaluation System Handbook). The instrument shall only apply to coaching activities that are not evaluated under another section of the Teacher Evaluation System Handbook.

10140 When a vacancy occurs in an athletic coaching position, the position will be posted for five (5) business days. Qualified unit members shall be interviewed for any vacancy and will be given a preference in hiring over equally qualified outside candidates. Unit members who have received a current, applicable, satisfactory evaluation on the Athletic Coaches Evaluation Form (see Teacher Evaluation System Handbook) will be chosen over outside applicants.

10200 Employee Assignment to Outdoor Science Camp

10210 Compensation for overnight supervision shall be in accordance with Appendix G.

10220 No employee shall be required to attend Outdoor Science Camp under either of the following conditions:

10221 If attendance creates a hardship. In such case the principal will make alternate arrangements.

10222 If the employee can find an appropriate replacement from the school faculty.

10230 No employee shall pay a fee for attendance.

10240 An employee may leave Outdoor Science Camp when acceptable prior arrangements have been made with the home school principal and the principal of Outdoor Science Camp.
ARTICLE 11000
LEAVES OF ABSENCE

11100 With Compensation

11110 Absence from Duties Due to Illness, Accident or Quarantine

Each certificated employee will be allowed ten (10) days of absence due to accident, illness, or quarantine each year, and any days not used will be accumulated by the certificated employee for use if necessary during the succeeding years. After all earned sick leave days at full pay have been used and additional absence due to illness or accident is necessary, the certificated employee is granted differential pay in the remainder of the five (5) month period not covered by sick leave. The administration may require physician’s certification or other proof of illness before allowing payment for days of absence due to illness, accident, or quarantine.

11120 Pregnancy or Recovery from Pregnancy

Pregnancy, miscarriage, childbirth, and recovery shall be treated as a disability. Therefore, accumulated sick leave may be utilized by an employee for absences due to pregnancy and/or recovery from pregnancy when a statement from the individual’s physician indicated that the employee is unable to work. Refer to section 11600 for Family Leave and section 11700 for Maternity.

11130 Personal Necessity and Compelling Personal Importance Leave

A maximum of seven (7) days of accumulated sick leave, section 11110, may be used in any one school year for Personal Necessity and Compelling Personal Importance.

11131 A maximum of four (4) days of accumulated sick leave may be used in any one school year for Personal Necessity.

11131.1 Personal Necessity is defined to mean circumstances that are significant in nature to the employee.

11131.2 Beyond the absence reporting system, or its equivalent, there shall be no additional reporting requirements for an employee using the days specified in 11131.

11131.3 None (0) of the four (4) days specified in 11131 may be used for concerted activities.

11131.4 None (0) of the four (4) days specified in 11131 may be used for compensated activities.

11131.5 None (0) of the four (4) days specified in 11131 may be used before or after a holiday or vacation period.

11131.6 None (0) of the four (4) days specified in 11131 may be used for political activities.

11132 A maximum of three (3) days of accumulated sick leave may be used in any one school year for Compelling Personal Importance.

11132.1 Compelling Personal Importance is defined to mean that the employee had no other choice than to take a leave during the contract workday.
11132.2 Each employee desiring to use the days specified in 11132 must complete and submit the Certificated Employee Compelling Personal Importance Leave Form to the Director of Human Resources or her/his designee. Said form must be submitted within five (5) workdays after returning from leave. The specific nature of the Compelling Personal Importance, and why it satisfies the definition in sections 11132.1, must be indicated. Requests of a personal or confidential nature may be presented orally to the Director of Human Resources or her/his designee.

11132.3 None (0) of the three (3) days specified in 11132 may be used for concerted activities.

11132.4 None (0) of the three (3) days specified in 11132 may be used for compensated activities.

11132.5 None (0) of the three (3) days specified in 11132 maybe used before or after a holiday or vacation period.

11132.6 None (0) of the three (3) days specified in 11132 may be used for political activities.

11140 Bereavement

11141 Bereavement: No Loss of Pay or Sick Leave - An employee is granted absence up to three (3) days due to each death in the immediate family. An additional two (2) days for out-of-state travel or travel of more than two hundred fifty (250) miles within the state shall be granted. No deduction will be made for such absences.

Employee’s Family Members Covered in This Section: employee’s mother, father, stepparent, grandmother, grandfather, son, daughter, stepchildren, grandchildren, spouse, domestic partner, son-in-law, daughter-in-law, brother, sister, brother-in-law, sister-in-law, and any relative living in the immediate household of the employee; the employee’s spouse’s or domestic partner’s mother, father, grandmother, grandfather, son, daughter, stepchildren, and grandchildren.

11142 Bereavement: No Loss of Pay or Sick Leave – One (1) day of leave with pay may be granted, following conferral with the site administrator and with the permission of the Director of Human Resources, due to the death of a current student or a former student still enrolled at the employee’s school site.

11143 Bereavement: No Loss of Pay or Sick Leave – One (1) day of leave with pay may be granted, following conferral with the site administrator and with the permission of the Director of Human Resources, due to the death of another employee at the employee’s school site.

11144 Bereavement: Loss of Sick Leave - Three (3) days of leave with pay may be granted to employees with the permission of the Director of Human Resources to attend funeral services for members of the employee’s spouse’s or domestic partner’s family. An additional two (2) days for out-of-state travel or travel of more than two hundred fifty (250) miles within state shall be granted. Leaves described in this paragraph will be deducted from the employee’s sick leave. Spouse’s or domestic partner’s family members covered by this section include: son-in-law and daughter-in-law.

11145 Bereavement: Loss of Sick Leave - One (1) day of leave with pay may be granted to certificated employees, with the permission of the Director of Human Resources to attend funeral services for a person not described above. This leave will be deducted from the employee’s sick leave.
11150 Jury Duty

District employees may be absent from duty to serve on a jury or to appear as a court witness (private business excluded) without loss of pay. Any amount paid for services on a jury or as a witness will be deducted from the employee’s salary, only when the employee, at the request of the District has provided proof that he/she has actually received such payment.

11160 Industrial Accident and Illness

Regularly employed certificated employees shall be eligible for an industrial accident leave because of occupational injury or illness. The number of days of leave allowed for one accident, or the total number of days allowed in one fiscal year for one accident, shall not normally exceed sixty (60) school days. (The District may grant up to a maximum of thirty [30] additional days of sick leave if approved by the Director of Human Resources when an employee’s malady is verified. The District may request its physician to verify the need for the extended days of sick leave under this policy.) During this period of absence, the employee shall receive that portion of the monthly salary which, when added to the temporary disability compensation, will not exceed the regular monthly salary. Before salary payments can be made to an absent employee under provisions of the policy, the required Employer’s Report of Industrial Injury must be on file with the Business Office. When entitlement to an industrial accident leave has been exhausted, all sick leave benefits accrued as a District employee shall commence. For payroll purpose, the sick leave shall begin on the first workday following the termination of the industrial accident leave. If the employee continued to receive workers’ compensation while on sick leave, he/she may elect to take that portion of her/his accumulated sick leave, which, when added to the temporary disability compensation, will not exceed her/his regular monthly salary. During all paid leaves of absence as described, the District shall deduct all money directly received by the employee under the Workers’ Compensation law from the employee’s salary. The District shall in turn issue the adjusted salary warrant to the employee. The employee shall secure a medical release before being permitted to return to work. Allowable leave of absence, as described in this section, shall not be accumulated from one year to another.

11170 Employees who need an accounting of accumulated sick leave days may obtain this information upon request to the payroll department. The District shall provide each employee with a monthly accounting of the status of sick leave.

11180 Military Absence

Employees who are members of any reserve corps of the armed forces of the United States or the National Guard, or who are inducted, enlisted, or are otherwise ordered to active military duty, shall be granted such leave and military leave pay as provided in the Military and Veterans’ Code. Any military training or leave initiated by the employee should be scheduled at the convenience of the District.

11200 With Partial Compensation

11210 When an employee is granted a leave with partial compensation, the employee will receive the difference between his or her salary and the salary paid to a substitute for the same period of time. The employee will have the substitute salary deducted from his or her wages even when a substitute may not be employed or required.

11220 Professional Organizations

11221 An employee may request leave with partial compensation for the purpose of attending a meeting, conference, convention, or event sponsored by a professional organization with a reasonable connection to the employee’s assigned responsibilities.

11222 The leave may be granted at the District’s discretion, upon the recommendation of the Director of Human Resources and the site administrator.
The total time granted to any one employee for such leaves shall not exceed six (6) work days in any one work year.

**Without Compensation**

**Authorized Voluntary Absence**

Voluntary absence for reasons not covered in the Agreement may be granted by the Director of Human Resources. Prior approval is mandatory, although extenuating circumstances will be considered. The employee’s daily rate of pay shall be charged against the annual salary for all voluntary absences.

**Child Care Leave**

Any employee shall be granted a Child Care Leave upon written request to the Director of Human Resources. The Child Care Leave shall begin upon the birth or adoption of a child OR after the employee stops using the benefits granted under Article 11120 (Pregnancy or Recovery from Pregnancy).

A Child Care Leave may continue for up to a maximum of two years for any one birth or adoption: the remainder of the work year in which the child is born or adopted and the following work year.

The provisions of Articles 11334, 11335, 11336, and 11337 shall apply to Child Care Leaves.

Additional information about relevant benefits can be found in Article 11600 (Family Leave) and Article 11700 (Maternity).

**General Leave of Absence**

Any employee may request a General Leave of Absence. Such leaves may be requested for whatever purpose the employee desires, except they shall not be granted and cannot be used for the purpose of employment in any other public, private, or charter school.

A General Leave of Absence may be granted at the District’s discretion, upon recommendation of the Director of Human Resources.

A General Leave of Absence shall not last less than one semester or more than one year.

Termination of a General Leave of Absence must coincide with the start of a semester.

Employees on a General Leave of Absence shall not receive pay but may purchase benefits (pay the full cost of the employee composite rate) at their own expense.

An employee taking a General Leave of Absence must sign an agreement that the Director of Human Resources will be notified in writing not less than sixty (60) days before the expiration date of the leave, or before January 15, whichever is earlier, of her or his intention to return. If the Director of Human Resources is not notified as herein provided, the position will be considered to be vacant. At least ten (10) days before the notice is due, the Director of Human Resources will remind the employee of this obligation by registered letter.

Employees returning from a General Leave of Absence are assured employment in the District. However, when no certificated vacancy exists for which they are qualified, the employee will be placed on the substitute list and will be paid the regular certificated salary until such time as an appropriate vacancy occurs. Employees placed on the substitute list are entitled to full fringe benefits, including retirement contribution.

A written rationale for the rejection of a leave without compensation as provided in this section shall be made available to the employee upon request.
11400 Educational Leave

11410 Any employee may request and, upon the recommendation of the Director of Human Resources, may be granted an Educational Leave for the purpose of pursuing personal educational improvement.

11420 Educational Leaves, when granted, will be for not less than a semester and not more than two (2) years.

11430 Before beginning an Educational Leave, the certificated employee must sign an agreement that the Director of Human Resources will be notified in writing not less than sixty (60) days before expiration date of the leave, or before January 15, whichever is earlier, of the employee’s intention to return. If the Director of Human Resources is not notified as herein provided, the position will be considered to be vacant. At least ten (10) days before the notice is due, the Director of Human Resources will remind the employee of this obligation by registered letter.

11440 An Educational Leave will be approved not more than once in five (5) years for any one individual.

11450 Employees on an Educational Leave shall not receive pay but may purchase benefits (pay the full cost of the employee composite rate) at their own expense.

11460 Employees returning from an Educational Leave are assured employment in the District. However, when no certificated vacancy exists for which they are qualified, the employee will be placed on the substitute list and will be paid the regular certificated salary until such time as an appropriate vacancy occurs. Employees placed on the substitute list are entitled to full benefits, including retirement contribution.

11470 A written rationale for the rejection of an Educational Leave shall be made available to the employee upon request.

11500 Catastrophic Leave Bank

The Catastrophic Leave Bank is a voluntary program that grants additional paid leave to its members in catastrophic circumstances after they have exhausted their accumulated sick leave.

11501 In Article 11500 and all its subsections, the term “employee” is defined to mean “bargaining unit member.”

11510 Bank Membership and Contributions

11511 Membership in the Catastrophic Leave Bank shall be voluntary, but Membership shall be available to all employees. Employees may apply for membership in the Bank by submitting the “Catastrophic Leave Bank Membership Form.”

11512 Employees who are not currently members of the Bank may join by contributing a minimum of one (1) day of their accumulated sick leave during the annual open enrollment period.

11513 Employees who are currently members of the Bank may renew their membership by contributing a minimum of one (1) day of their accumulated sick leave during the annual open enrollment period.

11514 When the Bank has a surplus of days, the Catastrophic Leave Bank Committee may elect to renew all current memberships without requiring a contribution under Article 11513.

11515 The first day of the open enrollment period shall be the first day of the work year. The last day of the open enrollment period shall be September 30.

11516 The Bank’s membership year shall be October 1 to September 30.
Employees who are hired after the first day of the work year may submit their initial contribution under Article 11512 within twenty (20) work days of their first day of paid service. Bank membership for these employees shall become active twenty (20) work days after receipt of their application.

All contributions made to the Bank are irrevocable.

The Association shall appoint a Catastrophic Leave Bank Committee of at least three (3) members to administer the Bank. Members of the Committee shall keep confidential all information related to a request for catastrophic leave or the renewal thereof.

The District shall maintain an account within which it will hold the contributed days and from which the Committee will authorize transfers.

The Committee shall initiate a transfer of days from the Bank to a Bank member by submitting the “Catastrophic Leave Bank Award Form” to the Director of Human Resources.

The Association will remit completed copies of the “Catastrophic Leave Bank Membership Form” to the Director of Human Resources by October 15 of each year or, in the case of employees identified in Article 11517, within fifteen calendar days of receiving the form from the employee.

By November 15 of each year the District will submit a list of all members of the Bank, together with the number of accumulated days in the Bank.

All forms necessary for the administration of the Bank shall be approved by CAC.

The need for catastrophic leave is caused by an illness or injury that has incapacitated, that is expected to continue to incapacitate an employee for an extended period of time, and that requires the employee to be absent from work.

To be eligible for a grant from the Bank, a first-year employee must suffer the incapacitation after submitting the “Catastrophic Leave Bank Membership Form.”

To be eligible for a grant from the Bank, all other employees must suffer the incapacitation during a membership year in which he or she was a member of the Bank.

To be eligible for a grant from the Bank, the employee’s incapacitation must last, or be expected to last, for more than ten (10) work days.

Applicants for catastrophic leave must submit their request to the Committee using the “Request for Catastrophic Leave Form.” The form must be accompanied by a doctor’s report indicating (1) the nature of the illness or injury, (2) the reason for the incapacitation, and (3) the probable length of absence from work.

The Committee shall respond to applications for catastrophic leave within thirty (30) calendar days.

When a participant has drawn thirty (30) days of leave from the Bank and requests an extension, the Committee may require a medical review by a physician of the Committee’s choosing at the expense of the applicant, provided the physician is a member of one of the District’s health plans.
11533 Days of catastrophic leave granted from the Bank shall commence after the exhaustion of fully paid sick leave.

11533.1 Employees on differential leave shall be granted days from the Bank at the rate of one-half day for every day they are on differential and shall receive their full pay during this time.

11533.2 Employees who have exhausted differential leave shall be granted days at the rate of one day for each day of absence and shall receive their full pay during this time.

11533.3 Grants of catastrophic leave that are made after an employee has exhausted fully paid sick leave can be applied retroactively to cover the period from the time sick leave is exhausted to the time the grant is made.

11534 The employee will continue to receive District-paid fringe benefits while receiving days from the Bank.

11535 A maximum of one hundred twenty-five (125) days per school year may be distributed to any one applicant. A maximum of two hundred fifty (250) days may be distributed to any one applicant during any five-year period.

11536 The income protection benefit provided under Article 37140 will commence after the days granted from the Bank are used.

11540 Exclusions

11541 Employees receiving workers compensation benefits for industrial illness/injury shall not be entitled to use the Bank until such time as the workers compensation benefit is exhausted.

11542 Employees who are injured or become ill while on an unpaid leave of absence are not entitled to use the Bank until such time as they are scheduled to return from the leave and have exhausted their accumulated sick leave.

11550 Hold Harmless

11551 Upon application to the Bank for catastrophic leave the applicant must sign the hold harmless agreement contained in the “Request for Catastrophic Leave Form.”

11552 Approval or denial of requests is at the discretion of the Committee and not subject to the provisions of Article 6000 of the Agreement, provided that applicants may appeal the decision of the Committee to the Association’s Board of Directors whose decision will be final.

11600 Family Leave

11610 SJUSD shall comply with the Family Leave Act (FMLA) and the California Family Rights Act (CFRA). The District shall administer such Acts to include the following provisions:

11620 Family members shall include domestic partners as such term is defined and applied elsewhere in this Agreement.

11630 Employees may use up to fifteen (15) days of accumulated sick leave to use in conjunction and concurrently with a family care leave under this section to care for a family member, subject to all certification and related requirements of the FMLA and CFRA.
The District shall provide employees the opportunity to continue to receive medical benefits, at the employee’s expense, upon the expiration of FMLA/CFRA leave consistent with COBRA requirements.

Maternity

The Association and Human Resources, through CAC, shall develop and regularly update a reference guide detailing all maternity options available to employees. This reference guide shall detail all options available through the contract, state statutes, federal statutes, and the district’s benefits package. Human Resources shall make this reference guide available to all employees.

Right of Return

The District and Association may agree in writing that employees moving to a specialized assignment shall have a right of return to their previous assignment (if it exists). The extent of such right (e.g., to the same school or position) shall be as designated in the written agreement applicable to each specialized assignment.

The written agreement shall also specify when the right of return may be exercised, such as the end of the first year in the specialized assignment or upon expiration of the initial term in the specialized assignment.

At the time of this Agreement (2012-2013) the specialized assignments with a right of return are Consulting Teachers, members of the Teacher Quality Panel, and the full-time released Association President.

ARTICLE 12000  
EXTENDED YEAR PROGRAM

The Human Resources Office shall provide applications to school sites for their extended year program teaching positions following approval by the Board of Education of the proposed plans. Openings will be posted at each site for their extended year program for a period of five (5) days.

The administration of each site shall select the best-qualified teachers to provide extended year services to the students at that site.

Migrant Extended Year Program employees shall be selected by Migrant Administrators.

Special Education Extended Year Program employees shall be selected by Special Education Administrators.

The criteria for the selection process of all employees shall be based upon:

Current California credentials held, major and minor subject areas, qualified expertise in more than one subject area or teaching field;

Regular academic or grade assignment, previous work or teaching experience;

Past formal evaluations as a regular certificated employee;

Employee attendance record

Regularly employed employees of the District will be given preference over employees outside the District.
12410  Extended year teaching positions will be offered first to qualified San Jose Teachers Association (SJTA) unit members at the site and then District-wide using the same criteria established in Articles 12500 and 12600 before vacancies are offered to non-SJTA unit members.

12420  The interview process set forth in sections 15420, 15430, 15440 and 15450 of this Agreement shall apply to unit member applicants for extended year positions.

12430  SJTA unit members who have been referred in the current year to the Peer Assistance and Review Panel (see Article 26000) and are thus in Phase II of the San Jose Unified School District Performance Assessment For Certificated Employees shall not be offered extended year teaching positions.

12500  Payment for extended year teaching will be classified as extra-duty pay and paid in addition to the employee’s regularly established salary. Extended year pay is subject to deductions for a supplement retirement savings plan administered by STRS. The salary will be determined in the following manner:

12510  District teachers who work in Extended Year programs will be paid on a per diem basis as defined in Appendix G, Section 1. The employee per diem rate is determined after the final retroactive increase, if any, for that school year. Total pay per day cannot exceed the daily per diem rate. The employee will be paid only for the actual extended year instructional hours. Employees will be expected to attend one unpaid organizational meeting prior to the beginning of the Extended Year program. This includes the Liberty and the Migrant Education Extended Year Programs.

12520  Regular academic or grade assignment, previous work or teaching experience;

12530  Past formal evaluations as a regular certificated employee;

12540  Employee attendance record.

12600  The configuration of extended year programs and whether they will be held rest with the District.

12610  Summer school teaching positions will be offered to qualified San Jose Teachers Association (SJTA) unit members using the same criteria established in Articles 12500 and 12600 before vacancies are offered to non-SJTA unit members.

12620  SJTA unit members who have been referred in the current year to the Peer Assistance and Review Panel (see Article 26000) and are thus in Phase II of the San Jose Unified School District Performance Assessment For Certificated Employees shall not be offered summer school teaching positions.

12700  Extended year pay shall be based on the salary schedule in effect on the last day of the regular school year.

12710  Payment for summer school will be sixty-six and two-thirds percent (4/6ths) of an employee’s regular per diem prorated on an hourly basis.

12800  The determination of whether summer school or extended year programs will be held rests with the District.

12900  Summer school and extended year pay shall be based on the salary schedule in effect on January 1 of the year the program operates.
ARTICLE 13000
CLASS SIZE AND STAFFING

13100 Elementary School Class Size and Staffing

13110 The base number of regular teaching staff in elementary schools will be computed at a ratio of 1.0 FTE for every thirty (30) students enrolled in Grades TK-3 and 1.0 FTE for every thirty-one (31) students enrolled in Grades 4-5.

13111 Additional FTE shall be allocated at the district level to provide 4/5 Release (Article 9124). The maximum amount of 4/5 Release FTE to be considered a bargaining unit expense under Appendix A shall be computed at a ratio of 0.1 FTE for every general education classroom requiring release and 0.2 FTE for every SDC classroom requiring release.

13120 The maximum class sizes in elementary grades shall be:

<table>
<thead>
<tr>
<th>Grade</th>
<th>Maximum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transitional Kindergarten</td>
<td>30</td>
</tr>
<tr>
<td>Kindergarten</td>
<td>30</td>
</tr>
<tr>
<td>Grade 1</td>
<td>30</td>
</tr>
<tr>
<td>Grade 2</td>
<td>30</td>
</tr>
<tr>
<td>Grade 3</td>
<td>30</td>
</tr>
<tr>
<td>Grade 4</td>
<td>31</td>
</tr>
<tr>
<td>Grade 5</td>
<td>31</td>
</tr>
</tbody>
</table>

13130 Individual classes may exceed the above numbers when one or more of the following conditions exist:

13131 The individual teacher consents. Upon request the teacher will be apprised of the reason(s) for exceeding these limits and may discuss non-monetary accommodations with the principal.

13132 A site adopts an alternate staffing plan as part of an approved Site Flexibility Agreement under the terms of Article 38000;

13133 A major reorganization of classes would be required to achieve the normal maximum;

13134 Building facilities are needed and unavailable to achieve the normal maximums.

13140 Combination classes shall be used only where they will be in the best interests of the students. The Contract Advisory Committee will study ways to use restricted funds to lower class sizes in combination classes.

13200 Secondary School Class Size and Staffing

13210 The maximum average class size in secondary grades shall be:

<table>
<thead>
<tr>
<th>Grade</th>
<th>Maximum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grade 6</td>
<td>31</td>
</tr>
<tr>
<td>Grade 7</td>
<td>31</td>
</tr>
<tr>
<td>Grade 8</td>
<td>31</td>
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<tr>
<td>Grade 9</td>
<td>33</td>
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<tr>
<td>Grade 10</td>
<td>33</td>
</tr>
<tr>
<td>Grade 11</td>
<td>33</td>
</tr>
<tr>
<td>Grade 12</td>
<td>33</td>
</tr>
</tbody>
</table>
Every effort will be made to schedule classes so that no single class exceeds thirty-five (35) students.

Exceptions to the aforementioned thirty-five (35) student objective may be made when the viability of the class is incumbent upon enrolling more than thirty-five (35) students, but not as a predetermined staffing strategy. The site administration will meet and consult with the affected teacher(s) regarding any class that exceeds or is scheduled to exceed thirty-five (35) students.

The District will staff all secondary schools in accordance with the staffing formulas contained in the Agreement and in accordance with the number of students enrolled at each site. The base number of regular teaching staff will be computed at a ratio of 1.2 FTE for every thirty-one (31) students enrolled in Grades 6-8 and 1.2 FTE for every thirty-three (33) students enrolled in Grades 9-12.

The District may continue to enroll students in classes when a school is overstaffed or when a site administrator and an affected teacher mutually agree that space is available.

The total number of basic staff as defined in 13213 shall be assigned regular teaching duties. Regular teaching duties will be defined in accordance with Article 9000. The administrator, when making initial assignments at the beginning of each semester, shall assign personnel in an equitable manner through all departments. Assigned in an equitable manner does not necessarily mean that all classes will be staffed at specific average numbers. It is recognized that curriculum as well as available work stations will, in many instances, limit class size. However, initial student/teacher ratios should be reasonably balanced. Staffing information, including those student-teacher ratios, with rationale, shall be made readily available to all teachers at the site prior to the fifteenth instructional day of the semester upon request. In addition, the number of students enrolled in one additional class shall also be available by these dates.

Specific assignments within departments will be determined by consensus within each department by the department members and the Principal/designee and in accordance with the following provisions:

13221.1 Class loads will be distributed as evenly as possible taking into consideration categorically funded programs, lab work stations, specialty classes, and other relevant considerations.

13221.2 Rotation of courses will occur when appropriate.

13221.3 Principals shall attempt to assign teachers in accordance with the teachers’ preferences and shall attempt to keep course preparations to a maximum of three (3) per day.

13221.4 Staffing ratios will be adjusted to reflect actual laboratory, computer, or fine art work stations within a department in a manner that is mutually acceptable to the departments and the site administration.

13221.5 At each site, staff will continue to discuss master scheduling and facilities in order to ensure that the provisions of the agreement will be implemented.

13221.6 If, despite good faith attempts by all parties involved, concerns have not been resolved at the site level, the issue will be referred to CAC.

Beginning the second day of actual student enrollment, the Principal/designee will begin to balance classes, beginning with the classes with the greatest number of students.
By the end of the first week of school, the Principal/designee will meet with department representatives to review student enrollment numbers and class size. A plan will be developed to bring student/teacher ratios within contracted specifications.

An independent studies employee shall have a maximum of twenty-eight (28) students.

The District may utilize non-bargaining unit personnel at Liberty High School to service a total of sixteen (16) students. When a seventeenth (17th) student is enrolled, the District will hire a full-time employee.

Independent studies teaching staff not assigned to the Liberty High School must maintain a class load of between twenty-four (24) and twenty-eight (28) based on students enrolled exclusively in independent studies.

Staffing Restrictions

If staffing limitations prevent a particular secondary school from offering all the small specialty classes it might desire, an attempt will be made to make offerings on some equitable rotational basis. The administration will, if requested, inform the staff of the rationale for offering specialty classes as well as the basis for assigning staff. In the event the principal and staff disagree, the final decision shall be made by the Superintendent.

When determining class loads and/or assignments, the administrator will attempt, within reason, to achieve and maintain balanced class loads and/or assignments within any particular level or subject area as well as throughout the department and/or school.

When one or more employees are to be added to a staff, the District will endeavor to hire/reassign persons qualified to teach in those subject areas, when known, that are currently or will soon be understaffed.

When filling a vacancy where Article 15000, Section 15400, is utilized, the principal will seek the advice of the appropriate staff member/members in the selection of the applicant.

If the District chooses to offer students additional classes, employees will not be required to teach a split shift. Split shift shall be defined as any break in the instructional program of more than one preparation period and one lunch period. However, a teacher may agree to teach a split shift. Whenever possible, the administrator will offer employees their preference as to either the early or late shift.

No employees in the regular education program shall be required to provide non-instructional service to physically impaired students except in case of emergency.

Inclusion and Mainstreaming

Inclusion means students are assigned to, and participate in, the same general education classrooms as their age-group peers. All included students are considered primary members of the regular education classroom. By contrast, mainstreaming most often means that students from a self-contained Special Day Class (SDC) participate in some specific activities within the general education program. Mainstreamed students are considered primary members of the special education classroom.

The implementation of an inclusion program will not be used to reduce special education employees.

Special Day Class students shall be added to regular classes that are full only with the prior written permission of the teacher.
13430 An additional 0.2 FTE will be added to each middle school staffing allotment to compensate for the period of time SDC students are in mainstream classes. The cost of this additional staffing will come from the Association’s fair share of the salary formula.

13440 In the mainstreaming of Special Education students, or in the placement of students who have qualified but have refused Special Education placement, the principal will take into consideration the existent class size and the least disruptive situation that will still afford the student the best educational program available.

13500 When scheduling students, site administration shall take into account the equitable assignment of EL students, students on an Individualized Education Plan, and students on a 504 Plan provided, however, that nothing shall interfere with the District’s ability to comply with all legal requirements. Disputes over this section shall only be subject to the complaint procedure outlined in section 6502. If the dispute is not resolved at this level, it may be referred to CAC.

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ARTICLE 14000
TEACHING CONDITIONS AND SAFETY

14100 The District will furnish to bargaining unit members required textbooks, teacher editions, testing materials, and other necessary materials and equipment, and such nonteaching employee services necessary to conduct the school and meet District curriculum requirements. No employee shall receive a negative performance evaluation based on a lack of furnished items listed or the inadequacy of the physical space provided for instruction. Employees will make effective, economical, and proper use of such materials and equipment.

14110 All reasonable efforts shall be made to have duplicating equipment and/or services continually available to employees at all sites.

14120 All reasonable efforts will be made to keep site AV equipment properly maintained.

14130 The District will maintain an administrative regulation regarding the intended purpose of funds allocated to school sites for the purchase of instructional materials. (See SJUSD Board Policy 6162.)

14140 Each employee shall be assigned to a workspace with appropriate space and furniture for students and the employee.

14141 When an employee is assigned to one (1) or more workspaces at a single site, the site administration shall designate one (1) of the workspaces as the employee’s primary workspace.

14142 The primary workspace shall include an individually equipped workstation, which is sufficient to carry out the employee’s required tasks, as well as access to reasonable storage.

14143 Employees should normally have access to their primary workspaces before school and after school in accordance with District policy. Employees should also normally have access to their primary workspaces for seven (7) calendar days before the first day of instruction and for four (4) calendar days after the last day of instructions.

14144 It is the intent of the site administrators to make classroom assignments that allow employees to have sufficient time to move between multiple assigned workspaces.

14150 Professional materials may be requested throughout the year and will be allocated based on the availability of funds.
Bargaining unit members shall not be responsible for custodial services. Custodial services include, but are not limited to, washing windows and floors. Custodial services shall be provided for each workspace.

Whenever monies are collected by employees, provisions will be made for the employee to turn in the money as soon as possible.

Summary of Planned Standards-Based Instructional Activities

An employee may be required to write and present a summary of planned instructional activities indicating the connection between such activities and the relevant standard(s) only after documented instances that clearly demonstrate a need for improvement in the development and delivery of instructional activities.

An employee required to present her/his written summary of planned instructional activities shall, upon request, receive any of the following: a conference to discuss the written summary, an observation of one or more of the summarized activities, a conference to debrief the activity or activities.

An employee who is required to submit her/his written summary under Section 14410 more than once in any school year, shall be entitled to regular and ongoing support in the development and delivery of instructional activities. Such support may include, but is not limited to, voluntary PAR, Job Start, peer observation, and coaching.

The requirement to present a written summary of planned instructional activities shall be utilized in a professional manner and not arbitrarily or capriciously.

The District shall endeavor to provide and maintain a safe place of employment. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health and safety.

All employees shall endeavor, in the course of performing the duties associated with their employment, to be alert to unsafe practices, equipment or conditions, and report any such unsafe practices, equipment or conditions to their immediate supervisor. No employee shall be required to work in or perform tasks in situations where established governmental agency guidelines are not being followed.

The District will defend any employee, pursuant to State law, if legal action is brought against the employee as a result of injury to a student.

All schools shall have a two-way electronic communications system. When such a system is inoperable the employee will be provided a portable two-way communications instrument until such time as the permanent equipment is operable.

The Contract Advisory Committee will examine the facilities and equipment in which employees work and seek to remedy any problem.

Ventilation system filters shall be cleaned yearly.

Regular classrooms in which employees are required to work shall have a functioning heating, ventilation, and air conditioning (HVAC) system.

A regular classroom is defined as a location that was designed and intended for use as a traditional classroom.

A functioning HVAC system should heat the room to between 63°F and 69°F or cool it to between 72°F and 78°F.

The District shall make every effort to ensure that temperatures in regular classrooms are not less than 60°F. No employee shall be required to work in a regular classroom that is less than 55°F, except for that period of time necessary to bring portable heating devices and raise the
temperature above 55°F or for that reasonable period of time necessary to find an alternate and available suitable space.

14554 The District shall make every effort to ensure that temperatures in regular classrooms are not greater than 80°F. No employee shall be required to work in a regular classroom that is greater than 87°F, except for that period of time necessary to bring portable cooling devices and lower the temperature below 87°F, or for that reasonable period of time necessary to find an alternate and available suitable space.

14555 Employees shall be responsible for informing their supervisors when HVAC systems are not functioning, when rooms are colder than 60°F, and when rooms are warmer than 80°F.

14560 Each regular assigned workspace shall have access to an operable outside telephone line.

14570 Any assault, verbal or physical, upon an employee by either students or adults shall be reported promptly to the site principal or immediate supervisor. The report shall contain the employee’s name, the date, and the location of the assault, a description of the assault, and the name of the person(s) making the assault, if known. The site principal or immediate supervisor will take action as soon as possible to remedy the situation. In cases of physical assault or the imminent threat of physical assault, the site principal or immediate supervisor shall call for immediate police response.

14580 The San Jose Unified School District Student/Parent and Staff Information Handbook shall be available electronically to each employee.

14600 The District will attempt to improve adult lunch facilities when and where necessary.

14700 CAC shall develop guidelines for visitors to District schools and worksites, and shall include these guidelines in the San Jose Unified School District Student/Parent and Staff Information Handbook. These guidelines shall include reasonable parameters on classroom visits and the review of classroom materials by adults. The District shall provide for the regulation of visits to school sites by adults in a manner that promotes the safety of students and teachers, and minimizes the disruption or interference with instructional activity.

14800 The District will defend any bargaining unit member, pursuant to state law, if legal action is brought against the bargaining unit member as a result of performing duties within the course and scope of their employment.

14900 Reimbursement for Loss, Destruction or Damage of Personal Property

14910 The District will provide insurance coverage for each employee of the District, who, in the scope of her/his duties, suffers damage to her/his personal property covering or worn upon her/his body, as a result of violent student action or reaction. Such coverage shall reimburse the employee for the actual cash value or cost of repair to such personal property up to a maximum of five hundred dollars ($500) for each employee in each incident. This coverage excludes any damages, which would be covered by the Worker’s Compensation benefits, or any other valid and collectible benefits, such as those provided by a group accident and sickness insurance, dental insurance, or optometric benefits.

14920 The District will establish the sum of five hundred dollars ($500) as the maximum reimbursement for the loss, destruction or damage by arson, burglary or vandalism of personal property used in instruction in the schools of the District. Such instructional items shall be limited to those deemed necessary by the principal and the employee for the enhancement of the educational program. These items are not normally supplied by the District and are useful for a determined length of time, but under no circumstances shall the time limit exceed ninety (90) days, unless mutually extended by the employee and principal. Reimbursement shall be made only when approval for the instructional use of the personal property in the schools was given before the property was brought to school and when the value, not to exceed five hundred dollars ($500) was agreed upon by the employee bringing the property and the school.
administrator or her/his designee at the time approval for its use was given. The employee’s established negligence, however, will negate any claim whatsoever.

ARTICLE 15000
ASSIGNMENT AND TRANSFER OF PERSONNEL

15100 All certificated personnel employed by the San Jose Unified School District are District employees. Their assignment and transfer shall be determined by the Superintendent of Schools pursuant to Section 35035, Subdivisions (c) and (d), of the California Education Code.

15110 Transfers (Sections 15200, 15300 and 15400) will be initiated and effected by the Superintendent and shall be based on the educational needs of the District and/or to promote satisfactory personnel relations. All personnel who are transferred shall be informed of this action by the Superintendent and/or her/his designee.

15120 Any employee transferred shall be entitled to a conference with the Director of Human Resources, as soon as possible, if the employee so requests.

15130 When the Superintendent effects transfers, the procedures found in 15300 will apply. When vacancies are announced for transfer applicants, the procedures found in 15400 will apply.

15140 No advancement or transfer shall be denied an employee solely because the employee is in a position requiring a special credential unless such action causes the District to be out of legal compliances or causes the District to incur unnecessary costs.

15200 Voluntary Transfers

Employees may request a transfer from one location to another by completing the appropriate form provided by the Human Resources Office not later than April 1 to be considered for the following school year. Requests shall be renewed each year.

15300 Administrative Transfers

15310 When transfers of employees to another school site are due to, but not limited to, declining enrollment or staff reduction in schools, volunteers will be sought.

15311 The building site administrator will be asked to survey her/his staff for potential volunteers. Volunteers may state preferred grade level/subject area as well as preferred school locations.

15312 The site administrator and Human Resources Office representative will review the employees who volunteer in relationship to the needs of the changing school, as well as existing vacancies elsewhere.

15312.1 Volunteering to transfer does not guarantee a transfer.

15313 In the event there are two or more appropriate volunteers, the employee with the most seniority, according to District employment dates shall be transferred.

15314 In the event there are no volunteers, or no appropriate volunteers, the District will select a person to transfer based on the needs of the declining school and existing vacancies elsewhere. The District will notify the Association of such selection(s).

15314.1 Elementary Schools
When it is determined that no program, grade level or credential factors (individually or collectively) need to be considered when selecting a person to transfer, the school staff member with the least seniority according to District employment dates or records of continuous service in the SJUSD shall be transferred.

15314.2 Secondary Schools

When it is determined that no program, grade level or credential factors (individually or collectively) need to be considered when selecting a person to transfer, the members assigned to the over-staffed department with the least seniority according to the District employment dates or records of continuous service in the SJUSD shall be transferred.

15320 The District will make every effort to avoid administratively transferring employees for two (2) years following an administrative transfer. The District will consult with the Association prior to making such a transfer within the two (2) year period.

15330 Any employee transferred administratively shall be informed of this action as soon as possible and shall be released from her/his contract if the employee so requests. Upon resignation, an employee may apply for any subsequent vacancy in the District for which the employee is qualified.

15340 When a school closes, the employees at the closing school shall have the first opportunity to fill any and all vacant positions for which they qualify at the school(s) where the students are being placed.

15350 Transfers Resulting from Two-Way Bilingual Immersion Program Implementation

15351 SJTA and SJUSD shall meet on an annual basis to review SJUSD TWBI programs.

15352 SJUSD shall notify SJTA as soon as possible and no later than twenty (20) instructional days prior to the end of the school year when the requirements of a TWBI program require a change in staffing, including the need to fill a vacancy in the TWBI Program. The parties shall utilize the following:

15352.1 When filling vacancies in a TWBI Program, including those resulting from a program’s expansion, the March 2, 2013 memo titled “Guidelines for Teachers Interested in TWBI with BCLAD or Equivalent” shall apply. (A copy of the memo shall be available on the Human Resources section of the SJUSD Intranet site.)

15352.2 When the necessary change in staffing requires the displacement of a bargaining unit member, SJTA shall meet with the faculty to secure a volunteer for a voluntary transfer with the volunteer being reassigned to the vacancy of her/his choice for which she/he is credentialed.

15352.3 When the necessary change in staffing requires the displacement of a bargaining unit member and there is no appropriately credentialed volunteer for a voluntary transfer, SJUSD shall reassign the appropriately credentialed bargaining unit member with the least seniority according to continuous service with SJUSD.

15400 Announced Vacancies/Transfer Procedures

15410 Between September 1 and June 30, positions declared vacant by the Human Resources Office will be posted at all sites for a period of five (5) work days. A copy of the posting will be sent to the Association.

15411 Between July 1 and August 31 a copy of a notice of a position declared vacant shall be sent to the Association office and posted at the District.
All temporary, probationary or tenured employees will be offered an interview for any or all announced vacancies for which they qualify and apply within prescribed timelines, except as noted below.

Employees on leave, committed to return to the Fall Semester, may interview for announced vacancies available for the Fall Semester.

Employees wishing to interview for announced vacancies shall contact the building principal (or appropriate supervisor) and arrange an appointment for an interview.

Requests for interviews will be accepted during the five (5) day announcement period.

Interviews may be conducted during the announcement period and will be scheduled within one week following the close of the announcement.

The principal of the school to which the employee is requesting a transfer shall take into consideration the training, credentials, experience, competencies and personal characteristics of each potential transferee. Where practicable, the principal should seek the advice and counsel of the appropriate faculty personnel and/or departments in the selection of such transferees. The primary criterion for consideration of a request for transfer is whether or not the transfer will contribute to the best educational program for the school.

All appropriately credentialed and/or qualified by CTC standards applicants for transfer will be offered an interview before the position is filled, expect that the principal and staff at the school may not be required to interview more than the first twenty (20) applicants before filling the position. The building administrator will forward a list of all interviewees to the Human Resources Office at the close of the interview period with her/his recommendations regarding the vacancy.

All interviewees will be notified promptly of their status by the Human Resources Office.

End of Year Postings

Known vacancies which result from resignations, retirements, and/or leaves of absences will be posted beginning in May of each year.

Qualified candidates, including temporary employees, as defined in 15460 may apply for the positions listed in Article 15481.

Released temporary employees may be selected for a position at their site after a telephone interview with the principal through July 15. (See Appendix E.)

All employees may learn of vacancies by calling the Human Resources Hot Line, and accessing the on-line bulletin board. They may interview for any vacancy they choose for which they are qualified as defined in 15460. Employees will be offered an interview as set forth in section 15420.

Current employees shall have preference over new hires for any vacancy for which they interview and are qualified except in the following circumstances:

First year District employees, other than those specified in 15550.

Probationary employees receiving more than one (1) ineffective check on the formal classroom observation guide/final assessment form guide.

Employees receiving more than one (1) ineffective check on their most recent final assessment form.
15540 Should a principal determine that a current employee who applies for a job is unqualified, or if the request is inappropriate, and should the employee so desire to make the move, the principal may appeal the implementation of Section 15500 to the Contract Advisory Committee (CAC). The CAC will hold a meeting in order to hear the principal substantiate her/his determination. The applicant may also be present at this meeting to present relevant information. The Committee will then determine whether or not the transfer will occur.

15541 For purpose of section 15540:
“A principal” means either or both the principal of the school to which, or from which, the employee seeks to transfer; and
An ’inappropriate request’ includes but is not limited to an assertion by the principal of the school from which the employee seeks to transfer that such transfer would be unduly disruptive or harmful to the educational program at that site.

15550 For purposes of this section terminated temporary employees who have served for seventy-five percent (75%) or more of the school year shall not be considered new hires.

15600 The provisions of Article 15000 and following will apply in all transfers/reassignments except those that result from:

a. Specialized skill staffing. Specialized skill areas shall be mutually agreed to by the District and the Association.

b. Establishing Magnet School(s)

c. Revamping a site’s program. Revamping is defined as a District decision to close and then reopen a school site in order to alter substantially a site’s entire program in two or more of the following ways: changing instructional methodology, changing the emphasis of the magnet, changing the student body composition, or adding magnet strands.

d. Establishing conversion charter schools.

15610 When implementing the above provisions, prior to the district-wide posting of vacancies, staff at the affected school shall be notified of the new program and offered the opportunity to remain at the site provided they are credentialed, possess the requisite skills, agree and begin to participate in revamping training, and agree in writing to support the revamping. The above activities will occur as soon as possible in the year preceding implementation.

15620 After the current staff submit preferences and have been screened/interviewed by the Magnet School Selection Committee, the remaining vacancies shall be posted in accordance with the provisions of Article 15400 and subsections. The Committee shall be comprised of a representative of each of the following: SJTA, Human Resources, site staff/site Governance Board (if any), site administrators, and technical experts (as appropriate).

15630 Current staff who do not remain at the revamping site shall be reassigned into a position classification comparable to that held prior to revamping, or to one (1) of three (3) of her/his preferences, or one for which they are credentialed if a preferred position is not available.

15640 Except as noted herein, employees will not be asked to sign any special contracts or to waive any contractual or legal rights in order to receive an assignment.

15700 The District recognizes the need to work with the school site to determine how best to implement the site bond construction/renovation/school closure with the least amount of interruption to the educational process.

15710 If site bond construction/renovation/school closure occurs during the school year, the following parameters will be followed:
A site bond construction/renovation activity/schedule/school closure will be provided in writing to the site administrator. When possible, this will occur ten (10) days prior to the start of the work. Should changes need to occur in this schedule they will be communicated as soon as practicable in writing to the site administrator.

Interim housing will be provided to all employees who must relocate during the site bond construction/renovation period.

The site bond construction/renovation workers’ lunch and break time should occur during the students’ instructional day whenever possible.

When possible, activities that generate loud noises, such as jack hammering, will occur before or after the students’ instructional day.

Watering trucks will keep dirt wet to alleviate any dust problems.

The District will provide classroom teachers with moving boxes and marking and labeling supplies.

Boxes should be labeled for either temporary storage or for classroom use. Those materials not needed for use during the relocation will be stored for the teacher. The materials needed for the six to seven week relocation period will be delivered to the interim room.

Teachers’ desks, filing cabinets, and other supplies will be moved to the interim classroom by the District.

For any move, the provisions of Article 15800 shall apply as if the move is involuntary.

Release Time and/or Compensation for Transferred Employees

When an employee is involuntarily transferred to a new site or to a new room at the same site, release time or compensation shall be provided by the District.

When release work days are provided, the employee may choose to exchange any of those days for an equivalent number of days paid at the daily substitute pay in order to effect the move during a time other than the school day.

For all involuntary moves, the District shall provide moving boxes and supplies and shall transport the personal and professional materials of the employee from one work location to another.

When a classroom teacher is transferred involuntarily to another site during the school year, the classroom teacher shall be given a total of five (5) full work days free of all assigned duties with students for the purpose of packing and unpacking their materials, preparing the new learning environment, making appropriate arrangements to move, becoming acquainted with the environment of the new work location, and preparing curriculum for the new students.

When a classroom teacher is involuntarily transferred from one room to another at the same site during the school year, the classroom teacher shall be given a total of three (3) days free of all assigned duties with students for the purpose of packing and unpacking their materials, preparing the new learning environment, and preparing curriculum for any new assignments.

When a classroom teacher is involuntarily transferred to another site after the end of the school year, the classroom teacher shall be paid the daily substitute rate for five (5) days for the
purpose of packing and unpacking their materials, making appropriate arrangements to move, and becoming acquainted with the environment of the new work location.

15815 When a classroom teacher is involuntarily transferred from one room to another at the same site after the end of the school year, the classroom teacher shall be paid the daily substitute rate for three (3) days for the purpose of packing and unpacking their materials.

15816 When an employee other than a classroom teacher is involuntarily transferred during the school year to another school site or to a different workspace at the same site, the employee shall have a minimum of one (1) work day up to a maximum of three (3) work days free of all assigned duties with students for the purpose of packing and unpacking their materials, preparing the new learning environment, making appropriate arrangements to move, becoming acquainted with the environment of the new work location, and preparing curriculum for the new students. The specific number of days shall be determined mutually by the site administrator and the affected employee. Any disagreement over the number of days it takes to effect the transfer shall be referred the CAC for resolution.

15817 When an employee other than a classroom teacher is involuntarily transferred after the end of the school year to another school site or to a different workspace at the same site, the employee shall be paid the daily substitute rate for one (1) day up to a maximum of three (3) days for the purpose of packing and unpacking their materials, preparing the new learning environment, making appropriate arrangements to move, becoming acquainted with the environment of the new work location, and preparing curriculum for the new students. The specific number of days shall be determined mutually by the site administrator and the affected employee. Any disagreement over the number of days it takes to effect the transfer shall be referred the CAC for resolution.

15820 When an employee volunteers for transfer under the terms of Article 15300, the terms of Article 15810 shall apply as if the move were involuntary.

15830 When construction or renovation requires an employee to move all or part of their materials into temporary storage without changing rooms, the terms of Articles 15810, 15811, 15813, 15815, 15816, and 15817 shall apply as if the employee is involuntarily moving between classrooms or workspaces at the same site.

15840 Other than indicated in Article 15820, when any employee volunteers to transfer to a new site or to a new room at the same site, no release time or compensation is required.

15900 Transfers and Dependent Enrollment

15910 Bargaining unit members may utilize Board Policy 5116.11 or 55117 for the enrollment of dependents.

15920 When a dependent’s enrollment at a bargaining unit member’s work site results in an irresolvable conflict, the bargaining unit member may be reassigned and/or transferred.

15930 Bargaining unit members who utilize Board Policy 5116.11 or 55117 for dependent enrollment shall not have access to the grievance process to challenge their assignment and/or transfer under Section 15920.
The purpose of this Evaluation System is to ensure high quality teaching in every classroom. The System is based on the following elements:

- Clear expectations, methods for support and means of accountability with opportunities for:
  - Specific feedback about areas for professional development; and
  - Meaningful discourse about areas of strength and improvement.
- A broad context of evaluation in which multiple and diverse measures are used to assess teacher effectiveness.
- Use of data for the sole purpose of enabling teachers and evaluators to assess areas of strength and development.
- Support for continuous growth and improvement such that quality educators are attracted to and remain in the District, knowing their effectiveness and productivity will be measured fairly and validated.

Employee Classifications

A Novice Teacher is a teacher with neither a preliminary credential nor permanent status. A Novice Teacher is normally working for the District on an intern credential. Novice Teachers shall remain in this classification until they earn a preliminary credential.

A Probationary Teacher is a teacher who has not earned permanent status in the District. Probationary Teachers shall remain in this classification for a maximum of three years, subject to Section 16364, (inclusive of time spent in the Novice Teacher classification).

A Permanent Teacher is a teacher who has earned permanent status in the District.

A Model Teacher is a teacher who has been identified for excellence in performing his or her job responsibilities.

Model Teachers shall be selected by the Teacher Quality Panel (TQP) through a competitive application process. The procedures and criteria for this process shall be determined and publicized by the TQP, but the selection process shall be open to all bargaining unit members, regardless of assignment.

There shall be no specific additional job responsibilities required of Model Teachers once they achieve the classification.

Anyone selected as a Model Teacher shall hold the designation for a three-year term, but an individual may reapply for the designation.

A Master Teacher Leader (MTL) is a teacher who has been identified for excellence in his or her job responsibilities and who performs a specific leadership role within a school or district community. The purpose of the MTL classification is to create an opportunity for the District to leverage the talents of some of its most capable teachers for specific leadership roles, without requiring these individuals to permanently leave the classroom.

MTL positions shall be created and allocated under guidelines established by the TQP.

Most MTLs will be full-time release positions, tasked with managing specific changes, program implementations, and initiatives for the defined three-year assignment. Some MTL
positions, however, could retain a classroom assignment with additional responsibilities (e.g., developing an intervention curriculum while teaching it to a cohort of students on a pullout basis).

16153 All MTL appointments shall be for three years, and all MTL positions shall expire after three years. Qualified teachers may apply for new MTL positions.

16200 Roles and Participants in the Evaluation System

16210 Administrator: A District administrator who is credentialed and legally authorized to perform evaluations of certificated employees.

16220 Consulting Teacher (CT): A teacher who is released full time to gather evidence to inform and validate evaluations and to participate in the System with the Administrator. All references to CTs as “evaluators” refer to this partnership role; however, the Administrator retains the exclusive role of the official evaluator as prescribed by law and is signatory on the evaluation document.

16221 Whenever possible, CTs will conduct evaluations in areas in which they have curricular and/or grade-level expertise.

16222 The TQP may hire part-time, interim CTs to participate in an evaluation for which no current CT has expertise.

16223 To ensure they can complete their tasks, CTs will have caseload limits that balance the workload required to observe, evaluate, and support their assigned teachers. These caseload limits will be determined, monitored, and revised as necessary by the TQP.

16224 CTs will be hired for a three-year term. CTs will be eligible to serve a maximum of two consecutive terms.

16225 The immediate supervisor of CTs is the administrator co-chair of the TQP.

16230 Teacher Quality Panel (TQP)

16231 The TQP shall be made up of three exemplary teachers and three exemplary administrators. TQP decisions shall require the approval of two teacher members and two administrator members.

16232 Members shall serve three-year terms, with one teacher and one administrator term expiring each year. Positions shall be filled by application. The CAC (Contract Advisory Committee, see Article 3300) shall jointly review all applications, but the SJTA President shall appoint all teacher members and the Superintendent shall appoint all administrator members. When the initial TQP members are appointed, the SJTA President and Superintendent shall each indicate which of their respective appointees will serve one- and two-year terms.

16233 SJTA appointees to the TQP shall be compensated with a $15,000 annual stipend.

16234 The TQP’s work shall be coordinated by two non-voting co-chairs who are not among the six members described above. An administrator co-chair shall be appointed each year by the Superintendent, and a teacher co-chair shall be appointed each year by the SJTA President. The teacher co-chair shall be a full-time release position. The immediate supervisor of both co-chairs is the Superintendent/designee.

16235 To fulfill the responsibilities described in this Article within the contractual and statutory timelines, the TQP will normally meet several hours each week during the school year, on occasional release days during the school year, and several weeks each summer, but the TQP shall set its own meeting calendar.
The TQP will submit at least annually a report to the Superintendent and the SJTA President detailing its activities and making recommendations for improvements to the System.

The TQP shall select CTs and coordinate their work. The District and Association will consult over training programs for CTs.

Teacher Assistance Program (TAP)

TAP shall provide coaching and support to Permanent Teachers who are rated “Does Not Meet Standard” at the conclusion of a Full Evaluation Cycle.

Teachers in TAP will participate in a Full Evaluation Cycle in the year immediately following their release from TAP.

The operations of TAP are defined in Article 26000.

Evaluation Cycle for Novice and Probationary Teachers

Novice and Probationary teachers shall be evaluated every year using the Full Evaluation Cycle. All references to Probationary Teachers in Article 16300 and its subsections shall refer to and include Novice Teachers, unless stated otherwise below.

The evaluation of a Probationary Teacher is the shared responsibility of the teacher’s supervising administrator and a CT evaluator.

Observations

For all Probationary Teachers the administrator evaluator and the CT shall each conduct two rounds of evaluation.

The first round of evaluation by each evaluator will conclude on a date determined each year by the TQP but no later than the last workday of January. The second round of evaluation will conclude on a date determined each year by the TQP but in sufficient time to satisfy the provisions of Section 16610.

The evidence used in either round of evaluation must be from multiple classroom observations, at least two of which must be full-lesson observations. The evaluator should provide informal communication following each classroom observation.

All observations may be unannounced, but none shall take place before the Probationary Teacher has met both evaluators and been acquainted with the logistics and expectations of the evaluation system through the orientation process set forth in Article 16610.

At least one full-lesson observation in the second round of evaluation shall be conducted jointly by both evaluators.

For the purposes of this article, a full-lesson observation for a classroom teacher must last for a minimum of 45 minutes. For non-classroom personnel the length of a full-lesson observation may be less than 45 minutes by mutual agreement of the employee and evaluator.

Support Plans

Probationary Teachers who are rated “Does Not Meet Standard” at any point during the evaluation process shall participate in writing and implementing a support plan. Supports to be provided will be identified in the plan.
The support plan will contain an action plan that specifically addresses the areas of concern identified during the observations of the teacher. This support plan should include specific action steps, associated timelines, and expected outcomes after implementing the support plan.

Recommendations of the TQP

When a Probationary Teacher is in the last year of probationary status possible by law or by Section 16120, the administrator and CT shall submit all evaluation documents and supporting documentation to the TQP by the last workday in January.

When a Probationary Teacher is not in the last year of probationary status possible by law or by Section 16120, the administrator and CT shall submit all evaluation documents and supporting documentation to the TQP by the first workday in April.

The TQP will review all evaluation materials for each Probationary Teacher and make a recommendation to the Superintendent regarding the teacher’s status for the next school year.

The recommendation of the TQP and the ultimate decision of the Board of Education shall not be subject to any grievance or complaint procedures contained in this Agreement.

When a Probationary Teacher is in the last year of probationary status possible by law or by Section 16120 and that teacher is non-relected for the next succeeding school year, the Board of Education shall notify the teacher of that decision by March 15.

When a Probationary Teacher is not in the last year of probationary status possible by law or by Section 16120 and that teacher is non-relected for the next succeeding school year, the Board of Education shall notify the teacher of that decision by May 15.

Outcomes

In Section 16360 and its subsections all references to Probationary Teachers refer exclusively to employees of that classification and NOT to Novice Teachers.

Novice Teachers and Probationary Teachers must earn permanent status or exit employment by the end of their third year in the district.

The TQP may make one of three (3) recommendations regarding a Probationary Teacher:

1. the granting of permanent status, if permitted by law
2. the granting of an additional year of probationary status, if permitted by law
3. non-relection

The District and the Association will jointly pursue amending the California Education Code as necessary to enable both the granting of permanent status after the first year of probationary status and the granting of a third year of probationary status.

Evaluation Cycles for Permanent Teachers

Permanent Teachers shall participate in an evaluation cycle every year.

At least once every three years Permanent Teachers shall participate in a Full Evaluation Cycle.

Permanent Teachers shall participate in a Full Evaluation Cycle during their second year of permanent status.
Following the second year of permanent status, a teacher shall participate in the Full Evaluation Cycle every third year unless otherwise stated in this Agreement.

In all other years Permanent Teachers shall participate in a Professional Growth Cycle.

During the 2014-2015 school year the TQP shall randomly assign all Permanent Teachers to evaluation cohorts. Cohort 2 shall participate in a Full Evaluation Cycle in 2015-2016. Cohort 3 shall participate in a Full Evaluation Cycle in 2016-2017. Cohort 1 shall participate in a Full Evaluation Cycle in 2017-2018. These assignments shall apply regardless of an employee’s last date of evaluation. Nothing in this section shall restrict the TQP’s ability to require an earlier Full Evaluation Cycle by approving a Notice of Concern.

Professional Growth Cycle

During the first semester, the administrator evaluator and the teacher shall meet and discuss the prompts provided on the Professional Development Plan Form in the Teacher Evaluation System Handbook.

During the second semester, the administrator evaluator and the teacher shall meet and discuss the prompts provided on the Professional Development Plan End of Cycle Review Form.

Copies of the forms associated with the Professional Development Cycle shall be kept in the teacher’s site and personnel files.

Notices of Concern

In a year in which a Permanent Teacher is scheduled for a Professional Growth Cycle, the administrator evaluator may request a Full Evaluation Cycle by filing a Notice of Concern with the TQP.

The Notice of Concern must detail the reasons for which the administrator has determined a Full Evaluation Cycle is warranted, including a list of the occasions on which perceived deficiencies were observed and how those issues were discussed with the teacher.

If the TQP approves the request, the administrator may begin a Full Evaluation Cycle.

If the TQP approves the Notice of Concern by the end of the first semester, the Full Evaluation Cycle shall take place during the current school year; but if the TQP approves the Notice of Concern during the second semester, the Full Evaluation Cycle shall take place during the following school year.

Full Evaluation Cycle

An administrator will evaluate the Permanent Teacher using the forms and rubrics found in the Teacher Evaluation System Handbook. The evaluation shall produce an overall rating of “Meets Standard” or “Does Not Meet Standard.”

The evidence used in the evaluation must be from multiple classroom observations, at least two of which must be full-lesson observations. (For the purposes of this article, a full-lesson observation is defined in Section 16336.) The administrator evaluator should provide informal communication following each classroom observation.

The initial evidence collection must conclude and the administrator must present the completed, written evaluation to the teacher by the last workday in January. This written evaluation is hereafter referred to as the Winter Evaluation.
When a Permanent Teacher receives an overall “Does Not Meet Standard” on the Winter Evaluation, the teacher and the evaluating administrator shall jointly develop a support plan within 10 instructional days of the presentation of the Winter Evaluation.

The completed support plan shall be in place for at least 20 instructional days before another full-lesson observation is conducted.

Following an overall rating of “Does Not Meet Standard” on the Winter Evaluation, the Permanent Teacher may request that the TQP assign an appropriate CT. Upon receipt of the request, the TQP shall assign a CT. The TQP shall make every attempt to assign a CT with appropriate curricular and/or grade level expertise.

The administrator and the CT, if a CT is requested, shall each collect evidence after the support plan is in place, including evidence from at least one jointly conducted full-lesson observation. The administrator and the CT, if a CT is requested, shall each use this evidence to produce their own updated, written evaluation.

The administrator and the CT, if a CT is requested, shall present their written evaluations to the teacher by a date determined each year by the TQP but in time to satisfy the provisions of Section 16610. These written evaluations are hereafter referred to as the Spring Evaluation.

Outcomes

When a Permanent Teacher receives an overall rating of “Meets Standard” on the Winter Evaluation, the Full Evaluation Cycle is concluded.

When a Permanent Teacher receives an overall rating of “Meets Standard” from all evaluators on the Spring Evaluation, the Full Evaluation Cycle is concluded.

After a Full Evaluation Cycle is concluded, an administrator may request that a Permanent Teacher participate in a Full Evaluation Cycle the following year by filing a Notice of Concern with the TQP under Section 16430.

When all evaluators rate a Permanent Teacher as “Does Not Meet Standard” on the Spring Evaluation, following execution of a support plan, the teacher shall be moved into TAP.

When the administrator and CT do not agree on the overall rating on the Spring Evaluation, all of the evaluation documents and supporting documentation shall be forwarded to the TQP. The TQP shall determine whether to move the teacher into TAP.

Evaluation Cycles for Model Teachers and Master Teacher Leaders

Model Teachers

A Model Teacher shall participate in the Professional Growth Cycle for Permanent Teachers during each year in the classification.

The Model Teacher’s administrator evaluator may, however, request a Full Evaluation Cycle by filing a Notice of Concern under the provision of Article 16430.

If the TQP approves the request and the resulting Full Evaluation Cycle results in a referral to TAP, the Model Teacher shall lose this classification at the conclusion of that school year and shall return to the Permanent Teacher classification.
Model Teachers shall participate in a Full Evaluation Cycle in the year they return to Permanent Teacher classification.

Master Teacher Leaders

MTLs shall participate in the Professional Growth Cycle for Permanent Teachers during each year in the classification.

The MTL’s administrator evaluator may request that a teacher be removed from the MTL classification by filing a Notice of Concern, as described in Article 16430.

The Notice of Concern shall set forth the reasons and rationale that, in the supervisor’s judgment, warrant the teacher’s removal from the MTL classification.

If the TQP determines the reasons and rationale set forth in the Notice of Concern are sufficient, the TQP may remove the teacher from the MTL classification and return the teacher to the Model Teacher classification for the remaining balance of the MTL term.

General Provisions

By the last workday in September of the school year in which the evaluation is to occur, the evaluator(s) shall hold an orientation with individuals or groups of employees to review the Evaluation System process, including timelines, forms, and the standards used in the process. In accordance with Education Code Section 44663(a), each employee’s evaluation cycle shall conclude no later than 30 calendar days before the last instructional day of the school year.

Class size, intellectual abilities of the learners, availability of support personnel, materials, the learning environment provided, and other pertinent factors will be considered by the evaluator in the final assessment of the employee’s performance.

When arriving at a final assessment of an employee’s performance, the evaluator(s) shall consider extenuating circumstances that may have impacted the employee’s performance.

Evaluator(s) shall base their assessment upon direct observation, on materials and evidence generated as part of a support plan or Teacher Assistance Program, and upon information that can be substantiated to be factual.

Detailed daily or weekly lesson plans may be required by the evaluator(s) as part of a support plan when it has been demonstrated through the Evaluation System that improvement in this area is needed and that a lesson plan can assist in fulfilling this need.

For reasonable cause, a teacher may appeal to the TQP for an alternate evaluator. The TQP may grant such requests, at its discretion.

Subject to Article 34000 (Academic Freedom), the personal life of an employee shall not become a part of the performance evaluation.

Teacher Evaluation System Handbook

Each year the Teacher Evaluation System Handbook (hereafter referred to as the Handbook) shall be made available electronically to all bargaining unit members and administrative evaluators.

The TQP shall be responsible for the content of the Handbook and for approving any amendments to the Handbook.
Before amending the Handbook, the TQP shall survey evaluators and evaluated teachers, seeking recommendations for amendments.

Draft Handbook amendments shall be publicized by May 1 of each year.

The TQP shall receive written comments on any proposed amendments to the Handbook for at least 30 calendar days.

The TQP shall hold at least one public meeting to discuss any proposed amendments to the Handbook.

Other Provisions

Funding

The parties agree that expenditures for the Evaluation System shall not exceed the revenues that the parties have agreed shall be dedicated to establish and maintain the System.

If revenues are insufficient to maintain the Evaluation System, the parties shall meet and negotiate the extent to which the System should be terminated or modified to bring expenditures into line with revenue.

District Reservation of Rights

Nothing herein shall preclude the Board of Education from examining information which it is entitled by law to review in connection with the evaluation of and/or decision to retain in employment certificated employees.

Nothing herein shall modify or in any manner affect the rights of the Board/District under provisions of the Education Code relating to the employment, classification, retention, or non-retention of certificated employees.

Nothing herein shall modify or affect the District’s right to issue notices (of unsatisfactory performance and/or unprofessional conduct) pursuant to Education Code section 44938.

Employee Protections and Rights

Non-Management. Functions performed pursuant to this Article by bargaining unit members, including but not limited to serving as a Model Teacher, Master Teacher Leader, Consulting Teacher or Teacher Quality Panel member, shall not constitute either management or supervisory functions as defined in the EERA (i.e., Government Code section 3540.1, subdivisions (g) and (m)). Teachers serving in the aforementioned capacities retain all rights of bargaining unit members.

Hold Harmless. The District shall hold harmless bargaining unit members serving in the capacities listed in Article 16831 above from any liability arising out of their participation in the Evaluation System as provided by law.

Right of Representation. When a bargaining unit member is called to a meeting of the TQP, the unit member shall have the right to be represented by the SJTA President’s designee.

Grievability. A teacher shall not have access to the grievance process to challenge the actions, contents of reports, evaluations or decisions of the bargaining unit members serving in the capacities listed in Article 16831 above.
Progressive Discipline. Bargaining unit members serving in the capacities listed in Article 16831 above are subject to Article 18000 (Professional Accountability) regarding disciplinary (as opposed to evaluative) matters, provided, however, that the “third offense” step (Section 18230) shall be removal from the classification described in Article 16831.

Confidentiality

All proceedings and materials related to the administration of this article shall be strictly confidential subject to Article 16842 below.

Bargaining unit members serving in the capacities listed in Article 16831 above may disclose such information as necessary to administer this article and to comply with law, including participation in proceedings related to dismissal as set forth in the California Education Code.

Violations of confidentiality shall be addressed through legal recourse other than the contractual grievance process.

ARTICLE 17000
TEACHER RESPONSIBILITY FOR SUPERVISION OF NON-TEACHERS

Instructional Associates

The work of instructional associates in the instructional environment shall be under the direct supervision of the classroom teacher.

The instructional associates should be included in the planning and organizing of the instructional environment. However, the implementation and decision making shall be the direct responsibility of the teacher.

The duties performed by an associate, under the direct supervision of the teacher, shall be approved by the teacher and shall be in conformance with the school site guidelines for associate responsibilities.

The teacher shall periodically discuss with the building principal the performance of the associate under her/his supervision. When an ineffective working relationship can be demonstrated to exist between a teacher and an associate, the teacher can initiate a request to the appropriate administrator that the associate be evaluated and if necessary reassigned.

Each teacher, shall, when possible, be involved in the interviewing and training of her/his associate.

No classroom associate shall participate in the formal evaluation of an employee.

Student Teachers

Teachers participating as master teachers in an accredited student teaching program will receive payment for this service in addition to the regular salary. Payments will be made from funds received by the District from the State for this purpose. These funds will be distributed at the rate upon which they are allocated by the State.

Acceptance of student teachers and/or observers will be voluntary.
ARTICLE 18000
PROFESSIONAL ACCOUNTABILITY

18100 This Article does not apply to any release, suspension, or dismissal initiated by the District under the Education Code and does not reduce the Education Code rights of employees. Further, Article 16000, Certificated Employee Assessment, and not this Article, shall be used to assist employees in improving their teaching/educational skills. Further, this Article shall not be used for instances of Association sanctioned concerted activities, which may be processed exclusively under the Educational Employment Relations Act (Rodda) Unfair Labor Practice Procedure.

As provided by the Weingarten decision of the U.S. Supreme Court, no employee shall be required to meet with any Administrator without an Association representative also being present, if such meeting is determined by the employee to be disciplinary in nature or could reasonably be expected to lead to disciplinary measures. The administrator should inform the employee of her/his right to representation if the administrator believes that the meeting could lead to disciplinary action; however, failure to provide such information will not invalidate the meeting or any legal actions taken at the meeting.

18200 In handling professional accountability, just cause shall be utilized. Discipline shall be commensurate with the offense. The following progressive steps shall be used:

18210 First offense – A verbal discussion and/or clear warning. An informal record of such a discussion and/or warning should be made in the event that a subsequent written reprimand is issued.

18220 Second offense - A written reprimand. Such reprimand shall be placed in the employee’s file. Documents placed in the file are subject to the provisions of Article 16220 of this Agreement.

18230 Third offense - A suspension without pay for up to fifteen (15) work days. The length of the suspension shall be commensurate with the offense.

18240 The above progressive steps may be waived only when the incident giving rise to the discipline is of such a nature that it constitutes an immediate threat to the health or safety of the employees, students, or District.

18241 An employee may be placed on paid administrative leave pending further investigation.

18300 The employee shall be given written notification of the intended suspension. The notice shall contain a statement of the act(s) upon which the suspension is based and the number of days for the suspension. The Association shall concurrently be sent such notification. This information shall be kept confidential by the parties.

18400 Within two (2) work days of receipt of the notice of intended suspension, the employee shall meet the Director of Human Resources or her/his designee. The employee shall have an opportunity to respond to the notice. The employee may be represented at the meeting by a representative of the Association.

18500 Within two (2) work days of the meeting, the Director of Human Resources or her/his designee shall notify the employee and Association of her/his decision regarding the suspension. The employee shall be notified of her/his right to appeal the decision to arbitration, and he/she may submit the decision to the Association at Step 4 of the Grievance Procedure. An Association request for arbitration shall be submitted within twenty (20) work days of receipt of the suspension.

18600 In cases where the incident constitutes an immediate threat to the health or safety of the employees, students, or the District, the District may suspend the employee prior to the appeal to arbitration.

18700 Suspensions without pay for up to fifteen (15) work days shall not reduce or deprive an employee of fringe benefits during suspension.
The District will, within the extent of the control it is able to exert over a given situation, make every reasonable effort to avoid removing unit members from classes to investigate an incident or to implement disciplinary action against an employee. In cases where such removal is necessary, the District will make every reasonable effort to do so in a manner which is least disruptive to the class and does not damage unnecessarily the professional standing of the employee. Employees shall cooperate with all reasonable attempts to resolve or remedy a potentially dangerous situation.

Complaints

Except as otherwise provided in this Article, any complaint about an employee, which could result in an adverse personnel action by the administrator, shall be reported to the employee by the administrator within six (6) work days of the time said administrator is aware of the complaint. When the complaint includes allegations of sexual harassment, the accused will be informed of the complaint within fifteen (15) workings days by the administrator. When the complaint includes allegations of child abuse, it shall not be disclosed to the accused, as required by the confidentiality provisions of the Child Abuse Reporting Act. (See Penal Code Sections 11167 and 11167.5)

Those matters which are resolved without further action by the administrator need not be reported to the employee.

Complaints which are not reported to the employee at the time the complaint was made may not be used to evaluate the employee adversely and shall be deleted after four (4) years from the site file.

If the accused employee or the appropriate administrator believe that the allegations in the complaint are sufficiently serious to warrant a meeting, the employee or the administrator shall attempt to schedule a meeting with the complainant, the employee, and the administrator. Until such time as the complainant agrees, if requested, to participate in a meeting, the complaint may not be placed in an employee’s personnel file or used in the evaluation procedure. The provisions of Article 18920 shall not apply when the complaint includes allegations of child abuse as defined in the California Penal Code, or sexual harassment. Employees are entitled to representation if they believe the results of the meeting could result in disciplinary action under Article 18000.

If the complainant places the complaint in writing to an administrator other than to the immediate supervisor, the complaint shall be referred to the immediate supervisor and processed in accordance with Section 18910 and 18920 of this Article.

ARTICLE 19000
CONSULTATION ON PROFESSIONAL MATTERS

Consultation on Educational Matters

Educational matters shall only include:

The definition of educational objectives
The determination of the content of course and curriculum
The selection of textbooks to the extent such matters are within the discretion of the Board of Education.

Consultation procedures for changing or improving the above by teachers shall be as follows:
Ideas for changes or improvements shall originate with individual employees, school committees, and/or District committees.

Ideas shall be forwarded to the Associate Superintendent of Instruction who shall refer the idea to an existing and appropriate advisory committee or, if one does not exist, establish an Ad Hoc Instructional Committee to study the idea.

A majority of the members of any committee considering an idea under Section 19122 shall be employees nominated by the Association and approved by the Superintendent. In addition, the Association President of her/his designee shall be an ex officio, non-voting member of all such committees.

The meetings of any committee considering ideas under Section 19122 shall take place during release time or with compensation as set forth in Appendix G, Section 3 (basic hourly rate).

Any committee considering an idea under Section 19122 shall submit suggested changes to the Associate Superintendent of Instruction.

The District will afford representation on all pertinent textbook selection committees to teachers with appropriate credentials and experience, as nominated by the Association, including Bilingual, English as a Second Language, and/or Sheltered Instruction Employees.

The Association’s President or her/his designee may consult with the Deputy or Associate Superintendent(s) on appropriate educational matters contained in Section 19110.

The District shall notify the Association in writing ten (10) days in advance of any recommendation or action to be taken on educational matters.

Nothing in this Article shall prohibit the public, District staff, officials, and Board members from introducing ideas and suggestions for change and/or improvement of the educational program elements described in Section 19110.

Consultation on Site Decisions

Site leadership teams shall include members of the site faculty.

When feasible, site and program administrators shall consult with their staffs before making decisions regarding non-negotiable matters and subjects not otherwise covered in this Agreement that pertain to the school-wide educational environment. Examples of such matters are classes to be offered, testing/master schedules, school focus/goals (e.g., curriculum, WASC) and school policies.

Each school or worksite faculty (unit members) may elect a faculty advisory council, senate, or other representative body. The faculty may develop its own constitution, bylaws, and/or standing rules by which they will operate. Such a body should foster mutual communication and mutual effort aimed at enhancing the common good of the school.

Consultation on Workplace Technology

The District and Association shall appoint a Technology Committee of seven (7) members. Four (4) of the members of this committee shall be unit members appointed by the Association.

The role of the Technology Committee will be to review current and new technologies related to classroom activities and teacher workload. The committee will make recommendations to the parties and to the CAC.
19330 Meetings of the Technology Committee shall take place during release time or with compensation as set forth in Appendix G, Section 3 (basic hourly rate).

19400 Consultation on Hiring Site Principals

19410 When feasible, before hiring a site principal the Superintendent or his/her designee may, in his/her discretion, consult with the site faculty.

19500 Alleged procedural violations of the Article are subject to the grievance process (Article 6000). No decision of a representative body described in this Article may violate, modify, or establish terms and conditions contrary to, the terms of this agreement without the written consent of the Association.

19600 Nothing in the Article shall prohibit the public, District staff, officials, and Board members from introducing ideas and suggestions for change and/or improvement of the educational program elements described in Section 19100 above.

ARTICLE 20000
WORK YEAR, INSERVICE, AND STAFF DEVELOPMENT

20100 The work year for unit members shall be 186 days consisting of the following: one hundred eighty (180) instructional days, three (3) staff development days, two (2) classroom days, and one (1) inservice day.

20200 Staff Development Days

20210 Each staff development day shall be up to a full day of district- and/or site-directed activities.

20220 All staff development activities shall be designed to best meet the professional growth needs of the SJUSD workforce, with appropriate options and flexibility.

20230 The superintendent and/or his/her designee shall consult with the association president and/or his/her designee when planning district-wide staff development activities.

20240 The site and program administrators and/or their designees shall consult with their staffs when planning site- or program-level staff development activities.

20250 If the funding for these three (3) days (formerly SBCP days contained within what was originally the Professional Development Block Grant pursuant to AB 825 and now Tier III categorical funds) is reduced or eliminated, SJUSD and SJTA shall meet and confer to reach an agreed upon solution.

20300 Classroom Days

20310 Each of the classroom days shall be teacher directed-activities.

20400 Inservice Days

20410 The inservice day shall have a maximum of two (2) hours of district and/or site-directed activities. The balance of the day shall be for teacher-directed activities.

20500 Work Year Calendar

20510 For the term of this Agreement: one (1) classroom day shall be the day immediately preceding the first day of student instruction, the three (3) staff development days shall be the days immediately preceding this classroom day, one (1) classroom day shall occur immediately following the last day of
student instruction, and the one (1) inservice day shall be the day immediately preceding the first day of
student instruction in the second semester.

ARTICLE 21000
SCHOOL RESTRUCTURING, REFORM, AND PROGRAM IMPROVEMENT

21000 Response to State and Federal Program Improvement Mandates

21100 The District and the Association agree that, when necessary, school restructuring and reform is a
vital process designed to improve the educational opportunities and achievement of its students. To that
goal, the parties pledge their efforts to make the restructuring process successful. The Association will be
given timely notice when the District is contemplating the implementation of any aspect of school
restructuring and/or reform that may have any negotiable impact on terms and conditions of employment.
Both parties agree that timelines as required by the State or Federal government will be met.

21120 This process applies to the implementation of the initial corrective action plan during “Watch
Status” and years one (1) and two (2) of Program Improvement. When a school is facing the prospect of or
is in SAIT and/or PI status, representatives from the District, the Association, site staff, administration, and
parents and/or community members shall meet and confer to review all Program Improvement options
provided in law/regulations and revise the school plan accordingly.

21130 For years three (3) and beyond of Program Improvement, the corrective action plan shall be
reviewed and discussed through the following process: The District administration shall meet with a school
committee made up of classroom teachers, site union representatives, site administration, and parents
and/or community members to review the options and determine the restructuring plan for that site. The
committee shall also review any related laws and regulations and revise the school plan accordingly. If this
committee is unable to reach consensus, the matter will be referred to CAC. If CAC is unable to come to an
agreement, the final decision will rest with the Superintendent or her/his designee.

21140 The site leadership team, which may include association representatives, may participate in
District level meetings with outside consultants when those meetings directly relate to that site. A
classroom teacher from the site shall also participate in such meetings if one is not already part of the
leadership team.

21150 Any written agreements reached by the District and the Association shall comply with the
provisions of this Agreement, including any waivers that may be implemented according to the terms of
this Agreement.

21200 School Restructuring and Reform

21210 When a school is facing the prospect of restructuring due to Federal or State mandated reforms
(other than those described in Section 21100 and its subsections) or the implementation of a new school-
wide program (as described in Section 21220 and its subsections), the District administration shall meet
with a school committee made up of classroom teachers, site union representatives, site administration, and
parents and/or community members to review the options and determine the restructuring plan for that site.
The committee shall also review any related laws and regulations and revise the school plan accordingly. If
this committee is unable to reach consensus, the matter will be referred to CAC. If CAC is unable to come
to an agreement, the final decision will rest with the Superintendent or her/his designee.

21220 This process applies, as appropriate, to the implementation of school restructuring, examples of
which include, but are not limited to:
ESEA mandated reforms
Charter school applications
Implementation of a Two-Way Bilingual Immersion program
Implementation of a block-scheduling program

Any written agreements reached by the District and the Association shall comply with the provisions of this Agreement, including any waivers that may be implemented according to the terms of this Agreement.

Only alleged violations of the procedures set forth in this Article, as opposed to the substance of any school restructuring/reform actions, are subject to Article 6000 (Grievance and Complaint Procedure). The arbitrator shall have no jurisdiction to exceed the law, as interpreted. Any award that is not in conformance with the law will be in excess of the arbitrator’s authority.

ARTICLE 22000
HOME / HOSPITAL TEACHERS

Home/hospital teachers shall be paid in accordance with Appendix G of this Agreement. Hourly pay shall be approved for: district orientation, inservice training, processing of students, general paper work, contact time with students, and necessary visits to the student’s home school. The Administrator of Student Services will attempt to include home teachers in the planning of inservice sessions.

Each employee shall receive one (1) hour pay for starting a student and one (1) hour pay for releasing a student.

Each employee shall receive two (2) hours pay per month for up to and including four students at the same time and an additional hour for each additional four students or fraction thereof. One-half (1/2) of these hours shall be for general paper work relating to assigned students. One-half (1/2) of these hours shall be to coordinate lesson plans with the classroom teacher(s).

The mileage rate in Section 22100 shall be paid in accordance with Appendix G of this Agreement for travel between students’ homes, travel required in connection with school visitation prior to beginning work with new students, and other business travel necessary to the satisfactory completion of assigned duties.

If an unsafe condition exists in the home of an assigned student, the home teacher shall report it to the appropriate administrator. Home teachers shall not be required to work under unsafe or hazardous conditions.

Information regarding the home teacher program shall be provided to each school. Such information shall detail what is expected of the local school in readying student materials.

Home teachers who, upon arrival at a student’s home, are prevented from performing their assigned service, shall be paid for the scheduled assignment, provided they report to Special Student Services the reasons for being unable to perform their assigned service.

In the event that a home teacher is offered full-time employment by the District, one year of experience shall be granted for every 1,050 hours accumulated hourly certificated employment as a home teacher.

Home teachers are allowed sick leave benefits according to the following formula:

\[
\text{Number of Hours Worked} \times \frac{10 + \text{Hours for Sick Leave}}{\text{Number of Work Days for Year}}
\]
ARTICLE 23000
BILINGUAL EDUCATION TEACHERS

23110  The Sections of this Article shall be grievable, but, in any arbitration concerning them, the Arbitrator shall have no jurisdiction to exceed the law, as interpreted. Any award which is not in conformance with the law will be in excess of the Arbitrator’s jurisdiction. The Association will not pursue any remedy for an alleged violation of any of these Sections, other than the grievance procedure.

23120  Combination bilingual classes shall occur only when no other alternative is feasible.

23130  Fully credentialed teachers with a BCLAD or equivalent in a TWBI or ALA bilingual elementary classroom whose assignment requires teaching in two languages shall be granted up to $400.00 per year for approved purposes of supplementing instructional programs. Fully credentialed secondary teachers with a BCLAD or equivalent in a newly established TWBI or ALA bilingual classroom shall be granted up to $400.00 on a one-time basis for approved purposes of supplementing instructional programs.

23200  Bilingual teachers shall have the opportunity, individually or as a group, to recommend priorities in the site’s categorical EL budget to the appropriate school group (or individual) authorized to make decisions on such matters.

23210  The District and the Association agree to examine the possible restructuring and reallocation of existing resources so that said funds may be used in different ways that could affect employee working conditions and/or resources available for student support.

23220  An employee in a newly established bilingual classroom shall be provided with an additional $500 for one-time startup costs to purchase primary language instructional support materials for each said classroom.

23300  No advancement or transfer shall be denied an employee filling a position requiring a bilingual credential unless such an action causes the District to be out of legal compliance or causes the District to incur additional costs.

23400  The District shall provide stipends to employees to develop curriculum to serve the instructional needs of EL students.

23500  The District will continue to provide training to teachers with BCLAD or equivalent who are assigned to a bilingual classroom program. District activities shall include staff development, conference attendance, and release time for planning.

23510  The District shall make mentor teacher-type support available to bilingual classroom teachers of EL students.

23520  The District may establish a centralized secondary newcomer program after consultation with the Association.

23600  Bilingual teachers will be offered professional development to support bilingual instruction.

23700  As part of the hiring process and prior to being placed in a bilingual classroom assignment teachers who are not fully bilingual credentialed must demonstrate language proficiency in the target language by providing the District evidence of having passed a university language proficiency exam or passing score on the state language test
required for BCLAD certification. In the absence of either, the bilingual candidate must be assessed by the District to verify the candidate has the necessary language skills for placement in a bilingual classroom.

For placement in a TWBI classroom, the teacher must also demonstrate proficiency through a district written and oral screening process as defined in the Bilingual Teacher Hiring Procedures.

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ARTICLE 24000
EARLY CHILDHOOD EDUCATION TEACHERS

24100 Persons employed in the Early Childhood Education (ECE) Program, including the SJUSD Infant and Toddler Program (formerly known as the Broadway Young Mothers Program), requiring a Child Development Permit or Elementary Teaching Credential shall be covered by this Article.

24200 Compensation and Workday

24210 ECE teachers shall be paid in accordance with the ECE Teacher Salary Schedule in Appendix C.

24220 The parties will meet to update and/or revise the ECE Teacher Salary Schedule when a state or federal mandate requires it.

24230 The workday for a 1.0 FTE SJUSD Infant and Toddler Program teacher shall be the same as the workday at the school site that houses the program.

24240 The workday for all other ECE teachers shall be calculated by hours.

24241 A single session teacher shall have a four-hour workday. Single session teachers shall be paid as a 0.5 FTE on the Appendix C salary schedule.

24242 A double session teacher shall have an eight-hour workday. Double session teachers shall be paid as a 1.0 FTE on the Appendix C salary schedule.

24250 The District may offer a teacher a double session (1.0 FTE) under the following conditions:

24251 Employee assignment to a double session will not exceed two (2) consecutive years unless no other teacher wants the position or is qualified.

24252 Double session teachers shall teach two (2) consecutive three-hour (3) sessions.

24253 Double session teachers shall work eight (8) hours per day, with no activities infringing on the employee’s thirty (30) minute, duty free lunch, including the thirty minutes prior to the ECE teacher’s first class as provided in Section 9140.

24260 The Infant Care Center Teacher Salary Schedules (included as Appendix F, F-1, and F-2 in the 2009-2012 Agreement) have been eliminated. The three (3) employees who were receiving compensation based upon these schedules on or before June 30, 2013 shall henceforth receive compensation as follows:

- For 1 to 4 years of district service: $41,618
- For 5 to 9 years of district service: $42,977
- For 10 or more years of district service: $44,917

24261 These amounts shall be adjusted annually by the same percentage that is applied to the ECE Teacher Salary Schedule in Appendix C of this Agreement.
An employee who separates or retires, regardless of future employment status, is no longer eligible to receive compensation under Article 24260.

Additional Provisions

Employees with previous ECE teaching experience are eligible for the maximum step in the lane for which they are qualified.

A service increment shall be deemed to mean an increase in pay an employee receives as a result of length of service with the San Jose Unified School District ECE Program. Service increments for personnel employed by the month shall be automatically effective September 1 of each year. Eligibility for the service increment is dependent upon having worked for seventy-five percent (75%) of the days school was in session during the preceding fiscal year.

Units offered to meet requirements for training classes offered in various ECE programs must be completed in an accredited institution granting the AA degree or the BA degree. ECE Units to meet the training requirements may also be earned by taking a summer workshop offered by the Board of Education.

September 1 is the last day for filing transcripts for personnel who receive salaries in ten (10) payments.

Official transcripts, or an instructor’s signature, covering the number of semester units being completed to fulfill requirements for a change in salary classification must be completed and on file in the Human Resources Office not later than September 1. If an instructor’s signature is offered in lieu of a transcript, a transcript must follow by October 1 of that year.

Included as responsibilities during the work day will be three (3) hours of student contact time for the single session and six (6) hours of student contact time for the double session. The remaining time (one hour for single session employees and two hours for double session employees) shall be utilized for the following tasks:

- Perform required paper work
- Plan and conduct up to four (4) formal or informal parent education meetings per year.
- Conduct District-, State-, or other funding source-mandated assessments.
- Conduct meetings with individual parents as needed.
- Conduct two (2) parent-teacher conferences per year at the site outside of student contact time.

All leave provisions agreed to elsewhere in this contract shall apply to employees in the ECE Program.

ECE Employees are entitled to the same group insurance benefits as provided in Article 37000 of this agreement. Beginning in 2007-08 school year, ECE teachers with .5 FTE will receive .5 benefits while ECE teachers with 1.0 FTE will receive full benefits as provided in Article 37000 of this agreement.

The ECE instructional calendar shall be the same as the instructional calendar adopted by the Board of Education for regular certificated personnel.

The work year for ECE employees shall be the same as the work year for regular certificated personnel and is detailed in Article 20000.

Employee assignment is left to the discretion of the program manager based on program needs and teacher qualifications. Employees shall be assigned to a morning or afternoon session according to preference whenever possible. In the event two employees have the same preference, the one who did not have the desired assignment the previous year shall receive the assignment.
The District will abide by funding and licensing child/adult ratios.

Transfer Rights

ECE employees holding a regular elementary teaching credential are eligible to participate in Section 15200 of Article 15000 (Transfers). The provisions of this Section are subject to the relevant provisions of the Education Code.

When a ECE employee transfers into the regular program, her/his seniority date shall be established as the first date of paid rendered service as an employee in the ECE program.

In the event the program closes (is abolished), employees with K-12 credentials shall be transferred into the K-12 program.

Current employees shall have preference over new hires for any vacancy for which they interview, provided they have no more than one (1) ineffective check on their most recent final assessment form.

Should a principal determine that a current employee who applies for a job is unqualified, and should the employee so desire to make the move, the principal may appeal the implementation of Section 24740 to the Contract Advisory Committee. The Contract Advisory Committee will hold a meeting in order to hear the principal substantiate her/his determination. The applicant may also be present at this meeting to present relevant information. The Contract Advisory Committee will then determine whether or not the transfer will occur.

The ECE employee shall direct instructional associates (aides) to perform duties which are consistent with the requirements/goals/objectives of the ECE program.

The ECE employee shall, when possible, be involved in the interviewing and training of her or his instructional associate.

The ECE employee shall determine the duties to be performed by the instructional associate under the supervision of the administrator responsible for evaluating the associate.

ECE orientation may occur on or before the first day of student attendance. The teacher must provide an orientation period of one (1) hour if required by the ECE program. The orientation may be staggered, small group sessions, or as a single large group as determined by the teacher.

ARTICLE 25000
EMPLOYEE RECORDS

Personnel Files

Material in personnel files of unit employees, at both the school site and District Office, which may serve as a basis for decisions affecting the status of their employment, is to be made available for the inspection of the employees and/or their designated representative.

Items excluded from examination of the personnel file by Education Code 44031 are:

- Items obtained prior to the employment of the person involved.
- Items prepared by identifiable examination and/or interview committee members.
- Items obtained in connection with a promotional and/or interview examination.
Information of a derogatory nature, including, but not limited to, complaints, written warnings and letters of reprimand, except material mentioned above, shall not be placed in the employee’s official personnel file at the District Office by any person unless, and until, the employee is given prior written notice and an opportunity to review the information and respond to the appropriate administrator.

This notice shall be provided in person, whenever possible, to the employee within ten (10) work days after the receipt by the administrator of any derogatory material. The employee will have ten (10) work days to respond in writing to the administrator. The employee’s response shall be carefully considered before the derogatory material is placed in the employee’s personnel file at the District Office.

Every employee or, upon written authorization by the employee, her/his designee shall be permitted to examine and/or obtain copies of materials in the employee’s personnel file.

An employee shall have the right to place in her/his personnel file, and have attached to any such derogatory statement, her/his comments thereon.

The contents of all personnel files shall be kept in the strictest confidence.

The removal of any material from an employee’s personnel file shall be consistent with Title 5, California Code of Regulations, Sections 16020-16030.

A log indicating who has examined an employee’s personnel file shall be contained therein.

ARTICLE 26000
TEACHER ASSISTANCE PROGRAM (TAP)

The Teacher Assistance Program (TAP) was first created by the 2013-2016 Collective Bargaining Agreement and replaces the Peer Assistance and Review Program (PAR) that had operated under previous agreements.

Roles within TAP

The Teacher Quality Panel (TQP) is defined in Section 16230 and its subsections.

The TAP Panel shall be made up of the six members of the TQP and four additional members, two teachers appointed by the SJTA President and two administrators appointed by the Superintendent.

The additional members of the TAP Panel shall each serve two-year terms.

TAP Panel decisions shall require the approval of three teacher members and three administrator members.

TAP Panel members who are not also members of the TQP shall be compensated with an annual stipend equal the high school extracurricular stipend listed in Appendix F, Section 2. TAP Panel members who are also members of the TQP shall receive no additional compensation for service on the TAP Panel.

The work of the TAP Panel shall be coordinated by the co-chairs of the TQP.

Consulting Teachers (CTs) are defined in Section 16220 and its subsections.
A TAP Participant is a teacher who has been moved into TAP under the terms of Section 16454 or 16455.

A TAP Mentor is an exemplary teacher who has been selected by the TAP Panel to provide assistance and support to a TAP Participant.

Anyone who has participated in a TAP Participant’s evaluation process shall not serve as that participant’s TAP Mentor.

A TAP Mentor whose regular job description does not include coaching teachers in TAP shall receive compensation for service as a TAP Mentor. The amount of any compensation shall be determined by the TQP before the mentorship begins but shall be consistent with the certificated hourly rate in Appendix G, Section 2.

Oversight and Operations

The TQP shall oversee a TAP Participant’s transition into TAP and the evaluation and mentorship of TAP Participants.

The TQP shall develop procedures and forms for TAP, consistent with this Agreement. The TQP shall initially approve and publish these materials no later than September 1, 2014. After that date, these materials shall be approved and included as part of the Teacher Evaluation System Handbook under the provisions of Section 16700 and its subsections.

The co-chairs of the TQP shall select, train, and coordinate the work of TAP Mentors.

The TQP shall have access to a budget, from which it shall execute all provisions of this Article.

The TQP shall submit at least annually a report to the Superintendent and the SJTA President detailing the status of the program and making recommendations for improvements to TAP.

The TAP Panel shall meet at least four times per year to formally review all TAP cases. At each of these TAP Review Meetings, the TAP Panel shall make one of three determinations for each case:

Release from TAP
Continue in TAP
Recommend for termination

Before the TAP Panel conducts a formal review of any TAP case, the TAP Participant’s administrator evaluator, CT, and TAP Mentor shall each provide a written report to the TAP Panel.

As a rule, teachers shall participate in TAP for not less than 90 instructional days and not more than 180 instructional days. The TAP Panel may extend this period to not more than 270 total instructional days in compelling circumstances provided, however, that the teacher’s evaluator(s) recommend and give reasons for additional time in TAP as a condition of the TAP Panel considering an extension.

Evaluation of TAP Participants

The evaluation of a TAP Participant is the shared responsibility of the teacher’s supervising administrator and a CT evaluator.

Each TAP Participant shall be evaluated between TAP Review Meetings.
The administrator and the CT shall each collect evidence between TAP Review Meetings, including evidence from at least one joint 45-minute observation. The administrator and the CT shall each use this evidence to produce their own written evaluation. This evaluation shall be included in the report to the TAP Panel.

No new or additional improvement plans shall result from evaluations of a TAP Participant. The most recent support plan developed during the participant’s most recent Full Evaluation Cycle shall remain in place until the participant leaves TAP.

Mentorship for TAP Participants

The TQP shall assign a TAP Mentor to each TAP Participant. The TAP Mentor should have expertise relevant to elements of the TAP Participant’s support plan.

The TAP Mentor shall provide ongoing support to the TAP Participant, in a frequency and format determined by the TQP.

The TAP Mentor shall provide a written report to the TAP Panel before each TAP Review Meeting. The report shall include a meeting log, a description of the support activities recommended and undertaken, and an assessment of the TAP Participant’s level of participation in the support activities.

Rights of a TAP Participant

When a TAP Participant is called to a meeting of the TAP Panel, the participant shall have the right to be represented by the SJTA President’s designee.

A TAP Participant shall be given reasonable opportunity to provide a written reply to any written report about his or her case before the report is reviewed by the TAP Panel.

Whenever the TAP Panel receives an oral report from a TAP Participant’s administrator evaluator, CT, or TAP Mentor, the participant shall have the right to be present and represented by the SJTA President’s designee. The participant shall have the right to respond to the oral report.

The TAP Participant shall not have the right to be present for the deliberations of the TAP Panel.

Other Provisions

District Reservation of Rights

Governing Board of Review of Recommendations: Nothing herein shall preclude the Board from examining information which it is entitled by law to review in connection with the evaluation of and/or decision to retain in employment certified employees.

Retention of Education Code Rights: Nothing herein shall modify or in any manner affect the rights of the Governing Board/District under provisions of the Education Code relating to the employment, classification, retention or non-retention of certificated employees.

Nothing herein shall modify or affect the District’s right to issue notices (of unsatisfactory performance and/or unprofessional conduct) pursuant to Education Code section 44938.

Participation in TAP is Nonmanagement. Functions performed pursuant to this article by bargaining unit members shall not constitute either management or supervisory functions as defined in the EERA (i.e., Government Code section 3540.1, subdivisions (g) and (m)). TAP Mentors, Consulting Teachers, and TAP Panel members retain all rights of bargaining unit members.
26730 Immunity From Liability. The District shall hold harmless the members of the TAP Panel, the Consulting Teachers, and the TAP Mentors from any liability arising out of their participation in this program as provided in Government Code section 810 et seq.

26740 Confidentiality. All proceedings and materials related to the administration of this article shall be strictly confidential. Therefore, TAP Panel members, Consulting Teachers, and TAP Mentors may disclose such information only as necessary to administer this article and comply with law. Violations of confidentiality shall be addressed through legal recourse other than the contractual grievance process.

26750 Grievability. A teacher shall not have access to the grievance process to challenge the contents of reports, evaluations or decisions of the TAP Panel, but may file official responses, as provided herein, which shall become part of the official record of the intervention provided under this program. Although violations of confidentiality are not grievable, they may be addressed through other legal recourse.

26760 TAP Observers. The Superintendent (or designee) and the SJTA President (or designee) shall be permitted to attend and observe all TAP Panel meetings, including deliberations.

________________________________________________________________________

ARTICLE 27000
SPECIALIZED PERSONNEL

27100 “Specialized Personnel” shall include all positions not otherwise specified in this Agreement. These positions include, but are not limited to, instructional coaches, resource teachers, activity directors, and program coordinators.

27110 Specialized Personnel whose assignments involve working with students at school sites shall work with students at least fifty-one percent (51%) of their work week.

27120 Specialized Personnel whose assignments involve providing instructional coaching shall work side by side with teachers to support instruction (e.g., modeling lessons, analyzing data, using data to support teaching practices).

27200 The standard professional work day for Specialized Personnel is defined in Article 9000.

27210 Specialized Personnel may adjust their reporting times within a specific work week, with the approval of the immediate supervisor, to accommodate responsibilities that must be performed outside of the standard work day, such as evening meetings.

27220 Specialized Personnel whose primary work assignment involves training other teachers will arrange for a flexible schedule to provide training and will not treat those hours as extra compensation under Appendix G. This shall be done with the approval of their immediate supervisor.

27300 The standard professional work year for Specialized Personnel is defined in Article 20000.

27310 Payment for days worked in addition to those defined in Article 20000 above shall be according to Appendix G, Section 1 (hourly per diem).

27320 To accommodate responsibilities that must be performed outside of the work year defined in Article 20000, Specialized Personnel will submit a work calendar prior to the beginning of the new work year. The work calendar is subject to the approval of the immediate supervisor. The employee may exchange regular school year workdays for days outside of the regular school year.

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Specialized Personnel may participate in extra duty as set forth in Appendix G, but Specialized Personnel whose primary work assignments involve training other adults will not receive extra compensation for those tasks under Appendix G. Prior approval of the appropriate Assistant Superintendent is required if Specialized Personnel are to receive extra compensation for providing training to adults.

ARTICLE 28000
SCHOOL NURSES

28100 The work year for nurses is defined in Article 20000. Any extensions of the work year shall be compensated for on a per diem basis. Such payments shall not be considered bargaining unit expenses under Appendix A.

28110 Nurses may adjust their reporting times within a specific work week, with the approval of the immediate supervisor, to accommodate responsibilities that must be performed outside of the professional work day.

28200 The professional workday for nurses is defined in Article 9000. Travel time between sites during the workday will be counted as part of the workday.

28210 Nurses shall have a thirty (30) minute duty free lunch.

28220 Nurses shall not be responsible for students enrolled in after school programs. These programs shall have a plan in place for taking care of sick or injured children.

28230 To accommodate responsibilities that must be performed outside of the work year defined in Article 20000, nurses will submit a work calendar prior to the beginning of the new work year. The work calendar is subject to the approval by the immediate supervisor. The employee may exchange regular work year days for days outside of the regular work year.

28300 School programs having a health component shall endeavor to have the school nurse involved in the planning of the program.

28400 Assignments

28410 Nurses will be assigned on the basis of experience and educational background. Wherever possible, assignments shall be equitable in terms of duties, sites, and/or students serviced. Special Education preschool students and regular education preschool students will be counted into the nurse’s case loads.

28420 Notice of assignment for the following year shall be given to all nurses by the end of the current school year whenever possible. If changes are necessary at a later time, the affected persons shall be notified as soon as possible.

28430 Structured orientation will be provided for newly employed nurses or nurses changing school levels during the assigned school day. Such orientation shall include a thirty (30) minute duty free lunch.

28440 The provisions contained in the Evaluation Document relative to nurse evaluations shall be followed.

28450 Nurses will have access to a permanent work space at assigned sites. Space will contain internet and telephone access. Alternate space shall be made available on an as needed basis for confidential calls.
and meetings. There will be a locked filing space for maintaining confidential health records and information.

28451 Nurses shall have input into the design of their workspace when their school site is being remodeled.

28460 If a nurse must be away from her/his assignment for more than ten (10) consecutive school days, a substitute nurse will be called in to assume the caseload.

28470 Specialized Physical Health Care

28471 Except for qualified and trained nurses, bargaining unit members shall not be required to provide and conduct necessary specialized health care procedures (SPHC) as part of their regular and ongoing duties. Such duties include, but are not limited to, catheterizations, injections, ileostomies, colostomies, gastrostomies, tracheotomy suction, oxygen administration, gavage feeding and draining.

28472 The District shall provide rubber gloves, and facilities to wash with hot water and antiseptic soap to any bargaining unit member who may come in contact with or be expected to come in contact with bodily fluids.

28473 Nurses will be informed prior to the first day of class of the enrollment of a student with a known IEP and SPHC procedures.

28474 Nurses will be informed prior to the first day of class of the enrollment of a student with known serious health needs.

28500 Nurses participating at least fifty percent in a designated shared assignment shall receive credit on the salary schedule for each two (2) consecutive years in which they participate in such an assignment.

28510 Nurses who are working a partial FTE assignment shall receive experience credit on the salary schedule beginning the next school year after completion of the equivalent of a full school year of work.

28600 Each nurse shall, when possible, be involved in the interviewing, training, evaluating, and directing of her/his health associate when assigned such an associate.

28700 Nurses may elect a nurses’ advisory committee. The committee may develop its own constitution, bylaws, and/or standing rules by which it will operate, provided that meetings will be held outside of the student instructional day. Such a committee should foster mutual communication and mutual effort at enhancing the common good of the Health Services Department.

28710 Meetings of the committee with the Manager of Health Services shall be arranged at the request of either part at mutually agreeable times and places.

28720 Written recommendations with rationale by the committee will be reviewed by the Manager of Health Services. Responses to such recommendations will be communicated in writing with rationale to the committee.

28800 Upon request, and whenever possible, the principal will: (1) authorize necessary clerical assistance for nurses and (2) will provide access to a computer for their use.
ARTICLE 29000
MILEAGE REIMBURSEMENT

District employees who are required by an administrator to use their personal automobiles on District-related business will be eligible for mileage reimbursements, which will be made at the current IRS standard mileage rate for business travel.

ARTICLE 30000
TEMPORARY TEACHERS

30100 The District may assign temporary teachers to fill vacancies created by employees on leave of absence. Employment of temporary employees will conform with the provisions of the California Education Code.

30200 Temporary employees shall be entitled to all benefits provided by this Agreement.

30300 Temporary employees shall be evaluated in accordance with the assessment procedures in Article 16000, subject to whether the first date of service of the temporary employee allows for compliance with the timelines set forth in Article 16000.

30400 For purpose of the article only, “seniority” as a temporary employee shall be determined by District employment dates or records of continuous service as a temporary employee in the District.

30500 When temporary employees are converted to probationary status, it shall be based upon the criteria provided in this article.

   30510 The temporary employee must have received satisfactory assessments during the current year of temporary service.

   30520 The requirements of Education Code section 44918 shall apply. (See Appendix E.)

   30530 In determining whom to convert to probationary status, the District shall select the most senior appropriately credentialed employee who meets the staffing needs of the site and the District.

30600 The District agrees that it will employ no greater number of temporary employees than it has employees on leave of absence or in positions funded from categorical money.

   30610 The specific number of allowable temporary employees will be determined by the end of the third month of school. Numbers in excess of the allowable number will be lowered by converting to probationary status properly credentialed teachers who have received satisfactory evaluations during the most recent year of temporary service and who meet the staffing needs of the school and the District through consideration of the following criteria:

       30611 Areas of critical shortage such as Secondary Math and Science, Bilingual Education, Special Education, CLAD certification, Foreign Language.

       30612 Specialty program employees such as Montessori, Science Magnet, International Baccalaureate, Fine Arts.

30700 The general District procedures for releasing or reemploying temporary employees are attached as part of Appendix E for informational purposes only. Certain of these procedures are included in this Agreement, while
others are based on the Education Code. The District remains authorized to modify these procedures in a manner that does not conflict with law or provisions of this agreement which refer directly to temporary employees. Neither these procedures nor the provisions of Appendix E that are not stipulated in this Agreement or Educational Code are subject to the grievance procedure (Article 6000).

ARTICLE 31000
REDUCED WORKLOAD PROGRAM AND REDUCED TEACHING ASSIGNMENTS

31100 The School District established the regulations below in accordance with the 2002 amendment to the Education Code Sections 44922 and 22713 which will allow certificated employees to reduce their workload from full-time to part-time duties, thereby permitting part-time certificated employees to have retirement benefits based on full-time employment. Employees who start the program may continue until completing five (5) years of participation.

31200 Regulations

31210 The District and the employee will make the contribution required by full-time employees to the State Teachers Retirement System.

31220 The employee must have reached the age of fifty-five (55).

31230 The employee must have been employed full time in positions requiring certification for at least ten (10) years, of which the immediately preceding five (5) years were full-time, and have a minimum of ten (10) years of credited service.

31240 The option of part-time employment can be exercised at the request of the employee with the agreement of the employer and can be revoked only with the mutual consent of the employer and employee.

31250 The employee shall be paid a salary which is the pro rata share of the salary the employee would be earning had the employee not elected to exercise the option of part-time employment, but shall retain all other rights and benefits for which the employee makes the payments that would be required if the employee remained in full-time employment.

31251 The employee shall receive health and dental benefits as provided other full-time employees by the District and by law.

31260 The minimum part-time employment shall be the equivalent of one-half of the number of days of service required by the employee’s contract of employment during the employee’s final year of service in a full-time position. If partial-day employment is requested, compensation shall be based on a minimum of 525 teaching hours per year.

31270 This option is limited to pre-kindergarten through grade 12 to certificated employees who do not hold positions with salaries above that of a school principal.

31280 STRS regulations shall be followed.

31290 Sick leave shall vary directly to the proportion of full-time employment.

31300 Procedure

31310 Principals shall be requested to review the program with interested parties early in the school year.
Employees interested in participating in the program shall apply by letter to the Director of Human Resources prior to April 15 of the preceding year. At the request of the employee, such application will be followed by an interview with the Director of Human Resources or her/his designee to review the program in depth. An Association representative may accompany the employee if the employee so chooses.

Mutual acceptance of the program by the District and the employee shall be accomplished by June 15.

After an employee has accepted the assignment, he/she and/or the District may revoke the Agreement as long as such revocation is done within ten (10) days of acceptance.

If an employee wishes to terminate the Agreement after that period, return to full employment will be at the option of the District.

The subsequent sections shall apply to employees working less than a 1.0 FTE for any reason.

Supervisory Duties

Elementary employees may be required to perform up to a maximum of their FTE status times eighteen hundred (1800) minutes per year of the supervisory duties specified in Section 9131 (50 minutes per week, which equals 10 minutes per day, which equals 1800 minutes for a 180 day work year). These minutes should be averaged over the course of the employee’s work year.

Examples:
- 0.8 FTE = 1440 minutes per year (0.8 times 1800)
- 0.5 FTE = 900 minutes per year (0.5 times 1800)
- 0.2 FTE = 360 minutes per year (0.2 times 1800)

Secondary employees may be required to perform up to a maximum of their FTE status times eight (8) hours per year, rounded to the nearest half hour, of the supervisory duties specified in Sections 9132 and 9133.

Examples:
- 0.8 FTE = 6.5 hours per year (0.8 times 8 and rounded up to the nearest half hour)
- 0.5 FTE = 4 hours per year (0.5 times 8)
- 0.2 FTE = 1.5 hours per year (0.2 times 8 and rounded down to the nearest half hour)

Meeting Hours

All employees, regardless of FTE status, may be required to attend the total number of meeting hours as specified in Section 9150 and its subsections.

All employees, regardless of FTE status, shall attend State and /or Federally Mandated Meetings as specified in Section 9160 and its subsections.

Except as indicated in Section 31424, employees shall not be required to attend meetings on days that are not part of their work year.

All employees, regardless of FTE status, shall attend Back to School Night and Open House as part of the employees’ professional responsibilities. These hours are not to be counted as part of any of the required meeting hours as specified in Article 9000.

Inservice and Staff Development

Employees who are less than a 1.0 FTE because their work years are shorter than that specified in Article 20000 shall attend all of the inservice and staff development days that occur
during their work years, but they shall no be required to attend inservice and staff development
days that occur outside of their work years.

31432 Employees who are less than a 1.0 FTE because their work days are shorter than that
specified in Article 9000 shall attend the fraction of each inservice and staff development day
equal to the fraction of their FTE status. Administrators, with at least one (1) month of notice, may
require such employees to attend a larger fraction of an inservice or staff development day by
designating the additional time a required meeting under Section 9150.

ARTICLE 32000
RETIREMENT PROGRAM AND EMPLOYMENT AFTER RETIREMENT

32100 Eligibility – All five (5) of the following criteria must be satisfied. Bargaining unit members satisfying all
five (5) of the following criteria are hereinafter referred to as “recipients.”

32110 Bargaining unit members must officially submit their resignation to the District prior to February
1 of the current school year.

32120 Bargaining unit members must retire under a STRS or PERS program at the conclusion of the
current school year.

32130 Bargaining unit members must have, at the conclusion of the current school year, at least ten (10)
total years of service with the District at the time of resignation.

32140 Bargaining unit members must be enrolled in a District health plan at the time
of resignation.

32150 Bargaining unit members must be in paid status for the entirety of the current school year.

32200 One-Time, Lump-Sum Payment to Recipients

32210 Recipients will receive a one-time, lump-sum payment equal to one-third (1/3) of the difference
between their current regular base salary and the base salary in Column I, Row 24 on the Appendix B-2
Salary Schedule.

32220 If the employee is less than a 1.0 FTE, the lump-sum payment shall be prorated by the employee’s
FTE fraction.

32230 Recipients will elect to receive their one-time, lump-sum payment in one of two ways: (a) as a
direct payment or (b) as a deposit in a Health Reimbursement Account (HRA) or its equivalent.

32240 Recipients will receive their one-time, lump-sum payment no earlier than the first day of the
school year following their retirement and no later than thirty (30) days after the first day of the school year
following their retirement.

32300 Employment of Recipients After Retirement

32310 The district shall make available employment opportunities to recipients.

32320 Employment opportunities will consist of contract services deemed appropriate and necessary by
the District.
32330 Contract services will be governed by an individual contract between the recipient and the District and shall not entail assumption of a bargaining unit position. Examples of such contract services include, but are not limited to, substitute teaching, mentoring programs, and items covered by Appendix F.

32331 A bargaining unit position for purposes of this Article entails the assumption of work/duties normally performed by active unit members by a recipient.

32400 Compensation for Employment of Recipients After Retirement

32410 Recipients will be compensated at the standard rate for the contract service(s) provided.

32420 Recipients will elect to receive their contract compensation in one of two ways: (a) as a direct payment or (b) as a deposit in a Health Reimbursement Account (HRA) or its equivalent.

32430 Compensation earned by a recipient who assumes a bargaining unit position is ineligible to be received as a deposit in a Health Reimbursement Account (HRA) or its equivalent.

32440 A recipient who assumes a bargaining unit position shall be placed and advance on the appropriate salary schedule in the same manner applicable to other bargaining unit members.

32500 Limits on Compensation to Recipients

32510 No individual shall receive two payments under Article 32200.

32520 No recipient shall receive compensation that exceeds the regular base salary in Column I, Row 24 on the Appendix B-2 Salary Schedule during any single school year.

32530 A recipient that receives compensation that exceeds the limit specified in 32520 shall be required to immediately reimburse the district the full amount of the payment received per 32200.

32540 Reimbursements received by the district per 32530, shall be credited to the SJUSD and SJTA Contingency Salary Formula upon receipt.

32550 A recipient that is required to refund a payment under 32530 shall be rendered ineligible for subsequent payments per 32200.

32600 Term

32610 The parties will meet and confer within thirty (30) calendar days to revise 32200 and 32300, as well as all subsections of those sections, to reflect any significant changes to either/both the bargaining unit salary schedule or/and the contract services available.

ARTICLE 33000
SCHOOL COUNSELORS

33100 The professional workday for counselors is defined in Article 9000.

33110 The Department of Student Services, in consultation with the counselors, will develop a plan to delineate the counseling tasks to be accomplished by the counselors during the workday. No tasks shall be required of a counselor if the accomplishment of them would require the counselor to work beyond the time specified in Article 9000.
33120 Counselors, with the approval of the immediate supervisor, may adjust their reporting times within a specific week to accommodate responsibilities that must be performed outside of the professional work day, such as evening parent meetings.

33200 The work year for counselors is defined in Article 20000.

33210 Payment for days worked in addition to those defined in Article 20000 shall be according to Appendix G, Section 1 (hourly per diem). Such payments shall not be considered bargaining unit expenses under Appendix A.

33220 To accommodate responsibilities that must be performed during the summer, counselors, with the approval of the principal, may exchange regular work year days for days outside of the regular work year.

33300 Counselors shall have a designated workspace at each site to which they are assigned.

33310 The workspace shall contain appropriate furniture for the employee and the students under the employee’s supervision. It shall also include an individually equipped workstation sufficient to carry out the employee’s required tasks and lockable storage for the employee’s exclusive use.

33320 Counselors shall have access to a private meeting area at each site where their assigned duties would reasonably require the use of such a space.

33400 Co-curricular and non-counseling duties shall be assigned on a par with the regular teaching staff.

33500 In determining counselor assignments, the Superintendent will take into consideration level of service, expectations, and the needs of each school.

33510 No counselor shall be assigned to more than two (2) sites per day.

33520 Special project-funded counselors, whose duties are restricted to a project, shall not be counted in basic counselor allocation.

33600 No duties requiring a pupil personnel credential will be assigned to an employee who does not have such a credential.

33700 The Department of Student Services, in consultation with the counselors, will develop a plan to delineate the counseling tasks to be accomplished by the counselors during the assigned day. No tasks shall be required of a counselor if the accomplishment of them would require the counselor to work beyond the time specified in Article 33100.

ARTICLE 34000
ACADEMIC FREEDOM

34100 An educational aim of the District is to help students achieve an understanding of, and appreciation for, fundamental democratic values. To realize this objective, it is the responsibility of the employees to prepare pupils to understand these values and, equally important, to help students accept them as personal values. Free discussion of controversial issues is basic to the process involved in our way of living and governing. Students and teachers, therefore, shall be encouraged to consider judiciously issues of political, economic, or social significance for which universally accepted answers have not been determined. In so doing, positive instruction toward a belief in the ideals and processes of American democracy is the final outcome. The implementation of this aim shall be conditioned by the scope of the law, the maturity level of the students, and the relevancy of controversial issues to course content.
In performing teaching functions, employees shall have reasonable freedom to express their opinions on all matters relevant to the course content, in an objective and judicious manner. An employee however, shall not utilize her/his position to attempt to influence students with her/his own personal, political, and/or religious views. If views expressed are controversial issues, then sufficient information shall be made available on all sides of the issue so that alternatives can be discussed and evaluated on a reasonable basis.

An employee shall be entitled full rights of citizenship, and no religious, organizational, or political activities, or lack thereof, shall be the basis of dismissal action unless said rights adversely affect an employee’s job performance.

ARTICLE 35000
SPECIAL EDUCATION PERSONNEL
Special Education (Education Specialist Instruction) Credentials

Resource Specialist Program (RSP) employees

No individual RSP employee shall be assigned more than twenty-eight (28) students.

Each full-time RSP employee shall have the equivalent of a six-hour instructional associate (a 0.5 FTE shall have the equivalent of a three-hour instructional associate). Whenever possible, a single associate will be assigned to fulfill the requirement.

The RSP employee shall, when possible, participate on the instructional associate interview team.

The RSP employee shall train and direct instructional associates to perform duties which are consistent with students’ IEP.

The RSP employee shall determine the duties to be performed by the instructional associate under the supervision of the administrator responsible for evaluating the associate.

An RSP employee shall have the same access to classroom supplies as the regular classroom teachers at the site where the RSP employee is assigned.

Classroom supplies include, but are not limited to, such items as paper, chalk, and paper clips.

Professional materials may be requested throughout the year and will be allocated based on the availability of funds. A base complement of district identified assessments tools will be provided by each school site. Protocols will be provided by the district.

Resource Specialist Program (RSP) Elementary Employees

The Elementary RSP employee professional workday is defined in Article 9000, with an exception for screening and diagnostic testing, which shall be included in the employee’s student contact minutes.

1 Special Education (Education Specialist Instruction) Credentials authorized the holder to teach in the disability areas of specialization such as Mild/Moderate Disabilities, Moderate/Severe Disabilities, Deaf and Hard of Hearing, Visual Impairments, Physical and Health Impairments, and Early Childhood Special Education. One or more of the authorizations may be listed on the document for service in the following settings: special day classes, special schools, home/hospital settings, correctional facilities, nonpublic schools and agencies, and resource rooms.
Each elementary RSP employee shall be assigned to an individual classroom with appropriate space and furniture for students, associate(s), and the employee. Appropriate furniture is defined to mean that each person housed in the room will have an individually equipped workstation, which is sufficient to carry out her/his required tasks.

Elementary RSP employees will be assigned to no more than two (2) sites, RSP employees assigned to more than one (1) site will have a caseload of no more than fourteen (14) at each site. The District will make every effort to configure multi-school schedules in a manner that allows RSP employees to provide services at a single school each day, so long as this enables the District to meet all legal obligations such as complying with IEPs.

Upon request the district shall make every effort to provide reasonable support related to the initial assessment process to elementary RSP employees who are assigned to two (2) sites whose total number of initial IEPs for both sites exceeds fifteen (15) during a school year.

Resource Specialist Program (RSP) Secondary Employees

Secondary RSP employees shall support a maximum of fourteen (14) general education teachers.

The Secondary RSP employee professional workday is defined in Article 9000.

Under the full inclusion model, the workday shall consist of three (3) main activities: case manager, guided studies instructor, and supporting mainstream teachers for caseload students.

Secondary RSP employees will not be assigned to more than one (1) school.

Secondary RSP employees shall be assigned to a classroom(s)/workspace(s) as appropriate to meet the requirements of the program.

Secondary RSP employees shall coordinate the schedules of students on their caseload during the work year.

Special Day Class (SDC) Program Employees

The following class maximums and assignment of Instructional associates (aides) shall apply to SDC classes:

Severely Handicapped (SH), Emotionally Disturbed (ED) and autism specific SDC classes shall have a maximum of twelve (12) students, and have one (1) six-hour instructional associate (aide) assigned.

Non-severe SDC classes at the elementary level shall have a maximum of thirteen (13) students, and have one (1) six-hour aide when the class enrollment is at least 8 (eight) students at any time. Once an aide has been assigned to a class, the aide will continue throughout the semester regardless of fluctuations in enrollment.

Non-severe SDC classes at the secondary level shall have a maximum of fourteen (14) students, and have one (1) six-hour aide when the enrollment is at least ten (10) students. Once an aide has been assigned to a class, the aide will continue throughout the semester regardless of fluctuations in enrollment.

No class will be assigned more than the maximum number of students except in accordance with Section 35411.
35410.5 Each SDC employee may be required to accommodate one additional student above the maximum for that class for no more than twenty (20) workdays within a school year.

35411 An SDC class may be assigned more than the maximum number of students provided in Sections 35410.1, 35410.2 or 35410.3 when the following conditions have been met:

35411.1 The SDC employee has accommodated one additional student above the maximum number of students specified in Sections 35410.1, 35410.2, or 35410.3 for at least twenty (20) workdays within a given year; and

35411.2 The SDC employee has been requested in writing and has agreed to voluntarily accept an additional student above the maximum number of students specified in Sections 35410.1, 35410.2, or 35410.3.

35412 The SDC employee shall receive a $1500 stipend for each semester in which the conditions listed in Section 35411 above have been met for one (1) additional student above the maximum number of students specified in section 35410.1, 35410.2, or 35410.3 for the remainder of the given semester.

35413 The SDC employee shall receive an additional $500 stipend in addition to the $1,500 stipend specified above, for each semester in which the conditions listed in Section 35411 above have been met for two (2) additional students above the maximum number of students specified in section 35410.1, 35410.2, or 35410.3 for the remainder of the given semester.

35414 In determining class size, the nature and severity of the students’ needs will be considered.

35415 The SDC employee’s professional workday is defined in Article 9000.

35420 Each full-time SDC employee will be assigned an instructional associate (aide) in accordance with Section 35410. Wherever possible a single associate will be assigned to fulfill the requirement.

35421 The SDC employee shall, when possible, participate on the instructional associate interview team.

35422 The SDC employee shall train and direct instructional associates to perform duties which are consistent with the students’ IEP.

35423 The SDC employee shall determine the duties to be performed by the instructional associate under the supervision of the administrator responsible for evaluating the associate.

35430 Each SDC employee shall be assigned to an individual classroom with appropriate space and furniture for students, associate(s), and the employee. Appropriate furniture is defined to mean that each person housed in the room will have an individually equipped work station which is sufficient to carry out her/his required tasks.

35440 Each SDC employee shall have the same access to classroom supplies as the regular classroom teachers at the site where the SDC employee is assigned.

35441 Classroom supplies include, but are not limited to, such items as paper, pencils, chalk, and paper clips.

35442 Professional materials may be requested throughout the year and will be allocated based on the availability of funds. A base complement of district identified assessments tools will be provided by each school site. Protocols will be provided by the district.
When necessary, release time will be provided for employees required to attend IEP meetings.

Each SDC employee will be provided with designated textbooks necessary to meet District curriculum requirements.

SDC Preschool/Transitional Kindergarten (TK) Employees

Unless otherwise specified in 35470 and its subsections, all provisions of 35400 and its subsections apply to SDC Preschool/TK teachers.

SDC Preschool teachers’ workday shall include three (3) hours of student contact time.

SDC Transitional Kindergarten teachers’ workday is defined in Article 9000.

In a SDC Preschool/TK combination class, the teacher shall have three hours of student contact time with the entire class and additional contact time with the TK students. The teacher’s total student contact time shall not exceed the contact time defined for Transitional Kindergarten in Article 9000.

SDC Preschool teachers are to visit the homes of their students to discuss with parents current educational experiences, optimal educational strategies, and options for future educational opportunities.

SDC Preschool teachers are to be involved in the work of the Preschool Assessment Center to ensure that the needs of the students are met (e.g., initial placement of students, attending IEP meetings, developing student goals, academic testing, etc.).

SJUSD Autism Programs

Each teacher in SJUSD Autism Programs will be assigned instructional associates (aides). Wherever possible a single associate will be assigned to fulfill the requirement.

The teacher shall, when possible, participate on the instructional associate interview team.

The teacher shall train and direct instructional associates (aides) to perform duties which are consistent with the students’ IEP.

The teacher shall determine the duties to be performed by the instructional associate under the supervision of the administrator responsible for evaluating the associate.

Each teacher in SJUSD Autism Programs shall be assigned to an individual classroom with appropriate space and furniture for students, associate(s), and the employee. Appropriate furniture is defined to mean that each person housed in the room will have and individually equipped workstation, which is sufficient to carry out, her/his required tasks as prescribed by the program requirements.

Each teacher in SJUSD Autism Programs classrooms shall have audio-visual equipment pertinent to the students’ needs as identified in their IEPs.

Each teacher in SJUSD Autism Programs shall have the same access to classroom supplies as the regular classroom teachers at their site where the employee is assigned.

Classroom supplies include, but are not limited to, such items as paper, pencils, chalk, and paper clips.
Professional materials may be requested throughout the year and will be allocated based on the availability of funds. A base complement of District identified assessments tools will be provided by each school site. Protocols will be provided by the district.

For teachers in SJUSD Autism Programs, the number of meeting hours shall be consistent with Section 9150.

Meeting notes and handouts from all main site staff meetings are to be made available to teachers in SJUSD Autism Programs.

Except as provided in this Article, terms and conditions for teachers in SJUSD Autism Programs shall be the same as those for other teachers in the SJTA bargaining unit.

Teachers in SJUSD Autism Programs will not be assigned bus duty or yard supervision of students outside of the program.

The Autism Resource Programs

The elementary autism resource program employee workday shall consist of three (3) main activities: case manager, classroom instructor, and supporting mainstream teachers for autism students.

The following class maximums and assignments of instructional associates (aides) shall apply to the classes:

K-2 classes shall have a maximum of fifteen (15) students, with an effort to achieve an average of five (5) students per grade level, and no less than one (1) six-hour instructional associate (aide) and one (1) three-hour instructional associate (aide) per classroom when there are at least seven (7) students.

3-5 classes shall have a maximum of fifteen (15) students, with an effort to achieve an average of five (5) students per grade level, and no less than one (1) six-hour instructional associate (aide) and one (1) three-hour instructional associate (aide) per classroom when there are at least seven (7) students.

6-8 classes shall have a maximum of fifteen (15) students, with an effort to achieve an average of five (5) students per grade level, and no less than one (1) six-hour instructional associate (aide) and one (1) three-hour instructional associate (aide) per classroom when there are at least seven (7) students.

Preschool classes shall have a maximum of ten (10) students, and have one (1) six-hour instructional associate (aide) assigned for each child in the program (1:1 student to adult ration, which includes the teacher).

K-3 classes shall have a maximum of ten (10) students, and have no less than seven (7) six-hour instructional associate (aide) per classroom when there are at least seven (7) students (1:1 or 2:1 as determined by the program).
4-5 classes shall have a maximum of ten (10) students, and have one (1) six-hour instructional associate (aide) assigned for each two (2) students in the classroom (2:1 ratio).

Designated Instructional Service (DIS) Program Employees

Each Designated Instructional Service (DIS) Program employee and the site administrator will confer and determine space and supply needs for the program by the last week in October. Such needs, including adequate space, heat, light, seating, tables, and quiet surroundings, will be met within the limitations of the site, the available resources, the total needs of the school, and in accordance with State guidelines.

No employee will receive a negative evaluation based on the inadequacy of the physical space provided for instruction.

Student contact time for DIS employees is defined in Article 9000.

Travel time for itinerant DIS employees is a factor for consideration in Article 9000, Section 9110.

Speech and Language Pathologists shall be scheduled for three (3) consecutive hours per week for related professional responsibilities.

Professional materials may be requested throughout the year and will be allocated based on the availability of funds.

The District will notify each Speech and Language Pathologist of her/his assignment for the following school year as early as possible. If changes are necessary the therapist will be notified as soon as possible.

In assigning Speech and Language Pathologists, consideration will be given to areas of need. An attempt shall be made to assign no more than three (3) work sites to each pathologist. When feasible, Pathologists assigned to schools that have large numbers of students whose dominant language is other than English shall have similar language skills.

Speech and Language Pathologists shall not have a caseload greater than fifty-five (55) students, provided however, that a pathologist may voluntarily accept a caseload greater than 55 students upon District request.

The District may, in its discretion, elect to solicit input and advice from a joint District/Pathologist committee regarding scheduling and caseloads. The District’s decision whether to seek and/or implement such advice is not subject to Article 6000 of this Agreement.

Disagreements over issues related to scheduling and caseloads may be submitted by either the District or the Association to the CAC for resolution.

Speech and Language Pathologists shall be assigned caseload, assessments, and consulting as equitably as possible.

Speech and Language Pathologists shall assess students with speech and language anomalies in accordance with the law.

Itinerant DIS employees who serve students who are Visually Impaired will be assigned a maximum of five (5) sites per day for student contact time. For purposes of this section, consultation time is not considered student contact time.
The DIS employees for adaptive P.E. shall not have a caseload greater than fifty-five (55) students. However, an adaptive P.E. employee may voluntarily accept a caseload greater than fifty-five (55) students upon District request in writing.

Adaptive P.E. employees shall have dedicated time within their workweek for professional responsibilities.

Teacher-related responsibilities shall be in accordance with Article 9000.

A DIS employee shall have access to classroom supplies at the site where the DIS employee is assigned.

Classroom supplies include, but are not limited to, such items as paper, pencils, chalk, and paper clips. For adaptive P.E. employees, supplies include, but are not limited to, sport equipment, jump ropes, balls, and balance apparatuses.

Professional materials may be requested throughout the year and will be allocated based on the availability of funds. A base complement of district identified assessment tools will be provided by each school site. Protocols will be provided by the District.

The parties agree to establish a procedure whereby a basic battery of testing materials will be made available for all DIS Employees. Until such time as a complete basic battery is available, an employee may use professional judgment to administer other tests.

Special Education Programs

The Association and District shall appoint a joint committee to develop guidelines for Special Education. A majority of the committee shall be teachers. The committee shall report to the Association and District by December 31, 2009 and annually thereafter. Any disagreements in developing the guidelines or other related issues brought to this committee may be referred to the CAC by the Association. If the CAC is unable to resolve the matter, the Superintendent will make the final decision.

RSP, SDC, DIS and autism programs employees shall not be assigned yard/campus duties.

Upon request, and whenever possible, the principal will authorize clerical assistance for Special Education employees.

Each special education instructional classroom shall have audio-visual equipment pertinent to the students’ needs as identified in their IEPs.

Special Education classes shall be conducted in compliance with applicable State and Federal statutes.

Student referrals to Special Education shall include input from all certificated staff who are significantly involved with the student. All input must be documented and shall allow for required and appropriate data for placement consideration.

Whenever possible, appropriate inservice training during the assigned school day will be provided to special education employees prior to the assumption of new job responsibilities.

Whenever possible, appropriate inservice training during the assigned school day will be provided to special education employees. Such inservice may include visits to other sites and agencies, presentations by companies on the newest technologies in employees’ fields, and the sharing of professional journals.

Special Education Program Specialists (SEPS)
35810 The Special Education Program Specialists professional workday is defined in Article 9000.

35820 Special Education Program Specialists shall not participate in the assessment or supervision of any other unit member.

35830 Special Education Program Specialists shall not be assigned to an unreasonable number of worksites, based on relevant factors.

35840 Travel time during the workday will be counted as part of the workweek.

35850 Special Education Program Specialists may adjust their reporting times within a specific work week, with the approval of the immediate supervisor, to accommodate responsibilities that must be performed outside of the professional work day.

35860 Special Education Program Specialists shall be paid on the regular teacher’s salary schedule.

35870 All other benefits of this Agreement, as appropriate, shall apply to the Special Education Program Specialists.

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ARTICLE 36000
SALARY

36100 General Provisions

36110 Except as provided elsewhere in this Agreement, for the 2013-2014 school year all employees shall be paid in accordance with the salaries set forth in Appendix B-1 of this Agreement.

36111 The columns in the Appendix B-1 salary schedule compensate the accumulation of graduate units and professional development units. (Columns IA and IIA are legacy columns. No employees shall be placed into these columns after June 7, 2013.)

36112 The rows in the Appendix B-1 salary schedule shall represent years of experience.

36120 Except as provided elsewhere in this Agreement, beginning with the 2014-2015 school year all employees shall be paid in accordance with the salaries set forth in Appendix B-2 of this Agreement.

36130 Employees working less than the annual number of work days required during the school year shall receive salary in the ratio that the number of days actually served bears to the total number of annual work days for that classification.

36140 Salary warrants shall be issued on the last teacher work day of each month, as specified in Education Code 45048.

36150 Employees shall have the option of receiving their pay warrants over twelve (12) months instead of the regular pay cycle. To qualify for the option, the employee must submit a written signed request no later than the first day of student instruction. It is understood that all annual standard deductions such as STRS, Social Security, etc. shall be made only from regular pay warrants. Supplemental warrants issued for months in which no regular pay warrant is issued shall be net pay only.

36200 Initial Placement on the Appendix B-1 Salary Schedule
Credit for service shall be allowed on the Salary Schedule at the rate of one (1) increment (step) for one (1) year of certificated teaching service, up to a maximum of nine (9) increments. All employees shall advance one (1) vertical step on the salary schedule for each year of service except those whose placement is at the maximum step for their class.

The District may adjust the initial salary step placement of new teachers in identified need areas in order to recruit/retain teachers in said need areas. The District will meet and consult with SJTA prior to identifying such areas of need.

Military service may be credited in lieu of teaching experience, provided the employee offering it had teaching experience or had completed requirements for a public school teaching credential prior to the time of entering military service.

A teaching assignment in the Peace Corps or Vista may receive a maximum of two (2) years’ credit on the Salary Schedule, if the employee offering it had teaching experience or had completed requirements for a public school teaching credential prior to the time of entering such service. Requests will be reviewed by the Superintendent or designee who will determine if the experience will receive credit.

Military service may be credited in lieu of teaching experience, provided the employee offering it had teaching experience or had completed requirements for a public school teaching credential prior to the time of entering military service.

A teaching assignment in the Peace Corps or Vista may receive a maximum of two (2) years’ credit on the Salary Schedule, if the employee offering it had teaching experience or had completed requirements for a public school teaching credential prior to the time of entering such service. Requests will be reviewed by the Superintendent or designee who will determine if the experience will receive credit.

All course work approved for initial placement must be verified by official transcripts. Obtaining official transcripts is the responsibility of the employee. All transcript verifications including those from foreign colleges and universities must be received within sixty (60) days of the signing of the employee’s initial contract. Transcripts from foreign colleges and universities must be verified and translated by an agency approved by the District in order to receive credit on the salary scale. Earned degrees received and semester units and CEUs earned in an institution accredited by the American Council of Education in their publication, American Universities and Colleges, shall be allowed for initial placement and subsequent horizontal movement on the Salary Schedule.

Upon application for initial employment, an employee may be granted salary schedule credit, at the discretion of the Superintendent or designee, for previous non-teaching experience. The fully verified non-certificated paid service must be deemed by the District to be in a shortage field and be closely allied to the certificated assignment. Such credit will be evaluated on the basis of one (1) step for each two (2) years of acceptable experience within the past ten (10) years. Outside experience credit that is granted is limited to a maximum of five (5) years on the salary schedule. The District’s decision in granting said non-teaching experience shall be made prior to the candidate’s employment.

When an individual who served in an SJUSD administrative position takes a position within the bargaining unit, the individual shall receive credit on the salary schedule for each year of service in the SJUSD administrative position, up to a maximum of five (5) years, provided the individual shall have been a bargaining unit member for at least three (3) consecutive years and earned permanent status with SJUSD prior to serving in an SJUSD administrative position.

Units offered to meet requirements for Columns II and III must be completed in an institution accredited by the American Council of Education in its publication, American Universities and Colleges, granting the Elementary or Secondary Teaching Credential or a degree beyond the BA. All work submitted for salary class advancement must carry graduate credit. Graduate credit is established by the institution offering the work and is validated by an official transcript.

Graduate semester hours (units) as defined by the particular accredited college, university or institution will be acceptable for placement and/or advancement on the salary schedule.

Graduate quarter hours (units) shall be converted to semester hours (units) by multiplying the total of such hours (units) by two-thirds.

Effective 9/1/85, courses taken after 9/1/85 at accredited institutions as stated above designated as “Professional or Continuing Education Units” will be acceptable for Salary.
Schedule credit. Each ten (10) hours of professional or Continuing Education Units shall be converted to semester hours (units) by multiplying the total of such hours (units) by two-thirds.

36313 Effective 9/1/85 and when taken after 9/1/85, lower and upper division courses taken after the BA is earned and taken at accredited institutions as stated above may be accepted for Salary Schedule credit if approved in advance by the Superintendent or designee. The approval shall be on the basis that such hours are in courses which pertain to academic areas taught in the employee’s assigned duties and/or may be reasonably expected to enhance the work skills of the employee.

36314 Course work for salary placement of new employees will initially be evaluated by the Human Resources Department based upon the same criteria as 36311, 36312, and 36313, except that no prior approval under 36313 shall be required.

36320 The last day for filing transcripts is August 1 of each school year.

36330 Official transcripts, or an instructor’s signature, covering the number of semester units being completed to fulfill requirements for a change in salary classification must be completed and on file in the Human Resources Department not later than the applicable date mentioned above. If an instructor’s signature is offered in lieu of a transcript, a transcript must follow by October 1 of that year. If the Superintendent or designee determines that extenuating circumstances beyond the control of the employee exist, then an extension of time shall be granted.

36400 Transitioning Employees from the Appendix B-1 to Appendix B-2

36410 Employees who qualify for advancement on the Appendix B-1 salary schedule under the terms of Article 36300 on or before August 1, 2014 shall be advanced on the Appendix B-1 salary schedule prior to moving to the Appendix B-2 salary schedule.

36420 Employees shall transition from Appendix B-1 to Appendix B-2 on August 4, 2014.

36430 Permanent Employees

36431 Permanent Employees in Appendix B-1 Column III shall move to the corresponding cell in Appendix B-2 Column III.

36432 Permanent Employees in Appendix B-1 Column II shall move to the corresponding cell in Appendix B-2 Column II.

36433 Permanent Employees in Appendix B-1 Column I shall move to the cell in Appendix B-2 Column II corresponding to the salary they would have earned had they remained on Appendix B-1.

36440 Probationary Employees (including Novice Employees)

36441 Probationary Employees in Appendix B-1 Column III shall move to the corresponding cell in Appendix B-2 Column III.

36442 Probationary Employees in Appendix B-1 Column II shall move to the corresponding cell in Appendix B-2 Column II.

36443 Probationary Employees in Appendix B-1 Column I shall move to the corresponding cell in Appendix B-2 Column I.

36444 When a Probationary employee moves to Column II or Column III as a result of transitioning from Appendix B-1 to Appendix B-2, this placement does not automatically change
the employee’s employment status. These probationary employees shall move to permanent status under the terms of Article 16000.

36500 Initial Placement on the Appendix B-2 Salary Schedule

36510 Initial placement on Appendix B-2 shall begin with employees whose first day of paid service shall be on or after July 1, 2014.

36520 Novice and Probationary Teachers, as defined in Article 16000, shall be placed in the Probationary Column.

36530 Permanent Teachers, as defined in Article 16000, shall be placed in either Column II (Permanent–II) or Column III (Permanent–III).

36531 Permanent Teachers who were previously placed on Appendix B-1 but not previously placed on Appendix B-2 shall be placed using the transition instructions in Article 36400.

36532 Permanent Teachers who have not before been placed on either Appendix B-1 or Appendix B-2 shall be initially placed in Column II ( Permanent–II).

36540 Initial placement on a row within a column shall be at the base salary closest to the most recent base salary earned by the employee in a position with similar responsibilities. Except as provided in Article 36542, this initial placement shall not exceed Row 24 in Column I, Row 18 in Column II, or Row 10 in Column III.

36541 When a salary occurs multiple times within a column, initial placement shall be on the first instance of that salary.

36542 The District may adjust the initial salary step placement of new employees in identified need areas in order to recruit/retain employees in said need areas. The District will meet and consult with SJTA prior to identifying such areas of need.

36543 Service in the military and other national or international service may be credited in lieu of teaching experience. By way of example only, such other service includes Peace Corps, Vista, and AmeriCorps. Requests will be reviewed by the Superintendent or designee who will determine if or to what extent the experience will receive credit.

36544 When an individual who served in an SJUSD administrative position takes a position within the bargaining unit, the individual shall receive one row of credit on the salary schedule for each year of service in the SJUSD administrative position, up to a maximum of five (5) years, provided the individual shall have been a bargaining unit member for at least three (3) consecutive years and earned permanent status with SJUSD prior to serving in an SJUSD administrative position.

36600 Advancement on the Appendix B-2 Salary Schedule

36610 Rows: Teachers shall advance one row for the following year based on satisfactory completion of one of the following:

36611 Completion of a Professional Growth Cycle according to Article 16420; or

36612 Receipt of an overall “Meets Standard” evaluation through the Full Evaluation Cycle according to Article 16440 or Article 16350; or

36613 If, through no fault of the teacher, a Professional Growth Cycle or Full Professional Assessment is not conducted or completed as scheduled according to Articles 16420 or 16440.
A Permanent Teacher who has not exited TAP by the end of a school year shall not advance one row for the following school year.

A Probationary Teacher who receives an overall “Does Not Meet Standard” evaluation but is granted another year of probationary status shall not advance one row for the following school year.

Employees shall advance from Column I (Probationary) to Column II (Permanent–II) for the school year after they meet the conditions for Permanent classification as set forth in Article 16000.

Employees in Rows 1-12 of Column I shall move to Column II in the same row, following any advancement earned under section 36610.

Employees in Rows 13-30 of Column I shall move to the Row 12 in Column II OR the row in Column II that matches their most recent salary in Column I, which ever is greater.

Employees shall advance from Column II (Permanent–II) to Column III (Permanent–III) for the school year after they acquire one hundred eighty (180) SJUSD Professional Development Points (PDP).

An employee may earn one (1) PDP for every clock-hour of professional development successfully completed at an accredited college or university, as recognized by the U.S. Department of Education’s Office of Post-Secondary Education, provided such professional development is approved in advance by the Superintendent or designee. The approval shall be on the basis that such hours are in activities that pertain to the employee’s assigned duties and/or may be reasonably expected to enhance the work skills of the employee.

The clock-hours used to earn points under Section 36651 must be verified by the instructor or by an official transcript from the institution sponsoring the professional development. If the official transcript does not indicate a number of clock-hours for the professional development, fifteen (15) PDP shall be granted for each semester unit awarded on the transcript, and nine (9) PDP shall be granted for each quarter unit awarded on the transcript.

An employee may earn PDP by completing designated professional development activities sponsored by SJUSD. The Superintendent or designee shall designate which activities are eligible for PDP. One (1) PDP shall be granted for each clock-hour of professional development.

An employee may earn forty-five (45) PDP by voluntarily completing an individually designed PDP plan either (a) as part of the Professional Growth Cycle, as described in Section 16420, or (b) after a Full Evaluation Cycle is concluded under Section 16451. These plans must be pre-approved and verified by the employee’s evaluator, and the plan must culminate in an outcome that accrues a benefit to the District. The guidelines for such plans shall be included in the Teacher Evaluation System Handbook described in Section 16700 and its subsections.

An employee may earn forty-five (45) PDP by voluntarily completing a District-designed PDP plan either (a) as part of the Professional Growth Cycle, as described in Section 16420, or (b) after a Full Evaluation Cycle is concluded under Section 16451. These plans must be verified by the employee’s evaluator. The set of District-designed plans shall be included in the Teacher Evaluation System Handbook described in Section 16700 and its subsections.

An employee shall submit verification of PDP to the Superintendent or designee. The last day of submitting such verification shall be August 1. PDP verification submitted after this date shall be credited in the following school year.

An employee shall not earn PDP for any activity for which he or she is otherwise compensated by the District.
36658  Except as indicated in Section 36659, PDP may be earned only for professional development completed after the employee has advanced to Column II in Appendix B-2.

36659  An employee who began paid service with the district on or before August 7, 2014 shall be credited with a number of PDP given by the formula \[(\text{UNITS} – 48) \times 15\], where UNITS is the number of graduate semester hours (units) the employee has completed and filed under the provisions of Section 36300 by August 1, 2014. For example: an employee with 53 units would be credited with \[(53 – 48) \times 15\] = 75 PDP, and an employee with 59 units would be credited with \[(59 – 48) \times 15\] = 165 PDP. All employees with fewer than 48 units shall be credited with zero (0) PDP.

36660  Employees shall advance from Column III (Permanent–III) to Column IV (Model) or Column V (Master) when they meet the conditions for the corresponding classification as set forth in Article 16000.

36661  The existence of any Model Teacher or Master Teacher Leader positions is dependent upon specific external funding. At no time during this Agreement shall the additional costs associated with this classification be considered a bargaining unit expense under the terms of Appendix A.

36662  Master Teacher Leader positions shall have a work year of 196 days.

36670  Compensation for Model Teacher and Master Teacher Leader positions shall be as provided below, subject to any modifications agreed to by the parties due to insufficient external funding.

36671  Model Teachers shall be compensated at their appropriate row on Column IV of Appendix B-2. Upon expiration of the Model Teacher’s term(s), s/he shall return to the appropriate row on the Permanent II or III column.

36672  Master Teacher Leaders shall be compensated at their appropriate row on Column V of Appendix B-2. Upon expiration of the Master Teacher Leader’s term(s), s/he shall return to the appropriate row on the Permanent II or III column.

36700  Stipends for Graduate Degrees and National Board Certification

36710  Graduate Degrees

36711  Employees who hold a Masters Degree or a Doctorate Degree shall receive an annual stipend of two thousand five hundred seventy six dollars ($2,576) for each degree earned. This amount shall not be increased during the term of this Agreement.

36712  No employee may earn more than two (2) total stipends for graduate degrees, a maximum of one (1) for a master’s degree and a maximum of one (1) for a doctoral degree.

36713  Graduate degrees must be verified by submitting an official transcript from an accredited college or university, as recognized by the U.S. Department of Education’s Office of Post-Secondary Education.

36714  The last day for filing transcripts is August 1 of each school year. Employees who file transcripts after this date will begin receiving their stipends for the following school year.

36720  National Board Certification

36721  Employees who hold a National Board for Professional Teaching Standards Certificate (NBPTSC) shall receive a stipend of two thousand five hundred seventy six dollars ($2,576) as
long as they hold a valid certificate. This amount shall not be increased during the term of this Agreement.

36722 No employee may earn more than one (1) NBPTSC stipend.

36723 The last day for filing a NBPTSC is August 1 of each school year. Employees who file their certificates after this date will begin receiving their stipends for the following school year.

36730 The Professional Growth Program has been eliminated. No additional professional growth credit shall be granted subsequent to September 1, 1973, and no professional growth increment may be earned subsequent to September 1, 1974. Employees who have earned professional growth increments will receive annually $100 per each increment as long as they are an employee of the District. The Professional Incentive Program (PIP) has been eliminated. No additional PIP contracts shall be granted subsequent to July 1, 2009. Employees who completed a PIP contract prior to July 1, 2009 will receive annually $2576 for their contract as long as they are an employee of the District.

36731 The $100 for a professional growth increment and the $2576 for a PIP contract are fixed amounts as of July 1, 2009. Neither is to be increased.

36732 An employee that separates or retires, regardless of future employment status, is no longer eligible to receive the $100 for a professional growth increment and the $2576 for a PIP contract.

36733 The $100 for a professional growth increment and the $2576 for PIP contract are not to be listed on the annual SJTA salary schedule.

36800 Notwithstanding Appendix A, section 8, any allocation of revenue to the salary schedule in a non-uniform manner shall be subject to agreement between the Association and the District though the Formula Review Committee.

36900 In accordance with Section 45028 of the Education Code, the District and Association expressly agree that the foregoing Appendix B-2 Salary Schedule is the product of meeting and negotiating pursuant to Government Code section 3543.2, subdivisions (d) and (e) (The Educational Employment Relations Act) regarding:

36910 The payment of additional compensation based upon criteria other than years of training and years of experience; and

36920 A salary schedule based on criteria other than a uniform allowance for years of training and years of experience.

ARTICLE 37000
HEALTH AND WELFARE BENEFITS

Note: The structure of this article differs from the rest of this Agreement because it appears in an identical form in the Collective Bargaining Agreements of all employee groups in San Jose Unified.

This Article is the result of coordinated bargaining during the 2013-2014 school year over health and welfare benefits and covers the manner in which health and welfare plan design and costs will be addressed commencing with the 2014-2015 school year (i.e., July 1, 2014). As used in this Article, “health and welfare benefits” includes medical, dental, life insurance, income protection, employee supported plans (e.g., vision), and any other plans adopted pursuant to this Article, including new plans and/or modifications or termination of existing plans as of the date of this Tentative Agreement.
I.  EFFECT OF ARTICLE

This Article becomes effective only upon ratification by all parties that are signatories to this Tentative Agreement. If any such party fails to ratify this Tentative Agreement, the parties shall immediately engage in coordinated bargaining to resolve outstanding issues, if possible.

Upon ratification by all parties, this Article supersedes all existing collectively negotiated agreements between the parties regarding health and welfare benefits. Such agreements between SJUSD (“District”) and the exclusive Unions/Associations (“U/A”) party to these negotiations and signatory to this Article shall be modified, as well as all relevant Board/District policies and regulations, where appropriate to include the following agreements and revisions reached by the parties.

Notwithstanding any other provision of this Agreement, this Article shall continue in effect upon expiration of this Agreement. This Article is subject to amendment only through a coordinated bargaining process that includes all U/A and the District, similar to the one used for its establishment. This Article may be deleted and replaced by an individually negotiated health and welfare benefits article/appendix exclusively through the negotiations process between the District and the applicable U/A.

II.  ESTABLISHMENT OF THE HEALTH AND WELFARE BENEFITS BOARD

The District and the U/A representing all District employees hereby agree to establish the San José Unified School District Health and Welfare Benefits Board (“HWBB”). The purposes of the HWBB shall be, in no particular order, to:

1. establish shared ownership and responsibility among the District and all U/A for the quality and continued viability of health and welfare benefits;
2. achieve stability, predictability, and equity of health and welfare benefit programs for the benefit of the District and all employees as much as feasible given the volatility of this area;
3. maintain at least one HMO and one PPO medical plan from which to choose;
4. provide the best health and welfare benefits possible at reasonable and affordable cost to the District and employee participants;
5. encourage and incentivize employee wellness and preventive health care as cornerstones of all District health and welfare plans, to the benefit of District employees and in the interest of containing premium increases;
6. cover with health and welfare benefits all 1.0 FTE employee-participants with little or no out of pocket premium costs;
7. cover with health and welfare benefits less than 1.0 FTE employee participants with as little out of pocket premium costs as possible;
8. cover with health and welfare benefits the eligible dependents of employee participants with as little out of pocket premium costs as possible;
9. strive to maintain a Health and Welfare Fund reserve equal to at least three (3) months of projected health and welfare expenditures;
10. contain the costs of health and welfare benefits in order to make possible meaningful negotiations over total compensation; and
11. create the opportunity for more meaningful negotiations over working conditions by effectively managing employee health and welfare benefits.

III. PROCEDURES FOR THE HEALTH AND WELFARE BENEFITS BOARD

A. The HWBB shall be comprised of up to three (3) representatives from the District (inclusive of SJAA) and up to three (3) from each of the U/A.

B. The HWBB will, as soon as possible, establish written procedures (bylaws) for conducting its functions as set forth in this Article. Such procedures shall include:
1. voting procedures, including absentee voting;
2. chairing of the HWBB;
3. establishing regular meeting dates;
4. establishing necessary subcommittees;
5. the agendizing and prioritizing of HWBB activities, including scheduling as soon as possible appropriate training and inservice activities for HWBB representatives; and
6. the establishment of terms for HWBB members, with terms promoting stability and continuity of membership in order to foster expertise in the subject matter of the HWBB.

C. U/A and the District shall each have one (1) vote on the HWBB.

D. The HWBB shall whenever possible make decisions by consensus which, for purposes of this agreement, is defined as follows:
1. agreement seeking: a consensus decision-making process attempts to help everyone get what they need;
2. collaborative: participants contribute to a shared proposal and shape it into a decision that meets the concerns of all group members as much as possible;
3. cooperative: participants in an effective consensus process should strive to reach the best possible decision for the group and all of its members;
4. egalitarian: all members of a consensus decision-making body should be afforded, as much as possible, equal input into the process, with all members having the opportunity to present and amend proposals;
5. inclusive: as many stakeholders as possible should be involved in the consensus decision-making process; and
6. participatory: the consensus process should actively solicit the input and participation of all decision-makers.

E. When the HWBB is unable to reach consensus, a proposed action must receive an affirmative vote by both U/A and the District in order to be approved and implemented. An affirmative vote by U/A shall consist of at least SJTA and three (3) of the four remaining Unions/Associations.
1. When this Article is deleted and replaced by an individually negotiated health and welfare benefits article/appendix through the negotiations process between the District and an exclusive U/A, then the remaining U/A and the District shall engage in coordinated bargaining to re-determine the definition of an affirmative vote.

F. When a proposed action results in a deadlocked vote, the proposed action shall be submitted to a hybrid mediation-arbitration process (“Med-Arb”) as set forth in this Article.
1. U/A and the District shall first attempt to reach agreement, working together and in private sessions with a mediator or “med-arbiter,” a neutral third party trained in Med-Arb.
2. At least three (3) mediation sessions shall be held within a 45-day period following selection of the med-arbiter, subject to the parties mutually agreeing to additional mediation sessions and/or a longer time period.
3. When some or all of the dispute or disagreement remains unresolved in mediation, the remaining matter(s) would then be arbitrated based on the information received during mediation and any additional process that may be ordered by the med-arbiter.
4. U/A and the District shall each state in writing its official position prior to entering into the arbitration phase.
5. The med-arbiter shall impose a binding decision, which shall be confined to either U/A’s or the District’s pre-arbitration official position (F. 4. above). When the parties had reached an agreement on some issues, the med-arbiter shall rule only on the issues that remained.
6. The med-arbiter shall have no authority to increase the District’s contribution toward the cost of health and welfare benefits. Rather, such an increase can only occur, if at all, through subsequent negotiated agreements and ratification thereof by all parties.
7. Any remedy/award ordered by the med-arbiter as a result of arbitration must conform to and comply with all legal requirements as well as established timelines for implementation of changes to the District health and welfare plans.
8. The cost of Med-Arb is to be borne by the Health and Welfare Fund. Arbitrators shall be selected from either a standing list of names established by the HWBB, or a list of trained med-arbiters provided by the California State Mediation and Conciliation Service. When the parties are unable to agree on an individual from the list being utilized, they shall strike names, with the first party determined by coin toss.
G. All Plan Design modifications, including but not limited to co-pays; deductibles; participant benefit contribution configurations (e.g., at tiers of coverage); premium contributions and assessments; determination of eligible participants; and selection, addition or termination of health plans/providers for all eligible participants in District health and welfare benefit plans shall be made by the HWBB (unless a deadlock goes to Med-Arb), and implemented upon HWBB action/arbitration decision without the need for further negotiations and/or ratification by the parties.

1. Any participant contributions (e.g., for benefit configuration amounts and/or premiums) shall be accomplished through automatic payroll deduction for employee participants and through direct contributions from all other eligible participants.

2. Notwithstanding any other provision of this Agreement, any proposed change that would expand, limit or otherwise alter eligibility to participate in District health and welfare plans shall be enacted only upon affirmative vote of both U/A and the District. When there is a deadlocked 1:1 vote, such proposed changes shall not be enacted and the provisions of section III. F. above (Med-Arb) shall not apply.

H. A consultant and/or plan administrator shall be selected and funded by the HWBB and remain in a contractual and/or employment relationship with the District.

I. Contracts and compensation for the consultant and/or plan administrator shall be recommended by the HWBB, but subject to approval by the Board of Education. Such approval shall not be arbitrarily or unreasonably withheld.

J. Reporting, reports, and disclosures of the consultant and plan administrator shall be as established by the HWBB.

K. All vendor contracts are to be negotiated by the HWBB, subject to approval by the Board of Education. Such approval shall not be arbitrarily or unreasonably withheld.

IV. THE HEALTH AND WELFARE FUND

A. Funding for the Health and Welfare Fund, to cover all health and welfare benefits as used in this Article, shall be from contributions from the District and from contributions from eligible participants.

1. The contribution from the District shall be determined annually based on the following three factors: the base amount per authorized 1.0 FTE (“BASE”); the per pupil percentage change to the District’s Local Control Funding Formula Base Grant (“LCFF”); and the total of all authorized full-time equivalent positions (“FTE”).

   a. The contribution from the District for the coming fiscal year shall be set using the information contained in the current Unaudited First Interim Financial Statement following its acceptance by the Board of Education as follows:

      i. take the BASE for the current fiscal year;
      ii. get the LCFF by calculating the year-over-year per pupil percentage change (increase or decrease) to the District’s Local Control Funding Formula Base Grant from the prior year to the current year;
      iii. take the FTE from the total of all authorized full-time equivalent positions for the current fiscal year; and
      iv. increase or decrease the BASE by the LCFF and then multiply by the FTE.

   Notes: All figures to be rounded to the nearest hundredth.

   The initial BASE, for the 2014-2015 fiscal year, shall be $13,258.86.

   b. Any funds not expended due to the number of budgeted FTEs exceeding the number of eligible participants shall remain in the Health and Welfare Fund as a reserve to mitigate future health benefit cost increases.

2. The contributions from eligible participants shall be determined annually by the HWBB in accordance with the provisions of this Article.

   a. The contributions from eligible participants for the coming fiscal year shall be set and made available to the District prior to the annual open-enrollment period.
B. If the Local Control Funding Formula; what is required for the District’s financial statement; and/or any other local, state, or federal enactment creates a structural change from the provisions in effect for the 2013-2014 school year and/or California has yet to adopt a fiscal year budget by the time of the First Interim Financial Statement, the HWBB will determine what changes, if any, should be made to the calculation contained in IV.

A. 1. When there is a deadlocked 1:1 vote, such proposed changes shall not be enacted and the provisions of III. F. above (Med-Arb) shall not apply.

2. Instead, the parties will engage in coordinated bargaining to resolve outstanding issues.

C. The parties agree that District increases to the Health and Welfare Fund as set forth in IV. A. 1., shall automatically be deducted from the additional dollars actually received by the District that are available for negotiations over potential salary increases for the applicable school year.

V. STATUS OF THE HEALTH AND WELFARE FUND AND SHORTFALL PROVISIONS

A. The HWBB shall report to the District and all employee unions/associations on at least a quarterly basis regarding the status of the Health and Welfare Fund.
1. Specifically, such reports shall indicate whether actual expenditures from all components of health and welfare benefits are projected to exceed budgeted Health and Welfare Fund revenues. This determination shall be made based on claims experience and expenses to date, projected according to objective, industry-based and historical trends, to yield an annualized projection of total expenditures.

B. When a shortfall is projected, the HWBB shall act immediately and within thirty (30) days of receiving a recommendation from the consultant and/or plan administrator to utilize available Health and Welfare Fund reserves and/or levy a special participant assessment to negate the shortfall within the fiscal year in which it is projected to occur.
   1. In determining the amount of Health and Welfare Fund reserve utilization and/or the special assessment, the HWBB shall base its decision on the information and recommendations of the HWBB's consultant and/or plan administrator as well as HWBB purpose 9, namely, maintaining a Health and Welfare Fund reserve equal to at least three (3) months of projected health and welfare expenditures.
      a. When there is a deadlocked 1:1 vote, on the foregoing determination, such proposed changes shall not be enacted and the provisions of III. F. above (Med-Arb) shall not apply.
      b. Instead, all participants, exclusive of dependents, shall be assessed an equal, flat special assessment necessary to negate the shortfall within the fiscal year in which it is projected to occur.

C. When any of the foregoing actions do not negate the shortfall in the same fiscal year, and the District must temporarily fund the remaining shortfall, such amount shall be deducted from the District's contribution to the Health and Welfare Fund for the following year.

ARTICLE 38000
SITE FLEXIBILITY AGREEMENTS

38000 This article is designed to enable flexibility at the site through the collective ingenuity of site staff and administration. When an individual site develops an alternate allocation of resources and responsibilities that is not anticipated by or is in conflict with this Agreement, the site may apply for a Site Flexibility Agreement (SFA).

38010 An SFA is specific to a single site and not to be considered precedent setting or reflective of the status quo for any other site.

38020 All provisions of this Agreement and any other applicable agreements the parties have that are not specifically modified by an SFA shall remain unchanged.

38100 Preparing an SFA

38110 An SFA may cover all bargaining unit members at a site or a subset thereof.

38120 An SFA shall be developed collaboratively by the bargaining unit members and administrators at a site. When considering a new SFA, the unit members shall have sufficient time to research, discuss, and amend the proposed SFA.

38130 The SFA shall be as specific as possible. All eligible voters shall be provided with the information necessary to cast an informed ballot, and they shall have access to that information early enough to deliberate before casting their ballots. If the proposed SFA would require a foreseeable change in working conditions, this shall be made plain in writing to all voters before the vote.

38140 An SFA shall specify the length of time it will remain in force. The maximum term of an SFA shall be three (3) school years.
When a new SFA is approved, any previous SFA at that site affecting the same bargaining unit members is automatically repealed.

To be implemented the SFA must be approved by the affected bargaining unit members at the site, the site principal, the Superintendent, and the SJTA President.

Eligible Voters

The eligible voters in an SFA election shall be only the bargaining unit members affected by the SFA.

“Bargaining unit members affected by the SFA” includes all unit members whose working conditions or responsibilities would change under the proposed SFA if it took effect immediately.

Each affected unit member gets one (1) vote, even if they are affected unequally by the SFA. A full-time employee and a part-time employee each get one (1) vote, regardless of FTE.

A voting list shall be prepared and posted by the SJTA site representatives at least one (1) week prior to the vote. Individuals excluded from the voting list may appeal their exclusion to CAC.

Faculty Voting

SJTA site representatives shall conduct the SFA election, which shall be by secret ballot.

The SFA shall be voted on as a single question. The ballot shall provide two voting options: YES and NO. A vote for YES shall be a vote to adopt the proposed SFA, and a vote for NO shall be a vote to reject it.

For a proposed SFA to pass it must earn 75 percent (three-quarters) of votes cast in an election in which a majority of eligible voters cast valid ballots. A valid ballot is a ballot that clearly indicates either YES or NO on the proposition. A ballot that marks both YES and NO or marks neither YES nor NO is not valid. If a majority of eligible voters do not cast valid ballots, the proposition automatically fails.

The vote on a new SFA shall take place by March 1. The vote to reauthorize an existing SFA shall take place by May 1.

The date, time, and location of voting shall be announced at least a week in advance. No ballots shall be counted before all voting has closed. At least two SJTA representatives shall count the ballots. Any unit member who would like to observe the counting shall be allowed to do so.

Transfers

Unit members affected by a newly adopted SFA may request a transfer to another site under Article 15. These transfers shall be considered ahead of all other voluntary transfers, and every effort shall be made to accommodate them.

Early Termination

An SFA may be terminated prior to its scheduled conclusion by mutual consent of the Superintendent and the SJTA President.
ARTICLE 39000
INTELLECTUAL PROPERTY

39100 Ownership of Materials and Publications: Unless otherwise provided by a separate contract, the respective rights of an employee and the District as to ownership of materials and publications developed by the employee are to depend upon the origins of the material in question, as follows:

39110 If the materials were developed by the employee as a project commissioned by the District, or in fulfillment of a specific job assignment, the materials are the exclusive property of the District (e.g., a course outline developed by a teacher on special assignment for that purpose).

39120 If the materials were developed by the employee in the course of performing regular duties, but were not specifically required or specifically assigned as a part of the job, the materials are to be owned by the employee, but the District shall be deemed a licensee (without fee) only for purposes of internal District use and only after consultation with the employee to ensure that the materials, if distributed, will not lose their usefulness. Disputes that arise about the distribution of materials will be referred to CAC.

39130 If the materials were developed by the employee independent of regular duties, and on the employee’s own time and without use of District resources (other than the usual, customary, and permitted personal use of District laptop computers), the materials are the exclusive property of the employee (e.g., working at home, English teacher with personal interest in computers develops a software package for tracking and computing grades; or teacher writes textbook on own time, drawing upon prior District experience).

39200 Before an employee or the District utilizes any student-produced material beyond the purpose for which it was initially submitted by the student, a written consent or waiver in favor of the District and employee must be obtained from the student and parent/guardian. Subsequent use and ownership shall depend upon the nature of the resulting material/publication produced by the employee pursuant to 39100 and subsections above.

39300 Upon termination of employment, the District shall provide reasonable opportunity for an employee to remove his or her intellectual property from District facilities and computer hardware.

39400 If the District receives revenue from the sale of licensing of intellectual property that was originally developed or produced by unit members, the District and the Association shall meet and confer to determine whether there should be any allocation of the revenue.

ARTICLE 40000
STATUTORY CHANGES

Improvement in benefits included in the Agreement which are brought about by the amendment or addition of statutory guarantees now provided in California or federal law shall be incorporated into the Agreement.

ARTICLE 41000
CONCERTED ACTIVITIES

41100 For the duration of the Agreement, the Association will not engage in, or authorize any concerted interruption of educational activities or withholding of services by members of the bargaining unit. No officer or representative of the Association shall be empowered to cause or participate in any such prohibited activity. In the
event a member of the bargaining unit violates this Article, the Association and/or its officers shall notify the employee in writing to cease and desist from such activity immediately.

41200 The District agrees that it will not engage in or authorize any lockout of employees for the duration of the Agreement.

41300 The District and the Association agree that no reprisals shall be taken against any District employee as a result of their participation or non-participation in any concerted activities during the 1988-89 school year.

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ARTICLE 42000
EFFECT OF AGREEMENT

42100 It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices, policies and procedures, and over State laws to the extent permitted by State law, and that in the absence of specific provisions in this Agreement, such practices and procedures are discretionary.

42200 The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties for the term of the Agreement. The terms and conditions may be altered, changed, and added to, deleted from, or modified only through the voluntary and mutual consent of the parties in a written amendment executed according to the provisions of this Agreement.

42300 Nothing in this Agreement shall be construed to be contrary to the provisions of the California Education Code.

42400 Reduction or elimination of employee benefits which are brought about by the amendment or repeal of guarantees contained in this Agreement, shall require the impact of the item or items to be added as an additional reopener when negotiations resume.

42500 Either party may request the formation of a joint labor-management advisory committee of limited term duration to investigate issues that directly impact the working conditions of employees. Any resultant recommendations on mandatory subjects of negotiations shall be referred to the District and the Association bargaining teams for future consideration and possible action.

42600 The parties acknowledge that processes exist within this Agreement for sites to implement waivers of specific contract provisions. It is the intent and responsibility of both parties to involve and inform the governing bodies and/or officials of the Association and the District prior to consideration and implementation of such waivers.

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ARTICLE 43000
DISTRICT RIGHTS

The District reserves all rights not specifically limited in this Agreement.

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ARTICLE 44000
SAVINGS PROVISION

If any provisions of this Agreement are held to be contrary to law by new legislation, by a court of competent jurisdiction or governmental administrative agency having authority over the provisions, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.
ARTICLE 45000
SIGNATURES

The SJUSD and SJTA bargaining teams jointly submit this Agreement to the parties for ratification.

/s/ Nancy Albarrán
   Assistant Superintendent
   Instructional Services

/s/ María Armas-González
   Fourth Grade Teacher
   Bachrodt Academy

/s/ Deborah Baker
   Executive Director
   San José Teachers Association

/s/ Patrick Bernhardt
   Mathematics Teacher
   Pioneer High School

/s/ Dane Caldwell-Holden
   Principal
   Learning Options

/s/ Kristen Chappelle
   Second Grade Teacher
   Graystone Elementary

/s/ Gregory J. Dannis
   Legal Counsel
   Dannis Woliver Kelley

/s/ Jodi Lax
   Director
   Curriculum, Instruction, & EL Services (PreK-5)

/s/ James H. Marshall
   Science Teacher
   Castillero Middle School

/s/ Shannon McGee
   Principal
   Willow Glen Middle School

/s/ Melissa Mohamed
   Principal
   Hacienda Elementary School

/s/ Karen K. Sauer
   Autism Resource Program Teacher
   Lowell Elementary

/s/ Jennifer Thomas
   President
   San José Teachers Association

/s/ Lori van Gogh
   Director
   Finance

/s/ Jason Willis
   Assistant Superintendent
   Community Engagement & Accountability

Date: April 22, 2013
IN WITNESS WHEREOF, the parties to this Agreement have caused these Articles and Appendices to be executed by their agents hereunto duly authorized:

For San Jose Unified School District: 

/s/ 
Pamela Foley 
President, Board of Education

/s/ 
Dr. Vincent Matthews 
Superintendent of Schools

Date: June 3, 2013

For San Jose Teachers Association:

/s/ 
Jennifer Thomas 
President

/s/ 
Clare Maeda 
Secretary

Date: June 3, 2013
APPENDIX A – SALARY FORMULA

I. AGREEMENT AND PURPOSE

The following Core Salary Formula and Supplemental Salary Formula, collectively the “Salary Formula” reflect the parties’ agreement to determine SJTA unit members’ salaries based on a fair share of District revenues and to acknowledge the need for the continuing fiscal integrity and vitality of the District. The parties’ paramount intent in enacting this Salary Formula is to address unit member compensation and working conditions based upon the unit’s agreed upon fair share of revenues which flow into the District annually.

Accordingly, the intent of the Salary Formula is to base the unit’s fair share on revenue of the kind which is appropriate and prudent to utilize for providing ongoing salary increases as opposed to revenue which is designated for specific purposes, unless otherwise contained in this Appendix, or one-time revenue. In this regard, the parties acknowledge that many aspects of school district financing are not completely predictable from year to year; therefore, as circumstances change regarding funding models and allocations to the District, it is the parties’ intent to adjust the Salary Formula to meet such changes in a manner consistent with the intent stated above.

For subsequent years of this Agreement, all dates referred to in this Appendix shall be updated accordingly to refer to the year to which the Salary Formula is applied.

II. CORE SALARY FORMULA

Commencing with the 2015-2016 school year, the salary schedule shall be improved during the term of this agreement, according to the following formula:

1. Determine the dollar amount of the Core Formula Revenue for the 2014-2015 fiscal year based initially on the District’s adopted budget, accordingly revised based on the District’s unaudited actuals report, subsequently revised accordingly based on the District’s first interim report, and finally revised accordingly based on the District’s second interim report. Core Formula Revenue is defined as follows:
   a. Local Control Funding Formula (LCFF) base grant revenues
   b. LCFF grade span adjustment revenues, currently the K-3 grade span adjustment and the 9-12 grade span adjustment
   c. special education revenues

2. The unit’s fair share of the Core Formula Revenues each year for the term of this Agreement shall be fifty-eight and forty-five hundredths percent (58.45%).
   a. The parties acknowledge that, unlike the fair share percentage under the previous revenue limit-based Formula, the initial fair share percentages under this LCFF-based Formula are not based on an historical trend of annual calculations. Therefore, either party may request to revisit and potentially change these percentages through the Salary Formula Review Committee as set forth in section VII during the term of this Agreement (as well as during successor negotiations). Notwithstanding section VII(3), however, any proposed changes in this percentage during the term of this Agreement shall be subject to negotiations and ratification by the parties.

3. Multiply the 58.45% fair share figure by the Core Formula Revenue determined in step 1 above. The resulting amount shall be the unit’s fair share of core revenue that shall be allocated to the unit pursuant to the remaining steps of this formula.

4. Calculate the 2014-2015 total cost of unit member salaries paid for by Core Formula Revenue, including the cost of all FTEs hired based on negotiated general education staffing ratios, all FTEs hired based on
negotiated special education staffing ratios, all extracurricular stipends paid to unit members based on negotiated allocations, all costs associated with the one-time, lump-sum payments per section 32200, an additional core FTE allocation of 1.0 FTE for every 155 enrolled general education students, and 1.0 FTE for every 175 enrolled special education students.

a. The additional core FTE allocation shall be discussed by the Salary Formula Review Committee per section VII (3) of this Appendix.

5. Calculate the 2014-2015 total cost of unit member statutory benefits paid for by Core Formula Revenue (STRS/PERS, workers’ compensation, unemployment insurance, Medicare, social security and income protection as examples).

6. Add the total cost calculated in step 4 and step 5 to determine the total core unit cost and subtract this amount from the fair share of Core Formula Revenue calculated in step 2. Divide this difference by the cost of 1% to determine the salary schedule increase. This cost of 1% is calculated by multiplying the total core unit cost by 1%.

7. The 2015-2016 salary schedule shall be increased by the percentage figure derived in step 6, unless the District and the Association agree to an alternate allocation, such as reducing staffing ratios, increasing the base salary, increasing the longevity step, or addressing any other provisions of the Agreement related to workload.

8. Consistent with the statements of intent contained in this Appendix, the parties agree that the Salary Formula is not intended to place unintended financial obligations on the District when circumstances affecting District revenues change in a manner that is unforeseeable to, or outside the control of the District. Therefore, and in order to effectuate this intent, the parties agree that calculations and distributions of payments under the Salary Formula shall be implemented as follows:

a. The District’s final computations and supporting data for the 2014-2015 school year shall be provided to the Association on or about June 1, 2015. SJTA will have twenty (20) work days to concur or disagree with the District computations. Any disagreement shall constitute an immediate reopener in accordance with section 4110 of this Agreement.

b. The 2015-2016 salary schedule increase generated by the parties’ agreement to the final June 2015 Core Formula calculations shall be implemented by the first paid service day of the 2015-2016 work year or as soon as practicable and retroactive to the first paid service day of the 2015-2016 school year.

9. All agreements between the parties concerning the implementation of the Salary Formula in any year will be reduced to writing and signed.

III. SUPPLEMENTAL SALARY FORMULA

The parties anticipate that the sources of LCFF revenue not covered in the Core Salary Formula are more susceptible to variability due to changing economic conditions and other LCFF factors such as identified student populations. The parties therefore believe it is imprudent to base ongoing salary increases on those funds. These funds are therefore included in this supplemental formula, which shall determine how many positions can be paid for by the supplemental formula revenues. Commencing with the 2015-2016 school year, a minimum share of the District’s LCFF supplemental and concentration grant revenues shall be allocated to bargaining unit positions according to the following formula.

1. Determine the dollar amount of the Supplemental Formula Revenue for the 2014-2015 fiscal year based initially on the District’s adopted budget, accordingly revised based on the District’s unaudited actuals report, subsequently revised accordingly based on the District’s first interim report, and finally revised
accordingly based on the District’s second interim report. Supplemental Formula Revenue is defined as follows:

a. LCFF supplemental grant revenues  
b. LCFF concentration grant revenues  
c. Targeted Instructional Improvement Block Grant (TIIG) revenues  
d. all state and federal grants that fund unit member positions as determined by the Formula Review Committee per section VII(3) of the Appendix

2. The unit’s fair share of the Supplemental Formula Revenues each year for the term of this Agreement shall be eighteen and ninety-four hundredths percent (18.94%).

a. The parties acknowledge that, unlike the fair share percentage under the previous revenue limit-based Formula, the initial fair share percentages under this LCFF-based Formula are not based on an historical trend of annual calculations. Therefore, either party may request to revisit and potentially change these percentages through the Salary Formula Review Committee as set forth in section VII during the term of this Agreement, as well as during successor negotiations. Notwithstanding section VII(3), however, any proposed changes in this percentage during the term of this Agreement shall be subject to negotiations and ratification by the parties.

3. Multiply the 18.94% fair share figure in step 2 above by the Supplemental Formula Revenue determined in step 1 above. The resulting amount shall be the unit’s fair share of supplemental revenue that shall be allocated to the unit pursuant to the remaining steps of this formula.

4. Calculate the 2014-2015 average cost per FTE in the Core Salary Formula by taking the unit’s fair share of Core Formula Revenue calculated in section II, step 3 and dividing by the total number of FTEs included in section II, step 4.

5. Calculate the number of 2015-2016 supplemental FTEs to be funded by the Supplemental Salary Formula by dividing the unit’s fair share calculated in section III, step 3 by the average cost per FTE calculated in section III, step 4.

6. The intended allocation of FTEs funded by the Supplemental Salary Formula shall be discussed by the Salary Formula Review Committee per section VII (3) of this Appendix.

IV. RESOLVING A NEGATIVE SALARY FORMULA OUTCOME IN A SINGLE YEAR

The Salary Formula is intended to establish balance and stability regarding District expenditures and revenues; to provide fair compensation increases to the bargaining unit; and to maintain the fiscal viability of the District through a sharing of what normally is increased revenue from the state. When such revenue is flat, decreases, or inappropriately falls within or outside the definition of Salary Formula revenue because of unforeseen state funding schemes, the stability and ongoing viability of the Salary Formula is threatened. The purpose of this section is to clarify aspects of how the Salary Formula may be implemented in times of budgetary uncertainty.

1. The Salary Formula shall not be used to implement a decrease in the salary of teachers, unless the Association agrees in writing.

2. If the Salary Formula is projected to produce a negative number (dollar amount), the parties shall meet and confer immediately over all possible options to mitigate the problem, including adjusting step and column increases, modifying staffing ratios, or reducing other expenses in the Salary Formula. In order to preserve the parties’ options, annual step and column increases shall not be implemented until the Salary Formula is calculated. If the Salary Formula does not produce a negative number, then step and column increases will be paid retroactively to July 1.
3. If the Salary Formula produces a negative number in any year of this Agreement, the Association and District may decide to modify staffing ratios rather than apply the funds to the salary schedule.

4. If the parties are unable to agree on steps to mitigate a negative number in #2 above, they shall submit the issue to the CAC within twenty (20) work days. If the CAC is unable to resolve the issue within ten (10) work days, CAC will ask the state to provide a mediator. If mediation is not successful in resolving the issue, the mediator will make a recommendation to the parties limited to the modification of staffing ratios and/or other provisions related to workload. The parties shall have ten (10) work days to consider the recommendation. If a mutually acceptable settlement is not possible, the superintendent may make a recommendation limited to staffing ratios to the Board of Education. Before the Board of Education acts on the issue, SJTA will have an opportunity to present its position and reasoning to the Board of Education in public session. The Board of Education may impose changes in ratios and/or workload within the scope of options contained in the Superintendent’s recommendation and SJTA’s presentation in a manner otherwise consistent with the terms of this agreement.

V. RESOLVING A NEGATIVE SALARY FORMULA OUTCOME OVER MULTIPLE YEARS

The purpose of this section is to allow the parties to avoid automatic Salary Formula adjustments when such adjustments are likely to be countermanded in the succeeding year.

1. Positive Year to Negative Year – Multi-Year Implementation
   a. The parties do not wish to maintain the annual self-executing nature of the Salary Formula if the result thereof is to require implementation of a salary increase in one (1) year (“positive year”) when it is reasonably foreseeable that application of the Salary Formula in the succeeding year will result in a negative number, thereby requiring a reduction in bargaining unit expense per section IV and the disruption inherent therein (“negative year”).
   b. Instead, the parties prefer to implement the Salary Formula on a multi-year basis, such that implementation of the positive year deferred in whole or in part in and applied accordingly in the succeeding negative year to mitigate or completely offset the negative number in such negative year and the extent or necessity of implementing section IV.

2. Negative Year to Positive Year – Multi-Year Implementation
   a. Conversely, the parties do not wish to maintain the annual self-executing nature of the Salary Formula if the result thereof is a negative number, thereby requiring a reduction in bargaining unit expense per section IV in one (1) year and the disruption inherent therein (“negative year”), when it is reasonably foreseeable that application of the Salary Formula in the succeeding year will result in a positive number (“positive year”), thereby requiring implementation of a salary increase.
   b. Implementation of section IV in the negative year is deferred in whole or in part and applied accordingly in the succeeding positive year such that the negative number and the need to implement section IV in such positive year can be mitigated or completely offset.

3. Therefore, on an annual basis and for the term of this Agreement, the parties shall determine, through the Salary Formula Review Committee pursuant to section VII, whether the Salary Formula shall be implemented annually or on a multi-year basis based solely on the circumstances described above. If agreement is not reached through this committee, the process set forth in section IV, shall be followed, i.e., CAC, mediation, recommendations to the Board of Education and Board decision.
   a. The sole issue to be resolved through this process under the circumstances described in paragraph 1 above shall be whether the Salary Formula is to be implemented annually or on a multi-year
basis as described in paragraph 1 above.

b. The sole issue to be resolved through this process under the circumstances described in paragraph 2 above shall be whether the Salary Formula is to be implemented annually or on a multi-year basis as described in paragraph 2 above.

c. The provisions of section IV shall apply in full force until and unless the process described in paragraph 3 above achieves a different result.

VI. EXCLUSIONS FROM THE SALARY FORMULA

If the District unilaterally chooses to add or expand programs by allocating FTE not specifically included in this Appendix, the costs associated with additional FTE for such addition or expansion of programs shall not be included as a bargaining unit expense in any section of this Appendix.

The costs associated with paying Model Teacher and Master Teacher Leader stipends shall not be included as a bargaining unit expense in any section of this Appendix, unless mutually agreed to otherwise by the parties.

Compensation paid to unit members beyond that specifically included in this Appendix shall not be included as a bargaining unit expense under the terms of any section of this Appendix.

VII. SALARY FORMULA REVIEW COMMITTEE

All aspects of this Appendix, as well as all calculations resulting from this Appendix, shall be jointly monitored by the Salary Formula Review Committee.

1. The Salary Formula Review Committee members shall be:

   a. the District’s Chief Business Officer
   b. the District’s Director of Finance
   c. up to three (3) additional members appointed by the Superintendent
   d. Association President
   e. Association Bargaining Chair
   f. up to three (3) additional members appointed by the Association President

2. The Salary Formula Review Committee shall meet as soon as possible following the Board of Education’s adoption of the District’s:

   a. adopted budget
   b. unaudited actuals report
   c. first interim report
   d. second interim report

   The Salary Formula Review Committee shall additionally meet for the final computations and supporting data per section II. (8) (a) of this Appendix as well as necessary as determined by the committee itself.

3. The District shall consult with the Association regarding the intended allocation of additional core FTEs under section II. (4) and supplemental FTEs under section III. (5) of this Appendix. Any disagreements shall be referred to the CAC for resolution. If CAC is unable to come to an agreement, it shall constitute an immediate reopener in accordance with section 4110 of this Agreement.
**EXAMPLE SALARY FORMULA CALCULATION**

### APPENDIX A – SALARY FORMULA

#### II. CORE SALARY FORMULA

<table>
<thead>
<tr>
<th>Step</th>
<th>Formula</th>
<th>Description</th>
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<td>CORE FORMULA REVENUE:</td>
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<tr>
<td>A</td>
<td>LCFF Base Grant</td>
<td>$200,440,815</td>
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</tr>
<tr>
<td>B</td>
<td>LCFF Grade Span Adjustment</td>
<td>$9,663,763</td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>Special Education</td>
<td>$15,708,251</td>
<td></td>
</tr>
<tr>
<td>D</td>
<td>Total (A+B+C)</td>
<td>$225,812,829</td>
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</tr>
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</table>

**FAIR SHARE RATIO**

- **Step 2**: Fair Share Ratio E = 58.45%

**Step 3**: Total Core Formula Rev (D*E) = $131,987,599

#### III. COST OF UNIT SALARIES

<table>
<thead>
<tr>
<th>Step 4</th>
<th>14/15 Budgeted</th>
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</thead>
<tbody>
<tr>
<td>G</td>
<td>Gen'l Ed Staffing Ratios</td>
</tr>
<tr>
<td>H</td>
<td>Spec Ed Staffing Ratios</td>
</tr>
<tr>
<td>I</td>
<td>Extracurricular Stipends (App F)</td>
</tr>
<tr>
<td>J</td>
<td>One-time payout (32200)</td>
</tr>
<tr>
<td>K</td>
<td>Add'l Core FTE</td>
</tr>
<tr>
<td>L</td>
<td>Total (G+H+I+J+K)</td>
</tr>
</tbody>
</table>

#### IV. COST OF UNIT STAT BENEFITS

| Step 5 | Stat Benefits | $13,356,037 | 1576.5 |

**TOTAL CORE UNIT COST**

| Step 6 | Total Cost of Unit Salaries | $114,827,868 |
|--------| Total Cost of Unit Stat Benefits | $13,356,037 |
|        | Total (I+M) | $128,183,905 | 1576.5 |

#### V. COST OF 1% FOR UNIT MEMBERS

| Step 7 | Total Core Formula Revenue | $131,987,599 |
|--------| Total Core Unit Cost | $128,183,905 | 1576.5 |
|        | Over/Under (E+N) | $3,803,694 |
|        | Cost of 1% (N*0.01) | $1,281,839 |

#### VI. COST OF LIVING ADJUSTMENT (COLA)

| Step 7 | Over/Under divide Cost of 1% | Q/P = 3.0% |
|--------| COLA | 3.0% |

#### III. SUPPLEMENTAL SALARY FORMULA

<table>
<thead>
<tr>
<th>Step 1</th>
<th>SUPPLEMENTAL FORMULA REVENUE</th>
</tr>
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<tbody>
<tr>
<td>R</td>
<td>LCFF Supplemental</td>
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<tr>
<td>S</td>
<td>LCFF Concentration</td>
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<tr>
<td>T</td>
<td>TIIG</td>
</tr>
<tr>
<td>U</td>
<td>Other State/Federal Grants</td>
</tr>
<tr>
<td>V</td>
<td>Total (R+S+T+U)</td>
</tr>
</tbody>
</table>

**FAIR SHARE RATIO**

- **Step 2**: Fair Share Ratio W = 18.94%

**Step 3**: Total Supp Formula Rev (V*E) = $9,463,532

#### VII. AVERAGE COST PER FTE

| Step 4 | Total Core Formula Revenue | $131,987,599 |
|--------| Total Number of Unit FTEs | 1,576.5 |
| Y      | Average Cost Per FTE (F/L) | $83,725 |

#### VIII. SUPPLEMENTAL FTE

| Step 5 | Total Supp Formula Revenue | $9,463,532 |
|--------| Average Cost Per FTE (Y)   | $83,725    |
|        | Total Supplemental FTE (W/X) | 113.0 |
### APPENDIX B
SAN JOSE UNIFIED SCHOOL DISTRICT
SAN JOSE TEACHERS ASSOCIATION
2015-2016 SALARY SCHEDULE
186 DAYS

<table>
<thead>
<tr>
<th></th>
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</tr>
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<td>XIV</td>
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<td>69,473</td>
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### Initial Placement for Experienced Teachers
Per Section 36540 of CBA: Initial placement on a row within a column shall not exceed Row 24 in Column I (Probationary), except as provided in Section 36542, and shall be determined by the base salary earned by the employee in a position with similar responsibilities and adjusted by the 2005 NCESS School District CWI for outside-of-area employees.

### Initial Placement in Identified Need Areas
Per Section 36542 of CBA: The District may adjust the initial step placement of new employees in identified need areas in order to recruit/retain employees in said need areas. Current areas of need are: special education, mathematics, and science.

### Health and Welfare Benefits
SJUSD provides comprehensive health and welfare benefits. These benefits are available to single, full-time employees with no out-of-pocket premiums. Full-time employees who also insure one dependent are required to pay premiums of $1,200 per year. Full-time employees who also insure two or more dependents are required to pay premiums of $2,400 per year. Employees who work less than full-time but at least 75% are eligible for benefits with pro-rated premiums.

### Other Benefits Paid by the District
- 10.73% STRS
- 1.45% Medicare
- 0.27% Income Protection
- 0.05% Unemployment Insurance
- 1.25% Workers Compensation
- **13.75% TOTAL**

### Base Benefits
- Core Step: 2,686
- Longevity Step: 895

Masters Stipend: 2,576
Doctorate Stipend: 2,576
Nat'l Board Stipend: 2,576
### APPENDIX C
SAN JOSE UNIFIED SCHOOL DISTRICT
2015-2016 EARLY CHILDHOOD EDUCATION SALARY SCHEDULE
186 DAYS

<table>
<thead>
<tr>
<th>Years Exp</th>
<th>Class A 2 yrs college or less</th>
<th>Class B +75 sem units</th>
<th>Class C +90 sem units</th>
<th>Class D +105 sem units</th>
<th>Class E Credential</th>
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<tr>
<td>1</td>
<td>29,428</td>
<td>31,058</td>
<td>32,688</td>
<td>34,318</td>
<td>35,948</td>
</tr>
<tr>
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<td>35,948</td>
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<td>7</td>
<td></td>
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<td>45,728</td>
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Base 29,428
Core Step 1,630
APPENDIX E
GENERAL PROCEDURES FOR FILLING DISTRICT VACANCIES

This Appendix will be implemented consistent with the provisions of Ed Code Section 35036.

(1) MARCH: Recommendations for conversion of employees from temporary to probationary status are due to Human Resources (see Sections 30400). These are recommendations only. Human Resources will not approve or process status changes until available positions are confirmed.

(2) BEFORE MARCH 15: Sites send Personnel Request forms (Postings) for vacancies to Human Resources for vacancies created by:
   - Known non-reelects
   - Known retirements and resignations
   - Known leaves of absences
   - Known changes in FTE allocation
   - Temporary teachers

(3) BEGINNING MID-MARCH OR EARLIER: For a five-day period Human Resources posts vacancies created by the list in (2) above. Interviews may occur immediately following this five-day period.

(4) BEGINNING MID-MARCH AND PRIOR TO APRIL 16: Interviews for First Round Vacancies as created above. The only people who can interview for these positions are:
   - Current District employees
   - Current District employees returning from leaves of absence
   - Applicants from the Eligibility Pool for high areas of need as determined by the CAC and approved by the Board of Education
   - Current District employees requesting a voluntary transfer
   - Current District employees whose current assignment has been eliminated

   Schools MUST interview qualified employees from the groups listed above who meet the filing deadlines.

(5) PRIOR TO APRIL 16: The following candidates shall be placed prior to any other candidates based on their three top choices from the remaining openings:
   - Current District employees and applicants listed in (4) above
   - Current District employees receiving involuntary transfers
   - Applicants who have received Early Contracts

   In the event that there are two (2) or more appropriate candidates, the employee with the most seniority according to district employment data shall be placed.

(6) AFTER APRIL 15: Open Round of Interviews. Principals may rehire a temporary employee for his or her current position on the basis of a conference held between the principal or designee and the temporary teacher. Principals may continue to interview all qualified candidates.

All qualified District employees must be given the right to interview, along with outside candidates, if they have filed by the appropriate deadline.
APPENDIX F
EXTRACURRICULAR STIPENDS

1. Stipends for High School Athletic Coaches

High School Athletic Coaching Stipends

<table>
<thead>
<tr>
<th>Level</th>
<th>Stipend</th>
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<tbody>
<tr>
<td>A</td>
<td>$4,302</td>
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<tr>
<td>B</td>
<td>$3,233</td>
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<tr>
<td>C</td>
<td>$2,164</td>
</tr>
<tr>
<td>D</td>
<td>$1,616</td>
</tr>
</tbody>
</table>

(a) The high school athletic coaching stipends shall be modified annually by the same percentage that is applied to the salary schedule.

(b) Each of the six (6) comprehensive high schools shall receive a base allocation of fourteen (14) athletic coaching stipends. Additional stipends for an academic year shall be awarded based upon the P2 enrollment at that site during the previous school year. Each school shall receive one additional stipend for every fifty (50) students, or fraction thereof, up to a maximum of forty-four (44) total stipends (14 base stipends plus 30 stipends for enrollment).

(c) A high school’s stipend allocation shall be equally distributed among the four levels. If equal division is not possible, the remainder will be allocated to the least expensive stipends first.

(d) In the spring the principal and athletic director at each site shall develop a proposal to allocate the school’s athletic coaching stipends for the next academic year. The proposal must be approved by the designee of the superintendent, who will ensure it complies with state and federal law.

(e) Athletic coaching stipends can be paid only to individuals coaching a CIF-sanctioned sport in an interscholastic league.

(f) Principals and athletic directors shall take into consideration a variety of factors when determining the number and level of stipends to allocate to a sport. These factors shall include but not be limited to: the number of students the coach must supervise; the length of the competition season; the number of off-campus events the coach must attend; the cumulative distance the coach must travel to off-campus events; and the experience, training and qualifications of the coach.

2. Stipends for High School Extracurricular Activities

High School Extracurricular Stipend: $1,616

(a) The high school extracurricular stipend shall be modified annually by the same percentage that is applied to the salary schedule.

(b) Each of the six (6) comprehensive high schools shall receive a base allocation of fourteen (14) extracurricular stipends. Additional stipends for an academic year shall be awarded based upon the P2 enrollment at that site during the previous school year. Each comprehensive high school with more than 900 students shall receive one additional stipend for every 100 additional students, or fraction thereof, above 900. No school will receive more than 21 stipends (14 base stipends plus 7 stipends for enrollment).

(c) Broadway High School will be allocated one (1) stipend for every 100 students, or fraction thereof, up to a maximum of six (6) stipends.
In the spring the principal at each site shall develop a plan to allocate the school’s extracurricular stipends for the next year. The faculty shall have opportunity to provide input and recommendations to the principal, who will make the final decision.

Extracurricular stipends are to be given to the advisors of the extracurricular programs to compensate them for duties that exceed their normal job descriptions. Only current or retired SJTA bargaining unit members shall be eligible for extracurricular stipends, and these stipends shall be paid only for activities that involve student contact.

Stipends can be paid for a year of work, for a semester of work, or for a specific, defined activity, such as the production of a school play.

3. Stipends for Middle School Extracurricular Activities

Middle School Extracurricular Stipend: $1,616

(a) The middle school extracurricular stipend shall be modified annually by the same percentage that is applied to the salary schedule.

(b) Each of the six (6) comprehensive middle schools shall receive four (4) extracurricular stipends.

(c) Each of the two (2) K-8 middle schools shall receive one (1) extracurricular stipend.

(d) In the spring the principal at each site shall develop a plan to allocate the school’s extracurricular stipends for the next year. The faculty shall have opportunity to provide input and recommendations to the principal, who will make the final decision.

(e) Extracurricular stipends are to be given to the advisors and/or coaches of the extracurricular programs to compensate them for duties that exceed their normal job descriptions. Only current or retired SJTA bargaining unit members shall be eligible for extracurricular stipends, and these stipends shall be paid only for activities that involve student contact.

(f) Stipends can be paid for a year of work, for a semester of work, or for a specific, defined activity, such as the production of a school play.

(g) During the 2013-2014 school year, one-third of the cost of Middle School Extracurricular Activities Stipends shall be considered bargaining unit expenses under Appendix A-1. During the 2014-2015 school year, two-thirds of the cost of Middle School Extracurricular Activities Stipends shall be considered bargaining unit expenses under Appendix A-1. During 2015-2016 school year and thereafter, the full cost of Middle School Extracurricular Activities Stipends shall be considered bargaining unit expenses under Appendix A-1.
APPENDIX G
OTHER COMPENSATION

The rates in this appendix will be used to compensate employees when they perform extra duty beyond the normal responsibilities required by this Agreement. When an employee voluntarily accepts compensated extra duty, the work is done in addition to the duties of the professional day, as defined in Article 9000. It is the intent of both the District and the Association that these rates be applied consistently across the district. Whenever inconsistency occurs or a new extra duty opportunity is established, CAC will determine which of the following rates will apply.

1. Hourly Per Diem
   (a) An hourly per diem shall be based upon a 1.0 FTE annual salary at the employee’s step and column, including all of the employee’s add-ons. To calculate an hourly per diem, divide the annual salary by the number of workdays in a year and then divide by five.
   (b) An employee shall be paid this rate to provide instruction during a school’s student-attendance day but beyond the contact minutes defined in Article 9000.
   (c) An employee shall be paid this rate to provide instruction outside the work year as defined in Article 20000.
   (d) Work paid at this rate includes, but is not limited to:
       • Teaching an extra period (i.e., an extra 0.2 FTE)
       • School-wide extended day
       • Extended year or summer school classes
       • Credit recovery classes

2. Certificated Hourly Rate
   (a) The certificated hourly rate for all employees will be the hourly per diem rate for Column II, Row 15 on the Appendix B-2 Salary Schedule.
   (b) An employee shall be paid this rate to provide professional development or training to adults as requested by a supervisor when such work is outside the employee’s regular job responsibilities.
   (c) An employee shall be paid this rate to develop curriculum and/or assessments at the direction of a supervisor when such work is outside the employee’s regular job responsibilities.
   (d) An employee shall be paid this rate to provide instruction outside a school’s student-attendance day and beyond the contact minutes defined in Article 9000.
   (e) Work paid at this rate includes, but is not limited to:
       • Leading professional development workshops
       • Small-group instruction
       • After-school intervention classes

3. Basic Hourly Rate
   (a) The basic flat hourly rate for all employees will be $35 per hour.
   (b) An employee shall be paid this rate to provide additional services that require minimal preparation and support.
   (c) Work paid at this rate includes, but is not limited to:
       • Homework center or drop-in tutoring
       • Supervision of students (e.g., AIM, Saturday School)
       • Overnight supervision of students, up to a maximum of five hours per night
       • Attending meetings beyond those required in Article 9000
       • Attending professional development activities
       • Prep period coverage
       • Administering tests