

TENTATIVE AGREEMENT BETWEEN
SAN JOSE UNIFIED SCHOOL DISTRICT AND
SAN JOSE TEACHERS ASSOCIATION

ARTICLE 11000 – LEAVES

NOTE: This proposal corrects a typographical error that was made when amending this article to conform to the text that was ratified in 2009.

Delete existing sections as follows:

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 11133.2 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.

~~11133 Imminent danger to the home of an employee occasioned by a factor such as flood or fire, serious in nature, which under the circumstances, the employee cannot reasonably be expected to disregard, and which requires the attention of the employee during her/his assigned hours of service.~~

~~11134 Personal necessity is defined as an unforeseen combination of circumstances which calls for immediate action. It is a situation which is unavoidable or indispensable. See Section 11320 for examples not considered to be instances of Personal Necessity.~~

~~11135 Compelling Personal Importance: Three (3) days of Compelling Personal Importance leave may be utilized at the discretion of the employee for the following reasons: (1) Religious Holidays, (2) Graduation Exercises, (3) Appearance in court as a litigant, (4) Delivering or retrieving a spouse from the hospital, and (5) Adoption proceedings.~~

~~11136 Each certificated employee desiring to use leave as permitted in this section must complete and submit within five (5) work days after returning from the leave, the Certificated Employee District Leave Form to the Director of Human Resources or her/his designee. The specific nature of the Personal Necessity/ Compelling Personal Importance must be indicated. Requests of a personal or confidential nature may be presented orally to the Director of Human Resources or her/his designee.~~

~~11136.1 Four (4) days per year of the seven (7) days of personal necessity leave may be utilized at the discretion of the employee. These days may not be used for concerted activities, the day before or after a holiday or vacation period, or for any compensated activities.~~

For SJUSD:

/s/
Nancy Albarrán

/s/
Gregory J. Dannis

For SJTA:

/s/
Patrick Bernhardt

/s/
Deborah Baker

TENTATIVE AGREEMENT BETWEEN
SAN JOSE TEACHERS ASSOCIATION
TO SAN JOSE UNIFIED SCHOOL DISTRICT

ARTICLE 11140 – BEREAVEMENT &
ARTICLE 37600 – BENEFITS (DOMESTIC PARTNERS)

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.

~~Domestic partners are defined as two individuals who have chosen to share one another's lives in a committed relationship of mutual caring. The employee(s) must sign an annual Declaration of Domestic Partners, normally at the beginning of each school year, on the form in Appendix Q1 in order to qualify for the benefits of this paragraph. To terminate a domestic partnership, the employee must complete and submit the form listed in Appendix Q2.~~

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 11142 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 11143 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.

...

37600 Domestic partners are defined as two individuals who have chosen to share one another's lives in a committed relationship of mutual caring.

37610 Domestic partners are entitled to all benefits extended to spouses under this Agreement and/or District policy.

37620 To declare or rescind a domestic partnership, the employee(s) must complete and submit the appropriate form to Human Resources.

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Delete in their entirety:

Appendix Q-1 & Appendix Q-2

For SJUSD:

/s/
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/s/
Gregory J. Dannis

For SJTA:

/s/
Patrick Bernhardt

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Deborah Baker

TENTATIVE AGREEMENT BETWEEN
SAN JOSE TEACHERS ASSOCIATION
TO SAN JOSE UNIFIED SCHOOL DISTRICT

ARTICLE 11190 & 11200 – CONFERENCE ATTENDANCE

11100 With Compensation

...

11190 Conference Attendance

11191 Conference/Convention Attendance for Officers of State or National Education Associations

~~Absence for officers of state or national education associations or societies to attend meetings or conventions where the activities or purposes of the organizations serve to advance the welfare of all schools through the upgrading and strengthening of the teaching profession, may be granted upon request of the employee and with the approval of the Director of Human Resources without loss of pay to the employee and without travel expense to the District.~~

11192 Other Conference Attendance

~~If monies are made available for conference attendance, the following regulations shall govern the attendance of certificated personnel at educational conferences.~~

~~11192.1 Each secondary school attendance area shall have a Conference Review Committee whose purpose shall be to review employee applicants who are petitioning for attendance at educational conferences.~~

~~11192.2 Those selected for conference attendance shall file a report with the area committee and be responsible for reporting to their local school, grade level and/or department.~~

~~11192.3 Employees other than those authorized to represent the District may petition the Superintendent to attend educational conferences.~~

~~11192.4 Each secondary school area shall be responsible for convening a committee composed of a representative from each school in its attendance area. This committee shall be charged with establishing procedures, guidelines, and reporting activities for employees applying for attendance at an educational conference. Amounts set aside for conference attendance shall be distributed to each attendance area on the basis of current ADA by the Director of Human Resources.~~

~~11192.5 Guidelines from each area and nominees for conference attendance shall be submitted to the Director of Human Resources for consideration.~~

11200 With Partial Compensation

11210 Other Conference Attendance Absences

~~Leaves of absence may be granted to attend conferences or conventions related to education upon the recommendation of the Director of Human Resources when the following criteria have been met:~~

~~11211 A request to attend such meetings has been submitted to Director of Human Resources as far in advance of the desired absence as possible;~~

~~11212 The employee has not been granted such a leave two (2) years prior to the request;~~

~~11213 The leave will not extend longer than five (5) work days in duration;~~

~~11214 The employee requesting the leave is an officer of the organization, either national, state, or local group; or~~

~~11215 The employee requesting such leave shall have as her/his sole purpose to represent educational interests.~~

~~11220 The certificated employee will receive the difference between her/his salary and the salary paid her/his substitute. A deduction equivalent to the amount normally paid a substitute will be deducted from the employee's wages even though a substitute may not be employed or required (Education Code, Section 44977).~~

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.

11223 The total time granted to any one employee for such leaves shall not exceed six (6) work days in any one work year.

For SJUSD:

/s/
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TENTATIVE AGREEMENT BETWEEN
SAN JOSE TEACHERS ASSOCIATION
TO SAN JOSE UNIFIED SCHOOL DISTRICT

ARTICLE 11300 – LEAVE WITHOUT COMPENSATION &
11400 – SABBATICAL LEAVE

11300 Without Compensation

11310 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 ~~certified~~ employee's daily rate of pay shall be charged against the annual salary for all voluntary absences.

11320 Child Care Leave

~~A certificated employee shall be entitled, upon written request to the Director of Human Resources, to a leave to commence upon the birth or adoption of a child or upon termination of the utilization of the benefits granted under the Rules and Regulations for Pregnancy or Recovery from Pregnancy (see Section 11120) for a period of one (1) year. Beyond the first year in which the child is born, or adopted, the certificated employee is eligible for leave the following school year. Refer to section 11600 for Family Leave and section 11700 for Maternity.~~

11321 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).

11322 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.

11323 The provisions of Articles 11334, 11335, 11336, and 11337 shall apply to Child Care Leaves.

11324 Additional information about relevant benefits can be found in Article 11600 (Family Leave) and Article 11700 (Maternity).

11330 General Employee Leave of Absence Policy

~~11331 One year leave – possible renewal for a second year. Any regular certificated employee, upon the recommendation of the Superintendent, may be granted a leave of absence without pay for (1) Educational Improvement, (2) Exchange Teaching, (3) Foreign Service in Government Sponsored Projects, (4) Peace Corps assignment, or (5) Health Purposes. Such leaves, if granted, will be for not less than a semester or more than a year. An extension of the leave may be granted when it is determined that in so doing an advantage will accrue to the District. Under the rule governing leaves for the above purposes, the certificated employee must sign an agreement that the Superintendent 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 Superintendent 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 Superintendent will remind the employee of this obligation by registered letter. Such leaves will be approved not more often than once in five (5) years for any one individual.~~

~~11332 One year leave – no renewal. Any regular certificated employee, upon the recommendation of the Superintendent, may be granted a General Leave of Absence. This General Leave of Absence shall not be granted and cannot be used for the purpose of employment in any other public, private, or charter school. The leave shall not last less than one semester or more than one year. Such leaves may be taken for whatever purpose the employee desires. The leave of absence shall be without pay or benefits. Under the rule governing leaves for the above purposes, the certificated employee must sign an~~

~~agreement that the Superintendent will be notified in writing not less than sixty (60) days before expiration date of leave, or before January 15, whichever is earlier, of her/his intention to return. If the Superintendent 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 Superintendent will remind the employee of this obligation by registered letter. Such leaves will be approved not more often than once in five (5) years for any one individual.~~

11331 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.

11332 A General Leave of Absence may be granted at the District's discretion, upon recommendation of the Director of Human Resources.

11333 A General Leave of Absence shall not last less than one semester or more than one year.

11334 Termination of a General Leave of Absence must coincide with the start of a semester.

11335 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.

11336 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 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.

~~11333 No employee of the San Jose Unified School District will be granted a total of more than one leave under Section 11351 or 11352 during any five (5) year period. An exception will be made for child care leave and in cases where an advantage will accrue to the District. Termination of all leaves must coincide with (1) the new school year or (2) the beginning of the second semester.~~

11337 ~~11334~~ Employees returning from a General Leave of Absence ~~leave~~ are assured employment in the San Jose Unified School 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.

11340 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 Sabbatical Absence/Leave

~~Sabbatical leave may be requested after seven (7) consecutive years of service for the purpose of educational improvement and advancement involving study and/or travel. Certificated personnel considering a sabbatical leave should study carefully the appropriate State laws and District policies and regulations. The Sabbatical Leave Agreement is a contract in that, when submitted and approved, it binds a person to a specified course of action. In order to receive compensation under the terms of this Agreement, the applicant must comply with all the provisions herein. Because the sabbatical leave program is considered to be an integral part of the inservice education program of the District, final approval for sabbatical leaves shall be at the discretion of the Board of Education based on potential contribution of the leave to the total educational program of the District. Sabbatical leaves granted shall be in accordance with the following provisions:~~

11410 Objectives of Sabbatical Leaves

~~Sabbatical leaves are approved under State law in the following phrase: "for the purpose of permitting study or travel by said employee which will benefit the schools and the pupils of the District."~~

11420 Distribution of Leaves

Distribution of leaves will be weighed against the following criteria:

11421 Specific purpose of the sabbatical and its value to the District.

11422 Total length of individual's professional service.

11423 Former sabbatical leaves granted individual.

11424 Individual's seniority in the District.

11430 Sabbatical Leave Requirements

11431 Service: Sabbatical leaves must be preceded by at least seven (7) consecutive years of service, and/or other evidence of completion shall be submitted to the Human Resources Office within sixty (60) days after the employee's return to duty, except that if credit is to be claimed for salary classification (or increment), transcripts must be filed in accordance with the salary schedule requirements.

11432 Sabbatical Leaves for Study: A certificated employee shall complete at least twenty four (24) semester units of work during a sabbatical year, not less than eight (8) semester units of which shall be completed during either semester while on such leave. These courses shall be exclusive of correspondence courses. Previous to such leave, the courses must be approved by the Sabbatical Review Committee. A special project or research problem may be substituted for the unit requirements if approved in advance by the Sabbatical Review Committee. Transcripts or other evidence of completion shall be submitted to the Human Resources Office within sixty (60) days after the employee's return to duty, except that if credit is to be claimed for salary classification (or increment), transcripts must be filed in accordance with the salary schedule requirements.

11433 Sabbatical Leaves for Travel: Employees on sabbatical leaves for travel shall remain in travel status at least four and one half (4 1/2) months for each semester of leave granted. The application for leave shall include, in general terms, an itinerary of the proposed travel, together with a statement concerning the proposed objectives of the travel. Upon completion of the leave, and within sixty (60) days of the employee's return to duty, a detailed itinerary and a comprehensive report shall be submitted to the Sabbatical Review Committee, for approval, setting forth the teacher's reactions to the trip and a statement of the benefits received from it.

11434 Sabbatical Leaves for Study and Travel: Employees on sabbatical leave for study and travel shall be on continuous travel status for at least four and one half (4 1/2) months for each semester of leave granted. The applicant for leave shall complete a minimum of twelve (12) semester units of work during the sabbatical year, not less than eight (8) of which shall be completed during a semester. In addition, all other provisions in 11431 and 11432 apply.

11435 Sabbatical Leaves for Individual Projects: In pre planning individual projects, the applicant shall include a detailed plan of the project, a detailed statement of the time to be allocated in the project, the name and position of the supervisor or consultant and a statement that the work to be done in the project will be equivalent in time spent, and in quality of work, to twenty four (24) semester units for a one year sabbatical or twelve (12) units for a half year sabbatical leave. The value of the project and its equivalence to course units shall be evaluated by the Sabbatical Review Committee, consisting of the Associate Superintendent of Instruction, the Director of Human Resources, the appropriate administrators, and three teachers. Evidence of completion of the project shall include a log book or daily journal, slides, photographs or charts to show states of development, verification of completed work by advisor or consultant, and specific evidence of a completed project.

11436 Sabbatical Leave Application: Applications and a planned program of study and/or travel must be submitted to the Human Resources Office by February 1 of the preceding school year.

11437 Length of Sabbatical Leaves: Sabbatical leaves will be granted only for one semester or one year. Sabbatical leaves shall commence with the beginning of the semester.

11438 Compensation while on Sabbatical Leave:

~~11438.1 Compensation while on Sabbatical leaves shall be in accordance with the provisions of the San Jose Unified School District Salary Schedule in effect during the period of the leave.~~

~~11438.2 The rate of pay for a certificated employee on Sabbatical leave shall be seventy five percent (75%) of the annual salary the employee would have received had he/she remained in the service of the District providing he/she completes two semesters of full time study. The certificated employee shall receive fifty percent (50%) of the annual salary if he/she completes a minimum of twelve (12) semester units.~~

~~11438.3 Certificated employees requesting Sabbatical leave shall state on the application whether or not they expect salary payment during the course of the Sabbatical leave. This statement shall constitute final election concerning the Sabbatical leave payment and is not subject to change.~~

(a) ~~Applicants who desire to receive allowances while on Sabbatical leave must furnish a bond or else sign a written contract to return to render at least one (1) year of service for a one semester Sabbatical and two (2) years for a two semester Sabbatical. Bonds shall be filed with the Human Resources Office of the District~~

(b) ~~Applicants who do not desire to receive salary allowance during the time they are on a Sabbatical leave may be paid in two (2) equal installments following each of the two (2) years of service rendered in the employment of this District after their return to duty from the leave of absence.~~

(c) ~~Employment for compensation while on Sabbatical leave is prohibited. This provision does not prohibit the acceptance of scholarships, fellowships, and grants for expenses such as transportation, tuition, books, and supplies.~~

11439 Effect of Sabbatical Leave on Salary Increments and Retirement:

~~11439.1 An employee who acquires twenty four (24) semester units during one Sabbatical leave year from the San Jose Unified School District shall be credited with one (1) complete school year of service for salary increment purpose, provided that not less than eight (8) semester units shall be completed during each semester of such leave. An employee who acquires twelve (12) semester units while on Sabbatical leave for one half year from the San Jose Unified School District and serves seventy five (75) percent of the number of teaching days established in the calendar for the other one half school year shall be credited with one (1) complete school year of service for salary increment purpose. Sabbatical leave credit for salary increments will be tentatively granted on approval of the Sabbatical leave program submitted with the application. Completion of the program must be verified by September 1. Failure to verify completion by this date will result in the loss of any salary granted on the basis of the approved pre plan.~~

11439.2 Effect of leave on retirement benefits:

~~The employee's normal percentage rate of deduction for retirement purposes shall be applied to the actual salary received by the employee. The Sabbatical leave year is counted as a year of service for retirement purposes (State Teachers' Retirement System).~~

11440 Injury, Illness, or Death During Sabbatical Leave

~~In case of injury to, or illness of the employee during Sabbatical leave which prevents her/his completing the purpose of the leave, the Sabbatical leave will be terminated and all provisions for sick leave will apply. If death prevents the employee from fulfilling her/his agreement to return to service in the District, no repayment of salary will be required of her/his estate.~~

~~11450 During each year of this Agreement the number of Sabbatical leaves to be granted to members of the established bargaining unit shall be determined by the District.~~

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 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.

For SJUSD:

/s/
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/s/
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For SJTA:

/s/
Patrick Bernhardt

/s/
Deborah Baker

TENTATIVE AGREEMENT BETWEEN
SAN JOSE TEACHERS ASSOCIATION
TO SAN JOSE UNIFIED SCHOOL DISTRICT

ARTICLE 11500 – CATASTROPHIC LEAVE

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 The parties agree to establish a voluntary Catastrophic Leave Bank into which all employees may contribute one (1) day per year of their accumulated sick leave in order to participate.~~

~~11511 To be eligible to receive contributions from the Bank employees must have contributed a minimum of one day of accumulated leave to the Bank during the open enrollment period of the year in which they apply for usage.~~

~~11511.1 Should the event which causes the need for an application to the Bank arise during July and August, the summer recess, eligibility will be based on whether a contribution was made during the previous school year.~~

~~11511.2 All contributions to the Bank are irrevocable.~~

~~11511.3 Applications to join the Bank must be submitted on the form contained in Appendix “P” Section I.~~

~~11512 The need for catastrophic leave is caused by an illness or injury that has incapacitated and is expected to continue to incapacitate an employee for an extended period of time, and requires the employee to be absent from work.~~

~~11512.1 Examples of catastrophic illness or injury include, but are not limited to: non-work related injuries, cancer, heart attacks, strokes, severe respiratory conditions, spinal injuries, emphysema, severe arthritis, severe nervous disorders, and Alzheimer’s.~~

~~11513 Members who do not make a contribution to the Bank during the open enrollment period must wait to join until the following year’s open enrollment period and are not eligible to receive a contribution from the Bank until they have joined the Bank.~~

~~11514 Applicants must submit their request for days to the Committee using the form contained in Appendix P Section II and a doctor’s report indicating the nature of the illness or injury and the probable length of absence from work and an application. Members of the Committee shall keep information regarding the nature of the illness or injury confidential.~~

~~11515 If a participant has drawn thirty (30) leave Bank days 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.~~

~~11516 The Director of Human Resources may request and shall be entitled to review all information obtained by the Committee related to a request for catastrophic leave or the renewal thereof. Such information shall be kept confidential.~~

~~11520 Association Obligations~~

11521 The Association will appoint a three (3) member Committee to administer the Bank.

11522 The Association will conduct an open enrollment period annually between the start of school and October 15 in which members will be invited to join the Bank on the form identified as Appendix "P" Section I of the Agreement.

11522.1 Employees hired after the first week of school in any school year shall have thirty (30) days in which to fill out Appendix "P" Section I, a copy of which will be included in their hiring packets.

11523 The Association will remit copies of the forms to the District Human Resources Office by October 31 of each year or, in the case of employees identified in 11522.1, within fifteen days of receiving the form from the employee.

11530 District Obligations

11531 By November 30 of each year the District will submit a list of all participants in the Bank, together with the number of accumulated days in the Bank.

11532 The District will establish an account within which it will hold the contributed days and from which the Committee will authorize withdrawals on the form contained in Appendix P Section III.

11540 The Benefit

11541 A maximum of one hundred twenty five (125) days per school year may be distributed to any one applicant.

11542 Days granted shall commence after the exhaustion of fully paid sick leave.

11542.1 Employees on differential leave shall be awarded 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.

11542.2 Employees who have exhausted differential leave shall be awarded days at the rate of one day for each day of absence and shall receive their full pay during this time.

11543 The employee will continue to receive District paid fringe benefits while receiving days from the Bank.

11544 The income protection benefit will commence after the time the Bank days approved by the Committee are used.

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.

11517 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.

11518 All contributions made to the Bank are irrevocable.

11520 Administration of the Bank

11521 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.

11522 The District shall maintain an account within which it will hold the contributed days and from which the Committee will authorize transfers.

11523 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.

11524 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 11513, within fifteen calendar days of receiving the form from the employee.

11525 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.

11526 All forms necessary for the administration of the Bank shall be approved by CAC.

15530 Grants from the Bank

11531 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.

11531.1 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."

11531.2 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.

11531.3 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.

11532 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.

11532.1 The Committee shall respond to applications for catastrophic leave within thirty (30) calendar days.

11532.2 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 ~~11550~~ Exclusions

11541 ~~11551~~ 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 ~~11552~~ 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 ~~11560~~ Hold Harmless

11551 11561 Upon application to the Bank for **catastrophic** leave the applicant must sign the hold harmless agreement contained in **the “Request for Catastrophic Leave Form.” Appendix P Section II of the Agreement.**

11552 11562 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.

~~11570—The Catastrophic Leave Bank Committee may elect to suspend the requirement that employees contribute one (1) day of accumulated sick leave per year for all employees eligible to receive contributions from the bank in any year in which the bank has a surplus of days.~~

~~11571—When the contribution requirement is suspended per 11570, all employees that were previously eligible to receive contributions from the bank shall remain eligible.~~

~~11572—When the contribution requirement is suspended per 11570, all employees that were previously ineligible to receive contributions from the bank may become eligible through the process detailed in section 11510.~~

...

Delete in their entirety:

Appendix P 1
Appendix P 2
Appendix P 3

For SJUSD:

/s/
Nancy Albarráñ

/s/
Gregory J. Dannis

For SJTA:

/s/
Patrick Bernhardt

/s/
Deborah Baker

TENTATIVE AGREEMENT BETWEEN
SAN JOSE TEACHERS ASSOCIATION
TO SAN JOSE UNIFIED SCHOOL DISTRICT

ARTICLE 11800 – RIGHT OF RETURN

11800 Right of Return

11810 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.

11820 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.

11830 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.

For SJUSD:

/s/
Nancy Albarán

/s/
Gregory J. Dannis

For SJTA:

/s/
Patrick Bernhardt

/s/
Deborah Baker

TENTATIVE AGREEMENT BETWEEN
SAN JOSE TEACHERS ASSOCIATION
TO SAN JOSE UNIFIED SCHOOL DISTRICT

ARTICLE 10000 – EXTRACURRICULAR ASSIGNMENTS

Delete duplicate sections as follows:

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.

~~10300 Employee Assignment to Outdoor Science Camp~~

~~10310 Compensation shall be in accordance with Appendix "G" for each overnight attendance.~~

~~10320 No employee shall be required to attend Outdoor Science Camp under either of the following conditions:~~

~~10321 If attendance creates a hardship. In such case the principal will make alternate arrangements.~~

~~10322 If the employee can find an appropriate replacement from the school faculty.~~

~~10330 No employee shall pay a fee for attendance.~~

~~10340 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.~~

For SJUSD:

/s/
Nancy Albarrán

/s/
Gregory J. Dannis

For SJTA:

/s/
Patrick Bernhardt

/s/
Deborah Baker

TENTATIVE AGREEMENT BETWEEN
SAN JOSE TEACHERS ASSOCIATION
TO SAN JOSE UNIFIED SCHOOL DISTRICT

ARTICLE 14500 – CLASSROOM TEMPERATURE & TEACHER SAFETY

~~14550 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 period of time necessary to find an alternate and available suitable space. Employees shall be responsible for informing their supervisors of rooms that are below 55°F. A regular classroom is defined as a location which was designed and intended for use as a traditional classroom.~~

~~14560 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 period of time necessary to find an alternate and available suitable space. Employees shall be responsible for informing their supervisors of rooms that are above 87°F. A regular classroom is defined as a location which was designed and intended for use as a traditional classroom.~~

14550 Regular classrooms in which employees are required to work shall have a functioning heating, ventilation, and air conditioning (HVAC) system.

14551 A regular classroom is defined as a location that was designed and intended for use as a traditional classroom.

14552 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.

14553 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 14570 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.

...

Delete in its entirety:

APPENDIX D — TEACHER SAFETY

Assault on an Employee:

~~Any assault, verbal or physical, upon an employee by either students or adults shall be reported promptly to the respective school administrator. 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 administrator 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 administrator shall call for immediate police response.~~

Teacher Safety Statues

~~The District will comply, as is the case with all requirements of California's Education Code, with the requirements of Education Code 44014 and 49079 in accordance with Education Code 44014, 49019, and 48900. This section shall be updated as warranted to reflect any pertinent changes to California's Education Code.~~

SJUSD Behavior Policy

~~At least one (1) copy of the San Jose Unified School District Student/Parent and Staff Information Handbook shall be available at each work site. In addition, at least one (1) copy of the Handbook shall be available to each Association Faculty Representative and to the Association President.~~

For SJUSD:

/s/
Nancy Albarrán

/s/
Gregory J. Dannis

For SJTA:

/s/
Patrick Bernhardt

/s/
Deborah Baker

TENTATIVE AGREEMENT BETWEEN
SAN JOSE UNIFIED SCHOOL DISTRICT AND
SAN JOSE TEACHERS ASSOCIATION

ARTICLE 15000 – RELEASE TIME AND/OR COMPENSATION FOR TRANSFERS

~~15719 For each move, 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 preparing the new learning environment. The specific number of days shall be determined mutually by the site administrator and the affected employee. Any disagreements over the number of days it takes to effect the transfer shall be referred to the CAC for resolution.~~

~~15720 Employees may choose to receive days of substitute pay in lieu of release time in order to effect the move during a time other than the school day.~~

15719 For any move, the provisions of Article 15800 shall apply as if the move is involuntary.

...

15330 Any employee transferred shall be informed of this action as soon as possible and shall be released from her/his contract if the employee so requests.

~~15331 When an employee is transferred under Section 15300 during the time school is in session, the employee will be given one full workday free of all assigned duties with students at the work location from which the employee is being transferred for the purpose of making appropriate arrangements to move. The employee shall have one full workday free of all assigned duties with students at the new location for the purpose of becoming acquainted with the environment of the new work location.~~

~~15332 When an employee is transferred under Section 15300 during the time school is in session the District agrees to transport the personal education materials of the employee from one work location to another.~~

~~15333 When an employee is transferred from one room to another at the same site during the school year, the employee shall have a minimum of one (1) work day up to a maximum of three (3) workdays free of all assigned duties with students for the purpose of preparing the new learning environment. 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 to the CAC for resolution.~~

~~15334 When a grade change assignment occurs as a result of Article 15331, 15332, or 15333, the employee shall be given an additional work day free of all assigned duties with students for the purpose of preparing the new curriculum.~~

~~15335 Employees transferred at the end of school shall be paid the substitute rate for up to five (5) days in order to pack and unpack their materials. Any disagreement over the number of days it takes to effect the transfer shall be referred to the CAC for resolution.~~

...

15800 Release Time and/or Compensation for Transferred Employees

15810 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.

15811 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.

15812 When a classroom teacher is transferred involuntarily to another site during the school year, the employee 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.

15813 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.

15814 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.

For SJUSD:

/s/
Nancy Albarrán

/s/
Gregory J. Dannis

For SJTA:

/s/
Patrick Bernhardt

/s/
Deborah Baker

TENTATIVE AGREEMENT BETWEEN
SAN JOSE TEACHERS ASSOCIATION
TO SAN JOSE UNIFIED SCHOOL DISTRICT

ARTICLE 15300 – ADMINISTRATIVE TRANSFERS

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.**

...

~~15350 Any employee transferred involuntarily shall be informed of this action as soon as possible and shall be released by the District from the employee's contract, if the employee so requests. Once resigned, an employee may apply for any subsequent vacancy in the District for which the employee is qualified.~~

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.

For SJUSD:

/s/
Nancy Albarráñ

/s/
Gregory J. Dannis

For SJTA:

/s/
Patrick Bernhardt

/s/
Deborah Baker

**TENTATIVE AGREEMENT BETWEEN
SAN JOSE TEACHERS ASSOCIATION
TO SAN JOSE UNIFIED SCHOOL DISTRICT**

ARTICLE 20000 – WORK YEAR, INSERVICE AND STAFF DEVELOPMENT

This TA incorporates the terms of the MOU titled “2012-2013 Paid Service Year,” which was signed on March 13, 2012.

...

~~Delete all sections and subsections within Article 20000.~~

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.

For SJUSD:

/s/
Nancy Albarrán

/s/
Gregory J. Dannis

For SJTA:

/s/
Patrick Bernhardt

/s/
Deborah Baker

TENTATIVE AGREEMENT BETWEEN
SAN JOSE TEACHERS ASSOCIATION
TO SAN JOSE UNIFIED SCHOOL DISTRICT

ARTICLE 28000 & 33000 – REPORTING TIMES AND WORK YEAR
FOR NURSES & COUNSELORS

This proposal incorporates the terms of the MOU titled “Reporting Times and Work Year for Nurses,” which was signed on June 21, 2013.

...

28100 The ~~professional~~ 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.

...

33100 The ~~standard~~ 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 ~~standard professional~~ work day, such as evening parent meetings.

33200 The ~~standard professional~~ 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 school work year work days for days outside of the regular school work year.

For SJUSD:

/s/
Nancy Albarrán

/s/
Gregory J. Dannis

For SJTA:

/s/
Patrick Bernhardt

/s/
Deborah Baker

TENTATIVE AGREEMENT BETWEEN
SAN JOSE TEACHERS ASSOCIATION
TO SAN JOSE UNIFIED SCHOOL DISTRICT

ARTICLE 38000 – DISTANCE LEARNING

This article has become anachronistic. Rather than attempt to update this language to apply to future technological innovations in distance learning, the Parties agree to negotiate suitable language when necessary through successor agreements or memoranda of understanding.

...

~~Delete Article 38000 in its entirety.~~

For SJUSD:

/s/
Nancy Albarrán

/s/
Gregory J. Dannis

For SJTA:

/s/
Patrick Bernhardt

/s/
Deborah Baker

TENTATIVE AGREEMENT BETWEEN
SAN JOSE TEACHERS ASSOCIATION
TO SAN JOSE UNIFIED SCHOOL DISTRICT

NEW ARTICLE 38000 – SITE FLEXIBILITY AGREEMENTS

9122 Elementary employees. All elementary employees shall be allowed preparation time (Section 9120) free of student contact during times when their students are receiving instruction from other certificated employees, except when the purpose of the instruction includes increasing the employee's skills in curriculum.

~~9122.1 Each elementary site may develop a plan whereby additional on-site preparation time can be provided to employees at no additional cost to the District. The plan must be approved by a sixty (60) percent majority vote of the employees at the site prior to implementation. Any such plan may not alter the normal elementary school program without the permission of the principal. Part-time employees shall be eligible to cast a partial vote in proportion to their full-time equivalent status at the site. The maximum amount of preparation time granted to each employee shall not exceed the amount of time outlined for grades 6-8 in Article 9120. Any dispute as to the interpretation of the Article shall be referred to the Contract Advisory Committee for resolution.~~

~~9122.2 When an employee is not ordinarily relieved by another employee to attend to personal necessities, the building principal shall arrange for such relief.~~

9123 When an employee is not ordinarily relieved by another employee to attend to personal necessities, the building principal shall arrange for such relief.

...

~~9300 Extended Day. Prior to the beginning of each year a school may, by a sixty percent (60%) vote of the certificated staff and the approval of the principal, choose to extend the number of contact minutes per week beyond those listed in Section 9110 above.~~

~~9310 If it is feasible for a portion of the faculty to extend their contact time without including and/or adversely affecting the school as a whole, such a sub group, by a sixty percent (60%) vote may do so, with the approval of the principal.~~

...

9300 9800 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.

...

9640 Broadway High School and Young Mothers' Program

~~Except as provided in this section, including 9641, the Provisions of Article 9000, Section 9100 through 9500 do not apply to the Broadway High School and the Young Mothers' Program. The Site Team of Broadway High School and the Young Mothers' Program shall propose a plan to determine teaching loads, preparation time, planning time, number of student contact minutes, class time spent in special projects, master schedule, and supervision of student activities. The Site Team shall be composed of the principal or supervisor, the Association Site Representative, and a teacher selected by the other teachers. After considering the proposed plan, the principal shall establish the final plan, which shall be presented to the employees of Broadway High School and the Young Mothers' Program prior to its implementation. The principal is solely responsible for adoption of the final site plan. If there is any disagreement over assignments or other items listed above, these items 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.~~

~~9641—Broadway High School and Young Mothers' Program employees shall perform supervisory duties per sections 9132 and 9133.~~

...

13130 Except where class sizes are established by the District's participation in the state funded class size reduction program, 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 The faculty, by a sixty percent (60%) vote of the certificated staff, chooses to use a classroom teacher for other curriculum functions in the school provided that the District shall suffer no loss of State Apportionments as a penalty for exceeding maximum class size;~~

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.

...

13220 The total number of basic staff as defined in 13202 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 ~~September 15 the fifteenth instructional day of the semester and February 15~~ upon request. In addition, the number of students enrolled in one additional class shall also be available by these dates.

13221 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 work station labs within a department as well as Fine Arts and computer departments in a manner that is mutually acceptable to the departments and the site administration.

13221.5 With regard to the mainstreaming of SDC students, Appendix H will prevail with the understanding that regular classroom employees will receive appropriate assistance in providing service to these students ~~in accordance with Articles 35241 and 35243.~~

13221.6 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.

13221.7 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.

13221.8 Incoming high school EL students will be assigned to the grade level that is age and credit appropriate.

13222 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.

13223 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.

~~13223.1 It is understood that a portion of the staff will be hired as day to day substitutes in a number reflecting actual student enrollment. These substitutes will be converted to temporary teachers for one semester based on the CBEDS collection date or released if student enrollment does not require they be kept to maintain the staffing ratios in the Agreement.~~

~~13224 Special exceptions to class size limits. Prior to initial staff assignments an administrator and staff may conclude, by a sixty percent (60%) vote of the affected certificated staff, that the needs of the school necessitate the assignment of personnel in another manner. After the sixty percent (60%) vote the administration will attempt, if requested, to implement the proposed revised staff utilization without the services of the minority vote. However, the total voting group (minority vote and majority vote) must agree to the proposed solution. If the total voting group does not reach agreement, the majority vote shall rule.~~

~~13225 Revised staff utilization. After equitable initial staff assignments have been made, those staff members directly affected, whether individual departments or groups of departments, by a sixty percent (60%) vote, may utilize their members in a manner which best meets the needs of the school and the students. After the sixty percent (60%) vote, the administration will attempt, if requested, to implement the proposed revised staff utilization without the services of the minority vote. However, the total voting group (minority vote and majority vote) must agree to the proposed solution. If the total voting group does not reach agreement, the majority vote shall rule.~~

~~13226 When it is necessary to implement Section 13224, it is suggested that voting occur in May or June for the fall semester and December or January for the spring semester.~~

~~13227 In the event the principal and staff cannot agree on Section(s) 13220 - 13226, the issue shall be referred to CAC for resolution. If CAC is not able to resolve the problem, the Superintendent shall make the final decision.~~

~~13228 For purposes of Article 13224 and 13225 "affected certificated staff" are defined as employees whose class sizes may increase as a result of the vote to assign personnel in a manner other than the usual staffing allocation.~~

~~13229 It is understood that this total does not include the following variable "add ons":~~

~~13230 English Language Development~~

~~13231 Special Education Classes~~

~~13232 Nurses~~

~~13233 "Contact" Personnel~~

~~13234 Special Counseling Personnel~~

~~13235 District and/or Federal Compensatory Education Personnel~~

~~13236 Other Special Personnel~~

~~13237 Administrators
13238 Counselors
13239 Librarians
13240 Distributive Education~~

~~13230 13241 Mainstreaming. 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. If the Association believes that exceptions should be made to this staffing allotment, the President will meet with the Human Resources Director by May 1 of the year prior to implementation of the proposed staffing to discuss this matter. In the placement of Special Education students in the regular classroom, the factors in Appendix H should be utilized.~~ The cost of this additional staffing will come from the Association's fair share of the salary formula.

...

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 school years.

38150 When a new SFA is approved, any previous SFA at that site affecting the same bargaining unit members is automatically repealed.

38160 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.

38200 Eligible Voters

38210 The eligible voters in an SFA election shall be only the bargaining unit members affected by the SFA.

38220 "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.

38230 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.

38240 A voting list shall be prepared and posted by the SJTA site representatives at least one week prior to the vote. Individuals excluded from the voting list may appeal their exclusion to CAC.

38300 Faculty Voting

38310 SJTA site representatives shall conduct the SFA election, which shall be by secret ballot.

38320 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.

38330 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.

38340 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.

38350 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.

38400 Transfers

38410 Unit members affected by a newly adopted SFA may request a transfer to another site under Article 15000. These transfers shall be considered ahead of all other voluntary transfers, and every effort shall be made to accommodate them.

38500 Early Termination

38510 An SFA may be terminated prior to its scheduled conclusion by mutual consent of the Superintendent and the SJTA President.

For SJUSD:

/s/
Nancy Albarrán

/s/
Gregory J. Dannis

For SJTA:

/s/
Patrick Bernhardt

/s/
Deborah Baker

TENTATIVE AGREEMENT BETWEEN
SAN JOSE TEACHERS ASSOCIATION
TO SAN JOSE UNIFIED SCHOOL DISTRICT

APPENDIX R – SCHOOL BOARD POLICY 6161

Modify existing section as follows:

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

Delete the following in its entirety:

Appendix R

For SJUSD:

/s/
Nancy Albarrán

/s/
Gregory J. Dannis

For SJTA:

/s/
Patrick Bernhardt

/s/
Deborah Baker

TENTATIVE AGREEMENT BETWEEN
SAN JOSE TEACHERS ASSOCIATION
TO SAN JOSE UNIFIED SCHOOL DISTRICT

APPENDIX K – EXTRACURRICULAR STIPENDS

Add the following to the end of the appendix.

3. Stipends for Middle School Extracurricular Activities

Middle School Extracurricular Stipend: \$1500

- (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 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 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 shall be considered bargaining unit expenses under Appendix A-1.

For SJUSD:

/s/
Nancy Albarrán

/s/
Gregory J. Dannis

For SJTA:

/s/
Patrick Bernhardt

/s/
Deborah Baker

TENTATIVE AGREEMENT BETWEEN
SAN JOSE TEACHERS ASSOCIATION
TO SAN JOSE UNIFIED SCHOOL DISTRICT

APPENDIX M – CHILD ABUSE: CONFIDENTIALITY REPORTING

16310 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) workdays 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 ~~attached to the Agreement as Appendix M~~)

Delete in its entirety:

Appendix M

For SJUSD:

/s/
Nancy Albarán

/s/
Gregory J. Dannis

For SJTA:

/s/
Patrick Bernhardt

/s/
Deborah Baker

TENTATIVE AGREEMENT BETWEEN
SAN JOSE TEACHERS ASSOCIATION
TO SAN JOSE UNIFIED SCHOOL DISTRICT

APPENDIX I – TASKS FOR VOLUNTEERS

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.

~~28810 The duties of Health Office volunteers are contained in Appendix I and may be amended by mutual agreement.~~

~~28820 Health Office volunteers are under the direct supervision of the school nurse with the concurrence of the site administrator. When the nurse and site administrator do not agree, the matter will be referred to the Manager of Health Services.~~

Delete in its entirety:

Appendix I

For SJUSD:

/s/
Nancy Albarran

/s/
Gregory J. Dannis

For SJTA:

/s/
Patrick Bernhardt

/s/
Deborah Baker

TENTATIVE AGREEMENT BETWEEN
SAN JOSE TEACHERS ASSOCIATION
TO SAN JOSE UNIFIED SCHOOL DISTRICT

ARTICLE 9630 – KINDERGARTEN & TRANSITIONAL KINDERGARTEN

This proposal incorporates the substance of the MOU titled “District-Wide Kindergarten/Transitional Kindergarten Student Assessment System,” which was signed on June 21, 2012, and the MOU titled “Start of the Kindergarten/Transitional Kindergarten Year,” which was signed on June 21, 2012.

9630 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 9634 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 administering student assessments shall have up to five (5) two (2) days of substitute time during the school year for this the purpose of administering one-on-one or small-group assessments. If possible morning and afternoon kindergartens shall use one substitute. The employee and the site manager shall agree on specific days.**

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.

9632 Kindergarten orientation will occur on the first day of student attendance. All students, in groups, with parents invited, shall attend an orientation period of one (1) hour. Thereafter, parents and children may receive an additional orientation or leave the site. Kindergarten employees shall arrange appropriate supervision for students not accompanied by parents. Combination class kindergartens shall establish alternate orientation procedures.

9633 9632 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.

For SJUSD:

/s/
Nancy Albarran

/s/
Gregory J. Dannis

For SJTA:

/s/
Patrick Bernhardt

/s/
Deborah Baker

TENTATIVE AGREEMENT BETWEEN
SAN JOSE TEACHERS ASSOCIATION
TO SAN JOSE UNIFIED SCHOOL DISTRICT

ARTICLE 9500 – CONFERENCING

This proposal incorporates the MOU titled “2012-2013 Elementary Conferencing,” which was signed on March 13, 2012.

9500 **Elementary** Conferencing with Parents

9510 Elementary Conferencing

9511 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.

9512 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.

9513 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.

9514 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.

9515 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.

9516 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.

9517 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.

9510 — Ten (10) school days shall be designated during each of the fall and spring semesters for elementary parent/teacher conferences. One (1) of the ten (10) days in the fall and one (1) of the ten (10) days in the spring shall be an inservice day as provided in Article 20000. Meetings, as defined in 9150, shall not occur during the ten (10) day period in the fall and the spring. However, State or Federal required tasks (e.g., IEPs, 504s and SSTs) may be performed during either ten (10) day period as necessary to comply with legal requirements. The Association and District agree to the continuation of equal reporting periods.

9511 For the Fall semester conference period, employees shall schedule a conference with all parents.

9512 Provided that a written progress report by the teacher is sent to each parent during the normal Spring conference period, a mandatory conference at said period shall be scheduled under one or more of the following conditions:

- a. A student not performing satisfactorily in any academic grading area
- b. A student not performing to her/his capacity in any academic area
- c. A request for a conference by the parent
- d. A need for a conference as determined by the teacher and/or the administrator on an individual student basis.

9513 When determined appropriate by the employee and approved by the principal, parent teacher conferences may be conducted in ways other than by face to face meetings.

9514 Normally, conferences held during the ten day period shall be scheduled within an hour before and after the usual student attendance hours unless the employee agrees otherwise. All employees shall make allowances in conference schedules to accommodate unusual family circumstances.

9520 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)

9521 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.

9522 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.

9523 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.

For SJUSD:

/s/
Nancy Albarran

/s/
Gregory J. Dannis

For SJTA:

/s/
Patrick Bernhardt

/s/
Deborah Baker

TENTATIVE AGREEMENT BETWEEN
SAN JOSE UNIFIED SCHOOL DISTRICT AND
SAN JOSE TEACHERS ASSOCIATION

ARTICLE 24000
PRESCHOOL EARLY CHILDHOOD EDUCATION TEACHERS

24100 Persons employed in the Preschool 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 The Preschool ECE teachers shall be paid in accordance with the Preschool ECE Teacher Salary Schedule in Appendix E 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.

~~24210~~ The parties will meet to update and/or revise the Preschool Teacher Salary Schedule if and when a state or federal mandate requires that all preschool teachers possess a Bachelor's degree or its equivalent.

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.

~~24220~~ Single session teachers shall work a four (4) hour day (a .5 FTE). Single session teachers shall be paid in accordance with Appendix E.

24230 24250 The District may offer a teacher a double session (1.0 FTE) under the following conditions:

24231 24251 Employee assignment to a double session will not exceed two (2) consecutive years unless no other teacher wants the position or is qualified.

24232 24252 Double session teachers shall teach two (2) consecutive three-hour (3) sessions.

24233 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 ~~preschool~~ ECE teacher's first class as provided in Section 9140.

~~24234 Double session teachers shall be compensated at 1.0 FTE. Double session teachers shall be paid in accordance with Appendix E.~~

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:	\$38,344
For 5 to 9 years of district service:	\$39,647
For 10 or more years of district service:	\$41,508

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.

24262 An employee who separates or retires, regardless of future employment status, is no longer eligible to receive compensation under Article 24260.

24300 Additional Provisions

24310 Employees with previous **ECE** teaching experience are eligible for the maximum step in the lane for which they are qualified.

24320 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 ~~Preschool~~ 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.

24330 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.

24340 September 1 is the last day for filing transcripts for personnel who receive salaries in ten (10) payments.

24350 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.

24360 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:

24361 Perform required paper work

- 24362 Plan and conduct up to four (4) **formal or informal** parent education meetings per year.
- 24363 Conduct **District-, State-, or other funding source**-mandated assessments.
- 24364 Conduct meetings with individual parents as needed.
- 24365 Conduct two (2) parent-teacher conferences per year at the site outside of student contact time.
- 24370 All leave provisions agreed to elsewhere in this contract shall apply to employees in the **Preschool ECE** Program.
- 24380 **Preschool ECE** Employees are entitled to the same group insurance benefits as provided in Article 37000 of this agreement. Beginning in 2007-08 school year, **preschool ECE** teachers with .5 FTE will receive .5 benefits while **preschool ECE** teachers with 1.0 FTE will receive full benefits as provided in Article 37000 of this agreement.
- 24400 The **preschool ECE** instructional calendar shall be the same as the instructional calendar adopted by the Board of Education for regular certificated personnel.
- 24410 The work year for **preschool ECE** employees shall be the same as the work year for regular certificated personnel and is detailed in Article 20000.
- 24500 **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.
- 24600 The District will abide by funding and licensing child/adult ratios.
- 24700 Transfer Rights
- 24710 **Preschool 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.
- 24720 When a **Preschool 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 **Preschool ECE** program.
- 24730 In the event the program closes (is abolished), employees with K-12 credentials shall be transferred into the K-12 program.
- 24740 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.
- 24741 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.

24800 The **Preschool ECE** employee shall direct instructional associates (aides) to perform duties which are consistent with the requirements/goals/objectives of the **preschool ECE** program.

24810 The **preschool ECE** employee shall, when possible, be involved in the interviewing and training of her or his instructional associate.

24820 The **preschool ECE** employee shall determine the duties to be performed by the instructional associate under the supervision of the administrator responsible for evaluating the associate.

24900 **Preschool ECE** orientation **will may** occur on **or before** the first day of student attendance. **All students shall attend** **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.

...

Amend:

In Appendix E the title of the Class E column shall be **Credential** and not **Permit**.

Move:

Move Appendix E to Appendix C.

...

Delete in their entirety:

Article 25000
Appendix F
Appendix F-1
Appendix F-2
Appendix F-3

For SJUSD:

/s/
Nancy Albarran

/s/
Gregory J. Dannis

For SJTA:

/s/
Patrick Bernhardt

/s/
Deborah Baker

TENTATIVE AGREEMENT BETWEEN
SAN JOSE TEACHERS ASSOCIATION
TO SAN JOSE UNIFIED SCHOOL DISTRICT

*Note: Many of the sections of this article have been reorganized and renumbered. Reorganization and renumbering have not been indicated with **bold** and ~~strikethrough~~ text. Additions and deletions to the text of the existing article are indicated herein.*

ARTICLE 35000 – SPECIAL EDUCATION PERSONNEL
Special Education (Education Specialist Instruction) Credentials¹

35100 Resource Specialist Program (RSP) employees

35110 No individual RSP employee shall be assigned more than twenty-eight (28) students.

35120 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.

35121 The RSP employee shall, when possible, participate on the instructional associate interview team.

35122 The RSP employee shall train and direct instructional associates to perform duties which are consistent with students' IEP.

35123 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.

35130 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.

35131 Classroom supplies include, but are not limited to, such items as paper, chalk, and paper clips.

35132 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. Test protocols will be provided by the district.

35200 Resource Specialist Program (RSP) Elementary Employees

35210 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.

35220 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

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.

that each person housed in the room will have an individually equipped workstation, which is sufficient to carry out her/his required tasks.

35230 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.

35240 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.

35300 Resource Specialist Program (RSP) Secondary Employees

35310 Secondary RSP employees shall support a maximum of fourteen (14) general education teachers.

35320 The Secondary RSP employee professional workday is defined in Article 9000.

35321 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.

35322 Secondary RSP employees will not be assigned to more than one (1) school.

35323 Secondary RSP employees shall be assigned to a classroom(s)/workspace(s) as appropriate to meet the requirements of the program.

35330 Secondary RSP employees shall coordinate the schedules of students on their caseload during the work year.

35400 Special Day Class (SDC) Program Employees

35410 The following class maximums and assignment of Instructional associates (aides) shall apply to SDC classes:

35410.1 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.

35410.2 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 eight (eight) students at any time. Once an aide has been assigned to a class, the aide will continue throughout the semester (~~secondary calendar~~) regardless of fluctuations in enrollment.

35410.3 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.

35410.4 No class will be assigned more than the maximum number of students ~~unless the teacher voluntarily agrees to an additional student except~~ in accordance with Section ~~35412~~ ~~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, 35401.2, or 35401.3 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 35401.3.

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, 35401.2, or 35401.3 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, 35401.2, or 35401.3 for the remainder of the given semester.

35414 In determining class size, the nature and severity of the students' needs will be considered.

~~35412 Notwithstanding Section 35410, each SDC employee shall be contacted in writing to determine if he/she will voluntarily accept one (1) additional student.~~

35415 The SDC employee's professional workday is defined in Article 9000 except for SDC preschool which is defined in Section 35480.

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.

35450 When necessary, release time will be provided for employees required to attend IEP meetings.

35460 Each SDC employee will be provided with designated textbooks necessary to meet District curriculum requirements.

35470 SDC Preschool/Transitional Kindergarten (TK) Employees

35471 Unless otherwise specified in ~~35480~~ **35470** and its subsections, all provisions of 35400 and its subsections apply to SDC Preschool/TK teachers.

35472 SDC Preschool teachers' workday shall include three (3) hours of student contact time.

35473 SDC Transitional Kindergarten teachers' workday is defined in Article 9000.

35474 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.

35475 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.

35476 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.).

35500 SJUSD Autism Programs

35510 **All SJUSD Autism Programs (Sections 35630 through 35690).** Each teacher in ~~the~~ SJUSD Autism Programs will be assigned instructional associates (aides). ~~in accordance with Section 35620.~~ Wherever possible a single associate will be assigned to fulfill the requirement.

35511 The teacher shall, when possible, participate on the instructional associate interview team.

35512 The teacher shall train and direct instructional associates (aides) to perform duties which are consistent with the students' IEP.

35513 The teacher shall determine the duties to be performed by the instructional associate under the supervision of the administrator responsible for evaluating the associate.

35520 Each teacher in ~~the~~ 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 ~~in the Morgan Center Model.~~

35530 Each teacher in ~~the~~ SJUSD Autism Programs classrooms shall have audio-visual equipment pertinent to the students' needs as identified in their IEPs.

35540 Each teacher in ~~the~~ SJUSD Autism Programs shall have the same access to classroom supplies as the regular classroom teachers at their site where the employee is assigned.

35541 Classroom supplies include, but are not limited to, such items as paper, pencils, chalk, and paper clips.

35542 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.

35550 For teachers in the SJUSD Autism Programs/MC, the number of meeting hours shall be consistent with Section 9150.

35551 Meeting notes and handouts from all main site staff meetings are to be made available to teachers in the SJUSD Autism Programs/MC.

35560 Except as provided in this Article, terms and conditions for teachers in the SJUSD Autism Programs/MC shall be the same as those for other teachers in the SJTA bargaining unit. ~~Some applicable examples are:~~

~~35681 The teachers will not be required to be in the classroom until thirty (30) minutes before class begins, and may use this period as preparation time.~~

~~35682 The teachers will be free to leave the campus after the end of class.~~

~~35683 The workweek activities shall not infringe on the teacher's thirty (30) minute duty free lunch.~~

35570 Teachers in the SJUSD Autism Programs/MC will not be assigned bus duty or yard supervision of students outside of the program.

35580 The Autism Resource Programs

35581 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.

35582 The following class maximums and assignments of instructional associates (aides) shall apply to the classes:

35582.1 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.

35582.2 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.

35582.3 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.

~~Employees Working in the Morgan Center Model Program (hereafter referred to as "SJUSD Autism Program/MC")~~

35590 SJUSD Morgan Center Autism Program (SJUSD Autism Center/MC) Teachers in the SJUSD Autism Program/MC will have a student contact time of five (5) hours per day as prescribed by the

program requirements. This time may be increased to bank minutes if the staff agrees to participate in the site's early out day and/or conference schedule.

35591 The following averages, class maximums, and assignment of instructional associates (aides) shall apply to SJUSD Autism Program/MC classes.

35592 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).

35592.1 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).

35692.2 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).

35600 Designated Instructional Service (DIS) Program Employees

35610 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.

35620 No employee will receive a negative evaluation based on the inadequacy of the physical space provided for instruction.

35630 Student contact time for DIS employees is defined in Article 9000.

35631 Travel time for itinerant DIS employees is a factor for consideration in Article 9000, Section 9110.

35632 Speech and Language Pathologists shall be scheduled for three (3) consecutive hours per week for related professional responsibilities.

35633 Professional materials may be requested throughout the year and will be allocated based on the availability of funds.

35640 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.

35641 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.

35642 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.

35642.1 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.

35642.2 Disagreements over issues related to scheduling and caseloads may be submitted by either the District or the Association to the CAC for resolution.

35643 Speech and Language Pathologists shall be assigned caseload, assessments, and consulting as equitably as possible.

35644 Speech and Language Pathologists shall assess students with speech and language anomalies in accordance with the law.

35645 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.

35646 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.

35647 Adaptive P.E. employees shall have dedicated time within their workweek for professional responsibilities.

35650 Teacher-related responsibilities shall be in accordance with Article 9000.

35660 A DIS employee shall have access to classroom supplies at the site where the DIS employee is assigned.

35661 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.

35662 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.

35663 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.

35700 Special Education Programs

35710 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.

35720 RSP, SDC, DIS and autism programs employees shall not be assigned yard/campus duties.

35730 Upon request, and whenever possible, the principal will authorize clerical assistance for Special Education employees.

35740 Each special education instructional classroom shall have audio-visual equipment pertinent to the students' needs as identified in their IEPs.

35750 Special Education classes shall be conducted in compliance with applicable State and Federal statutes.

35760 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.

35770 Whenever possible, appropriate in-service training during the assigned school day will be provided to special education employees prior to the assumption of new job responsibilities.

35780 Whenever possible, appropriate in-service training during the assigned school day will be provided to special education employees. Such in-service may include visits to other sites and agencies, presentations by companies on the newest technologies in employees' fields, and the sharing of professional journals.

35800 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.

For SJUSD:

/s/
Nancy Albarrán

/s/
Gregory J. Dannis

For SJTA:

/s/
Patrick Bernhardt

/s/
Deborah Baker

TENTATIVE AGREEMENT BETWEEN
SAN JOSE TEACHERS ASSOCIATION
TO SAN JOSE UNIFIED SCHOOL DISTRICT

ARTICLE 34000 – ELEMENTARY INSTRUMENTAL MUSIC

Delete the following article in its entirety:

~~Article 34000~~

For SJUSD:

/s/
Nancy Albarrán

/s/
Gregory J. Dannis

For SJTA:

/s/
Patrick Bernhardt

/s/
Deborah Baker

TENTATIVE AGREEMENT BETWEEN
SAN JOSE TEACHERS ASSOCIATION
TO SAN JOSE UNIFIED SCHOOL DISTRICT

Add new sections as follows:

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.

For SJUSD:

/s/
Nancy Albarrán

/s/
Gregory J. Dannis

For SJTA:

/s/
Patrick Bernhardt

/s/
Deborah Baker

**TENTATIVE AGREEMENT BETWEEN
SAN JOSE TEACHERS ASSOCIATION
TO SAN JOSE UNIFIED SCHOOL DISTRICT**

ARTICLE 13000 – CLASS SIZE AND STAFFING

Text in grey background was modified by the TA “NEW ARTICLE 38000 – SITE FLEXIBILITY AGREEMENTS”

13100 Elementary School Class Size and Staffing

~~13110 The District shall staff the elementary schools at an average ratio of one (1) classroom teacher for each twenty (20) pupils in Grades K-2 and thirty one (31) pupils in grades 4-5 enrolled in the regular instructional program at the school. When staffing schools in grades K-2, an additional teacher shall be added when the teacher-pupil ratio reaches twenty and one half (20.5) to one (1) and pupil-teacher ratio in 3rd grade reaches thirty and one half (30.5) to one (1) and/or the 4-5 pupil ratio equals thirty one and one half (31.5) to one (1). The 20:1 ratios provided herein shall be maintained only so long as the District participates in the state funded Class Size Reduction (CSR) program.~~

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) student 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.

~~13111 If the State modifies the CSR program, the District will meet and confer with the Association prior to implementing any changes allowed by the State's action.~~

~~13112 The District will meet and negotiate with the Association over the negotiable effects of a decision by the District to withdraw from the CSR program.~~

~~13120 The following pupil maximum per class shall apply in elementary schools grades K-5:~~

*Kindergarten	20
*Based on a one year MOU for the 2006 - 2007 school year	
Grades 1-2	20
Grade 3	30
Grades 4-5	31

13120 The maximum class sizes in elementary grades shall be:

Transitional Kindergarten	30
Kindergarten	30
Grade 1	30
Grade 2	30
Grade 3	30
Grade 4	31
Grade 5	31

~~13130 Except where class sizes are established by the District's participation in the state funded class size reduction program, classes 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 The faculty, by a sixty percent (60%) vote of the certificated staff, chooses to use a classroom teacher for other curriculum functions in the school provided that the District shall suffer no loss of State Apportionments as a penalty for exceeding maximum class size;

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; or

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

~~13140 It is understood that the above maximums do not include the following variable “add-ons”:~~

~~13141 English Language Development~~

~~13142 Special Education Classes~~

~~13143 Nurses~~

~~13144 Special Counseling Personnel~~

~~13145 District, State or Federal Compensatory Education Personnel~~

~~13146 Other Special Personnel~~

~~13147 Library/Media Personnel~~

~~13148 Administrators~~

~~13150 In the placement of Special Education students in the regular classroom the factors in Appendix H should be utilized.~~

13140 13160 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:

Grade 6	31
Grade 7	31
Grade 8	31
Grade 9	33
Grade 10	33
Grade 11	33
Grade 12	33

13211 Every effort will be made to schedule classes so that no single class exceeds thirty-five (35) students.

13212 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 students (35).

13213 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.

13214 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.

~~13201 The average class size for all grades in Middle and High School will be thirty one (31). Every effort will be made to schedule classes so that no single class exceeds thirty five (35) students.~~

~~13201.1 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 students (35).~~

~~13202 The base number of regular teaching staff will be computed at a ratio of 31:1 for grades 6-8 at the Middle School, and grades 9-12 at the High School.~~

~~13210 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.~~

13211 Enrolling Students:

~~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 number of students so enrolled shall not exceed the overall ratios allowed in Section 13202 (31:1). Enrollment Centers shall attempt not to assign students to a school when a particular grade level is understaffed/over enrolled. Concerns regarding the assignment of students as stated in the previous sentence shall be referred to the Contract Advisory Committee (CAC).~~

13220 The total number of basic staff as defined in ~~13202~~ **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 ~~September 15 the fifteenth instructional day of the semester and February 15~~ upon request. In addition, the number of students enrolled in one additional class shall also be available by these dates.

13221 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 ~~labs~~ within a department as well as ~~Fine Arts and computer departments~~ in a manner that is mutually acceptable to the departments and the site administration.

~~13221.5 With regard to the mainstreaming of SDC students, Appendix H will prevail with the understanding that regular classroom employees will receive appropriate assistance in providing service to these students in accordance with Articles 35241 and 35243.~~

13221.65 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.

13221.76 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.

~~13221.8 Incoming high school EL students will be assigned to the grade level that is age and credit appropriate.~~

13222 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.

13223 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.

~~13223.1 It is understood that a portion of the staff will be hired as day to day substitutes in a number reflecting actual student enrollment. These substitutes will be converted to temporary teachers for one semester based on the CBEDS collection date or released if student enrollment does not require they be kept to maintain the staffing ratios in the Agreement.~~

~~13224 Special exceptions to class size limits. Prior to initial staff assignments an administrator and staff may conclude, by a sixty percent (60%) vote of the affected certificated staff, that the needs of the school necessitate the assignment of personnel in another manner. After the sixty percent (60%) vote the administration will attempt, if requested, to implement the proposed revised staff utilization without the services of the minority vote. However, the total voting group (minority vote and majority vote) must agree to the proposed solution. If the total voting group does not reach agreement, the majority vote shall rule.~~

~~13225 Revised staff utilization. After equitable initial staff assignments have been made, those staff members directly affected, whether individual departments or groups of departments, by a sixty percent (60%) vote, may utilize their members in a manner which best meets the needs of the school and the students. After the sixty percent (60%) vote, the administration will attempt, if requested, to implement the proposed revised staff utilization without the services of the minority vote. However, the total voting group (minority vote and majority vote) must agree to the proposed solution. If the total voting group does not reach agreement, the majority vote shall rule.~~

~~13226 When it is necessary to implement Section 13224, it is suggested that voting occur in May or June for the fall semester and December or January for the spring semester.~~

~~13227 In the event the principal and staff cannot agree on Section(s) 13220 - 13226, the issue shall be referred to CAC for resolution. If CAC is not able to resolve the problem, the Superintendent shall make the final decision.~~

~~13228 For purposes of Article 13224 and 13225 "affected certificated staff" are defined as employees whose class sizes may increase as a result of the vote to assign personnel in a manner other than the usual staffing allocation.~~

~~13229 It is understood that this total does not include the following variable "add ons":~~

~~13230 English Language Development~~
~~13231 Special Education Classes~~
~~13232 Nurses~~
~~13233 "Contact" Personnel~~
~~13234 Special Counseling Personnel~~
~~13235 District and/or Federal Compensatory Education Personnel~~
~~13236 Other Special Personnel~~
~~13237 Administrators~~
~~13238 Counselors~~
~~13239 Librarians~~
~~13240 Distributive Education~~

~~13230 13241 Mainstreaming. 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. If the Association believes that exceptions should be made to this staffing allotment, the President will meet with the Human Resources Director by May 1 of the year prior to implementation of the proposed staffing to discuss this matter. In the placement of Special Education students in the regular classroom, the factors in Appendix H should be utilized. The cost of this additional staffing will come from the Association's fair share of the salary formula.~~

13230 13250 An independent studies employee shall have a maximum of twenty-eight (28) students.

13231 13251 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.

13232 13252 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.

13300 Staffing Restrictions

13310 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.

13320 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.

13330 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.

13340 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.

13350 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.

~~13360 EL students shall be distributed within a school site in accordance with the requirements of the court order on desegregation and in a manner that will maximize delivery of the instructional program. The parties agree to establish a joint committee to recommend appropriate instructional practices. (obsolete language 9-1-06)~~

13360 13370 No employees in the regular education program shall be required to provide non-instructional service to physically impaired students except in case of emergency.

~~13400 Specially Designed Academic Instruction in English (SDAIE), CLAD, and BCLAD~~

~~The District will comply with the requirements of Education Code Section 44253.10 and Title Five of the California Code of Regulations, Section 80680-80690.1, including any amendments and/or successor provisions to this law and/or these regulations.~~

~~13410 Staff development hours in pursuit of the SDAIE certificate shall count towards attainment of the 150 hours of professional growth required by Education Code Section 44277.~~

~~13420 The District and the Association will jointly develop training to meet the CLAD/BCLAD requirements which, if offered, will be on release time during the summer months at the current rate of substitute pay per day, or on staff development days.~~

~~13421 The District and the Association agree that, except as may otherwise be required by law, a unit member is not required to hold a CLAD or BCLAD certificate for continuing employment. However, the parties understand that for a teacher to be authorized to teach EL students it is necessary to have a SDAIE, CLAD, BCLAD, or other certificates required by the State.~~

13400 13500 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 contract~~, 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.

13410 13510 The implementation of an inclusion program will not be used to reduce special education employees.

~~13520 The District will continue to provide the level of support to the regular education employee with fully included students as it is currently providing.~~

~~13521 Special Day Class students shall be added to regular classes that are full only with the prior written permission of the teacher.~~

13420 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 43600 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.

...

Delete in its entirety:

APPENDIX H — MAINSTREAMING

~~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 following:~~

1. ~~Existen class size and~~
2. ~~The least disruptive situation that will still afford the student the best educational program available.~~

For SJUSD:

/s/
Nancy Albarrán

/s/
Gregory J. Dannis

For SJTA:

/s/
Patrick Bernhardt

/s/
Deborah Baker

TENTATIVE AGREEMENT BETWEEN
SAN JOSE TEACHERS ASSOCIATION
TO SAN JOSE UNIFIED SCHOOL DISTRICT

ARTICLE 9110 & 9120 – CONTACT TIME & PREPARATION TIME

Text in grey background was modified by the TA “NEW ARTICLE 38000 – SITE FLEXIBILITY AGREEMENTS”

9110 Contact Time. Regular instructional contact time ~~per week~~ 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)**. as follows, except for alternative educational programs. The instructional minutes for alternative educational programs will vary according to State guidelines.

Kindergarten	1200 minutes including 200 minutes of joint teaming.
Grades 1-3	1400 minutes
Grades 4-5	1310 minutes
Grades 6-8	1310 minutes
Grades 9-12	1375 minutes

9111 Middle School Schedule

~~9111.1 The total number of contact minutes per week shall be divided by five to determine the number of minutes taught per day.~~

~~9111.2 No teacher shall be required to meet with more than five classes per day unless there is written agreement between the teacher and principal.~~

~~9111.3 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.~~

~~9111.4 At each site the certificated staff and the site administrator shall determine the specific implementation of the program relative to the provisions of Articles 9111.1, 9111.2, and 9111.3 and subject to the program parameters determined by the Board of Education.~~

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

~~Kindergarten 350 minutes to be used before or after the school day.~~

~~Grades 1-3 150 minutes to be used before or after the school day (see also section 9120.1 for third grade preparation time during the school day).~~

~~Grades 4-5 71 minutes to be used before or after the school day (see also section 9121.1 for preparation time during the school day).~~

~~Grades 6-8 260 minutes~~

~~Grades 9-12 275 minutes~~

**Grades TK-5 150 minutes per week (for an average of 30 min/day and a total of 5,400 min/year)
Grades 6-12 280 minutes per week (for an average of 56 min/day and a total of 10,280 min/year)**

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

~~9120.1 Grade 3 preparation Time: Commencing with the 2006-2007 school year, each school will be allocated the monetary equivalent of ten (10) days per year at the District daily substitute costs for each third grade teacher (FTE) at the school. These funds will be utilized to provide preparation time for third grade teachers during the school day. Third grade employees shall meet with their building administrator to develop a plan to use the allocated monies. If a school is unable to develop a plan, the matter shall be referred to the CAC for resolution. This section shall automatically become null and void if the District restores State Class Size Reduction in the third grade.~~

~~9121 Grade 4-5 Teachers. The parties agree to provide student contact time and preparation time for Grades 4-5 employees in the same weekly amount as that provided to Grade 6-8 employees.~~

~~9121.1 Six thousand eight hundred and four (6804) minutes per 4/5 employee and 3-4 combination class employee per school year will be provided to 4/5 release teachers for the specific purpose of providing release time.~~

~~Grades 4 and 5 employees shall meet with their building administrator to develop a plan to utilize the allocated time, including provisions for coverage in case of special circumstances when a substitute is not available. If a school is unable to develop a plan, the matter shall be referred to the CAC for resolution.~~

~~9122 Elementary employees. All elementary employees shall be allowed preparation time (Section 9120) free of student contact during times when their students are receiving instruction from other certificated employees, except when the purpose of the instruction includes increasing the employee's skills in curriculum.~~

9121 The preparation time provided above to teacher 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.

9122.1 Each elementary site may develop a plan whereby additional on-site preparation time can be provided to employees at no additional cost to the District. The plan must be approved by a sixty (60) percent majority vote of the employees at the site prior to implementation. Any such plan may not alter the normal elementary school program without the permission of the principal. Part-time employees shall be eligible to cast a partial vote in proportion to their full-time equivalent status at the site. The maximum amount of preparation time granted to each employee shall not exceed the amount of time outlined for grades 6-8 in Article 9120. Any dispute as to the interpretation of the Article shall be referred to the Contract Advisory Committee for resolution.

9122.2 When an employee is not ordinarily relieved by another employee to attend to personal necessities, the building principal shall arrange for such relief.

9126 9123 When an employee is not ordinarily relieved by another employee to attend to personal necessities, the building principal shall arrange for such relief.

...

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.

9194 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.

For SJUSD:

/s/
Nancy Albarrán

/s/
Gregory J. Dannis

For SJTA:

/s/
Patrick Bernhardt

/s/
Deborah Baker

TENTATIVE AGREEMENT BETWEEN
SAN JOSE TEACHERS ASSOCIATION
TO SAN JOSE UNIFIED SCHOOL DISTRICT

ARTICLE 5000 – ASSOCIATION RIGHTS

5400 Association Leave

~~5410 Employees who are or shall become during the life of the contract elected officers of the Association shall upon application to the Superintendent of Schools be granted full or partial leave of absence without pay, for not less than one (1) semester nor more than four (4) years. The Association shall be limited to one such leave of absence at a time. The employee who is granted a partial leave shall receive credit toward salary increments provided the employee is on paid District status seventy five percent (75%) of the number of days of the teacher work year. Full leave status employees shall not receive incremental credit. The Association shall reimburse the District the total cost of the employee's compensation in accordance with Education Code Section 44987.~~

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 The District shall offer an annual contract for services to the Association President who shall act as consultant for the District.~~

~~5421 The District will determine its need for services each year.~~

~~5422 The Superintendent and the Association President will mutually determine the President's role in meeting the needs of the District.~~

~~5423 Compensation shall be equivalent to one half of the Association President's total compensation.~~

~~5424 The Association shall reimburse the District the full cost of the President's total compensation in accordance with 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 5430 Upon the request of the Board of Directors 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.~~

...

5700 Days for Association Activity

In each month ~~The the first work day that falls on a Wednesday~~ and third work day that falls on a Wednesday ~~of each month~~, 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 ~~Wednesday day~~ be set aside for Association business by submitting a written request and rationale to the Superintendent thirty (30) days in advance.

For SJUSD:

/s/
Nancy Albarrán

/s/
Gregory J. Dannis

For SJTA:

/s/
Patrick Bernhardt

/s/
Deborah Baker

**TENTATIVE AGREEMENT BETWEEN
SAN JOSE TEACHERS ASSOCIATION
TO SAN JOSE UNIFIED SCHOOL DISTRICT**

RE-ORDERING APPENDICES

<u>Old Letter</u>	<u>Title</u>	<u>Disposition</u>
A	Contingency Salary Formula	No Change
B	School Calendars	Move to Appendix D
C	Performance Assessment for Employees	Deleted (replacements moving to handbook)
D	Teacher Safety	Deleted (substance incorporated into body)
E	Preschool Salary Schedule	Move to Appendix C, as amended
F	Ten Month Infant Center Employees	Deleted
G	Other Compensation	No Change
H	Mainstreaming	Deleted (substance incorporated into body)
I	Tasks for Volunteers	Deleted
J	Coaches' Evaluation Form	Deleted (replacement moving to handbook)
K	Extracurricular Stipends	Move to Appendix F, as amended
L	Blank	Remove
M	Child Abuse: Confidentiality Reporting	Deleted
N	General Procedures for Filling Vacancies	Move to Appendix E
O	Blank	Remove
P	Catastrophic Leave Bank Forms	Deleted (forms to be managed by CAC)
Q	Domestic Partner Declaration Forms	Deleted (forms to be managed by HR)
R	School Board Policy BP6161	Deleted (substance incorporated into body)

<u>New Letter</u>	<u>Title</u>
A	Contingency Salary Formula
B	Salary Schedule
C	Preschool Salary Schedule
D	Work Calendars
E	General Procedures for Filling Vacancies
F	Extracurricular Stipends
G	Other Compensation

Amend the following references in the main body of the contract to conform with the new appendix lettering:

...

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

10120 An employee who receives an extracurricular advising or athletic coaching stipend shall be paid a sum in accordance with ~~Appendix K~~ **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 ~~Appendix J~~ **the Athletic Coaches Evaluation Form (see Teacher Evaluation System Handbook)**. The instrument shall only apply to coaching activities that are not evaluated under ~~Appendix C~~ **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 ~~Appendix J~~ **instrument Athletic Coaches Evaluation Form (see Teacher Evaluation System Handbook)** will be chosen over outside applicants.

...

15483 Released temporary employees may be selected for a position at their site after a telephone interview with the principal through July 15. (See ~~Appendix N Appendix E.~~)

...

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

...

30700 The general District procedures for releasing or reemploying temporary employees are attached as part of ~~Appendix N 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 N Appendix E~~ that are not stipulated in this Agreement or Educational Code are subject to the grievance procedure (Article 6000).

...

32210 On a yearly basis the District may make employment opportunities available to beneficiaries. Employment opportunities will consist of contract services deemed appropriate and necessary by the District. Examples of such contract services include, but are not limited to: substitute teaching, mentoring programs, and items covered by ~~Appendix K Appendix F.~~

For SJUSD:

/s/
Nancy Albarrán

/s/
Gregory J. Dannis

For SJTA:

/s/
Patrick Bernhardt

/s/
Deborah Baker

TENTATIVE AGREEMENT BETWEEN
SAN JOSE TEACHERS ASSOCIATION
TO SAN JOSE UNIFIED SCHOOL DISTRICT

ARTICLE 3000 – TERM

3100 The term of this Agreement is from July 1, **2009 2013** through June 30, **2012 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.

For SJUSD:

/s/
Nancy Albarrán

/s/
Gregory J. Dannis

For SJTA:

/s/
Patrick Bernhardt

/s/
Deborah Baker

2013-2014 SJTA CALENDAR (186 DAYS)

July 2013

Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August 2013

Su	M	Tu	W	Th	F	Sa
			1	2	3	
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September 2013

Su	M	Tu	W	Th	F	Sa
			1	2	3	4
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29						

October 2013

Su	M	Tu	W	Th	F	Sa
			1	2	3	4
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November 2013

Su	M	Tu	W	Th	F	Sa
				1		
3	4	5	6	7	8	
10		12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December 2013

Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22						
29						

January 2014

Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19		21	22	23	24	25
26	27	28	29	30	31	

February 2014

Su	M	Tu	W	Th	F	Sa
			1	2	3	4
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

March 2014

Su	M	Tu	W	Th	F	Sa
				1	2	3
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

April 2014

Su	M	Tu	W	Th	F	Sa
			1	2	3	4
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

May 2014

Su	M	Tu	W	Th	F	Sa
			1	2	3	4
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

June 2014

Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

IMPORTANT DATES

August 8, 9, 12 STAFF DEVELOPMENT

August 13 CLASSROOM

August 14 FIRST DAY OF INSTRUCTION
September 2 LABOR DAY

September 30 to October 4 FALL BREAK

October 28 to November 8 ELEMENTARY CONFERENCING
MINIMUM DAYS NOVEMBER 4-8

November 11 VETERANS DAY

November 27 DISTRICT-WIDE MINIMUM DAY

November 28-29 THANKSGIVING

December 18-20 SECONDARY FINAL EXAMS

December 23 to January 3 NEW YEAR BREAK

January 6 INSERVICE

January 20 MLK, JR. DAY

February 17-21 WINTER BREAK

March 3-14 ELEMENTARY CONFERENCING
MINIMUM DAYS MARCH 13-14

April 14-18 SPRING BREAK

May 26 MEMORIAL DAY

June 3-5 SECONDARY FINAL EXAMS

June 5 DISTRICT-WIDE MINIMUM DAY
AND LAST DAY OF INSTRUCTION

June 6 CLASSROOM

TENTATIVE AGREEMENT BETWEEN
SAN JOSE TEACHERS ASSOCIATION
TO SAN JOSE UNIFIED SCHOOL DISTRICT

Create new appendix:

APPENDIX A-3
AGREEMENT REGARDING THE SALARY FORMULA: 2013-2016

The Association and the District agree the Contingency Salary Formula in the current Agreement (Appendix A, hereafter referred to as "Formula") continues to represent a principle of revenue sharing between the District and the Association which the parties endorse.

Specifically, the 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 "appropriate" and "unrestricted" increased revenue from the State. The parties have anticipated potential changes in the manner in which these revenues are allocated to districts in the language of the Formula itself:

"[T]he 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 this formula to meet such changes in a manner consistent with the intent... [of the Formula].

* * * * *

[T]he 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."

Based on the foregoing, the parties agree as follows:

1. The Governor's 2013-2014 State Budget proposes to fundamentally alter and replace the current "base revenue limit" funding system (on which the Formula is based) with a so-called "Local Control Funding Formula (LCFF)."
2. Although the details and effective date (if at all) of an LCFF are unknown at this time, conceptually, the proposed change would impact the Formula such that it is in the parties' mutual interests to meet and negotiate over such impact instead of implementing the automatic, self-executing provision of the Formula, including the dispute resolution process in section 8(a).
3. The parties' mutual intent is to continue implementation of the Formula under any new/modified funding structure implemented during the term of this Agreement consistent with the underlying intent set forth in the Formula. Upon either party's request, the parties will meet and negotiate over how to carry out such intent.

For SJUSD:

/s/
Nancy Albarrán

/s/
Gregory J. Dannis

For SJTA:

/s/
Patrick Bernhardt

/s/
Deborah Baker

TENTATIVE AGREEMENT BETWEEN
SAN JOSE TEACHERS ASSOCIATION
TO SAN JOSE UNIFIED SCHOOL DISTRICT

Delete in its entirety: Article 32000

Add new Article 32000:

ARTICLE 32000 – RETIREMENT PROGRAM AND EMPLOYMENT AFTER RETIREMENT

32100 Eligibility – All five of the following criteria must be satisfied. Bargaining unit members satisfying all five 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 III, Row 10.

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 III, Row 10 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.

...

Modify existing section as follows:

Appendix A, paragraph 5.

Calculate the 2006-07 total cost of unit member benefits paid for by Formula Revenue, including statutory benefits associated with salaries (i.e., STRS/PERS, workers' compensation, unemployment insurance, Medicare, social security and income protection); all health and welfare costs; ~~all costs including benefits and annuities for retired unit members, including incentives that may be offered under Article 37600 and regular health benefits of \$80.00 per month (up to age 65) or \$35.00 per month (after age 65) currently being provided, all costs associated with payments under section 32151 of the 2009-2012 Agreement (the benefit offsets of \$80 and \$35 per month); and all costs associated with the one-time, lump-sum payments per section 32200; and all costs for in "lieu of benefits" associated with Visiting International Faculty (VIF) up to but not to exceed what the benefit cost would be for the same number (FTE) of unit members.~~

For SJUSD:

/s/
Nancy Albarrán

/s/
Gregory J. Dannis

For SJTA:

/s/
Patrick Bernhardt

/s/
Deborah Baker

TENTATIVE AGREEMENT BETWEEN
SAN JOSE TEACHERS ASSOCIATION TO
SAN JOSE UNIFIED SCHOOL DISTRICT

Delete in its entirety: Article 16000

Create new article:

ARTICLE 16000 – EVALUATION

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.**

16100 Employee Classifications

16110 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.

16120 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 16365, (inclusive of time spent in the Novice Teacher classification).

16130 A Permanent Teacher is a teacher who has earned permanent status in the District.

16140 A Model Teacher is a teacher who has been identified for excellence in performing his or her job responsibilities.

16141 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.

16142 There shall be no specific additional job responsibilities required of Model Teachers once they achieve the classification.

16143 Anyone selected as a Model Teacher shall hold the designation for a three-year term, but an individual may reapply for the designation.

16150 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.

16151 MTL positions shall be created and allocated under guidelines established by the TQP.

16152 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 by the Superintendent, and a teacher co-chair shall be appointed 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.

16236 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.

16237 The TQP shall select CTs and coordinate their work. The District and Association will consult over training programs for CTs.

16240 Teacher Assistance Program (TAP)

16241 TAP shall provide coaching and support to Permanent Teachers who are rated “Does Not Meet Standard” at the conclusion of a Full Evaluation Cycle.

16242 The TQP shall oversee TAP. The TQP shall meet at least four times per year to formally review all TAP cases. At each of these reviews, the TQP shall make one of three determinations for each case:

16242.1 Release from TAP

16242.2 Continue in TAP

16242.3 Recommend for termination

16243 As a rule, teachers shall participate in TAP for not more than 180 instructional days. The TQP 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 TQP considering an extension.

16244 Teachers in TAP will participate in a Full Evaluation Cycle every year they are in TAP and in the year immediately following their release from TAP.

16245 During the 2013-2014 school year the PAR program (Article 26000) will continue to operate. TAP will begin during the 2014-2015 school year. The parties will meet, discuss, and pursue the dissolution of PAR and the transition to TAP, including procedures for the dismissal process, which will include legislation for the ability to negotiate such issues.

16300 Evaluation Cycle for Novice and Probationary Teachers

16310 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.

16320 The evaluation of a Probationary Teacher is the shared responsibility of the teacher’s supervising administrator and a CT evaluator.

16330 Observations

16331 For all Probationary Teachers the administrator evaluator and the CT shall each conduct at least two rounds of observations.

16332 The first round observation from each evaluator will take place independently and in the first semester. If either evaluator determines the teacher “Does Not Meet Standard” during the first round observation, the second round observation shall be conducted jointly.

16333 If either evaluator determines the teacher “Does Not Meet Standard” during the second round observation, both evaluators will jointly perform a third round observation.

16334 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 process through the orientation process set forth in Article 16610.

16340 Support Plans

16341 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.

16342 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.

16350 Recommendations of the TQP

16351 When a Probationary Teacher is rated overall “Does Not Meet Standard” by either evaluator after the third round observation referenced in Article 16333, the administrator and the CT shall submit all evaluation documents and supporting documentation to the TQP by the end of the second week of the second semester.

16352 When a Probationary Teacher is rated overall “Meets Standard” by both evaluators, the administrator and the CT shall submit all evaluation documents and supporting documentation to the TQP by the first work day in April.

16353 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.

16354 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.

16360 Outcomes

16361 In Section 16360 and its subsections all references to Probationary Teachers refer exclusively to employees of that classification and NOT to Novice Teachers.

16362 Novice Teachers and Probationary Teachers must earn permanent status or exit employment by the end of their third year in the district.

16363 The TQP may make one of three (3) recommendations regarding a Probationary Teacher:

16363.1 the granting of permanent status, if permitted by law

16363.2 the granting of an additional year of probationary status, if permitted by law

16363.3 non-reelection

16364 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.

16400 Evaluation Cycles for Permanent Teachers

16410 Permanent Teachers shall participate in an evaluation cycle every year.

16411 At least once every three years Permanent Teachers shall participate in a Full Evaluation Cycle.

16412 Permanent Teachers shall participate in a Full Evaluation Cycle during their second year of permanent status.

16413 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.

16414 In all other years Permanent Teachers shall participate in a Professional Growth Cycle.

16420 Professional Growth Cycle

16421 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.

16422 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.

16423 Copies of the forms associated with the Professional Development Cycle shall be kept in the teacher's site and personnel files.

16430 Notices of Concern

16431 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.

16432 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.

16433 If the TQP approves the request, the administrator may begin a Full Evaluation Cycle.

16434 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.

16440 Full Evaluation Cycle

16441 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.”

16442 The evidence used in the evaluation must be from multiple classroom observations, at least two of which must be for a minimum of 45 minutes. The administrator evaluator should provide informal communication following each classroom observation.

16443 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.

16444 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.

16445 The completed support plan shall be in place for at least 20 instructional days before another full-lesson observation is conducted.

16446 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 to jointly conduct any additional full-lesson observations after the support plan is in place. 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.

16447 The administrator and the CT, if a CT is requested, shall each collect additional evidence after the support plan is in place, including evidence from at least one 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.

16448 The administrator and the CT, if a CT is requested, shall present their written evaluations to the teacher by the last workday in April. These written evaluations are hereafter referred to as the Spring Evaluation.

16450 Outcomes

16451 When a Permanent Teacher receives an overall rating of “Meets Standard” on the Winter Evaluation, the Full Evaluation Cycle is concluded.

16452 When a Permanent Teacher receives an overall rating of “Meets Standard” from all evaluators on the Spring Evaluation, the Full Evaluation Cycle is concluded.

16453 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.

16454 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.

16455 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.

16500 Evaluation Cycles for Model Teachers and Master Teacher Leaders

16510 Model Teachers

16511 A Model Teacher shall participate in the Professional Growth Cycle for Permanent Teachers during each year in the classification.

16512 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.

16513 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.

16514 Model Teachers shall participate in a Full Evaluation Cycle in the year they return to Permanent Teacher classification.

16520 Master Teacher Leaders

16521 MTLs shall participate in the Professional Growth Cycle for Permanent Teachers during each year in the classification.

16522 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.

16523 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.

16524 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.

16600 General Provisions

16610 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.

16620 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.

16630 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.

16640 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.

16650 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.

16660 For reasonable cause, a teacher may appeal to the TQP for an alternate evaluator. The TQP may grant such requests, at its discretion.

16661 An alternate evaluator granted to a teacher hired on or after July 1, 2013 shall be a CT.

16662 An alternate evaluator granted to a teacher hired before July 1, 2013 shall be the teacher's choice of either a CT or an administrator.

16670 Subject to Article 34000 (Academic Freedom), the personal life of an employee shall not become a part of the performance evaluation.

16700 Teacher Evaluation System Handbook

16710 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.

16720 The TQP shall be responsible for the content of the Handbook and for approving any amendments to the Handbook.

16721 Before amending the Handbook, the TQP shall survey evaluators and evaluated teachers, seeking recommendations for amendments.

16722 Draft Handbook amendments shall be publicized by May 1 of each year.

16723 The TQP shall receive written comments on any proposed amendments to the Handbook for at least 30 calendar days.

16724 The TQP shall hold at least one public meeting to discuss any proposed amendments to the Handbook.

16800 Other Provisions

16810 Funding

16811 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.

16812 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.

16820 District Reservation of Rights

16821 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.

16822 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.

16823 Nothing herein shall modify or affect the District's right to issue notices (of unsatisfactory performances and/or unprofessional conduct) pursuant to Education Code section 44938.

16830 Employee Protections and Rights

16831 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.

16832 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.

16833 Right of Representation. A bargaining unit member shall have the right to be represented by SJTA in any meetings of the TQP and in any TAP meetings to which they are called and shall be given reasonable opportunity to present her/his point of view concerning any report being made.

16834 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.

16835 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.

16840 Confidentiality

16841 All proceedings and materials related to the administration of this article shall be strictly confidential subject to Article 16842 below.

16842 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.

16843 Violations of confidentiality shall be addressed through legal recourse other than the contractual grievance process.

...

Move this text to a new article:

ARTICLE 25000 – EMPLOYEE RECORDS

25100 Personnel Files

25110 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.

25120 Items excluded from examination of the personnel file by Education Code 44031 are:

25121 Items obtained prior to the employment of the person involved.

25122 Items prepared by identifiable examination and/or interview committee members.

25123 Items obtained in connection with a promotional and/or interview examination.

25130 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.

25131 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.

25132 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.

25133 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.

25140 The contents of all personnel files shall be kept in the strictest confidence.

25150 The removal of any material from an employee's personnel file shall be consistent with ~~Title V, 16020—16030 Title 5, California Code of Regulations, Sections 16020-16030~~.

25160 A log indicating who has examined an employee's personnel file shall be contained therein.

...

Move this text to Article 18000 (Professional Accountability) and adjust internal references:

18900 Complaints

18910 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) workdays 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)

18911 Those matters which are resolved without further action by the administrator need not be reported to the employee.

18912 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.

18920 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.

18930 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.

...

Move this text to a new article:

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.

34200 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.

34300 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.

For SJUSD:

/s/
Nancy Albarrán

/s/
Gregory J. Dannis

For SJTA:

/s/
Patrick Bernhardt

/s/
Deborah Baker

TENTATIVE AGREEMENT BETWEEN
SAN JOSE TEACHERS ASSOCIATION TO
SAN JOSE UNIFIED SCHOOL DISTRICT

Delete in its entirety: Article 36000

Create new article:

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

36210 Credit for service shall be allowed on the Salary Schedule at the rate of one increment (step) for one year of certificated teaching service, up to a maximum of nine (9) increments. All employees shall advance one vertical step on the salary schedule for each year of service except those whose placement is at the maximum step for their class.

36220 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.

36230 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.

36240 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.

36250 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 for them 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.

36260 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.

36270 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.

36300 Advancement on the Appendix B-1 Salary Schedule

36310 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 AB. 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.

36311 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.

36312 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.

36620 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.

36630 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.

36640 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.

36641 Employees in Rows 1-12 of Column I shall move to Column II in the same row, following any advancement earned under section 36610.

36642 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.

36650 Employees shall advance from Column II (Permanent-II) to Column III (Permanent-III) for the school year after they acquire one hundred (100) SJUSD Professional Development Points.

36651 During the 2013-2014 school year, the parties shall develop additional evidence-based criteria for which points may be awarded, the mechanism for awarding points, and the number of points to be awarded. A committee composed of District representatives appointed by the Superintendent and Association representatives appointed by the SJTA President shall present recommendations to the District and the Association for development of a Memorandum of Understanding which will be subject to approval by the parties before implementation of the Appendix B-2 Salary Schedule.

36652 SJUSD Professional Development Points may be awarded, by way of example only, for completing a second teaching credential, participation in SJUSD professional development, and other criteria consistent with Section 45028 of the Education Code.

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 Leaders 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 masters degree and a maximum of one for a doctorate 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 through the Formula Review Committee.

37900 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:

37910 The payment of additional compensation based upon criteria other than years of training and years of experience; and

37920 A salary schedule based on criteria other than a uniform allowance for years of training and years of experience.

For SJUSD:

/s/
Nancy Albarrán

/s/
Gregory J. Dannis

For SJTA:

/s/
Patrick Bernhardt

/s/
Deborah Baker

APPENDIX B-1
2013-2014 SALARY SCHEDULE

	BA		BA+45		BA+60
	I	IA	II	IIA	III
1	48,588		48,588		48,588
2	48,588	48,780	48,588	48,847	51,164
3	48,588	48,847	51,164		53,740
4	51,164		53,740		56,316
5	53,740		56,316		58,892
6	56,316		58,892		61,468
7	58,892		61,468		64,044
8	61,468		64,044		66,620
9	61,468		66,620		69,196
10	61,468		66,620		71,772
11	61,468		66,620		71,772
12	61,468		66,620		71,772
13	61,468		66,620		71,772
14	61,468		66,620		71,772
15	64,044		69,196		74,348
16	64,044		69,196		74,348
17	64,044		69,196		74,348
18	66,620		71,772		76,924
19	66,620		71,772		76,924
20	66,620		71,772		76,924
21	69,196		74,348		79,500
22	69,196		74,348		79,500
23	69,196		74,348		79,500
24	71,772		76,924		82,076
25	71,772		76,924		82,076
26	71,772		76,924		82,076
27	74,348		79,500		84,652
28	74,348		79,500		84,652
29	74,348		79,500		84,652
30	76,924		82,076		87,228

APPENDIX B-2
2014-2015 SALARY SCHEDULE

	Probation		Permanent		Model	Master
	I	II	III	IV	V	
1	48,588		48,588	48,588	58,588	73,588
2	48,588		48,588	51,164	61,164	76,164
3	48,588		51,164	53,740	63,740	78,740
4	51,164		53,740	56,316	66,316	81,316
5	53,740		56,316	58,892	68,892	83,892
6	56,316		58,892	61,468	71,468	86,468
7	58,892		61,468	64,044	74,044	89,044
8	61,468		64,044	66,620	76,620	91,620
9	61,468		66,620	69,196	79,196	94,196
10	61,468		66,620	71,772	81,772	96,772
11	61,468		66,620	71,772	81,772	96,772
12	61,468		66,620	71,772	81,772	96,772
13	61,468		66,620	71,772	81,772	96,772
14	61,468		66,620	71,772	81,772	96,772
15	64,044		69,196	74,348	84,348	99,348
16	64,044		69,196	74,348	84,348	99,348
17	64,044		69,196	74,348	84,348	99,348
18	66,620		71,772	76,924	86,924	101,924
19	66,620		71,772	76,924	87,783	102,783
20	66,620		71,772	76,924	88,641	103,641
21	69,196		74,348	79,500	89,500	104,500
22	69,196		74,348	79,500	90,359	105,359
23	69,196		74,348	79,500	91,217	106,217
24	71,772		76,924	82,076	92,076	107,076
25	71,772		76,924	82,076	92,935	107,935
26	71,772		76,924	82,076	93,793	108,793
27	74,348		79,500	84,652	94,652	109,652
28	74,348		79,500	84,652	95,511	110,511
29	74,348		79,500	84,652	96,369	111,369
30	76,924		82,076	87,228	97,228	112,228

Base	48,588
Core Step	2576
Masters Stipend	2576
Doctorate Stipend	2576
Nat'l Board Stipend	2576

Base	48,588
Core Step	2576
Longevity Step	858.67
Masters Stipend	2576
Doctorate Stipend	2576
Nat'l Board Stipend	2576
Model Teacher Stipend	10,000
Master Teacher Stipend	15,000
(req outside funding)	
(req outside funding)	

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/
James H. Marshall
Science Teacher
Castillero Middle School

/s/
María Armas-González
Fourth Grade Teacher
Bachrodt Academy

/s/
Shannon McGee
Principal
Willow Glen Middle School

/s/
Deborah Baker
Executive Director
San José Teachers Association

/s/
Melissa Mohamed
Principal
Hacienda Elementary School

/s/
Patrick Bernhardt
Mathematics Teacher
Pioneer High School

/s/
Karen K. Sauer
Autism Resource Program Teacher
Lowell Elementary

/s/
Dane Caldwell-Holden
Principal
Learning Options

/s/
Jennifer Thomas
President
San José Teachers Association

/s/
Kristen Chappelle
Second Grade Teacher
Graystone Elementary

/s/
Lori van Gogh
Director
Finance

/s/
Gregory J. Dannis
Legal Counsel
Dannis Woliver Kelley

/s/
Jason Willis
Assistant Superintendent
Community Engagement & Accountability

/s/
Jodi Lax
Director
Curriculum, Instruction, & EL Services (PreK-5)

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:

To be signed after ratification

Pamela Foley
President, Board of Education

To be signed after ratification

Dr. Vincent Matthews
Superintendent of Schools

Date

For San Jose Teachers Association:

To be signed after ratification

Jennifer Thomas
President

To be signed after ratification

Clare Maeda
Secretary

Date