

#830745

AGREEMENT BETWEEN

**SAN JOSE UNIFIED
SCHOOL DISTRICT**

AND

1,500
Teachers

**SAN JOSE TEACHERS
ASSOCIATION**

1999-2002

X-6(30/2002

0002/10/2002

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ARTICLE 1000

AGREEMENT

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

ARTICLE 2000

RECOGNITION

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

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

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

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

ARTICLE 3000
TERM OF AGREEMENT

3100 The term of this Agreement is from July 1, 1999 through June 30, 2002. Thereafter, this Agreement shall continue in effect year to year unless one of the parties notifies the other in writing, no earlier than January 1, no later than March 1, immediately preceding the expiration date, of its request to modify, amend, or terminate specific sections of this Agreement. Upon receipt from the parties of a request to modify, amend, or terminate specific sections of this Agreement the other party shall have ten (10) calendar days to respond, pursuant to the provisions of Article 4000.

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

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

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

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

3300 The parties agree to create a Contract Advisory Committee (CAC) composed of the Superintendent, the Director of Human Resources, the Association President, and the Association Executive Director. The mission of this Committee will be to examine means whereby employee compensation shall be raised to the upper quartile and to develop procedures to attract and maintain quality employees, particularly in identified special needs areas. The Committee shall review other District matters, such as the first semester grading policy and the final exam policy, as appropriate. Results of the committee's meetings shall be published and distributed jointly by the Association and the District.

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

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

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

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

ARTICLE 4000

NEGOTIATIONS PROCEDURES

- 4100** Between January 1 and March 1 of the year the Agreement terminates (or provides for any reopeners in the ensuing year) either party may submit to the other a request to modify, amend, or terminate specific sections of the Agreement.
- 4110** Upon receipt of a request from either party as described in Section 4100, the District will follow the regulations adopted by the Board of Education based on the collective bargaining law (Division 4 of Title 1 of the Government Code, Chapter 10.7, Article 8, Section 3547) that provides for public opinion to be expressed on negotiation proposals.
- 4200** The District and Association agree that the persons acting as chief negotiators for the respective parties shall have the authority of the respective party and shall be authorized to make proposals, counter proposals, and to sign tentative agreements.
- 4300** Either party to the Agreement may utilize the services of consultants as they deem necessary, during the negotiations process.
- 4400** Negotiations shall take place at mutually agreeable times and places provided that such meetings shall be held within ten (10) calendar days from receipt of a written request of either party to meet and the provisions of Article 4110 have been met.
- 4500** Should impasse be declared by either party to this Agreement, the declarant party shall be responsible to notify the Public Employee Relations Board.
- 4600** The date, time, and agenda for future negotiation sessions will tentatively be established at the close of each session.
- 4700** Representatives of the District and/or Association may request to meet, if the need arises, to review problems associated with contract implementation. Such requests shall be honored by either party.

ARTICLE 5000
ASSOCIATION RIGHTS

5100 Use of Facilities

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

5120 The immediate supervisor of the facility or building may grant the Association use of District equipment as long as such use is in accordance with the procedures provided for in the Civic Center Act and provided the use of such equipment does not interfere with the normal student instruction or work production of the District. The Association shall pay for the cost of all materials and supplies incident to each use.

5130 The Association agrees to leave facilities, buildings, and/or equipment used in a clean, orderly, and operable condition.

5200 Access to Work Locations

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

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

5300 Use of School Bulletin Boards and School Mail Delivery Service

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

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

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

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

5400 Association Leave

5410 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 (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.

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.

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) working days in advance of the request for release time. No individual employee shall be released for more than twelve (12) days per year.

5500 Employee Lists

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

5600 Information to be provided to the Exclusive Organization

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

5700 The first and third 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. No other days shall be designated without the approval of the Superintendent or his/her designee. The Association may request any other Wednesday be set aside for Association business by submitting a written request and rationale to the Superintendent thirty (30) days in advance.

5800 Employee Representatives' Participation In Administrative Meetings

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

5900 Non Discrimination

5910 The District and Association shall not discriminate against any employee on the basis of political activities or participation in any employee organization.

5920 Neither the District nor the Association shall discriminate against any officer or employee of the District in violation of the law on the basis of race, color, creed, age, religion, sex, national origin, political affiliation, domicile, marital status, sexual orientation, or handicapping condition.

ARTICLE 6000
GRIEVANCE PROCEDURE

6100 Intent

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

6110 Settlement at any stage shall bind the immediate parties to the settlement but shall not be a precedent in later grievances.

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

6200 Definitions

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

6220 An "employee" is any person in the unit covered by this Agreement.

6230 A "grievant" is an employee, group of employees, or the Association who submits a grievance.

6240 A "respondent" is the party named by the grievant as being responsible for the alleged violation or dispute in question.

6250 A "workday" is defined as one on which a full-time employee is scheduled to work.

6300 General Provisions

6310 An employee or group of employees may submit grievances which affect them personally and shall submit such grievance to the building principal unless the grievance is directed at a decision of a higher authority. In that event, the grievance shall be submitted to the Superintendent.

6311 The Association may submit any grievance that involves a group or class of employees. If it is limited in effect to one school, the grievance shall be submitted to the building principal; otherwise it shall be submitted directly to the Superintendent. When the Association files a grievance with unnamed respondents, the Association will, upon request from the District, provide the names of the employees affected by the grievance and indicate the nature of the problem. This information will be provided during the informal stage of the Grievance Procedure to the Director of Personnel. The names of the affected individuals shall be kept confidential. The District and the Association shall work cooperatively to resolve the matter.

6320 A grievant may be accompanied and/or represented at any level of this procedure by a representative of his/her choice.

6321 Any employee may, at any time, present grievances to the employer, and have such grievances adjusted, without the intervention of the exclusive representative as long as the adjustment is reached prior to arbitration and the adjustment is

not inconsistent with the terms of this Agreement; and provided the District shall not agree to a resolution of the grievance until the Association has received a copy of the grievance and the proposed solution and has been given an opportunity to file a response.

6330 No later than thirty (30) work days following the signing of the Agreement, the Association will designate in writing to the Superintendent one (1) employee and one (1) alternate for each school site who are to receive time off for Association representation. When necessary, subsequent changes can be made upon notification to the Superintendent.

6331 Whenever time is needed for processing a grievance during the school day, the grievant and no more than two (2) persons from the Association to represent the grievant, exclusively will be allotted such time with no loss in pay provided that:

6331.1 Twenty-four (24) hours prior to release from duties for grievance processing, the designated representative informs the immediate supervisor in order that an adequate substitute may be obtained if necessary.

6331.2 Such time off shall be limited solely to representing a grievant. In addition, a maximum of one (1) work day or its equivalent per grievance may be utilized in gathering information, interviewing witnesses, or preparing a presentation.

6332 Persons testifying at arbitration hearings will be released with no loss in pay.

6340 Both parties to the grievance shall have access to documents, within the policies and procedures defining confidentiality, which assist in adjusting the grievance.

6350 Records dealing with the processing of a grievance shall be filed separately from the grievant's personnel records and shall be considered confidential.

6360 If there is a failure to communicate the decision of a grievance at any step of this procedure within the specified time limits, the grievant may proceed to the next step of the procedure.

6370 Time limits may be extended or reduced by mutual agreement of the parties.

6371 If a grievance cannot be processed through all the steps in the procedure by the end of the school year, the time limits noted will be reduced so that the procedure may be culminated as soon as practicable.

6380 No decision or adjustment of a grievance shall be contrary to existing law or to any provision of this Agreement.

6390 A grievant may withdraw a grievance at any time with the understanding that no future grievance may be filed based on the same alleged incident.

6400 Grievance Procedure

6410 Step 1 - Informal

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

6411 The respondent shall reply in writing within seven (7) work days after the informal meeting.

6412 If the matter is not resolved at the informal discussion and the grievant wishes to pursue the matter further, the grievant shall notify the respondent that a formal grievance is being initiated.

6413 The grievance shall then proceed to Step 2.

6420 Step 2 - Formal

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

6421 Each formal grievance shall be submitted on a form approved by the District and the Association. Information shall:

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

6422 The respondent shall reply in writing within seven (7) work days after receiving the written grievance.

6423 The respondent shall furnish one (1) copy of the response to the grievant and one (1) copy to the Association.

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

6430 Step 3 - Superintendent

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

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

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

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

6440 Step 4 - Arbitration

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

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

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

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

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

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

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

6447 The decision of the arbitrator shall be binding.

6448 Any arbitration costs mutually accrued shall be shared equally by the Association and the District.

6449 Nothing in the foregoing shall be construed to empower the arbitrator to make any decision amending, changing, subtracting from, or adding to the provisions of this Agreement, or empower the arbitrator to render any decision or make an adjustment which is contrary to law.

ARTICLE 7000

ASSOCIATION DUES OR FEES AND PAYROLL DEDUCTIONS

7100 Any employee who is a member of the Association or who has applied for membership may deliver to the District an assignment authorizing deduction of membership dues in the Association. This authorization or a membership established by direct payments to the Association shall continue in effect from year-to-year unless revoked in writing between July 1 and July 31 of the year in which this Agreement terminates. Pursuant to this authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the teacher each month for ten (10) months. Monthly deductions for teachers who sign such authorization after the commencement of the school year shall be prorated through the remaining pay checks.

7200 The District agrees to remit to the Association all monies deducted under Section 7100 of this Article accompanied by a list of employees for whom such deductions have been made and indicating any change in personnel from the list previously furnished.

7300 The District shall not be obligated to put into effect any new, changed, or discontinued deduction until the pay period commencing fifteen (15) days or longer after such submission.

7400 Existing administrative procedures regarding other legally authorized voluntary deductions (e.g., annuities, credit union, savings, bonds, charitable donations, etc.) shall be continued. The Business Office will make available at bargaining unit work sites, information regarding items that are available for payroll deductions. Such authorization may be invoked or revoked in writing by the employee at any time.

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

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

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

7600 District obligation

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

7620 The District shall inform all employees of the bargaining unit of their obligation to either join the Association (SJT/CTA/NEA) or pay a service fee equal to the membership dues of the Association. Failure of the District to so inform employees shall not be a defense for any employee who fails to comply with this provision.

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

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

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

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

ARTICLE 8000

TEACHER ORIENTATION

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

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

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

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

8410 Where a special need for such orientation can be demonstrated, attendance may be required to provide assistance to employees new to a building, provided however that:

8411 The employee is consulted regarding the need for such orientation prior to the requirement, and

8412 An equivalent amount of time will be deducted from non-student contact time responsibilities of the employee.

ARTICLE 9000

PROFESSIONAL WORKDAY/HOURS/ASSIGNED DUTIES

9100 The parties recognize the principle of an eight (8) hour work day and forty (40) hour week for full-time employees during the regular school year. The professional work day is defined as the amount of instructional time plus the number of hours necessary to plan, prepare and evaluate instructional activities as determined by the employees. The work week for teachers shall be comprised of the following activities:

9110 Regular instructional contact time per week for members of the bargaining unit shall be as follows:

| | |
|--------------|--|
| 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 mutual 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 mutual 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.

9112 When a kindergarten employee is not ordinarily relieved by another employee to attend to personal necessities, the building principal shall arrange for such relief.

9120 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 are 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. |
| Grades 4-5 | 260 minutes, 71 minutes of which may be used before or after the school day. |

Grades 6-8 260 minutes

Grades 9-12 275 minutes

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 middle school students (1) who receive mid-semester warning notices and/or (2) when it is determined that a student will receive a "D" or an "F" semester grade.
- 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

9121 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.

9121.1 189 minutes of the preparation time, in increments of 63 minutes per day three times per five day week, or the equivalent thereof, will be provided by designated substitutes assigned to each site for the specific purpose of providing the release time for Grade 4-5 employees. These substitutes will be used exclusively to provide a supplemental instructional program that does not require the presence of the regular Grade 4-5 teacher in the classroom. If a designated substitute is absent, s/he will be replaced by a regular substitute. Should a regular substitute not be available then the Grade 4-5 employee will be compensated with a make-up preparation period within ten (10) working days of the loss, or, if that is not possible, thirty-five dollars (\$35) for every preparation period lost.

The grades 4 and 5 employees shall meet with their building administrator to develop a plan to utilize the allocated monies. It is recommended that schools develop a specialist program. If a school is unable to develop a specialist program, it may use substitute teachers. When schools submit their plans to the CAC, the CAC will provide assistance in finding the preferred specialist program. If substitutes are utilized, it should be considered as an interim solution until the District has had an opportunity to assist in the establishment of a specialist program.

9121.2 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.

9121.3 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 60% 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 this Article shall be referred to the Contract Advisory Committee for resolution.

9121.4 CAC will examine different or additional ways to allow elementary employees preparation time.

9130 Supervisory Duties:

9131 Elementary employees may be assigned a maximum of fifty (50) minutes per week of supervisory duties. Recess supervision would be a typical example of such duty. Lunch supervision, if required, shall not infringe on the employee's thirty (30) minute duty free lunch period.

9132 Secondary employees may be assigned a maximum of three (3) In-District (including P.A.L. and San Jose City College) supervisory assignments per year. Dances, athletic contests, and/or graduation exercises would be typical examples of such duties. There shall be no supervision during the regular school day. Such duties shall be assigned in an equitable manner.

9133 Middle School employees may be assigned a maximum of 425 minutes per semester of in-District supervisory duties. Such duties may include recess and lunch supervision (but not to infringe on the employee's thirty (30) minute, duty-free lunch period,) dances, athletic events, promotion exercises and/or other student events. Such duties shall be assigned in an equitable manner.

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

9150 No more than fifty (50) hours per year may be required for staff meetings (faculty meetings, departmental meetings, grade level meetings, District and/or special meetings), back to school

night, open house, State or Federal required tasks, staff development, or preparation for accreditation.

9151 No more than twenty-five (25) hours will be required in any one semester. Travel time related to meetings held away from the primary work site shall be considered as part of the fifty (50) hour total.

9152 For special education staff these responsibilities may include fifteen (15) hours per year of special education staff development of which ten (10) hours are District-directed and five (5) hours self-selected.

9160 Sixth Period Assignment

9161 Employees may volunteer to teach a sixth (6th) period only when the current schedule and staffing does not meet the identified need and only after the following options have been attempted:

9161.1 a pool of acceptable, qualified retirees has been developed and investigated

9161.2 the position has been offered to a qualified employee with less than a full-time assignment

9161.3 the position has been offered to a qualified substitute

9161.4 shared staffing arrangements between schools have been investigated

9162 A sixth period assignment shall be offered on a volunteer basis only and subject to the following criteria:

9162.1 the employee shall be assigned five (5) instructional periods in addition to the sixth (6th) period

9162.2 the employee shall not have any release period other than the period in which the sixth (6th) period will be taught

9162.3 the employee shall be properly credentialed

9162.4 the employee shall have an effective evaluation

9200 The parties recognize the principle of an eight (8) hour work day and forty (40) hour work week for full-time employees during the regular school year. The work week for counselors, librarians, and nurses shall be comprised of the following activities:

9210 1500 minutes to plan, prepare, implement, and evaluate the activities required of the position.

9220 No more than fifty (50) hours per year may be required for staff meetings (faculty meetings, departmental meetings, grade level meetings, District and/or special meetings for related professional activities.) No more than twenty-five (25) hours will be required in any one (1)

semester. Travel time related to meetings held away from the primary work site shall be considered as part of the fifty (50) hour total.

9230 Counselors, librarians, and nurses shall not be required to report for duty more than thirty (30) minutes prior to the start of school.

9240 The balance of the forty (40) hour work week may be used as determined by the counselor, librarian, or nurse for additional planning, preparation, implementation or evaluation of the tasks required for the position for such activities that will enhance the counseling, library, or health program for students.

9300 Prior to the beginning of each year in an elementary school and each semester in a secondary school, 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.

9400 The district may require members of the bargaining unit to cover for other employees in the case of emergency. An emergency exists after all of the following conditions have been met and the need for a substitute still remains:

9410 The Human Resources Office has not been able to provide a qualified substitute for the class.

9420 When teacher volunteers who wish to substitute on their prep period for \$35 per period have been placed.

9421 Special Education Resource Specialists shall not substitute during their testing period.

9430 Elementary teachers shall be entitled to the per period rate specified in section 9420, for each hour (in 15 minute increments) during which the teacher accepts students into his/her classroom to cover for another employee in the absence of a substitute.

9440 If applicable, this hourly rate shall be divided among the number of teachers who accept students into their classroom to cover for another employee in the absence of a substitute.

9441 An elementary teacher shall not be required to cover for another employee whose class has been divided among a number of teachers in the absence of a substitute.

9450 Unit members who do not have a regular classroom assignment, including but not limited to 4/5 teachers during their release time, site-based resource teachers and learning resource teachers, may earn a maximum of one period or one hour of compensation per day under this article.

9460 All classroom teachers on release time from a given school which is unable to secure a substitute for an absent teacher are, where possible, reassigned to their classroom.

9470 All other available site personnel, including site administrators, have been assigned to the classroom pursuant to a rotation plan developed by the site for this purpose.

9471 Site resource teachers shall not be assigned to substitute at a site other than the one to which they are normally assigned on a particular day.

9472 Full time resource teachers who do meet with groups of students on a daily basis may be assigned no more than one (1) day (five (5) periods on the secondary level) per month to substitute.

9480 Should a substitute shortage continue to exist after the provisions of Articles 9400-9470 have been implemented, the District may assign appropriately credentialed resource teachers assigned to the District Office to cover classes in the following manner:

9481 Full time resource teachers who do not meet with groups of students on a daily basis may be assigned no more than three (3) days (fifteen (15) periods on the secondary level) per month to substitute;

9482 Part time resource teachers shall be assigned on a pro rata basis;

9483 District resource teachers shall be assigned to the same site as much as possible subject to the provisions of Article 9484 below;

9484 As much as possible all such assignments shall be on a rotational basis.

9500 Conferencing with Parents

9510 Ten (10) school days shall be designated in the month of November and in or about the month of March for elementary parent/teacher conferences. One (1) of the ten days in November shall be an inservice day for the purpose of conducting such conferences. School site staff meetings shall not occur during the ten (10)-day period in November.

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 his/her 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 Nothing herein shall preclude parent-teacher conferences which are on other than a face-to-face basis when determined appropriate by the employee and approved by the principal.

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 Teachers of students at Grades 6-12 issuing mid-semester warning notices are encouraged to have personal contacts/conferences with parents, upon request, regarding the student progress that caused such notices to be issued.

9521 Nothing herein shall preclude parent-teacher conferences which are on other than a face-to-face basis when determined appropriate by the employee and approved by the principal.

9600 Assignments

9610 High School Assignments

9611 General assignments for staffing departments are the responsibility of the principal. In case of a conflict within a department, the resolutions shall be determined by the principal or his/her representative.

9612 If it becomes necessary for an employee to perform in two or more departments, all other staffing combinations must be examined with respect to (a) training, (b) credentials, and (c) experience.

9613 Senior high school principals shall attempt to assign to a teacher no more than three (3) preparations per day.

9620 Middle School Assignments

9621 General assignments for staffing are the responsibility of the principal.

9622 In making assignments the principal shall consider (a) training, (b) credentials, and (c) experience.

9623 Middle School principals shall attempt to assign teachers in accordance with preferences and shall keep preparations to a minimum.

9630 Elementary Assignments

Elementary employee assignments within the school shall be the responsibility of the building principal. The Principal shall endeavor to make assignments that are compatible with the employee's request.

9631 Kindergarten employees who elect to do student assessments shall have up to three (3) days of substitute time within the first twenty (20) days of student attendance for this purpose. If possible and with substitute cooperation, morning and afternoon kindergartens shall use one substitute. Specific days shall be mutually agreed upon by the employees and the site manager. Mutually agreed upon days may be reserved for later in the year. This provision shall be evaluated by the parties toward the end of the Agreement to determine continuation or potential modifications in the program.

9632 Kindergarten orientation will occur on the first day of student attendance. All students, in groups of approximately ten (10), with parents invited, shall attend an orientation period of one (1) hour. Thereafter, parents and children may receive an additional administrator orientation, or leave the site, pursuant to Article 9633 below. Kindergarten employees shall arrange appropriate supervision for students not accompanied by parents. Combination class kindergartens shall establish alternate orientation procedures.

9633 Kindergarten employees shall develop an Independent Study Program for students not directly involved in orientation activities. The combined orientation and Independent Study activity shall not be less than 200 minutes. Combination class kindergarten shall establish alternate orientation procedures.

9640 Broadway High School and Young Mothers' Program

Except as hereinafter provided in this Section, the Provisions of Article 9000, Section 9100 through 9500 do not apply to the Broadway High School or to the Young Mothers' Program. The principal of Broadway High School shall consult with these staffs to determine teaching loads, preparation time, planning time, number of student contact minutes, class time spent in special projects, and supervision of student activities. Failure to agree on the above items will cause these to be referred to the Superintendent for final resolution.

9641 Broadway High School and Young Mothers' Program employees shall not be assigned activities listed in Article 9132 except for graduation exercises and one other meeting such as an Open House, Back to School Night, or Spaghetti Supper.

9650 Regular Classroom Independent Study

The San Jose Unified School District is participating in a program designed to recoup monies lost from student absences for personal reasons involving family travel. While the District believes that classroom instruction time cannot be replaced by independent work, the District also acknowledges that a program is needed to assist students who must take time off for family or personal reasons. This program is to assist those students and parents.

9651 Independent Study Credit for Special Study/Travel is for a maximum of fifteen (15) days per semester for absences caused by family need for family trips which must be taken during school time.

9651.1 Students requesting credit are to complete an agreement which must be signed by the student, the parent, and the principal or his/her designee at least three days prior to the start of the absence.

9652 The student has a maximum of ten days to complete all assignments after he/she returns to school. Assignments will be reviewed by the appropriate administrator or teacher and given a "+" or "-" evaluation. Students seeking credit in these programs will receive a "+" for their participation if all contract obligations have been met according to the designated timeline. No letter grades will be given.

9652.1 Parents and students are held accountable for the work. Students who do not sign up in advance are not allowed to make up missed work.

9652.2 Tests, quizzes, labs and other special assignments given during an absence will not be part of the contract, but may be made up at the discretion of the teacher.

9653 The Independent Study for Special Study/Travel K-12 shall be assigned by the appropriate administrator at each school site. The District developed Study Packet at the appropriate grade level shall provide the instructional program for the student. Upon completion the administrator will evaluate the work and issue a "+" or "-" grade. The school will be granted 25 per cent of the ADA recouped by short term agreements. This incentive will be awarded when final attendance records are complete in June.

9654 At the discretion of the teacher(s) to whom the student is assigned, the Independent Study for Special Study/Travel K-12 may be developed specifically by the assigning teacher in lieu of using the District developed material. Should a teacher choose to develop a plan of study for the student, the following shall apply:

9654.1 Secondary Level

- a. The teacher shall be responsible for developing the plan of study, meet with the parents, evaluate the completed work with an evaluation of "+" or "-" and sign off on the agreement.
- b. 67% of the money recouped by the school as a result of the teacher directed short term agreement shall be credited to teachers on a common list to be used for educational purposes as the group sees fit. 33% will be assigned to the school.
- c. A list of common teachers and accounts will be generated by the Educational Options office in August. Money will be assigned to the school's 4310 account at that time.

9654.2 Elementary Level

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

b. 67% of the money recouped by the school as a result of the teacher directed short term agreement shall be credited to the teacher the following year in the form of a stores credit to be used for District stores orders by the individual teacher. 33% will be assigned to the school.

9655 No teacher shall be required to develop/evaluate the independent Study plan. It shall be an option exercised at the discretion of the teacher.

9656 Any teacher who develops/evaluates the Independent Study plan without using district developed packets shall be recompensed as outlined above. When District packets are used the school earns 25% of the ADA.

9657 For teachers and schools to be properly credited, the completed and signed-off contracts must be sent to the Educational Options office for record keeping. TEACHER NAMES MUST BE LEGIBLE TO BE CREDITED.

9658 One copy of contract and work samples goes in the student's cum folder.

9659 State register pages are to be sent to Attendance Accounting for attendance credit which generates ADA.

9700 School Closings

9710 If it is necessary to close a school or schools due to an emergency condition, other than concerted activities by employees, employees shall suffer no loss in wages or benefits as a result.

9720 Employees shall be permitted to leave the school immediately after students provided, however, that employees may be required to attend a District meeting on the nature of the emergency.

9730 The Contract Advisory Committee will establish a committee to develop appropriate guidelines on emergency school closings.

9800 Notification of Assignments

The District shall endeavor to make known to each member of the unit his/her assignment for the following year by the end of the current school year. If changes are necessary, a unit member will be notified immediately through the U.S. mail, or sooner.

9900 No employee shall be required to meet with any Administrator without an Association representative also being present, if such meeting is determined by the employee to be disciplinary in nature or could reasonably be expected to lead to disciplinary measures.

ARTICLE 10000

NON-TEACHING AND CO-CURRICULAR ASSIGNMENTS

10100 Activity Pay Scale

10110 Each senior high school will receive a specific monetary allotment for co-curricular activities. The principal and staff at each school will determine their local needs for these co-curricular activities within the general policies and activities adopted by the District.

10120 The parties agree to refer to the Contract Advisory Committee the entire field of extra duty work and to recommend appropriate rates of pay for it.

10200 Employees assigned co-curricular duties shall be paid an additional sum above the regular salary schedule. The amounts of the additional sums are set forth in Appendix G and shall be paid in one lump sum in the pay period following completion of the activity as authorized by the building principal.

10300 When vacancies occur in paid co-curricular advisorships and/or coaching positions, the position will be posted for five (5) days and an opportunity to apply/interview for the vacancy will be offered to qualified regular employees. Certificated employees who have received current and applicable satisfactory District coaching and/or advisorship evaluations will be chosen over outside applicants.

10310 The parties agree to set up a joint committee, or committees if deemed appropriate, composed of equal representation from the Association and the District to develop the appropriate evaluation instrument which shall become Appendix "J" of the Agreement upon ratification by the respective parties.

10320 The advisorship evaluation instrument to be developed shall only apply to those advisorship activities that are not evaluated under Appendix "C".

10400 No employee shall be required to grade a student for participation in a co-curricular activity for which the principal has determined that the employee is not directly responsible.

10500 Employee Assignment to Outdoor Science Camp

10510 Compensation shall be in accordance with Appendix G for each overnight attendance.

10520 No employee shall be required to attend Outdoor Science Camp under either of the following conditions:

10521 If attendance creates a hardship. In such case the principal will make alternate arrangements.

10522 If the employee can find an appropriate replacement from the school staff.

10530 No employee shall pay a fee for attendance.

10540 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.

10600 Current co-curricular compensation shall be increased by the same percentage as the salary schedule increases.

ARTICLE 11000

LEAVES OF ABSENCE

11100 With Compensation

11110 Absence from Duties Due to Illness, Accident or Quarantine

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

11120 Pregnancy or Recovery from Pregnancy

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

11130 Personal Necessity

Any days of leave of absence for illness or injury allowed for sick leave may be used by the employee, upon approval, in cases of Personal Necessity. Personal Necessity leave shall be limited to circumstances that are serious in nature. A maximum of seven (7) days of accumulated sick leave may be used in any one school year for Personal Necessity/Compelling Personal Importance leave. The following reasons constitute Personal Necessity:

11131 Death or illness of a member of the employee's immediate family. (Immediate family is defined under bereavement leave.) Absences for illness in the immediate family may be extended up to five (5) days by the Director of Human Resources in cases of prolonged serious family illness. A deduction equivalent to the amount normally paid a substitute will be deducted from a certificated employee's wages even though a substitute may not be employed or required (Education Code, Section 44977).

11132 Accident involving the employee or the employee's property or the person or property of a member of the employee's immediate family.

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 his/her assigned hours of service.

11134 Personal Necessity: 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) working days after returning from the leave, the Certificated Employee District Leave Form to the Director of Human Resources or his/her 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 his/her designee.

11136.1 Two (2) 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.

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, 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: Loss of Sick Leave - Three (3) days of leave with pay may be granted to employees with the permis-

sion 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: son-in-law, daughter-in-law, brother, sister.

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.

11150 Jury Duty

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

11160 Industrial Accident and Illness

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

11170 Employees who need an accounting of accumulated sick leave days may obtain this information upon request to the payroll department. Effective no later than the start of the 1984-85 school year, the District shall provide each employee with a monthly accounting of the status of sick leave.

11180 Military Absence

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

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 Assistant Superintendent 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 high 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 high 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 Associate Superintendent.

11192.5 Guidelines from each area and nominees for conference attendance shall be submitted to the Associate Superintendent 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 Assistant Superintendent of Human Resources when the following criteria have been met:

11211 a request to attend such meetings has been submitted to the Assistant Superintendent 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) working 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 his/her sole purpose to represent educational interests.

11220 The certificated employee will receive the difference between his/her salary and the salary paid his/her 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).

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

11320 Examples of voluntary absences which, if approved, carry a full salary deduction are:

11321 Outside commercial interests or commitments of the employee or his/her spouse.

11322 Conventions, meetings, workshops, outside of the field of education (see Section 11210 for exceptions).

11323 Socially oriented activities - including marriages, wedding, and award presentations.

11324 College attendance and registration.

11325 Religious activities (see Section 11135 for exceptions).

11326 Political activities.

11327 Charitable activities (exceptions will be considered by direct appeal to the Superintendent).

11328 Athletic and recreational activities.

11329 Matters of personal convenience, such as, but not limited to:

11329.1 Travel time prior to and after holiday and vacation periods.

11329.2 Participation outside of the District as a consultant or as a workshop participant.

11330 Leave rejection shall be accompanied by a written rationale for the decision made, upon request.

11340 Child Care Leave

A certificated employee shall be entitled, upon written request to the Assistant Superintendent 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.

11350 Employee Leave of Absence Policy

11351 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.

11352 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 his/her 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.

11353 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.

11354 Employees returning from 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.

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 travel and study 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 Assistant Superintendent 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 year of service for a one-semester Sabbatical and two 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 complete school year of service for salary increment purposes, 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 percent (75%) of the number of teaching days established in the calendar for the other one-half school year shall be credited with one complete school year of service for salary increment purposes. 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 his/her 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 his/her agreement to return to service in the District, no repayment of salary will be required of his/her 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.

11500 Catastrophic Leave Bank

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-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 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 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.

11550 Exclusions

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.

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.

11560 Hold Harmless

11561 Upon application to the Bank for leave the applicant must sign the hold harmless agreement contained in Appendix P Section IV of the Agreement.

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 Board of Directors whose decision will be final.

ARTICLE 12000

SUMMER SCHOOL AND EXTENDED YEAR PROGRAM

12100 The Human Resources Office shall provide applications for summer school and extended year program teaching positions following approval by the Board of Education of the proposed plans. Applications shall be provided at the school sites by the end of February or within five (5) days after the Board of Education takes action.

12200 Applications for summer school and extended year program teaching positions shall be returned to the Personnel Office within five (5) days after the posting date of the announcement. Applications made after that deadline will be accepted up to the first week of school with primary consideration given to those applying by the deadline date. Applicants will be selected in the following order:

12210 The first to be selected are those whose applications have been timely filed and who have not taught two of the immediately preceding regular summer school sessions.

12220 The second to be selected are those whose applications have been timely filed and who have taught the previous regular summer school.

12230 The third to be selected are those whose applications have not been timely filed and who have not taught two of the immediately preceding regular summer school sessions.

12240 The fourth to be selected are those whose applications have not been timely filed and who have taught the previous regular summer school.

12250 Migrant Extended Year Program employees shall be selected according to the summer school selection process.

12260 Special Education Extended Year Program employees shall be selected according to the summer school selection process.

12300 Final selection from qualified applicants will be made by the Human Resources Office in cooperation with the appropriate administrators, according to the specific needs of the various sites and programs. Consultation with appropriate administrators may also be used in the selection process. First assignment of seventy-five percent (75%) of the estimated summer staff based on past and/or anticipated summer enrollments to specific schools and their notification will be accomplished by May 15 or within ten (10) working days following the application deadline, whichever comes later. The Human Resources Office will inform those selected by use of the District mail service. All assignments are subject to adequate enrollment at the beginning of the summer.

12400 The balance of eligible summer employees will be assigned as additional school enrollments are received. Applicants not selected in the original seventy-five percent (75%) will be placed on a list and employed according to their qualifications pending the additional enrollment outcome. These applicants will receive a standby letter indicating their status and the current needs.

12500 The criteria for the selection process of all employees shall be based upon:

12510 current California credentials held, major and minor subject areas, qualified expertise in more than one subject area or teaching field;

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

12530 years of experience in San Jose Unified School District;

12540 past formal evaluations as a regular certificated employee;

12550 previous performance as an employee in summer or extended year school;

12560 employee attendance record;

12570 individual employees who have developed approved new summer courses;

12580 active involvement in new District programs or volunteers on site planning teams developing summer programs.

12581 Note: These new courses and new programs must be recommended by Educational Services and approved by the Board of Education. Employees who have developed special courses or who have been involved in site planning teams and taught in these areas shall not be given special consideration for more than two (2) consecutive summer sessions.

12600 Employees who have taught the previous summer will not be offered reemployment unless there is a failure of the above criteria to produce sufficient applicants. Regularly employed employees of the District will be given preference over employees outside the District unless these other teachers qualify for a position specified in Section 12570 above.

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

12620 SJTA unit members who are in Phase II of the San Jose Unified School District Performance Assessment For Certificated Employees shall not be offered summer school teaching positions.

12700 Payment for summer teaching will be classified as extra-duty pay not eligible for retirement and fringe benefit purposes and paid in addition to the employee's regularly established salary. The salary will be determined in the following manner:

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

12711 The District and the Association agree that pursuant to approval by the State, the District's 1993 student summer school program shall operate on a five-hour (5) day for four (4) days per week, rather than the traditional 4 hour/5 day per week basis. There shall be no increase or decrease in the amount of an employee's summer school earnings as a result of said schedule.

12720 Payment for extended year assignments, including Migrant Education, will be one hundred percent (100%) of an employee's regular per diem prorated hourly for less than full-time assignments.

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

12900 Summer school and extended year pay shall be based on the salary schedule in effect on January 1 of the year the program operates.

ARTICLE 13000

CLASS SIZE

13100 Elementary School 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-3 and thirty-three (33) pupils in grades 4-5 enrolled in the regular instructional program at the school. When staffing schools, an additional teacher shall be added when the teacher-pupil ratio reaches (20.5) to 1 and/or the 4-5 pupil ratio equals 33.5 to 1. The 20:1 ratios provided herein shall be maintained only so long as the District participates in the state funded class size reduction program.

13120 The following pupil maximum per class shall apply in elementary schools:

| | |
|-----------------|----|
| Kindergarten | 20 |
| Grades 1-3 | 20 |
| Grades 4-5 or 6 | 33 |

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

13131 the individual teacher consents;

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;

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

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

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

13141 English as a Second Language

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.

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 Middle School Staffing Information

13210 The base number of regular teaching staff will be computed at a ratio of 29:1 for seventh and eighth grades and 30.5:1 for sixth grades, at the Middle School.

13211 Enrolling of 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 13210.

13212 Eighth Grade Staffing:

If more than 14 students are enrolled in additional classes taught by regular teaching staff, this base number will be augmented in the following manner:

let K be the total number of students taking one (1) additional class;

let A be the number (measured in FTEs) of additional staff required;

then $A = .2 \{[K/29 + .5]\}$

NOTE: [x] is the greatest integer less than or equal to x.

13213 Departments will be staffed at the school sites in accordance with the same staffing ratios as those contained in Articles 13210, 13211, 13212.

13220 The total number of basic staff as defined in 13210 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. 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 available prior to September 15 and February 15 for staff members upon request. In addition, the number of students (grades 6, 7, or 8) 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 and specialty classes.

13221.2 Rotation of courses will occur when appropriate.

13221.3 Middle school principals shall attempt to assign teachers in accordance with preferences and shall keep preparations to a minimum.

13221.4 Staffing ratios will be adjusted to reflect work station labs within a department as well as Fine Arts 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 staffs will continue to dialog on 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 provisions of Article 3330 will apply.

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 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 After equitable initial staff assignments have been made those staff members directly affected, whether individual departments or groups of departments, may, by a sixty percent (60%) vote, 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 final decision shall be made by the Superintendent.

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 as a Second Language

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 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 mainstreamed 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.

13300 High School Staffing Information

13310 The base number of regular teaching staff will be computed at a ratio of 31:1 for tenth, eleventh and twelfth grades and 29:1 for ninth grades.

13311 Ninth and Tenth Grade Staffing:

If more than 15 students (grades 9 or 10) are enrolled in additional classes taught by regular teaching staff, this base number will be augmented in the following manner:

let K be the total number of students taking one (1) additional class.

let A be the number (measured in FTEs) of additional staff required.

then: $A = .2 (K/31 + .5)$ for tenth grade and

$A = .2 (K/29 + .5)$ for ninth grade

NOTE: (x) is the greatest integer less than or equal to x.

13312 Eleventh and Twelfth Grade Staffing:

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 31:1 ratio.

13313 Departments will be staffed at the school sites in accordance with the same staffing ratios as those contained in Articles 13310, 13311 and 13312.

13320 The total number of basic staff as defined in 13310 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 circumstances such as available work stations, will, in many instances, determine class size.

However, initial student-teacher ratios, by department, should be reasonably balanced. Staffing information, including those student-teacher ratios with rationale, shall be available prior to September 15 and February 15 for staff members upon request. In addition, the number of students (grades 9, 10, 11, or 12) enrolled in one additional class shall also be available by these dates.

13321 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:

13321.1 Class loads will be distributed as evenly as possible, taking into consideration categorically funded programs, lab work stations and specialty classes.

13321.2 Rotation of courses will occur when appropriate.

13321.3 Senior high principals shall attempt to assign employees no more than three (3) preparations per day.

13321.4 Staffing ratios will be adjusted to reflect work station labs within a department as well as Fine Arts departments in a manner that is mutually acceptable to the departments and the site administration.

13321.5 With regard to the mainstreaming of SDC students Appendix H will prevail with the understanding that regular classroom employee will receive appropriate assistance in providing service to these students in accordance with Articles 35241 and 35243.

13321.6 Incoming high school ESL students will be assigned to the grade level that is age and credit appropriate.

13321.7 If, despite good faith attempts by all parties involved, concerns have not been resolved at the site level, the provisions of Article 3330 will apply.

13322 Prior to initial staff assignments an administrator and staff may conclude, by 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.

13323 After equitable initial staff assignments have been made those staff members directly affected, whether individual departments, or groups of departments, may, by a sixty percent (60%) vote, 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.

13324 When it is necessary to implement Section 13322, it is suggested that voting occur in May or June for the fall semester and December or January for the spring semester.

13325 In the event the principal and staff cannot agree on Section(s) 13320 - 13324, the final decision shall be made by the Superintendent.

13326 For purposes of Article 13322 and 13323 "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.

13327 It is understood that one teacher may be assigned to the Vocational Work Experience (D.O.) Program even though their duties would not be considered as "regular teaching" duties. Additional teachers who "draw" students from the classroom and direct/coordinate their work experience, may be assigned at the ratio of .2 teacher for every thirty (30) "period equivalents" involved.

13328 It is understood that this total does not include the following variable "add-ons":

13329 English as a Second Language

13330 Special Education Classes

13331 Nurses

13332 "Contact" Personnel

13333 Special Counseling Personnel

13334 District and/or Federal Compensatory Education Personnel

13335 Other Special Personnel

13336 Administrators

13337a Counselors

13337b Librarians

13337c Distributive Education

13338 The District will staff all secondary schools with employees funded from unrestricted general fund money in accordance with the staffing formulas contained in the Agreement, Articles 13210, 13211, 13212, 13310, 13311 and 13312, in accordance with the number of students enrolled at each site, beginning with the first day of school.

13339 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.

13340 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.

13340.1 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.

13400 Staffing Restrictions

13410 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.

13420 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.

13430 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.

13440 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.

13450 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 such a split shift. Whenever possible, the administrator will offer employees their preference as to either the early or late shift.

13460 LEP/NEP 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.

13470 No employee in the regular education program shall be required to provide non-instructional service to physically impaired students except in case of emergency. The Contract Advisory Committee shall study the specific needs of these students to make recommendations to the parties for implementation of appropriate program and facilities.

13480 A joint advisory committee will be formed to investigate necessary resources for weighting for LEP/NEP students in determining class size maximums/staffing ratios.

13490 The same joint committee will be formed to identify necessary resources to provide instructional associates for all non-bilingual classrooms with ten (10) or more LEPs.

13500 Restructuring

The District and the Association agree that restructuring is a vital process designed to improve the educational opportunities of its students. To that goal, the parties pledge their efforts to make this restructuring process successful.

13510 Beginning with Summer, 1994, each middle and high school of the District shall form a working committee to:

13511 Research and study options for improving the delivery of instruction to students.

13512 Meet the requirements of State law (including SB813) and the recent Court Order for said grade levels.

13513 Develop school site restructuring processes that may include, but shall not be limited to:

13513.1 Use of flexible (block) scheduling.

13513.2 Implementation of core scheduling (grades 6-8).

13513.3 Increasing core offerings through team teaching, etc. (i.e. folding in subjects, etc.)

13513.4 Staff Development in complex instruction, cooperative learning techniques.

13513.5 Principles of accelerated learning through contemporary models, such as Sizer or Stanford Programs.

13513.6 Use of performance based assessment.

13513.7 Development of project/theme-focused instruction.

13513.8 Community service/mini courses.

13513.9 Independent Study courses (In-house).

13513.10 Distance Learning.

13513.11 Other methods of increasing student contact time.

13514 Each school shall be given the opportunity to utilize two (2) additional days per year of staff development for restructuring activities that are approved by the District.

13515 Develop tools of accountability and assessment to measure program goals at each site.

13516 Make provisions for community, parent and full staff involvement in developing the site processes.

13517 The calendar of restructuring activities of each working committee, as described herein, shall be completed by September 30, 1994, so that said activities shall be implemented during the 1994-95 school year.

13520 Within current staffing allocation ratios, by the start of the 1994-95 school year, each middle school student shall receive at least 54,000 minutes per year of instruction that conform to the instructional strategies described in Section 13513 above, and which meets the mandates of SB813. If the District subsequently re-establishes the full sixth period class offerings that existed prior to 1992-93, the weekly instruction contact time of middle school teachers shall revert to 1,310 minutes from 1,375.

13530 During the 1994-95 school year, school teams shall meet monthly to monitor and continue planning compliance with the restructuring goals contemplated herein: full staff involvement shall be provided at said meetings.

13531 A portion of the District's desegregation funds shall be allocated for staff development, materials, and teacher training to improve the delivery of instruction in areas such as:

13531.1 team teaching

13531.2 complex instruction

13531.3 cooperative learning

13531.4 accelerated learning

13540 The Association and the District shall form a joint committee of equal representation to review the written site restructuring process contemplated in Section 13517, above. The committee may approve or disapprove any process which does not require a waiver of the contract or law.

13541 Should the restructuring process require a contract or legal waiver, the committee shall submit the written process with its recommendations to the governing bodies of the Association and the District for action prior to implementation.

13542 Should either governing body reject the waiver request, the written process shall be resubmitted to the site staff with the reasons for rejection and with recommendations to bring it into compliance with the contract, the law, or an acceptable waiver request.

13543 Each secondary school shall submit a progress report listing implementation of the restructuring process to the joint committee by January 13, 1995. Should a school fail to submit an acceptable progress report, a support team composed of members of the joint committee will meet with the site repre-

representatives to develop implementation of a site restructuring process.

13543.1 If the Association does not participate in development/approval of a process as contemplated above, the District may prescribe a process for implementation at said site, provided such plan does not require a contractual or legal waiver.

13544 The joint committee described herein may provide restructuring training to all sites.

13600 Specially Designed Academic Instruction in English

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

13610 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.

13620 The District and the Association will jointly develop the training to meet the requirements provided in 13600 above, which will be offered in the usual manner, i.e. on release time, during the summer months at the rate of \$80.00 per day, or on staff development days.

13700 Full Inclusion

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

13710 The implementation of a full Inclusion program will not be used to reduce special education employees.

13720 The District will continue to provide the level of support to the regular education employee with fully included students as it is currently providing.

ARTICLE 14000

TEACHING CONDITIONS AND SAFETY

14100 The District will furnish required textbooks, teacher editions and other necessary materials and equipment and such nonteaching employee services necessary to conduct the school. Employees will make effective, economical and proper use of such materials and equipment. No adverse performance evaluations of employees shall be made based on availability of storage space.

14110 All reasonable efforts shall be made to have working duplicating equipment for employees at all sites.

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

14130 The District will maintain a policy regarding the intended purpose of funds allocated to school sites for the purchase of instructional materials.

14200 Employees shall not be responsible for custodial services. Custodial services include, but are not limited to, washing windows and floors.

14300 Whenever monies are collected by employees, provisions will be made for the employee to turn in the money as soon as possible.

14400 Administrators may require employees to present their outline of planned instructional activities but shall not require employees to submit regular weekly lesson plans. Exceptions to this are to be found in Article 16000, Certificated Employee Evaluation. In no event shall this requirement be used by the administrator in an unprofessional manner.

14500 The District shall endeavor to provide and maintain a safe place of employment. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health and safety. All employees shall endeavor, in the course of performing the duties associated with their employment, to be alert to unsafe practices, equipment or conditions, and report any such unsafe practices, equipment or conditions to their immediate supervisor. No employee shall be required to work in situations where established governmental agency guidelines are not being followed.

14510 The District will defend any employee assigned to a work station class if legal action is brought against the employee as a result of injury to the student.

14520 All schools shall have a two-way electronic communications system. When such a system is inoperable or while waiting for the installation of new, remodeled or moved construction, the employee will be provided a portable two way communications instrument until such time as the permanent equipment is installed.

14530 The Contract Advisory Committee will examine the facilities and equipment in which employees work and make specific recommendations for improvement in them to the parties.

14540 Ventilation system filters shall be cleaned yearly.

14550 No employee shall be required to work in a room that is less than 55°, except for that period of time necessary to bring portable heat-

ing devices and raise the temperature above that level. Employees shall be responsible for informing their supervisors of rooms that are below 55°.

14560 Each regular classroom shall have access to an outside line. A regular classroom is defined as a location which was designed and intended for use as a traditional classroom.

14561 The District will investigate alternatives for providing access to an outside line for teachers who carry out their duties in non-traditional classroom environments (e.g., locations not originally designed for use as classroom or office space), provided however, that potential solutions shall involve little or no cost to implement.

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

14700 Reimbursement for Loss, Destruction or Damage of Personal Property

The District will establish the sum of two hundred fifty dollars (\$250) as the maximum reimbursement for the loss, destruction or damage by arson, burglary or vandalism of personal property used in instruction in the schools of the District. Such instructional items shall be limited to those deemed necessary by the principal and the employee for the enhancement of the educational program. These items are not normally supplied by the District and are useful for a determined length of time, but under no circumstances shall the time limit exceed ninety (90) days, unless mutually extended by the employee and principal. Reimbursement shall be made only when approval for the instructional use of the personal property in the schools was given before the property was brought to school and when the value (not to exceed \$350) was agreed upon by the employee bringing the property and the school administrator or his/her designee at the time approval for its use was given. The employee's established negligence, however, will negate any claim whatsoever.

14800 Any assault 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 making the assault, if known. The report shall be made known immediately to the police by the administrator.

14810 The District will comply with the requirements of Education Code 44014, and 49079 in accordance with Appendix L (Ed Code 44014, 49019, and 48900).

14900 The San Jose Unified School District Student Behavior Policy is found in Appendix D.

ARTICLE 15000

ASSIGNMENT AND TRANSFER OF PERSONNEL

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

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

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

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

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

15150 Notwithstanding any other provision of this Article, the following shall apply to beginning teachers assigned to a Professional Development School (PDS).

15151 Every PDS shall have up to three (3) classroom teacher slots reserved for placement of beginning teachers.

15152 Teachers assigned to these PDS beginning teacher positions shall remain at that site for three (3) consecutive years, contingent upon receiving a satisfactory annual evaluation.

15153 At the end of the three (3) year period the teacher will be assigned to another location, unless he/she is selected to fill a vacancy, in which case, he/she may remain at the current school without impacting the ongoing reservation of the same number of slots referred to in paragraph 1 (one) above. The District and the teacher shall make every effort to mutually agree to the teacher's assignment following the three (3) year agreement.

15200 Voluntary Transfers

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

15300 Administrative Transfers

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

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

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

15312.1 Volunteering to transfer does not guarantee a transfer.

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

15314 In the event there are no volunteers, or inappropriate volunteers, the District will select a person to transfer based on the needs of the declining school and existing vacancies elsewhere.

15314.1 Elementary Schools

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

15314.2 Secondary Schools

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

15320 The District will endeavor not to similarly transfer employees for a minimum of two (2) years.

15330 Any employee transferred shall be informed of this action as early as possible and shall be released from his/her 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 trans-

port the personal education materials of the employee from one work location to another.

15333 When an elementary 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.

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

15350 Any employee transferred involuntarily shall be informed of this action as early 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.

15400 Announced Vacancies/Transfer Procedures

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

15411 Between July 1 and August 31 a copy of a notice of a position declared vacant shall be sent to the Association office and posted at the District.

15412 Between July 1 and August 31 current employees who have requested transfers shall be notified of vacancies in the area of request. The normal transfer procedures shall then be followed.

15420 Any active, probationary or tenured employee may interview for any or all announced vacancies for which they qualify.

15421 Employees on leave, committed to return to the Fall Semester, may interview for announced vacancies available for the Fall Semester.

15430 Employees wishing to interview for announced vacancies shall contact the building principal (or appropriate supervisor) and arrange an appointment.

15440 Requests for interviews will be accepted during the five (5) day announcement period.

15450 Interviews may be conducted during the announcement period and will be scheduled within one week following the close of the announcement.

15451 The principal of the school to which the employee is requesting a transfer shall take into consideration the training, credentials, experience, competencies and personal characteristics of each potential transferee. Where practicable, the principal should seek the advice and counsel of the appropriate faculty personnel and/or departments in the selection of such transferees. The primary criterion for consideration of a request for transfer is whether or not the transfer will result in the best educational program for the school.

15460 All transfer applicants will be interviewed before the position is filled. The building administrator will forward a list of all interviewees to the Human Resources Office at the close of the interview period with his/her recommendations regarding the vacancy.

15470 All interviewees will be notified promptly of their status by the Human Resources Office.

15480 End of Year Postings

15481 Known vacancies which result from resignations, retirements and/or leaves of absences will be posted beginning in May of each year.

15482 Candidates, including temporary employees, may apply for the positions listed in Article 15481.

15483 Released temporary employees may be selected for a position at their site after a telephone interview with the principal through July 15.

15484 All employees may learn of vacancies by calling the Hot Line and may interview for any vacancy they choose.

15500 Current employees shall have preference over new hires for any vacancy for which they interview except in the following circumstances:

15510 first year District employees

15520 probationary employees receiving more than one (1) unsatisfactory check on the formal observation/assessment guide

15530 employees receiving more than one (1) unsatisfactory check on their most recent final assessment form.

15540 Should a principal determine that a current employee who applies for a job is unqualified, or if the request is inappropriate, and should the employee so desire to make the move, the principal may

appeal the implementation of Section 15500 to the Contract Advisory Committee. The Contract Advisory Committee will hold a meeting in order to hear the principal substantiate his/her 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.

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

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

a. Specialized skill staffing (e.g. I.B., A.P., etc.) Specialized skill areas shall be mutually agreed to by the District and the Association.

b. Establishing Magnet School(s)

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

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

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

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

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

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

15710 If site bond construction/renovation occurs during the school year, the following parameters will be followed:

15711 A site bond construction/renovation activity schedule will be provided in writing to the site administrator. When possible this will occur ten (10) days prior to the start of the work. Should changes need to occur in this schedule they will be communicated as soon as practicable in writing to the site administrator.

15712 Interim housing will be provided to all employees who must relocate during the site bond construction/renovation period.

15713 The site bond construction/renovation workers' lunch and break time should occur during the students' instructional day whenever possible.

15714 When possible activities that generate loud noises, such as jack hammering, will occur before or after the students' instructional day.

15715 Watering trucks will keep dirt wet to alleviate any dust problems.

15716 The district will provide classroom teachers with moving boxes and marking and labeling supplies.

15717 Boxes should be labeled for either temporary storage or for classroom use. Those materials not needed for use during the relocation will be stored for the teacher. The materials needed for the six to seven week relocation period will be delivered to the interim room.

15718 Teachers' desk, filing cabinets, and other supplies will be moved to the interim classroom by the district.

15719 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 as stated in article 39250 in order to effect the move during a time other than the school day.

ARTICLE 16000

CERTIFICATED EMPLOYEE ASSESSMENT

The parties shall establish a joint committee to review and consider modifications to the assessment process and the performance assessment document. The committee shall be formed and operate according to the following:

1. The committee shall consist of fifteen (15) members. Nine (9) members shall be appointed by the Association, and six (6) shall be appointed by the District.
2. Recommendations of the committee shall be submitted to the Association and to the District no later than January 1, 2000, for negotiations over incorporation of changes into the Agreement.
3. If the parties have not reached a negotiated over proposed changes by March 15, 2000, they shall mutually declare impasse and make every effort to complete the impasse process by June 30, 2000.
4. The committee will ensure that any recommendations are consistent with state requirements.
5. The committee shall endeavor to reach consensus on all recommendations. The report of the committee shall include an explanation of the differing viewpoints as to any issues on which consensus is not reached.

The Joint Assessment Committee will meet to review the assessment process. The Committee shall perform such functions as developing more accurate evaluation tools to promote fairness in evaluations insofar as they reflect current research, state frameworks and teaching strategies, and reviewing evaluation tools to maximize the ability to acknowledge employees in meeting the needs of today's students.

The principal objective of an assessment procedure is to maintain or improve the quality of education and to assist all employees in improving their professional skills. The current Joint Assessment Committee, which created the new assessment procedures and forms, will continue to meet to review the assessment process. The District or the Association may request that the committee review areas of concern which arise with the implementation of this new assessment instrument. Recommendations of the Committee shall be submitted to the District and the Association for negotiations over incorporation of changes into the Agreement. Implementation of such changes shall occur as agreed to between the parties in future negotiations.

16100 Assessment Cycle Information

16110 Temporary employees shall be formally assessed in writing each year.

16120 Probationary employees shall be formally assessed in writing each school year for the first two years.

16130 Permanent employees shall be formally assessed once every other year, unless they are referred to Phase II or are covered by the provision of Article 16150 and its subsections.

16140 Employees in a Phase II remediation plan shall receive an overall effective performance rating and be returned to Phase I the following

year or shall receive an unsatisfactory rating and be recommended for termination.

16150 Employees who receive a change of assignment or where demonstrated necessary by the administrator may be formally assessed in any given year. For the purpose of this provision, a need is "demonstrated" when an area of concern has been brought to the attention of the employee in writing in the year previous to the assessment.

16151 Assignment change is defined as one of the following changes:

16151.1 from elementary to secondary level or vice versa;

16151.2 from one elementary grade level to another with more than a three-year grade change span such as from fifth to first grade;

16151.3 from middle school to high school level or vice versa;

16151.4 a subject area change within the same level such as from math to science departments;

16151.5 from special education, counseling, library, resource teacher, media specialist, CDC, or pre-school, into regular elementary or secondary program or vice versa.

16160 Any assessment performed under Article 16000 which contains an unsatisfactory rating of an employee's performance in the area of teaching methods or instruction may include the requirement that the certificated employee shall, as determined necessary by the District, participate in a program designed to improve appropriate areas of the employee's performance and to further pupil achievement and the instructional objectives of the District. Such programs may be recommended by the assessor; however, if completion of a designated program is required by the District, the employee will be reimbursed for the cost of any tuition, required books and mileage. Release time will be provided for required programs if not offered outside the school day.

16170 By October 31 of the school year in which assessment is to take place, the administrator(s) shall schedule an assessment orientation which may be large and/or small group(s). An individual conference may be requested by the administrator or individual employee to determine the elements upon which assessment is to be based. Mastery Teaching, Clinical Supervision, and Teacher Expectation and Student Achievement Programs are for the purpose of improving instruction. Elements of these models may be used for assessment purposes only when mutually agreed to by the assessor and employee or in cases where performance has been demonstrated to be in need of improvement. Class size, intellectual abilities of the learners, availability of support personnel, the learning environment provided, and other, pertinent factors, will be considered by the assessor in the final assessment of the employee's performance. Failure to reach agreement on the procedural aspects of the assessment

shall necessitate its submission to the Grievance Procedure in Article 6000 of this Agreement for resolution.

16171 Each classroom assessment shall be based upon at least one observation and shall be followed within seven (7) working days by an assessment conference in which the assessor and the employee shall review the observation and the substance of the assessment. At least three (3) classroom observations lasting forty-five (45) minutes or one full period, shall take place prior to an employee receiving an unsatisfactory assessment or referral to phase II.

16171.1 Prior to an initial unsatisfactory check in Phase I or II, the administrator will check the area for discussion. During the post observation conference, checks in the area for discussion column, may be changed to effective, not applicable or unsatisfactory.

16172 Any employee who receives an unsatisfactory observation/assessment check on the District Classroom Observation/ Assessment Guide shall be entitled to a subsequent observation, conference and assessment. The assessor and employee shall take affirmative action to correct any cited deficiencies. Such action shall include specific recommendations for improvements, and direct assistance in implementing such recommendations.

16173 When arriving at a final assessment of an employee's performance, the assessor shall consider extenuating circumstances which may have interfered with the achievement of the employee's performance.

16174 Employees may assist in the improvement of the professional skills of their peers, but shall not participate in the formal assessment and/or formal observation of other employees. Official assessment forms shall only be signed by the assessor and the employee.

16175 The assessor shall base his/her assessment upon direct observation and upon information which can be substantiated to be factual.

16176 Detailed daily or weekly lesson plans may be required by the assessor when it has been demonstrated that improvement in this area is needed and the lesson plan can assist in fulfilling this need.

16177 Detailed steps in the assessment procedure are contained in Appendix C of this Agreement, entitled "Phase I Performance Assessment" and "Phase II Performance Assessment."

16178 For reasonable cause, either an employee or the designated assessor may request the services of an additional assessor. Said additional assessor may replace the designated assessor upon District approval.

16200 Items Directly Affecting Evaluation

16210 Job Description

During the term of this Agreement, if job descriptions change, the impact of such changes shall be reopened for negotiation, if requested by the Association.

16220 Personnel Files

16221 Material in personnel files, at both the school site and central office, which may serve as a basis for affecting the status of their employment, is to be made available for the inspection of the person involved and his/her designated representative.

16222 Items excluded from examination of the personnel file are:

16222.1 Items obtained prior to the employment of the person involved.

16222.2 Items prepared by identifiable examination and/or interview committee members.

16222.3 Items obtained in connection with a promotional and/or interview examination.

16223 Information of a derogatory nature, except material mentioned above, shall not be entered or filed unless, and until, the employee is given notice and an opportunity to review and comment thereon.

16223.1 This notice to the employee shall take place within ten (10) working days after the receipt of said derogatory material.

16223.2 Every employee or, upon written authorization by the employee, his/her designee shall be permitted to examine and/or obtain copies of materials in said employee's personnel file.

16223.3 An employee shall have the right to enter and have attached to any such derogatory statement, his/her comments thereon.

16224 The contents of all personnel files shall be kept in the strictest confidence.

16225 The removal of any material from an employee's personnel file, shall be consistent with Title V, 16020 - 16030.

16226 A log indicating who has examined an employee's personnel file, shall be contained therein.

16300 Complaints

16310 Except as otherwise provided in this Article, any complaint about an employee which results in action by the administrator, shall be reported to the employee by the administrator within six(6) working 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) working days by the administrator. When the complaint includes allegations of child abuse, it shall not be disclosed to the accused, as required by the confidentiality provisions of the Child Abuse Reporting Act. (See Penal Code Sections 11167 and 11167.5 attached to the Agreement as Appendix M).

16311 Those matters which are resolved without further action by the administrator need not be reported to the employee.

16312 Complaints which are not reported to the employee at the time the complaint was made may not be used to evaluate the employee adversely.

16320 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 16320 shall not apply when the complaint includes allegations of child abuse as defined in the California Penal Code, or sexual harassment.

16330 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 16310 and 16320 of this Article.

16340 The personal life of an employee shall not become a part of the Staff performance evaluation unless it prevents the employee from performing his/her assigned duties effectively.

16400 Academic Freedom

16410 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.

16420 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 his/her position to attempt to influence students with his/her own personal, political and/or religious views. If views expressed are controversial issues, then sufficient information shall be made avail-

able on all sides of the issue so that alternatives can be discussed and evaluated on a reasonable basis.

16430 An employee shall be entitled full rights of citizenship, and no religious, organizational, or political activities, or lack thereof, shall be the basis of dismissal action unless said rights adversely affect an employee's job performance.

ARTICLE 17000

TEACHER RESPONSIBILITY FOR SUPERVISION OF NON-TEACHERS

17100 Instructional Associates

17110 The work of instructional associates in the instructional environment shall be under the direct supervision of the classroom teacher.

17120 The instructional associates should be included in the planning and organizing of the instructional environment. However, the implementation and decision making shall be the direct responsibility of the teacher.

17130 The duties performed by an associate, under the direct supervision of the teacher, shall be approved by the teacher and shall be in conformance with the school site guidelines for associate responsibilities.

17140 The teacher shall periodically discuss with the building principal the performance of the associate under his/her supervision. When an unsatisfactory working relationship can be demonstrated to exist between a teacher and an associate, the teacher can initiate a request to the appropriate administrator that the associate be evaluated and if necessary reassigned.

17150 Each teacher, shall, when possible, be involved in the interviewing and training of his/her associate.

17160 No classroom associate shall participate in the formal evaluation of an employee.

17200 Student Teachers

17210 Teachers participating in the State University student teaching program will receive payment for this service in addition to the regular salary. Payments will be made from funds received by the District from the State for this purpose. These funds will be distributed at the rate upon which they are allocated by the State.

17220 Acceptance of student teachers and/or observers will be voluntary.

ARTICLE 18000

PROFESSIONAL ACCOUNTABILITY

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

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

18210 First offense - A verbal discussion

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

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

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

18241 An employee may be suspended with pay pending further investigation.

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

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

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

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

18700 Suspensions without pay for up to fifteen (15) work days shall not reduce or deprive an employee of fringe benefits during suspension.

ARTICLE 19000

CONSULTING PROCEDURES FOR EDUCATIONAL MATTERS

19100 Educational matters shall only include:

19110 the definition of educational objectives;

19120 the determination of the content of course and curriculum; and

19130 the selection of textbooks to the extent such matters are within the discretion of the Board of Education. The District will offer representation on all pertinent textbook selection committees to Bilingual, English as a Second Language, and/or Sheltered Instruction employees.

19200 Consulting procedures for changing or improving the above by teachers shall be as follows:

19210 ideas for changes or improvements shall originate with individual employees, school committees, and/or District committees;

19220 ideas shall be forwarded to the Associate Superintendent of Instruction who shall establish an Ad Hoc Instructional Committee to study the idea;

19230 the Ad Hoc Instructional Committee shall submit suggested changes to the Associate Superintendent of Instruction.

19300 At least fifty percent plus one (50% + 1) of the membership of the Ad Hoc Instructional Committee shall be employees nominated by the Association and approved by the Superintendent. The list of nominees shall be three times the number required for the committee.

19400 Regular meetings of the above Ad Hoc Instructional Committee shall be held during the school day on a released time basis for teaching members unless otherwise determined by the Committee.

19500 The Association's President or his/her designee may consult with the Associate Superintendent on appropriate educational matters contained in Section 19100.

19600 The District shall notify the Association in writing ten (10) days in advance of any recommendation or action to be taken on educational matters.

19700 Each school faculty may elect a faculty advisory council. The faculty may develop its own constitution, bylaws, and/or standing rules by which they will operate. Such a council should foster mutual communication and mutual effort aimed at enhancing the common good of the school.

19800 Nothing in this Article shall prohibit the public, District staff, officials and Board members from introducing ideas and suggestions for change and/or improvement of the educational program elements described in Section 19100 above.

ARTICLE 20000

INSERVICE

20100 Employees shall have three (3) days of Inservice within their regular work year.

20200 Inservice days prior to the opening of school shall be planned by the local administration and staff prior to June 1 of each year.

20300 When an inservice day occurs during the school year, planning shall be completed at least one month in advance, in accordance with Section 20200.

20400 Inservice Time

20410 One-third (1/3) of inservice time shall be devoted to District directed activities which may include the correction of the handwritten portion of the competency tests on the mid-year inservice day.

20420 Two-thirds (2/3) of the inservice time shall be devoted to individual employee preparation.

20500 The District will defend and protect all employees against whom legal action is taken as a result of administering and/or correcting competency tests.

20600 As part of the District's staff development activities, school staffs may request and be provided with reasonable inservice training in the area of Sheltered Instruction, Cultural Awareness, Cooperative Learning, Language Acquisition and English as a Second Language strategies.

ARTICLE 21000

PROFESSIONAL INCENTIVE PROGRAM (PIP)

21100 A Contracted Program

An employee desiring to start a Professional Incentive Program (PIP) will submit an application (PIP-O) to an elected PIP Committee. The PIP Committee will appoint a Screening Committee that will guide the applicant in developing a PIP contract. On the completion of the aforementioned items, the applicant will forward the contract along with the written Screening Committee recommendations to the PIP Committee. The PIP Committee and the appointed representative of the Superintendent will have the final authority in the approval of a PIP contract.

21200 Basic Eligibility and Payment of PIP

21210 Any certificated employee currently placed on the teacher's salary schedule would be eligible to take advantage of the Professional Incentive Program. While an employee is advancing across the basic salary schedule, he/she may elect to contract for fifteen (15) PIP units rather than the customary fifteen (15) units required for a class change. A PIP contract shall consist of a maximum of nine (9) units of college courses that are directed toward the planned objective. Fewer than nine (9) units but no less than seven (7) units may be accepted if the applicant can substantiate the unavailability of sufficient, appropriate, college courses to complete nine (9) units. (Refer to Article 21620 below.)

21220 The balance of the PIP units will be made up of "individualized units" which could be projects developed at the District Workshop, individualized research, attendance at related conferences, development of subject units, etc. An "Individualized Unit" will be defined as forty-five (45) hours of work.

21230 When the individual has completed fifteen (15) PIP units, he/she will become eligible to move across the basic salary schedule the following school year.

21240 Certificated employees who have reached the maximum salary lane may complete a PIP contract once every five (5) years. The date on which the applicant submits a PIP-O form will determine the time frame for the five (5) year period. Compensation for a completed PIP shall be in accordance with Appendix A.

21250 Only one PIP contract per individual may be in effect at a given time. Furthermore, the PIP contract will not allow the individual to receive duplicate payment for college course, workshops, or work experience.

21300 The PIP Committee

21310 The PIP Committee will be an elected body consisting of the following members: four (4) elementary teachers, two (2) middle schools, two (2) senior high teachers, one (1) building administrator from each of the three (3) levels of instruction, and one (1) member from other full-time certificated personnel. The Superintendent or his/her designated representative will also be a member of the PIP Committee.

21320 The elected members shall be nominated by petition. Each member will serve for three (3) years, the term of office beginning on May

1. The Committee will select its own chairperson. Vacancies which occur during an elected member's term shall be filled at the discretion of the majority vote of the PIP Committee.

21330 The PIP Committee will have the following responsibilities:

21331 establishment of specific guidelines for projects

21332 appointment of Screening Committee for PIP applications

21333 approval of PIP contracts and final acceptance of completed projects

21334 catalogue of completed projects.

21400 The Screening Committee

21410 When an employee applies for a PIP contract, an individual Screening Committee will be appointed by the PIP Committee. Each Screening Committee will be three (3) in number consisting of a member of the PIP Committee, an administrative representative, and one (1) person selected by the applicant.

21420 Once the Screening Committee is formed, the employee will work with the group to design, develop, and define the proposed project. It is suggested that the PIP applicant contact his/her assigned Screening Committee within two (2) weeks of notification of the acceptance of the PIP-O form. Once the contract is approved by the PIP Committee, the official beginning date of the five (5) year period during which the contract must be completed is determined by the date of submission of the PIP-O form to the Human Resources Office. (The Human Resources Office will officially "date stamp" the date of receipt.) Interim reports, counseling appointments and the filing of the completed contract must occur within the above mentioned time frame. All this information shall be presented to the PIP Committee for approval in the form of a written agreement. Under extenuating circumstances a contract may be extended for not more than one year if approved by the PIP Committee.

Cancellation of a Contract: if a contract is canceled, the employee may begin a new contract but may not complete more than one in the next five (5) year period and subsequent five (5) year period. Contracts may be canceled with the approval of the PIP Committee at any time. An employee may begin a new contract after such action has been taken.

21500 General Contractual Possibilities

21510 The PIP can relate to an employee's assignment, individual school program, and/or a District problem which would not necessarily be highly individualized and diverse. Activities may be chosen from the following:

- 1) college courses that develop increased competence in present assignments,
- 2) development of instructional materials and/or subject units, 3) workshop programs and/or inservice training programs, and 4) participation in State or Federal institutes (e.g. NDEA).

21520 It is understood that all activities will relate to objectives defined in the Applicant's PIP contract which are acceptable to the employee and the PIP Committee.

21600 Guidelines

The Professional Incentive Program is a program of individual contracts to encourage professional growth. Each PIP contract should be designed to provide for a variety of activities (i.e. college units, workshops, etc.) appropriate to the employee's talents, interest, and PIP objectives.

21610 Statement of Objectives

The ultimate outcome of the PIP is the improvement of an employee's competency, the enrichment of students' learning experiences, and the enlightenment of professional associates. Objectives shall clearly define the goals and purposes of the PIP contract.

21620 College Units

21621 Seven to nine college units in an accredited institution will be acceptable if work completed is appropriate to the PIP objective.

21622 Where it is appropriate, applicants may submit undergraduate units as a basis for PIP.

21623 Course work must relate specifically to written PIP objectives.

21624 Credit will be granted for in-class time only, not for reading, research, or outside activities.

21630 Individualized Units

A complete and detailed PIP log form will be submitted to the Screening Committee by the employee upon completion of work detailed below. The report will state how much work contributed toward realization of PIP goals and will include a log of the hours spent in developing the individualized units. Six (6) to eight (8) individualized units will be acceptable. An "individualized unit" will be defined as forty-five (45) hours of work and will be computed in quarter, half, and whole units. The basis for allowing credit will be determined by the hours devoted to each activity. The report will be the determining factor in granting credit.

21631 Development of instructional materials and/or project, e.g.

- (1) Program/Thematic Units
- (2) Specialized curriculum units
- (3) Technology
- (4) Other

21632 Travel (maximum of three [3] units)

- (1) A pre-travel plan and post-travel report are required.

(a) The pre-travel plan should include an itinerary and a statement of how the proposed travel relates to the PIP objectives.

(b) The post-travel report shall include all information necessary to show realization of objectives (e.g. itinerary, dates and places visited, slides, films, etc.)

(c) The PIP travel form will be submitted to fulfill these requirements and shall include a detailed explanation as to how the travel contributed to the realization of the objectives of the PIP contract.

(2) Guidelines for credit:

(a) a maximum of three (3) units for travel may be granted for each PIP contract;

(b) no credit will be given for incidental travel. Incidental travel is defined as time spent traveling to and from destination.

21633 Workshops, Conferences/Conventions, Inservice, and Non-Accredited Schools or Private Instruction. Pre-approval by members of the Screening Committee required.

21640 Rules and Regulations

21641 Applications

(1) Course work for a PIP contract may be initiated by the employee before he/she receives written approval of his/her contract under the following conditions:

(a) credit for course work may be granted for that work which is under progress when the PIP-O form is submitted to the PIP Committee;

(b) under no circumstances will retroactive credit be granted for courses which were completed prior to the time that the PIP-O form is submitted;

(c) the applicant should realize that the PIP Committee may not approve the particular course work that has been undertaken prior to the formal approval of the PIP contract;

(2) Incomplete applications to the PIP Committee:

(a) The PIP Committee shall not consider an application in which primary information is lacking (names, addresses, phone number, employee's designee, signature, etc.);

(b) such application will be returned to the employee with an explanation.

21642 Changes in approved contracts

(1) Candidates should use the form "Petition for Variance" for any proposed changes in approved contracts. All Petitions for Variance must be submitted to the PIP Screening Committee for signature and approval prior to submission to the PIP Committee. The Committee reserves the right to deny any petition for variance.

21643 Miscellaneous

(1) All Screening Committee members must have had an opportunity to review the employee's contract before the final approval is given.

(2) The PIP Committee will normally meet once a month beginning in October and ending in June, and will establish other meetings as deemed necessary. Materials to be considered by the PIP Committee must be submitted to the Human Resources Office ten (10) working days prior to the PIP meeting.

(3) A letter will be sent to the employee as soon as possible, following the Committee's decision, detailing reasons for approval or nonapproval.

(4) An employee must make available to the District any idea or material developed on a PIP contract.

(5) A contract with a commercial form involving materials developed under a PIP contract will carry the proviso that the District shall be able to purchase such materials at net cost, less royalty.

(6) An employee may not receive double credit or remuneration for PIP activities.

(7) All reports required under Article 21630 (Individualized Units) must be submitted within three (3) months or at the first PIP meeting following the third month of the completion of the activity.

(8) A simple majority of the PIP Committee will govern the action.

(9) Applications for the PIP Committee replacements will be held in January. Elections will be held in April. The newly elected members will serve as ex officio members beginning in May until they take office in October.

(10) Upon final acceptance of the completed contract, the PIP Committee will present the project to the Instructional Materials Division for filing and cataloging.

(11) Periodic surveys of apparent inactive contracts will be conducted to determine the status of the contracted program.

ARTICLE 22000

HOME/HOSPITAL TEACHERS

22100 Home/hospital teachers shall be paid in accordance with Appendix G of this Agreement. Approved for hourly pay shall be: district orientation, inservice training, processing of students, general paper work, contact time with students, and necessary visits to the student's home school. The Administrator of Student Services will attempt to include home teachers in the planning of inservice sessions.

22110 Each employee shall receive one (1) hour pay for starting a student and one (1) hour pay for releasing a student.

22120 Each employee shall receive two (2) hours pay per month for up to and including four students at the same time and an additional hour for each additional four students or fraction thereof. One-half (1/2) of these hours shall be for general paper work relating to assigned students. One-half (1/2) of these hours shall be to coordinate lesson plans with the classroom teacher(s).

22200 The mileage rate, traveling between student homes and the travel required in connection with school visitation, mentioned in Section 22100 prior to beginning work with a new student, shall be paid in accordance with Appendix G of this Agreement.

22300 If an unsafe condition exists in the home of an assigned student, the home teacher shall report it to the appropriate administrator. Home teachers shall not be required to work under unsafe or hazardous conditions.

22400 Information regarding the home teacher program shall be provided to each school. Such information shall detail what is expected of the local school in readying student materials.

22500 Home teachers who, upon arrival at a student's home, are prevented from performing their assigned service, shall be paid for the scheduled assignment, provided they report to Special Student Services the reasons for being unable to perform their assigned service.

22600 In the event that a home teacher is offered full-time employment by the District, one year of experience shall be granted for every 1,050 hours accumulated hourly certificated employment as a home teacher.

22700 Home teachers are allowed sick leave benefits according to the following formula:

Number of Hours Worked

_____ x 10 + Hours for Sick Leave

Number of Working Days for Year

22710 Hours worked is defined as hours for which the employee is paid.

ARTICLE 23000

BILINGUAL EDUCATION TEACHERS

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

23120 When possible, no more than two-thirds (2/3) Limited English Proficient/Non-English Proficient (LEP/NEP) pupils whose primary language is the same, shall be enrolled in a bilingual classroom.

23130 No less than one-third (1/3) of the pupils in such classes shall be Limited English Proficient. Fluent English Proficient (FEP) should, wherever possible, be at the average performance level of their respective grade according to the District norm.

23140 Where evidence is available that the proportion cannot be met, waivers can be sought pursuant to law.

23150 Combination bilingual classes shall occur only when no other alternative is feasible. When combination classes do exist employees will be assigned instructional associates in an equitable manner provided funding for the instructional associates is available from restricted sources and approved by the appropriate governing body within the District. The joint committee created in Articles 13480 and 13490 will implement this provision.

23160 Two hours per day of instructional associate time shall be provided for all bilingual classes.

23161 Beginning in 1995-96 a fully credentialed bilingual classroom employee may elect to use half, or all, of the amount of money allocated to pay for an instructional associate to purchase extended learning opportunities. For the purposes of this Agreement, the parties agree that the average amount of compensation for two (2) hours of instructional associate time is the average total compensation paid on November 1. Expenditure of the funds is subject to District purchasing procedures and the following parameters:

23161.1 Primary language tutorial services

23161.2 Primary language software

23161.3 Purchase of primary language instructional materials

23161.4 Purchase of substitute time for primary language curriculum development, for staff development, and for program articulation with parents, students and staff excluding regular parent-teacher conferences and other activities already performed pursuant to Article 9100 of the Agreement.

23161.5 Purchase of hourly time for any activity defined in Appendix G, section 3.2 and for the teaching of parent classes as defined in Appendix G, section 4.1.

23161.6 Purchase or leasing of technology. Expenditure of funds for this purpose during the 1995-96 school year shall be

reviewed and evaluated by the parties. A determination shall be made whether such expenditures should continue.

23162 A fully credentialed bilingual classroom teacher who exercises any of the options in Article 23161 shall submit a tentative plan for the above to the administrator by October 15 and, for purposes of revision, prior to the winter break. Before any budget allocation, all plans developed under this section shall be submitted to the Associate Superintendent of Educational Services for approval, which will occur if the plan is in conformance with this Article and all legal and program requirements.

23163 A fully credentialed bilingual classroom teacher who elects to use an instructional associate must keep the instructional associate for the entire year, unless the instructional associate resigns from that position.

23163.1 Any unspent funds as a result of the instructional associate's resignation may be used by the employee to exercise the options listed in Articles 23161 through 23161.6.

23163.2 Teachers in bilingual classes that are not provided with a paid instructional associate shall receive an amount of money equal to the per diem rate of pay for the instructional associate beginning with the eleventh work day without an instructional associate. This money will be used in accordance with the provisions of Article 23161.1 through Article 23161.6.

The above does not apply to classes which have an instructional associate assigned to them if the instructional associate is on paid leave.

23164 A fully credentialed bilingual classroom teacher who elects to exercise any of the options in 23161 in lieu of instructional associate time shall notify the Associate Superintendent of Educational Services and the Director of Classified Personnel by May 29 of the year preceding the year in which the teacher wishes to implement the option. This choice shall remain intact for the classroom irrespective of changes in teacher assignments for the following year.

23164.1 For the term of the 1994-95 contract the May 29 deadline shall be extended to June 14.

23164.2 When the option selected is to use one-half or all of the money allocated under 23161 for instructional associate time, the District shall be deemed to be in compliance with this Article so long as it has made a reasonable effort to fill the one- or two-hour instructional associate slot. If such effort is unsuccessful, the employee may exercise the options in 23161.1 through 23161.6.

23170 Fully bilingual credentialed teachers of LEP/NEP students in a bilingual elementary classroom shall be granted up to \$200.00 per year per FTE for approved purposes of supplementing instructional programs. In addition, a committee of SJTA representatives and the District shall meet to determine if additional revenues can be allocated for this purpose.

23200 Bilingual teachers shall have the opportunity, individually or as a group, to recommend the prioritizing of the site's categorical LEP/NEP budget to the appropriate school group (or individual) authorized to make decisions on such matters.

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

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

23300 Secondary Language Development Program

23310 Certificated bilingual cross-cultural teachers, or if no such teachers are available, language development specialists assisted by a bilingual associate shall provide instruction for such programs.

23400 No advancement or transfer shall be denied an employee filling a position requiring a bilingual credential unless such an action causes the District to be out of legal compliance or causes the District to incur additional costs.

23500 The joint committee identified in Article 13480 will be formed to identify necessary resources to reduce bilingual class sizes to a maximum of twenty-four (24).

23600 The District shall provide stipends to employees to develop curriculum to serve the instructional needs of LEP/NEP students.

23700 The District will continue to provide training in order to facilitate the timely certification of teachers currently on waivers, and the retention of teachers with bilingual certification. Additional District activities to reinforce these goals shall include staff development, conference attendance, and release time for planning.

23710 The District shall make mentor teacher-type support available to bilingual classroom teachers of LEP students.

23720 The District shall support team-teaching efforts.

23730 The District shall equalize the allocations of current instructional supplies.

23740 The District shall establish a centralized newcomer program.

23750 The Association will fully support the District's effort to seek a modification of the court order that would remove all NEP students from the court's jurisdiction.

23770 The parties agree to the formation of a joint advisory committee to determine the most effective methods for attracting and retaining fully credentialed bilingual teachers. This committee will gather available data, including practices in other districts, and will seek the input of interested constituencies, e.g. bilingual teachers, university instructors, student teachers, etc. Within six months following its initial meeting, the committee will issue a report with recommendations for the parties to utilize in future negotiations on this issue.

23771 The joint committee will be composed of ten individuals, five appointed by the Association and five appointed by the District.

23780 Upon successful completion of the BCLAD (Bilingual Cross-Cultural Language and Academic Development) certification by a current District employee, during or after the 1995-96 school year, a one-time reimbursement of \$500 shall be provided to the employee to offset the cost of certification.

23900 Beginning in 1992-93, the District will adjust the initial salary step placement of new teachers in identified need areas, including bilingual education, in order to better recruit/retain teachers in said need areas.

PRE-SCHOOL TEACHERS

- 24100** Persons employed in the Pre-School Program requiring a Child Care Permit or Elementary Teaching Credential shall be covered by this Article.
- 24200** The Pre-School employee shall be paid in accordance with the Salary Schedule in Appendix E.
- 24210** Employees hired after January 15, 1992, shall work a five-hour (5) day and be compensated at five-sixths (5/6) of the appropriate salary contained in Appendix E.
- 24220** For the 1992-93 school year only, the District will initiate a pilot program of instruction at one or more sites.
- 24221** Employee assignment to the pilot program will be voluntary.
- 24222** Employees shall teach two three-hour (3) sessions.
- 24223** Employees shall be on site for eight (8) hours per day.
- 24224** Employees shall be compensated ten-sixths (10/6) of the appropriate salary contained in Appendix E.
- 24300** Additional Provisions
- 24310** Employees with previous 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 Pre-School 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 must be completed in an institution granting the AA degree or the BA degree. 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** Six-hour employees will work six hours per day exclusive of a 30 minute duty-free lunch period. Included as responsibilities during the work day will be three and one-half hours of student contact time. The remaining two and one-half hours shall be utilized for the following tasks:

- 24361** perform required paper work
- 24362** plan and conduct five (5) parent education meetings per year.
- 24363** Enroll new students on site as needed.
- 24364** Conduct an average of 150 minutes per week of parent contact time which may include home visits, individual meetings at the site or telephone calls.
- 24364.1** Should a supervisor determine a home visit is necessary, the employee will be provided the assistance of another qualified employee to accompany the employee on the visit.
- 24365** Conduct two (2) parent-teacher conferences per year at the site outside of student contact time.
- 24366** During preparation times, employees may be released to attend classes leading to a BA degree in Child Development/Early Childhood Education or to a credential in Bilingual Education, Secondary Mathematics, or Secondary Science provided the courses are not offered at any other time and provided the release time is made up in a mutually agreed upon manner with the employee's site administrator.
- 24370** Five-hour (5) employees will work five (5) hours per day exclusive of a 30 minute duty-free lunch period. Included as responsibilities during the work day will be three (3) hours of student contact time. The remaining two (2) hours shall be utilized for the tasks listed in 24361 and 24366.
- 24380** All leave provisions agreed to elsewhere in this contract shall apply to employees in the Pre-School Program.
- 24390** Pre-School Employees are entitled to the same group insurance benefits agreed to elsewhere in this contract.
- 24400** Legal or Board holidays: Legal or Board holidays for Pre-School will conform with those days adopted by the Board of Education for regular certificated personnel.
- 24500** 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 State law student/employee ratios.
- 24700** Transfer Rights
- 24710** Pre-School 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 Pre-School employee transfers into the regular program, his/her seniority date shall be established as the first date of paid rendered service as an employee in the Pre-School 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) unsatisfactory 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 his/her 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 Pre-School employees shall have one additional paid day of inservice prior to the start of the K-12 school year for the purpose of conducting parent contacts and classroom preparation.

24900 Pre-School orientation will occur on the first day of student attendance. All students, in groups of approximately eight (8), with parents invited, shall attend an orientation period of one (1) hour. Thereafter, parents and children may receive an additional administrator orientation or leave the site.

ARTICLE 25000

CHILD DEVELOPMENT CENTER TEACHERS

25100 Persons employed in the Child Development Center requiring a Child Care Permit or Elementary Teaching Credential shall be covered by this Article.

25200 The Child Development Center employees will be paid in accordance with the Salary Schedule included in Appendix F of this Agreement.

25300 Head Teacher: The compensation for the head teacher of the Child Development Center shall be determined by the appropriate placement on the Salary Schedule plus a ten percent (10%) responsibility factor.

25310 Employees who work at Child Development Centers where a head teacher is not assigned to be on site will be assigned an associate and will receive a stipend of one hundred dollars (\$100) per year.

25400 Additional Provisions

25410 Employees with previous teaching experience are eligible for the maximum Step in the lane for which they are qualified.

25420 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's Child Development Centers. Service increments for personnel employed by the month shall be automatically effective July 1 of each year. Eligibility for the service increment is dependent upon having worked for seventy-five percent (75%) of the days the center was in session during the preceding fiscal year.

25430 Units offered to meet requirements for training classes must be completed in an institution granting the AA degree or the BA degree. Units to meet the training requirements may also be earned by taking a summer workshop offered by the Board of Education.

25440 June 30 is the last day for filing transcripts for personnel who receive the first salary payment on July 31.

25450 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 June 30. If an instructor's signature is offered in lieu of a transcript, a transcript must follow by August 1 of that year.

25460 The Child Development Center employees will work forty (40) hours per week, based on a five (5) day work week. Each employee shall have as much teacher-directed preparation time as possible during periods when no children are present or when children are being monitored by another person. Daily hours shall be assigned as required to meet the operational requirements of the various Centers. A monthly salaried employee who works less than forty (40) hours shall receive compensation accordingly.

25461 Child Development Center Employees shall have the following Legal or Board holidays: Independence Day, Labor Day, Veterans' Day, Thanksgiving Day and the Friday following Thanksgiving, the working day before Christmas Day, Christmas

Day, the working day before New Year's Day, New Year's Day, Dr. Martin Luther King Jr. Day, Lincoln Day, Washington Day, Good Friday, Memorial Day, and any other legal holidays declared by the State of California.

25462 Vacation for the Child Development Center Employees shall be credited as follows: every teacher shall be allowed vacation leave with pay at the rate of one (1) day for each month of service, provided that no vacation shall be granted during the first six (6) months of employment, but on successful completion thereof, vacation time shall be allowed for time of service accrued. During the fourth year of continuous service and thereafter, an employee shall earn leave with pay at the rate of one and two-thirds (1-2/3) working days for each month of service. During the tenth year of continuous service and thereafter, the rate shall be two and two-thirds (2-2/3) working days for each month of service.

25462.1 All vacations shall be taken at such time or times during the calendar year as designated by the head teacher and Human Resources.

25462.2 An employee who is resigning, who is retiring, or who is to be laid off without fault on his/her part and who has earned vacation time to his/her credit, shall be paid for such vacation on the effective date of such resignation, retirement, or layoff. If a holiday falls within a scheduled vacation period, one additional day shall be granted. The employee shall not be permitted to accrue more than one month of leave.

25470 All leave provisions described in Article 11000 shall apply to this Article with the following exception: Each Child Development Center employee who works on a calendar month basis shall be entitled to accumulate sick leave without loss of pay for illness or injury upon the basis of twelve (12) days per fiscal year. Unused sick leave shall be carried forward to the succeeding year. Deductions for absence due to illness, accident, or quarantine, shall be recorded by half days as well as whole days.

25471 After ten (10) months of full employment, Child Development Center Employees may take part-time leave without pay or full-time leave without pay for up to two (2) months before any one school year, with the approval of the Human Resources Office and the endorsement of the Child Development Center Director.

25480 Child Development Center Employees are entitled to the same group insurance benefits agreed to elsewhere in this Contract. Employees working thirty (30) or more hours per week shall be eligible for employee benefits contributions equivalent to other full-time employees. Employees working less than thirty (30) hours per week shall be eligible for employee benefit contributions on a proration based on thirty (30) hours equaling one F.T.E.

25500 Transfer Rights

25510 Child Development Center Employees holding a regular teaching credential are eligible to participate in Section 15200 of Article 15000 (Transfers). The provisions of the Section are subject to the relevant provisions of the Education Code.

25520 When a CDC employee is transferred into the regular program, his/her seniority date shall be established as the first date of paid rendered service as an employee in the CDC program.

25530 In the event the Center closes (is abolished) employees with K-12 credentials shall be transferred into the K-12 program.

25540 Current employees shall have preference over new hires for any vacancy they interview for provided they have no more than one (1) unsatisfactory check on their most recent final assessment form.

25541 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 25540 to the Contract Advisory Committee. The Contract Advisory Committee will hold a meeting in order to hear the principal substantiate his/her 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.

25600 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. If neither employee had the desired assignment the previous year, then the most senior employee shall receive the assignments.

25700 Ten Month Infant Center Employees

25710 Ten Month Infant Center Employees will be paid based upon the appropriate step of Appendix F, Child Development Center Teachers Salary Schedule, that reflects their training, experience, and FTE status.

25720 The salary shall be computed at a per diem rate based upon a 246 day work year for an eight (8) hour employee.

25730 The employee will be paid the amount equal to this per diem rate times their FTE status times

25731 206 days (183 workdays, 13 holidays and 10 vacation days) if they have one through four years of District service,

25732 213 days (183 workdays, 13 holidays and 17 vacation days) if they have five through nine years of District service, or

25733 223 days (183 workdays, 13 holidays and 27 vacation days) if they have ten (10) or more years of District service.

25740 Paid vacation days shall be taken when students are not present, i.e. winter, spring, or summer breaks.

ARTICLE 26000

MENTOR TEACHER PROGRAM

26100 The Mentor Teacher Program shall be conducted in accordance with the Education Code provisions and Title 5 Regulations. Any section of this Article found to be in conflict with statutory provisions or California State regulations shall be renegotiated within 30 days of the effective date of such laws or regulations.

26200 Mentor Program Committee

26210 Composition

26211 There shall be seven members on the Mentor Program Committee—four of whom shall be classroom teachers and three of whom shall be certificated administrators.

26212 There shall be one full-time teacher each from the elementary, middle school, and high school levels and one at-large.

26220 Nominees

26221 On or before a date determined by the Board of Education, the Association shall nominate and submit to the District at least three and not more than six teachers for each teacher membership slot.

26221.1 Each nominee must be willing to fulfill the requirements of service.

26221.2 Should the Association fail to nominate candidates, the District may nominate teachers to be voted upon for membership on the Committee.

26230 Election

26231 The Association shall distribute secret ballots as follows:

26231.1 To all elementary probationary and permanent classroom teachers with the names of the elementary level nominees and the names of the at-large nominees with instructions to vote for one elementary representative and one at-large representative;

26231.2 To all middle school probationary and permanent classroom teachers with the names of the middle school level nominees and the names of the at-large nominees with instructions to vote for one middle school representative and one at-large representative;

26231.3 To all high school probationary and permanent classroom teachers with the names of the high school level nominees and the names of the at-large nominees with instructions to vote for one high school representative and one at-large representative.

26232 The ballots shall be returned to the Association and counted by the SJTA Elections Committee members.

26232.1 The teacher with the greatest number of votes in each category shall be appointed as a committee member.

26232.2 The teacher with the second greatest number of votes may be designated as an alternate to serve in the absence of the regular member.

26233 Each teacher shall sign on an appropriate form when he/she receives and casts his/her ballot. Voted ballots and the signature form shall be turned in to the Association together.

26240 Term

26241 Committee members will serve staggered terms of two years.

26241.1 Terms will be determined by lot.

26241.2 Two teachers will serve for two years and two teachers for one year to begin the staggered terms.

26242 In the event of unfulfilled terms, the alternate may fill the term until the next election.

26250 Meetings

26251 The times and places for meetings will be determined by mutual agreement of the committee members.

26252 Release time will be provided to members when necessary.

26260 Duties

26261 The District will communicate the general priorities which mentor teacher projects will need to address. All mentor teacher projects will be communicated to the Mentor Program Committee. The Mentor Program Committee will have the opportunity to provide input into these descriptions as well as to suggest additional mentor teacher projects. The Mentor Program Committee shall seek applicants for the designated mentor teacher project(s) from all eligible classroom teachers.

26262 The Mentor Program Committee and the Department of Educational Services will work cooperatively on communications to District employees, development of forms, and the setting of timelines.

26263 The Mentor Program Committee shall determine the appropriate processes for implementation of the program, including but not limited to communications to District employees, development of forms and the setting of timelines. The Committee and the Department of Educational Services will work cooperatively to accomplish these tasks:

26263.1 make recommendations for program expenditures

26263.2 distribute minutes of meetings to all members of the Mentor Program Committee

26263.3 set the calendar for Mentor Program activities.

26264 The Mentor Program Committee shall review the applicants and direct the Administrative Support Person to:

26264.1 Verify that the statutory criteria for qualifications have been met:

(a) permanent credentialed classroom teacher

(b) has a minimum of five years experience in classroom instruction and not less than two years in the District within the past five years.

(c) establish a process for determining exemplary teaching ability in all mentor teacher applicants that demonstrate but are not limited to:

1) effective communication skills

2) subject matter knowledge

3) mastery of various teaching strategies necessary to meet the needs of pupils in different contexts

(d) consider the applicant's length of service and academic preparation

(e) consider the results of recommendation forms (1) from an administrator (1) from a peer submitted to the members of the Committee. Professional experience, educational training, awards, specific skills, recommendations from an administrator and a peer, and pertinent information.

(f) consider personal information relating to the applicant's teaching experience

(g) consider the applicant's ability to relate positively and professionally to peers.

26264.2 The Mentor Program Committee will submit a list of all finalists being recommended to the Board of Education:

(a) The rationale for the selection of the finalist shall be submitted with appropriate documentation.

(b) Finalists shall not be ranked.

(c) Each finalist shall have received a majority vote of the members of the Mentor Program Committee.

(d) Names shall be submitted in accordance with timelines established by the Board of Education.

26300 Mentor Teachers

26310 Application Process

26311 Any teacher who meets the following qualifications is eligible to seek classification as a Mentor Teacher:

26311.1 holds a valid California teaching credential

26311.2 has achieved permanent status

26311.3 has a minimum of five years experience in classroom instruction and not less than two years in the District within the past five years.

26311.4 has demonstrated exemplary teaching ability as specified in Section 26264.1(c), 1 through 3.

26311.5 has given written consent to release personal information relating to teaching experience and performance.

26312 In the selection of applicants the following criteria shall be used:

26312.1 professional experience, educational training, awards, specific skills, recommendations, and other pertinent information.

26312.2 statement authorizing release of personal information relating to teaching experience and performance.

26320 Services

26321 The duties and responsibilities of each mentor teacher shall be determined on an individual basis in accordance with the particular program to be implemented. The duties shall be limited to:

26321.1 providing assistance to new and/or experienced teachers and/or

26321.2 staff and/or curriculum development

26322 The time and manner in which each teacher shall render the service in a particular program shall be determined on an individual basis, except that each mentor teacher shall spend not less than 60 percent of the time in direct instruction of pupils during the school year.

26323 Mentor teachers shall not be exempt from the responsibilities required from other members in the bargaining unit.

26324 Mentor teachers shall have the same rights as other members in the bargaining unit.

26330 Term

26331 The term of a Teacher Mentor shall be a three-year (3) term, subject to the review procedure established in Articles 26510, 26511, and 26512 of the Agreement.

Based on the successful completion of the program criteria as defined in Appendix O after serving one year as mentor teacher.

26332 Teacher Mentors may reapply annually at the end of the three year term for a limit of six (6) consecutive years of service.

26333 The term of a Mentor Program Facilitator shall be a three-year (3) term subject to the review procedure established in Articles 26510, 26511, and 26512 of the Agreement.

26334 Mentor Program Facilitators may reapply annually at the end of the three-year term for a limit of six (6) consecutive years of service.

26340 Stipend

26341 The stipend shall be the amount funded by the State for a full school year of service, or a pro rata share of that amount for less than a full school year of service.

26342 Stipends under the provisions of this Article shall be over and above the regular salary of the mentor teacher.

26343 The stipend shall not be counted as salary or wages for purposes of calculating employer contribution rates or employee benefits under the State Teachers' Retirement System.

26344 Stipends shall become due and payable at the conclusion of each Mentor Teacher Program.

26400 Funding

26410 No portion of this program shall be budgeted or paid for from general fund monies. Otherwise, it shall be implemented only to the extent that special funding from the state is provided. This stipulation shall apply to the mentor stipend, release time costs, administrative costs, and all other costs created by the mentor program.

26420 If the funding is decreased at any time during the life of the program, the program will be decreased proportionately.

26500 Evaluation

26510 The Mentor Program Committee shall reserve the right to require a mentor to report in person to the Committee to review the progress of the mentorship.

26511 The Mentor Program Committee may recommend modification of a mentorship.

26512 The Mentor Program Committee may recommend revocation of a mentorship to the governing board.

26520 At the end of the school year, the District, with input from the Mentor Program Committee, mentor teachers, and participating teachers will assess the merits, strengths, and weaknesses of the program.

26530 Mentor teachers shall not be adversely evaluated on classroom performance because of time spent out of the classroom working as a mentor.

26540 Mentor teachers shall not evaluate their mentees.

26550 The District, with input from the Mentor Program Committee, mentor teachers, and participating teachers, will review an appropriate evaluation process for mentor teachers on an ongoing basis.

26600 Appendix O is the Mentor Program Framework which is the operational procedure of the program.

ARTICLE 27000

SPECIALIZED PERSONNEL

27100 Secondary Librarian/Media Specialists, Elementary Library/Media Resource Teachers, Migrant Resource Teachers/Counselors, and Elementary Resource Teachers are specialized personnel.

27110 The professional workday for those specialists is defined in Article 9100.

27120 The work year for employees mentioned in this Article shall coincide with the regular teacher's work year.

27130 Resource Teachers shall work with students at least fifty-one percent (51%) of their work week.

27200 Whenever possible, Elementary Media Resource Teachers will be assigned in an equitable manner and will be assigned to no more than two buildings.

27300 Secondary Migrant Education Resource/Counseling teachers shall be assigned in an equitable manner in accordance with the needs of the project.

27400 Upon request, and whenever possible, the principal will authorize clerical assistance for specialized personnel.

27500 An independent studies employee shall have a maximum of twenty-eight (28) students.

27510 The District may utilize non-bargaining unit personnel at the PDC to service a total of sixteen (16) students. When a seventeenth student is enrolled, the District will hire a full-time employee.

27520 Independent studies teaching staff not assigned to the PDC must maintain a class load of between twenty-four (24) and twenty-eight (28) based on students enrolled exclusively in independent studies.

ARTICLE 28000
SCHOOL NURSES

28100 The work year for nurses shall coincide with the regular teacher's work year. Any extensions of the work year shall be compensated for on a per diem basis.

28200 School programs having a health component shall endeavor to have the school nurse involved in the planning of the program.

28300 Assignments

28310 Nurses will be assigned on the basis of experience and educational background. Wherever possible, assignments shall be equitable in terms of duties, sites, and/or students serviced.

28320 Notice of assignment for the following year shall be given to all nurses by the end of the current school year whenever possible. If changes are necessary at a later time, the affected persons shall be notified as soon as possible.

28330 Appropriate orientation will be provided for newly employed nurses or nurses changing school levels during the assigned school day. Such orientation shall include a thirty (30) minute duty-free lunch.

28340 The provisions contained in the Stull Evaluation Handbook relative to nurse evaluations shall be followed.

28400 Nurses shall have a thirty (30) minute duty-free lunch.

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

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

28600 The professional workday for nurses is defined in Article 9000.

28700 Each nurse shall, when possible, be involved in the interviewing and training of his/her health associate when assigned such an associate.

28800 Nurses may elect a nurse's advisory committee. The committee may develop its own constitution, bylaws, and/or standing rules by which it will operate, provided that meetings will be held outside of the student instructional day. Such a committee should foster mutual communication and mutual effort at enhancing the common good of the Health Services Department.

28810 Meetings of the committee with the Supervisor of Health Services shall be arranged at the request of either part at mutually agreeable times and places.

28820 Written recommendations with rationale by the committee will be reviewed by the Supervisor of Health Services. Responses to such recommendations will be communicated in writing with rationale to the committee.

28900 Upon request and whenever possible the principal will authorize necessary clerical assistance for nurses.

28910 The duties of Health Office volunteers are contained in Appendix I and may be amended by mutual agreement.

28920 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 Supervisor of Health Services.

ARTICLE 29000
MILEAGE ALLOWANCE

District employees who are required by an administrator to use their personal automobiles on District-related business will be eligible for a mileage allowance as set forth in Appendix G.

ARTICLE 30000

TEMPORARY TEACHERS

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

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

30300 Temporary teachers employed seventy-five percent (75%) of the school year shall be evaluated in accordance with the Stull procedures.

30400 When temporary employees are converted to probationary status, it shall be based upon the criteria provided below in this article:

30410 The temporary employee must have received satisfactory evaluations during the current year of temporary service.

30420 The requirements of Education Code section 44918 shall apply (see Appendix N).

30430 In determining whom to convert to probationary status, the District shall select the most senior appropriately credentialed employee who meets the staffing needs of the site and the District.

30440 For purposes of this article only, "seniority" as a temporary employee shall be determined by the aggregate length of service as a temporary employee in the District.

30500 The District agrees that it will employ no greater number of temporary employees than it has employees on leave of absence or in positions funded from categorical money. The parties agree that the issue of whether or not desegregation is categorical shall not be arbitrable and may be determined by a court of competent jurisdiction at the discretion of Association.

30510 The specific number of allowable temporary employees will be determined by the end of the third month of school. Numbers in excess of the allowable number will be lowered by converting to probationary status properly credentialed teachers who have received satisfactory evaluations during the most recent year of temporary service and who meet the staffing needs of the school and the District through consideration of the following criteria:

30520 Areas of critical shortage such as Secondary Math and Science, Bilingual Education, Special Education, CLAD certification, Foreign Language;

30530 Specialty program employees such as Montessori, Science Magnet, International Baccalaureate, Fine Arts.

30540 Date of hire.

ARTICLE 31000

REDUCED WORKLOAD PROGRAM

31100 The School District established the regulations below in accordance with the 1974 amendment to the Education Code Sections 44922 and 22724 which will allow certificated employees to reduce their workload from full-time to part-time duties, thereby permitting part-time certificated employees to have retirement benefits based on full-time employment. Employees who start the program may continue until completing five (5) years of participation, but not beyond the year in which the 70th birthday falls.

31200 Regulations

31210 The District and the employee will make the contribution required by full-time employees to the State Teachers Retirement System.

31220 The employee must have reached the age of fifty-five (55).

31230 The employee must have been employed full time in positions requiring certification for at least ten (10) years, of which the immediate-previous five (5) years were full-time employment.

31240 The option of part-time employment can be exercised at the request of the employee with the agreement of the employer and can be revoked only with the mutual consent of the employer and employee.

31250 The employee shall be paid a salary which is the pro rata share of the salary the employee would be earning had the employee not elected to exercise the option of part-time employment, but shall retain all other rights and benefits for which the employee makes the payments that would be required if the employee remained in full-time employment.

31251 The employee shall receive health and dental benefits as provided other full-time employees by the District and by law.

31260 The minimum part-time employment shall be the equivalent of one-half of the number of days of service required by the employee's contract of employment during the employee's final year of service in a full-time position. If partial-day employment is requested, compensation shall be based on a minimum of 525 teaching hours per year.

31270 This option is limited to pre-kindergarten through grade 12 to certificated employees who do not hold positions with salaries above that of a school principal.

31280 STRS regulations shall be followed.

31290 Sick leave shall vary directly to the proportion of full-time employment.

31300 Procedure

31310 Principals shall be requested to review the program with interested parties early in the school year.

31320 Employees interested in participating in the program shall apply by letter to the Director of Human Resources prior to April 15 of the preceding year. At the request of the employee, such application will be

followed by an interview with the Assistant Superintendent of Human Resources or his/her designee to review the program in depth. An Association representative may accompany the employee if he/she chooses.

31330 Mutual acceptance of the program by the District and the employee shall be accomplished by June 15.

31340 After an employee has accepted the assignment, he/she and/or the District may revoke the Agreement as long as such revocation is done within ten (10) days of acceptance.

31350 If an employee wishes to terminate the Agreement after that period, return to full employment will be at the option of the District.

ARTICLE 32000

EMPLOYMENT AFTER RETIREMENT

32100 The District agrees to continue the Employment After Retirement Program

32200 Certificated employees may be eligible for employment after retirement based on the following criteria:

32210 Employees must file applications with the Human Resources Office by November 1, in the year previous to the school year in which they intend to participate in the program.

32220 Employees must submit their resignation to the Board and Superintendent no later than March 1 in the year previous to the year in which they intend to participate in the program.

32300 Selection

Employees will be selected for recommendation to the Board of Education by the Superintendent's Human Resources Committee based on the needs of the District.

32400 Contract

32410 Contracts shall be awarded for one (1) year at a time.

32420 Retirees will perform such services each year for the School District as deemed appropriate and necessary by the Superintendent.

32430 The contract amount shall be determined by the Superintendent's Human Resources Committee, not to exceed legal stipulations, and approved by the Board of Education.

32500 The District shall make the same health and dental benefit contribution on behalf of participants as it does for full-time employees.

ARTICLE 33000

SCHOOL COUNSELORS

33100 The professional work day for counselors is defined in Article 9000.

33200 Each senior high school shall have twenty (20) additional days scheduled beyond the normal school year for counseling services. Payment for these days shall be on a per diem basis and shall be added to the annual salary the counselor would receive on the schedule and the total amount shall be paid in ten (10) equal payments. To accommodate for services necessary during the summer, counselors, with the approval of the principal, may substitute regular school year work days for summer responsibilities.

33300 Each middle school shall have twenty (20) additional days scheduled beyond the normal school year for counseling services. Payment for these days shall be on a per diem basis and shall be added to the annual salary the counselor would receive on the schedule and the total amount shall be paid in ten (10) equal payments. To accommodate for services necessary during the summer, counselors, with the approval of the principal, may substitute regular school year work days for summer responsibilities.

33400 Co-curricular and non-counseling duties shall be assigned on a par with the regular teaching staff.

33500 In determining counselor assignments, the Superintendent will take into consideration level of service, expectations, and the needs of each school.

33510 No District-funded counselor shall be assigned to more than two (2) buildings per day.

33520 Special project-funded counselors, whose duties are restricted to a project, shall not be counted in basic counselor allocation.

33600 No duties requiring a pupil personnel credential will be assigned to an employee who does not have such a credential.

33700 The Department of Student Services in consultation with the counselors will develop a plan to delineate the counseling tasks to be accomplished by the counselors during the assigned day. No tasks shall be required of a counselor if the accomplishment of them would require the counselor to work beyond the time specified in Article 33100.

33800 The Elementary Drop-Out Prevention counselors' assessment instrument and job description shall be developed by a joint committee of counselors, classroom teachers, nurses, elementary site administrators and district administrators, and referred to the Contract Advisory Committee for appropriate action.

33900 A joint committee of counselors and administrators shall develop appropriate criteria to determine equity concerning work load. The recommendations of the committee shall be referred to the Contract Advisory Committee for appropriate action.

ARTICLE 34000

ELEMENTARY INSTRUMENTAL MUSIC

34100 The student contact time for Elementary Music teachers shall be in accordance with Article 9000, Section 9110.

34200 Every reasonable attempt will be made to assign an instrumental music employee to no more than three (3) schools or 175 students at any time during the school year.

34210 A joint committee will be formed to develop a plan to implement the provisions of Section 34200.

34300 The last five (5) days of the school year shall be set aside to complete their inventory of the musical instruments and perform other associated professional tasks as suggested by the principal of the schools to which they are assigned. Student instruction shall not be scheduled during these five (5) days.

34400 The above provisions shall apply if the District reinstates the Elementary Music Program.

34500 The District will not contract for outside commercial music instruction to be provided during the regular student instructional contact time in place of using properly credentialed employees to provide a program.

ARTICLE 35000

SPECIAL EDUCATION TEACHERS

35100 Resource Specialist Program (RSP) employees

35110 RSP employees shall be assigned an average of 24 students. No individual employee shall be assigned more than 26 students.

35120 The RSP employee work week shall consist of 1250 minutes for the following activities, in addition to those provided for in Article 35130:

35121 direct student instruction

35122 screening and diagnostic testing

35123 developing prescriptive programs

35124 conferring with parents and teachers

35125 maintaining records

35126 planning inservice training for school staff and parents

35127 assisting regular classroom teachers in program planning for IWENs

35128 some training of the RSP associate

35129 participation in IEP meetings as required.

35130 The employee's professional work day is defined in Article 9000.

35140 The performance of activities listed in Article 35120 shall be developed by mutual agreement between the immediate supervisor and the RSP employee. If the immediate supervisor does not approve of the employee's use of time, the administrator may initiate the procedures in Article 16000.

35150 Each full-time RSP employee shall have the equivalent of a six-hour instructional associate. Whenever possible, a single associate will be assigned to fulfill the requirement.

35151 The employee shall direct instructional associates to perform duties which are consistent with the student's IEP.

35152 The employee shall, when possible, be involved in the interviewing and training of his/her associate.

35153 The employee shall determine the duties to be performed by the instructional associate under the supervision of the administrator responsible for evaluating the associate.

35160 Each RSP employee shall be assigned to a 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 his/her required tasks.

35170 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.

35171 Classroom supplies include, but are not limited to, such items as paper, chalk, paper clips, etc.

35172 Professional materials may be requested throughout the year and will be allocated based on the availability of funds.

35173 RSP employees will be assigned no more than one (1) school unless such assignment would result in a student load of fewer than fifteen (15).

35180 Secondary RSP employees and counselors shall coordinate the student's schedules of regular classes. Such coordination shall take place during the workday.

35190 The District will assist currently qualified RSP employees who apply for certification as Resource Specialists by providing District verification letters.

35200 Special Day Class (SDC) Employees

35210 SDC classes shall average ten (10) students. SDC classes shall be staffed so that no class will be assigned more than twelve (12) students unless a teacher voluntarily agrees to an additional student in accordance with Article 35212. An SDC employee may be required to accept one additional student for a maximum of twenty (20) consecutive work days within a school year. Provided that the twenty (20) consecutive days has not been exhausted, in individual cases employees may be asked to take one additional student at another time, so long as the total time a teacher has thirteen students is no more than twenty (20) work days within a school year.

35211 In determining class size the nature and severity of the students' needs will be considered.

35212 Notwithstanding Article 35210, each SDC employee shall be contacted in writing to determine if he/she will voluntarily accept one additional student.

35213 SDC classes with the maximum number of students will have the opportunity to refer students with severe behavior disorders to special classes organized for that purpose.

35214 The parties recognize the right of principals to drop SDC students from class rosters due to absence as long as the absence is not caused by the handicapping condition.

35220 Student contact time for SDC employees shall be in accordance with Article 9000.

35230 The employee's professional work day is defined in Article 9000.

35240 Each full-time SDC employee with ten (10) or more students shall have the equivalent of a six-hour (6) associate. Wherever possible a single associate will be assigned to fulfill the requirement.

35241 The employee shall direct instructional associates to perform duties which are consistent with the students' IEPs.

- 35242** The employee shall, when possible, be involved in the interviewing and training of his/her associate.
- 35243** The employee shall determine the duties to be performed by the instructional associate under the supervision of the administrator responsible for evaluating the associate.
- 35250** Each SDC employee shall be assigned to a 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 his/her required tasks.
- 35260** Each SDC classroom shall have audio-visual equipment pertinent to the students' needs as identified in their IEPs.
- 35270** An SDC employee shall have the same access to classroom supplies as the regular classroom teachers at the site where the SDC employee is assigned.
- 35271** Classroom supplies include but are not limited to such items as paper, pencils, chalk, paper clips, etc.
- 35272** Professional materials may be requested throughout the year and will be allocated based on the availability of funds.
- 35280** When necessary release time will be provided for employees required to attend IEP meetings.
- 35290** Each SDC employee will be provided with designated textbooks necessary to meet District curriculum requirements.
- 35300** Each Designated Instructional Service (DIS) 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.
- 35310** No employee will receive a negative evaluation based on the adequacy of the physical space provided for instruction.
- 35320** Student contact time for DIS employees is defined in Article 9000.
- 35321** It is understood that travel time for itinerant DIS employees is a factor for consideration in Article 9000, Section 9110.
- 35322** Speech and Language therapists shall be scheduled for three (3) consecutive hours per week for related professional responsibilities.
- 35323** Professional materials may be requested throughout the year and will be allocated based on the availability of funds.
- 35330** The District will notify each therapist of his/her assignment for the following school year as early as possible. If changes are necessary the therapist will be notified as soon as possible.

35331 In assigning speech and language therapists, consideration shall be given to areas of need. An attempt shall be made to assign no more than two (2) work sites to each therapist with the exception of itinerant employees serving the very severely handicapped child and secondary therapists. When feasible, therapists assigned to schools that have large numbers of students, whose dominant language is other than English, shall have similar language skills.

35332 Speech and language therapists shall not have a caseload greater than fifty-five (55) students.

35333 Speech therapists shall be assigned caseload, assessments, and consulting as equitably as possible.

35334 All language disorder referrals shall be referred for screening by the speech therapist. The screening process will determine whether a full language assessment will occur.

35335 The itinerant DIS employee of the Visually Impaired may be assigned a maximum of eight (8) sites in which to provide student contact time. Whenever possible, the employee will be assigned no more than four (4) and 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.

35336 The DIS employee for adaptive P.E. shall service a maximum of ten (10) sites where District Instruction must be provided.

35340 Teacher-related responsibilities shall be in accordance with Article 9000.

35350 A DIS employee shall have access to classroom supplies at the site where the DIS employee is assigned.

35351 The parties agree to establish a procedure whereby a basic battery of testing materials will be made available for speech therapists. Until such time as a complete basic battery is available, an employee may use professional judgment to administer other tests.

35400 RSP, Severely Handicapped SDC, and DIS employees shall not be assigned yard/campus duties.

35500 Upon request and whenever possible the principal will authorize clerical assistance for Special Education employees.

35600 Special Education classes shall be conducted in compliance with applicable State and Federal statutes.

35700 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.

35710 Regular education employees who are required to attend IEP meetings outside their instructional workday shall be entitled to apply the following credit toward the 50 hours allotted in section 9150: up to four (4) IEP's of 15 minutes in length (a total of one hour per year). Unit members

shall be responsible for maintaining records necessary to implement this provision. Regular education employees who foresee that they will exceed or have exceeded the allotments provided herein shall notify the principal as soon as possible. The principal shall make every effort to prevent the employee's IEP responsibilities from exceeding the allotments, including but not limited to exploring options such as rotating IEP attendance among the regular education staff and providing for coverage of the regular education employee's classroom.

35800 Whenever possible, appropriate inservice training during the assigned school day will be provided to special education employees prior to the assumption of new job responsibilities.

35900 Whenever possible, appropriate inservice training during the assigned school day will be provided to special education employees. Such inservice may include visits to other sites and agencies, presentations by companies on the newest technologies in employees' fields, and the sharing of professional journals.

ARTICLE 36000

SALARY

36100 General Provisions

36110 Effective July 1, 1985, the San Jose Unified School District five-class single salary schedule will be reduced to a three class schedule. Employees in Classes A and B will be placed at their appropriate experience step in Class C.

36120 Employees working less than the annual number of working 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 working days for that classification.

36130 Salary warrants shall be issued on the last teacher working day of each month, as specified in Education Code 45048.

36140 All employees will be paid in accordance with the appropriate salary found in the Appendices.

36200 Initial Placement on 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 twelve (12) 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.

36211 An employee must teach seventy-five percent (75%) of the regular full-time days that school is in session in order to have the year count as a year of experience on the Salary Schedule.

36212 Employees participating in a shared teaching assignment shall receive credit for a year of experience on the Salary Schedule for each two (2) years in which they participate in such an assignment.

36213 For partial years of regular school year service rendered in SJUSD after 9/1/85, an employee will receive credit for one (1) year of experience on the Salary Schedule when one (1) or more partial years of service total 135 days. Days of service in any given year will not be counted for more than one (1) step on the Salary Schedule. Credit must be earned previous to September 1 of the year during which the salary increase is to become effective.

36214 For purposes of computing longevity steps, approved leaves of absences will be treated as active employment.

36220 Placement of employees on the salary schedule who are required to have vocational credentials shall be made in the following manner:

36221 employees holding the Special Secondary Trade and Industrial Credential Class A (Pre-Fisher), shall be placed in Class C, Step 8;

36222 employees holding the Partial Fulfillment Standard Designated Subjects (Fisher) shall be placed in Class C, Step 8;

36223 employees holding the Preliminary Designated Subjects Credential (Ryan) shall be placed as follows: a) minimum preliminary credential requirements only - Class C, Step 6, b) minimum preliminary credentials requirements and two (2) or more years occupational experience beyond experience required for the preliminary credential Class C, Step 8;

36224 employees possessing (1) a Life Designated Subjects, Credential In Vocational Trade Subjects, or (2) a Permanent Special Secondary Trade and Industrial, Type A credential, or (3) upon completion of requirements for a clear Designated Subjects Full-Time Credential (Ryan) shall be placed in Class D.

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 Chief Administrator of Human Resources 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 Employees holding a Special Secondary or General Secondary Credential at the time the single salary schedule was adopted in 1945 were automatically placed in the forty-five (45) units necessary for the classification.

36270 Upon application for initial employment, an employee may be granted salary schedule credit, at the discretion of the Director, Human Resources/Employee Relations, 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 years. Outside experience credit that is granted is limited to a maximum of five years on the salary schedule. The District's decision in granting said non-teaching experience shall be made prior to the candidate's employment.

36300 Advancement on the Salary Schedule

36310 Units offered to meet requirements for Classes C, D, and E must be completed in an Institution accredited by the American Council of Education in their 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 Chief Human Resources Administrator. 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 June 30 is the last day for filing transcripts for personnel who receive the first salary payment on July 31.

36330 September 1 is the last day for filing transcripts for personnel who receive salaries in ten (10) payments.

36340 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 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 Chief Human Resources Administrator determines that extenuating circumstances beyond the control of the employee exist, then an extension of time shall be granted.

36350 Units to meet the requirements for Classes C, D, and E may also be earned by taking a summer instruction workshop offered by the Board of Education in cooperation with San Jose State University to provide employees with an opportunity to work on problems and material directly related to their teaching programs. Four (4) semester units of credit for salary schedule advancement is granted for the four-week workshop. A maximum of six (6) semester units of workshop credit may be included in the fifteen (15) semester units required for an employee to move from one salary classification to the next with the following exception: when an employee is invited by the Superintendent to participate in a curriculum development project, he/she can earn additional units which, when added to those units already earned for the workshop participation during one increment period, will not exceed eight (8).

36351 Employees who have already received four (4) units for workshop credit and who wish to secure two (2) additional units by attending a subsequent workshop during the same increment period must make special arrangements, prior to participation, with the Superintendent's Office.

36352 Employees may receive San Jose State University credits for the workshop upon payment of the usual registration fee.

36360 The Professional Growth Program has been replaced by the Professional Incentive Program. Therefore, 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.

36400 Special Categories

36410 Certificated employees required to work beyond their assigned work year shall be compensated at a per diem rate to their annual salary. These additional amounts shall be added to the annual salary the employee would receive on the schedule, and the total amount shall be paid in the ten (10) equal payments.

36420 Agriculture employees who work on an extended work year shall be paid at a per diem rate for work prior to September 1 on the current schedule. The additional amount shall be added to the annual salary the employee would receive on the schedule and the total amount shall be paid in twelve (12) payments.

36500 Except as provided in other Articles of this Agreement, all employees shall be paid in accordance with the salaries set forth in Appendix A of this Agreement.

36510 Effective with the start of the 1994-95 school year, employees shall have the option of receiving their pay warrants over twelve (12) months instead of ten (10). To qualify for the option the employee must submit a written signed request no later than the second Friday in September. It is understood that all annual standard deductions such as STRS, Social Security, etc. shall be made from ten (10) pay warrants. Warrants eleven (11) and twelve (12) shall be net pay only.

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ARTICLE 37000

EMPLOYEE BENEFITS

37100 A District contribution will be made to either of two (2) health plans, the dental plan, the life insurance plan, and the group salary protection plan approved by the Board of Education.

37110 Health Insurance - The District will provide the option of health insurance coverage in either Kaiser Health Foundation (S-3A with psychiatric care) Plan or the Foundation Plus Medical Plan.

37111 Effective January 1, 1992, the lifetime maximum benefit in the District's self-funded health insurance plan shall be increased from \$1,000,000 to \$1,500,000.

37120 Dental Insurance - The District Dental Plan.

37130 Life Insurance - Anthem National Life Insurance (\$15,000 death benefit).

37140 Income Protection - Group Salary Protection, Plan D, Occidental Life Insurance or its equivalent.

37200 The maximum monthly District contributions will be prorated in accordance with the following schedule:

37210 Premiums

Prorations for District contributions and employee contributions based on full time equivalent (FTE) shall be as follows, except as specified in Section 37230.

| F.T.E. | DISTRICT | EMPLOYEE |
|--------|----------|----------|
| 50.0% | 50.0% | 50.0% |
| 62.5% | 62.5% | 37.5% |
| 75.0% | 75.0% | 25.0% |
| 87.5% | 87.5% | 12.5% |
| 100.0% | 100.0% | 00.0% |

37220 For the duration of the Agreement the District shall pay any increase in premium costs for the dental insurance, life insurance, and salary protection plan.

37230 The District's 1995-96 medical insurance contribution per FTE shall be \$383.25 per month. For the term of this agreement (1995-96 through 1997-98), the parties agree that any increased costs in the premiums shall be paid by the District from on-going revenue otherwise available for salary improvement in accordance with the contingency language in Appendix A.

37240 Employees who have worked a minimum of seventy-five percent of the school year shall receive twelve months of fully paid District fringe benefits beginning with the second month of District employment.

37241 Employees who have worked less than seventy-five percent (75%) of the school year shall receive fully paid District fringe benefits in the same proportion to 12 months as the percent of the year worked is to 75%.

37242 Employees who begin an unpaid leave of absence will be covered by fully paid District fringe benefits through the first month of the leave.

37250 Effective July 1, 1990, continue the Foundation Plus Medical Plan Coverage with the following changes:

37251 Comprehensive Major Medical Plan with \$100 calendar year deductible per person. \$300 family maximum deductible per year.

37252 Within Santa Clara County - 80% payment up to \$5,000 when using a Foundation hospital or physician provider, then 100% up to \$1,500,000. 70% up to \$50,000 when using a non-Foundation provider, then 100% up to \$1,500,000.

37253 Outside of Santa Clara County - 80% up to \$5,000, then 100% up to \$1,500,000.

37254 Inpatient psychiatric care up to thirty days per calendar year for new employees hired on or after July 1, 1990. Employees hired prior to July 1, 1990, will continue to be covered under the old benefits.

37255 Personal case management for large claims.

37256 Pre-existing condition limitation for new employees and newly acquired dependents. Payment up to \$1,000 for pre-existing conditions. Amounts over \$1,000 will be covered after six (6) months coverage under the plan for employees only, and after 12 months for dependents. The pre-existing condition will not apply to employees returning from authorized leave of absence or to employees on summer recess who enroll in the plan within four (4) months of termination of District coverage.

37257 Hospital Self-Check Incentive program. This plan involves the participant by checking bills from hospitals to make sure that the services were in fact received. When errors of \$200 or more are found and they are corrected, the participant will receive 50% of the monies saved.

37258 Effective January 1, 1993 outpatient psychiatric services will be covered under the Foundation Plus Plan as follows: the first three visits are paid in full (up to the allowance), the next 17 visits are paid at \$40.00 and the next 30 visits are paid at \$20.00-a visit.

37300 Section 3208, Division 4 of the Worker's Compensation Laws of California, provides employee protection as follows: "Injury includes any injury or disease arising out of the employment, including injuries to artificial members, dentures, eyeglasses, and medical braces of all types; provided, that eyeglasses will not be replaced, repaired, or otherwise compensated for, unless injury to them is incident to an injury causing disability.

37400 The San Jose Unified School District will provide insurance coverage for each employee of the District, who, in the scope of his/her duties, suffers damage to his/her personal property covering or worn upon his/her body, as a result of violent student action or reaction. Such coverage shall reimburse the employee for the actual cash value or cost of repair to such personal property up to a maximum of \$250 for each employee in each incident. This coverage excludes any damages which would be covered by the Worker's Compensation benefits, or any other valid and collectible benefits, such as those provided by a group accident and sickness insurance, dental insurance, or optometric benefits.

37500 The District and the Association have agreed to enter into a program whereby qualifying retirees may exchange substitute teacher service for continued District medical insurance coverage only, as provided for herein. It is the intent of the District and the Association in entering into this program to provide an optional benefit for retiring employees in exchange for a strengthening of the existing substitute teacher service.

37510 Eligibility for this option shall be limited to:

37511 Unit members retiring under an STRS/PERS no earlier than April 14 and no later than June 30, 2002.

37512 Unit members who have worked in the District at least the previous continuous 10 years and are eligible under STRS or PERS.

37513 Unit members who have been covered under the Medical Plan as a full time employee or authorized part time employee in the reduced work load program for whom contribution was made by the District for a minimum of ten (10) years immediately prior to the effective date of retirement or a minimum of twenty (20) cumulative years prior to the effective date of retirement

37514 Dependents include the retiree's spouse and unmarried children up to age 19. Unmarried children who are full-time students qualify up to age 25 in Foundation and 24 in Kaiser

37515 Unit members who properly complete the application procedure described herein, and

37516 Unit members who properly complete the substitute teacher commitment provided for herein.

37520 The Retiree Medical Plan provides the same coverage as the active employees' plan for the District. The definition of active employment includes those employees on medical leave or layoff status. This definition does not apply to any leave other than medical or in case of non-active status the year prior to retirement and non-participation in the plan. Claims are administered through United Administrative Services. Kaiser Health Plan and Secure Horizons coverage is an option for retirees under this plan. The Retiree Medical Plan participation and rates are subject to annual approval by the Board of Education.

37521 The benefits available to a retiree opting for this pilot plan shall be the same as the medical coverage alternatives (at the composite rate structure) available to active employees, plus

a lump sum payment at the conclusion of the year of specified substitute service equal to \$250.

37530 The amount of the substitute service to be annually rendered by the retiree shall be computed as follows:

37531 From the annual District contribution level for medical insurance coverage for active employees shall be subtracted the amount of the annual District contribution for medical insurance coverage that the retiree would have otherwise been entitled to.

37532 Said difference shall be divided by the substitute teacher rated pay, rounded to the nearest whole number; the result shall be the number of days of annual substitute service to be rendered by the retiree under the terms and conditions of the agreement entered into by the retiree and the District.

37540 A retired employee who fails to render said number of substitute teaching days shall be required to reimburse the District, at the per diem substitute teacher rate of pay, for the days of unfulfilled substitute service. Failure to render the service for any other reason than personal illness or genuine emergency in the retiree's immediate family, or failure to reimburse the District for unfulfilled substitute service shall automatically result in: cancellation of the retiree's medical insurance coverage option effective 30 days after said failure(s) occurred; and forfeiture of any portion of the annual lump sum payment described in Section 37530, above.

37550 Upon submitting his/her letter of retirement the employee shall be provided with a copy of the program description. A current employee desiring to participate in this program shall so notify the District in writing no later than August 15.

37560 Prior to August 31 the employee and the District shall mutually enter into an agreement identifying the number and timing of days of substitution to be rendered, and other details that may be pertinent to the individual situation/circumstances of the parties.

37600 With regard to Retirement and Separation Incentives the 1997-1998 Early Retirement Incentive Program will be offered again at the end of the 2001-2002 school year with the annuity being raised to the highest value up to \$40,000 provided the program is cost neutral. The following provisions will apply:

37610 Eligibility

37611 Bargaining unit members employed by the District (including those on leave of absence) as of April 14, and

37612 Unit members who are STRS or PERS eligible at least fifty-five (55) years of age with ten (10) or more previous continuous years of full-time District service as of June 30, or

37613 A bargaining unit member who is between the ages of 50 and 55 and eligible for service retirement under STRS or PERS because of thirty years of service credit, with ten (10) or more years of full-time District service as of June 30, 2002 currently employed by the district (including those on leave)

37614 Employees not eligible for the Retirement Incentive and who choose to retire under a STRS/PERS option are eligible for the Separation Incentive.

37620 Participation Requirements

37621 Regarding both the Retirement Incentive and the Separation Incentive:

37621.1 A minimum number of participants to make the Incentive cost neutral must enroll in the two incentives combined by April 30 in order for the incentives to go into effect. Participating employees shall submit all required forms to the District on or before this deadline. The District must notify eligible employees of cancellation of the plan by May 15 if minimum participation acceptable to the District has not been met.

37621.2 If the number of participants required has enrolled by the deadline, the resignations of participants are irrevocable and, to protect the class of eligible employees, resignations may not be withdrawn nor may the retiree reinstate through STRS or PERS. If the required number has not enrolled by the deadline, resignations may be withdrawn, provided they are withdrawn in writing on or before June 15.

37621.3 Participating employees agree to resign from District employment effective on or before June 30 of the year the incentive is offered.

37621.4 Participation in the Retirement Incentive requires both resignation from District employment and retirement under STRS or PERS.

37621.5 Participation in the Separation Incentive requires resignation from District employment, but does not require retirement under STRS or PERS.

37630 Incentive Payments

37631 In regard to the Retirement Incentive:

37631.1 The basic incentive shall be cash payments of not less than \$400.00 per month for sixty (60) months. These payments are guaranteed to the participant for the full term selected, and are in addition to the District's contribution for retiree fringe benefits described in Section 37631.5 below.

37631.2 Alternative forms of payment of equivalent present value to the basic incentive shall be offered. They shall include:

- (a) Monthly payments for the lifetime of the participant;
- (b) 100% joint-and-survivor payments; and

(c) Fixed term payments of from six (6) to fifteen (15) years. These payments are guaranteed to the participant for the full term selected.

37631.3 The amount of monthly cash payment shall be fixed upon the participating employee's resignation and shall not be subject to increase or decrease thereafter.

37631.4 The choice of form of payment (and the choice of payment beneficiary if choosing a joint and survivor form of payment) shall become final upon the participating employee's resignation and shall not be subject to change thereafter.

37631.5 Participants in the Retirement Incentive shall be eligible to receive benefits, paid by the District, equivalent to the amount currently being paid for active members for medical benefits under the District plans for themselves and their dependents to age sixty-five (65) or for seven (7) years, whichever occurs first. This benefit is inclusive of the District's normal contribution for retiree medical benefits, currently eighty dollars (\$80.00) per month to age sixty-five (65). Any cost in excess of the District's contribution shall be paid by the participant.

37631.6 After attainment of age sixty-five (65), participants in the Retirement Incentive may continue to purchase medical benefit coverage under the District plans for themselves and their dependents subject to carrier and pertinent governmental regulations. Any cost in excess of the District's normal contribution for post 65-year-old retiree medical benefits, currently thirty-five dollars (\$35.00) per month, shall be paid by the participant.

37631.7 2002 retirees selected for participation in the Retiree Substitute Teaching Pool (see Articles 37500 through 37570) may elect to delay the start of the District medical benefit contribution described in Section 37631.5 above.

37640 In regard to the Separation Incentive:

37641 The basic incentive shall be cash payments of no less than \$400.00 per month for sixty (60) months. These payments are guaranteed to the participant for the full term selected.

37642 Alternative forms of payment of equivalent present value to the basic incentive shall be offered. They shall include fixed term payments of from six (6) to fifteen (15) years. These payments are guaranteed to the participant for the full term selected.

37643 The amount of monthly cash payment shall be fixed upon the participating employee's resignation and shall not be subject to increase or decrease thereafter.

37644 The choice of form of payment shall become final upon the participating employee's resignation and shall not be subject to change thereafter.

37645 Participants eligible for the Separation Incentive under Article 37611 above shall not be eligible to receive medical benefits under the District plans.

37650 Under both the Retirement Incentive and the Separation Incentive, payments to participants are due to commence on the first of the month following the month of resignation from District employment.

37660 The parties agree that there will be no further bargaining of early retirement incentives until bargaining begins on a successor agreement.

37700 The Association shall have the option of using revenue available for salary improvement to purchase a vision plan of its choice for employees.

ARTICLE 38000

DRIVER TRAINING

38100 Teachers giving "Behind-the-Wheel" instruction, beyond the regularly scheduled day, shall be paid in accordance with Appendix G.

38210 It shall be the policy of the San Jose Unified School District to annually evaluate employees assigned to Driver Training Instruction. The policies for the evaluation of probationary teaching performance shall apply to the evaluation of Driver Training employees, except that references made in aforementioned District policy regarding the evaluation of probationary employees relative to reemployment, shall not be considered as applicable, since the assignment of Driver Training employees to Behind-the-Wheel instruction is not subject to the same laws, rules and regulations governing probationary status and no Behind-the-Wheel assignment shall result in granting of tenure.

38211 Evaluation on the appropriate District form shall be completed by the principal of the school in which the assignment is being performed by February 1. Should this evaluation require a re-rating, the subsequent evaluation shall be completed by May 1. This does not preclude a second evaluation, even if the February 1 evaluation is satisfactory.

38212 In the event that a rating other than satisfactory is given in the category "Functions effectively in all other job assignments," the principal shall be required to list the specifics of the other job assignments affected, and to indicate how improvement should take place.

38220 Definition for Driver Training Evaluation Form

38221 Understands Course of Study: organizes subject matter to conform with the objectives of the curriculum guide.

38221.1 Plans and Organizes Instructional Program: carefully organizes subject matter to be taught and student learning activities to be employed; is aware of and provides for the needs of individual students; has definite long-range objectives, as well as day-to-day activities.

38222 Applies Good Judgment: gives evidence of ability to assess facts and make sound decisions in unusual situations.

38223 Maintains Satisfactory Student Relationships: demonstrates a fair and pleasant attitude toward students; maintains good student discipline at all times.

38224 Accepts and Supports Suggestions: seeks and accepts criticism pertaining to all driver training activities from people who are charged with the responsibility for supervision; follows through and shows the effect of constructive suggestions in the improvement of instruction.

38225 Keeps Records Accurately: maintains records according to established policy and legal requirements; completes records promptly on due dates.

38226 Adheres to All Regulations Pertaining to Driver Education: adheres to all traffic laws and regulations defined in the driver training course of study; requires student drivers to conform to traffic laws and regulations.

38227 Reports to Assignments Promptly: reports to assignment on time; conducts training lessons within time limits assigned.

38228 Cares for Equipment: keeps automobile in maximum operating condition at all times; reports maintenance and repair requirements promptly.

38229 Functions Effectively in All Other Job Assignments: maintains high efficiency in regular teaching assignment while participating in driver training program; is able to accept and effectively carry on all assignments.

ARTICLE 39000

CLASSROOM TEACHERS INSTRUCTIONAL IMPROVEMENT PROGRAM

39100 The Classroom Teachers Instructional Improvement Program (CTIIP) shall be conducted in accordance with Education Code Sections 44700 through 44705 and the provisions of this Article. Any section of this Article found to be in conflict with statutory provisions or California State regulations shall be renegotiated.

39110 The purpose of the Classroom Teacher Instructional Improvement Program is to provide funds to encourage teachers, whether acting individually or with other teachers, to improve the quality of instruction.

39120 Grants made pursuant to this provision shall supplement, and not supplant, regular instructional activities.

39200 Grant Committee

39210 The purpose of the Grant Committee shall be to review all grant proposals and make recommendations to the Board of Education concerning awards of instructional improvement grants.

39220 There shall be five members (and alternates for each) on the Grant Committee as follows:

- 1 high school classroom teacher
- 1 middle school classroom teacher
- 1 elementary classroom teacher
- 1 principal
- 1 principal or other administrator

39221 The classroom teachers shall be selected in accordance with procedures determined by the Association

39222 Administrators shall be selected by the District Superintendent.

39230 Term

39231 Committee members will serve staggered terms.

39232 To begin the staggered terms: one teacher will serve for one year, one teacher for two years, and one teacher for three years; and one administrator will serve for one year and one administrator will serve for two years.

39233 In the event of unfulfilled terms, the alternate may fill the term until the next selection.

39240 Committee members shall be permanent full-time teachers or mentor teachers whose primary duty is classroom instruction.

39250 Duties

39251 The District will communicate the general curricular priorities which projects will need to address and any priority rankings related thereto.

39252 The Committee shall consider all instructional improvement grant proposals submitted by teachers or groups of teachers meeting the requirements of Section 39240.

39253 The Committee shall establish procedures for the evaluation of the grant proposals.

39254 The Committee shall make recommendations to the Board of Education. The Board shall review the recommendations and make the final decision on awards of grants from said committee recommendations so as to improve instruction in those areas of the District with the greatest need.

39255 The Committee shall establish procedures for the review of the use of grant funds.

39256 At the time of Committee nominations to the Board of Education, the Committee shall certify that to the best of its knowledge all statutory and contractual criteria for qualifications of nominated applicants have been met.

39260 Meetings

39261 The Committee shall meet during the regular work hours and/or work year of the teacher representatives, subject to the provisions of 39510 below.

39262 Release time shall be provided for teacher representatives in order to attend meetings of the Committee, subject to the provisions of 39510 below.

39300 Applicant Eligibility

39310 Applicants shall be permanent full-time or mentor teachers whose primary duty is classroom instruction.

39320 A group of eligible applicants may submit a grant proposal to the Committee.

39330 Adult education, child care and development program, and Regional Occupational Center or Program teachers are not eligible.

39400 Grants

39410 Recipients of a grant shall receive an amount not to exceed \$2,000.00 per fiscal year.

39420 An approved grant from a group of teachers shall receive an amount not to exceed \$2,000.00 per fiscal year per eligible teacher in the group.

39430 The grant shall not be counted as salary or wages for purposes of calculating employer contribution rates or employee benefits under the State Teachers' Retirement System.

39440 Grants shall become due and payable at the conclusion of each project.

39500 Funding

39510 No portion of this program shall be budgeted or paid for from general fund monies. It shall be implemented only to the extent that special funding from the State is provided. This stipulation shall apply to the grants, release time costs, administrative costs, and all other costs created by the program.

39520 If the funding is decreased at any time during the life of the program, the program will be decreased proportionally.

ARTICLE 40000

CONCERTED ACTIVITIES

40100 For the duration of the Agreement, the Association will not engage in, or authorize any concerted interruption of educational activities or withholding of services by members of the bargaining unit. No officer or representative of the Association shall be empowered to cause or participate in any such prohibited activity. In the event a member of the bargaining unit violates this Article, the Association and/or its officers shall notify the employee in writing to cease and desist from such activity immediately.

40200 The District agrees that it will not engage in or authorize any lockout of employees for the duration of the Agreement.

40300 The District and the Association agree that no reprisals shall be taken against any District employee as a result of their participation or non-participation in any concerted activities during the 1988-89 school year.

ARTICLE 41000

EFFECT OF AGREEMENT

41100 It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices, policies and procedures, and over State laws to the extent permitted by State law, and that in the absence of specific provisions in this Agreement, such practices and procedures are discretionary.

41200 The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties for the term of the Agreement. The terms and conditions may be altered, changed, and added to, deleted from, or modified only through the voluntary and mutual consent of the parties in a written amendment executed according to the provisions of this Agreement.

41300 Nothing in this Agreement shall be construed to be contrary to the provisions of the California Education Code.

41400 Changes in employee benefits, contained in this Agreement by statutory changes, shall be incorporated into this Agreement provided such improvements are mandatory.

41500 Reduction or elimination of employee benefits which are brought about by the amendment or repeal of guarantees contained in this Agreement, shall require the impact of the item or items to be added as an additional reopener when negotiations resume.

41600 Either party may request the formation of a joint labor-management advisory committee of limited term duration to investigate issues that directly impact the working conditions of employees. Any resultant recommendations on mandatory subjects of negotiations shall be referred to the District and the Association bargaining teams for future consideration and possible action.

ARTICLE 42000

DISTRICT RIGHTS

The District reserves all rights not specifically limited in this Agreement.

ARTICLE 43000

SAVINGS PROVISION

If any provisions of this Agreement are held to be contrary to law by new legislation, by a court of competent jurisdiction or governmental administrative agency having authority over the provisions, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

ARTICLE 44000
DISTANCE LEARNING

44100 Assignments

44110 Assignments to distance learning classes will be voluntary only. An employee who is assigned to Distance Learning instruction will be counted as a three-fifths full time equivalent employee, will have one period of distance learning instruction and one preparation period in addition to his/her regular preparation period.

44120 Assignments shall be based on credential and seniority. Should the administrator in charge of the program determine that the most senior, credentialed employee is inappropriate, and should the employee so desire to receive the assignment, the administrator may appeal the implementation of Section 45220 to the Contract Advisory Committee. The Contract Advisory Committee will hold a meeting in order to hear the administrator substantiate his/her determination. The Contract Advisory Committee will then determine whether or not the assignment will occur.

44200 Distance Learning classes will be held before or after the regular student day at the majority of secondary schools. The maximum number of students assigned to any distance learning class will be 30 for sixth grade, 29 for grades seven, eight and nine, and 31 for grades ten, eleven and twelve.

44300 No employee will be required to supervise students at the site where the instruction is received.

44400 No employee will be required to set up, operate, repair or maintain the equipment used in providing distance learning.

44500 Employees will be provided with initial and on-going training in Distance Learning technology during release time or with per diem compensation. The District will offer inservice to all interested employees on the purpose and implementation of Distance Learning.

44600 Videotaping

44610 Videotaping of televised instruction may be made with the employee's prior written approval. Such videotaping may be used only for the purpose of make-up work for students who were absent from school during the original telecast period and then only for students who are absent on an occasional basis. No other broadcast, rebroadcast, use, sale, or reproduction of such videotapes will be permitted without the express written agreement of the Association, the employee and the District.

44620 Additional compensation for broadcast, rebroadcast, use or sale will be subject to written mutual agreement between the Association and the District, provided that no broadcast, or rebroadcast other than that permitted for makeup work described in the previous paragraph will be permitted until the parties have reached agreement.

44630 Employees whose instructional presentations are videotaped or who create the ideas or materials for use in videotapes or who participate in the production of video tapes, publications and other educational material shall be considered the author of such works. The District will allow employees to obtain copyright protection for such works.

44640 Should the District, the employee, and/or the Association desire to market such works, the District, the employee and the Association shall mutually agree on appropriate compensation and marketing rights.

44700 Observations/assessments of employees assigned to Distance Learning classes shall be in accordance with Article 16000 of the Agreement. The observations/assessments shall require the physical presence of the observer/assessor at the site from which the instruction originates. No observations/assessments shall be done through the use of film videotapes or by any other electronic means.

Carol Myers

Carol Myers, President
Board of Education
San Jose Unified School District

Kathleen Burkhard

Kathleen Burkhard
President
San Jose Teachers Association

Linda Murray

Linda Murray
Superintendent of Schools
San Jose Unified School District

M. Pokriots

Mar Jo Pokriots
Bargaining Team Chair
San Jose Teachers Association

Cheryl Petermann

Cheryl Petermann
Director, Human Resources
San Jose Unified School District

Bruce T. Allen

Bruce Allen
Bargaining Team Member
San Jose Teachers Association

Elaine Farace

Elaine Farace
Bargaining Team Member
San Jose Unified School District

Kathy Wilson

Kathy Wilson
Bargaining Team Member
San Jose Teachers Association

Pat Day

Pat Day
Bargaining Team Member
San Jose Unified School District

Milly Powell

Milly Powell
Bargaining Team Member
San Jose Unified School District

Larry Laird

Larry Laird
Bargaining Team Member
San Jose Unified School District

APPENDIX A

Contingency Salary Formula

For the 1999-2000 Through 2001-2002 School Years

The following formula reflects the parties' agreement to determine SJTA unit members' salaries based on a fair share of District revenues and to acknowledge the need for the continuing fiscal integrity and vitality of the District. The parties' paramount intent in enacting this formula is to raise unit member salaries annually by the unit's agreed upon fair share of unrestricted revenues which flow into the District annually.

Accordingly, a primary purpose of the formula is to base the unit's fair share on unrestricted revenue of the kind which is appropriate and prudent to utilize for providing ongoing salary increases as opposed to revenue which is restricted by law or one-time revenue. In this regard, the parties acknowledge that many aspects of school district financing are not completely predictable from year to year; therefore, as circumstances change regarding funding models and allocations to the District, it is the parties' intent to adjust this formula to meet such changes in a manner consistent with the intent stated above.

Commencing with the 1999-2000 school year, the salary schedule shall be improved effective July 1 of each year during the term of this agreement, according to the following formula:

1. Determine the dollar amount of the 1999-2000 total District -unrestricted budget, as defined by California School Accounting Manual and J-200 (to include special education revenue), based on projected revenues contained in the District budget as revised following the signing of the state budget. (Note: all remaining computations of this formula shall use this revised budget as the source document unless provided otherwise.)
2. The unit's fair share of unrestricted revenues each year for the term of this Agreement shall be sixty-seven percent (67%). This figure is based on the percentage of expenditures in the unrestricted budget which represents the cost of unit members funded by unrestricted funds as of the 1998-99 school year (66.03%), plus an additional point nine- seven percent (.97%) added to this share ($66.03\% + .97\% = 67\%$). The unrestricted unit cost represented by the 1998-99 share of 66.03% includes all salaries (including mandated benefits associated with salaries [i.e., STRS/PERS, workers' compensation, unemployment insurance, Medicare, social security and income protection] longevity and all stipends which increase based on salary increases); all health and welfare costs; all costs of providing health and welfare benefits as part of the 1995-96 and 1998-99 early retirement incentive programs not to exceed the District's projection of \$1,532,098 annually as stated in the 1998-99 First Interim Financial Report (December 10, 1998); and the cost of regular retiree health and welfare benefits (\$80.00 or \$35.00 per month) referred to in sections 37631.5 and 37631.6 of the Agreement.
3. Multiply the 67% fair share figure set forth in step 2 above by the dollar figure determined in step 1 above. The resulting amount shall be

the unit's fair share of unrestricted revenue, which shall be allocated to the unit pursuant to the remaining steps of this formula.

4. Subtract from the dollar amount derived in step 3 above the net 1999-2000 total cost of unit member salaries paid for by unrestricted funds, including the cost of additional FTE's hired based on negotiated staffing ratios, and the net cost of salary schedule maintenance (i.e., step and column costs minus savings, if any, generated by staff turnover/attribution). If the District chooses voluntarily to add or expand programs funded by unrestricted revenue (including special education revenue), beyond a level which is funded by the state, the costs associated with additional FTE for such addition or expansion of programs shall not be subtracted as part of this step of this formula.
5. Subtract from the dollar amount derived in step 4 above the 1999-2000 total cost of unit member benefits paid for by unrestricted funds, including mandated 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 of providing health and welfare benefits as part of the 1995-96 and 1998-99 early retirement incentive programs not to exceed the District's projection of \$1,532,098 annually as stated in the 1998-99 First Interim Financial Report (December 10, 1998); and the cost of regular retiree health and welfare benefits (\$80.00 or \$35.00 per month) referred to in sections 37631.5 and 37631.6 of the Agreement.
6. Divide the dollar amount derived in step 5 above by the cost of a one percent (1%) salary increase (including mandated benefits associated with salaries as defined above) for unit members funded by unrestricted revenue. This cost of one percent (1%) shall be determined by the Bargaining Unit Administrative Report (commonly referred to as the "Master Employee Record" or "MER").
7. The 1999-2000 salary schedule shall be increased by the percentage figure derived in step 6 above on October 30, 1999, retroactive to July 1, 1999, unless the Association elects to change the allocation of its fair share of revenues between health and welfare benefits and salary schedule. The parties understand the October 30 implementation date could be delayed by a delay in the final approval of the state budget.
8. The District's computations and supporting data shall be provided to the Association no later than October 1, 1999, unless final approval of the State Budget is delayed, in which case the information shall be provided as soon as practicable following such action. SJTA will have twenty working days to concur or disagree with District computations. Any disagreement will be submitted immediately to an arbitrator in accordance with section 6440 of the Agreement.
9. A review of this formula will take place following the P-2 attendance report to determine if any reconciliations are warranted based on increases in ADA. In addition, a final review of this formula will take place on or about August 1 to determine if any reconciliations are warranted based on the J-200 report. Any additional increases to the salary schedule resulting from these two reviews shall be implemented with the June 2000 paycheck, unless the additional increase generated by the review is less than one eighth of one percent (.125%). If

the amount is less than one-eighth of one percent (.125%), the parties will meet to determine whether to apply these funds retroactively or prospectively. SJTA will have twenty working days to concur or disagree with District computations, following receipt thereof together with supporting data regarding review of the formula.

10. For the second year (2000-2001) and third year (2001-2002) of this Agreement, all dates referred to above shall be updated accordingly to refer to the year for which the formula is being applied.
11. An example reflecting the parties' intent as to how this formula is to be implemented is attached to the Agreement as Appendix A 1, and is incorporated by reference into this Article.

APPENDIX A-1

1998-99

| 1.- Revenues per J-200 | | Unrestricted | Special Ed | Total |
|------------------------|-----------------------------|--------------|------------|-------------|
| | | 136,097,455 | 13,537,821 | 149,635,276 |
| Less: | One-Time Money 98156+ 43(b) | -898,028 | | -898,028 |
| | | 135,199,427 | 13,537,821 | 148,737,248 |

| 2.- Cost of SJTA Unit per J-200 | | Unrestricted | Special Ed | Total |
|---------------------------------|-----------------------------------|-------------------|-------------------|-------------------|
| J200 | Teachers 1100 | 67,065,037 | 10,875,133 | 77,940,170 |
| | Librarians 1400 | 738,430 | 0 | 738,430 |
| | Guidance 1500 | 583,801 | 0 | 583,801 |
| | Nurses 1600 | 189,798 | 59,970 | 249,768 |
| | | 68,578,067 | 10,935,103 | 79,513,170 |
| Less: | Subventions 1100 | -1,800,000 | -100,000 | -1,900,000 |
| | Total cost of Salaries | 67,078,067 | 10,835,103 | 77,913,170 |
| | Mandatory Benefits Cost (Burdens) | 7,861,848 | 1,248,057 | 9,109,905 |
| | Medical/Health-Dental | 7,008,643 | 1,024,918 | 8,033,561 |
| | Retirement Incentive | 1,538,088 | 0 | 1,538,088 |
| | Other Retiree Benefits | 230,684 | 0 | 230,684 |
| | Total cost of Benefits | 16,639,263 | 2,272,975 | 18,912,238 |
| | Total Cost of SJTA Unit | 83,717,330 | 13,108,078 | 96,825,408 |

| | |
|--|--------|
| 3.- Percent Total SJTA unit of ongoing revenue | |
| \$ 2 divided by \$ 1 | 86.03% |

| | |
|---|------------|
| 4.- Base year Percentage per negotiated agreement (86.03% + .87%) | 87.00% |
| Base year SJTA Unit cost | 89,553,958 |

| | | | |
|-----------------------------------|------------|------------|-----------|
| 5.- Deduct #2 from based year # 4 | | | |
| | # 4 | # 2 | = |
| Difference | 89,553,958 | 88,213,289 | 1,440,668 |

| | | | |
|---|------------|------------|------------|
| 6.- Deduct from #2 Health/Welfare and retirement costs (SJTA) | | | |
| | 89,553,958 | 12,008,338 | 88,213,289 |
| | -8,788,344 | -1,024,018 | -9,812,362 |
| | 78,438,818 | 11,084,320 | 89,523,138 |

| | |
|---------------------------------------|---------|
| 7.- Cost of 1% Salary Cost (1% of #6) | 884,200 |
|---------------------------------------|---------|

| | |
|--|-------|
| 8.- #7 divided by #4 is the % increase for 98-99 salary schedule | 1.63% |
|--|-------|

Amounts based on First Interim Report for example formula; to be adjusted to 1998-99 actuals

3/11/99

APPENDIX A-2
1988-1999 SALARY SCHEDULE

6%
(185 work days)

| BA+0-44 Step | BA+45-59 (C) | BA+60 (D) | (E) |
|-----------------|-----------------|--------------|--------|
| 1 | 31,205 | 33,056 | 34,907 |
| 2 | 33,056 | 34,907 | 36,758 |
| 3 | 34,907 | 36,758 | 38,609 |
| 4 | 36,758 | 38,609 | 40,460 |
| 5 | 38,609 | 40,460 | 42,311 |
| 6 | 40,460 | 42,311 | 44,162 |
| 7 | 42,311 | 44,162 | 46,013 |
| 8 | 44,162 | 46,013 | 47,864 |
| 9 | 44,162 | 47,864 | 49,715 |
| 10 | 44,162 | 47,864 | 51,566 |
| 11 | 44,162 | 47,864 | 51,566 |
| 12 | 44,162 | 47,864 | 51,566 |
| 13 | 44,162 | 47,864 | 51,566 |
| 14 | 44,162 | 47,864 | 51,566 |
| 15 | 46,013 | 49,715 | 53,417 |
| 16 | 46,013 | 49,715 | 53,417 |
| 17 | 46,013 | 49,715 | 53,417 |
| 18 | 47,864 | 51,566 | 55,268 |
| 19 | 47,864 | 51,566 | 55,268 |
| 20 | 47,864 | 51,566 | 55,268 |
| 21 | 49,715 | 53,417 | 57,119 |
| 22 | 49,715 | 53,417 | 57,119 |
| 23 | 49,715 | 53,417 | 57,119 |
| 24 | 51,566 | 55,268 | 58,970 |
| 25 | 51,566 | 55,268 | 58,970 |
| 26 | 51,566 | 55,268 | 58,970 |
| 27 | 53,417 | 57,119 | 60,821 |
| 28 | 53,417 | 57,119 | 60,821 |
| 29 | 53,417 | 57,119 | 60,821 |
| 30 | 55,268 | 58,970 | 62,672 |

| | | | | | | |
|------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| LONGEVITY YEARS: | <u>15</u> 9/84 | <u>18</u> 9/81 | <u>21</u> 9/78 | <u>24</u> 9/75 | <u>27</u> 9/72 | <u>30</u> 9/69 |
|------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|

| | | | |
|----------|---------------------|---------|---------------|
| ADD-ONS: | Masters Degree | \$1,851 | |
| | Doctorate Degree | 1,851 | |
| | PIP | 1,851 | |
| | Professional Growth | 100 | Prior to 1974 |

**APPENDIX B
1999-2000
SJSU INSTRUCTIONAL CALENDAR**

JULY 1999

| M | T | W | T | F |
|----|----|----|----|----|
| | | | 1 | 2 |
| 5 | 6 | 7 | 8 | 9 |
| 12 | 13 | 14 | 15 | 16 |
| 18 | 20 | 21 | 22 | 23 |
| 26 | 27 | 28 | 29 | 30 |

Independence Day 5

JANUARY 2000

| M | T | W | T | F |
|----|----|----|----|----|
| 3 | 4 | 5 | 6 | 7 |
| 10 | 11 | 12 | 13 | 14 |
| 17 | 18 | 19 | 20 | 21 |
| 24 | 25 | 26 | 27 | 28 |
| 31 | | | | |

Martin L. King 17
End of 1st Sem. 8
Inservice Day 28

AUGUST 1999

| M | T | W | T | F |
|----|----|----|----|----|
| 2 | 3 | 4 | 5 | 6 |
| 9 | 10 | 11 | 12 | 13 |
| 16 | 17 | 18 | 19 | 20 |
| 23 | 24 | 25 | 26 | 27 |
| 30 | 31 | | | |

Inservice Day 30
Special Staff Dev. Day 31

FEBRUARY 2000

| M | T | W | T | F |
|----|----|----|----|----|
| | 1 | 2 | 3 | 4 |
| 7 | 8 | 9 | 10 | 11 |
| 14 | 15 | 16 | 17 | 18 |
| 21 | 22 | 23 | 24 | 25 |
| 28 | 29 | | | |

Lincoln Day 14
Washington's Day 21

SEPTEMBER 1999

| M | T | W | T | F |
|----|----|----|----|----|
| | | | 2 | 3 |
| 6 | 7 | 8 | 9 | 10 |
| 13 | 14 | 15 | 16 | 17 |
| 20 | 21 | 22 | 23 | 24 |
| 27 | 28 | 29 | 30 | |

Student's First Day 1
Labor Day 6

MARCH 2000

| M | T | W | T | F |
|----|----|----|----|----|
| | | 1 | 2 | 3 |
| 6 | 7 | 8 | 9 | 10 |
| 13 | 14 | 15 | 16 | 17 |
| 20 | 21 | 22 | 23 | 24 |
| 27 | 28 | 29 | 30 | 31 |

Spec. Staff Dev. Day 3

OCTOBER 1999

| M | T | W | T | F |
|----|----|----|----|----|
| | | | | 1 |
| 4 | 5 | 6 | 7 | 8 |
| 11 | 12 | 13 | 14 | 15 |
| 18 | 19 | 20 | 21 | 22 |
| 25 | 26 | 27 | 28 | 29 |

Special Staff Dev. Day 25

APRIL 2000

| M | T | W | T | F |
|----|----|----|----|----|
| 3 | 4 | 5 | 6 | 7 |
| 10 | 11 | 12 | 13 | 14 |
| 17 | 18 | 19 | 20 | 21 |
| 24 | 25 | 26 | 27 | 28 |
| | | | | 29 |

Spring Break 21-23

NOVEMBER 1999

| M | T | W | T | F |
|----|----|----|----|----|
| 1 | 2 | 3 | 4 | 5 |
| 8 | 9 | 10 | 11 | 12 |
| 15 | 16 | 17 | 18 | 19 |
| 22 | 23 | 24 | 25 | 26 |
| 29 | 30 | | | |

Veterans' Day 11
Inservice Day 19
Thanksgiving 25 & 26

MAY 2000

| M | T | W | T | F |
|----|----|----|----|----|
| 1 | 2 | 3 | 4 | 5 |
| 8 | 9 | 10 | 11 | 12 |
| 15 | 16 | 17 | 18 | 19 |
| 22 | 23 | 24 | 25 | 26 |
| 29 | 30 | 31 | | |

Memorial Day 28

DECEMBER 1999

| M | T | W | T | F |
|----|----|----|----|----|
| | | 1 | 2 | 3 |
| 6 | 7 | 8 | 9 | 10 |
| 13 | 14 | 15 | 16 | 17 |
| 20 | 21 | 22 | 23 | 24 |
| 27 | 28 | 29 | 30 | 31 |

Winter Break
December 29-December 31

JUNE 2000

| M | T | W | T | F |
|----|----|----|----|----|
| | | | 1 | 2 |
| 5 | 6 | 7 | 8 | 9 |
| 12 | 13 | 14 | 15 | 16 |
| 19 | 20 | 21 | 22 | 23 |
| 26 | 27 | 28 | 29 | 30 |

Student's Last Day 16

- ▲ Inservice
- ▼ Student's first day
- ◀ Student's last day
- National Holiday

- ◻ Special Staff Dev. Days
- Holiday
- Teacher's Year=108 Days
- Student's Year=180 Days

**APPENDIX B
2000-2001
SJUSD INSTRUCTIONAL CALENDAR**

JULY 2000

| M | T | W | T | F |
|----|----|----|----|----|
| | | | | |
| 3 | 4 | 5 | 6 | 7 |
| 10 | 11 | 12 | 13 | 14 |
| 17 | 18 | 19 | 20 | 21 |
| 23 | 24 | 25 | 26 | 27 |
| 31 | | | | |

Independence Day 4

JANUARY 2001

| M | T | W | T | F |
|----|----|----|----|----|
| 1 | 2 | 3 | 4 | 5 |
| 8 | 9 | 10 | 11 | 12 |
| 15 | 16 | 17 | 18 | 19 |
| 22 | 23 | 24 | 25 | 26 |
| 29 | 30 | 31 | | |

New Year's Day 1

Martin L. King 15
End of 1st Sem. &
Inservice Day 25

AUGUST 2000

| M | T | W | T | F |
|----|----|----|----|----|
| | | | | |
| 1 | 2 | 3 | 4 | |
| 7 | 8 | 9 | 10 | 11 |
| 14 | 15 | 16 | 17 | 18 |
| 21 | 22 | 23 | 24 | 25 |
| 28 | 29 | 30 | 31 | |

Inservice Day 28
Special Staff Dev. Day 29
Student's First Day 30

FEBRUARY 2001

| M | T | W | T | F |
|----|----|----|----|----|
| | | | 1 | 2 |
| 5 | 6 | 7 | 8 | 9 |
| 12 | 13 | 14 | 15 | 16 |
| 19 | 20 | 21 | 22 | 23 |
| 26 | 27 | 28 | | |

Lincoln's Day 12
Washington's Day 18

SEPTEMBER 2000

| M | T | W | T | F |
|----|----|----|----|----|
| | | | | |
| 4 | 5 | 6 | 7 | 8 |
| 11 | 12 | 13 | 14 | 15 |
| 18 | 19 | 20 | 21 | 22 |
| 25 | 26 | 27 | 28 | 29 |

Labor Day 4

MARCH 2001

| M | T | W | T | F |
|----|----|----|----|----|
| | | | 1 | 2 |
| 5 | 6 | 7 | 8 | 9 |
| 12 | 13 | 14 | 15 | 16 |
| 19 | 20 | 21 | 22 | 23 |
| 26 | 27 | 28 | 29 | 30 |

Spec. Staff Dev. Day 2

OCTOBER 2000

| M | T | W | T | F |
|----|----|----|----|----|
| 2 | 3 | 4 | 5 | 6 |
| 9 | 10 | 11 | 12 | 13 |
| 16 | 17 | 18 | 19 | 20 |
| 23 | 24 | 25 | 26 | 27 |
| 30 | 31 | | | |

Special Staff Dev. Day 23

APRIL 2001

| M | T | W | T | F |
|----|----|----|----|----|
| 2 | 3 | 4 | 5 | 6 |
| 9 | 10 | 11 | 12 | 13 |
| 16 | 17 | 18 | 19 | 20 |
| 23 | 24 | 25 | 26 | 27 |
| 30 | | | | |

Spring Break 13-20

NOVEMBER 2000

| M | T | W | T | F |
|----|----|----|----|----|
| | | | | |
| 6 | 7 | 8 | 9 | 10 |
| 13 | 14 | 15 | 16 | 17 |
| 20 | 21 | 22 | 23 | 24 |
| 27 | 28 | 29 | 30 | |

Veterans' Day 10
Inservice Day 17
Thanksgiving 23 & 24

MAY 2001

| M | T | W | T | F |
|----|----|----|----|----|
| | 1 | 2 | 3 | 4 |
| 7 | 8 | 9 | 10 | 11 |
| 14 | 15 | 16 | 17 | 18 |
| 21 | 22 | 23 | 24 | 25 |
| 28 | 29 | 30 | 31 | |

Memorial Day 26

DECEMBER 2000

| M | T | W | T | F |
|----|----|----|----|----|
| | | | | 1 |
| 4 | 5 | 6 | 7 | 8 |
| 11 | 12 | 13 | 14 | 15 |
| 18 | 19 | 20 | 21 | 22 |
| 25 | 26 | 27 | 28 | 29 |

Winter Break
December 25-January 5

JUNE 2001

| M | T | W | T | F |
|----|----|----|----|----|
| | | | | 1 |
| 4 | 5 | 6 | 7 | 8 |
| 11 | 12 | 13 | 14 | 15 |
| 18 | 19 | 20 | 21 | 22 |
| 24 | 25 | 26 | 27 | 28 |

Student's Last Days

- ▲ Inservice
- ▼ Student's first day
- ▽ Student's last day
- National Holiday

- ▢ Special Staff Dev. Days
- Holiday
- Teacher's Year=188 Days
- Student's Year=180 Days

APPENDIX B
2001-2002
SJUSD INSTRUCTIONAL CALENDAR

JULY 2001

| M | T | W | T | F |
|----|----|----|----|----|
| 2 | 3 | 4 | 5 | 6 |
| 9 | 10 | 11 | 12 | 13 |
| 16 | 17 | 18 | 19 | 20 |
| 23 | 24 | 25 | 26 | 27 |
| 30 | 31 | | | |

Independence Day 4

AUGUST 2001

| M | T | W | T | F |
|----|----|----|----|----|
| | | 1 | 2 | 3 |
| 6 | 7 | 8 | 9 | 10 |
| 13 | 14 | 15 | 16 | 17 |
| 20 | 21 | 22 | 23 | 24 |
| 27 | 28 | 29 | 30 | 31 |

Inservice Day 27
 Special Staff Dev. Day 28
 Student's First Day 29

SEPTEMBER 2001

| M | T | W | T | F |
|----|----|----|----|----|
| 3 | 4 | 5 | 6 | 7 |
| 10 | 11 | 12 | 13 | 14 |
| 17 | 18 | 19 | 20 | 21 |
| 24 | 25 | 26 | 27 | 28 |

Labor Day 3

OCTOBER 2001

| M | T | W | T | F |
|----|----|----|----|----|
| 1 | 2 | 3 | 4 | 5 |
| 8 | 9 | 10 | 11 | 12 |
| 15 | 16 | 17 | 18 | 19 |
| 22 | 23 | 24 | 25 | 26 |
| 29 | 30 | 31 | | |

Special Staff Dev Day 22

NOVEMBER 2001





| M | T | W | T | F |
|----|----|----|----|----|
| | | 1 | 2 | |
| 5 | 6 | 7 | 8 | 9 |
| 12 | 13 | 14 | 15 | 16 |
| 19 | 20 | 21 | 22 | 23 |
| 26 | 27 | 28 | 29 | 30 |

Veterans' Day 12
 Inservice Day 16
 Thanksgiving 22 & 23

DECEMBER 2001

| M | T | W | T | F |
|----|----|----|----|----|
| 3 | 4 | 5 | 6 | 7 |
| 10 | 11 | 12 | 13 | 14 |
| 17 | 18 | 19 | 20 | 21 |
| 24 | 25 | 26 | 27 | 28 |
| 31 | | | | |

Winter Break
 December 24- January 4

-  Inservice
-  Student's first day
-  Student's last day
-  National Holiday

JANUARY 2002

| M | T | W | T | F |
|----|----|----|----|----|
| | 1 | 2 | 3 | 4 |
| 7 | 8 | 9 | 10 | 11 |
| 14 | 15 | 16 | 17 | 18 |
| 21 | 22 | 23 | 24 | 25 |
| 28 | 29 | 30 | 31 | |

New Year's Day 1
 Martin L. King 21
 End of 1st Sem. &
 Inservice Day 25

FEBRUARY 2002

| M | T | W | T | F |
|----|----|----|----|----|
| | | | | 1 |
| 4 | 5 | 6 | 7 | 8 |
| 11 | 12 | 13 | 14 | 15 |
| 18 | 19 | 20 | 21 | 22 |
| 25 | 26 | 27 | 28 | |

Lincoln's Day 11
 Washington's Day 16

MARCH 2002

| M | T | W | T | F |
|----|----|----|----|----|
| | | | | 1 |
| 4 | 5 | 6 | 7 | 8 |
| 11 | 12 | 13 | 14 | 15 |
| 18 | 19 | 20 | 21 | 22 |
| 25 | 26 | 27 | 28 | 29 |

Spec. Staff Dev. Day 1

APRIL 2002

| M | T | W | T | F |
|----|----|----|----|----|
| 1 | 2 | 3 | 4 | 5 |
| 8 | 9 | 10 | 11 | 12 |
| 15 | 16 | 17 | 18 | 19 |
| 22 | 23 | 24 | 25 | 26 |
| 29 | 30 | | | |

Spring Break
 March 28-April 5

MAY 2002





| M | T | W | T | F |
|----|----|----|----|----|
| | | 1 | 2 | 3 |
| 6 | 7 | 8 | 9 | 10 |
| 13 | 14 | 15 | 16 | 17 |
| 20 | 21 | 22 | 23 | 24 |
| 27 | 28 | 29 | 30 | 31 |

Memorial Day 27

JUNE 2002

| M | T | W | T | F |
|----|----|----|----|----|
| 3 | 4 | 5 | 6 | 7 |
| 10 | 11 | 12 | 13 | 14 |
| 17 | 18 | 19 | 20 | 21 |
| 24 | 25 | 26 | 27 | 28 |

Student's Last Day 14

-  Special Staff Dev. Days
-  Holiday
-  Teacher's Year=188 Days
-  Student's Year=180 Days

APPENDIX C

PHASE I

PERFORMANCE ASSESSMENT FOR CERTIFICATED EMPLOYEES

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Recommended Assessment Timeline

Timeline Checklists

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Statement of Performance Assessment

The primary characteristic of effective schools is the quality of instruction present each day in every classroom.

PROFESSIONAL ASSESSMENT SHOULD:

- recognize and support effective teaching
- provide for the improvement of instruction
- measure adherence to standards
- provide a basis for employment decisions

The top priority of this district is to provide quality instruction on a daily basis in every classroom. District administrators have the responsibility to work cooperatively with staff and to supervise the implementation of performance objectives. The effective supervision of these objectives requires that administrators systematically carry out the following supervisory tasks:

- engage in observations and post-observation conferences
- observe and record relevant data

- interpret data
- provide feedback from formal and informal observations
- specify job improvement targets as needed
- monitor, lend support, and provide assistance to achieve job improvement targets

The professional behaviors and decisions which promote student achievement must be a cooperative effort between the administrator and teacher. The assessment process will enable the evaluator to have specific information to use in the observation. It is the expectation of the district that each certificated staff member will apply the identified performance skills in a systematic and purposeful way.

Assessment Process

Assessment Cycle Information

- A. Temporary employees shall be formally assessed in writing each year.
- B. Probationary employees shall be formally assessed in writing each school year for the first two years.
- C. Permanent employees shall be formally assessed at least once every other year, unless they are referred to Phase II or are covered by the provision of Article 16150.
- D. Employees who receive a change of assignment shall be formally assessed in the first year of the new assignment year.
- E. Employees in a Phase II remediation plan shall either receive an overall effective performance rating and be returned to Phase I the following year or shall receive an unsatisfactory rating and be recommended for non-reemployment.

Phase I Evaluator Responsibilities In the Assessment Process

The administrator shall:

- A. Acquaint staff members with assessment procedures, standards, and instruments to be used and advise staff members as to who shall observe and assess performance. Refer to Timelines included with the assessment packet.
- B. Complete a minimum of two formal written observations for temporary and probationary employees and one written observation for each permanent employee prior to employee's final assessment conference. Observations will be conducted

throughout the school year. Final assessment of an employee recommended for non-reemployment must be completed prior to the end of the first week in March.

- C. **Schedule Initial Group/Individual Conference**
 - 1. Review and discuss Performance Assessment Packet
 - 2. Review time frame for steps of employee assessment
- D. **Schedule Individual Conference**
 - 1. Review Assessment Form and Statement of Goals
 - 2. Receive completed Assessment Information Form
- E. **Conduct Classroom Observation(s)**
 - 1. Observe teacher's performance in various areas of assessment
 - 2. Record notes of observation that reflect identified strengths or areas in need of growth
- F. **Complete Post-Observation Conference(s)**
 - 1. Schedule within seven working days of each classroom observation
 - 2. Discuss observed data collected
 - 3. Identify teaching behaviors
 - 4. Provide feedback on application and effectiveness of teaching behaviors
 - 5. Identify strategies which will help teacher
 - 6. Review timeline for next steps in process
 - 7. Provide evaluatee with a copy of completed Classroom Observation/Assessment Guide
- G. **Schedule Final Assessment Conference**
 - 1. Discuss and analyze data gathered during Phase I process
 - 2. Present final assessment document to employee
 - 3. Complete Phase I performance assessment
 - 4. Schedule conference for employee recommended for Phase II

*A formal observation will last a minimum of 45 minutes or the full instructional period.

RECOMMENDED ASSESSMENT SUMMARY

| Date | Activity | Temporary | Probationary | Permanent |
|---|---|-----------|--------------|-----------|
| October | Pre-Assessment conference Goals and Objectives | X | X | X |
| October | Formal Assessment #1 | X | X | X* |
| October Through December | Followed by: • Conference with checklist • Written Action Plan, if necessary | X | X | |
| November Through April | | | | X* |
| January | Formal Assessment #2, if necessary: • Conference with checklist • Written Action Plan | X | X | |
| February | Formal Assessment #3 Following: • Conference with checklist • Written Action Plan | X | X | |
| First Week in March | Final Assessment Form • Mandatory for notice of non-reemployment | X | X | X |
| Prior to March 15 | Notification of non-reemployment or | X | X | X |
| Prior to the end of the first week in May | Recommendation to Phase II or | X | X | X |
| Prior to the end of June | Re-evaluation in normal rotation or | X | X | X |
| | Evaluator develops action plan for employees recommended for Phase II | X | X | X |

*Conduct formal assessment according to Phase I timeline for permanent employees.

**SAN JOSE UNIFIED SCHOOL DISTRICT
PHASE I
OBSERVATION/ASSESSMENT GUIDE**

INSTRUCTIONS:

1. Evaluator will base this assessment on a combination of formal/informal, scheduled/unscheduled observations.
2. Each unsatisfactory rating on the Observation/Assessment Guide must include an explanation with appropriate documentation.
3. Three checks on the final Observation/Assessment Guide in the unsatisfactory column of Area I—Instructional Skills—will result in a referral to Phase II of the assessment process.
4. Two checks on the final Observation/Assessment Guide in the unsatisfactory column of Area II—Professional Qualities—will result in referral to Phase II of the assessment process.
5. If the combined checks in the unsatisfactory columns of Area I and Area II total four or more, referral to Phase II of the assessment process is automatic.
6. Any employee receiving a referral to Phase II or recommendation for non-reemployment must have been observed formally a minimum of three instructional periods, each lasting a minimum of 45 minutes (or the full instructional period).
7. For an unsatisfactory check to appear on the Final Assessment the area must have been checked unsatisfactory on at least two Observation/Assessment Guides.
8. Evaluator will note areas of commendations on assessment form in the area identified as Administrator Comments.

Name _____

Date _____

INSTRUCTIONAL SKILLS continued

- 14. Uses appropriate questioning strategies.
- *15. _____

| NA | Area for Discussion | Effective | Un satisfactory |
|----|---------------------|-----------|-----------------|
| | | | |
| | | | |

B. CLASSROOM MANAGEMENT

- 1. Keeps classroom safe, efficient, and conducive to learning.
- 2. Sets up behavior standards with students.
- 3. Is fair and consistent in interpreting and applying established standards of behavior.
- 4. Maintains order consistent with teacher's written posted discipline plan.
- 5. Has materials ready when the lesson begins.
- 6. Shows warmth and friendliness to students.
- 7. Listens carefully to students, attempting to understand what they are saying.
- *8. _____

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C. KNOWLEDGE AND TRAINING

- 1. Demonstrates academic competence in the area of teaching assignment.
- 2. Demonstrates knowledge of learning theories.
- *3. _____

| | | | |
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| | | | |
| | | | |

II. PROFESSIONAL QUALITIES

A. JUDGMENT

- 1. Evidences ability to adjust to varied situations by demonstrating self control and self confidence.
- 2. Uses privileged information in a discreet, confidential manner.

| | | | |
|--|--|--|--|
| | | | |
| | | | |

*Areas for assessment identified with rationale in writing prior to the start of the observation.

Name _____ Date _____

INSTRUCTIONAL SKILLS continued

3. Maintains personal appearance suitable to learning environment.

*4. _____

| NA | Area for Discussion | Effective | Un satisfactory |
|----|---------------------|-----------|-----------------|
| | | | |
| | | | |

B. SPEECH AND EXPRESSION

1. Uses effective oral communications.

2. Uses effective written communications

*3. _____

| | | | |
|--|--|--|--|
| | | | |
| | | | |
| | | | |

****C. WORK HABITS AND OBLIGATIONS**

1. Complies with contractual agreements.

2. Exhibits regular attendance in performance of assigned duties.

3. Exhibits punctuality in the performance of assigned duties.

4. Keeps records and reports up to date and accurate, and is punctual in submitting all material.

*5. _____

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****D. INTERPERSONAL RELATIONSHIPS**

1. Maintains professional relations with students, parents, and staff.

2. Shows willingness to listen to and understand other viewpoints.

*3. _____

| | | | |
|--|--|--|--|
| | | | |
| | | | |
| | | | |

*Areas for assessment identified with rationale in writing prior to the start of the observation.

**Possible areas for assessment other than classroom observation.

**SAN JOSE UNIFIED SCHOOL DISTRICT
CERTIFICATED EMPLOYEE INFORMATION SHEET**

NAME _____ DATE _____

SCHOOL LOCATION _____ EVALUATOR _____

ASSESSMENT YEAR _____ YEAR LAST ASSESSED _____

STATUS OF EVALUATEE
 Temporary Employee _____
 Probationary Employee _____
 Permanent Employee _____

Evaluation
 Phase II: Phase III

TOTAL YEARS TEACHING
 EXPERIENCE _____
 Years of experience including the
 current year _____
 *In This District _____
 *In This School/Dept. _____
 *With This Evaluator _____

REQUIREMENTS OF THE POSITION

To perform the requirements and functions detailed in the job description for each position category.

SPECIFIC ASSIGNMENT FOR THE _____ SCHOOL YEAR

_____ Elementary School Position _____

_____ Middle School Position _____

_____ High School Position _____

*To Teach _____ Periods of _____

*To Teach _____ Periods of _____

*To Teach _____ Periods of _____

OPTIONAL INFORMATION

EXTRA-CURRICULAR/CO-CURRICULAR ASSIGNMENTS

SCHOOL/DISTRICT COMMITTEES

Attach page 7 to page 8 and forward to Human Resources/Employee Relations Office per time line.

Original to Human Resources/Employee Relations Office - Pink to Administrator - Yellow to Employee

CERTIFICATED EMPLOYEE INFORMATION SHEET, continued

Name _____ Date _____

Location _____ Evaluator _____

Administrator Comments: _____

Employee Comments: _____

| | |
|-------------------------------------|---|
| OVERALL PERFORMANCE | |
| _____ Effective Overall Performance | _____ Unsatisfactory Overall Performance |
| | _____ Recommended for Phase II Assessment based on formal observations |
| | _____ Recommended for non-reemployment |

*Employee Signature Administrator Signature

Date Date

Date of Final Assessment _____

_____ Employee has more than one unsatisfactory check on his/her final assessment

*Employee signature Indicates review of document only and no necessarily agreement with its contents

Attach page 7 to page 8 and forward to Human Resources/Employee Relations Office per timeline.

White to Human Resources/Employee Relations Office - Pink to Administrator - Yellow to Employee

**SAN JOSE UNIFIED SCHOOL DISTRICT
RECOMMENDED ASSESSMENT TIMELINE**

| | |
|-----------------------|---|
| Education Code #44663 | Evaluation transmitted to employee 30 days before last school day. Twelve month employees shall receive evaluation no later than June 30. |
|-----------------------|---|

PHASE I

Temporary and Probationary Employees

| | |
|--|---|
| Prior to October 31 | Regular supervisory and administrator contacts including consultation are completed. Principal/supervisor meets with evaluatee to discuss district, school, and personal goals. |
| * Prior to the end of the second week in December | Preliminary assessment conferences are held with all probationary employees whom the principal/supervisor determines will benefit from such a conference. Areas of concern shall be identified in writing and a written plan for improvement shall be developed by the employee and the evaluator. |
| * Prior to February 1 | Second assessment conference, if necessary, is held with all probationary employees whom the principal/supervisor determines will benefit from the second assessment conference. Areas of concern shall be identified in writing and a written plan for improvement shall be developed by the employee and the evaluator. |
| ** Prior to the end of the first week in March (MANDATORY) | Evaluator makes final assessment of temporary probationary employee whose non-reemployment is being considered. The final assessment shall be forwarded to the Human Resources/Employee Relations Office. |
| Prior to March 15 | Superintendent or his/her designee forwards to employee and the governing board the notice of intent not to re-employ. |
| Prior to the end of the first week of May | Assessment conferences are held with probationary employees. A copy of the final assessment shall be provided to employee. |
| Prior to June 1 | (1) A copy of page 7 and 8 of the final assessment is forwarded to the Human Resources/Employee Relations Office. (2) If the final assessment is unsatisfactory a copy of pages 5 and 6 is forwarded to the Human Resources/Employee Relations Office. (3) A list of all employees recommended to Phase II is forwarded to the Human Resources/Employee Relations Office. |
| Prior to June 30 | Evaluator meets with Human Resources Director, Elementary/Secondary, to develop action plan. |

- * For employee who may be recommended for non-reemployment or referred to Phase II
- ** For employees recommended for non-reemployment

**SAN JOSE UNIFIED SCHOOL DISTRICT
RECOMMENDED ASSESSMENT TIMELINE**

| | |
|-----------------------|---|
| Education Code #44663 | Evaluation transmitted to employee 30 days before last school day. Twelve month employees shall receive evaluation no later than June 30. |
|-----------------------|---|

PHASE I

Permanent Employees

- Prior to October 31** Regular supervisory and administrator contacts including consultation are completed. Principal/supervisor meets with evaluatee to discuss district, school, and personal goals.
- **Prior to the end of the second week in December** Preliminary assessment conferences are held with permanent employees whom the principal/supervisor determines will benefit from such a conference.

Areas of concern shall be identified in writing and a written plan for improvement shall be developed by the employee and the evaluator.
- **Prior to February 1** Second assessment conference, if necessary, is held with permanent employees whom the principal/supervisor determines will benefit from the second assessment conference.

Areas of concern shall be identified in writing and a written plan for improvement shall be developed by the employee and the evaluator.
- Prior to the end of the first week of May** Assessment conferences are held with permanent employees. A copy of the final assessment shall be provided to employee.
- Prior to June 1**

 - (1) A copy of page 7 and 8 of the final assessment is forwarded to the Human Resources/Employee Relations Office.
 - (2) If the final assessment is unsatisfactory a copy of pages 5 and 6 is forwarded to the Human Resources/Employee Relations Office.
 - (3) A list of all employees recommended to Phase II is forwarded to the Human Resources/Employee Relations Office.
- **For employees who may be referred to Phase II**

APPENDIX C

PHASE I

**PERFORMANCE ASSESSMENT FOR CERTIFICATED EMPLOYEES
COUNSELORS**

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Recommended Assessment Timeline
Timeline Checklists
Phase I - Temporary and Probationary Employees 9
Phase I - Permanent Employees 10

Statement of Performance Assessment

The primary characteristic of effective schools is the quality of instruction present each day in every classroom.

PROFESSIONAL ASSESSMENT SHOULD:

- recognize and support effective counseling
- provide for the improvement of counseling services
- measure adherence to counseling standards and the site action plan
- provide a basis for employment decisions

The top priority of this district's counseling program is to provide intervention and prevention services to identified students aimed at increasing their success. District administrators have the responsibility to work cooperatively with staff and to supervise the implementation of performance objectives. The effective supervision of these objectives requires that administrators systematically carry out the following supervisory tasks:

- engage in observations and post-observation conferences
- observe and record relevant data

- interpret data
- provide feedback from formal and informal observations
- specify job improvement targets as needed
- monitor, lend support, and provide assistance to achieve job improvement targets

The professional behaviors and decisions which promote student achievement and success must be a cooperative effort between the administrator and employee. The assessment process will enable the evaluator to have specific information to use in the observation. It is the expectation of the district that each certificated staff member will apply the identified performance skills in a systematic and purposeful way.

Assessment Process

Assessment Cycle Information

- A. Temporary employees shall be formally assessed in writing each year.
- B. Probationary employees shall be formally assessed in writing each school year for the first two years.
- C. Permanent employees shall be formally assessed at least once every other year, unless they are referred to Phase II or are covered by the provision of Article 16150.
- D. Employees who receive a change of assignment shall be formally assessed in the first year of the new assignment year.
- E. Employees in a Phase II remediation plan shall either receive an overall effective performance rating and be returned to Phase I the following year or shall receive an unsatisfactory rating and be recommended for non-reemployment.

Phase I Evaluator Responsibilities in the Assessment Process

Assessments of the counselors shall be a joint effort of the Program Manager and the site administrator.

The administrators shall:

- A. Acquaint staff members with assessment procedures, standards, and instruments to be used and advise staff members as to who shall observe and assess performance. Refer to Time Lines included with the assessment packet.
- B. Complete a minimum of two formal written observations for temporary and probationary employees and one written observation for each permanent employee prior to employee's

final assessment conference. Observations will be conducted throughout the school year. Final assessment of an employee recommended for non-reemployment must be completed prior to the end of the first week in March.

- C. Schedule Initial Group/Individual Conference
 - 1. Review and discuss Performance Assessment Packet
 - 2. Review time frame for steps of employee assessment
- D. Schedule Individual Conference
 - 1. Review Assessment Form and Statement of Goals
 - 2. Receive completed Assessment Information Form
- E. Conduct Counseling Observation(s)
 - 1. Observe counselor's performance in various areas of assessment
 - 2. Record notes of observation that reflect identified strengths or areas in need of growth
- F. Complete Post-Observation Conference(s)
 - 1. Schedule within seven working days of each observation
 - 2. Discuss observed data collected
 - 3. Identify counseling behaviors
 - 4. Provide feedback on application and effectiveness of teaching behaviors
 - 5. Identify strategies which will help counselor
 - 6. Review timeline for next steps in process
 - 7. Provide evaluatee with a copy of completed Observation/Assessment Guide
- G. Schedule Final Assessment Conference
 - 1. Discuss and analyze data gathered during Phase I process
 - 2. Present final assessment document to employee
 - 3. Complete Phase I performance assessment
 - 4. Schedule conference for employee recommended for Phase II

*A formal observation will last a minimum of 25 minutes or the full counseling activity.

RECOMMENDED ASSESSMENT SUMMARY

| Date | Activity | Temporary | Probationary | Permanent |
|---|---|-----------|--------------|-----------|
| October | Pre-Assessment conference Goals and Objectives | X | X | X |
| | Formal Assessment #1 | X | X | X* |
| October Through December | Followed by: •Conference with checklist •Written Action Plan, if necessary | X | X | |
| November Through April | | | | X* |
| January | Formal Assessment #2, if necessary: •Conference with checklist •Written Action Plan | X | X | |
| February | Formal Assessment #3 Following: •Conference with checklist •Written Action Plan | X | X | |
| First Week in March | Final Assessment Form •Mandatory for notice of non-reemployment | X | X | X |
| Prior to March 15 | Notification of non-reemployment or | X | X | X |
| Prior to the end of the first week in May | Recommendation to Phase II or | X | X | X |
| Prior to the end of June | Re-evaluation in normal rotation or | X | X | X |
| | Evaluator develops action plan for employees recommended for Phase II | X | X | X |

*Conduct formal assessment according to Phase I timeline for permanent employees.

**SAN JOSE UNIFIED SCHOOL DISTRICT
PHASE I
OBSERVATION/ASSESSMENT GUIDE**

INSTRUCTIONS:

1. Evaluator will base this assessment on a combination of formal/informal, scheduled/unscheduled observations. Unscheduled observations shall not occur in settings determined by the counselor to be confidential.
2. Each unsatisfactory rating on the Observation/Assessment Guide must include an explanation with appropriate documentation stated in specific behavioral terms.
3. Three checks on the final Observation/Assessment Guide in the unsatisfactory column of Area I—Counseling/Guidance Skills—will result in a referral to Phase II of the assessment process.
4. Two checks on the final Observation/Assessment Guide in the unsatisfactory column of Area II—Professional Qualities—will result in referral to Phase II of the assessment process.
5. If the combined checks in the unsatisfactory columns of Area I and Area II total four or more, referral to Phase II of the assessment process is automatic.
6. Any employee receiving a referral to Phase II or recommendation for non-reemployment must have been observed formally a minimum of four counseling activities, each lasting a minimum of 25 minutes (or the full counseling activity.)
7. For an unsatisfactory check to appear on the Final Assessment the area must have been checked unsatisfactory on at least two Observation/Assessment Guides.
8. Evaluator will note areas of commendations on assessment form in the area identified as Administrator Comments.

**SAN JOSE UNIFIED SCHOOL DISTRICT
COUNSELOR OBSERVATION/ASSESSMENT GUIDE**

Check one: Observation Guide
Final Assessment

Counselor _____ Signature _____

School _____ Observer _____

Date _____ Start _____ Finish _____ Number of Students _____ Conference Date _____

Lesson observed _____

I. COUNSELING/GUIDANCE SERVICES
A. KNOWLEDGE AND TRAINING

1. Demonstrates competence in counseling assignment.
2. Demonstrates knowledge and application of learning and counseling theories.
3. Demonstrates knowledge and application of child psychology and development.
4. Demonstrates knowledge and application of law, policy and procedure relating to counseling and guidance.
5. _____

| NA | Area for Discussion | Effective | Un-satisfactory |
|----|---------------------|-----------|-----------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

B. PLANNING

1. Sets appropriate ground rules (including confidentiality) when working with students.
2. Sets appropriate ground rules (including confidentiality) when working with colleagues.
3. Is fair and consistent in interpreting and applying behavior standards.
4. Demonstrates proper planning for efficiency of counseling/guidance activities.
5. Maintains accurate and up-to-date student and program records.
6. Identifies appropriate counseling/guidance activities.
7. Selects objectives that are appropriate to the age and ability of the child.

| | | | |
|--|--|--|--|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Name _____

Date _____

II. PROFESSIONAL QUALITIES**A. JUDGMENT**

1. Maintains personal appearance suitable for learning environment.
2. Handles sensitive issues in an effective manner.
3. Demonstrates good judgement and takes appropriate action in crisis situations.
4. Uses privileged information in a discreet, confidential manner.
5. Demonstrates ability to adjust to varied situations with self-control and confidence.

| NA | Area for Discussion | Effective | Un satisfactory |
|----|---------------------|-----------|-----------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

B. SPEECH AND EXPRESSION

1. Uses appropriate and effective oral and written communication skills with colleagues and parents.
2. Uses written and oral communication appropriate to age of students.

| | | | |
|--|--|--|--|
| | | | |
| | | | |

C. WORK HABITS AND OBLIGATIONS

1. Complies with contractual agreements.
2. Completes job responsibilities independently.
3. Exhibits regular attendance in performance of job responsibilities.
4. Establishes and maintains current schedule for services.

| | | | |
|--|--|--|--|
| | | | |
| | | | |
| | | | |
| | | | |

D. INTERPERSONAL RELATIONSHIPS

1. Maintains professional relations with students, parents, and staff.
2. Establishes good rapport with students, parents and staff.
3. Shows willingness to listen to and understand other viewpoints.

| | | | |
|--|--|--|--|
| | | | |
| | | | |
| | | | |

Name _____ Date _____

E. PROFESSIONAL DEVELOPMENT

1. Identifies areas for professional growth.
2. Recognizes and discusses areas of concern with supervisor.

| NA | Area for Discussion | Effective | Un satisfactory |
|----|---------------------|-----------|-----------------|
| | | | |
| | | | |

**SAN JOSE UNIFIED SCHOOL DISTRICT
CERTIFICATED EMPLOYEE INFORMATION SHEET**

NAME _____ DATE _____
SCHOOL/LOCATION _____ EVALUATOR _____
ASSESSMENT YEAR _____ YEAR LAST ASSESSED _____
STATUS OF EVALUATEE
Temporary Employee _____
Probationary Employee _____
Permanent Employee _____
Evaluation _____
Phase II: I Phase II: I
TOTAL YEARS TEACHING
EXPERIENCE _____
Years of experience including the
current year _____
*In This District _____
*In This School/Dept. _____
*With This Evaluator _____

REQUIREMENTS OF THE POSITION

To perform the requirements and functions detailed in the job description for each position category.

SPECIFIC ASSIGNMENT FOR THE _____ SCHOOL YEAR

_____ Elementary School Position _____
_____ Middle School Position _____
_____ High School Position _____

*To Teach _____ Periods of _____
*To Teach _____ Periods of _____
*To Teach _____ Periods of _____

OPTIONAL INFORMATION

EXTRA-CURRICULAR/CO-CURRICULAR ASSIGNMENTS

SCHOOL/DISTRICT COMMITTEES

Attach page 7 to page 8 and forward to Human Resources/Employee Relations Office per time line.

Original to Human Resources/Employee Relations Office • Pink to Administrator • Yellow to Employee

CERTIFICATED EMPLOYEE INFORMATION SHEET, continued

Name _____ Date _____

Location _____ Evaluator _____

Administrator Comments: _____

Employee Comments: _____

| | |
|--|---|
| OVERALL PERFORMANCE | |
| <input type="checkbox"/> Effective Overall Performance | <input type="checkbox"/> Unsatisfactory Overall Performance |
| | <input type="checkbox"/> Recommended for Phase II Assessment based on formal observations |
| | <input type="checkbox"/> Recommended for non-reemployment |

_____*Employee Signature Administrator Signature

Date Date

Date of Final Assessment _____

_____ Employee has more than one unsatisfactory check on his/her final assessment.

*Employee signature indicates review of document only and no necessarily agreement with its contents

Attach page 7 to page 8 and forward to Human Resources/Employee Relations Office per timeline.

Original to Human Resources/Employee Relations Office - Pink to Administrator - Yellow to Employee

**SAN JOSE UNIFIED SCHOOL DISTRICT
RECOMMENDED ASSESSMENT TIMELINE**

| | |
|-----------------------|---|
| Education Code #44663 | Evaluation transmitted to employee 30 days before last school day. Twelve month employees shall receive evaluation no later than June 30. |
|-----------------------|---|

PHASE 1

Temporary and Probationary Employees

| | |
|--|---|
| Prior to October 31 | Regular supervisory and administrator contacts including consultation are completed. Principal/supervisor meets with evaluatee to discuss district, school, and personal goals. |
| * Prior to the end of the second week in December | Preliminary assessment conferences are held with all probationary employees whom the principal/supervisor determines will benefit from such a conference. Areas of concern shall be identified in writing and a written plan for improvement shall be developed by the employee and the evaluator. |
| * Prior to February 1 | Second assessment conference, if necessary, is held with all probationary employees whom the principal/supervisor determines will benefit from the second assessment conference. Areas of concern shall be identified in writing and a written plan for improvement shall be developed by the employee and the evaluator. |
| ** Prior to the end of the first week in March (MANDATORY) | Evaluator makes final assessment of temporary probationary employee whose non-reemployment is being considered. The final assessment shall be forwarded to the Human Resources/Employee Relations Office. |
| Prior to March 15 | Superintendent or his/her designee forwards to employee and the governing board the notice of intent not to re-employ. |
| Prior to the end of the first week of May | Assessment conferences are held with probationary employees. A copy of the final assessment shall be provided to employee. |
| Prior to June 1 | (1) A copy of page 7 and 8 of the final assessment is forwarded to the Human Resources/Employee Relations Office. (2) If the final assessment is unsatisfactory a copy of pages 5 and 6 is forwarded to the Human Resources/Employee Relations Office. (3) A list of all employees recommended to Phase II is forwarded to the Human Resources/Employee Relations Office. |
| Prior to June 30 | Evaluator meets with Human Resources Director, Elementary/Secondary, to develop action plan. |

* For employee who may be recommended for non-reemployment or referred to Phase II

** For employees recommended for non-reemployment

**SAN JOSE UNIFIED SCHOOL DISTRICT
RECOMMENDED ASSESSMENT TIMELINE**

| | |
|-----------------------|---|
| Education Code #44663 | Evaluation transmitted to employee 30 days before last school day. Twelve month employees shall receive evaluation no later than June 30. |
|-----------------------|---|

PHASE I

Permanent Employees

- Prior to October 31 Regular supervisory and administrator contacts including consultation are completed. Principal/supervisor meets with evaluatee to discuss district, school, and personal goals.
- * Prior to the end of the second week in December Preliminary assessment conferences are held with permanent employees whom the principal/supervisor determines will benefit from such a conference.

Areas of concern shall be identified in writing and a written plan for improvement shall be developed by the employee and the evaluator.
- * Prior to February 1 Second assessment conference, if necessary, is held with permanent employees whom the principal/supervisor determines will benefit from the second assessment conference.

Areas of concern shall be identified in writing and a written plan for improvement shall be developed by the employee and the evaluator.
- Prior to the end of the first week of May Assessment conferences are held with permanent employees. A copy of the final assessment shall be provided to employee.
- Prior to June 1 (1) A copy of page 7 and 8 of the final assessment is forwarded to the Human Resources/Employee Relations Office.

(2) If the final assessment is unsatisfactory a copy of pages 5 and 6 is forwarded to the Human Resources/Employee Relations Office.

(3) A list of all employees recommended to Phase II is forwarded to the Human Resources/Employee Relations Office.
- * For employees who may be referred to Phase II

APPENDIX C

PHASE I

**PERFORMANCE ASSESSMENT FOR CERTIFICATED EMPLOYEES
NURSES**

Table of Contents

Statement of Performance Assessment 1
Assessment Process 1
Phase I Evaluator Responsibilities 2
Recommended Assessment Summary 3
Phase I Observation Assessment Guide Instructions 4
Observation/Assessment Guide 5
Certificated Employee Information Sheet 7
Recommended Assessment Timeline
Timeline Checklists
Phase I - Temporary and Probationary Employees 9
Phase I - Permanent Employees 10

Statement of Performance Assessment

The primary characteristic of effective schools is the quality of instruction present each day in every classroom.

PROFESSIONAL ASSESSMENT SHOULD:

- recognize and support effective teaching
- provide for the improvement of instruction
- measure adherence to standards
- provide a basis for employment decisions

The top priority of this district is to provide quality instruction on a daily basis in every classroom. District administrators have the responsibility to work cooperatively with staff and to supervise the implementation of performance objectives. The effective supervision of these objectives requires that administrators systematically carry out the following supervisory tasks:

- engage in observations and post-observation conferences
- observe and record relevant data
- interpret data

- provide feedback from formal and informal observations
- specify job improvement targets as needed
- monitor, lend support, and provide assistance to achieve job improvement targets

The professional behaviors and decisions which promote student achievement must be a cooperative effort between the administrator and teacher. The assessment process will enable the evaluator to have specific information to use in the observation. It is the expectation of the district that each certificated staff member will apply the identified performance skills in a systematic and purposeful way.

Assessment Process

Assessment Cycle Information

- A. Temporary employees shall be formally assessed in writing each year.
- B. Probationary employees shall be formally assessed in writing each school year for the first two years.
- C. Permanent employees shall be formally assessed at least once every other year, unless they are referred to Phase II or are covered by the provision of Article 16150.
- D. Employees who receive a change of assignment shall be formally assessed in the first year of the new assignment year.
- E. Employees in a Phase II remediation plan, shall either receive an overall effective performance rating and be returned to Phase I the following year or shall receive an unsatisfactory rating and be recommended for non-reemployment.

Phase I Evaluator Responsibilities in the Assessment Process

The administrator shall:

- A. Acquaint staff members with assessment procedures, standards, and instruments to be used and advise staff members as to who shall observe and assess performance. Refer to Timelines included with the assessment packet.
- B. Complete a minimum of two formal written observations for temporary and probationary employees and one written observation for each permanent employee prior to employee's final assessment conference. Observations will be conducted throughout the school year. Final assessment of an

employee recommended for non-reemployment must be completed prior to the end of the first week in March.

- C. Schedule Initial Group/Individual Conference
 - 1. Review and discuss Performance Assessment Packet
 - 2. Review time frame for steps of employee assessment
- D. Schedule Individual Conference
 - 1. Review Assessment Form and Statement of Goals
 - 2. Receive completed Assessment Information Form
- E. Conduct Classroom Observation(s)
 - 1. Observe teacher's performance in various areas of assessment
 - 2. Record notes of observation that reflect identified strengths or areas in need of growth
- F. Complete Post-Observation Conference(s)
 - 1. Schedule within seven working days of each classroom observation
 - 2. Discuss observed data collected
 - 3. Identify teaching behaviors
 - 4. Provide feedback on application and effectiveness of teaching behaviors
 - 5. Identify strategies which will help teacher
 - 6. Review timeline for next steps in process
 - 7. Provide evaluatee with a copy of completed Classroom Observation/Assessment Guide
- G. Schedule Final Assessment Conference
 - 1. Discuss and analyze data gathered during Phase I process
 - 2. Present final assessment document to employee
 - 3. Complete Phase I performance assessment
 - 4. Schedule conference for employee recommended for Phase II

*A formal observation will last a minimum of 45 minutes or the full instructional period.

RECOMMENDED ASSESSMENT SUMMARY

| Date | Activity | Temporary | Probationary | Permanent |
|---|---|-----------|--------------|-----------|
| October | Pre-Assessment conference Goals and Objectives | X | X | X |
| October | Formal Assessment #1 | X | X | X* |
| October Through December | Followed by: •Conference with checklist •Written Action Plan, if necessary | X | X | |
| November Through April | | | | X* |
| January | Formal Assessment #2, if necessary: •Conference with checklist •Written Action Plan | X | X | |
| February | Formal Assessment #3 Following: •Conference with checklist •Written Action Plan | X | X | |
| First Week in March | Final Assessment Form •Mandatory for notice of non-reemployment | X | X | X |
| Prior to March 15 | Notification of non-reemployment or | X | X | X |
| Prior to the end of the first week in May | Recommendation to Phase II or | X | X | X |
| Prior to the end of June | Re-evaluation in normal rotation or | X | X | X |
| | Evaluator develops action plan for employees recommended for Phase II | X | X | X |

*Conduct formal assessment according to Phase I timeline for permanent employees.

**SAN JOSE UNIFIED SCHOOL DISTRICT
PHASE I
OBSERVATION/ASSESSMENT GUIDE**

INSTRUCTIONS:

1. Evaluator will base this assessment on a combination of formal/informal, scheduled/unscheduled observations. Unscheduled observations shall not occur in settings determined by the counselor to be confidential.
2. Each unsatisfactory rating on the Observation/Assessment Guide must include an explanation with appropriate documentation stated in specific behavioral terms.
3. Three checks on the final Observation/Assessment Guide in the unsatisfactory column of Area I—Counseling/Guidance Skills—will result in a referral to Phase II of the assessment process.
4. Two checks on the final Observation/Assessment Guide in the unsatisfactory column of Area II—Professional Qualities—will result in referral to Phase II of the assessment process.
5. If the combined checks in the unsatisfactory columns of Area I and Area II total four or more, referral to Phase II of the assessment process is automatic.
6. Any employee receiving a referral to Phase II or recommendation for non-reemployment must have been observed formally a minimum of four counseling activities, each lasting a minimum of 25 minutes (or the full counseling activity.)
7. For an unsatisfactory check to appear on the Final Assessment the area must have been checked unsatisfactory on at least two Observation/Assessment Guides.
8. Evaluator will note areas of commendations on assessment form in the area identified as Administrator Comments.

**SAN JOSE UNIFIED SCHOOL DISTRICT
SCHOOL NURSE OBSERVATION/ASSESSMENT GUIDE**

Check one: Observation Guide
Final Assessment

Nurse _____ Signature _____

School _____ Observer _____

Date ____ Start ____ Finish ____ Number of Students ____ Conference Date ____

Lesson observed _____

I. NURSING SKILLS

A. KNOWLEDGE AND TRAINING

1. Demonstrates academic competence in the area of nursing assignment.
2. Demonstrates knowledge of relevant theories.
3. _____

| NA | Area for Discussion | Effective | Un-satisfactory |
|----|---------------------|-----------|-----------------|
| | | | |
| | | | |
| | | | |

B. PROGRAM MANAGEMENT

1. Maintains a safe, clean and efficient environment in the Health Office.
2. Sets up and/or monitors procedures and standards for the Health Associate/Clerk.
3. Adheres to medication administration protocols.
4. Maintains a current Health Problems list with appropriate recommendations for teachers.
5. Demonstrates proper planning for efficiency of activity.
6. Shows warmth and friendliness to students.
7. Listens carefully to students, attempting to understand what they are saying.
8. _____

| | | | |
|--|--|--|--|
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| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

* Areas for assessment identified with rationale in writing prior to the start of the assessment observation.

NURSING SKILLS continued

C. NURSING PROCESS PLANNING

14. Performs appropriate health counseling for students and families.

*15. _____

| NA | Area for Discussion | Effective | Un satisfactory |
|----|---------------------|-----------|-----------------|
| | | | |
| | | | |

II. PROFESSIONAL QUALITIES

A. JUDGMENT

1. Maintains personal appearance suitable to learning environment.

2. _____

| | | | |
|--|--|--|--|
| | | | |
| | | | |

B. SPEECH AND EXPRESSION

1. Uses effective oral communications.

2. Uses effective written communications.

| | | | |
|--|--|--|--|
| | | | |
| | | | |

****C. WORK HABITS AND OBLIGATIONS**

1. Complies with contractual agreements.

2. Exhibits regular attendance in performance of assigned duties.

3. Exhibits punctuality in the performance of assigned duties.

*4. _____

| | | | |
|--|--|--|--|
| | | | |
| | | | |
| | | | |
| | | | |

****D. INTERPERSONAL RELATIONSHIPS**

1. Maintains professional relationships with students, parents, and staff.

2. Show willingness to listen to and understand other viewpoints.

*3. _____

| | | | |
|--|--|--|--|
| | | | |
| | | | |
| | | | |

- * Areas for assessment identified with rationale in writing prior to the start of the assessment observation.
- ** Possible areas for assessment other than classroom observation.

Attach page 6 to page 10 and forward to Human Resource/Employee Relations Office per time line.

**SAN JOSE UNIFIED SCHOOL DISTRICT
CERTIFICATED EMPLOYEE INFORMATION SHEET**

NAME _____ DATE _____

SCHOOL/LOCATION _____ EVALUATOR _____

ASSESSMENT YEAR _____ YEAR LAST ASSESSED _____

STATUS OF EVALUATEE

Temporary Employee _____

Probationary Employee _____

Permanent Employee _____

Evaluation _____

Phase I Phase II

TOTAL YEARS TEACHING

EXPERIENCE _____

Years of experience including the
current year _____

•In This District _____

•In This School/Dept. _____

•With This Evaluator _____

REQUIREMENTS OF THE POSITION

To perform the requirements and functions detailed in the job description for each position category.

SPECIFIC ASSIGNMENT FOR THE _____ SCHOOL YEAR

SPECIFIC ASSIGNMENT FOR THE _____ SCHOOL YEAR

Schools _____

OPTIONAL INFORMATION

EXTRA-CURRICULAR/CO-CURRICULAR ASSIGNMENTS

SCHOOL/DISTRICT COMMITTEES

Attach page 7 to page 8 and forward to Human Resources/Employee Relations Office per time line.

Original to Human Resources/Employee Relations Office - Pink to Administrator - Yellow to Employee

CERTIFICATED EMPLOYEE INFORMATION SHEET, continued

Name _____ Date _____

Location _____ Evaluator _____

Administrator Comments: _____

Employee Comments: _____

| | |
|-------------------------------------|--|
| OVERALL PERFORMANCE | |
| _____ Effective Overall Performance | _____ Unsatisfactory Overall Performance |
| | _____ Recommended for Phase II Assessment based on formal observations |
| | _____ Recommended for non-reemployment |

*Employee Signature Administrator Signature

Date Date

Date of Final Assessment _____

_____ Employee has more than one unsatisfactory check on his/her final assessment.

*Employee signature indicates review of document only and no necessarily agreement with its contents

Attach page 7 to page 8 and forward to Human Resources/Employee Relations Office per timeline.

Original to Human Resources/Employee Relations Office - Pink to Administrator - Yellow to Employee

**SAN JOSE UNIFIED SCHOOL DISTRICT
RECOMMENDED ASSESSMENT TIMELINE**

| | |
|-----------------------|---|
| Education Code #44663 | Evaluation transmitted to employee 30 days before last school day. Twelve month employees shall receive evaluation no later than June 30. |
|-----------------------|---|

PHASE I

Temporary and Probationary Employees

| | |
|--|---|
| Prior to October 31 | Regular supervisory and administrator contacts including consultation are completed. Principal/supervisor meets with evaluatee to discuss district, school, and personal goals. |
| * Prior to the end of the second week in December | Preliminary assessment conferences are held with all probationary employees whom the principal supervisor determines will benefit from such a conference. Areas of concern shall be identified in writing and a written plan for improvement shall be developed by the employee and the evaluator. |
| * Prior to February 1 | Second assessment conference, if necessary, is held with all probationary employees whom the principal/supervisor determines will benefit from the second assessment conference. Areas of concern shall be identified in writing and a written plan for improvement shall be developed by the employee and the evaluator. |
| ** Prior to the end of the first week in March (MANDATORY) | Evaluator makes final assessment of temporary probationary employee whose non-reemployment is being considered. The final assessment shall be forwarded to the Human Resources/Employee Relations Office. |
| Prior to March 15 | Superintendent or his/her designee forwards to employee and the governing board the notice of intent not to re-employ. |
| Prior to the end of the first week of May | Assessment conferences are held with probationary employees. A copy of the final assessment shall be provided to employee. |
| Prior to June 1 | (1) A copy of page 7 and 8 of the final assessment is forwarded to the Human Resources/Employee Relations Office. (2) If the final assessment is unsatisfactory a copy of pages 5 and 6 is forwarded to the Human Resources/Employee Relations Office. (3) A list of all employees recommended to Phase II is forwarded to the Human Resources/Employee Relations Office. |
| Prior to June 30 | Evaluator meets with Human Resources Director, Elementary/Secondary, to develop action plan. |

- * For employee who may be recommended for non-reemployment or referred to Phase II
- ** For employees recommended for non-reemployment

**SAN JOSE UNIFIED SCHOOL DISTRICT
RECOMMENDED ASSESSMENT TIMELINE**

| | |
|-----------------------|---|
| Education Code #44663 | Evaluation transmitted to employee 30 days before last school day. Twelve month employees shall receive evaluation no later than June 30. |
|-----------------------|---|

PHASE I

Permanent Employees

- Prior to October 31 Regular supervisory and administrator contacts including consultation are completed. Principal/supervisor meets with evaluatee to discuss district, school, and personal goals.
- * Prior to the end of the second week in December Preliminary assessment conferences are held with permanent employees whom the principal/supervisor determines will benefit from such a conference.

Areas of concern shall be identified in writing and a written plan for improvement shall be developed by the employee and the evaluator.
- * Prior to February 1 Second assessment conference, if necessary, is held with permanent employees whom the principal/supervisor determines will benefit from the second assessment conference.

Areas of concern shall be identified in writing and a written plan for improvement shall be developed by the employee and the evaluator.
- Prior to the end of the first week of May Assessment conferences are held with permanent employees. A copy of the final assessment shall be provided to employee.
- Prior to June 1

 - (1) A copy of page 7 and 8 of the final assessment is forwarded to the Human Resources/Employee Relations Office.
 - (2) If the final assessment is unsatisfactory a copy of pages 5 and 6 is forwarded to the Human Resources/Employee Relations Office.
 - (3) A list of all employees recommended to Phase II is forwarded to the Human Resources/Employee Relations Office.
- * For employees who may be referred to Phase II

APPENDIX D

SAN JOSE UNIFIED SCHOOL DISTRICT STUDENT BEHAVIOR POLICY

At least one copy of the Student Behavior Policy shall be kept at each school and one copy given to each Association Faculty Representative.

APPENDIX E
Preschool Teachers' Salary Schedule
1998-99

A. BASE SALARY FOR 5/6 FTE = 83.3%

| YEARS EXPER. | CLASS A 2 yrs. of college/less | CLASS B +75 semester units | CLASS C +90 semester units | CLASS D +105 semester units | CLASS E Credential units |
|-----------------|--------------------------------------|----------------------------------|----------------------------------|-----------------------------------|--------------------------------|
| 1 | 15,694 | 16,614 | 17,534 | 18,454 | 19,374 |
| 2 | 16,614 | 17,534 | 18,454 | 19,374 | 20,294 |
| 3 | 17,534 | 18,454 | 19,374 | 20,294 | 21,214 |
| 4 | | 19,374 | 20,294 | 21,214 | 22,134 |
| 5 | | | 21,214 | 22,134 | 23,054 |
| 6 | | | | 23,054 | 23,974 |
| 7 | | | | | 24,894 |

B. BASE SALARY FOR 6/6 FTE = 100%

| YEARS EXPER. | CLASS A 2 yrs. of college/less | CLASS B +75 semester units | CLASS C +90 semester units | CLASS D +105 semester units | CLASS E Credential units |
|-----------------|--------------------------------------|----------------------------------|----------------------------------|-----------------------------------|--------------------------------|
| 1 | 18,840 | 20,333 | 21,836 | 23,319 | 24,812 |
| 2 | 20,333 | 21,836 | 23,319 | 24,812 | 26,305 |
| 3 | 21,826 | 23,319 | 24,812 | 26,305 | 27,798 |
| 4 | | 24,812 | 26,305 | 27,798 | 29,291 |
| 5 | | | 27,798 | 29,291 | 30,784 |
| 6 | | | | 30,784 | 32,277 |
| 7 | | | | | 33,770 |

C. BASE SALARY FOR 10/6 FTE = (167%, See Article 24224, page 24.0)

| CLASS A YEARS EXPER. | CLASS B 2 yrs. of college/less | CLASS C +75 semester units | CLASS D +90 semester units | CLASS E +105 semester units | Credential units |
|----------------------------|--------------------------------------|----------------------------------|----------------------------------|-----------------------------------|---------------------|
| 1 | 31,464 | 33,957 | 36,450 | 38,943 | 41,436 |
| 2 | 33,957 | 36,450 | 38,943 | 41,436 | 43,929 |
| 3 | 36,450 | 38,943 | 41,436 | 43,929 | 46,422 |
| 4 | | 41,436 | 43,929 | 46,422 | 48,915 |
| 5 | | | 46,422 | 48,915 | 51,408 |
| 6 | | | | 51,408 | 53,901 |
| 7 | | | | | 56,394 |

APPENDIX F

**Child Center Head Teachers' Salary Schedule
1998-99**

| <u>YEARS EXPER.</u> | <u>CLASS A 2 yrs. of college/less</u> | <u>CLASS B +75 semester units</u> | <u>CLASS C +90 semester units</u> | <u>CLASS D +105 semester units</u> |
|-------------------------|---|---|---|--|
| 1 | 24,935 | 26,431 | 27,927 | 29,423 |
| 2 | 26,431 | 27,927 | 29,423 | 30,919 |
| 3 | | 29,423 | 30,919 | 32,415 |
| 4 | | | 32,415 | 33,911 |
| 5 | | | | 35,407 |

**1998/99 Child Development Center Teacher Salary Schedule
1998-99**

| <u>YEARS EXPER.</u> | <u>CLASS A 2 yrs. of college/less</u> | <u>CLASS B +75 semester units</u> | <u>CLASS C +90 semester units</u> | <u>CLASS D +105 semester units</u> |
|-------------------------|---|---|---|--|
| 1 | 22,679 | 24,063 | 25,447 | 26,831 |
| 2 | 24,063 | 25,447 | 26,831 | 28,215 |
| 3 | | 26,831 | 28,215 | 29,599 |
| 4 | | | 29,599 | 30,983 |
| 5 | | | | 32,367 |

APPENDIX G
OTHER COMPENSATION
1998.1999

I. EXTRA CURRICULAR

| | | |
|---|-----------|-------------------|
| Drama | 1123/2246 | per semester/year |
| Finance | 1123 | per year |
| Music (instrumental) | 1123/2246 | per semester/year |
| Music (vocal) | 1123 | per year |
| Newspaper | 1123 | per year |
| Photography | 1123 | per year |
| Speech/Debate | 1123 | per year |
| (The second figure applies if more than 10 sponsored events are held each semester) | 1123/2246 | per year |
| Yearbook | 1123 | per year |
| Radio Club | 1123/2246 | per semester/year |
| Interschool Council Advisor | 1123/2246 | per semester/year |
| Academic Decathlon | 1123 | per year |
| Spirit Squad | 1123 | per year |

II. COACHES

| Years of Experience in Sports | Head (Varsity) | Head Frosh/Soph Assistant Varsity Assistant Frosh/Soph Junior Varsity |
|-------------------------------|----------------|--|
| 1 | 1631 | 1221 |
| 2 | 1836 | 1426 |
| 3 | 2041 | 1631 |
| 4 | 2246 | 1836 |
| 5 | 2451 | 2041 |

III. SERVICES TO STUDENTS

3.1 Supervision of Students: An employee is assigned to monitor students as students perform an activity or assignment. No instruction is required.

Activities: Saturday School, SAT/PSAT monitoring,
Early morning/after school labs.

RATE: \$20.00 per hour

3.2 Tutoring: Employee provides assistance to individuals or small groups, but does not deliver the primary instruction.

Activities: Enrichment activities (Arts, Music, Crafts)
Migrant Summer Tutoring Project
Migrant Saturday Learning Institutes
(Emergency Immigrant program)
Early morning/after school tutoring labs
Late after school instruction

RATE: \$20.00 per hour

- 3.3 Testing: Employee administers a test to an individual or small group with responsibility for scoring the test and communicating the results. The employee has been trained in specific test administration, but no certificate or degree is required.

Activities: GATE Screening

RATE: \$20.00 per test

- 3.4 Extended Work Year/Day: Employee provides primary instruction in the basic State/ District adopted curriculum and requirements. The assignment is beyond the regular work day or work year. Employee has the same responsibilities that are connected with the job during the regular year; i.e. planning, preparation, grading, conferencing. Resource teacher performs regular duties of the job description.

Activities: Extra period - (Secondary Schools)
Saturday Academies
Extended school year programs
Summer school
Extended day - categorical programs
Extended day - regular program
(Includes GATE instruction)

RATE: Hourly per diem based on 5 teaching period day. (Exception: summer school 5/6 per diem based on a four day work week) Providers who are not regular employees will receive the hourly rate equivalent to Step 1C of the teachers salary schedule or \$33.91 per hour.

- 3.5 Substituting: Employee fills in for another teacher when no regular sub is available.

RATE: \$35.00 per period.

IV. SERVICES TO STAFF

- 4.1 Training of Teachers/Staff: Employee provides training for other adult employees either at the site or districtwide, beyond the time and job description for which they earn a regular salary.

Sample Staff development before/after school.
Activities: Summer staff development
Saturday staff development

RATE: \$42.50 per hour (Annual mentor stipend divided by 100). (This rate combines the \$17.50 presentation and 12.50 per hour preparation - based on 2 hours prep for 1 hour presentation now paid for training. It acknowledges the professionalism of the trainer and eliminates the need to maintain separate time logs.)

V. PROFESSIONAL DEVELOPMENT

5.1 Curriculum Development: Employee is responsible for developing new curriculum or programs at the school or district level. This activity is performed beyond the employees regular work year/day.

Activities: Developing magnet programs
Designing - new programs as a result of grants, awards, or school district goals.
District curriculum committees.
Study Hall Tutorial (SB 813)
Homework Center Tutorial

RATE: \$25.00 per hour

5.2 Staff Development Participant: Employee is required to attend the inservice that occurs beyond the school year/day.

Activities: Desegregation staff development
Conferences or staff development required by the school/district and paid for by the program that imposes the requirement.

RATE: Current short term substitute rate of pay per day or 1/2 current short term substitute rate of pay per 1/2 day (3 hours or less)

VI. MISCELLANEOUS

- | | | |
|-----|-----------------------|---|
| 6.1 | Driver Training | 22.82 per hour |
| 6.2 | Home/Hospital Teacher | 24.63 per hour |
| 6.3 | Mileage | 0.325 per mile (or the administrators' rate if greater) |
| 6.4 | Science Camp | 58.97 per night |

VII. New Ancillary activities shall be placed in a mutually agreeable section.

APPENDIX H

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. existent class size and
2. the least disruptive situation that will still afford the student the best educational program available.

APPENDIX I

TASKS FOR VOLUNTEERS

I. Prerequisites for Volunteers

1. The sign "Nurse" on the door in the school office shall be replaced with "Health Office."
2. Parent volunteers shall wear name tags to identify themselves. Name tag to state "Parent Volunteer - _____."
3. Every volunteer who works directly with students shall be certified in First Aid and CPR by the Red Cross.
4. Every volunteer shall follow the District manual for "Safety, First Aid, Disaster Preparedness." This manual shall be updated with input from District school nurses.
5. The volunteers in the Health Offices in the school shall receive directions and general supervision for health service activities from the District school nurses.
6. The volunteers in the Health Offices are not responsible for any health records. Health records shall not be available for volunteers. The volunteers shall not be responsible for vision, hearing, and scoliosis screening recording as well as for performing clerical duties required by the policy on free and reduced-priced meals programs.

II. Tasks for Volunteers—under the supervision of the District school nurse:

1. work within the framework of school law, District policy and medical ethics.
2. know school nurse's schedule and activities (master calendar).
3. perform Health Office tasks as directed.
4. mail forms as requested.
5. distribute written notices as directed, e.g. communicable disease.
6. file signed parent consent letters for the fluoride rinse program.
7. maintain list of participants for the fluoride rinse program.
8. perform tasks associated with the immunization program.
9. maintain a log of all students who come to the health office.
10. administer minor first aid in the health office under the supervision of District school nurse. Volunteers shall have completed the current Red Cross 8-hour multimedia first aid course and CPR certificate.
11. volunteers shall not make accident reports.
12. maintain sanitary, clean, and attractive health office environment.
13. send for new materials as directed.
14. shall assist in pediculosis screening.
15. may contact parents when children are ill or may need to go home.

| | | |
|--|---|--------------|
| SAN JOSE UNIFIED SCHOOL DISTRICT 1603 PARK AVENUE SAN JOSE, CALIFORNIA 95128 | | |
| NAME OF COACH _____ | COACHES EVALUATION FORM | DATE _____ |
| SPORT ASSIGNMENT & LEVEL _____ | | SCHOOL _____ |
| Number of years coaching in this assignment _____ | Number of years coaching in San Jose Unified _____ | |
| 1 = EFFECTIVE 2 = AREA FOR DISCUSSION 3 = UNSATISFACTORY 4 = NON APPLICABLE | | |
| PROFESSIONAL AND PERSONAL RELATIONSHIPS Fill In Most Appropriate # | PROFESSIONAL RESPONSIBILITIES Fill In Most Appropriate # | |
| 1. Cooperates with Athletic Director and Principal/Deputy in all required areas. <input type="checkbox"/> | 1. Promotes all sports in the athletic program attempting to foster school spirit. <input type="checkbox"/> | |
| 2. Follows policy in Athletic Handbook and meets all criteria as outlined in job description. <input type="checkbox"/> | 2. Develops integrity within the coaching staff and works to make better coaches. <input type="checkbox"/> | |
| 3. Provides training rules to team members in writing and follows procedures. <input type="checkbox"/> | 3. Is fair, understanding, tolerant, sympathetic and patient with team members. <input type="checkbox"/> | |
| 4. Is appropriately dressed at the practice and games. <input type="checkbox"/> | 4. Is innovative using new coaching techniques and ideas in addition to sound, already proven methods of coaching. <input type="checkbox"/> | |
| 5. Attends and participates in meetings and other activities to improve coaching performance and necessary to the welfare of the Athletic Department. <input type="checkbox"/> | 5. Provides leadership and attitudes that produce positive efforts by participants. <input type="checkbox"/> | |
| 6. Maintains a professional relationship with news media, Booster Club and interested Spectators. <input type="checkbox"/> | 6. Knows the medical aspects of the position, including first aid, CPR, injury policies, working with team doctor and/or trainer. <input type="checkbox"/> | |
| 7. Understands and follows rules and regulations set forth by all agencies: Board of Education, League, Central Coast & C.F. <input type="checkbox"/> | 7. Delegates authority with responsibility while remaining accountable for such delegations. <input type="checkbox"/> | |
| 8. Participates in parent's night, banquets, award nights, pep assemblies and writes letters to colleges regarding players. <input type="checkbox"/> | 8. Provides an atmosphere of cooperation in being receptive to suggestions and giving credit to those responsible for success. <input type="checkbox"/> | |
| 9. Maintains suitable sideline conduct at games towards players, officials and other workers. <input type="checkbox"/> | 9. Uses all possible ethical means of motivation, emphasizes values of competing attitudes, acceptable personal behavior, decision-making and lasting values to each person. <input type="checkbox"/> | |
| 10. Maintains a professional relationship with other teachers, coaches, and administrators. <input type="checkbox"/> | 10. Mentions and supports students academic progress. <input type="checkbox"/> | |
| COACHING PERFORMANCE | | |
| 1. Provides proper supervision of locker, weight and training room(s). <input type="checkbox"/> | RELATED COACHING RESPONSIBILITIES | |
| 2. Is well versed and knowledgeable in matters pertaining to the sport. <input type="checkbox"/> | 1. Accountable for the care of equipment, including issue, collection, inventory and storage. <input type="checkbox"/> | |
| 3. Develops a well organized practice schedule. <input type="checkbox"/> | 2. Is cooperative in preparation of non-league scheduling and securing officials. <input type="checkbox"/> | |
| 4. Establishes the fundamental philosophy, skills and techniques to be taught by the staff. <input type="checkbox"/> | 3. Is cooperative in sharing facilities. <input type="checkbox"/> | |
| 5. Holds periodic staff meetings to implement items included those mentioned in Coaching Performance numbers 2 through 6. <input type="checkbox"/> | 4. Encourages all potential athletes to participate in the sport provided they aren't involved in another sport at the same time during that particular season. <input type="checkbox"/> | |
| 6. Performance is consistent with quality of athletes available. <input type="checkbox"/> | 5. Operates sport within the approved budget. <input type="checkbox"/> | |
| <input type="checkbox"/> SUMMARY - SEE REVERSE SIDE <input type="checkbox"/> PHASE II RECOMMENDED - SEE REVERSE SIDE | | |

EVALUATOR'S EXPLANATION OF ALL UNSATISFACTORY RATINGS

SUMMARY:

RECOMMENDATION(S):

CHECK APPROPRIATE BOX(S)

- SUCCESSFUL: To be recommended for contract renewal
- NEEDS IMPROVEMENT: To be recommended for contract renewal, provided an understanding can be reached in areas where improvement is suggested
- UNSATISFACTORY: To be recommended for non-renewal of contract

Evaluator's Signature and Position Date

Coach's Signature Date

SAN JOSE UNIFIED SCHOOL DISTRICT 1000 PARK AVENUE SAN JOSE, CALIFORNIA 95128

**SAN JOSE UNIFIED SCHOOL DISTRICT
PARS SRP - MEDICAL RETIREMENT PLAN**

| | YEAR 1 | YEAR 2 | YEAR 3 | YEAR 4 | YEAR 5 | 6 Year Total | 7 Year Total |
|------------------------------------|-----------|-----------|-----------|-----------|-----------|--------------|--------------|
| Active Payees - Enrol. Costs | 19,693 | 19,693 | 19,693 | 19,693 | 19,693 | 117,558 | 136,850 |
| Compensation Disburse | 21,747 | 22,850 | 21,931 | 20,988 | 20,023 | 108,540 | 124,367 |
| Yearly Compensation | 21,875 | 22,978 | 21,024 | 19,165 | 18,206 | 103,248 | 118,812 |
| Retiree Fringe Benefit | 4,973 | 4,973 | 4,973 | 4,973 | 4,973 | 29,838 | 34,806 |
| Total Cost | 5,620 | 4,930 | 5,620 | 5,620 | 5,620 | 27,000 | 31,972 |
| Enrol. Med Savings per Retiree | 10,483 | 10,483 | 10,483 | 10,483 | 10,483 | 62,898 | 72,975 |
| Retiree Employees | 121 | 121 | 121 | 121 | 121 | 726 | 847 |
| Annual Medical Addition | 1,493,734 | 1,493,734 | 1,493,734 | 1,493,734 | 1,493,734 | 8,960,402 | 10,387,282 |
| Net | 648,875 | 647,264 | 644,273 | 640,719 | 637,673 | 3,818,862 | 4,437,548 |
| Non Medical Separation Day Teacher | 1,034,059 | 847,944 | 653,716 | 788,282 | 678,547 | 4,287,548 | 5,054,677 |
| Yearly Compensation | 5 | 5 | 5 | 5 | 5 | 30 | 35 |
| Total Cost | 4,973 | 4,973 | 4,973 | 4,973 | 4,973 | 29,838 | 34,806 |
| Current Savings | 1,008,184 | 853,069 | 634,851 | 744,287 | 651,862 | 4,163,224 | 4,872,960 |
| Retiree Current Set Up | 67,819 | 34,084 | 34,084 | 34,089 | 34,088 | 204,647 | 241,647 |
| Net Savings | 940,365 | 818,985 | 600,767 | 710,200 | 617,774 | 3,958,577 | 4,631,313 |
| Annual Savings 12/31/94 | 791,715 | 791,715 | 791,715 | 791,715 | 791,715 | 4,750,275 | 5,541,777 |

Aggregate Annual Savings

| YEAR | 1 | 2 | 3 | 4 | 5 |
|------------------------|-----------|-----------|-----------|-----------|-----------|
| Net Savings | 1,493,734 | 1,493,734 | 1,493,734 | 1,493,734 | 1,493,734 |
| Current Savings | 1,008,184 | 853,069 | 634,851 | 744,287 | 651,862 |
| Retiree Current Set Up | 67,819 | 34,084 | 34,084 | 34,089 | 34,088 |
| Net | 1,493,734 | 1,493,734 | 1,493,734 | 1,493,734 | 1,493,734 |

| YEAR | 1 | 2 | 3 | 4 | 5 |
|------------------------|-----------|-----------|-----------|-----------|-----------|
| Net Savings | 1,493,734 | 1,493,734 | 1,493,734 | 1,493,734 | 1,493,734 |
| Current Savings | 1,008,184 | 853,069 | 634,851 | 744,287 | 651,862 |
| Retiree Current Set Up | 67,819 | 34,084 | 34,084 | 34,089 | 34,088 |
| Net | 1,493,734 | 1,493,734 | 1,493,734 | 1,493,734 | 1,493,734 |

APPENDIX L

44014 Report of assault by pupil against school employee; failure a misdemeanor

(a) Whenever any employee of a school district or of the office of a county superintendent of schools is attacked, assaulted, or menaced, by any pupil, it shall be the duty of such employee, and the duty of any person under whose direction or supervision such employee is employed in the public school system who has knowledge of such incident, to promptly report the same to the appropriate law enforcement authorities of the county or city in which the same occurred. Failure to make such report shall be a misdemeanor punishable by a fine of not more than two hundred dollars (\$200).

(b) Compliance with school district governing board procedures relating to the reporting of, or facilitation of reporting of, the incidents specified in subdivision (a) shall not exempt a person under a duty to make the report prescribed by subdivision (a) from making a report.

(c) A member of the governing board of a school district, a county superintendent of schools, or an employee of any school district or the office of any county superintendent of schools, shall not directly or indirectly inhibit or impede the making of the report prescribed by subdivision (a) by a person under a duty to make such report. Such an act to inhibit or impede the making of such report shall be a misdemeanor, and shall be punishable by a fine of not less than one hundred dollars (\$100) or more than two hundred dollars (\$200).

(d) Neither the governing board of a school district, a member of the governing board, a county superintendent of schools, nor an employee of a school district or of the office of any county superintendent of schools shall impose any sanctions against a person under a duty to make the report prescribed by subdivision (a) for making such a report.

48900 Grounds for suspension or expulsion; legislative intent

A pupil shall not be suspended from school or recommended for expulsion unless the superintendent or the principal of the school in which the pupil is enrolled determines the pupil has:

(a) Caused, attempted to cause, or threatened to cause physical injury to another person.

(b) Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object unless, in the case of possession of any object of this type, the pupil had obtained written permission to possess the item from a certificated school employee, which is concurred in by the principal or the designee of the principal.

(c) Unlawfully possessed, used, sold, or otherwise furnished, or been under the influence of any controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind.

(d) Unlawfully offered, arranged, or negotiated to sell any controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind, and then either sold, delivered, or otherwise furnished to any person another liquid, substance, or material and represented the liquid, substance, or material as a controlled substance, alcoholic beverage, or intoxicant.

(e) Committed or attempted to commit robbery or extortion.

(f) Caused or attempted to cause damage to school property or private property.

(g) Stolen or attempted to steal school property or private property.

(h) Possessed or used tobacco, or any products containing tobacco or nicotine products, including, but not limited to, cigarettes, cigars, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel. However, this section does not prohibit use or possession by a pupil of his or her own prescription products.

(i) Committed an obscene act or engaged in habitual profanity or vulgarity.

(j) Had unlawful possession of, or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Section 11014.5 of the Health and Safety Code.

(k) Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, school officials, or other school personnel engaged in the performance of their duties.

(l) Knowingly received stolen school property or private property. No pupil shall be suspended or expelled for any of the acts enumerated unless that act is related to school activity or school attendance occurring within a school under the jurisdiction of the superintendent or principal or occurring within any other school district. A pupil may be suspended or expelled for acts that are enumerated in this section and related to school activity or attendance that occur at any time, including, but not limited to, any of the following:

(1) While on school grounds.

(2) While going to or coming from school.

(3) During the lunch period whether on or off the campus.

(4) During or while going to or coming from, a school sponsored activity.

It is the intent of the Legislature that alternatives to suspensions or expulsion be imposed against any pupil who is truant, tardy, or otherwise absent from school activities.

48900.3 Hate violence

In addition to the reasons specified in Sections 48900 and 48900.2, a pupil in any of grades 4 to 12, inclusive, may be suspended from school or recommended for expulsion if the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has caused, attempted to cause, threatened to cause, or participated in an act of, hate violence, as defined in subdivision (e) of Section 33032.5.

48900.4 Additional grounds for suspension or expulsion; harassment, threats, or intimidation

In addition to the grounds specified in Sections 48900 and 48900.2, a pupil enrolled in any of grades 4 to 12, inclusive, may be suspended from school or recommended for expulsion if the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has intentionally engaged in harassment, threats, or intimidation, directed against a pupil or group of pupils, that is sufficiently severe or pervasive to have the actual and reasonably expected

effect of materially disrupting classwork, creating substantial disorder, and invading the rights of that pupil or group of pupils by creating an intimidating or hostile educational environment.

48900.6 Community service on school grounds during nonschool hours; alternative disciplinary action

Instead of disciplinary action prescribed by this article, the principal of a school, the principal's designee, or the superintendent of schools, at his or her discretion, may require a pupil to perform community service on school grounds during nonschool hours. For the purposes of this section "community service" may include, but is not limited to, work performed on school grounds in the areas of outdoor beautification, campus betterment, and teacher or peer assistance programs. This section shall not apply to instances where suspension or expulsion is required by this article.

49079 Notification to teacher of pupils whose actions are grounds for suspension or expulsion; liability for disclosure of information; offense; punishment

(a) A school district shall inform the teacher of each pupil who has engaged in, or is reasonably suspected to have engaged in, any of the acts described in any of the subdivisions, except subdivision (h), of section 48900. The district shall provide the information to the teacher based upon any records that the district maintains in its ordinary course of business, or receives from a law enforcement agency, regarding a pupil described in this section.

(b) A school district, or school district officer or employee, is not civilly or criminally liable for providing information under this section unless it is proven that the information was false and that the district or district officer or employee knew that the information was false, or was made with a reckless disregard for the truth or falsity of the information provided.

(c) An officer or employee of a school district who knowingly fails to provide information about a pupil who has engaged in, or who is reasonably suspected to have engaged in, the acts referred to in subdivision (a), is guilty of a misdemeanor, which is punishable by confinement in the county jail for a period not to exceed six months, or by a fine not to exceed one thousand dollars (\$1,000), or both.

(d) For the 1994-95 school year, the information provided shall be from the previous two school years. For the 1996-97 school year and each school year thereafter, the information provided shall be from the previous three school years.

(e) Any information received by a teacher pursuant to this section shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher.

APPENDIX M

11167 Report; contents; confidentiality of identity of persons reporting

(a) A telephone report of a known or suspected instance of a child abuse shall include the name of the person making the report, the name of the child, the present location of the child, the nature and extent of the injury, and any other information, including information that led that person to suspect child abuse, requested by the child protective agency.

(b) Information relevant to the incident of child abuse may also be given to an investigator from a child protective agency who is investigating the known or suspected case of child abuse.

(c) Information relevant to the incident of child abuse may be given to the licensing agency when it is investigating a known or suspected case of child abuse, including the investigation report, and other pertinent materials.

(d) The identity of all persons who report under this article shall be confidential and disclosed only between child protective agencies, or to counsel representing a child protective agency, or to the district attorney in a criminal prosecution or in an action initiated under Section 602 of the Welfare and Institutions Code arising from alleged child abuse, or to counsel appointed pursuant to Section 318 of the Welfare and Institutions Code, or to 232 of the Civil Code or Section 300 of the Welfare and Institutions Code, or to a licensing agency when abuse in out-of-home care is reasonably suspected or when those persons waive confidentiality, or by court order.

No agency or person listed in this subdivision shall disclose the identity of any person who reports under this article to that person's employer, except with the employee's consent or by court order.

(e) Persons who may report pursuant to subdivision (d) of Section 11166 are not required to include their names.

11167.5 Confidentiality of reports; violations; disclosure

(a) The reports required by Sections 11166 and 11166.2 shall be confidential and may be disclosed only as provided in subdivision (b). Any violation of the confidentiality provided by this article shall be a misdemeanor punishable by up to six months in jail or by a fine of five hundred dollars (\$500) or by both.

(b) Reports of suspected child abuse and information contained therein may be disclosed only to the following:

- (1) Persons or agencies to whom disclosure of the identity of the reporting party is permitted under Section 11167.
- (2) Persons or agencies to whom disclosure of information is permitted under subdivision (b) of Section 11170.
- (3) Persons or agencies with whom investigations of child abuse are coordinated under the regulations promulgated under Section 11174.
- (4) Multidisciplinary personnel teams as defined in subdivision (d) of Section 18951 of the Welfare and Institutions Code.
- (5) Persons or agencies responsible for the licensing of facilities which care for children, as specified in Section 11165.7.

(6) The State Department of Social Services or any county licensing agency which has contracted with the state, as specified in paragraph (3) of subdivision (b) of Section 11170, when an individual has applied for a community care license or child day care license, or for employment in an out-of-home care facility, or when a complaint alleges child abuse by an operator or employee of an out-of-home care facility.

(7) Hospital scan teams. As used in this paragraph, "hospital scan team" means a team of three or more persons established by a hospital, or two or more hospitals in the same county, consisting of health care professionals and representatives of law enforcement and child protective services, the members of which are engaged in the identification of child abuse. The disclosure authorized by this section includes disclosure among hospital scan teams located in the same county.

(8) Coroners and medical examiners when conducting a postmortem examination of a child.

(9) The Board of Prison Terms may subpoena reports that (A) are not unfounded, pursuant to Section 11165.12, and (B) concern only the current incidents upon which parole revocation proceedings are pending against a parolee charged with child abuse. The reports and information shall be confidential pursuant to subdivision (d) of Section 11167.

(c) Nothing in this section shall be interpreted to require the Department of Justice to disclose information contained in records maintained under Section 11169 or under the regulations promulgated pursuant to Section 11174, except as otherwise provided in this article.

(d) This section shall not be interpreted to allow disclosure of any reports or records relevant to the reports of child abuse if the disclosure would be prohibited by any other provisions of state or federal law applicable to the reports or records relevant to the reports of child abuse.

APPENDIX N

44918 Substitute or temporary employee deemed probationary employee; reemployment rights.

(a) Any employee classified as a substitute or temporary employee, who serves during one school year for at least 75 percent of the number of days the regular schools of the district were maintained in that school year and has performed the duties normally required of a certificated employee of the school district, shall be deemed to have served a complete school year as a probationary employee if employed as a probationary employee for the following school year.

(b) Any such employee shall be reemployed for the following school year to fill any vacant positions in the school district unless the employee has been released pursuant to subdivision (b) of Section 44954.

(c) If an employee was released pursuant to subdivision (b) of Section 44954 and has nevertheless been retained as a temporary or substitute employee by the district for two consecutive years and that employee has served for at least 75 percent of the number of days the regular schools of the district were maintained in each school year and has performed the duties normally required of a certificated employee of the school district, that employee shall receive first priority if the district fills a vacant position, at the grade level at which the employee served during either of the two years for the subsequent school year. In the case of a departmentalized program, the employee shall have taught in the subject matter in which the vacant position occurs.

(d) Those employees classified as substitutes, and who are employed to serve in an on-call status to replace absent regular employees on a day-to-day basis shall not be entitled to the benefits of this section.

(e) Permanent and probationary employees subject to a reduction in force pursuant to Section 44955 shall, during the period of preferred right to reappointment, have prior rights to any vacant position in which they are qualified to serve superior to those rights hereunder afforded to temporary and substitute personnel who have become probationary employees pursuant to this section.

(f) This section shall not apply to any school district in which the average daily attendance is in excess of 400,000.

APPENDIX O
MENTOR PROGRAM FRAMEWORK

Governing Board

The San Jose Unified School District Board of Education shall be the governing board to approve all policies of the Mentor Program in accordance with state legislative guidelines and the Collective Bargaining Agreement with the San Jose Teachers Association.

Resolution of Concerns

The first level of addressing concerns related to the Mentor Program shall be brought to the Mentor Teacher Facilitator to whom the Mentor/Mentee is assigned.

At the second level, concerns may be brought directly to the Mentor Program Committee by any certificated employee. Article 26500 (Evaluation) of the Collective Bargaining Agreement shall apply when deemed necessary by the Mentor Program Committee.

Concerns not resolved at the Mentor Program Committee level shall be referred to the Contract Advisory Committee (CAC) for resolution. The San Jose Unified School District's Contract Advisory Committee shall have final jurisdiction to resolve concerns dealing with the Mentor Program.

This committee is defined by the Collective Bargaining Agreement to be comprised of the San Jose Unified School District Superintendent, Director of Human Resources, the President of the San Jose Teachers Association, and the San Jose Teachers Association Executive Director, or designees of the above.

COMPONENTS OF THE MENTOR PROGRAM

| | | |
|-------|---|------|
| I. | The Mentor Program Committee | |
| A. | Role and Responsibilities | 0.2 |
| B. | Selection Procedure | 0.3 |
| II. | The Mentor Program Committee Chairperson | |
| A. | Role and Responsibilities | 0.3 |
| B. | Selection Procedure | 0.4 |
| III. | The Administrative Support Person | |
| A. | Role and Responsibilities | 0.4 |
| B. | Selection Procedure | 0.5 |
| IV. | Mentor Program Facilitators | |
| A. | Role and Responsibilities | 0.5 |
| B. | Selection Procedure | 0.6 |
| V. | Teacher Mentors | |
| A. | Role and Responsibilities | 0.6 |
| B. | Selection Procedure | 0.8 |
| VI. | Site Specialist Mentor | |
| A. | Role and Responsibilities | 0.9 |
| B. | Selection Procedure | 0.10 |
| VII. | Timeline for Mentor Program Implementation | 0.11 |
| VIII. | Training Component | 0.12 |
| A. | Facilitators | |
| B. | Mentor Teachers and Site Specialist Mentors | |
| C. | Mentor Program Committee | |
| IX. | Title V, Chapter 3, Mentor Teacher Program | |
| | Detailed Analysis | 0.13 |

I. MENTOR PROGRAM COMMITTEE

A. Roles and Responsibilities

1. The Mentor Program Committee shall determine the types and number of mentorships. The mentorships shall reflect the state allocations and the District needs. Duties of the Mentor Program Committee are outlined in the Collective Bargaining Agreement, Articles 26260 through 26264.2.
2. The Mentor Program Committee shall advertise available mentorships and hold informational meetings for interested teachers. These meetings shall include, but are not limited to:
 - Explanation of the intent and purpose of the Mentor Program.
 - Description of the roles and responsibilities of a Mentor.
 - Discussion of a model, or prototype of an application for mentorship, so applicants will understand what the committee will be looking for
 - Explanation of the role of the Mentor Program Committee.
 - Outline of the Mentor Selection Process.
 - Distribution of the applications and timeline requirements.
 - Review of State mandates restricting the number of mentorships.
 - Review of the job requirements for a mentorship, including the minimum background requirements.
3. The Mentor Program Committee shall paper screen applications through a procedure of "blind" screening. The classified secretary to the Mentor Program Committee shall screen all applications for minimum background requirements. The Committee will score the applications according to the mentor selection process as outlined in Sections V and VI of the Framework.
4. The Mentor Program Committee shall establish a process for determining the "exemplary teaching ability" of prospective applicants to the program. The Committee shall conduct interviews and/or site visitations, followed by the applicant notification of acceptance or non-acceptance.
5. The Mentor Program Committee is also responsible for developing and publishing guidelines for the Mentor Program expenditures in accordance with District accounting procedures.
6. The Mentor Program Committee shall elect a Mentor Program Committee chairperson according to the procedure outlined in Section II. B. of the Framework, Selection of Committee Chair.
7. The Committee shall meet monthly, or as necessary, to monitor the mentorships, prepare, approve, and distribute all communications from the Mentor Program Committee, and set a yearly timeline for program implementation.
8. Other responsibilities of the Mentor Program Committee include:
 - Mediating program or individual concerns as outlined in the Resolution of Concerns section of this Framework

- Recommending mentorship appointments for approval by the Governing Board
- Reviewing the Framework, (revising or modifying with approval of the Contract Advisory Committee. Any changes in Contract language in the Negotiated Agreement are subject to the Contract ratification process.)
- Working collaboratively with the Administrative Support Person in accordance with the job description of the Mentor Program chairperson and Administrative Support Person
- Directing the Classified Program Secretary
- Networking with Mentor Programs throughout the State
- Communicating with appropriate District personnel
- Determining a cut-off point for mentor applicants' scores based on the number of mentorships available

B. Selection Procedure

1. Selection of the Mentor Program Committee shall conform to the Contract language, Articles 26200 through 26252 of the Collective Bargaining Agreement between the San Jose Unified School District and the San Jose Teachers Association.

2. There shall be a term limit of two consecutive terms, or four years maximum consecutive service for both teachers and administrators. Administrators shall follow an election procedure which conforms to the Contract language, Articles 26200 through 26252 of the Collective Bargaining Agreement between the San Jose Unified School District and the San Jose Teachers Association.

II. MENTOR PROGRAM COMMITTEE CHAIRPERSON

A. Role and Responsibilities

1. The Chairperson will chair the Mentor Program Committee meetings. The Chair shall set the place and time for the meetings with input from the Mentor Program Committee. The Chair shall set the agenda for the meetings with input from the Mentor Program Committee, Administrative Support Person, and/or Mentor Facilitators. The Chair shall conduct the meetings and ensure that minutes of the meetings are taken, reviewed, and posted for all mentor Program Committee members.

2. The Chair shall represent the consensus of the mentor Program Committee. The Chair will report to the SJUSD Board of Education, SJTA Board of Directors, or the SJTA Representative Council when appropriate, or upon request.

3. The Chair shall review for approval all mentor communications, prior to distribution, to ensure that the intent of the Mentor Program Committee is represented. The Chair will serve as an ex officio member of subcommittees to ensure that input from the subcommittees is reported to the Mentor Program Committee by attending meetings and/or by reporting the minutes

of the subcommittees.

4. The Chair will ensure mentorship accountability by providing the Mentor Program Committee with enough information to appropriately select and approve mentor projects/positions in accordance with established timeliness.

5. The Chair shall ensure that final mentor projects or reports are brought before the Mentor Program Committee for review and approval in accordance with established timeliness.

B. Selection Procedure

1. The Chair will be selected by the Mentor Program Committee from the teacher representatives elected to that committee.

2. The term of office shall be one year, with a limit of two consecutive terms.

III. ADMINISTRATIVE SUPPORT PERSON

A. Role and Responsibilities

1. The Administrative Support Person shall facilitate and/or make reports to the Mentor Program Committee meetings upon request, and will confer and communicate with the Chairperson and/or Mentor Program Committee to set agendas and assist with mentor communications.

2. The Administrative Support Person shall ensure that the contract language of the Collective Bargaining Agreement and the regulations of the Title 5, Chapter 3 Mentor Teacher Program are followed.

3. The Administrative Support Person will report to the San Jose Administrators Association and the SJUSD Board of Education as appropriate.

4. The Administrative Support Person will work with the Mentor Program Committee Classified Secretary to assist with the communications of the Committee, and will maintain the fiscal records of the Mentor Program Committee, acting as budget control for mentor expenditures within established guidelines.

5. The Administrative Support Person shall research and provide information from the District level to the Committee to aid the Mentor Program Committee decision-making processes.

6. The Administrative Support Person will review the minutes of the Mentor Program Committee meetings taken by the Classified Secretary and ensure attendance of a secretary to take minutes and roll at each Mentor Program Committee meeting, ensure that the secretary will distribute minutes of each Mentor Program Committee meeting to the appropriate parties, and ensure that the secretary keeps a file of all communications of the Mentor Program Committee.

7. The Administrative Support Person shall verify, upon request of the Mentor Program Committee, that the statutory criteria for qualifications for mentorships have been met.

8. The Administrative Support Person, under the direction of the Associate

Superintendent of Educational Services, and with the consent of the Mentor Program Committee Chairperson shall ensure that a classified secretarial position to the Mentor Program Committee shall be filled. Every effort shall be made by the District to ensure that the secretarial position shall be an assigned, full-time position which is not filled by members-at-large from the secretarial pool or by a part-time employee.

B. Selection Procedure

1. The Administrative Support Person shall be appointed by the Associate Superintendent of Educational Services, subject to ratification by the Superintendent. The appointment is to be made annually subject to an evaluation by the Associate Superintendent of Educational Services and the Superintendent of SJUSD.
2. The Administrative Support Person is not an elected position. The position does not have a voting seat on the Mentor Program Committee.

IV. MENTOR PROGRAM FACILITATORS

A. Role and Responsibilities

1. The Mentor Program Facilitator activities must fall within the goals established by the San Jose Unified School District Board of Education:
 - Improve levels of success and achievement for all students.
 - Improve respect and esteem for self and others, including students, staff and community.
 - Employ, support, and recognize quality personnel.
2. The Facilitators shall meet periodically with site administrators, faculty representatives and appropriate mentor(s).
3. The Facilitators will meet monthly and individually with the mentors to review the mentor project goals, staff development timeline, budget guidelines, and to provide training opportunities and problem-solving sessions as necessary.
4. The Facilitators will collect the mentor teacher logs by the fifth working day of the school month. The logs will be kept for use in the End-of-Project documentation.
5. Facilitators will provide assistance in locating resources for the mentor teachers.
6. Each Facilitator shall write an End-of-the-Year Report to the Mentor Program Committee which will consist of:
 - a. Mentor caseload list
 - b. Summary of services provided as documented by a log, budget reports, sign-in sheets and meeting agendas, and other pertinent information
 - c. Commendations or recommendations for program improvement and/or modifications
7. Facilitators shall keep a standardized sign-in sheet for meetings, which will be attached to the facilitator's monthly log.
8. Facilitators shall meet quarterly with the Mentor Program Committee to report

on the progress of the program implementation.

9. Facilitators will plan and present the Mentor Teacher Institutes and shall participate in at least one staff development inservice.

10. Facilitators shall work with the Staff Development Department to coordinate, plan, and present the New Teacher Orientation and the New Teacher Series in the Fall and Spring.

11. Facilitators shall participate in a minimum of one professional development inservice to improve their skills as a Mentor Facilitator.

12. A minimum requirement of 100 hours will be logged by each Facilitator, with the understanding that services will continue through the last day of the regular school year. This may require more than 100 hours of service.

13. Expenditures by each Facilitator in excess of \$1,000* for the 1998-99 school year, or in excess of the amount established yearly, will be charged against the Mentor Teacher stipend as set by the State. The 1998-99 stipend has been set at \$4,312.

(*Numbers are subject to annual change)

B. Selection Procedure

1. Facilitators will have had previous mentor experience and may serve a three-year term subject to Contract language in Articles 26510, 26511, and 26512 in the Collective Bargaining Agreement. Facilitators may reapply annually at the end of the three-year term, and serve a limit of six consecutive years.

2. Facilitators shall be selected through the process outlined in Section V. B. of the Framework, Teacher Mentors.

V. TEACHER MENTORS

A. Role and Responsibilities

1. Teacher Mentor activities must fall within these goals established by the San Jose Unified School District Board of Education:

Improve levels of success and achievement for all students.

Improve respect and esteem for self and others, including students, staff, and community.

Employ, support, and recognize quality personnel.

2. Teacher Mentors shall develop an action plan with each mentee to meet their individual needs. A mentee is defined as:

a. any teacher new to the teaching profession and who has applied for mentor services

b. a teacher who has received a change of assignment within the District. These mentees will be assigned as caseloads allow.

3. Teacher Mentors shall provide inspiration, encouragement, and a supportive attitude for teachers in need. They shall assist in the orientation of new teachers to the District and participate in training sessions for the Teacher Mentors. They

shall provide subject area assistance and assistance in classroom management skills for their mentees. The Teacher Mentors shall observe lessons by mentees and provide feedback through peer coaching techniques. They shall further assist the mentee by presenting model lessons in the mentor's classroom for observation by the mentee. The Teacher Mentors shall assist the mentee in developing lessons and selecting appropriate teaching strategies, in selecting and procuring materials, and in solving work-related concerns. They shall also provide training sessions for the mentees.

4. The Teacher Mentors shall submit a timeline for implementation of the action plan to the designated facilitator and attend monthly meetings with a facilitator for training and collegial sharing of information about activities. Teacher Mentors shall document all contacts and preparations on the monthly logs, have all personal contacts by the mentor and mentee initialed on the log by the mentee, and submit the monthly logs and budget information to a designated facilitator.

5. Expenditures in excess of \$1,000 for the 1998-99 school year will be charged against the \$4,186* stipend allowed each mentor for that school year.

(*Numbers are subject to annual change)

B. Selection Procedure

1. The term of service for Teacher Mentors shall be a three-year term subject to the Contract language in Articles 26510, 26511, and 26512 in the Collective Bargaining Agreement. Mentors may reapply annually at the end of the three-year term, for a limit of six years of consecutive service in a designated position.

2. The selection procedure for both Teacher Mentors and Facilitators shall be:

a. The applicant shall complete the appropriate application packet, which includes 2 recommendation forms, in accordance with the guidelines described at the informational meeting.

b. The applicant shall deliver the completed application to the Mentor Program Committee's classified secretary by the stated deadline either in person or electronically as long as the delivery can be verified by a date/time stamp.

c. The classified secretary shall screen each application for the minimum background requirements as indicated in the State Legislative guidelines and the Collective Bargaining Agreement.

d. No one in Phase II of the evaluation process can be a mentor.

e. The Mentor Program Committee shall score applications on a point system. Scores shall be averaged by the number of people on the Mentor Program Committee. Applications shall be scored at five points maximum possible on each question.

f. The applicants shall be selected to be interviewed based on the scores.

g. The interviews shall be held with the applicants' responses scored on a five point per question system. The scores will be averaged as outlined above.

h. The scores of the interview and the application packet shall be averaged.

i. Upon receipt of the letter verifying that a teacher has been selected to

serve as a mentor, the teacher will sign a Mentor Agreement form that delineates the mentor's responsibilities within the program.

j. The Mentors and an alternate pool shall be determined and recommended for approval by the Governing Board of the San Jose Unified School District.

VII. TIMELINE FOR MENTOR PROGRAM IMPLEMENTATION

- November: District and sites determine needs for new teacher support
- December: New Teacher Program Catalogue is published and disseminated to the sites
- February: Informational meetings shall be held.
Applications shall be distributed at the meetings and at school sites.
All openings shall be posted.
Positions of Facilitators and Teacher Mentors shall be advertised through a flyer distribution at all school sites. The flyer will advertise for the positions of Facilitators and Teacher Mentors, list the date of the District-wide Informational Meetings, and the date of availability of the applications for the positions. The applications shall be available at the Informational Meeting, or can be obtained from the site administrator, SJTA Faculty Representative, or the Mentor Program Committee classified secretary.
- March: All applications must be returned.
- April: All applications shall be screened by the Mentor Program Committee classified secretary and scored by the Mentor Program Committee.
The Mentor Program Committee shall set up and conduct interviews or observations.
All applicants shall be notified by the Mentor Program Committee of their acceptance or non-acceptance. New Mentors will sign a Mentor Agreement form that specifies the Mentor Program requirements.
- May: The list of Mentors, Facilitators, and the Mentor Pool shall be formulated.
The new candidates to the New Teacher Mentor Program shall receive an orientation to the Mentor Program.
- August: The Mentor Program Committee shall receive an orientation to the Mentor Program.
The Mentor Program Committee shall review and approve the training of mentors.

CHAPTER 3. MENTOR TEACHER PROGRAM

DETAILED ANALYSIS

Section

- 11250 District Participation in the Mentor Teacher Program
- 11251 Establishment of Selection Committees
- 11252 Application of Individual Teachers for Mentor Teacher Designation
- 11253 Review of Applications and Nominations by the Selection Committees
- 11254 Review of Nominees and Designation of Mentor Teachers by the Governing Boards
- 11255 Renomination as Mentor Teacher
- 11256 Duties and Responsibilities of Mentor Teachers
- 11257 Duration of Mentor Teacher Designation

11250. District Participation in the Mentor Teacher Program

(a) Each school district governing board wishing to participate in the Mentor Teacher Program shall adopt a resolution at a public meeting, setting forth the goals, purposes, and planned operation of the district's mentor program and evidencing the board's having considered including parents, pupils, or other public representatives in the selective process.

(b) Applications by school districts for participation in the Mentor Teacher Program will be accepted by the State Department of Education only if planned mentor activities as stated in the resolution specified in subdivision (a) and appended to the district's application are consistent with those set out in Education Code Section 44496.

NOTE: Authority cited: Section 44491(a), Education Code. Reference: Sections 44492(d), 44492.5, 44495(a), 44496, Education Code.

HISTORY:

1. New Chapter 3 (Sections 11250-11257) filed 3.26-84; effective thirtieth day thereafter (Register 84, No. 13). For prior history, see Registers 77, No. 39; 71, No. 30, and 69, No. 51.

11251. Establishment of Selection Committees

(a) A school district may have more than one selection committee so as to nominate candidates on an individual site, program area, subject area, or other alternative basis.

(b) One more than 50 percent of the members of each selection committee shall be classroom teachers; the remainder shall be school administrators.

(c) Classroom teacher members of the selection committee shall be chosen by

secret ballot election conducted among all probationary and permanent classroom teachers serving in the site, program area, subject area, or other subdivision from which candidates may be nominated, or districtwide if there is only one districtwide selection committee.

O.13

(d) School administrator selection committee members shall be chosen by school administrators who have been designated for this role by the governing board.

NOTE: Authority cited: Section 44491(a), Education Code. Reference: Section 44495(a), Education Code.

TITLE 5 11257

(Register 84, No. 13 3-31-84)

(p. 414.3)

11255. Renomination As Mentor Teacher

Review and renomination shall be initiated and conducted in the same manner as provided in Sections 11252 and 11253. First consideration shall be given to mentor teachers if they continue to qualify for renomination and have served effectively as mentor teachers.

NOTE: Authority cited: Section 44491(a), Education Code. Reference: Section 44494(c), Education Code.

HISTORY:

1. Editorial correction filed 4-2-84; designated effective 4-25-84 (Register 84, No 13).

11256. Duties and Responsibilities of Mentor Teachers

- (a) The duties and responsibilities of each mentor teacher shall be determined on an individual basis.
- (b) The time and manner in which each mentor teacher shall render service in the program shall be determined on an individual basis.
- (c) "Direct instruction of pupils," except as it applies to resource teachers, shall be construed to require a mentor teacher to instruct his or her regularly assigned pupils.

NOTE: Authority cited: Section 44491(a), Education Code. Reference: Section 44496, Education Code.

11257. Duration of Mentor Teacher Designation

- (a) The duration of a designation as mentor teacher shall normally be for a period of three consecutive years. Designations having a duration of less than three years shall be one or two years only and may be renewed by the governing board, without review and renomination, until the three-year maximum is reached.
- (b) Except in school year 1983-84, proration of the mentor teacher annual

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stipend shall occur only when non programmatic circumstances, such as extended absence for health reasons, prevent the mentor teacher from completing the designated mentorial period.

(c) If for any reason a mentor is unable to complete the designated mentorial period, the governing board may select a replacement from committee-nominated alternates, if any.

NOTE: Authority cited: Section 44491(a), Education Code. Reference: Section 44495(d), Education Code.

Appendix P-1

Catastrophic Leave Bank Membership Application Form

I, _____, hereby request the District to donate one day from my accumulated sick leave to the San Jose Teachers Association Catastrophic Leave Bank. I understand that this contribution is irrevocable and waive any right to appeal this decision to any court, administrative agency, or arbitrator. I agree to hold harmless and release from any liability whatsoever the members of the Committee, the Board of Directors, the Association, the District, and all of their agents and employees, for any acts or omissions in any way relating to administration of the Catastrophic Leave Bank, including, but not limited to, the donation of days, the application and decisions to award or deny benefits, and agree that I will not bring any complaints, grievances, charges, or causes of action against these persons or entities for any such acts or omissions.

Signature

Date

Appendix P-II
San Jose Teachers Association
Catastrophic Leave Bank
Usage Application Form

To: Catastrophic Leave Bank
San Jose Teachers Association
2476 Almaden Expressway
San Jose, California 95125

From: _____ Date: ____/____/____

I hereby apply for _____ (maximum of thirty (30) days at any one time) days from the Catastrophic Leave Bank and attest to the fact that I have contributed a minimum of one day to the Bank during this school year.

Applicant's Signature

_____/_____/_____
Social Security Number

Release of Liability Agreement

**Must be signed and notarized in order for application to be considered.
SJTA provides free notary service to SJTA members Tuesday through
Friday during regular office hours.**

I agree to abide by the decision(s) of the Catastrophic Leave Bank Committee and/or the Board of Directors with respect to the awarding or denial of benefits under my application. I waive any right to appeal this decision to any court, administrative agency, or arbitrator. I agree to hold harmless and release from any liability whatsoever the members of the Committee, the Board of Directors, the Association, the District, and all of their agents and employees, for any acts or omissions in any way relating to administration of the Catastrophic Leave Bank, including, but not limited to, the application process and decisions to award or deny benefits, and agree that I will not bring any complaints, grievances, charges, or causes of action against these persons or entities for any such acts or omissions.

Applicant's Signature

Date

Notary Public

Date

Appendix P-II

To: Human Resources Department
San Jose Unified School District
855 Lenzen Avenue
San Jose, CA 95126

From: Catastrophic Leave Bank Committee
San Jose Teachers Association
2476 Almaden Expressway
San Jose, CA 95125

Re: Sick Leave Award

Date: ___/___/___

Please deduct ___ days of sick leave from the Catastrophic Leave Bank Account and award them to _____, social security number ___-___-___, effective on the following date: ___/___/___.

Thank you.

Sincerely,

| | | |
|--------------------|--|---------------------|
| _____ Signature | Chairperson, Catastrophic Leave Bank | ___/___/___ Date |
| _____ Signature | Executive Director, San Jose Teachers Assn. | ___/___/___ Date |



AFSCME
CONFIDENTIALS
CSEA
S-JAA
S-JTA
TRADES

APPENDIX Q-1

We declare under penalty of perjury:

1. We have an intimate, committed relationship of mutual caring;
2. We live together (see definition on the other side of this page);
3. We agree to be responsible for each other's basic living expenses (see definition on the other side of this page) during our domestic partnership; we also agree that anyone who is owed these expenses can collect from either of us;
4. We are both 18 years of age or older.
5. Neither of us is married;
6. Neither of us is related to the other as a parent, brother or sister, half-brother or half-sister, niece, nephew, aunt, uncle, grandparent or grandchild;
7. Neither of us have a different domestic partner now;
8. Neither of us have had a different domestic partner in the last six months (this last condition does not apply if you had a partner who died; if you did, cross this out.)

We declare under penalty of perjury under the laws of the State of California that the statements above are true and correct.

Social Security Number of Employee _____

Signed on _____, 19____, in _____

Signature _____, Print Name _____

Signed on _____, 19____, in _____

Signature _____, Print Name _____

YOU MUST ALSO COMPLETE THE OTHER SIDE OF THIS FROM

835 LINZERN AVENUE, SAN JOSE, CALIFORNIA 95126, (408) 535-6092, FAX (408) 225-3372
AN EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION EMPLOYER

1. **Definitions:**

"**Live together**" means that the two of you share a place to live. You don't both have to be on the rental agreement or deed. It is okay if one or both of you have a separate place somewhere else. Even if one of you leaves the place you share, you still live together as long as the one who left intends to return.

"**Basic living expenses**" means the cost of basic food and shelter. It also includes any other expense which is paid by a benefit you or your partner gets because of the partnership. For example, if you get health insurance from your job and the insurance covers your partner you will be responsible for medical bills which the insurance does not pay. You don't have to split basic living expenses to be domestic partners.

2. **Address:** Each of you should fill in your mailing address here:

Name _____
Address _____
City, State & Zip Code _____

Name _____
Address _____
City, State & Zip Code _____

3. **The Last Step:** File this form with the San Jose Unified School District, Human Resources/Benefits Department.

To be able to file this form, you must work in San Jose Unified School District.

4. **Notarization:** This form must be notarized to be valid.

State of _____

County of _____

On _____ before me, _____

personally appeared _____

personally known to me - OR - proved to me on the basis of satisfactory evidence the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
Witness my hand and official seal.

Signature of Notary

1111 LINTON AVENUE, SAN JOSE, CALIFORNIA 95128 (408) 535-6092 FAX (408) 535-2577
AN EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION EMPLOYER

APPENDIX G-2

SAN JOSE UNIFIED SCHOOL DISTRICT

AFFIDAVIT OF TERMINATION OF DOMESTIC PARTNERSHIP

_____, and I, _____
Print Your Domestic Partner's Name Print Your Name

are no longer domestic partners as defined for dependent benefits, effective:

Date Relationship Ended

I have mailed my former domestic partner a copy of this notice on:

Date Mailed

at _____
Address for Domestic Partner

I declare under penalty of perjury under the laws of the State of California, that the above statements are true and correct.

Please Print Employee's Name

Employee's Social Security Number

Employee's Signature

Date

;

,

,