

CONTRACT

BETWEEN

**JEFFERSON ELEMENTARY SCHOOL
DISTRICT**

AND

**AMERICAN FEDERATION OF
TEACHERS**

AFL-CIO LOCAL #3267

JULY 1, 2024 – JUNE 30, 2027

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ARTICLE I – AGREEMENT

1.1 AGREEMENT

This **AGREEMENT** is entered into this **24th day of January, 2025**, by and between the AMERICAN FEDERATION OF TEACHERS, AFL-CIO, LOCAL 3267 (hereinafter referred to as the "UNION") and the GOVERNING BOARD of the JEFFERSON ELEMENTARY SCHOOL DISTRICT (hereinafter referred to as the "DISTRICT").

1.2 RECOGNITION

This **AGREEMENT** is entered into pursuant to Chapter 10.7, Section 3540 through 3549 of the Government Code (hereinafter referred to as the "Act") and covers those employees employed in positions in the appropriate employee unit certified on June 10, 1981, by the Public Employment Relations Board Case No. SF-D-41, PERB Decision No. 164. The Union is hereby recognized as the exclusive representative for those employees employed in the above-referenced unit with respect to the scope of representation as defined in Section 3543.2 of the Act. Pursuant to authority vested by the Public Employment Relations Board (PERB), the unit modification to add preschool instructors to the unit was approved on October 4, 2000, PERB Case No. SF-UM 579.

1.3 NONDISCRIMINATION

The District shall not unlawfully discriminate against or tolerate the harassment of employees or job applicants on the basis of their sex, race, color, religious creed, national origin, ancestry, age over 40, marital status, pregnancy, physical or mental disability, medical condition, Vietnam era status, or actual or perceived sexual orientation. Equal employment opportunity shall be provided to all employees and applicants. Physically or mentally disabled employees or applicants may request reasonable accommodation. All employees are expected to carry out their responsibilities in a manner that is free from discriminatory statements or conduct. Employees who permit or engage in discrimination or harassment may be subject to disciplinary action up to and including dismissal.

1.4 MANAGEMENT RIGHTS

It is understood that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in but not limited to those duties and powers are the exclusive rights to: determine its organization; direct the work of its employees; determine the times and hours of its operation; determine kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenues; and take action on any matter in the event of an emergency. In addition, the Governing Board retains the

right to hire, classify, assign, reassign, transfer, evaluate, promote, terminate, and discipline employees; subject to the terms and conditions of this Agreement.

1.4.1 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, or any other written agreement reached between the Union and the Governing Board, and then only to the extent such specific and express terms are in conformance with law.

1.4.2 Except as provided in Section 6.1, it is agreed that the employee benefits and other conditions of employment set forth in this Agreement shall not be changed, r or modified during the term of this Agreement unless mutually agreed upon.

1.5 UNION RIGHTS

- a)** Authorized Union representatives shall have the right to visit schools. Representatives shall make their presence known to the appropriate authority at the school. Conferences and/or meetings shall be scheduled so as not to interfere with or disrupt normal school functions.
- b)** The District shall make every effort to send notices affecting teachers' working conditions to the Union.
- c)** The District shall honor reasonable requests from the Union for information, statistics, records, etc., necessary for the Union to fulfill its role as the exclusive representative of teachers.
- d)** The Union and its members shall have the right to make use of school buildings and facilities with written notice based on the availability of the requested facility.
- e)** The Union shall have the right to disseminate information through school and District mailboxes.
- f)** School site meetings will include five (5) minutes time for site representatives to discuss site concerns without the presence of management.
- g)** The Local Union President, or their designee, shall receive a total of two (2) days release time, per week, paid by the District. This time may be redistributed to other union members to conduct union business upon mutual agreement with the District, with such time to be determined prior to May 30 of the previous school year, whenever possible. Any denial of such request to redistribute time shall not be arbitrary or capricious.
- h)** The Union shall be notified of new employee orientations at least ten (10) days in advance and shall be given time at the new employee orientation at the beginning of each school year. Thereafter, the District shall make at least (60)

minutes available once per quarter for new employee orientations. The AFT president or designee shall schedule this release time to attend the orientation with the district and site administration if held during normal work hours. All other Union Leave shall remain as stated in "Article 7.10: Union Leave".

1.6 TERM OF AGREEMENT

This Agreement, except as described in **Article 1.7** below shall continue in effect through **JUNE 30, 2027** and shall thereafter automatically renew itself from year-to-year unless one of the parties notifies the other in writing no later than **February 1, 2025** of its request to modify, amend, or terminate the Agreement.

1.7 REOPENERS

The Contract reopeners shall be:

- Article 2- Wages
- Article 3- Work Year/Calendar
- Article 6- Health and Welfare
- Article 10- Class Size
- One non-monetary item to be chosen by each party

1.8 SAVINGS

Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, said article, section, or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violated the law. The remaining unaffected articles, sections and clauses shall remain in full force and effect for the duration of this Agreement.

ARTICLE II - WAGES

Please refer to **APPENDIX B** in back for current Teacher Salary Schedule.

2.1 SALARY SCHEDULE

First year teachers will be paid for one additional day of service at the per diem rate. The salary schedule for employees is set forth in the Appendix B.

2.1.1 New employees shall be placed on the salary schedule based on certificated teaching experience in an accredited school for which a teaching credential was required. Credit for previous teaching experience will not exceed eight years. (This provision is not retroactive.)

2.2 PROFESSIONAL PREPARATION

Upon initial employment, employees shall be given credit and placed in the appropriate column within the salary schedule in accordance with past District practice as to

verified degrees. Reassignment to a higher salary classification on account of subsequent, credited courses and degrees granted shall be at the next school year, provided that:

- 2.2.1** The Assistant Superintendent of Human Resources shall be notified in writing by the employee prior to enrolling in course work. The total number of semester hours attempted per year shall not impact on regular teaching duties.
- 2.2.2** Courses taken prior to the conferring of a Bachelor degree are excluded for credit.
- 2.2.3** Equivalent semester hours may be credited for salary purposes for other professional growth and development activities (such as institutes, workshops, lecture, travel, in-service and research) if prior written approval is given by the District.
- 2.2.4** Coursework must be completed prior to the day returning teachers report for work, and official transcripts must be submitted to the Certificated Personnel Office by November 1. Credit for the current year will not be given until transcripts have been received.
- 2.2.5** A stipend of \$2,000 will be given to unit members with a Masters' or a higher degree. An additional stipend of \$1,500 will be given for a second Master's or higher degree if the second degree is in Education, including but not limited to Special Education or English Language Instruction, or in English, Math or Science, to Speech Pathologists with a second Masters' or American Speech-Language-Hearing Association (ASHA) certification, and to counselors who have accrued the 3,000 hours of supervised experience required to apply for licensure as a Licensed Clinical Social Worker, Licensed Marriage and Family Therapist, or Licensed Professional Clinical Counselor.
- 2.2.6** Upon receiving certification in a relevant subject matter area from the National Board for Professional Teaching Standards (NBPTS), an employee shall receive a one-time payment of \$2500. The employee shall also receive an annual stipend of \$5,000 per year (payable in equal monthly installments of \$500 per month from August through June). Upon receiving verification of certification from the employee, the District will begin implementing the stipend in the month following notification. Any mid-year implementation of this stipend shall be prorated. To qualify for the stipend, the employee must be working in the area of NBPTS certification. This stipend is in addition to the salary determined by their placement on the salary schedule and shall be prorated according to the employee's FTE status.

2.3 ASSIGNMENT LESS THAN NORMAL SCHOOL YEAR

A certificated employee employed for less than a full year shall be paid on a prorated basis.

2.4 TRAVEL

Unit members who are required by the District to use their own vehicles to transport themselves between assignments at two or more different sites in the same work day, shall receive a travel stipend in the amount of sixty six dollars (\$66.00) per month for each month when travel is actually required.

2.5 OUTDOOR EDUCATION

Unit members who are assigned to work in the OUTDOOR EDUCATION PROGRAM shall receive two hundred twenty-five dollars (\$225.00) for each night of service.

2.6 COMPENSATION PROVISION

In the event of overpayment to an employee, the employee agrees to repay the sum of the overpayment in negotiated installments not to exceed 12 months with due consideration of hardship.

2.7 IEP AND 504 MEETING ATTENDANCE

General education teachers who attend IEP and 504 meetings outside of the contracted work day per Article 3.2, shall receive a \$70 per hour stipend so long as they attend the entire IEP or 504 without excusal. Prior to being eligible for the stipend, general education teachers must have already attended 2 hours of IEP and 504 meetings outside of the contracted work day without excusal.

ARTICLE III - HOURS OF EMPLOYMENT

3.1 WORK YEAR

The work year shall be 186 days for returning teachers and 187 days for teachers new to the District. The work year for returning School Counselors, Inclusion Specialists, **Resource Specialist (RSP) teachers, Special Day Class (SDC) teachers** shall be 191 days and 192 days for those new to the District. The work year for returning Speech and Language Pathologists shall be 196 days and 197 days for those new to the District. The first work day shall be before the first day of instruction and for the exclusive purpose of classroom or program preparation. To the extent possible, full days of professional development will be scheduled before the first day of class, with mid-year professional development scheduled on "institute days" without students. There shall be 182 days of regular instruction.

- a) The five (5) additional contracted work days (thirty five (35) additional hours) for Special Education teachers shall be used for IEP Prep and Planning (Including IEP meetings, Service Tracking, Collaborate about mainstreaming, collaborate with SDC or Receiving Team to set up students for success, transitions.) and shall be scheduled before or after the contracted work day/year, documented on time logs, and coordinated with site designee.

- b) Five (5) of the additional Speech and Language Pathologists' contracted work days (thirty five (35) hours) shall be used for IEP Prep and Planning (Including IEP meetings, Service Tracking, Collaborate about mainstreaming, collaborate with SDC or Receiving Team to set up students for success, transitions-) and shall be scheduled before or after the contracted work day/year, documented on time logs, and coordinated with site designee.

3.1.1 Middle School unit members shall assist one another with promotion duties as assigned.

3.2 **WORK DAY**

The assigned work day for each classroom teacher shall begin fifteen (15) minutes prior to that teacher's first regular class at the employee's work location. Employees must remain at school fifteen (15) minutes after their regular class at the employee's work location unless permission to leave is obtained from the immediate supervisor. "Regular class" includes any preparation periods.

3.2.1 In addition to the time set forth in 3.2 above, as part of the normal work day, the parties recognize that classroom teachers utilize time away from the school site in order to prepare for and to complete instructional responsibilities. Unit members can be required to remain on site in order to perform professional adjunct duties as assigned by the District, which include regular faculty meetings, parent/teacher conferences, school and District in-service training, curriculum development, school/District committees, Open House and Back-to-School Night.

3.2.2 The adjunct duties which are listed in 3.2.1 shall be equitably distributed on an annual basis within each school throughout the District.

3.2.3 A duty-free lunch shall be provided except when emergencies involving District personnel or students arise. The duty-free lunch shall consist of fifty (50) continuous minutes in the elementary schools and shall be equal to one (1) period in the middle/ intermediate schools. Unit members may depart from campus during the lunch period provided notice is given to the front office before leaving in order that no more than seventy percent of the staff would be off campus at any one time.

3.2.4 Certificated employees shall not be required to perform such above- listed adjunct professional duties (including required evening meetings), which, combined with the assigned work day exceed thirty-five (35) hours of work, exclusive of lunch, in any week. The District shall not require teachers to perform adjunct duties on weekends. The District reserves the right to schedule committee meetings on release time, providing coverage for classes.

- a) The District shall continue the current practice of providing preparation time for certificated employees in grades 6, 7, and 8 at middle or intermediate school sites.

- b)** Such preparation time for 6, 7, and 8 at middle or intermediate school sites shall be for one (1) period per day per instructional day during which time the certificated employee may leave the school building with permission from the immediate supervisor.
- c)** Transitional Kindergarten and Kindergarten teachers shall have no less than one hour of preparation time per day.
- d)** All preschool teachers shall receive a 1 hour preparation period per day. The site administrator shall develop parameters to support consistent implementation of 1 hour of preparation time per day.
- e)** Elementary school staff and site principals will reach joint consensus regarding supervision in the event a substitute is not available for an absent classroom teacher. Elementary school counselors may volunteer, but shall not be required, to substitute for up to sixty (60) minutes per day; in the event this happens, the counselor shall be paid the rate per stipend sheet per period for substituting for one (1) period.
- f)** When substitutes are not available for intermediate grades, unit members who are scheduled for a preparation period may volunteer to substitute during such period; in the event this happens, the unit member shall be paid the rate per stipend sheet per period for substituting. Middle school counselors may volunteer, but shall not be required, to substitute for up to one period per day; in the event this happens, the counselor shall be paid the rate per stipend sheet per period for substituting.
- g)** Teachers in Pre-K through 5th (or through 6th grade if in elementary schools) will receive the rate per stipend sheet whenever the teacher opts to take 4 or more students into his or her classroom for a full day when a substitute is not available.
- h)** Special Day Class and Resource Specialist Program teachers shall each be provided with two and one-half (2 ½) days per school year of classroom coverage by a substitute teacher to prepare for and attend IEP meetings that take place during the work day as needed and I or to review IEPs with General Education (including pre-school) teachers and paraprofessionals before and / or after the student is assigned to a teacher's classroom. Released teachers shall be expected to perform work on site and shall meet with their site administrator(s) to discuss issues related to the site's Special Education program, individual student IEPs, or other issues that arise from these meetings needing administrative support or knowledge. Scheduling of coverage will be mutually agreed upon and arranged by the site administration and teacher. To help ensure substitute coverage, all of the mutually agreed upon dates shall be entered into the substitute management system by the first week of each month, with the understanding that dates may change due to rescheduling of IEP meetings, etc.

3.2.5 TEACHER COLLABORATION TIME/EARLY RELEASE WEDNESDAYS

In order to plan for and fully implement the California State Standards in Mathematics, English Language Arts, English Language Development, and other subject areas, teachers must have collaborative planning time set aside each week. Collaboration time at all of our sites is vital to our continuing improvement as a District and is recommended by the CSS. Early release allows this dedicated time to be built into the weekly schedule. Wednesday will be an early dismissal day for students.

Four hours of collaboration time will be built into each school's schedule on Wednesdays, utilizing the time from 2:00 pm to 3:00 pm and two additional hours to be scheduled by each school site administration and Leadership Teams. An additional 1.5% will be added to the salary schedule to compensate for this additional time. The collaboration time shall be for the purpose of improving programs and student achievement or conversations regarding how to support student needs.

3.2.5.1 Collaboration time at each school will be allocated as follows:

Two hours per month from 3:00 pm to 4:00 pm on Wednesday planned by the District, which may include school and/or District business, staff development, grade level, meetings, or department meetings.

3.2.5.2 Four hours per month for teacher-directed (grade level teams/department chairs) collaboration from 2:00 pm to 3:00 pm on Wednesday. The agenda and subject matter of this collaboration time shall be established by the teachers (grade level teams/department chairs) in attendance.

3.2.5.2.1 Collaboration may take place in classrooms, libraries, or other common meeting places on site.

3.2.5.2.2 Accountability for collaboration time will be served by a form to be submitted to the principal after each meeting which documents the date and time of the meeting, the employees in attendance, and the subject matter(s) of the meeting, and dates, times and next steps for the next meeting.

ARTICLE IV- PERSONNEL FILES

4.1 Every employee shall have the right, during business hours, to inspect any employment record retained in the Personnel Files of the District that may serve as a basis for affecting the status of the employee's employment. For the purpose of this article, an "employment record" is any record that:

- a) Pertains directly to the employment relationship between the employee and District;
- b) Retained in the Personnel Files of the District; and

c) Is accessible by the employee's name or other means of individual such as social security number.

4.2 Information from the employment records of an employee shall not be released without the consent of the employee unless the release is compelled by law, judicial order, or lawfully issued subpoena. Nothing in this section shall prohibit inspection of employment records by officials of the District or of the State who have legitimate business interests that justify the inspection.

a) The District shall notify the Union President and the affected unit member should it receive a request for public records seeking information about a unit member of a disciplinary nature, and provide a copy of the request.

4.3 Notwithstanding anything in the above to the contrary, the District may retain as confidential all pre-employment material.

4.4 No information of a derogatory nature may be placed in an employee's Personnel File before a minimum of ten (10) days from date employee was notified. Employees will have the right to respond. That response shall be attached to the derogatory material and placed in the personnel file.

ARTICLE V - PROFESSIONAL RIGHTS

5.1 Each member of the bargaining unit is a private individual as well as a member of the teaching profession. When members of the bargaining unit speak, write, or act as private individuals, such activities are protected activities under current law and practice.

5.2 When a teacher gives a grade for any course of instruction taught in the District, the final grade to each student shall be the grade determined by the teacher of that class, and the determination of the student's grade by the teacher, in the absence of noted exceptions as stated by law, shall be final.

5.3 The unit member must be told of the right to have representation by AFT, the exclusive representative, before a meeting when discipline may result from the proceedings. A unit member has the right to have an AFT representative present at any meeting the member deems representation necessary.

ARTICLE VI - HEALTH AND WELFARE

Please refer to APPENDIX E in back for current healthcare benefits rates and plan coverage.

6.1 HEALTH AND WELFARE

The District will reconvene a working committee to study in a limited time several alternatives for health benefits. The committee shall represent members of Kaiser and HMO plans. The leadership of each unit will select their own representatives. Their objectives would be:

- To hear representatives from alternate insurance brokers and to explore joining other insurance cooperatives, like the Bay Area Schools Insurance Cooperative.
- To hear a representative from Keenan explain the current rates and potential plan changes.
- To look at different models of employee contributions towards health insurance.

The District transferred \$1.8 million (Equivalent to approximately 3% of 2023-2024 districtwide salaries and statutory benefits) in one-time monies to a special fund to be accessed by all employee groups (all groups including but not limited to AFT and CSEA and unrepresented personnel as approved by the Governing Board), for health and welfare benefit increases under the following proposal. Increases under the proposed language would be paid out of this special fund until depleted. Prior to depletion of this special fund, the parties agree to negotiate in good faith a new agreement to address health and welfare benefit costs. Absent such an agreement, benefit caps will revert to those specified in Article 6.2.a.

6.2 HOSPITAL – MEDICAL INSURANCE

- a) All District contributions will be based on the Kaiser Traditional/High plan. The District will contribute 100% of the cost of this plan for employee-only coverage. The District contribution cap for Kaiser employee plus one will be \$1,057.76 and for employee plus family will be \$1,471.22. The UnitedHealth Care and Sutter Health District contribution caps shall be \$975.74 for employee only, \$1,057.76 for employee plus one, and \$1,471.22 for employee plus family.
- b) The District proposes paying 80% of the premium increases of the employee plus one and employee plus family (Based on the Kaiser Traditional/High plan) through use of the Special Fund on an on-going basis until the Special Funds are depleted. UnitedHealthcare and Sutter Health District contributions will only increase when Kaiser District contributions exceed District contributions to UnitedHealthcare and Sutter Health.

Employees may elect through open enrollment to apply these contribution amounts towards other available medical plans.

When the Special Funds are depleted, the District contribution amounts will revert to the caps listed above.

6.3 DELTA DENTAL INSURANCE

The District's maximum contribution toward dental benefit premiums shall be the family rate (\$135.89) established for the 2004-2005 school year. This shall remain in effect unless the parties mutually agree to modify it during future negotiations. If negotiations are not completed prior to any premium changes from the dental premium, the District may implement payroll deductions to cover any increases beyond the family rate (\$135.89) set on July 1, 2004, at such time as new rates become effective.

6.3.1 DELTA DENTAL payments shall be provided by the District with a service fee at a rate to be determined by the District and AFT.

6.4 LIFE INSURANCE

The District shall provide all eligible employees the current \$10,000 life insurance, \$10,000 accidental death and dismemberment insurance, and shall pay the full monthly contributions. Additional coverage, up to \$100,000, may be purchased by the employee.

6.5 WORKERS' COMPENSATION INSURANCE

The District shall provide at no cost to the employee workers' compensation insurance as set forth in the Education Code and as defined in this Agreement concerning industrial accident leave.

6.6 FRINGE BENEFITS - YEAR DEFINED

Unit members will receive fringe benefits based on 12-month coverage, September to September, for each full year of employment service.

6.7 BENEFIT LIMITATIONS

The hospital-medical, dental and life insurance programs described above shall be subject to any limitations in the plans themselves and this agreement, available to terminating employees and employees on a leave of absence without pay. As enumerated, employees on a leave may pay their benefits for that year.

ARTICLE VII- LEAVE PROVISIONS

7.1 SICK LEAVE

Employees will be eligible for paid sick leave as provided for in state and federal law. All full-time employees shall accrue ten (10) days of paid sick leave each work year. Employees serving in less than full-time positions shall accrue a prorated number of days of paid sick leave. Such ten (10) day accrual shall be available at the beginning of the regular work year. In the event the employee does not complete the school year, the number of prorated days earned will be deducted when the final pay of the terminating employee is computed.

7.1.1 Each unit member will be provided with a written statement of accrued sick leave by November 30.

7.1.2 Paid sick leave may be used by an employee for their own or a family member's illness, for preventative care or diagnosis, care or treatment of an existing health condition, or if they are a victim of domestic violence, sexual assault or stalking. Family members include employee's parent, child, spouse, registered domestic partner, grandparent, grandchild and sibling.

- 7.1.3** A sick leave of absence shall be granted to a pregnant unit member upon verification by her physician that she is unable to work. The unit member shall notify the District of the anticipated length of absence while on maternity leave and shall include verification by her physician.
- 7.1.4** After initial written verification of temporary disability resulting from pregnancy, the unit member shall be responsible for providing medical status reports as required by the District.
- 7.15:** Employees may use up to twelve (12) workweeks each year of sick leave upon the birth or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee, pursuant to Education Code section 44977.5, in addition to the personal necessity leave described in 7.3. When an employee has exhausted all available sick leave, and continues to be absent from their duties on account of parental leave, the person shall receive the difference between the cost of the substitute and the normal salary that would be paid the employee, provided that in no instance shall the employee receive less than fifty percent (50%) of his or her regular salary during the leave of absence, for the remaining portion of the 12-workweek period of parental leave.
- 7.1.6** Approval of pay for accrued sick leave of five (5) or more consecutive work days may require a statement of sufficient cause from a competent medical authority. Disabilities which result in the hospitalization of the employee, or in any case of more than thirty (30) days duration, may require a release from a competent medical authority before the employee returns to duty.
- 7.1.7** Unused sick leave shall accumulate without limit.

7.2 EXTENDED LEAVE FOR ILLNESS OR ACCIDENT

When an employee has exhausted all other leaves and compensatory time and continues to be disabled by illness or accident, whether or not the illness or accident arises out of or during the course of employment with the District, the employee shall, for the period of disability of five (5) months or less, receive the difference between the cost of the substitute and the normal salary that would be paid the employee, provided that in no instance shall an absent, certificated employee receive less than fifty percent (50%) of the regular salary during the leave of absence. The District shall make every reasonable effort to secure the services of a substitute employee for each of the days of absence under this paragraph.

7.3 PERSONAL NECESSITY LEAVE

Any employee may use up to seven (7) days of accrued sick leave in any school year in cases of personal necessity, which is defined as any of the following:

- 7.3.1** The death of a member of the employee's immediate family when the number of days of absence exceeds the limit provided under the Bereavement Leave. Members of the immediate family means:
- a)** Spouse or eligible domestic partner of the employee (certification from Secretary of State required). In addition, the relatives of the unit member, spouse or domestic partner of the unit member, or of any person living in the immediate household of the unit member shall constitute the immediate family:
 - b)** Parents, step-parents and any person who has served as legal foster parent or legal guardian.
 - c)** Children, step-children, legal foster children, son-in-law and daughter-in-law.
 - d)** Aunt and Uncle.
 - e)** Niece and Nephew.
 - f)** Siblings, step-siblings, in-law siblings.
 - g)** Grandparents and step-grandparents.
 - h)** Grandchildren and step-grandchildren.
- Permission to use this policy for other persons because of extenuating circumstances may be granted by the Superintendent or his designee after advance permission has been requested.
- 7.3.2** Accident involving the person or property, or the person or property of a member of the immediate family.
- 7.3.3** Appearance in court as a litigant. Advance notice to supervisor is required.
- 7.3.4** 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 assigned hours of service.
- 7.3.5** Upon the adoption or birth of an employee's child.
- 7.3.6** Seven (7) days of Personal Necessity Leave granted under this section may be used as "no tell days" during a school year for personal use provided that advance notice is given to the site administrator, subject to unusual conditions, such as substitute staffing needs. No tell days are equivalent to "compelling personal necessity days" in the currently used (2018) sub system and shall be consistent with language listed in Article 7.3.

7.4 FAMILY CARE AND MEDICAL LEAVE

The laws pertaining to family leave are complex and subject to change. The intent of this section is to provide notice to employees of the Federal Family and Medical Leave Act and the California Family Rights Act. The summary information contained herein does not supersede these laws; for complete updated information, please contact the Personnel Office.

- 7.4.1 Eligibility:** Employees are eligible for leave only if they have worked for the District for at least 12 months and have provided at least 1,250 hours of service during that 12-month period.
- 7.4.2 Reason for Leave:** An employee may take a family and medical leave for the following reasons:
- 7.4.2.1** The birth and/or subsequent care of a child.
 - 7.4.2.2** The placement with the employee of an adopted or foster care child.
 - 7.4.2.3** To care for a spouse, domestic partner, child, or parent of the employee with a serious health condition.
 - 7.4.2.4** The employee's own serious health condition, which causes the employee to be unable to perform his or her duties.
- 7.4.3 Duration of Leave:** The law allows for 12 work weeks of unpaid family and medical leave within a 12-month period. Leave taken for a serious health condition may be intermittent if such a schedule is medically necessary.
- 7.4.4 Providing Medical Certification:** If the leave is requested due to a serious health condition of the employee, employee's spouse, domestic partner, child, or parents of the employee, the District may require the employee to provide medical certification.
- 7.4.5 Benefit Coverage:** Employees on leave are entitled to continued health plan flood or fire, serious in nature, which under the circumstances the employee coverage.
- 7.4.6** If an employee fails to return to work at the end of the leave, the employer may recover its share of the health care premiums paid during the leave.
- 7.4.7 Domestic Partner Definition:** "Domestic Partner" is defined as the partner of an eligible employee who shares a long-term committed relationship of indefinite duration. A Certification of Domestic Partnership form must be on file at least 30 days prior to an unpaid family and medical leave request. Employees may contact the Personnel Office for more information about requirements.

7.5 INDUSTRIAL ACCIDENT AND ILLNESS LEAVE OF ABSENCE

Industrial accident and illness leaves of absence shall be provided for persons employed in a position requiring certification and shall be subject to the following provisions:

- 7.5.1** Allowable leave shall be for up to sixty (60) days during which the schools of the District are required to be in session or when the employee would otherwise have been performing work for the District in any one (1) fiscal year for the same accident.
- 7.5.2** Allowable leave shall not be accumulated from year-to-year.
- 7.5.3** Industrial accident or illness leave shall commence on the first day of absence.
- 7.5.4** An employee in the bargaining unit, absent from duty on account of an industrial accident or illness shall be paid such portion of the salary due for any month in which the absence occurs as when added to the temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code, will result in a payment of not more than the employee's salary.

7.6 BEREAVEMENT LEAVE

Certificated employees are entitled to a paid leave of absence not to exceed four (4) continuous days, or five (5) days if out of state travel is required or travel (one-way) in excess of 400 miles, on account of the death of any member of the immediate family, as defined in Section 7.3.1 of this Article.

- 7.6.1** Any additional days requested beyond those provided by Bereavement Leave shall be considered under the provisions of Personal Necessity Leave.

7.7 LEAVE OF ABSENCE WITHOUT PAY

Leave of absence without pay for child care, exchange teaching, study, illness or injury shall be granted by the Governing Board, if such request extends for a full school year. Such leave may be extended only at the discretion of the District. Other leaves of absence without pay may be granted for extenuating circumstances. Such leaves shall be subject to terms and conditions deemed appropriate by the Governing Board.

- 7.7.1** Under special circumstances, a Child Rearing Leave of up to one year may be granted for purposes of attending a dependent child.
- 7.7.2** Certification of enrollment will be required prior to granting a study leave.
- 7.7.3** Application for leave under this section shall be made no later than February 15, for the following school year. Applications submitted after February 15 but before April 15 may be granted.

7.7.4 By June 30, if a unit member who is currently on leave fails to notify the District, in writing, as to his or her status for the next school year, the District shall treat the failure to notify the District as a resignation.

7.8 SABBATICAL LEAVE

7.8.1 Eligibility Rules

To be eligible for Sabbatical Leave, an employee must have rendered service in the District for at least seven consecutive years immediately preceding the Sabbatical Leave, and not more than one Sabbatical Leave shall be granted in each seven-year period.

7.8.2 Types of Leave

Sabbatical Leave for full-time study and/or approved travel may be granted to an employee within the limitations of amounts budgeted each year for this purpose, and as approved by the Governing Board.

7.8.3 Detailed Program of Study

An applicant who submits a detailed program of study for a Sabbatical Leave of absence shall undertake a full load of at least fifteen (15) semester hours per year of upper division work or eight (8) hours per semester. A tentative program of study must be submitted to the Sabbatical Leave Committee.

7.8.4 Travel

An applicant who desires to travel must submit a detailed statement of the proposed itinerary. Travel must be related to the school work of the employee.

7.8.5 Combination of Travel and Study

The proposal must contain a detailed program of study including a statement of intent to enroll in an accredited college or university and a list of courses by semester or quarter units.

7.8.6 Individual Projects

The proposal must contain a detailed statement of goals and objectives of the project and how the project is related to the employee's assignment and how it will improve performance.

7.8.7 Length of Leave

A Sabbatical Leave may be granted for one full school year or one full semester.

7.8.8 Deadline for Application

Applications for Sabbatical Leave for the following school year must be filed with the Personnel Office on or before February 1st of the current school year.

7.8.9 Sabbatical Leave Committee

The applicant's service records, application for leave, and the statement of intention shall be reviewed by a Sabbatical Leave Committee. The Superintendent shall appoint one administrator. The AFT President or designee shall appoint teacher committee members as applicable.

- a) Assistant Superintendent, Human Resources, permanent member of the Committee.
- b) One school administrator.
- c) Three teachers from grades K-5, grades 6-8, or 7-8 as applicable.

7.8.10 Committee's Recommendations

The recommendation of the Committee shall be made to the Superintendent. The criteria shall include: program proposed for Sabbatical Leave, value to be received by pupils and the District from the leave, and the record of performance of the employee in the District. Upon request of the Superintendent, the Committee shall establish an order of priority for these applications reported by the Committee as worthy of consideration.

7.8.11 Committee's Restrictions

The Committee shall not recommend for approval a Sabbatical Leave of absence unless the services of the applicant are satisfactory.

7.8.12 Suitable Substitute

It is understood no Sabbatical Leave shall be granted until the Deputy Superintendent, Personnel, is satisfied that a suitable provision can be made for carrying on the work during the absence of the applicant.

7.8.13 Limitation on the Number of Leaves

The maximum number of leaves that can be granted each year shall not exceed 1% of the employees in the representation unit. The number and types of Sabbatical Leaves shall be as approved and granted by the Governing Board.

7.8.14 Compensation and Salary Increases

Compensation for the employee on Sabbatical Leave shall be one-half of the salary which the employee would have received in active service, plus full payment of the District insurance premium contribution which the employee is

eligible to receive. An employee who is granted Sabbatical Leave shall receive such increases in salary as would have been received in active service with the District including full benefits and full matching STRS contributions.

7.8.15 Evidence of Fulfillment of Leave

Each employee returning from leave shall file with the Superintendent, before returning to duty, a transcript of work taken and grades earned, or a summary of travel, together with a statement of the educational growth believed to be obtained, and any other evidence that the objectives stated in the application have been met. The grades earned for college work must be "C" or better.

7.8.16 Progress Report

In addition to the final summary report and/or transcript, the employee on Sabbatical Leave shall submit to the Superintendent a brief progress report once each semester during the leave.

7.8.17 Return to Service

At the expiration of the leave of absence, employees shall, unless they agree otherwise, resume their original duties and salary (including any increments and subject to salary schedule upon return) at the position held at the time of the granting of the leave of absence.

7.8.18 Posting a Bond

Each employee who is granted a Sabbatical Leave is required to post a bond guaranteeing service to the District for a period of twice the length of the Sabbatical Leave following the leave. Cost of the bond is borne by the employee. The bond shall be exonerated in event the failure of the employee to return and render the required service is caused by the death or physical or mental disability of the employee.

7.8.19 Liability of Board and District

Both the Governing Board and the District shall be freed from any liability for the payment of any compensation or damages provided by law for the death or injury of any employee while on Sabbatical Leave of Absence.

7.8.20 Non-completion Due to Injury or Illness

In case of injury or illness of the employee during the Sabbatical Leave which prevents completion of the purposes of the leave, the Sabbatical Leave shall be terminated, and all applicable sick leave provisions will apply. The Superintendent must be notified in writing within ten (10) days from the first day of such injury or illness. Upon release by a medical doctor, the employee will return to duty for the remainder of the school year to be assigned as needed at the discretion of the Superintendent.

7.8.21 Additional Reports

Upon return from Sabbatical Leave, an employee may be assigned by the Superintendent to make further oral or written reports concerning the leave for the benefit of the pupils, District, and community.

7.8.22 While on Leave

While on leave, an employee may not accept other employment unless it pertains directly to the purpose and programs, and then only with the approval of the Superintendent. In no case will the amount received from Sabbatical Leave pay and remuneration from other employment grants or stipends exceed the regular salary of the employee. Should the amount of the other remuneration, grant, or stipend be sufficient to cause the employee's regular salary to be exceeded, the Sabbatical Leave pay will be reduced by the amount sufficient to reduce the total anticipated salary to the amount the employee would have received had the employee not taken the leave.

7.9 JURY DUTY

A certificated employee shall be provided a leave of absence for jury duty without loss of pay. A statement from the Clerk of the Court verifying payment and jury services may be required by the District. Any amount received for such jury service, exclusive of statutory mileage payment, shall be paid over or endorsed to the District.

When an employee receives a jury duty summons, they will notify their site administrator of the date they might have to appear for jury duty. When they check in the evening before their date and are required to report in the morning, they should enter their absence for the next day in the substitute management system as jury duty. If after checking their status the evening before and are placed on standby for the afternoon, they should let the office know about their standby status that next morning. After checking their status late morning, if they end up having to report to jury duty, they should let the office know immediately. The principal or office staff will contact the substitute management system to see if a ½ day sub is available. If no sub is available, the principal or office staff will arrange coverage for the class. The teacher who has jury duty should have “emergency” or regular lesson plans available.

7.10 UNION LEAVE

The Union shall be authorized up to three (3) working days leave without loss of pay, per school month, to conduct Union business, exclusive of grievance processing time, providing prior notice is given to the District. The cost of the substitute will be paid by the Union.

The Local Union President or their designee shall receive a total of two days release time, per week, paid by the District. This time may be redistributed to other union members to conduct union business upon mutual agreement with the District, with such

time to be determined prior to May 30 of the previous school year whenever possible. Any denial of such request to redistribute time shall not be arbitrary or capricious.

7.11 REINSTATEMENT AFTER LEAVE

Upon expiration of a leave of absence of less than the school year, which required the employment of a substitute by the District, the certificated employee shall be returned to the position held at the time of the granting of the leave of absence.

7.12 LEAVE OF ABSENCE FOR EXCHANGE TEACHING

Leaves of absence may be granted to certificated personnel for exchange teaching. Two alternatives are possible. A person may be granted such a leave:

- 7.12.1** With salary, and an exchange teacher approved by the Board whose salary is paid by the exchange teacher's own employer.
 - a)** At the completion of any exchange assignment, a teacher shall serve at least three years before becoming eligible for another exchange teaching assignment.
 - b)** A teacher requesting a leave of absence for exchange teaching must be a permanent teacher in the Jefferson Elementary School District as defined in the Education Code.
- 7.12.2** Without salary, to accept a United States Government grant to teach in a national school or an American-sponsored school abroad.

7.13 CATASTROPHIC LEAVE

Requests for sick leave donation due to the catastrophic illness will be referred to the Superintendent and AFT. This request may be authorized on a case-by-case basis. By definition, a catastrophic illness incapacitates an employee for an extended period. Upon approval, teachers may donate their accrued sick leave in excess of 20 days. Donations made under this Catastrophic Leave provision shall be strictly voluntary, and donors shall sign a form acknowledging that the transfer of leave credit is irrevocable.

ARTICLE VIII - TRANSFERS/ REASSIGNMENTS

8.1 DEFINITION

For purposes of this article, a transfer shall consist of the change in work location of a member of the unit from one school or work site to another school or work site within the District. This definition of transfer does not include the assignment of specific positions and responsibilities within the school or changes in work location within the school. A unit member assigned to more than one work site shall be considered as being transferred only when moved from one District-wide program to another program.

8.2 VOLUNTARY TRANSFERS AS A RESULT OF POSTING AND FILLING VACANCIES

A member of the unit may request, in writing, for transfer from one work site to another position. These transfer requests may be submitted at any time and shall remain active until October 1 of each school year.

- 8.2.1** By April 15 of each school year, the District shall attempt to make all tentative assignments within each school. Beginning April 15 and ending the first work day in the school year, any position to which a unit member is not assigned, except for those positions which are not filled because of unresolved involuntary transfers or layoffs, shall be posted on a weekly basis in the District Office and at each school site. A copy of such notices shall be sent to the Union at the time of posting and during the summer recess months.
- 8.2.2** The positions shall be posted for a one (1) week period, for each week beginning April 15, through the last school day, in a conspicuous place in each school and in the District Personnel Office.
- 8.2.3** Positions shall not be filled until after the close of postings. A copy of such notices shall be forwarded to the Union.
- 8.2.4** Employees desiring voluntary transfers from one school site to another school site must apply for the posted vacancy. The site principal and two tenured certificated unit member representatives from the site, selected by site staff where the vacancy exists, shall interview all applicants and will consider needs of site and such criteria as the qualifications of the applicants, including professional competency, teaching experience, related experiences, credentialing, educational background, professional growth, seniority and comparability requirements of a federal or state funding program which may override all other criteria. Unanimous agreement is required by the site principal and the two elected certificated unit member representatives in order for a voluntary transfer to occur. In the event that the two elected representatives may not be available, the staff will select two tenured alternates.
- 8.2.5** If a transfer request is not granted through the school site interview, the teacher (accompanied by an AFT Representative) will have the opportunity for direct appeal to the Assistant Superintendent, Human Resources. If no consensus is reached, the District will consult with the Union and review the case in question prior to further action. Any certificated employee denied a voluntary transfer, shall receive in writing, upon request, the reasons for such denial from the Assistant Superintendent, Human Resources.
- 8.2.6** The site principal and the Transfer Committee shall interview new applicants to the District being considered for positions at the specific school site. Those employees who serve several schools and/or apply for specially credentialed positions are generally hired by the Department they serve (for example, Special Education).

- 8.2.7** When the School Site Committee has considered two or more applicants to be equal on the basis of the above-listed criteria, the unit member with the most District-wide seniority shall be selected for the vacant position.
- 8.2.8** Only one voluntary transfer may be granted per unit member in any one school year period. Exceptions may be made at the sole discretion of the District.
- 8.2.9** All transfer applicants will be personally interviewed by the School Site Committee before the position is filled. All applicants will be notified in writing of their status by the Personnel Office.

8.3 INVOLUNTARY TRANSFERS

Involuntary transfers shall be initiated by the Superintendent or designee and shall be based on the best interest of the District, and shall not be arbitrary, capricious, or disciplinary in nature. When two or more-unit members could serve the District's purposes for an involuntary transfer, the District shall apply the criteria in 8.2.4 in selecting the transferee.

- 8.3.1** Any member of the unit who is involved in an involuntary transfer shall be informed in writing by the Superintendent or designee of the reason(s) for the transfer. A copy of such notices shall be forwarded to the Union.
- 8.3.2** Written notices of involuntary transfer shall be given to the affected employees generally within two weeks of the date of the transfer, or, in cases of emergencies or beginning of the school year, provided as soon as administratively practicable. Such written notices shall include the reason for the transfer.
- 8.3.3** If a school has insufficient enrollment to justify the number of assigned teachers, members of the staff will first be given the opportunity to volunteer for transfer. Volunteers will be given special preference over the applicants. In this situation, the AFT President or designee, HR representative, site administrator, and unit member will meet to discuss the impacts of the transfer before a decision is made. Potential volunteers will be given 5 days to consider the transfer. If no unit member volunteers for the transfer, the District shall apply the criteria in 8.2.4 in selecting the transferee.
- 8.3.4** A unit member will not be involuntarily transferred more than once in any work year. The District will attempt to avoid transferring any unit member more than once in a two-year period.
- 8.3.5** In cases of transfers which are made during the work year, a unit member will be granted, at the discretion of the Superintendent or designee, up to three (3) work days for purposes of preparation and moving. In exercising such discretion, the Superintendent shall consider, among other things, the amount of

advance notice provided, the amount of materials which need to be moved, and the nature of the new assignment.

8.3.6 In addition to unusual circumstances, exceptions to the necessity to advertise would be in cases in which the school having openings in the positions listed below has qualified personnel to fill the positions:

- 1) Instrumental music instructors; and
- 2) Vocal music instructors

8.3.7 If existing or prospective educational program requirements and/or modifications, or enrollment shifts or trends require transfers or reassignments, the criteria of 8.2.4 shall apply.

8.3.8 Those to be involuntarily transferred or reassigned may indicate a preference of assignments to the Superintendent.

8.4 INTRA-SCHOOL REASSIGNMENTS

The District may reassign a unit member from one grade level to another or from one department to another at the same school. Such reassignments shall be based upon the educationally related needs of the District and shall not be arbitrary, capricious, or disciplinary in nature. The District will provide written notice to the AFT President or AFT designee prior to making such reassignments.

8.4.1 Reassignments, necessitated by resignations or leaves, may be made by the Site Administrator at that site before posting a vacancy District-wide.

8.5 ASSIGNMENTS

Assignments at the middle/intermediate schools requiring more than three preparations will be subject to clearance by the Superintendent in consultation with the AFT President.

8.5.1 The District will attempt to assign teachers to their areas of competence and/or areas in which they have had successful teaching experience.

8.5.2 No teacher will be assigned to a subject area for which he/she is not appropriately credentialed without his/her permission.

ARTICLE IX - SAFETY

9.1 WORK SITE

The District shall provide a clean, well-lighted work site appropriate to each teaching assignment. Each school shall be furnished with a first-aid kit supplied with the articles listed in the Education Code.

9.2 REPORTING UNSAFE CONDITIONS

Certificated employees shall promptly report any unsafe or hazardous condition at their worksite to their site administrator. Upon receipt of such a report, the site administrator shall promptly inspect the work site and take appropriate action. Upon a determination by the District's Director of Maintenance and Operations or designee that a work site is unsafe or hazardous to District employees, no District employee shall be required to work therein.

9.3 STUDENT SUSPENSION

A teacher may suspend, for good cause, any pupil from class for the day of the suspension and the day following. The teacher shall immediately report the suspension to the principal for appropriate action. As soon as possible, the teacher shall ask the parent or guardian of the pupil to attend a parent-teacher conference regarding the suspension.

9.3.1 A school administrator shall attend the conference if the teacher or the parent or guardian so request. The pupil shall not be returned to the class from which the pupil was suspended, during the period of the suspension, without the concurrence of the teacher of the class and the principal.

9.3.2 As used herein, "good cause" includes the following: continued willful disobedience, habitual profanity or vulgarity, open and persistent defiance of the authority of the school personnel, or assault or battery upon a student upon school premises or while under the authority of school personnel or continued abuse of school personnel, assault or battery upon school personnel, or any threat of force or violence directed toward school personnel, at any time or place; however, no pupil shall be suspended unless the conduct for which the pupil is to be disciplined is related to school activity or school attendance.

9.4 REPORTING CASES OF ASSAULT

Employees shall immediately report all cases of assault and/or battery suffered by them in connection with their employment to the principal or designee who shall immediately take appropriate action and report the incident to the police. In the event a certificated employee is assaulted or battered while the certificated employee is acting in the scope of employment, and as a result, the certificated employee is the defendant in a lawsuit, the District shall provide legal representation to the certificated employee in accordance with the provisions of the Government Code.

ARTICLE X – CLASS SIZE

10.1 NUMBER OF STUDENTS

The District shall maintain a District-wide class size average of no more than 30.5 and a school site class size average of 31. These averages refer to the number of pupils in any given school compared with the number of the regular classroom staff.

In order to provide the best instructional program possible within the financial limitations of the District, the following class sizes will be adhered to:

- a)** Beginning in 2014-2015 school year, no more than twenty-four (24) transitional Kindergarten through grade three pupils will be assigned to any one class to reach an average enrollment of 24 per class in each grade at each site. If the state passes new legislation or provides additional flexibility that impacts funding to the reduction of class size, the Parties will return to the negotiations table to bargain a new class size.
 - i.** Notwithstanding the above, the parties also agree that split classes impede the most effective student learning, and that allowing flexibility in class size in order to avoid split classes is in the best interest of students, teachers and the District. A stipend of \$2,000 will be given to a split level K-5 general education classroom teacher.
 - ii.** Teachers in collaboration with the principal and AFT building representative may elect to take up to 26 students to eliminate or prevent a split-level class.
 - iii.** Should a class open with 26 students, the first student leaving will not be considered a vacancy in that class. The class will then be closed at 24 students. In extraordinary circumstances, exceptions may be made subject to agreement by the affected teachers, the Union, and the District.
 - iv.** Teachers taking over 24 students, the Principal, and the AFT site building representative shall sign a separate memorandum of consent agreeing to this increased class size.
- b)** No more than thirty-two (32) pupils will be assigned to any one classroom in grades 4 through 6.
- c)** No more than thirty-three (33) pupils in grades 7th – 8th shall be assigned to any one class, with the exception of 6th – 8th grade classes in physical education, choral music, band and orchestra.
- d)** Physical Education classes in grades 6-8 at Middle Schools shall have a school average of 40 students or less. If a school average of 40 students can only be met by creating multi-grade classes at a site that only has single grade programs, exceptions to this limit may be made through consultation between site administrators and affected teachers memorialized through a site MOU.

e) Special Education Caseloads and Class Size Limits:

- i.** Caseload limits and definition of caseload for Resource Specialist Program (RSP) Teachers: No resource specialist shall have a caseload which exceeds 28 students. The caseload for all special education personnel will be governed by Education Code section 56362. For resource specialists working less than full-time, their caseloads shall be reduced accordingly.
- ii.** Caseload limits for Speech and Language Pathologists (SLPs): The average caseload for language, speech, hearing specialists shall not exceed 55 cases. The maximum caseload for speech and language specialists exclusively serving children with disabilities age 3-5 shall not exceed 40. This caseload shall be pro-rated for SLPs who work less than full –time. (Ed Code 56363.3 and 56441.7

f) The District will make a good faith effort to equitably distribute students who receive special education services among general education classes within a department.

10.2 ALLOWABLE DEVIATION

The Governing Board shall be allowed a 10% deviation from the above-stated class sizes due to extenuating circumstances arising during the school year. Differential scheduling, and special instructional programs that result in decreasing or increasing class sizes for a limited period of time, will not be considered a violation of this Article. If the allowable deviation must be implemented, the AFT President will receive documentation describing the efforts made to place the student(s) in a less crowded class or school.

- a)** When a deviation occurs, the AFT President shall be consulted for consideration in addressing the deviation. Teachers taking over 32 students in grades 4-6, the principal, and the AFT site building representative should sign a separate memorandum of consent agreeing to this class size.
- b)** The District shall make every effort to continue to reduce class size averages below stated contract averages.
- c)** The District shall consider the above class sizes when projecting class sizes at the beginning of the school year.
- d)** When planning classes for the following school year, scheduling will be done in conjunction with the faculty.

ARTICLE XI - EVALUATION

11.1 PROCEDURE

Probationary teachers and those temporary teachers with less than two years of experience will be evaluated at least once each school year by no later than April 30.

- 11.1.1** Permanent teachers with at least ten (10) years of District service and who are highly qualified (i.e., CLAD, Special Education, and NCLB) and whose previous evaluation meets Standards may mutually agree with his/her evaluator to be evaluated at least every three (3) years by no later than April 30 of the year of evaluation. The evaluatee may mutually agree with his/her evaluator to be evaluated via Alternative Assessment (i.e., portfolio or project).
- 11.1.2** A teacher who is evaluated as not meeting one or more standards shall be in receipt of such evaluation no later than March 1.
- 11.1.3** An evaluatee who is evaluated as progressing towards, or not meeting, one or more of the standards may request reevaluation by no later than April 15, or within thirty (30) days of receipt of the evaluation, whichever is later. The result of the reevaluation shall be considered the final evaluation.
- 11.1.4** Under this contract, the normal mode of evaluation is "Informal," i.e. evaluation is conducted by the evaluator on a "drop-in" basis, announced previously or not, as a part of the evaluator's regular, on-going classroom observations in the normal course of the evaluator's duty. Any such observations may be followed by a conference between the parties.
- 11.1.5** Any evaluatee may request and receive at least one "Formal" observation as part of an evaluation. "Formal" observation requires that the time and the subject of instruction be agreed upon between the parties at least two days in advance of the observation and must be followed by a conference between the parties. "Formal" observations will take place only at the request of the evaluatee. The evaluatee may be accompanied, at any evaluative conference, by a representative.
- 11.1.6** If a need for improvement is indicated by an evaluator, the evaluator must indicate specific problems in writing on the evaluation form. Any such problems or deficiencies must be accompanied by specific recommendations and/or assistance as to means of improvement, and by a description of expected performance.
- 11.1.7** Any unsatisfactory rating (as described in 11.1.2) in the area of teaching methods or instruction may include the requirement that the individual shall participate in a program designed to improve this rating to a satisfactory level. For any program required under this section:
- a)** If it requires time during the regular workday, the teacher shall be given reasonable release time;
 - b)** If it requires payment of tuition, the employee shall pay these costs; however, the District will not require a program which involves unreasonable costs.

- 11.1.8** No evaluatee shall be held responsible for any part of the educational program over which the evaluatee has no authority or control.
- 11.1.9** The evaluatee may correspond in writing to the evaluation, and such responses shall be attached to and become a part of the evaluation.
- 11.1.10** When a permanent certificated employee has received an unsatisfactory evaluation (as described in 11.1.2), the employee shall be evaluated annually until the employee receives a positive evaluation or is separated from the District.

11.2 MEANS

Any modifications to the evaluation form shall be made only after consultation with the Union or after receiving recommendations from a joint Union/District committee. If the parties do not agree on the proposed modifications, the Governing Board will be advised of the Union's position on the matter. The District has the final decision on the form. Any modifications will be implemented for the school year following their adoption.

- 11.2.1** Prior to November 1 of each school year, unit members to be evaluated will have a pre-evaluation meeting with the evaluator concerning the form and content of evaluations.
- 11.2.2** The evaluation elements for certificated instructional employees shall be:
 - a)** The progress of pupils toward the standards of expected student achievement in each grade level in each area of study;
 - b)** The instructional techniques and strategies used by the employee;
 - c)** The employee's adherence to curricular standards of student achievement of each grade level in each area of study;
 - d)** The establishment and maintenance of a suitable learning environment within the scope of the employee's responsibilities;
 - e)** Additional evaluation and assessment guidelines or criteria related to an employee's assignment, job description, adjunct duties, or job responsibilities which may be adopted by the Board. The evaluation and assessment of employee competency shall not include the use of publisher's norms established by standardized tests.
- 11.2.3** The performance of non-instructional certificated personnel which cannot be evaluated appropriately under Section 11.2.2 shall be evaluated and assessed as it relates to job responsibilities defined by the District and by means which measure and reasonably relate to the fulfillment of those responsibilities.

11.2.4 Any grievance relating to evaluations shall be limited to a claim that the evaluation procedures have been violated, and shall not challenge the substantive objectives, standards or criteria determined by the evaluator or District, nor shall it contest the judgment of the evaluator or the content of the evaluation.

ARTICLE XII - DEDUCTIONS

12.1 DUES DEDUCTION AUTHORIZATION

Any member of the unit may sign and deliver to the District a payroll deduction form authorizing payroll deductions for membership dues to the exclusive representative and any other voluntary deductions permitted by law. Such authorization shall remain in effect from year-to-year.

12.2 DUES DEDUCTION PAYMENT

Pursuant to the authorization for Union dues, the District shall deduct one tenth (1/10) of such dues from the regular salary check of the member of the unit for each month for ten (10) months. This sum shall be forwarded to the appropriate financial officer of the Union together with an alphabetical list indicating the name of each payee and the amount forwarded. The Union agrees to indemnify and hold the District harmless from any costs, fees or charges expended by the District in regard to the enforcement or defense of this Article.

12.3 VOLUNTARY DEDUCTIONS

Voluntary deductions, other than Union dues, collected by the District pursuant to authorization of the employee, shall be forwarded promptly to the appropriate assignee as directed by the employee on the payroll deduction form.

ARTICLE XIII - GRIEVANCE PROCEDURE

13.1 DEFINITIONS

A grievance is a written claim that there has been an alleged violation, misapplication, or misinterpretation of this Agreement.

13.1.2 A "grievant" is a person(s), including the Union, asserting a grievance.

13.1.3 A "day" is any day in the calendar year in which the District Administrative Office is open for regularly scheduled business.

13.2 PURPOSE

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances. Both parties agree that these proceedings will be kept as informal and as confidential as may be appropriate at any level of the procedure.

- 13.2.1** Any employee may, at any time, present grievances to the District and have such grievance adjusted without the intervention of the Union, as long as the adjustment is reached at the informal stage of Level One and the adjustment is not inconsistent with the terms of this Agreement.
- 13.2.2** Time limits specified herein are maximum time periods, and it is the intention of the parties to resolve grievances as early as possible. Time limits herein may be reduced or extended by mutual agreement of the parties if necessary or desirable.

13.3 PROCEDURE

- 13.3.1 Level One:** A grievant will first discuss the grievance with the principal or immediate supervisor. Such informal resolution of the grievance shall not conflict with the terms of this Agreement. In the event the parties are not able to resolve the grievance, the grievant may submit the grievance in writing to the principal or immediate supervisor. Such grievance shall be dated, contain the provision(s) of the Agreement allegedly violated, the basis for the grievance and the relief requested. All grievances must be submitted in writing within thirty (30) days of the occurrence of the matter in dispute, or within thirty (30) days after a person reasonably should have known of the occurrence of the matter in dispute. Response to the grievance by the District shall be in writing and rendered within ten (10) working days of the submission of the written grievance.
- 13.3.2 Level Two:** If the grievant is not satisfied with the disposition of the grievance at Level One, or if no response is given within the period provided, the grievant may file the grievance in writing simultaneously with the Union and the Superintendent. Such a grievance must be filed within ten (10) working days after the written response to the Level One grievance or ten (10) working days after expiration of the period in which the written response was due. Within ten (10) working days after receipt of the written grievance by the Superintendent, the Superintendent or his designee will meet with the grievant and a representative of the Union in an effort to resolve the matter. Within ten (10) working days of the meeting, the Superintendent or his designee shall give a written answer to the grievant and the Union. Such written response shall be dated and state the reasons for the decision.
- 13.3.3 Level Three:** If the grievant is not satisfied with the disposition of the grievance at Level Two, or if no written decision has been rendered within the ten (10) working-day period, the grievant may within an additional ten (10) working-day period, request in writing that the Union submit the grievance to arbitration. The Union has the exclusive right to decide on the submission of a grievance to arbitration. The Union will notify the Superintendent in writing of the decision to submit the grievance to arbitration, provided the request is submitted to the Superintendent within twenty (20) days after receipt of the Level Two written response, or if no written response is issued, then within

twenty (20) days from the expiration of the period during which the response should have been issued.

13.4 ARBITRATION

The parties shall select an arbitrator from a panel of names requested from the California State Conciliation and Mediation Service by a process of alternate striking of names. The arbitrator's decision shall be in writing and will set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. Nor will the arbitrator have any power to amend, modify, add or delete provisions in this Agreement.

13.4.1 The Grievance Procedure may not be utilized to challenge or change the policies of the District as set forth in the Board of Education Policies, Administrative Regulations, and Procedures.

13.4.2 The District and the AFT agree that the jurisdiction and authority of the arbitrator so selected in opinions he/she expresses will be confined exclusively to the interpretation of the expressed provisions of the agreement at issue between the parties. The arbitrator shall have no authority to add to or subtract from, alter, or amend or modify the provisions of the agreement. The decision of the arbitrator within the limits prescribed will be final and binding upon the parties to the dispute.

13.4.3 The Governing Board may elect not to comply with the arbitrator's recommendation. However, if the Governing Board does not follow the arbitrator's recommendation, in whole or in part, the Board will pay three-fourths (3/4) of the fees and expenses of the arbitrator and stenographer employed for the proceeding. All other costs shall be borne by the party incurring them.

13.5 GENERAL PROVISIONS

Time limits for appeal provided for at each level shall begin the day following receipt of the written decision by the grievant and/or the Union.

13.5.1 Time limits may be extended by mutual consent.

13.5.2 The Union may file, on behalf of two or more employees, a single grievance relating to the same occurrence involving two or more employees. Such a grievance must be initiated at Level Two.

13.5.3 All written records and other documentation dealing with the processing of a grievance will be filed separately from the District personnel file of any of the participants.

13.5.4 A grievant shall have the right of representation at all levels of the grievance by the Union.

13.5.5 The Union will be accorded reasonable time off for grievance processing.

ARTICLE XIV - EARLY RETIREMENT INCENTIVES

14.1 GENERAL PROVISIONS

Any unit member who has reached the required age may participate in a retirement plan outlined in Section 14.2 below. A unit member approved for participation in one of the retirement plans shall resign a full-time position with the District and may not return to a full-time position. Except for the Golden Handshake, no more than (5%) of the members of this unit shall participate in retirement programs in any one school year.

14.2 PLANS

A unit member may request retirement under one of the following plans:

14.2.1 PART-TIME SERVICE WITH FULL-TIME RETIREMENT CREDIT:

Any unit member at least fifty-five (55) years of age, currently providing full-time service to the District and who has been a full-time employee for a period of ten (10) years immediately preceding the request, without a break in service, may request Part-Time Service with Full-Time Retirement Credit. A request to participate must be submitted to the District Personnel Office no later than March 1 of the school year preceding the desired year of participation. The option of part-time employment must be exercised at the request of the unit member and can be revoked only with the mutual consent of the District and the employee. Approval of all requests for Part-Time Service with Full-Time Retirement Credit shall be at the sole discretion of the Governing Board.

- a) Acceptance of qualified applicants into this program shall be contingent upon the District obtaining the services of a replacement employee and approval of the Board based on the best interests of the District.
- b) A unit member employed under this option shall be paid a pro-rata share of the salary the member would be earning if employed full-time.
- c) In order to receive full credit toward retirement, the employee and the District must contribute to the retirement system as though the employee were employed full-time. Payment of this amount shall be in accordance with District procedure.

- d) The minimum part-time employment under this opinion shall be the equivalent of one-half (1/2) the number of days service required by the unit member's contract.
- e) The period of part-time employment under this option shall not exceed ten (10) years nor extend beyond the end of the school year during which the employee reaches the 65th birthday.

14.2.2 EARLY RETIREMENT CONSULTANCY

Subject to STRS regulations, a unit member at least fifty (50) years of age currently providing full-time service to the District and who has been a full-time employee for a period of ten (10) years immediately preceding the request, without a break in service, may request to participate in this Early Retirement option and serve as a consultant to the District. A request to participate must be submitted to the District Personnel Office no later than March 1 of the school year preceding the desired year of participation. Approval of all requests for Early Retirement Consultancy shall be at the sole discretion of the Governing Board.

A unit member participating in this plan shall sign a Consultant Agreement with the District and serve up to a maximum of thirty (30) days per year performing services mutually agreed upon by the consultant and the District. Said services shall be based on the needs of the District and shall include, but not necessarily be limited to, in-service training, development of curriculum, and workshop presentation. A Consultant Agreement under this program shall be entered into for a one (1) year period. Any contribution beyond this period shall be at the sole discretion of the District and based solely on the District needs.

- c) The annual compensation paid to a consultant shall be at the rate of Step 3, BA plus 60 units, without a Masters, on the teacher's salary schedule. If the consultant is requested to work less than thirty (30) days in any one year, the annual compensation paid to a consultant under this plan shall be prorated.

14.2.3 FRINGE BENEFITS FOR RETIREES

Effective July 1, 2016, the District will continue to pay the individual health and welfare benefit premium, including Delta Dental, for unit members that qualify for retirement under STRS or PERS, who have been an employee for a period of ten (10) consecutive years immediately preceding the request, or who are selected to participate in one of the above listed plans. Such payments shall be at the contribution level which was in effect for single coverage at the time the unit member retired and shall extend a maximum of ten (10) years or upon qualifying for Medicare, whichever comes first.

- a) Single employees will be grandfathered in at the composite retiree rate for Delta Dental.

ARTICLE XV – PAR / TEACHER INDUCTION PROGRAM

The Teacher Induction Program is a program which enables beginning teachers to make a smooth transition into the complex responsibilities of teaching. The Teacher Induction Program increases the retention of beginning teachers and improves learning opportunities for their K-12 students by providing intensive support and professional development.

This model is designed to promote the professional growth of individual teachers and is used by beginning teachers with the assistance of an experienced teacher who serves as an advisor. This mentoring relationship between the beginning teacher and the advisor is one of the most powerful components of the program.

ARTICLE XVI - PARENT COMPLAINTS

Pursuant to Section 35160.5(3) of the Education Code, the District shall provide the following procedures for resolution of complaints regarding employees of the District:

- a) Any parent or guardian of a pupil enrolled in the District may make a written complaint regarding any District employee.
- b) All such complaints shall be on complaint forms supplied by the District, signed by the complainant and submitted at the District Office.
- c) Complaints must be submitted to the District within six (6) months of the event giving rise to the complaint.
- d) District complaint forms shall include a place for the complainant to indicate whether a response from the District is requested. If no such request is made, the District shall not be required to respond to the complainant.
- e) Upon receipt of a complaint by the District, the employee shall be given a copy of such complaint and shall have the right to respond in writing. Matters involving child abuse or sexual harassment are exempted from the complaint provisions of the Collective Bargaining Agreement. Any written response by the employee shall be attached to the complaint. Upon request, the employee shall have the right to meet with the complainant in order to question the complainant regarding the accuracy and validity of the complaint. The employee shall have the right to be represented by the Union at any meeting with a representative(s) of the District concerning the complaint.
- f) If a response is requested by the complainant, the appropriate administrator or the District shall reply in writing within twenty (20) work days from receipt of the complaint. Upon request of the employee the Superintendent shall meet with the employee prior to responding to the complaint. A copy of the Superintendent's response shall be furnished to the employee.
- g) The complainant may contest the response of the District representative by written appeal to the Superintendent within twenty (20) work days of such

response. The Superintendent, upon receipt of such appeal shall respond within twenty (20) work days.

- h)** After response from the Superintendent any complainant still dissatisfied with the District resolution of the complaint may make a final written appeal to the Governing Board within fifteen (15) calendar days of the Superintendent's decision. A copy of this appeal shall be furnished to the employee who shall have the right to respond. If the Board schedules a hearing with the complainant, the employee shall have the right to be present.
- i)** No complaint filed by a parent or guardian will be placed in the employee's personnel file if the procedural steps described above have not been followed or if the complaint is found by the Board to be unjustified. If the complaint is found to be justified, the District may take appropriate disciplinary actions.
- j)** A teacher will be informed of a parent complaint prior to being called into a parent-teacher conference.

ARTICLE XVII - JOB SHARING

17.1 PROCEDURES FOR EMPLOYEES

Unit employees may participate in job sharing at the election of the District subject to the following:

- a)** All job-sharing arrangements must be submitted annually to the Assistant Superintendent/Director for Human Resources by April 1st, for the following school year, with exceptions made for unexpected circumstances such as pregnancy, and shall require mutual written agreement between the District and the unit employees involved. Participation in such programs shall be voluntary.
- b)** Full-time unit employees who accept a reduced assignment for job sharing under the terms of this Article, may request to return to full-time assignment for a subsequent contract year provided they notify the District in writing by certified mail no later than February 15 of the year of reduced assignment of their desire to return to full-time status.
- c)** The District will grant requests for return to full-time status before hiring from outside the District to fill a position for which the job sharer is qualified.
- d)** Salary and benefits for part-time job-sharing assignments shall be proportionate to full-time salary and benefits as the assignment is proportionate to a full-time assignment.
- e)** Unit employees in part-time job-sharing assignments shall perform adjunct duties in equivalent proportion:

- f) 1. Those unit members who serve at least fifty percent (50%) of the normal working hours during the school year and who teach every day shall advance one annual step on the salary schedule.
2. For those unit members who do not qualify under "f (1),"the following shall apply: Those unit members serving at least 75 percent of the normal working hours during the school year will advance one annual step on the salary schedule, while those working less than 75 percent of the normal working hours will advance one annual step on the salary schedule after completing two consecutive years of job sharing.
- g) Job sharers may be expected to be on duty full time at the beginning of the school year to meet with parents and coordinate and plan for the position. The number of days of full-time duty at the beginning of the year shall be specified in the written agreement. Unit members in a job share will be expected to attend Back-to-School Night.

ARTICLE XVIII - SUMMER SCHOOL

18.1 PROCEDURES FOR SUMMER SCHOOL

Employment for Summer School will be based on a lottery. Preference, by a separate lottery, will be given to those who did not teach Summer School the previous year.

18.2 Summer School teachers will be granted one day of sick leave.

18.3 Summer school teachers will be granted one day of bereavement leave in the event of the death of any member of the immediate family as defined in Article 7.3.1 of the contract.

SPECIAL EDUCATION SUMMER SCHOOL

Please refer to APPENDIX H for Memorandum of Understanding on Special Education Summer School, between JESD and AFT Local 3267, dated and signed on May 23, 2013.

For special education summer school only, special education teachers working summer school will be granted one paid full day at the per diem rate for summer school prior to the start of classes, the majority of which shall be available for teachers to set up and prepare for classes. The MOU will sunset when summer school is expanded to include regular education classes. Extended School Year (ESY) stipend of \$4,200 for 4 weeks.

ARTICLE XIX - RESTRUCTURING

19.1 PROCEDURES FOR RESTRUCTURING

The Union and the District will meet to provide language for the restructuring process as it relates to wages, hours, and working conditions.

19.2 NOTE: The District agrees that school-specific provisions shall be valid only for that school and shall not constitute a precedent for other schools. The application of such a provision at any other school must be justified for each situation.

ARTICLE XX DISCIPLINE

20.1 DISCIPLINE ARTICLE

The Union and the District agreed on May 14, 2013 for the following:

- 20.1.1** Teachers shall not be disciplined without just cause.
- 20.1.2** A teacher may request and will be provided a union representative at any disciplinary meeting or hearing.
- 20.1.3** Disciplinary action in the form of dismissal or suspension above 15 days shall be in accordance with the appropriate provisions of the Education Code.
- 20.1.4** The following just cause guidelines shall be recognized:
 - a)** The teacher shall be adequately informed of the consequences of his/her conduct.
 - b)** The District's rules, regulations and policies shall be reasonable and related to the efficient operation of the District.
 - c)** A fair and objective investigation shall reveal the necessity for disciplinary action.
 - d)** Rules, orders and penalties should be applied fairly and equitably.
 - e)** Disciplinary action should be appropriate and reasonably related to the nature of the offense.
- 20.1.5** Progressive discipline shall be utilized except for conduct which is of such nature that progressive discipline grievance normally would not result in corrective conduct.
 - a)** Initially the principal or immediate supervisor shall discuss the teacher's acts) or omission(s) prior to issuing verbal reprimand.
 - b)** If a verbal reprimand does not result in corrective conduct, a written reprimand may be issued.
 - c)** The elements of progressive discipline shall be administered in a timely manner.
- 20.1.6** Prior to administering any formal discipline subsequent to the oral and/or written reprimands, a teacher shall be provided notice and an opportunity to be heard. Notice shall include a statement of the incident(s) or misconduct

which form the basis for disciplinary action and statement of the discipline to be imposed. Such notice shall be given within five (5) working days of the decision to administer formal discipline.

- 20.1.7** If suspension without pay is recommended as a disciplinary action it shall be preceded by at least two (2) related written reprimands normally would not result in corrective conduct.
- 20.1.8** Any initial suspension of a teacher pending a disciplinary hearing shall be with pay.
- 20.1.9** Prior to suspending a teacher without pay for more than two (2) weeks, a hearing shall take place at the Assistant Superintendent level.
- 20.1.10** Disciplinary actions shall be administered in a fair and equitable manner.
- 20.1.11** In all cases where discipline is reduced to writing the teacher shall be permitted a reasonable amount of time to consult with his/her representative to receive assistance and advice in preparing a rebuttal or reply.
- 20.1.12** Grievances filed alleging violation of the above provisions regarding discipline less than dismissal may be held at Step 21 of the Grievance Procedure

ARTICLE XXI COMPLETION OF NEGOTIATIONS

AGREEMENT

This document comprises the entire **Agreement** between the District and the Union on all matters within the lawful scope of negotiations, whether such matters were included in this **Agreement** or not. During the term of this **Agreement**, except as expressly provided for through reopener clauses, neither the Union nor the District shall be under any obligation to meet and negotiate with respect to any subject matter, whether referred to or covered in this **Agreement** or not, even though such subject matter may not have been within the knowledge or contemplation of either or both the District and/or the Union at the time they met to negotiate and/or execute this **Agreement**. All matters not specifically enumerated within the clear and explicit language of this Agreement shall be deemed to be within the sole and exclusive authority of the Governing Board. The parties hereby agree on this **January 24, 2025**.

FOR THE JEFFERSON ELEMENTARY SCHOOL DISTRICT GOVERNING BOARD

Anthony Tsujisaka, PRESIDENT

FOR THE AMERICAN FEDERATION OF TEACHERS AFL-CIO, LOCAL #3267

Adam Hawkins, PRESIDENT

APPENDIX A: TENTATIVE AGREEMENT: (UPDATES ARE BOLDED)

Tentative Agreement Between The Jefferson Elementary School District And The American Federation of Teachers AFL-CIO Local #3267 January 24, 2025

12:10 pm

- *Article II – Wages -interest in an increase in wages*
- *Article III - Work Year & Calendar-update language*
- *Article IV-Personnel Files -Update language*
- *Article V - Professional Rights*
- *Article VI – Health and Welfare*
- *Article VII- Sick Leave*
- *Article VIII Transfer/Reassignments language-update/clarify language*
- *Article X – Class Size Article XIII - Grievance Procedure*
- *Article XVIII - Summer School- update language*
- *Article XXI- Preschool Instructors-clarify language MOUs -discussion/update language*

*NOTE-Language proposed is in **BOLD and Underlined**; Language we propose to be taken out has been ~~stricken through~~. We reserve the right to open on any other articles as we continue these negotiations.*

ARTICLE I – AGREEMENT

1.6 TERM OF AGREEMENT

This Agreement, except as described in Article 1.7 below shall continue in effect through **June 30, 2027** and shall thereafter automatically renew itself from year-to year unless one of the parties notifies the other in writing no later than February 1, **2025** of its request to modify, amend, or terminate the Agreement.

ARTICLE II - WAGES

Please refer to **APPENDIX B** in back for Teacher Salary Schedules.

Effective July 1, 2024, unit members shall receive an on-going salary increase of **three percent (3%)**.

2.1 First year teachers will be paid for one additional day of service at the per diem rate. The salary schedule for employees is set forth in Appendix B.

2.2.5 A stipend of \$2000 will be given to **unit members** with a Master's or a higher degree. **An additional stipend of \$1,500 will be given for a second Master's or a higher degree** if the second degree is in Education, including but not limited to Special Education or English Language Instruction, or in English, Math or Science,

to Speech Pathologists with a second Masters' or American Speech Language-Hearing Association (ASHA) certification, and to counselors who have accrued the 3,000 hours of supervised experience required to apply for licensure as a Licensed Clinical Social Worker, Licensed Marriage and Family Therapist, or Licensed Professional Clinical Counselor.

Correct 2.2.6 Upon receiving certification in a relevant subject matter area from the National Board for Professional Teaching Standards (NBPTS), an employee shall receive a one-time payment of \$2500.

From the TA:

2.2.7 General education teachers who attend IEP and 504 meetings outside of the contracted work day per Article 3.2, shall receive a \$70 per hour stipend so long as they attend the entire IEP or 504 without excusal. Prior to being eligible for the stipend, general education teachers must have already attended 2 hours of IEP or 504 meetings outside of the contracted work day without excusal.

ARTICLE III - HOURS OF EMPLOYMENT

3.1 WORK YEAR

The work year shall be 186 days for returning teachers and 187 days for teachers new to the District. The work year for returning School Counselors, Inclusion Specialists, Resource Specialist (RSP) teachers, Special Day Class (SDC) teachers and MultiTiered Systems of Support (MTSS) teachers shall be 191 days and 192 days for those new to the District. The work year for returning Speech and Language Pathologists shall be 196 days and 197 days for those new to the District. The day before the first day of instruction shall be for the exclusive purpose of classroom or program preparation. To the extent possible, full days of professional development will be scheduled before the first day of class, with mid-year professional development scheduled on "institute days" without students. There shall be 182 days of regular instruction.

- a) **The five (5) additional contracted work days (thirty five (35) additional hours) for SpEd teachers shall be used for IEP Prep and Planning (Including IEP meetings, Service Tracking, Collaborate about mainstreaming, collaborate with SDC or Receiving Team to set up students for success, transitions.) and shall be scheduled before or after the contracted work day/year, documented on time logs, and coordinated with site designee.**
- b) **Five (5) of the additional SLP contracted work days (thirty five (35) hours) shall be used for IEP Prep and Planning (Including IEP meetings, Service Tracking, Collaborate about mainstreaming, collaborate with SDC or Receiving Team to set up students for success, transitions.) and shall be scheduled before or after the contracted work day/year, documented on time logs, and coordinated with site designee.**

3.1.1 Middle School unit members shall assist one another with promotion duties as assigned.

3.2 WORK DAY

The assigned work day for each classroom teacher shall begin fifteen (15) minutes prior to that teacher's first regular class at the employee's work location. Employees must remain at school fifteen (15) minutes after their regular class at the employee's work location unless permission to leave is obtained from the immediate supervisor. "Regular class" includes any preparation periods.

- 3.2.1 In addition to the time set forth in 3.2 above, as part of the normal work day, the parties recognize that classroom teachers utilize time away from the school site in order to prepare for and to complete instructional responsibilities. Unit members can be required to remain on site in order to perform professional adjunct duties as assigned by the District, which include regular faculty meetings, parent/teacher conferences, school and District in-service training, curriculum development, school/District committees, Open House and Back-to-School Night.
- 3.2.2 The adjunct duties which are listed in 3.2.1 shall be equitably distributed on an annual basis within each school throughout the District.
- 3.2.3 A duty-free lunch shall be provided except when emergencies involving District personnel or students arise. The duty-free lunch shall consist of fifty (50) continuous minutes in the elementary schools and shall be equal to one (1) period in the middle/intermediate schools. Unit members may depart from campus during the lunch period provided notice is given to the front office before leaving in order that no more than seventy percent of the staff would be off campus at any one time.
- 3.2.4 Certificated employees shall not be required to perform such above- listed adjunct professional duties (including required evening meetings), which, combined with the assigned work day, exceed thirty-five (35) hours of work, exclusive of lunch, in any week. The District shall not require teachers to perform adjunct duties on weekends. The District reserves the right to schedule committee meetings on release time, providing coverage for classes.
 - (a) The District shall continue the current practice of providing preparation time for certificated employees in grades 6, 7, and 8 at middle or intermediate school sites.
 - (b) Such preparation time for 6, 7, and 8 at middle or intermediate school sites shall be for one (1) period per day per instructional day during which time the certificated employee may leave the school building with permission from the immediate supervisor.
 - (c) Transitional Kindergarten and Kindergarten teachers shall have no less than one hour of preparation time per day.
 - (d) All preschool teachers shall receive a 1 hour preparation period per day. The site administrator shall develop parameters to support consistent implementation of 1 hour of preparation time per day.
 - (e) Elementary school staff and site principals will reach joint consensus regarding supervision in the event a substitute is not available for an absent classroom teacher.

Elementary school counselors may volunteer, but shall not be required, to substitute for up to sixty (60) minutes per day; in the event this happens, the counselor shall be paid the rate per stipend sheet per period for substituting for one (1) period.

- (f) When substitutes are not available for intermediate grades, unit members who are scheduled for a preparation period may volunteer to substitute during such period; in the event this happens, the unit member shall be paid the rate per stipend sheet per period for substituting. Middle school counselors, may volunteer, but shall not be required, to substitute for up to one period per day; in the event this happens, the counselor shall be paid the rate per stipend sheet per period for substituting.
- (g) Teachers in Pre-K through 5th (or through 6th grade if in elementary schools) will receive the rate per stipend sheet whenever the teacher opts to take 4 or more students into his or her classroom for a full day when a substitute is not available
- (h) Special Day Class and Resource Specialist Program teachers shall each be provided with two and one-half (2 ½) days per school year of classroom coverage by a substitute teacher to prepare for and attend IEP meetings that take place during the work day as needed and I or to review IEPs with General Education (including pre-school) teachers and paraprofessionals before and / or after the student is assigned to a teacher's classroom. Released teachers shall be expected to perform work on site and shall meet with their site administrator(s) to discuss issues related to the site's Special Education program, individual student IEPs, or other issues that arise from these meetings needing administrative support or knowledge. Scheduling of coverage will be mutually agreed upon and arranged by the site administration and teacher. To help ensure substitute coverage, all of the mutually agreed upon dates shall be entered into the substitute management system by the **first week of each month** with the understanding that dates may change due to rescheduling of IEP meetings, etc.

3.2.5 TEACHER COLLABORATION TIME/EARLY RELEASE WEDNESDAYS

- *The Collaboration Committee will present a proposal*

ARTICLE IV - PERSONNEL FILES

- 4.2 Information from the employment records of an employee shall not be released without the consent of the employee unless the release is compelled by law, judicial order, or lawfully issued subpoena. Nothing in this section shall prohibit inspection of employment records by officials of the District or of the State who have legitimate business interests that justify the inspection.
- a) **The District shall notify the Union President and the affected unit member should it receive a request for public records seeking information about a unit member of a disciplinary nature, and provide a copy of the request.**

ARTICLE VI - HEALTH AND WELFARE

6.2 HOSPITAL – MEDICAL INSURANCE

- a) All District contributions will be based on the Kaiser Traditional/High plan. The District will contribute 100% of the cost of this plan for employee-only coverage. The District contribution cap for Kaiser employee plus one will be \$1,057.76 and for employee plus family will be \$1,471.22. The United Health Care and Sutter Health District contribution caps shall be \$975.74 for employee only, \$1,057.76 for employee plus one, and \$1,471.22 for employee plus family.

ARTICLE VII SICK LEAVE

- 7.3.6 Seven (7) days of Personal Necessity Leave granted under this section may be used as “no tell days” during a school year for personal use provided that advance notice is given to the site administrator, subject to unusual conditions, such as substitute staffing needs. No tell days are equivalent to “compelling personal necessity days” in the currently used (2024) sub system and shall be consistent with language listed in Article 7.3.

ARTICLE VIII - TRANSFERS/ REASSIGNMENTS

- 8.2.4 Employees desiring voluntary transfers from one school site to another school site must apply for the posted vacancy. The site principal and two tenured certificated **unit member** representatives from the site, selected by site staff where the vacancy exists, shall interview all applicants and will consider needs of site and such criteria as the qualifications of the applicants, including professional competency, teaching experience, related experiences, credentialing, educational background, professional growth, seniority and comparability requirements of a federal or state funding program which may override all other criteria. Unanimous agreement is required by the site principal and the two elected certificated **unit member** representatives in order for a voluntary transfer to occur. In the event that the two elected representatives may not be available, the staff will select two tenured alternates.

8.3 INVOLUNTARY TRANSFERS

Involuntary transfers shall be initiated by the Superintendent or designee and shall be based on the best interest of the District, and shall not be arbitrary, capricious, or disciplinary in nature. When two or more-unit members could serve the District's purposes for an involuntary transfer, the District shall apply the criteria in 8.2.4 in selecting the transferee.

- 8.3.3 If a school has insufficient enrollment to justify the number of assigned teachers, members of the staff will first be given the opportunity to volunteer for transfer. Volunteers will be given special preference over the applicants. **In this situation, the AFT President or designee, HR representative, site administrator and unit member will meet to discuss the impacts of the transfer before a decision is made. Potential volunteers will be given 5 days to consider the transfer. If no unit member**

volunteers for the transfer, the District shall apply the criteria in 8.2.4 in selecting the transferee.

8.3.4 A unit member will not be involuntarily transferred more than once in any work year. The District will attempt to avoid transferring any unit member more than once in a two-year period.

8.3.5 In cases of transfers which are made during the work year, a unit member will be granted, at the discretion of the Superintendent or designee, up to three (3) work days for purposes of preparation and moving. In exercising such discretion, the Superintendent shall consider, among other things, the amount of advance notice provided, the amount of materials which need to be moved, and the nature of the new assignment.

8.4 The District may reassign a unit member from one grade level to another or from one department to another at the same school. Such reassignments shall be based upon the educationally related needs of the District and shall not be arbitrary, capricious, or disciplinary in nature. The District will provide written notice to the AFT President or AFT designee prior to making such reassignments.

ARTICLE X - CLASS SIZE

10.1 NUMBER OF STUDENTS

The District shall maintain a District-wide class size average of no more than 30.5 and a school site class size average of 31. These averages refer to the number of pupils in any given school compared with the number of the regular classroom staff.

In order to provide the best instructional program possible within the financial limitations of the District, the following class sizes will be adhered to:

- a) Beginning in 2014-2015 school year, no more than twenty-four (24) transitional Kindergarten through grade three pupils will be assigned to any one class to reach an average enrollment of 24 per class in each grade at each site. If the state passes new legislation or provides additional flexibility that impacts funding to the reduction of class size, the Parties will return to the negotiations table to bargain a new class size.
 - i) Notwithstanding the above, the parties also agree that split classes impede the most effective student learning, and that allowing flexibility in class size in order to avoid split classes is in the best interest of students, teachers and the District. **A stipend of \$2,000 will be given to a split level K-5 general education classroom teacher.**
- b) No more than thirty-two (32) pupils will be assigned to any one classroom in grade 4 through 6.
- c) No more than thirty three (33) pupils in grades 7 and 8 shall be assigned to any one class, with the exception of 6th-8th grade classes in physical education, choral music, band and orchestra.
- e) Special Education Caseloads and Class Size Limits.

10.2 ALLOWABLE DEVIATION

The Governing Board shall be allowed a 10% deviation from the above-stated class sizes due to extenuating circumstances arising during the school year. Differential scheduling, and special instructional programs that result in decreasing or increasing class sizes for a limited period of time, will not be considered a violation of this Article. If the allowable deviation must be implemented, the AFT President will receive documentation describing the efforts made to place the student(s) in a less crowded class or school.

- a) When a deviation occurs, the AFT President shall be consulted for consideration in addressing the deviation. Teachers taking over 32 students in grades 4-6, the principal, and the AFT site building representative should sign a separate memorandum of consent agreeing to this class size.

ARTICLE XI - EVALUATION

- *Evaluation Committee will present a proposal*

ARTICLE XIII: GRIEVANCE PROCEDURES

13.4.2 The District and the AFT agree that the jurisdiction and authority of the arbitrator so selected in opinions he/she expresses will be confined exclusively to the interpretation of the expressed provisions of the agreement at issue between the parties. The arbitrator shall have no authority to add to or subtract from, alter, or amend or modify the provisions of the agreement. The decision of the arbitrator within the limits prescribed will be final and binding upon the parties to the dispute.

13.4.3 The Governing Board may elect not to comply with the arbitrator's recommendation. However, if the Governing Board does not follow the arbitrator's recommendation, in whole or in part, the Board will pay three fourths (3/4) of the fees and expenses of the arbitrator and stenographer employed for the proceeding. All other costs shall be borne by the party incurring them.

ARTICLE XIV - EARLY RETIREMENT INCENTIVES

14.2.3 FRINGE BENEFITS FOR RETIREES

Effective July 1, 2016, the District will continue to pay the individual health and welfare benefit premium, including Delta Dental, for unit members that qualify for retirement under STRS or PERS, who have been an employee for a period of ten (10) consecutive years immediately preceding the request, or who are selected to participate in one of the above listed plans. Such payments shall be at the contribution level which was in effect for single coverage at the time the unit member retired and shall extend a maximum of ten (10) years or upon qualifying for Medicare, whichever comes first.

ARTICLE XVIII: SUMMER SCHOOL

Please refer to APPENDIX G for Memorandum of Understanding on Special Education Summer School, between JESD and AFT Local 3267, dated and signed on May 23, 2013. For special education summer school only, special education teachers working summer school will be granted one paid full day at the per diem rate for summer school prior to the start of classes, the majority of which shall be

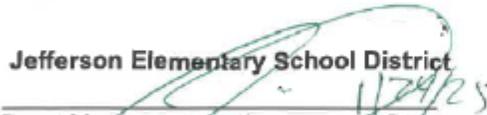
available for teachers to set up and prepare for classes. The MOU will sunset when summer school is expanded to include regular education classes. ESY (Extended School Year) stipend of \$4,200 for 4 weeks. (JESD agrees)

ARTICLE XXI: PRESCHOOL INSTRUCTORS [DELETE ARTICLE 21 IN ITS ENTIRETY]

APPENDIX B:

Full Day Preschool Instructor Salary Schedule

Part Day Preschool Instructor Salary Schedule.

<p>Jefferson Elementary School District</p> <p> 1/24/25 Brent Marquez-Valenti Date Assistant Superintendent / HR</p> <p> 1/24/25 Josie Peterson Date Assistant Superintendent / Business</p> <p> 1/24/25 Benjamin Turner Date Principal / BF Middle School</p> <p> 1/24/25 Alex DeLanda Date Principal / WW School</p> <p> 1.24.2025 Lisa Mori Date JESD Counsel</p>	<p>American Federation of Teachers 3267</p> <p> 1/24/25 Adam Hawkins Date President, AFT 3267</p> <p> 1-24-25 Erica Williams Date Field Representative, AFT</p> <p> 1-24-25 Anoushka Takla Date Teacher / MHT School</p> <p> 1/24/25 Kevin Owens Date Teacher / TRP School</p> <p> 1/24/25 Diana Mendez Date Teacher / GW School</p> <p> 1-24-25 Samantha Brandi-DeAvila Date Teacher / GP</p> <p> 1-24-25 Rebecca Clark Date Teacher / TE</p> <p> 1-24-25 ZOE MARINOVICH Teacher / GW</p>
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APPENDIX B: TEACHER SALARY SCHEDULES

JEFFERSON ELEMENTARY SCHOOL DISTRICT TEACHER SALARY SCHEDULE FY 2024-25

STEP	CLS1A			CLS1B BA - 59 UNITS			CLS1C			CLS2A			CLS2B BA - 60 UNITS			CLS2C			CLS3A			CLS3B BA - 75 UNITS			CLS3C		
	Without Master			With Master			With Double MA*			Without Master			With Master			With Double MA*			Without Master			With Master			With Double MA*		
	SALARY	SALARY	SALARY	SALARY	SALARY	SALARY	SALARY	SALARY	SALARY	SALARY	SALARY	SALARY	SALARY	SALARY	SALARY	SALARY	SALARY	SALARY	SALARY	SALARY	SALARY	SALARY	SALARY	SALARY	SALARY	SALARY	SALARY
01	68,157	70,157	71,657	68,532	70,532	72,032	69,418	71,418	72,918																		
02	68,772	70,772	72,272	69,237	71,237	72,737	72,006	74,006	75,506																		
03	70,068	72,068	73,568	71,819	73,819	75,319	74,691	76,691	78,191																		
04	72,681	74,681	76,181	74,500	76,500	78,000	77,479	79,479	80,979																		
05	75,393	77,393	78,893	77,276	79,276	80,776	80,370	82,370	83,870																		
06	78,207	80,207	81,707	80,162	82,162	83,662	83,365	85,365	86,865																		
07	81,123	83,123	84,623	83,149	85,149	86,649	86,478	88,478	89,978																		
08	84,149	86,149	87,649	86,252	88,252	89,752	89,702	91,702	93,202																		
09	87,286	89,286	90,786	89,469	91,469	92,969	93,048	95,048	96,548																		
10	90,541	92,541	94,041	92,806	94,806	96,306	96,518	98,518	100,018																		
11	93,920	95,920	97,420	96,267	98,267	99,767	100,118	102,118	103,618																		
12	97,423	99,423	100,923	99,859	101,859	103,359	103,852	105,852	107,352																		
13	97,423	99,423	100,923	99,859	101,859	103,359	103,852	105,852	107,352																		
14-L1	99,743	101,743	103,243	102,237	104,237	105,737	106,328	108,328	109,828																		
15-L1	99,743	101,743	103,243	102,237	104,237	105,737	106,328	108,328	109,828																		
16-L2	102,118	104,118	105,618	104,672	106,672	108,172	108,859	110,859	112,359																		
17-L2	102,118	104,118	105,618	104,672	106,672	108,172	108,859	110,859	112,359																		
18-L3	104,005	106,005	107,505	106,606	108,606	110,106	110,870	112,870	114,370																		
19-L3	104,005	106,005	107,505	106,606	108,606	110,106	110,870	112,870	114,370																		
20-L4	105,928	107,928	109,428	108,574	110,574	112,074	112,920	114,920	116,420																		
21-L4	105,928	107,928	109,428	108,574	110,574	112,074	112,920	114,920	116,420																		
22-L5	107,886	109,886	111,386	110,582	112,582	114,082	115,007	117,007	118,507																		
23-L5	107,886	109,886	111,386	110,582	112,582	114,082	115,007	117,007	118,507																		
24-L6	109,878	111,878	113,378	112,626	114,626	116,126	117,131	119,131	120,631																		
25-L6	109,878	111,878	113,378	112,626	114,626	116,126	117,131	119,131	120,631																		
26-L7	111,910	113,910	115,410	114,709	116,709	118,209	119,296	121,296	122,796																		
27-L7	111,910	113,910	115,410	114,709	116,709	118,209	119,296	121,296	122,796																		
28-L8	113,978	115,978	117,478	116,828	118,828	120,328	121,501	123,501	125,001																		
29-L8	113,978	115,978	117,478	116,828	118,828	120,328	121,501	123,501	125,001																		
30-L9	116,085	118,085	119,585	118,987	120,987	122,487	123,745	125,745	127,245																		

WORK CALENDAR: 186 days for returning teachers
187 days for new teachers

Additional \$2,000 Stipend for Master's Degree; and \$1,500 stipend for second Master's or higher degree in Education. One of the masters must be in Education, English, Math or Science.

Annual Maximum Medical and Dental Benefits
Employee \$12,347
Employee + 1 Dependent \$20,274
Employee + 2 or more Dependents \$28,172

National Board Certification for Professional Teaching Standards (NBPTS):

Upon receiving a National Board Certification for Professional Teaching Standards (NBPTS), employees shall receive a one-time payment of \$2,500 and an annual stipend of \$5,000 per year (Payable in equal monthly installments) if teaching in certified area after receiving the National Board Certification for Professional Teaching Standards (NBPTS).

**JEFFERSON ELEMENTARY SCHOOL DISTRICT
SALARY SCHEDULE FOR INCLUSION SPECIALIST, COUNSELOR, RSP & SDC TEACHER**

FY 2024-2025

STEP	BA - 59 UNITS			BA - 60 UNITS			BA - 75 UNITS		
	CLS1A	CLS1B	CLS1C	CLS2A	CLS2B	CLS2C	CLS3A	CLS3B	CLS3C
	Without Master	With Master	With Double MA*	Without Master	With Master	With Double MA*	Without Master	With Master	With Double MA*
	SALARY	SALARY	SALARY	SALARY	SALARY	SALARY	SALARY	SALARY	SALARY
01	69,990	71,990	73,490	70,374	72,374	73,874	71,283	73,283	74,783
02	70,621	72,621	74,121	71,099	73,099	74,599	73,944	75,944	77,444
03	71,951	73,951	75,451	73,752	75,752	77,252	76,701	78,701	80,201
04	74,637	76,637	78,137	76,501	78,501	80,001	79,561	81,561	83,061
05	77,419	79,419	80,919	79,354	81,354	82,854	82,530	84,530	86,030
06	80,307	82,307	83,807	82,316	84,316	85,816	85,609	87,609	89,109
07	83,302	85,302	86,802	85,386	87,386	88,886	88,800	90,800	92,300
08	86,411	88,411	89,911	88,571	90,571	92,071	92,113	94,113	96,113
09	89,634	91,634	93,134	91,872	93,872	95,372	95,549	97,549	99,049
10	92,976	94,976	96,476	95,302	97,302	98,802	99,114	101,114	102,614
11	96,443	98,443	99,943	98,855	100,855	102,355	102,809	104,809	106,309
12	100,041	102,041	103,541	102,544	104,544	106,044	106,645	108,645	110,145
13	100,041	102,041	103,541	102,544	104,544	106,044	106,645	108,645	110,145
14-L1	102,424	104,424	105,924	104,987	106,987	108,487	109,186	111,186	112,686
15-L1	102,424	104,424	105,924	104,987	106,987	108,487	109,186	111,186	112,686
16-L2	104,861	106,861	108,361	107,486	109,486	110,986	111,784	113,784	115,284
17-L2	104,861	106,861	108,361	107,486	109,486	110,986	111,784	113,784	115,284
18-L3	106,800	108,800	110,300	109,474	111,474	112,974	113,850	115,850	117,350
19-L3	106,800	108,800	110,300	109,474	111,474	112,974	113,850	115,850	117,350
20-L4	108,774	110,774	112,274	111,495	113,495	114,995	115,955	117,955	119,455
21-L4	108,774	110,774	112,274	111,495	113,495	114,995	115,955	117,955	119,455
22-L5	110,785	112,785	114,285	113,555	115,555	117,055	118,098	120,098	121,598
23-L5	110,785	112,785	114,285	113,555	115,555	117,055	118,098	120,098	121,598
24-L6	112,834	114,834	116,334	115,655	117,655	119,155	120,279	122,279	123,779
25-L6	112,834	114,834	116,334	115,655	117,655	119,155	120,279	122,279	123,779
26-L7	114,920	116,920	118,420	117,793	119,793	121,293	122,503	124,503	126,003
27-L7	114,920	116,920	118,420	117,793	119,793	121,293	122,503	124,503	126,003
28-L8	117,042	119,042	120,542	119,968	121,968	123,468	124,765	126,765	128,265
29-L8	117,042	119,042	120,542	119,968	121,968	123,468	124,765	126,765	128,265
30-L9	119,205	121,205	122,705	122,186	124,186	125,686	127,070	129,070	130,570

WORK CALENDAR: 191 days for returning teachers
192 days for new teachers

Annual Maximum Medical and Dental Benefits

Employee	\$12,347
Employee + 1 Dependent	\$20,274
Employee + 2 or more Dependents	\$28,172

Additional \$2,000 Stipend for Master's Degree; and \$1,500 stipend for second masters or higher degree in Education. One of the Master's must be in Education, English, Math or Science. For counselors only, a second stipend will be received with either a second Master's or higher degree, or accrual of the 3,000 hours of supervision experience required to apply for licensure as a licensed Professional Clinical Counselor.

National Board Certification for Professional Teaching Standards (NBPTS):

Upon receiving a National Board Certification for Professional Teaching Standards (NBPTS), employees shall receive a one-time payment of \$2,500 and an annual stipend of \$5,000 per year (Payable in equal monthly installments) if teaching in certified area after receiving the National Board Certification for Professional Teaching Standards (NBPTS).

**JEFFERSON ELEMENTARY SCHOOL DISTRICT
SALARY SCHEDULE FOR SPEECH PATHOLOGISTS
FY 2024-25**

STEP	CLS1A			CLS2A			CLS3A		
	BA - 59 UNITS			BA - 60 UNITS			BA - 75 UNITS		
	BA - 59 UNITS	With Master	With Double MA*	BA - 60 UNITS	With Master	With Double MA*	BA - 75 UNITS	With Master	With Double MA*
01	95,410	97,410	98,910	97,793	99,793	101,293	101,707	103,707	105,207
02	95,760	97,760	99,260	98,154	100,154	101,654	102,079	104,079	105,579
03	96,112	98,112	99,612	98,515	100,515	102,015	102,454	104,454	105,954
04	96,464	98,464	99,964	98,876	100,876	102,376	102,830	104,830	106,330
05	96,818	98,818	100,318	99,241	101,241	102,741	103,207	105,207	106,707
06	97,173	99,173	100,673	99,604	101,604	103,104	103,586	105,586	107,086
07	97,531	99,531	101,031	99,970	101,970	103,470	103,967	105,967	107,467
08	97,887	99,887	101,387	100,336	102,336	103,836	104,348	106,348	107,848
09	98,247	100,247	101,747	100,704	102,704	104,204	104,730	106,730	108,230
10	98,608	100,608	102,108	101,074	103,074	104,574	105,115	107,115	108,615
11	98,970	100,970	102,470	101,445	103,445	104,945	105,502	107,502	109,002
12	102,660	104,660	106,160	105,227	107,227	108,727	109,436	111,436	112,936
13	102,660	104,660	106,160	105,227	107,227	108,727	109,436	111,436	112,936
14-L1	105,105	107,105	108,605	107,732	109,732	111,232	112,043	114,043	115,543
15-L1	105,105	107,105	108,605	107,732	109,732	111,232	112,043	114,043	115,543
16-L2	107,610	109,610	111,110	110,300	112,300	113,800	114,712	116,712	118,212
17-L2	107,610	109,610	111,110	110,300	112,300	113,800	114,712	116,712	118,212
18-L3	109,599	111,599	113,099	112,338	114,338	115,838	116,832	118,832	120,332
19-L3	109,599	111,599	113,099	112,338	114,338	115,838	116,832	118,832	120,332
20-L4	111,623	113,623	115,123	114,414	116,414	117,914	118,992	120,992	122,492
21-L4	111,623	113,623	115,123	114,414	116,414	117,914	118,992	120,992	122,492
22-L5	113,686	115,686	117,186	116,529	118,529	120,029	121,191	123,191	124,691
23-L5	113,686	115,686	117,186	116,529	118,529	120,029	121,191	123,191	124,691
24-L6	115,787	117,787	119,287	118,682	120,682	122,182	123,429	125,429	126,929
25-L6	115,787	117,787	119,287	118,682	120,682	122,182	123,429	125,429	126,929
26-L7	117,928	119,928	121,428	120,875	122,875	124,375	125,712	127,712	129,212
27-L7	117,928	119,928	121,428	120,875	122,875	124,375	125,712	127,712	129,212
28-L8	120,106	122,106	123,606	123,109	125,109	126,609	128,032	130,032	131,532
29-L8	120,106	122,106	123,606	123,109	125,109	126,609	128,032	130,032	131,532
30-L9	122,326	124,326	125,826	125,385	127,385	128,885	130,398	132,398	133,898

WORK CALENDAR: 196 days for returning teachers
197 days for new teachers

Additional \$2,000 Stipend for Master's Degree; and \$1,500 stipend for second Master's or higher degree in Education. One of the masters must be in Education, English, Math or Science. For Speech Pathologists only, a second stipend will be received with either a second Master's or higher degree, or American Speech-Language-Hearing Association (ASHA) certification.

Annual Maximum Medical and Dental Benefits

Employee	\$12,347
Employee + 1 Dependent	\$20,274
Employee + 2 or more Dependents	\$28,172

National Board Certification for Professional Teaching Standards (NBPTS):

Upon receiving a National Board Certification for Professional Teaching Standards (NBPTS), employees shall receive a one-time payment of \$2,500 and an annual stipend of \$5,000 per year (Payable in equal monthly installments) if teaching in certified area after receiving the National Board Certification for Professional Teaching Standards (NBPTS).

**JEFFERSON ELEMENTARY SCHOOL DISTRICT
PART DAY PRE-SCHOOL INSTRUCTOR SALARY
SCHEDULE FY 2024-2025**

	I CC PERMIT	II W/ AA EQUIV 60	III WITH BA	IV BA + 15 ECE UNITS	V BAWMA
STEP	SALARY	SALARY	SALARY	SALARY	SALARY
1	42,587	45,061	47,540	50,017	52,017
2	43,824	46,299	48,775	51,257	53,257
3	45,061	47,540	50,017	52,502	54,502
4	46,299	48,775	51,257	53,730	55,730
5	47,540	50,017	52,502	54,976	56,976
6	48,817	51,257	53,730	56,209	58,209
7	48,817	52,529	54,989	57,456	59,456
8	48,817	52,529	54,989	58,697	60,697
9	48,817	52,529	54,989	59,961	61,961
10- L1		53,842	56,368	61,460	63,460
11- L1		53,842	56,368	61,460	63,460
12- L2		55,190	57,774	62,995	64,995
13- L2		55,190	57,774	62,995	64,995
14- L3		56,569	59,221	64,571	66,571
15- L3		56,569	59,221	64,571	66,571
16- L4		56,569	59,221	65,860	67,860

WORK CALENDAR: 186 days for returning instructors
 187 days for new instructors

PLUS:

Additional \$2,000 Stipend for Master's Degree; and Additional \$1,500 stipend for second masters or higher degree in Education. One of the masters must be in Education, English, Math or Science

Annual Maximum Medical and Dental Benefits

Employee	\$	12,347
Employee + 1 Dependent	\$	20,274
Employee + 2 or more Dependents	\$	28,172

APPENDIX C: 2024-2025 CALENDAR

JEFFERSON ELEMENTARY SCHOOL DISTRICT													
2024							2025						
DISTRICT CALENDAR Board Approved 2/14/2024													
Month	Mon	Tues	Wed	Thurs	Fri	School Days	Month	Mon	Tues	Wed	Thurs	Fri	School Days
JUL	1	2	3	(4)	5	17	JAN			(1)	2	3	18
	8	9	10	11	12			6	7	8	9	10	
	15	16	17	18+	19			13	14	15	16	17	
	22	23+	24	25	26			(20)	21	22	23	24	
	29	30+	31+					<27	28	29	30	31	
AUG				1+	2+	17	FEB						15
	5+	6	7	8+	9+			3	4	5	6	7	
	<12	13+	{14}	15	16			10	11	12	13	14	
	19	20	21	22	23			(17)	18	19	20	(21)	
	26	27	28	29	30			24	25	26	27	28	
SEPT	(2)	3	4	{5}	6	17	MAR						20
	9	10	11	12>	{13}			3	{4}	{5}	6	7	
	16	17	18	19	20			10	11	12	13	14	
	23	24	25	26	27			17	18	19	20	21	
	30							24	25	26	27	28	
OCT		1	2	3	4	20	APR		1	2	3	{4}	15
	7	8	9	10	11			7	8	9	(10)	(11)	
	[14]	15	16	17	18			14	15	16	17	18	
	21	22	23	24	25			21	22	23	24	25	
	28	29	30	{31}				28	29	30			
NOV					1	19	MAY				1	2	20
	4	{5}	{6}	{7}	8			5	6	7	8	9	
	(11)	12	13	14	15			12	13	14	15	16	
	18	19	20	21	22			19	20	21	{22}	{23}	
	25	26	27	(28)	(29)			(26)	27	28	29>	(30)	
DEC	2	3	4	5	6	15	JUNE				{5}	{6}	9
	9	10	11	12	13			2	3	4	5	6	
	16	17	18	19	{20}			9	10	11	12	13	
	23	{24}	{25}	26	27			16	17	18	(19)	20	
	30	(31)						23	24	25	26	27	
TOTAL INSTRUCTIONAL DAYS:						182	TOTAL TEACHER DAYS:						186
Jul 4	INDEPENDENCE DAY					()	Nov 25-29	THANKS' RECESS-No School-11/28-29 For 12 mo. Staff					()
Jul 18	Intermediate Principals Return - 217 days					+	Dec. 20	Minimum Day: Students & 10 Mo. Instructional Staff					()
Jul 18	Elementary Principals Return - 214 days					+	Dec 23-Jan. 3	WINTER RECESS-No School/					()
Jul 23	Vice Principals Return/ Prog. Coord./Specialist - 206 days					+	Dec 24-25	Winter Break Holidays for 12-month staff					()
Jul 30	School Deans Return-198 days					+	Dec 31-Jan 1	Winter Break Holidays for 12-month staff					()
Jul 31	School Admin. Asst. & Attend. Techs Return					+	Jan 20	Martin Luther King, Jr.'s Birthday- No School/					()
Aug 1	New: Speech Report-197 days, New: Coun., MTSS Incl. Spec.192 Days					+	Jan 27	Prof Dev Day No School-Workday for all Staff					<
Aug 2	Ret: Speech-196 days/ Couns, SSRT, Inst'l Suport, Incl. Spec - 191 days					+	Feb 17-21	PRESIDENT'S WEEK: No School/					()
Aug 5	Psychologists Return 194 Days/ESY Psychologists-202 Days					+	Feb 17&21	President's Day Holiday For 12 mo. Staff					()
Aug 8	New Teachers Return- 187 days					+	Mar 4 & 5	Minimum Day: Parent Confs.-ELEM Students Only					()
Aug 9	Teacher Workday-Returning Teachers Report-186					+	Mar 31	Cesar Chavez Day Observed on Apr. 11					^
Aug 12	PROF DEV. DAY/Food Service Report					<	Apr 4	Minimum Day: Students & 10 Mo. Instructional Staff					()
Aug 13	Return date all other 10-month Classified employees					+	Apr 7-11	SPRING RECESS: No School-4/10-11 For 12 mo. Staff					()
Aug 14	FIRST DAY OF SCHOOL- Min. Day Students Only					()	Apr-May	State Testing Window					☆
Sept 2	LABOR DAY- No School/					()	May 22	Open House: Min. Day Elementary Students Only					()
Sept 5	BTSN- Minimum Day- ELEMENTARY Students Only					()	May 23	Minimum Day: Students & 10 Mo. Instructional Staff					()
Sept 12	BTSN 9/12 INTERMEDIATE SCHOOLS ONLY					>	May 26	MEMORIAL DAY- No School/					()
Sept 13	Minimum Day-Intermediate Students Only					()	May 29	Open House: INTERMEDIATE SCHOOLS ONLY					>
Oct 14	Indigenous Peoples' Day-No School (workday 12 mo.)					()	May 30	Minimum Day: INTERMEDIATE STUDENTS ONLY					()
Oct 31	Minimum Day- Students Only					()	June 5	Minimum Day: STUDENTS ONLY					()
Nov 11	VETERANS DAY- No School/					()	June 6	LAST DAY SCHL. -Min. Day: Students & 10 Mo. Inst'l Staff					()
Nov 5-7	Minimum Day: Parent Confs.-ELEM Students Only					()	Jun 19	Junteenth 11 mo. Admins and 12 mo. Employees					()
() LEGAL HOLIDAY/No School OPENING DAY/ LAST DAY						BACK TO SCHOOL NIGHT (BTSN)>						ELEM. TRIMESTER (# days)	
() HOLIDAYS FOR 12 MO. STAFF						SEPT. 5- ELEM. SCHOOLS (Min. Day 9/5)						AUG 14 - NOV 1= 56	
< IN-SERVICE/WORKDAY						SEPT. 12- INTER. SCHOOLS (Min. Day 9/13)						NOV 4 - FEB 28 = 62	
() MINIMUM DAY						OPEN HOUSE>						MAR 7- JUN 6= 64	
+ CERTAIN EMPLOYEES RETURN						MAY 22- ELEM. SCHOOLS (Min. Days 5/22 & 5/23)						INT. QUARTERS (# days)	
☆ State Assessment Window						MAY 29- INTER. SCHOOLS (Min. Days 5/23 & 5/30)						AUG 14- OCT 18= 46	
CONFERENCE DAYS: TK-5 & FDR (MIN. DAYS)						REPORT CARDS DISTRIBUTED BY:						OCT 21- JAN 17= 48	
November 5-7 March 4, 5						Oct 25 INTER, JAN 24 INTER, APR 4 INTER						JAN 21 - MAR 28 = 44	
						NOV 8 ELEM, MAR 7, ELEM, JUN 6 ALL						MAR 31- JUN 6= 44	

APPENDIX D: AFTER-SCHOOL/WEEKEND EMPLOYMENT STIPENDS

1.	ASES	\$70	<i>per hour</i>
2.	<p><i>Coach:</i></p> <ul style="list-style-type: none"> • <u>Volleyball</u>: 1 coach per Boys' Team / 1 coach per Girls' Team: * 10 weeks • <u>Soccer</u>: 1 coach per Boys' Team / 1 coach per Girls' Team: * 6 weeks • <u>Track and Field</u>: 2 coaches per school: * 4 Weeks • <u>Cross Country</u>: 2 coaches per school: * 5 Weeks 	<p><i>All After School Sports</i></p> <hr/> <p><i>\$240 per week</i></p> <hr/> <p><i>Weekly rate based on 1 practice and 2 competitions each week</i></p> <hr/> <p><i>Please write dates and times of practices & games on timesheets</i></p>	
3	<i>Intramurals</i>	\$1070	<i>per season</i>
4	<i>Cheerleader Advisor</i>	\$1080	<i>per year</i>
5	<i>Teacher Induction Program</i>	\$2,000	<i>per each new teacher supported (limit 2)</i>
6	<i>Subject Matter Provider (Teacher Induction Program)</i>	\$70	<i>per hour</i>
7	<i>PAR Panel Member</i>	\$70	<i>per hour</i>
8	<i>At-Risk After-School Program</i>	\$70	<i>per hour</i>
9	<i>Outdoor Education</i>	\$270	<i>per night</i>
10	<i>Summer School</i>	\$4200	<i>per 4 weeks</i>
11	<i>Buddy System</i>	\$750	<i>per year</i>

12	<i>Substitute Coverage: * Middle/Intermediate * Preschool / Elementary</i>		\$80	<i>per period 4 or more students all day</i>
13	<i>Early Retirement Consultancy</i>		\$8,250	<i>per year</i>
14	<i>Itinerant Teacher Travel</i>		\$660	<i>per year</i>
15	<i>Extended Day Care (Pre-School Salary Schedule, PERS credit)</i>		\$70	<i>per hour-</i>
16	<i>Title 1 After-School OLPH/OLM</i>		\$70	<i>per hour</i>
17	<i>District Directed Staff Development Attendance outside contract work day</i>		\$70	<i>Per hour-</i>
18	<i>Science Fair Facilitator</i>		\$360	<i>per school to prepare for and attend site/district event</i>
			\$240	<i>per school to prepare for an attend county event</i>
19	<i>Home Teaching</i>		\$70	<i>per hour</i>
20	<i>Specialized Training Presentations on Non-work Days</i>		\$70	<i>per hour</i>
21	<i>Safety Patrol Advisors</i>		\$200	<i>per year</i>
22	<i>Annual Trainings</i>		\$70	<i>per hour (limit 4 hours) if completed by Sept. 30</i>
23	<i>Peninsula Partnership Tutor Coordinator</i>		\$70	<i>per hour</i>

24	<i>Presenter/Prep Time</i>		\$330	<i>per full day; Prep Time</i>
25	<i>Retired Teachers (includes Home teaching)</i>		-	<i>retired teacher per diem</i>
26	<i>Substitute Teachers (Home teaching) Employment Stipends</i>		-	<i>substitute per diem</i>
27	<i>Teacher Collaborative Team Leader</i>		\$2,500	<i>per year</i>
28	<i>District Athletic Programs Facilitator</i>		\$4,000	<i>per year</i>
29	<i>District Music Program Facilitator</i>		\$4,000	<i>per year</i>
30	<i>National Board Certification for Professional Teaching Standards (NBPTS): Upon receiving a National Board Certification for Professional Teaching Standards (NBPTS), employees shall receive a one-time payment of \$2,500 and an annual stipend of \$5,000 per year (Payable in equal monthly installments) if teaching in certified area after receiving the National Board Certification for Professional Teaching Standards (NBPTS).</i>		\$5,000	<i>per year if teaching in a certified area after receiving the National Board Certification for Professional Teaching Standards (NBPTS).</i>

APPENDIX E: HEALTH CARE AND DENTAL

JEFFERSON ELEMENTARY SCHOOL DISTRICT				
MEDICAL PREMIUMS AND DENTAL PREMIUMS				
AFT, CSEA, Board, Personnel Commission, Unrepresented				
FY 24-25				
	Coverage period	Employee Out-of-Pocket		
Please note: The actual district medical contribution caps are \$1,057.76 for emp/ee+1 and \$1,471.22 for Emp/ee+2 or more dependents. The excess contribution by the district is one-time in nature.	Monthly Premium Jan 1, 2025 - Dec 31, 2025	District Contribution through 12/31/25	12-month Employee Dec 2024 - Nov 2025 Payroll	10-month Employee Dec 2024 - Jun 2025 Payroll
HEALTH AND WELFARE BENEFITS				
Kaiser Plans				
<i>High Plan (Traditional) - \$20 Copay</i>				
Employee	\$ 975.74	\$ 975.74	\$ -	\$ -
Employee + one dependent	\$ 1,950.09	\$ 1,581.45	\$ 368.64	\$ 441.58
Employee + two or more dependents	\$ 2,759.33	\$ 2,211.75	\$ 547.58	\$ 655.98
<i>Mid Plan (Deductible HMO) - \$20 Copay</i>				
Employee	\$ 840.27	\$ 975.74	\$ -	\$ -
Employee + one dependent	\$ 1,680.55	\$ 1,581.45	\$ 99.10	\$ 118.80
Employee + two or more dependents	\$ 2,377.98	\$ 2,211.75	\$ 166.23	\$ 199.29
<i>Low Plan (Deductible HMO) - \$40 Copay</i>				
Employee	\$ 756.16	\$ 975.74	\$ -	\$ -
Employee + 1 dependent	\$ 1,512.30	\$ 1,581.45	\$ -	\$ -
Employee + 2 or more dependents	\$ 2,139.91	\$ 2,211.75	\$ -	\$ -
Sutter				
<i>HMO Plan - \$20 Copay</i>				
Employee	\$ 1,271.02	\$ 975.74	\$ 295.28	\$ 367.79
Employee + one dependent	\$ 2,540.95	\$ 1,581.45	\$ 959.50	\$ 1,177.58
Employee + two or more dependents	\$ 3,595.61	\$ 2,211.75	\$1,383.86	\$ 1,697.64
<i>HMO Plan - HDHP (High Deductible) H.S.A.</i>				
Employee	\$ 1,117.15	\$ 975.74	\$ 141.41	\$ 181.81
Employee + one dependent	\$ 2,233.32	\$ 1,581.45	\$ 651.87	\$ 805.68
Employee + two or more dependents	\$ 3,159.24	\$ 2,211.75	\$ 947.49	\$ 1,170.05
United Health Care				
<i>HMO Plan - \$20 Copay</i>				
Employee	\$ 1,216.01	\$ 975.74	\$ 240.27	\$ 298.92
Employee + one dependent	\$ 2,506.63	\$ 1,581.45	\$ 925.18	\$ 1,131.20
Employee + two or more dependents	\$ 3,570.09	\$ 2,211.75	\$1,358.34	\$ 1,659.86
<i>HMO Alliance Plan - \$20 Copay</i>				
Employee	\$ 1,250.84	\$ 975.74	\$ 275.10	\$ 341.14
Employee + one dependent	\$ 2,578.59	\$ 1,581.45	\$ 997.14	\$ 1,219.36
Employee + two or more dependents	\$ 3,672.45	\$ 2,211.75	\$1,460.70	\$ 1,788.67
<i>PPO 90/60 Plan (Deductible) \$20 PCP Copay</i>				
Employee	\$ 1,564.55	\$ 975.74	\$ 588.81	\$ 716.75
Employee + one dependent	\$ 3,124.96	\$ 1,581.45	\$1,543.51	\$ 1,871.81
Employee + two or more dependents	\$ 4,070.14	\$ 2,211.75	\$1,858.39	\$ 2,255.98
<i>PPO Plan - HDHP (High Deductible) H.S.A.</i>				
Employee	\$ 978.42	\$ 975.74	\$ 2.68	\$ 3.45
Employee + child	\$ 1,940.86	\$ 1,581.45	\$ 359.41	\$ 443.90
Employee + spouse	\$ 1,951.27	\$ 1,581.45	\$ 369.82	\$ 456.22
Employee + two or more dependents	\$ 2,564.51	\$ 2,211.75	\$ 352.76	\$ 439.94
Delta Dental				
Employee	\$ 53.16	\$ 53.16	\$ -	\$ -
Employee + 1 dependent	\$ 108.05	\$ 108.05	\$ -	\$ -
Employee + 2 or more dependents	\$ 161.21	\$ 135.89	\$ 25.32	\$ 28.87

APPENDIX F: RELEASE TIME FOR TESTING IN K-1



JEFFERSON
Elementary School District

Governing Board
Shakeel Ali
Andrea Jordan
Nadia Flamenco
Aaron Rashba
Anthony Tsujisaka

Brent Marquez-Valenti
Assistant Superintendent, Human Resources
101 Lincoln Avenue
Daly City, CA 94015

Superintendent
Sandy Mikulik

This letter is to clarify the District's expectations regarding release time for one on one testing in grades K, 1 and special education classes.

Both The District and AFT agree that when possible, given school site budget restraints, site funds or special grant funding (ex. Daly City Peninsula Partnership), may be used to provide release time for K, 1, and special educations teachers to perform required one on one testing of students, if additional time is needed outside their prep time. Sites are encouraged to bring this item to their School Site Council for budgeting purposes.

Sincerely,

Brent Marquez-Valenti
Assistant Superintendent/HR

Adam Hawkins
AFT President

Brent Marquez-Valenti
Assistant Superintendent/HR

Date

Date

APPENDIX G: SPECIAL EDUCATION SUMMER SCHOOL



JEFFERSON
Elementary School District

Governing Board
Shakeel Ali
Nadia Flamenco
Andrea Jordan
Aaron Rashba
Anthony Tsujisaka

Brent Marquez-Valenti
Assistant Superintendent, Human Resources
101 Lincoln Avenue
Daly City, CA 94015

Superintendent
Sandy Mikulik

The Jefferson Elementary School District (“the District” and the Jefferson Elementary Federation of Teachers-AFT 3267 (“the Union” enter into the following MOU related to planning time for special education teachers preparing to teach special education summer school.

Special education teachers working summer school will be granted one paid full day at the per diem rate for summer school prior to the start of classes, the majority of which shall be available for teachers to set up and prepare for class.

This MOU shall be in effect for special education summer school 2024-2025 and will sunset when summer school is expanded to include regular education classes.

Adam Hawkins
AFT President

Brent Marquez-Valenti
Assistant Superintendent/HR

Date

Date

APPENDIX H: MOU COMMITTEE ON SPECIAL EDUCATION

Jefferson Elementary Federation of Teachers
AFT #3267- AFL-CIO and the Jefferson Elementary School District
Negotiations for 2019-2020
July 23, 2019

TENTATIVE AGREEMENT

Memorandum of Understanding Committee on Special Education

The parties shall continue the already established committee (formerly known as Performance Indicator Review (PIR), comprised of certificated and classified staff representing general education and special education expertise to address increasing access and providing support for students with disabilities to receive more of their instructional time in the general education environments (i.e., mainstreaming/inclusion), which will result in improved student achievement in core content areas (as per LCAP action 1.4.15). This shall include identification of appropriate supports and services for general education teachers. The committee's findings shall be incorporated into LCAP development as formal stakeholder input and reported accordingly.

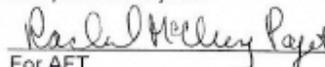
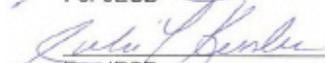
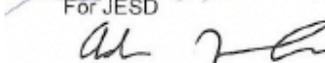
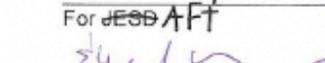
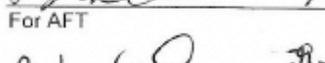
The committee shall include, but is not limited to, the following:

1. An elementary school general education teacher
2. An elementary school special education teacher
3. A middle school general education teacher
4. A middle school special education teacher
5. A counselor
6. The AFT president
7. The Assistant Superintendent of Educational Services
8. The Director of Special Education
9. An elementary school principal
10. A middle school principal
11. The Teaching and Learning Program Director

The District shall invite up to two (2) appropriate classified representatives for inclusion as committee members.

Unit members on the committee shall be appointed by the Union. Classified representatives shall be appointed by the District.

This committee shall meet a minimum of 3 times per school year.

 For JESD	7/23/19 Date	 For AFT	Rachel McElroy Poyet July 23, 2019 Date
 For JESD	7/23/19 Date	 For AFT	07-23-19 Date
 For JESD	7/23/19 Date	 For AFT	7-23-19 Date
 For JESD	7/23/19 Date	 For AFT	7-23-19 Date