Tentative Agreement
Between
San Juan Unified School District (District)
and the San Juan Teachers Association (Association)

Upon Board approval, unless otherwise noted, all changes to contractual language are effective July 1, 2018.

Article 11 – Salary

11.01 Certificated Salary Schedules

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

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

The District shall provide a one-time off schedule payment equal to 2.0% of each member’s new annualized (for the full or partial period between July 1 2018 and June 30, 2019) base salary and stipends included in contract as of November 1, 2018. The one-time off schedule payment will be paid no later than December 21, 2018

Article 1 – Contract Provisions

1.03 Savings Clause

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

1.06 – Term

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

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

Article 3 - System of Professional Growth, see page 24

Article 4 - Transfers
4.02 Vacancies
4.02.1 The site/program administrator shall identify vacancies and shall report known vacancies to the personnel office immediately. He/she shall at the same time post the identified vacancies on a staff bulletin board in the school.

4.02.2 The District shall process vacancies and post all known vacancies on the District’s website, updated on at least a weekly basis. It shall be the member’s responsibility to check the website if the member is interested in a transfer. Such vacancy announcements shall include location, grade level, subject matter assignment, special credential and the closing date for applying. **The District will provide SJTA and SJTA’s webmaster an electronic version of all such postings.**

For the 2018-19 school year, teachers will receive notification of their tentative subject and/or grade level assignment for the 2019-20 school year no later than the conclusion of the involuntary transfer meetings. Members whose assignment(s) are modified after this date will be notified in accordance with Article 4.10.

For the 2018-19 school year, Elementary Title I Schools shall receive notification of tentative subject and/or grade level assignment for the 2019-20 school year at least two working days prior to the start of the Involuntary Transfer notification process detailed in Article 4.03.09.

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

The joint committee established in Article 24.04.1 and 24.05.4(h) will monitor this process and adjust recommendations.

Vacancies arising **in the two weeks prior to the first teacher workday after the last Saturday in June** will not be open for voluntary transfer requests. Members who have work calendars that are not tied to the TK-12 instructional calendar may apply for voluntary transfers between May 1 and August 1.

4.09 Classroom Movement

Bargaining unit members that change classrooms shall be provided custodial assistance upon request. The member shall box and label classroom materials for moving by the custodians. **Additionally, a member who is required to move will be paid six (6) hours for packing and six (6) hours for unpacking. Compensation for classroom movement will be consistent with Certificated Special Additional Assignment Salary Schedule rates (Exhibit D-6).**
Article 5 – Leaves

5.01 Sick Leave

5.02 Sick Leave—5 Months or Less

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

5.09.2 A member may *not use more than six (6) days use up to 10 days of* accumulated sick leave benefits in case of personal emergency arising from the death of a member of the immediate family *without submitting proof of illness.*

5.18 Association Leave—Unpaid Release

5.18.1 The local chapter of the Association shall have days of leave without limit to utilize for local, state or national conferences or for conducting other lawful business pertinent to Association affairs. Unless otherwise agreed to by the parties, such leave shall be limited to a maximum of fifteen (15) days for any individual member each school year.

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

5.21 Long-term Personal Leave—Unpaid

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

5.30.3 Long-term unpaid leaves shall be arranged so that their termination dates coincide with the ending date of any quarter, *trimester or semester* during the school year. Other leave termination dates may be arranged with the approval of the Assistant Superintendent of Human Resources/designee.

5.34 Shared Contracts

5.34.1 Requests by permanent members *within the elementary/K-8 division* employed on two (2) separate full-time contracts to share one (1) full-time contract must be made in writing to the Assistant Superintendent of Human Resources by April 1.

a. The request shall set forth in detail the unit members to be involved, the contract days to be worked *each month*, and the distribution of duties, pursuant to Exhibit Q.
Article 6 – Member Safety and Protection

6.01.4 The District shall make every reasonable effort to provide Vision/Mobility teachers, Nurses, Speech Language Pathologists, social workers, and counselors, with access to adequate space that provides them with confidential facilities and regular school site supplies to meet the needs of students in schools where such services are provided.

Article 7 – Class Size

2018-19

<table>
<thead>
<tr>
<th>GRADE</th>
<th>LOADING RATIO</th>
<th>MAXIMUM CLASS SIZE</th>
</tr>
</thead>
<tbody>
<tr>
<td>TK-3</td>
<td>26</td>
<td>27</td>
</tr>
<tr>
<td>4</td>
<td>26</td>
<td>29</td>
</tr>
<tr>
<td>5 (6)</td>
<td>32</td>
<td>34</td>
</tr>
<tr>
<td>(6)7-8*</td>
<td>33</td>
<td>36</td>
</tr>
<tr>
<td>9-12</td>
<td>33</td>
<td>36</td>
</tr>
</tbody>
</table>

2019-20

<table>
<thead>
<tr>
<th>GRADE</th>
<th>LOADING RATIO</th>
<th>MAXIMUM CLASS SIZE</th>
</tr>
</thead>
<tbody>
<tr>
<td>TK-3</td>
<td>26</td>
<td>27</td>
</tr>
<tr>
<td>4-5</td>
<td>26</td>
<td>29</td>
</tr>
<tr>
<td>6</td>
<td>32</td>
<td>34</td>
</tr>
<tr>
<td>(6)7-8*</td>
<td>33</td>
<td>36</td>
</tr>
<tr>
<td>9-12</td>
<td>33</td>
<td>36</td>
</tr>
</tbody>
</table>

Article 7.05 The site/program administrator shall make a reasonable effort to avoid scheduling combination classes in which students are assigned to more than one grade level K-3 or 3-4 with a maximum of 29 students and 4-6 with a maximum of 30 students.

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

7.08 The district shall hire 4.0 FTE additional nurses for the 2014-15 school year and (2.0 FTE) two additional nurses for the 15-16 school year.

Article 8 - Hours

Article 8.01.3 – NIDS (Secondary)

Except to cover emergencies, on or off-site supervision of student related non-instructional activities beyond the workday shall not exceed six (6) for an entire year. The intent of this
language is to provide a safe environment for students and to ensure that teachers are only required to perform necessary duties related to supervision and student safety.

Unit members at each site may choose to form a liaison committee made up of a Faculty Rep and at least three (3) teachers selected by the unit members at each site. This committee and the site administrator shall review the student-related non-instructional activities/adjunct duties at the site, determine the appropriateness of these activities/duties. Any voluntary activities, such as clubs or student activities that require an unpaid certificated advisor, may be included if approved by the committee and administrator. Any activity or duty for which a member receives pay cannot also be considered a NID.

Effort will be made to minimize the number of NIDs required during the year, but in no case shall the number of NIDs exceed six for any one member.

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

If the committee and administrator cannot reach a consensus, the issue shall be referred to the Superintendent/designee and the SJTA President/designee for final disposition. Sponsorship of clubs, classes or other student activities not included in the list of non-instructional duties shall be done on the basis of sharing this responsibility as equally as practicable among the staff in the school.

Nothing in this section shall prevent members from volunteering for sponsorships or supervisions duties. The principal will make a reasonable effort to schedule on or off-site non-instructional activities on instructional days.

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

8.01.4 Supervisory Duties – Elementary

In addition to other provisions of this article and to assure the safety of K-8 and Individuals With Exceptional Needs students, members may be required to supervise students while boarding or disembarking from the school buses, up to a maximum of 15 minutes during each assigned day, except in case of an emergency.

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

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

8.01.6 In requiring members to perform non-instructional supervisory duties, the duties shall be assigned as equally as practicable at each work site.

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

8.01.18

8.01.18 e. Members who accept an employment contract for greater than 1.0 FTE by teaching an additional period in place of their prep time, will receive a stipend based on years of teaching experience (defined in Exhibit D) as follows: i. 1—5 years = $10,000 per year/$5,000 per semester (consistent with Exhibit D-9) ii. 6—10 years = $12,000 per year/$6,000 per semester (consistent with Exhibit D-9) iii. 11+ years = $20,000 per year/$10,000 per semester (consistent with Exhibit D-9).

The District and SJTA agree to establish a Greater than 1.0 FTE Joint Committee within 45 days of the SJUSD Board approving this contract. The purpose of the joint committee is to explore options related to class size and contact maximums. Non-binding recommendations of the committee shall be reported to the respective bargaining teams no later than March 1, 2019

8.01.19 Special Education Support – Joint Committee

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

8.02.2 There will be two (2) non-instructional-workdays for all members. For all members currently on a 185 (or less) day calendar, there will be three (3) non-instructional-workdays for the 2017-2018 and 2018-2019 school years. For elementary schools the non-instructional workdays shall occur the day preceding the first day of instruction and the day preceding the start of the fall Parent-Teacher conferences (excluding any holiday or non-school day). The third non-instructional workday in 2017-18 and 2018-19 for members currently on a 185 (or less) day calendar will take place following the final day of the school year calendar. For secondary schools the non-instructional workdays shall occur the day preceding first day of
instruction and the day preceding the start of the second semester (excluding any holiday or non-school day). The third non-instructional workday in 2017-18 and 2018-19 for members currently on a 185 (or less) day calendar will take place following the final day of the school year calendar.

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

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

For secondary schools the non-instructional workdays for members currently on a 185 (or less) day calendar shall occur the day preceding first day of instruction, the day preceding the start of the second semester (excluding any holiday or non-school day), and following the final day of instruction on the school year calendar.

On the non-instructional work-days, the site administrator may choose to call their general faculty meeting in accordance with 8.01.12, during normal contracted hours. All time outside of the general faculty meeting will be utilized on-site at the discretion of the member.

8.02.8 Professional Development Hours

For the 2017-2018 and 2018-2019 and 2019-2020 school years, all members shall have the option of working additional optional professional development hours, at their daily rate of pay, which are outside the school day/calendar year. Members may not use Personal Necessity or Sick time to account for these optional professional development hours. *The optional professional development hours must be used for professional development aligned to district/school priorities. These optional professional development hours will be scheduled as follows:*

a. 2017-2018 and 2018-2019 and 2019-2020 Six hours of optional District sponsored professional development shall be paid at the member’s pro rata daily rate of pay. The focus will be on the development and implementation of practices that are responsive to the student needs (e.g. language development, differentiation, numeracy and literacy strategies, equity, and classroom management). The Professional Development days will be designed in consultation and collaboration with SJTA. The dates for these optional days will be calendared as follows:

Elementary PD Day = Second Secondary teacher workday
Secondary PD Day = Second Elementary teacher workday
PN and Sick Leave may not be used to cover absence on these optional PD days.
Compensation is based on attendance.

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

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

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

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

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

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

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

a. For School Social Worker hired prior to ratification of this contract the following shall apply:
   i. For the 2018-19 school year only, School Social Workers shall work 208 days.
   ii. No reduction in annual income from the 2018-19 school year.
      1. School Social Workers may move columns in accordance with Exhibit D for the 2019-20 school year only, but will remain at the salary step from the 2018-19 school year, until the compensation language in 8.02.12 meets or exceeds that rate of pay. All units / hours for column movement must be completed prior to the first work day in September, 2019 and submitted to Human Resources prior to October 1, 2019. After these
dates, column movement will not impact compensation until the
compensation language in 8.02.12 meets or exceeds that rate of pay.

iii. School Social Workers will continue to benefit from any negotiated salary
increase.

iv. All leave hours accumulated by School Social Workers prior to this agreement
shall not be recalculated. Deductions for leave (sick or personal necessity)
moving forward will be consistent with the other bargaining unit members.

8.02.13 New Employee Orientations and Notification

The District may require newly hired teachers to serve up to two (2) additional non-instructional
days during their first two years in the District for District in-service.

a. Whenever the district determines to utilize these additional non-instructional days for
new employees related to District in-service, the Association shall partner in both:

i. the program development of the day(s) and

ii. the presentation of the information. In all cases, the Association shall be provided a
minimum of a 1-hour session with all new employees.

b. The district shall provide the Association with the information regarding new employees
contained in Exhibit FF.

8.04.1 For minimum days established on Back-to-School Night and Open House (or substitute
event[s]), bargaining unit members may leave at the end of the student instructional day subject
to the professional provisions of 8.01.1.

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

Article 9 Employee Benefits

9.01.1d

Post-employment Health Plan: Beginning July 1, 2000, the employer shall contribute
annually for each eligible employee the amount of 0.5% of the lowest salary on the K-12
salary schedule:

i. The Post-Employment Health Plan (PEHP) shall be suspended effective July 1, 2012
through June 30, 2014.
Effective October 31, 2018 this Post Employment Health Plan (PEHP) benefit is suspended indefinitely. Members who have previously received contributions on their behalf to PEHP will continue to retain rights to the funds accumulated.

Article 10 Pre-retirement Reduced Work-Load Program

10.01.7 A member may terminate his/her contract with the District prior to March 1 of any school year preceding his/her 65th birthday. The member shall be entitled to return to full-time service unless the member will be 65 years of age prior to the commencement of the school year.

10.02.6 a. The contract shall not extend beyond the June 30th following the members’ sixty-fifth (65th) birthday. The total amount of time in which a member reduces his or her workload pursuant to this article shall not exceed 10 school years.

Article 12 Professional Dues and Payroll Deductions

12.01 Professional Dues

a. Any unit member who is a member of the union (SJTA/CTA/NEA), or who has applied for union membership, may sign and deliver to the Association District an assignment membership form authorizing deduction of unified membership dues, initiation fees and general assessments in the Association. Such authorization shall continue in effect from year-to-year unless revoked in writing with the Association. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the unit member each month for ten (10) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately pro-rated. The Association does not need to submit a copy of the written authorization to the District before commencing payroll deductions, unless a dispute arises about the existence or terms of the authorization.

b. 12.02 With respect to all sums deducted by the District pursuant to authorization of the employee information provided by the Association for membership dues, the District agrees to remit promptly such monies to the Association accompanied by an alphabetical list.

c. The Association shall deliver to the Human Resources department a listing of those unit members who decline to join the union.

d. The Association shall indemnify the District against claims regarding dues deductions made in reliance on information provided by the Association.

e. If the District has properly processed all information provided by the Association, the Association agrees to pay to the District all legal fees and legal costs incurred in defending against any court action and/or administrative action challenging the legality or constitutionality of deductions for union dues the agency fee provisions of this
Agreement or their implementation (and to pay any judgment or settlement liability arising out of such challenge).

f. 12.03 The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.

12.02 Payroll Deductions

a. 12.04 Upon appropriate written authorization from the member, the District shall deduct from the salary of any member and make appropriate remittance for annuities, credit union, or any other plans or programs approved by the Association or the District.

12.05 Agency Fee

12.05.1 Any unit member who is not a member of the SJTA/CTA/NEA, or who does not make application for membership within thirty (30) days of the effective date of this Agreement, or within thirty (30) days of the date of commencement of assigned duties within the bargaining unit, shall become a member of the Association or pay to the Association a fee in an amount equal to unified membership dues, initiation fees and general assessments (consistent with the attached Side Letter) payable to the Association in one lump sum cash payment in the same manner as required for the payment of membership dues, provided, however, that the unit member may authorize payroll deduction for such fee in the same manner as provided above in this Article. In the event that a unit member shall not pay such fee directly to the Association, or authorize payment through payroll deduction as provided in above, the Association shall so inform the District, and the District shall immediately begin automatic payroll deduction as provided in Education Code section 45061 and in the same manner as set forth above in this Article. There shall be no charge to the Association for such mandatory agency fee deductions.

12.05.2 Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support SJTA/CTA/NEA as a condition of employment; except that such unit member shall pay, in lieu of such membership fee, sums equal to such membership fee to one of the following non-religious, non-labor organizations, charitable funds exempt from taxation under Section 501(c)(3) of the Title 26 of the Internal Revenue Code. For example: Foundation to Assist California Teachers—such payment shall be made on or before same date as cash dues/fees of each school year.

a. Proof of payment and a written statement of objections along with verifiable evidence of membership in a religious body whose traditional tenets or teachings object to joining or financially supporting employee organizations shall be made on an annual basis to the Association and District as a condition of
continued exemption from the provisions above. Proof of payment shall be in the form
of receipts and/or canceled checks indicating the amount paid, date of payment, and to
whom payment in lieu of the service fee has been made. Such proof shall be presented
on or before (same date as cash dues/fees) of each school year.
- b. Any unit member making payments as set forth above and who requests
that the grievance or arbitration provisions of this Agreement be used in
his or her behalf, shall be responsible for paying the reasonable cost of
using said grievance or arbitration procedures.
12.05.3 With respect to all sums deducted by the District pursuant to the above
provisions, whether for membership dues or agency fee, the District agrees promptly to
remit such monies to the Association accompanied by an alphabetical list of unit
members for whom such deductions have been made, categorizing them as to
membership or non-membership in the Association, and indicating any changes in
personnel from the list previously furnished.

12.05.4 The Association agrees to furnish any information needed by the District to
fulfill the provisions of this Article.

12.05.5 The Association and the District agree as follows:

a. The Association agrees to pay to the District all legal fees and legal costs
incurred in defending against any court action and/or administrative action
challenging the legality or constitutionality of the agency fee provisions of
this Agreement or their implementation (and to pay any judgment or
settlement liability arising out of such challenge).

b. The Association shall have the exclusive right to decide and determine
whether any such action or proceeding referred to in Paragraph 1 shall or
shall not be compromised, resisted, defended, tried, or appealed.

Article 14 – Adult Education

Article 14.05.2 For those adult educators who have permanency in the Adult Education programs
and who the District determines to hire into the K-12 program, such persons will receive
year-for-year credit on the regular salary schedule for each year in the Adult Education Program
during which the member taught at least 15 hours per week for the full year. That person’s
seniority will be determined by his/her first date in paid service as a probationary employee in
the District’s Adult Education program. Upon being hired into the regular program, such person
will retain his/her permanent status in Adult Education during his/her probationary period in the
regular program and, upon being hired for a third consecutive year, shall elect whether to retain
*tenure permanency* in Adult Education or become *tenure permanent* in the regular program.
14.08 Prep

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

a. For every six (6) hours of instructional time, or portion thereof, the Adult Educator shall receive one (1) hour of preparation time paid at the hourly rate of the instructor (e.g. a class with 26 hours of instructional time would receive five (5) hours of preparation time).

b. For scheduled classes that are taught by part-time Adult Educators which are publicly financed and state mandated (these include those offered in K-12 including ESL, Citizenship, high school completion, high school equivalency, college/career readiness) the same formula will apply (e.g. a class with 12 hours of instructional time would receive two (2) hours of preparation time).

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

Fee-based (non-publicly financed classes) Community Education classes and instructors are not included in the preparation time formulas (Article 14.08).

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

Article 17 – Association Rights

17.05 Faculty Representatives (FR)

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

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

17.05.3 Any member certified by the Association President as an FR (or the senior Lead representative at schools with more than one (1) FR) shall have such service count as two (2) non-instructional activities for purposes of the three (3) non-instructional activities per semester limit. For schools with a senior Lead FR, the other FR's at that site shall have such service count as one (1) non-instructional activity for purposes of the three (3) non-instructional activities per semester limit. (Effective 1992-93 school year.)

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

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

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

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

Days listed in sections a. and b. above will run concurrently.

17.07 Notice of all bargaining unit members

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

17.08 Membership Withdrawal

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

Article 20 – Summer School

20.02 The Human Resources Department shall send post a notification concerning summer school application openings on the District webpage. procedures to each school in the San Juan Unified School District. Unit members shall have a period of at least four weeks in which to make a formal application for summer school employment. Any member not selected for summer school will be notified within ten (10) days of the selection process.

Article 20.06 Class size in summer school shall mirror class size in articulated in Article 7. If a member agrees to take additional students beyond the contractual maximum class size, they
will receive additional hours of compensation per day payable at the Certificated Special
Additional Assignment Schedule (Exhibit D-6) as follows:

1-4 students = 1 hour
5-8 students = 2 hours
8-12 students = 3 hours

Article 21 – Early Childhood Education

21.02 Child Development Teachers-Preschool Teachers

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

21.06 ECE Salary Schedule

The intent of this agreement is that all ECE members will be treated equally with regard to
education, service/experience and education credits. No member shall be reduced in pay as a
result of this consolidation. The new ECE Salary Schedule shall be identified as Exhibit F-1,
effective January 1, 2012.

The parties agree that the transition to full implementation of Exhibit F will be phased in over
a maximum of 7 years. During the transition to exhibit F, affected members shall receive
increases according to the following implementation rate until each member is compensated at
the new rate.

Beginning in 2012-13, all ECE members will begin to receive training and professional
development in the areas of “environment rating scales and common core State standards.”
Additionally, a joint committee shall be formed to design the evaluation instrument for all
ECE members in order to be consistent with the above criteria.

Exhibit F-1 shall be implemented according to the following annual schedule:
Effective January 1, 2012, a maximum of 7% of the total cost of the difference of an
individual's movement from Exhibit F1a or F-1b to Exhibit F-1, shall be applied retroactively
to members affected. Each year thereafter, individual's annual salary shall be increased at the
rate of a maximum of 15% of the total cost of the difference of an individual’s movement from Exhibit F-1a or F-1b to Exhibit F-1 through 2016-17, with 18% in 2017-18.

However, the parties recognize that because of the uncertainty of funding, the scale mentioned above may not be sustainable. Therefore, the parties agree to convene the Budget Review Committee in 2013-14 (and each year thereafter), to determine the feasibility of the percentages mentioned and make recommendations for the full range of options for Exhibit F-1.

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

Article 24 – Creating and Sustaining a Collaborative Culture

24.02.2 At the district departmental level, school nurses and speech pathologists are essential to a comprehensive and cohesive student support system. School nurses and speech language pathologists shall establish elected leadership teams beginning in the 2014-15 school year. The purpose is to work collaboratively with school sites and the appropriate central office departments and to ensure a fully integrative system of medical and special needs supports. Topics shall include but not be limited to designing and receiving the ongoing professional development and developing criteria for equitable schedules and assignments to meet the needs of students requiring such services. Nurses shall retain their 0.40 FTE released time Lead Nurse. All other provisions of Article 24 apply.

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

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

24.02.3 At the school level, administrators, departments, and the staff as a whole are accountable for establishing a learning community conducive to the best teaching practices and success for every student. They have a responsibility for managing time and creating opportunities that allow for collaborative problem solving and for using a wide range of data so that an environment conducive to analysis and improvement is created.

24.04.4 1 – School Leadership Teams

The purpose of the School Leadership Team is to focus on the continuous improvement of site culture as defined by teaching, and learning and the quality of instruction. Every School Leadership Team should operate collaboratively, model effective two-way communication, represent and be accountable to staff, involve staff in decision-making and support staff in the implementation of decisions about instructional practice. This includes (but is not limited to): curriculum and assessment consistent with Board policy, professional development, and school initiatives related to teaching, learning, and the quality of instruction.
The District and SJTA agree to establish a Joint Committee within 45 days of the SJUSD Board approving this contract. The purpose of this joint committee is to explore interests and opportunities related to the development of a process that includes practitioner input into grade level assignments and provides feedback to practitioners related to grade level assignment changes at the elementary and K-8 sites. Non-binding recommendations of the committee shall be reported to the respective bargaining teams.

24.04.2 Selection Process of School Leadership Team Members

24.04.2 c ix – Any practitioner assigned to the site/program and currently on leave with return rights to that site/program, may vote in the election.

e. Allocation. The Leadership Team will consist of the following number of bargaining unit members based on the number of the members teachers assigned to the site. If a member teacher is split between two (2) or more sites, he/she is counted at all sites for the purpose of Leadership Team member allotment:

i. Less than 35 members teachers: 3 Leadership Team members
ii. 35-44 members teachers: 4 Leadership Team members
iii. 45-54 members teachers: 5 Leadership Team members
iv. 55-64 members teachers: 6 Leadership Team members
v. 65 or more members teachers: 7 Leadership Team members

24.05 Department Chairs

24.05.2 Stipend

a. Amount of stipend to be decreased with an understanding that some of the responsibilities associated with department chair positions in the past now fall under the roles and responsibilities of Leadership Team.

ab. Varied stipend amounts and sources of funding to allow for additional department chairs beyond four (4) core curriculum areas.

i. Stipend for secondary department chairs of the four (4) core subject areas will be paid at the Department Chair A rate consistent with Exhibit D-9.

ii. Stipend for two K-8 middle years department chairs for sites that are departmentalized will be paid at the Department Chair C rate consistent with Exhibit D-9.

24.05.3 Selection/Dismissal Process

a. The Teachers of the department shall Practitioners will select the department chair:

i. Secondary

1. The teachers of the department shall elect their chair.
ii. K-8 Middle Years sites that are departmentalized:
  1. The teachers in grades 6, 7, and 8 shall elect their two department chairs.

vii. Any practitioner on leave, with return rights to that site/department/program, may vote in the election.

24.05.4 Duties and Tasks
h. Collaborates on behalf of the department with administration and counseling regarding master schedule, articulation, and student placement in the various department courses.

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

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

24.06.1 Beginning July 1, 2017 the identified teacher in charge will receive a stipend as identified on Exhibit D-9.

24.06.2 Beginning July 1, 2018 the District shall provide an optional training for members who serve as Teacher in Charge. Members that attend shall be compensated consistent with Exhibit D-6. Optional training will be three hours.
Beginning July 1, 2019 the District shall provide a mandatory initial training for all designated practitioners serving in the TIC position who have not previously attended a District provided TIC training, and an optional training for members who previously completed the District provided TIC training. Members that attend shall be compensated consistent with Exhibit D-6, at a minimum of three hours.

24.06.3 Prior to serving in the role of TIC, the school administrator will discuss with the teacher in charge the procedures for emergency response and where written procedures are kept. A teacher in charge will be provided information related to the school safety protocols.

24.06.4 When assigned, a teacher in charge will assume the duties of the absent school administrator with respect to student supervision and safety in accordance with Board Policy 2250.
24.06.5 A teacher in charge will not monitor or supervise other practitioners at the site. Nor will a TIC contribute or provide input in any way with respect to another practitioner involved in the System of Professional Growth.

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

24.07 Lead Positions for District Wide Programs

24.07.1 Bargaining Unit Positions with Lead:

a. Elementary Music Specialists

b. Elementary Art Specialists

c. Elementary Physical Education Specialists

d. Nurses

e. Speech and Language Pathologists

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

24.07.2 Release

a. Effective July 1, 2019, a member who is selected to a Lead position for a program with less than 40 members will receive a .4 FTE release to do the work of a Lead as detailed in 24.7.4

b. Effective July 1, 2019, a member who is selected to a Lead position for a program with 40 or more members will receive a .6 FTE release to do the work of a Lead as detailed in 24.7.4

24.07.3 Selection

a). The following shall constitute minimum qualifications for a Lead Position:

(i) A credentialed, or the equivalent certification, bargaining unit member, with permanent status.

(ii) Five (5) years of recent experience in the district, in classroom instruction and/or direct service to students.

(iii) Demonstrate exemplary ability to support student progress, as indicated by, among other things, effective interpersonal communication skills, subject matter
knowledge and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.

(iv) Submit two (2) references from individuals with specific knowledge of his or her expertise as follows:

a. A reference from an immediate supervisor or other district administrator.

b. A reference from a practitioner.

b). All applications and references shall be treated with confidentiality.

c). The term of the Lead shall be four (4) years, however a member may serve in the position for consecutive terms. At the end of the term, the Lead will need to re-apply for the position if they wish to continue.

d). Leads will be selected through an interview process. If a leadership team is associated with the program, members of the leadership team will sit on the interview panel. If faculty reps are associated with the Lead position, faculty reps will be represented on the interview panel. In all cases, Association bargaining unit members shall make up a majority of the panel that determines final selection of the Lead.

24.07.4 Dismissal Process

a. Disputes concerning duties and tasks described below shall be self-managed within the program. If the issue rises to the level of the District administrator, the District administrator shall make specific recommendations for improvement and resolution. During this period, either party may trigger a mediation process that shall be jointly convened. All correspondence and conversation during the mediation process shall be confidential and shall not and cannot be used in any subsequent formal process involving evaluation or discipline.

b. Failure to achieve resolution through mediation, the District administrator may remove the Lead. Leads who have been removed will not be eligible to re-apply for the position for four (4) years.

c. If a Lead is unable or unwilling to complete a four-year term, the Lead may resign from the role by notifying the practitioners of the program, the District administrator overseeing the program, and the faculty representative of the intention to do so.

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

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

b. Facilitates programmatic discussions related to meeting student needs.

c. Assists and supports new practitioners to the program as well as veteran practitioners who are struggling in matters related to the goals of the program.

d. Serves as a resource to the administration and/or Leadership Team to assist in creating a culture of continual improvement.

e. Serves as a liaison between the program practitioners and the Leadership Team and/or administration, with respect to meeting the needs of students, program wide initiatives, and professional development.

f. Coordinates logistical aspects of program business, including ensuring equity to all members.

g. Coordinates the representation of the program to the community via parent newsletters, parent meeting, and award nights.

h. Participates in joint meetings or communication with the Leadership Team and/or administration and establishes a process of on-going communication to other site leadership committees as needed.

i. Collaborates with administration and Leadership Team and/or administration to coordinate assignments for practitioners.

Exhibit A

24. Mobility and Vision Teachers

Exhibit D

2. Experience (Step) Placement

K. School Social Workers

1). Upon Board approval of this agreement, new School Social Worker experience and group salary placement shall be determined by professional degree(s), numbers of earned units and verified experience. Regardless of experience (step) placement, newly hired School Social Workers will be compensated at Step 5 or greater.

b. Experience for non-public school practice and other relevant Social Work experiences related to school-age children and their families shall be limited to ten (10) years of such credit in column II-IV. Column I placement shall be limited to four (4) years of experience. Student related services must involve students qualified to attend the public schools P-12.
3. Group Placement

C. Effective July 1, 2018, units taken in the fifth year or its equivalent a blended credential program, concurrent with the regular Bachelor requirements may be counted as subsequent to graduation if these units are clearly upper division or graduate work and are certified by the college registrar or by transcripts as being in excess of the total units required for the degree and in excess of undergraduate requirements of the Bachelor of Arts Degree.

G. Placement in Column V—Continuing Education
1) c). After placement in this column, an additional 150 hours are required within a five (5) cycle to remain in Column V. A member may carry over hours for ten (10) years (2 cycles [300 hours]) beyond their current cycle placement for hours earned that follows the established continuing education guidelines. If more than 300 hours are received in one submission, the excess hours (beyond 300) will not be available for future use.

   g). iii Members whose continuing education cycle placement is expiring and are working on obtaining or renewing National Board Certification shall have the following requirements:

      a) After their final submission to the National Board in June, the member will forward verification that all submissions have been received.

      b) The member's column placement shall be downgraded to column IV.

      c) Once thee member receives notification of National Board Certification in November, copy of the certification shall be submitted to Human Resources no later than December 1. Column V placement will be processed and will be retroactive back to the beginning of the school year.

4. Filing of Units

E. A Master's Degree earned/awarded prior to the first day of required service in the new school year the first working day in September must be submitted by October 1 to receive credit for the entire school year.

Exhibit D-1 and D-2

Add to salary schedule Column Unit Placement: Column placement is based upon upper division/graduate units earned after receiving a Bachelor's or after receiving a Master's Degree.

Add Social Workers to Exhibit D1 and D2:

Credentialed Teachers/Nurses/Counselors/Speech Therapists/Teacher-Librarians/School Social Workers Salary Schedule

Exhibit D-8

Add Competitive Cheer, HS Varsity Coach $2,599.00
Exhibit D-9

Add Department Chairperson - K-8 middle years, $1,074.00 (included in contract)

Add Site Coach (supporting an additional teacher), $1,475.00 (stipend amount)

Exhibit E

Exhibit E-Section 1:

If the 2019-20 adopted budget mirrors projections of the 2018-19 adopted budget, all language regarding member access to steps 10 and 11 in columns IV and V, beginning in 2019-2020 remains in force.

Exhibit E-Section 2:

If the 2019-20 adopted budget falls short of projections in the 2018-19 adopted budget (resulting in a loss of projected revenues greater than $500,000), the District and Association agree to return to the table to discuss the implication. This may include a delay or elongated implementation of the removal of the Masters Block.

Exhibit E-Section 3:

If the 2019-20 adopted budget improves on projections in the 2018-19 adopted budget (resulting in an increase of projected revenues greater than $1,500,000), the District and Association agree to return to the table to discuss the implication. This may include a salary increase.

Exhibit F

3. Group Placement
   B. Columns III-V
   1) Group placement is based upon upper division or graduate units earned after receiving the Bachelor’s Degree in an accredited four year college or university. a.) Columns IV-VI are only open to teachers with a Site Supervisor or Program Director permit.
   2) Effective July 1, 2018, units taken in the fifth year or its equivalent a blended credential program, concurrent with the regular concurrent with the regular Bachelor requirements may be counted as subsequent to graduation if these units are clearly upper division or graduate work and are certified by the college registrar or by transcripts as being in excess of the total units required for the degree and in excess of undergraduate requirements of the Bachelor of Arts Degree.

4. Placement into Column VI-Continuing Education
   d). After placement in this column, an additional 105 hours are required within a five (5) year cycle to remain in Column VI. A member may carry over hours for ten (10) years (2 cycles [210 hours]) beyond their current cycle placement for hours earned that follows the established continuing education guidelines. If more than 210 hours are received in one submission, the
Exhibit Q

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

Eligibility

- Participants are permanent members within the elementary/K-8 division.
- Members must have demonstrated competence by receiving all “meets or exceeds” in the member performance areas of the Summary Evaluation during the previous two years.
- The configuration of shared contracts shall be 50-50 or 60-40 and must be spread across the entire school year.

Exhibit FF

July

List of new hires/rehires with the following information included:
Last 4 digit social, first, middle Initial, last name, home address, cell phone number, location, FTE, email address, employee number.

August

Complete list of bargaining unit members with the following information included:
Last 4 digit social, first, middle Initial, last name, home address, cell phone number, location, FTE, email address, employee number.
List of retirees and terminations.
List of teachers on unpaid leave including dates of leave.

September

List of new hires/rehires with the following information included:
Last 4 digit social, first, middle Initial, last name, home address, cell phone number, location, FTE, email address, employee number.

October

Complete list of bargaining unit members with the following information included:
Last 4 digit social, first, middle Initial, last name, home address, cell phone number, location, FTE, email address, employee number.
List of retirees and terminations.

December

List of new hires/rehires with the following information included:
Last 4 digit social, first, middle Initial, last name, home address, cell phone number, location, FTE, email address, employee number.
List of retirees and terminations.

January

List of new hires/rehires with the following information included:
Last 4 digit social, first, middle Initial, last name, home address, cell phone number, location, FTE, email address, employee number.
List of retirees and terminations.

**February**  Complete list of bargaining unit members with the following information included:
Last 4 digit social, first, middle Initial, last name, home address, cell phone number, location, FTE, email address, employee number.
List of retirees and terminations.

**April**  List of new hires/rehires with the following information included:
Last 4 digit social, first, middle Initial, last name, home address, cell phone number, location, FTE, email address, employee number.
List of retirees and terminations.

**June**  List of retirees and terminations.
List of surpluses / voluntary transfer new locations.

**Article 3 – System of Professional Growth**

**3.01 Statement of Intent**

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

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

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

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

**Advisory:** The phase at which time an Advisor is assigned to assist the practitioner regarding areas of concern through the development of a support plan and a regular contact and support.
Peer Assistance and Review: The phase when it has been determined, as a result of the Advisory Phase, the practitioner has received two or more ratings of unsatisfactory performance as identified on the Advisory Phase Form.

3.03 Definition of Terms

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

3.03.2 Facilitator (Peer or Administrator): Bargaining unit members and administrators that have been trained in accordance with this section.

   a. Practitioners in specialized groups (Speech Pathologists, Counselors, Nurses, TOSAs, Peer Facilitators, Consulting Teachers, etc.) not working with a Peer Facilitator and without an Administrator shall work with their Program Administrator as their Facilitator.

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

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

3.03.5 Professional Growth Team (PGT): Composed of eight (8) members that include Superintendent’s designee, three appointed administrators, the SJTA President or designee and three SJTA appointees.

3.03.6 Advisory Team: Composed of the Co-Chairs of the Center for Teacher Support (formerly the PAR Panel), one site administrator and one SJTA member.

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

3.03.7 Essential Element Rubrics
   a. Guiding documents which support growth and help assess performance over time using criteria based upon the nine (9) identified essential elements of the California Standards for the Teaching Profession.
3.03.12 *Advisor Window: Two dates per year in which Recommendations to Advisory are made.*

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

**Professional Practice Phase**
Each practitioner shall, within the program appropriate to his/her students and consistent with the resources available, identify a focus area and formulate plans to achieve student progress and the manner in which attainment of this progress will be measured. These specific plans shall be consistent with District goals and program objectives developed for the practitioner’s area of responsibility. Thereafter, the practitioner and the facilitator shall engage in a process that includes classroom observations, utilization of various forms of evidence and reflective conversations.

3.03.7 Facilitator Options

a. Each Practitioner with temporary or probationary status will be assigned an administrator as the Facilitator in the process.

b. Each practitioner in an SPG Cycle, with permanent status, may choose between request, either a peer facilitator and or a site administrator facilitator, to act as the facilitator in the process. If a peer facilitator is requested and unavailable for the current cycle, the practitioner shall be assigned a site administrator. In such cases, the practitioner shall be given priority for a peer facilitator for the next cycle if he/she chooses.

i. Practitioners complete a Facilitator Option form in the spring before they begin their SPG cycle to indicate their facilitator preference. The form shall be submitted to the Professional Growth Team. The PGT shall assign Practitioners to either site administrator facilitators or Peer Facilitators based on the following order:

   a). Preference indicated;
   b). Availability of a peer;
   c). Prior cycle facilitator;
   d). Administrative caseload;
   e). District seniority.
3.04.2 Timelines for individual practitioners during the Professional Practice Phase are as follows:

a. Returning practitioners to the same site/program and the facilitator shall meet to review the practitioner’s focus areas no later than five (5) weeks after the first day of the instructional year.

b. Practitioners assigned to a new site/program different from the previous school year and newly hired practitioners shall meet with the facilitator no later than six (6) weeks after the first instructional day.

c. Practitioners transferred after the instructional year has begun, shall have five (5) weeks after beginning his/her new assignment to meet with their facilitator.

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

3.04.3 Practitioner Roles and Responsibilities

a. Practitioners participating in an SPG cycle are responsible for meeting the current District standards of performance (see Essential Element Rubrics).

b. For the first time through the Professional Practice Phase, all practitioners shall attend a two-day training. For those that attend training outside of the regular work year, they shall be paid at their per diem rate.

c. To ensure the integrity of the system and to address possible refinements after the first SPG cycle, additional training, not to exceed two (2) hours, may be required each time through the cycle. Compensation shall be at the practitioner’s pro rata share of their per diem rate if outside of the work year.

3.04.4 Components

a. Formal Observations:
i. Formal observations shall be no less than 40 minutes in length.

ii. They shall be preceded by a pre-conference for the purpose of clarifying the focus of the observation. Each observation shall be followed by a post conference debrief. The post conference debrief shall utilize a process to look at various sources of evidence of practice and to identify next steps.

iii. Although two or three formal observations may occur throughout the year, at least one formal observation must occur no later than:

   a). *November 1 for practitioners with temporary or probationary status*

   b). November 15 *for Practitioners with permanent status*

iv. For documentation of observations and subsequent debriefings, the facilitator shall use the mutually agreed upon Evidence and Reflection Tool and Observation/Scripting forms.

b. Informal/Unscheduled Observations:

i. Informal/unscheduled observations are defined as drop-ins, visits, or pass-throughs. These are usually short visits, but have no time restrictions.

ii. For Practitioners in the SPG Cycle:

   a). The assigned facilitator may leave a note or may utilize district email for positive feedback.

   b). If a concern or recommendation for improvement is documented, on the Informal Observation Notes form, it shall be shared with the Practitioner at the next scheduled meeting between the two.
c). When the Administrator, who is not the assigned facilitator, documents concerns about a practitioner’s performance, the Administrator shall:
   i. Email the practitioner AND the peer facilitator to call for a triad (meeting between the three parties). This email does not need to contain explicit detail of the concern.
   ii. At the first triad, the administrator expresses the concern(s) to the practitioner. The peer facilitator’s role in this triad meeting is to ask clarifying questions to understand the concerns, but not to confirm or deny the concerns.
   iii. After the first triad,
      a. If administrator’s concerns do not continue, there is no further action needed by the administrator.
      b. If the concern continues, and the administrator plans to make a recommendation to Advisory, the Administrator calls for a second triad.
   iv. At the second triad, the Administrator states his/her intent to recommend advisory and shares the completed Advisory Recommendation form.
   v. The second triad may not occur until after November 15.
   vi. After the second triad, the Peer facilitator and the practitioner have 20 working days to complete the second formal observation (including pre and post conference) and a reflective conversation.

iii. For Practitioners not in an SPG cycle:
   a). A Site Administrator may do drop-ins, visits, or pass-throughs when a practitioner is not participating in SPG.
   b). A Site Administrator shall not use the Informal Observation Notes form unless the practitioner is participating in SPG or the form is being used to communicate a specific concern. In which case, the concern shall be sent utilizing district email, or
the Informal Observation Notes Form, in such cases, the practitioner shall be given the opportunity for a conference with the facilitator/administrator, unless waived by the practitioner in writing.

c. Reflective Conversations:

i. Reflective Conversations are an opportunity for the Facilitator and the Practitioner to review evidence (including, but not limited to: student work, student assessments, lesson plans, professional reflections, etc.) not generated by a classroom formal or informal observation and identify next steps. The evidence shall be selected by the Practitioner.

ii. Two (2) Reflective Conversations shall be conducted throughout the year.

d. Forms

i. All official District forms used in the System of Professional Growth process shall be mutually agreed upon by the District and SJTA.

e. Continuing Education Hours

The District and the Association agree that participation in the SPG Cycle may require additional time for practitioners to complete all components. Therefore, practitioners may earn up to, but not to exceed, 20 hours of Continuing Education hours during their participation in SPG when documented activities are in accordance with these guidelines:

i. The following activities are eligible for Continuing Education hours:
   a). Meetings with facilitators, phone calls and virtual meetings (includes FaceTime, Skype, etc.)
   b). Attending Focus Group Meetings
   c). Participating in SPG additional training opportunities (beyond the initial two days of training).

ii. Hours must occur outside of the regular site hours. They may occur before or after school.
iii. Hours must be documented on the “SPG Continuing Education Documentation Form” or recorded in ERO (Electronic Registration Online) courses for SPG

iv. Documentation forms may be sent electronically or through District mail to the Professional Learning (PLI) office

v. Hours may be earned per year upon completion of participation in an SPG cycle

vi. SPG Continuing Education hours are due no later than June 30 following the end of the practitioner’s SPG Cycle.

3.04.5 If a disagreement arises over any aspect of the practitioner’s Focus Area and Plans to Achieve Student Progress, it shall be mediated:

a. by a mutually acceptable site or District administrator, not later than two (2) weeks after receiving the dispute;

b. (when lacking mutually acceptable administrator) by the Superintendent, or designee, not later than three (3) weeks after receiving the dispute;

c. In either case, the decision shall be final.

3.04.6 Frequency of SPG Cycles

The process as prescribed in this article shall be made on a continuing basis as follows:

a. At least once each school year for practitioners with temporary and probationary status.

i. For those practitioners who are probationary, based on Education Code 44910, 44912 or 44929.21/44908, and would otherwise be permanent, they shall participate on the same cycle as permanent practitioners outlined in subsections b and c below.

b. For practitioners with permanent status in years 3, 5, 7 and 9 in San Juan: at least every other year. During initial implementation, prior year evaluation cycle shall be considered to ensure compliance with Ed Code.

i. After completing the Professional Practice Phase for two
years in a row, permanent year 3 participants, shall have a modified process:
  a). An initial goal setting meeting in accordance with timelines in section 3.04.2
  b). Two (2) Reflective Conversations
  c). Informal/Unscheduled Observations

ii. For Practitioners in the modified 3rd year of an SPG Cycle:

a). In the event that the facilitator has concerns, the facilitator shall follow the advisory recommendation process as outlined in 3.05.1

i. During the alternate year, when the practitioner is not formally participating in the System of Professional Growth, the practitioner is not responsible for writing goals or meeting with the administrator at the beginning and end of year related to such goals.

ii. However, the alternate year status does not prohibit the site administrator from conducting informal/unscheduled observations. In such cases, it is the administrator’s responsibility to communicate throughout the year with the practitioner regarding any concerns related to their performance.

c. In years 12 and 15, in San Juan, or at least every three (3) years for practitioners with permanent status who have been an employee at least ten (10) years with the school district:

i. During the off year, when the practitioner is not formally participating in the System of Professional Growth, the practitioner is not responsible for writing goals or meeting with the administrator at the beginning and end of year related to such goals.

ii. However, the off year status does not prohibit the site administrator from conducting informal/unscheduled observations. In such cases, it is the administrator’s responsibility to communicate throughout the year with the
practitioner regarding any concerns related to their performance.

iii. When an administrator determines that participation in SPG shall be conducted in what would otherwise be an off year, it is the responsibility of the administrator to notify the practitioner(s) prior to the end of the previous school year. Such notifications shall include purpose and rationale to support participation. A Facilitator will be assigned in accordance with 3.04.1.b.i.

d. In years 20, 25, 30, etc. in San Juan (or at least every five years for members with permanent status)

i. During the off year, when the practitioner is not formally participating in the System of Professional Growth, the practitioner is not responsible for writing goals or meeting with the administrator at the beginning and end of year related to such goals.

ii. However, the off year status does not prohibit the site administrator from conducting informal/unscheduled observations. In such cases, it is the administrator's responsibility to communicate throughout the year with the practitioner regarding any concerns related to their performance.

e. When an administrator determines that participation in SPG shall be conducted in what would otherwise be an off year, it is the responsibility of the administrator to notify the practitioner(s) prior to the end of the previous school year. Such notifications shall include purpose and rationale to support participation. A Facilitator will be assigned in accordance with 3.04.1.b.i.

f. In the event a practitioner's approved absences cause them to work less than 80% of the school year, but more than 50%, timelines shall be adjusted through mutual agreement of the Practitioner and the Facilitator. In the event that no agreement can be reached, the Professional Growth Team shall make the final determination. A permanent practitioner, whose approved absences cause them to work less than 50%, or less, of the school year, shall participate in the full SPG Cycle the following school year.
i. Temporary and probationary practitioners who are hired with 50% or less of the school year remaining, shall have a modified Professional Practice Phase: two reflective conversations, informal observations and an end of the year meeting.

h. During initial implementation, prior year evaluation cycle shall be considered to ensure compliance with Ed Code.

If a practitioner participates in SPG in a non-scheduled year per 3.04.6, the PGT shall determine the nearest contractually identified year that the practitioner will participate in the professional practice phase.

i. Exemptions:
   i. Practitioners identified to participate in a professional practice phase for the year in which they plan to retire shall be exempt from participation if they submit binding notice of retirement to Human Resources. This binding notice must be received by Human Resources no later than August 1.
   ii. Practitioners who submit binding retirement notification shall be eligible to receive any retirement incentive offered by the district.

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

a. The Professional Growth Team (PGT) shall establish its own standing rules and meeting schedule. SJTA appointees of the Team shall be released from their regular duties to attend PGT meetings.

b. The PGT shall be responsible for:

   i. Oversight of the implementation process, recommending necessary adjustments to the System and helping to maintain the overall System of Professional Growth (SPG) in consultation with Human Resources.

   ii. Annually evaluating the impact of the program in order to continually improve the program.
iii. Establish its own procedures, including the method for selecting the Chair or Co-Chairs.

iv. Providing the necessary annual training for the Team members.

v. Selecting and evaluating the Peer Facilitators.

vi. Selecting trainers and/or training providers.

vii. Assigning Practitioners to either site Administrator Facilitators or Peer Facilitators based on 3.04.1.b.i.

viii. Oversee the advisory process, review reports submitted by the Advisor, and make all decisions related to a practitioner returning to the Professional Practice Phase, continue in Advisory, or being referred to PAR (moved from 3.06.4)

c. All proceedings and materials related to evaluations, reports and other personnel matters shall be strictly confidential. Therefore, PGT members, Consulting Teachers, and principals administrators may disclose such information only as necessary to administer this article. (moved from section 3.06.4 b)

d. A PGT member shall neither participate in discussion nor vote on any matter in which he/she has a professional or personal conflict of interest with regard to a program participant. . (moved from section 3.06.4 c)

e. The District shall indemnify and hold harmless members of the PGT from any lawsuit or claim arising out of the performance of their duties under this program. (moved from section 3.06.4 d)

f. In addition to the regular salary, bargaining unit members on the PGT shall receive an annual stipend consistent with Exhibit D-9.

3.04.8 Facilitators
a. A Peer Facilitator is a bargaining unit member with permanent status selected to work as a Facilitator within the System of Professional Growth.

i. Selection Process:

a). The following shall constitute minimum qualifications for the Peer Facilitator:

(i) A credentialed, or the equivalent certification, bargaining unit member, with permanent status.

(ii) Five (5) years of recent experience in the district, in classroom instruction and/or direct service to students.

(iii) A minimum of eight (8) years of experience in classroom teaching and/or direct service to students.

(iv) Demonstrate exemplary ability to support student progress, as indicated by, among other things, effective interpersonal communication skills, subject matter knowledge and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.

(v) Submit two (2) references from individuals with specific knowledge of his or her expertise as follows:

a. A reference from an immediate supervisor or other district administrator.

b. A reference from a practitioner.

b). All applications and references shall be treated with confidentiality.
c). The term of the Peer Facilitator shall be four (4) years, and a member may not serve in the position for more than one (1) consecutive term.

d). For the initial year of selection, terms will be staggered at four (4), five (5) and six (6) years as determined by lottery.

e). In order to preserve the integrity of the position and fulfill the intent of the System of Professional Growth, Peer Facilitators may not enter into an administrative training program during his or her term nor be appointed to an administrative position during such a term, nor be appointed to any such position for one school year following their term.

ii. Roles and Responsibilities:

Peer Facilitators shall provide support on a full-time basis for the purpose of facilitating Practitioners’ growth as well as collective evidence of practice. The Peer Facilitators responsibilities may include:

a). Scheduling and conducting: pre-conferences, formal observations and post conference debriefs with assigned practitioners.

b). Scheduling and conducting Reflective Conversations with assigned practitioners.

c). Compiling, along with the practitioner, evidence of practice on the Essential Elements and the practitioner’s focus area.

d). Completing the Reflection Tool and sharing updated copies with the assigned practitioners.

e). Completing the End of the Year Summary and/or the Recommendation to Advisory forms within the identified timelines and as evidence supports.
f). Attending weekly collaboration with other Peer Facilitators.

g). Attending monthly meetings coordinated with the Facilitator Mentor and the Lead Consulting Teacher.

h). Honoring confidentiality of the assigned practitioners, including avoiding sharing information with site administrators.

i). Attending required training.

j). Other duties as assigned

iii. The District shall indemnify and hold harmless individual Peer Facilitators from any lawsuit or claim arising out of the performance of their duties under this program.

iv. A Peer Facilitator shall retain all rights of bargaining unit members. A Peer Facilitator shall have a work year that includes an additional five (5) is 190 days. In addition to the regular salary, a Peer Facilitator shall receive an annual stipend consistent with Exhibit D-9.

v. Peer Facilitators may be removed from the role as determined by the PGT.

vi. Upon completion of service, the member has a right to return to his/her original site.

b. Administrator Facilitator

i. Administrators may also be in the role of Facilitators in the System of Professional Growth.

ii. Roles and responsibilities may include:

a). Scheduling and conducting pre-conferences, formal observations and post conference de briefs with assigned practitioners.

b). Scheduling and conducting Reflective Conversations with assigned practitioners.
c). Compiling, along with the practitioner, evidence of practice on the Essential Elements and the practitioner’s focus area.
d). Completing the Reflection Tool and sharing updated copies with the assigned practitioners.
e). Completing the End of the Year Summary and/or the Recommendation to Advisory forms within the identified timelines and as evidence supports.
f). Honoring confidentiality of the assigned practitioners, including avoiding sharing information with site administrators.
g). Sign the End of the Year Summary (section 3.01.2) for practitioners in SPG who are working with a peer (at the end of the SPG cycle).
   (i) If a site administrator has questions or concerns about the documentation or the process used, they may call a triad with the practitioner and the peer facilitator to discuss the questions/concerns.
   (ii) After the meeting, if the site administrator continues to have concerns about signing the End of Year Summary form, they will not be required to sign. The End of Year Summary form will then be sent to the Professional Growth (PGT) Team for review and signature.

3.04.9 Facilitator Mentor

a. Selection Process

   i. The following shall constitute minimum qualifications for the Facilitator Mentor:

      a). A credentialed, or the equivalent certification, bargaining unit member with permanent status.

      b). At least five (5) years of recent experience in the district, in classroom instruction and/or direct service to students.
c). At least ten (10) years of experience in classroom teaching and/or in direct service to students.

d). Demonstrate exemplary ability to support student progress, as indicated by, among other things, effective interpersonal communication skills, mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts and the knowledge and ability to support facilitators and lead training on processes that focus on evidence to determine steps for growth.

e). Submit two (2) references from individuals with specific knowledge of his or her expertise as follows:

(i) A reference from an immediate supervisor or other district administrator.

(ii) A reference from a practitioner.

ii. All applications and references shall be treated with confidentiality.

iii. The Facilitator Mentor shall be selected by the Professional Growth Team (PGT).

iv. The term of the Facilitator Mentor shall be four (4) years, with each year after being approved by the PGT up to seven (7) years, and a member may not serve in the position for more than one (1) consecutive term.

v. In order to preserve the integrity of the position and fulfill the intent of the System of Professional growth, Facilitator Mentor may not enter into an administrative training program during his or her term nor be appointed to an administrative position during such a term nor be appointed to any such position for one school year following their term.

b. Roles and Responsibilities
i. The Facilitator Mentor shall provide support on a full-time basis for the purpose of facilitating Practitioners’ growth as well as collective evidence of practice to determine program needs.

ii. The Facilitator Mentor responsibilities may include:

a). Creating and conducting training to support Peer and Administrator Facilitators.

b). Providing feedback and technical support to Peer and Administrator Facilitators.

c). Working with the PGT to design and conduct surveys, focus groups, etc., to gather evidence to further refine SPG process.

d). Coordinating and co-leading monthly meetings with the Lead Consulting teacher between Peer Facilitators and Consulting Teachers.

e). Working with the Lead Consulting Teacher, to support Consulting Teachers serving in the role of Advisor.

f). Other duties as assigned

iii. The District shall indemnify and hold harmless the Facilitator Mentor from any lawsuit or claim arising out of the performance of their duties under this program.

iv. A Facilitator Mentor shall retain all rights of bargaining unit members. A Facilitator Mentor shall have a work year that includes an additional five (5) is 190 days. In addition to the regular salary, a Facilitator Mentor shall receive an annual stipend consistent with Exhibit D-9.

v. The Facilitator Mentor may be removed from the role as determined by the PGT.
vi. Upon completion of service, the member has a right to return to his/her original site.

3.04.10 End of Year Summary

a. The End of Year Summary for Probationary/Temporary Employees or the End of Year Summary for Permanent Employees form shall be used for the evaluation of each practitioner in accordance with this section.

b. A practitioner’s End of Year Summary plan shall be based on the practitioner’s performance of instructional and non-instructional duties, and the practitioner’s professional conduct within the scope of his/her assignment.

c. Any information used on SPG forms, other than that obtained through observations by the facilitator, shall be identified as to by its source.

d. A practitioner shall not be held accountable for any aspect of the education program or factors over which he/she has no authority or control.

e. Permanent Employees: No later than May 15, Facilitator shall meet with the practitioner to complete and discuss the End of the Year Summary. If the evidence suggests that the practitioner may not be meeting standards, the facilitator shall complete the Recommendation to Advisory Form as outlined in section 3.05.

f. Probationary and Temporary Employees: No later than April 1, Facilitator shall meet with the practitioner to complete and discuss the End of the Year Summary.

f. Each practitioner shall sign the End of the Year Summary Form. The member may prepare and attach any comments he/she feels appropriate.

3.05 Recommendation to Advisory

The purpose of the Advisory Phase is to provide high quality supports for any practitioner that may be struggling in CSTP #1-5. A recommendation of a Practitioner to the
Advisory Phase requires a minimum of two formal observations and one reflective conversation with the assigned Facilitator.

3.05.1 In the event the evidence supports the practitioner is not on track to meeting one or more standards, the assigned Facilitator shall: complete the Recommendation to Advisory Form to address any areas of concern:
   a. Send a statement of concern notifying the practitioner of the area(s) of concern.
   b. Attempt to provide support to the practitioner in the areas identified.
   c. Complete the Recommendation to Advisory Form identifying any areas of concern and include supporting evidence

3.05.2 The practitioner may submit evidence to the PGT and/or appear before the Team to present information. (moved from section 3.06.1)
   
   i. If the practitioner is in agreement with the Recommendation and/or wants the additional support, the practitioner may submit a brief statement stating they want to enter into Advisory and would like to receive additional support. This may occur only within an Advisory Window. (moved from section 3.06.1 a)

3.05.3 After reviewing the evidence, the PGT shall make the final decision. (moved from section 3.06.2)
   
   b. If the recommendation is not supported, the practitioner shall be deemed to have met standards satisfactorily and shall return to the Professional Practice cycle in accordance with section 3.04.6. The End of Year Summary form shall be completed by an administrator on the PGT. (moved from section 3.06.2 b)
   
   c. If the PGT affirms the recommendation for the practitioner to participate in the Advisory Phase. (moved from section 3.06.2 c)

3.05.4 In the case of the Facilitator being a peer, the site Administrator may submit his/her recommendation to the PGT Advisory Team provided the Advisory Recommendation process has been followed and the proper
documentation (see section 3.05.1) has been completed. (moved from section 3.05.2)

3.05.5 If a practitioner is assigned in an area outside of his/her teaching credential, the Recommendation to Advisory form shall so state. (moved from section 3.05.3)

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

3.06 Advisory Phase

The Advisory Phase shall only be implemented after concerns or questions of performance have been properly documented on the Recommendation to Advisory Form, submitted to and approved by the PGT Advisory Team.

3.06.1 The practitioner may submit evidence to the Advisory Team and/or appear before the Team to present information:

   d. If the practitioner is in agreement with the Recommendation and/or wants the additional support, the practitioner may submit a brief statement stating they want to enter into Advisory and would like to receive additional support. This may occur no earlier than the December Advisory Window.

3.06.2 After reviewing the evidence, the Advisory Team shall make the final decision:

   e. If the recommendation is not supported, the practitioner shall be deemed to have met standards satisfactorily and shall return to the Professional Practice cycle in accordance with section 3.04.6. The End of Year Summary form shall be completed by an administrator on the PGT.

   f. If the Advisory Team affirms the recommendation for the practitioner to participate in the Advisory Phase, an Advisor shall be assigned to the practitioner to implement the following process:
i. The Advisor shall assume the role previously held by the Facilitator with the additional responsibility of co-creating an improvement plan with the practitioner and a timeline for implementation.

ii. The Advisor and the Practitioner shall meet approximately two hours per week to implement the improvement plan.

iii. The Advisor shall submit a written report to the PGT Advisory Team approximately every 6 weeks or at least every 30 working days to provide updates on evidence of progress. (timeline change effective July 1, 2019)

iv. The Practitioner shall have the right to be represented by SJTA staff in any meeting of the PGT Advisory Team that the practitioner is entitled to attend and shall be given reasonable opportunity to present his/her view concerning any report being made.

v. During the Advisory Phase, if the site Administrator has a concern while the practitioner is working with the Advisor, the administrator shall call a meeting with the practitioner and the Advisor together to inform them of concerns. After convening such meeting, the site Administrator may choose to submit evidence to the PGT Advisory Team during the Advisory Phase.

vi. At the conclusion of 18 weeks or 90 working days of an Advisory Cycle, the PGT Advisory Team shall determine that: (timeline change effective July 1, 2019)

vii.

a). The practitioner meets standards in all areas and shall return to the Professional Practice cycle. The End of Year Summary shall be completed in accordance with section 3.04. The Advisory Recommendation Form and supporting documents shall be destroyed given to the practitioner and shall not be placed in the practitioner’s personnel file, or
b). The practitioner is making progress and shall participate in an additional 90-working-day Advisory Cycle, or
(i) During the first Advisory Cycle, the practitioner must maintain meeting standards in all areas not identified in the improvement plan. If evidence demonstrates that an area previously not identified is not meeting standards, the area(s) will be included in the improvement plan for a second Advisory Cycle, if needed. This may only occur in the first cycle of Advisory.

c). The practitioner is not meeting one or more standards. The practitioner shall receive further assistance through referral to the PAR program.

(ii) Requires a majority vote of the PGT Advisory Team

(iii) The Summary Advisory Form, recommending referral to PAR, shall be placed in the practitioner’s personnel file.

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

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

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

2.05.6 Roles and Responsibilities of the Advisory Team (moved to section 3.04.7)
The Advisory Team shall oversee the advisory process, review reports submitted by the Advisor, and make all decisions related to a practitioner returning to the Professional Practice Phase or being referred to PAR.

b. All proceedings and materials related to evaluations, reports and other personnel matters shall be strictly confidential. Therefore, Advisory Team members, Consulting Teachers, and principals may disclose such information only as necessary to administer this article.

e. An Advisory Team member shall neither participate in discussion nor vote on any matter in which he/she has a professional or personal conflict of interest with regard to a program participant.

d. The District shall indemnify and hold harmless members of the Advisory Team from any lawsuit or claim arising out of the performance of their duties under this program.

e. During the Advisory Phase, the Advisory Team is responsible for oversight of the phase as described in this section.

2.05.7 Advisor

a. Selection Process

i. A Consulting Teacher shall be assigned as an Advisor.

ii. The CTS Panel in collaboration with the PGT and the Advisory Team shall jointly determine Advisor assignments.

b. Roles and Responsibilities

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

3.07 Peer Assistance and Review Phase (see section 3.08)

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

a. A meeting to create an improvement plan shall occur prior to the practitioner’s participation in PAR. This meeting shall involve the practitioner being referred, the Advisor assigned to the practitioner, and the Consulting Teacher or the Coordinator of the PAR Program. The practitioner may request SJTA representation at the meeting.

b. In the event that a practitioner is recommended and approved to participate into PAR, but the process cannot immediately begin, a Consulting Teacher will provide support consistent with the PAR program, but will not document evidence of practice until the PAR process officially begins.

c. A Referred Participating Teacher is a teacher with permanent status who has been referred to Peer Assistance and Review to improve his or her instructional skills, classroom management, knowledge of subject, and/or related aspects of his or her professional practice in the areas identified to not be meeting standards in the teaching performance as a result of an unsatisfactory Summary Advisory Form and related evidence. (moved from section 3.08.2)

d. The Consulting Teacher (CT) shall assume the responsibilities previously held by the Advisor.

e. The PAR Process shall include, but not be limited to, the following:

   i. Consulting Teacher meets with the Referred Teacher to review the Summary Advisory Form

   ii. Consulting Teacher conducts a classroom observation of the referred teacher

   i. Collaboration between the Consulting Teacher and the Referred Teacher in developing a mutually agreed upon improvement plan for the Referred Participating Teacher. (moved from section 3.08.2 c)

   ii. Consulting Teacher meets with the Advisor, the administrator, and the Referred Teacher individually to seek input prior to finalizing the improvement plan. Any
dispute that may result shall be resolved by the CTS panel.

iii. The Improvement Plan shall be provided to the Referred Teacher, the CTS Panel, and the supervising administrator. A copy of the Improvement Plan shall be placed in the personnel file of the Referred Teacher. (moved from section 3.08.2 c)

iv. A cooperative relationship between the Consulting Teacher and the administrator with respect to the process and content of Peer Assistance and Review and includes triad meetings in the event administrator has concerns. (moved from section 3.08.2 c)

a). Honoring confidentiality of the assigned practitioners, includes avoiding sharing information with site administrators unless the practitioner is present.

v. To support the Referred Teacher in improving performance to meet standards that Consulting Teacher may:

a). Conduct multiple observations of the Referred Participating Teacher during classroom instruction, including periodic pre-observation and post-observation conferences. (moved from section 3.08.4)

b). Monitor the progress of the Referred Teacher as it relates to the California Standards for the Teaching Profession, and shall provide regular periodic written reports to the Referred Participating Teacher and principal administrator for discussion and review. A copy of each of the Consulting Teacher's reports shall be submitted to and discussed with the Referred Teacher to receive his or her signature before it is submitted to the CTS Panel. The Referred Teacher's signing of the report does not necessarily mean agreement, but rather that he or she has received a copy of the report. The Consulting Teacher shall submit the plan to the CTS
Panel, HR, an SJTA Representative, and the Administrator. (moved from section 3.08.4)

iii. The consulting teacher shall submit reports that use evidence of practice in alignment with the improvement plan. Should the administrator principal be in disagreement with the report written by the Consulting Teacher, he/she may submit other additional evidence of practice.

iv. The Referred Teacher shall have the right to submit a written response within twenty (20) days of receipt of the any report and have it attached to the report. (moved from section 3.08.4)

v. The Referred Teacher shall also have the right to request a meeting with the CTS Panel. (moved from section 3.08.4)

vi. The Referred Teacher shall have the right to be represented throughout these procedures by the Association representative of his or her choice. (moved from section 3.08.4)

vii. During the period of assistance, the referred teacher’s performance relative to the PAR Program guidelines shall be the joint responsibility of the CTS Panel and Consulting Teacher, in collaboration with the administrator. (moved from section 3.07.1 b)

f. Communication and consultation with the administrator principal shall be ongoing. The Consulting Teacher shall share all written evaluation reports during a conference with the Referred Participating Teacher at least every six (6) weeks. Copies of the written reports will be provided to the administrator principal and the CTS Panel. (moved from section 3.07.1 c)

g. If at any time during the period of assistance, the CTS Panel determines that the Referred Participating Teacher is unwilling or unable to meet the standards of performance, the CTS Panel may recommend to the Superintendent/designee an issuance of a notice of unsatisfactory performance per Education Code Section 44938. (moved from section 3.07.1 d)
h. At the conclusion of the year of intensive assistance and support remediation, the CTS Panel shall determine that: (moved from section 3.07.1 e)

i. The Referred Teacher is now meeting standards proficient according to California Standards for the Teaching Profession, or (moved from section 3.07.1)

ii. The intervention support may be extended to a second year if the CTS Panel believes progress is being made and the teacher has a reasonable opportunity to meet the standards with an additional year of support, or (moved from section 3.07.1)

iii. Further assistance and support remediation will not be successful with evidence reasons in support of this conclusion. The School Board may at such time initiate dismissal proceeding. (moved from section 3.07.1)

i. The deliberation of the CTS Panel shall be closed and confidential. All decisions shall be based upon the information provided by the Consulting Teacher, the administrator principal, the Referred Teacher and/or the SJTA representative. (moved from section 3.07.1 f)

j. The results of the Referred Participating Teacher’s participation in the PAR Program shall be made available for placement in his or her personnel file and shall be used in the evaluation of the Referred Participating Teacher.

3.07.2 Referred Participating Teacher Due Process Rights

a. The Referred Participating Teacher shall be entitled to review all reports generated by the Consulting Teacher prior to their submission to the CTS Panel. The member shall be given the opportunity to attach his/her comments to any report submitted to the CTS Panel. The member shall receive copies of such reports at least five (5) working days prior to any such meeting.

b. The Referred Participating Teacher shall have the right to be represented by SJTA in any meeting of the CTS Panel that the Referred Participating Teacher is entitled to attend and shall be
given a reasonable opportunity to present his/her view concerning any report being made.

c. Disagreements regarding the procedures in preparing the Summary Advisory Form, which is used as the basis for a referral, shall be subject to an expedited grievance procedure, which shall be concluded prior to the beginning of the PAR cycle next school year. Consistent with 3.09.9 of the Collective Bargaining Contract, the substance of the employee's Summary Advisory Form for competency is not arbitrable.

d. Upon the teacher's written request, all materials at least four (4) years old that are related to the Referred Participating Teacher's participation in PAR Intervention Program, shall be removed from the personnel file and placed in a separate, sealed file, consistent with 3.09.10 of the Collective Bargaining Contract.

e. The CTS Panel in no way diminishes the legal rights of District or bargaining unit members.

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

3.08.1 Description of Program

a. The Center for Teacher Support (CTS) shall oversee teacher Peer Assistance, Peer Assistance and Review (PAR) and Induction as critical resource mechanisms that allow Consulting Teachers to assist participating teachers in gaining knowledge in subject matter and/or teaching strategies to support student growth.

b. The Center for Teacher Support Panel will be responsible for administering the District's Induction program to provide peer assistance that includes, but is not limited to: methods of delivering services, training, types of support offered, and recommendations to the school board on program design.

c. The parties agree to jointly provide on-going support and awareness level training for PAR.

3.08.2 Definition of Terms
a. Induction: Support provided by consulting teachers to beginning teachers to assist them in clearing their preliminary credentials. Beginning teachers benefit from professional support provided by other classroom teachers. The activities shall be designed to support new teachers in obtaining a Clear credential as well as to strengthen the Participating Teacher’s skill and expertise in accordance with the California Standards for the Teaching Profession. Support shall be provided in the following areas: mastery of content, instructional skills and techniques, alignment to site and District Strategic Plan classroom management, planning and designing lessons for all children, assessment of student progress toward established standards, appropriate learning environment.

b. Peer Assistance: Support provided by a consulting teacher to a teacher volunteering to receive peer support. All teachers benefit from professional support provided by other classroom teachers. For the purpose of this article, peer assistance describes activities planned and implemented by the Consulting Teacher in collaboration with the Participating Teacher. The activities shall be designed to strengthen the Participating Teacher’s skill and expertise in accordance with the California Standards for the Teaching Profession in the following areas: mastery of content, instructional skills and techniques, alignment to site and District Strategic Plan, classroom management, planning and designing lessons for all children, assessment of student progress toward established standards, appropriate learning environment.

c. Peer Assistance and Review (PAR): For the purpose of this article; Support provided by a Consulting Teacher to a Referred Teacher. Peer assistance and review describes a process by which the Consulting Teacher shall monitor, guide and support the progress of his/her assigned Referred Participating Teacher toward a satisfactory level of classroom performance. The review process shall include the following:

vi. Collaboration between the Consulting Teacher, the Referred Participating Teacher, and the administrator in developing a mutually agreed upon plan for the Referred Participating Teacher. Any dispute that may result shall be resolved by the CTS panel.
vii. Written reports to the Referred Participating Teacher which shall be shared with the Center for Teacher Support Panel and the supervising administrator.

viii. A cooperative relationship between the Consulting Teacher and the administrator with respect to the process and content of Peer Assistance and Review.

ix. An Advisory Form prepared by the consulting teacher shall be provided to the Referred Participating Teacher, the CTS Panel, and the supervising administrator. A copy of the Advisory Form shall be placed in the personnel file of the Referred Participating Teacher and the Advisory Form shall be reflected in the final recommendation of the Referred Participating Teacher.

d. Center for Teacher Support Panel: The Panel shall be comprised of seven (7) members, the majority of whom shall be certificated classroom teachers.

e. Referred Participating Teacher: A Referred Participating Teacher is a teacher who has achieved permanent status and who, after participating in the Advisory process receives an Summary Advisory Form in which evidence indicates the practitioner is not meeting standards in two or more areas ratings of unsatisfactory have been earned, demonstrates a need for assistance as outlined in the performance areas of the Summary Advisory Form. A permanent teacher with one area identified as not meeting standards unsatisfactory rating may be referred to CTS Panel for intervention. The CTS Panel shall have authority to accept or reject such referrals. A Referred Participating Teacher shall participate in the peer-assistance and peer-assistance and review components of this program.

f. Volunteer Participating Teacher: A Volunteer Participating Teacher is a teacher who has achieved permanent status or an experienced teacher new to the District who seeks to improve his/her teaching performance and requests the Center for Teacher Support Panel to assign a Consulting Teacher to provide peer assistance. A Volunteer Participating Teacher shall be involved only in the peer-assistance component of this program. Peer
**Assistance is only available to teachers not currently in an SPG cycle.**

g. Beginning **Participating** Teacher: Newly employed classroom teachers possessing a preliminary credential who will participate in the District Induction program.

h. Consulting Teacher: A Consulting Teacher is a permanent teacher selected by the Center for Teacher Support Panel to provide support to Participating Teachers and/or to assume additional responsibilities determined as appropriate by the CTS Panel. The Consulting Teacher shall be released on a full-time basis. The responsibilities may include:

1. **Assistance and guidance to Beginning Participating Teachers in Induction.**

2. **Supporting Site Coaches (Induction program)**

3. **Developing and conducting professional development opportunities for teachers in Induction**

4. **Providing support to Referred Participating teachers while also documenting evidence of practice.**

5. **Supporting teachers who have requested Peer Assistance**

6. **Supporting the Practitioner in the Advisory Process while also documenting evidence of practice.**

3.08.3 Center for Teacher Support Panel

a. The CTS Panel shall consist of seven (7) members, the majority of whom shall be certificated classroom teachers who are chosen to serve by the Association. The District shall choose the administrators of the Panel. Consensus is the preferred decision making model. However, when consensus cannot be reached, a simple majority is needed for all decisions related exclusively to the Peer Assistance and Review Program and five (5) votes shall be required for all other decisions.

b. The CTS Panel will establish its own standing rules and meeting schedule. To make program changes or personnel decisions, five (5) members of the CTS Panel must be in agreement. Teachers
who are members of the CTS Panel shall be released from their regular duties to attend CTS Panel meetings.

c. The CTS Panel shall be responsible for the following:

i. Reviewing peer review reports prepared by Consulting Teachers and making recommendations regarding permanent teachers to the District governing board.

ii. Annually recommending, in consultation with the Superintendent and/or his/her designee, a budget for the programs under the purview of the CTS Panel that shall be subject to final review and approval by the Superintendent and school board.

iii. Annually evaluating the impact of the program in order to continually improve the program using evaluation criteria developed at the inception of the program. Establishing its own procedures, including the method for selection of a Chair or Co-Chairs.

iv. Providing the necessary annual training for the panel members.

v. Selecting and evaluating the Consulting Teachers.

vi. Selecting trainers and/or training providers.

vii. Providing ongoing training for Consulting Teachers.

viii. Distributing, at the beginning of each school year, a copy of the description and guidelines governing the program to all bargaining unit members, administrators and school board.

ix. Making all decisions about eligibility for the program consistent with this agreement.

x. Determining the number of Consulting Teachers in any school year based upon participation in the CTS programs, the budget available and other relevant considerations.

xi. Approving assignment of additional staff to provide instructional and curricular support to Participating Teachers any teachers participating in the CTS programs.

d. Bargaining unit members of the CTS Panel shall be paid their per diem rate for up to ten (10) extra days per year if required for the
program. Bargaining unit members shall receive an annual stipend (see Exhibit “D-9”).

e. All proceedings and materials related to evaluations, reports and other personnel matters shall be strictly confidential. Therefore, CTS Panel members, Consulting Teachers, and administrators may disclose such information only as necessary to administer this article.

f. A CTS Panel member shall neither participate in discussion nor vote on any matter in which he/she has a professional or personal conflict of interest with regard to a program participant.

g. The District shall indemnify and hold harmless members of the CTS Panel from any lawsuit or claim arising out of the performance of their duties under this program.

3.08.4 Participating Teachers-CTS Programs

a. Referred Participating Teacher-Peer Assistance and Review (PAR) see section 3.07

i. A Referred Participating Teacher is a teacher with permanent status who has been referred to Peer Assistance and Review to improve his or her instructional skills, classroom management, knowledge of subject, and/or related aspects of his or her teaching performance as a result of an unsatisfactory Advisory Form.

ii. The Referred Participating Teacher shall have the right to submit a written response within twenty (20) days of receipt of the Advisory Form and have it attached to the final report. The Referred Participating Teacher shall also have the right to request a meeting with the CTS Panel and to be represented at this meeting by the Association representative of his or her choice.

b. The Referred Participating Teacher has the right to be represented throughout these procedures by the Association representative of his or her choice.

b. Volunteer Participating Teacher Peer Assistance
i. All teachers benefit from professional support provided by other classroom teachers. For the purpose of this article, peer assistance describes activities planned and implemented by the Consulting Teacher in collaboration with the Teacher. The activities shall be designed to strengthen the Teacher's skill and expertise in accordance with the California Standards for the Teaching Profession in the following areas: mastery of content, instructional skills and techniques, alignment to site and District Strategic Plan, classroom management, planning and designing lessons for all children, assessment of student progress toward established standards, appropriate learning environment. (moved from section 3.08.2)

ii. A Volunteer Participating Teacher is a teacher with permanent status who volunteers to participate in the Peer Assistance process. A Volunteer Participating Teacher may terminate his/her participation in the program at any time.

iii. All communication and documentation between the Consulting Teacher and a Volunteer Participating Teacher shall be confidential and, without the written consent of the Volunteer Participating Teacher, shall not be shared with others including the administrator site principal, the facilitator the evaluator, or the CTS Panel.

iv. Any such documentation produced while the teacher is a Volunteer Participating Teacher shall be the property of the Volunteer Participating Teacher and shall not be placed in the personnel file.

v. Peer Assistance is only available to teachers not currently in an SPG cycle.

c. Beginning-Participating-Teacher-Induction

i. Beginning teachers benefit from professional support provided by other classroom teachers. The activities shall be designed to support new teachers in obtaining a Clear credential as well as to strengthen the Teacher's skill and expertise in accordance with the California Standards for the Teaching Profession. Support shall be provided in the following areas: mastery of content, instructional skills and
techniques, alignment to site and District Strategic Plan classroom management, planning and designing lessons for all children, assessment of student progress toward established standards, appropriate learning environment. 

*moved from section 3.08.2 a*

ii. A Beginning *Participating* Teacher shall receive assistance from a Consulting Teacher as part of the Induction Program. The Consulting Teacher shall not participate in an evaluation of the Beginning *Participating* Teacher. Beginning teachers *shall may* participate in the program for two (2) years.

iii. Short-term (less than 75%) contract teachers who have a preliminary credential shall be provided assistance as determined by the CTS Panel and the availability of resources. The CTS Panel shall have the authority to reject or accept such candidates.

d. Consulting Teachers

i. A Consulting Teacher is a teacher who provides assistance to *a-Participating* teachers pursuant to the Center for Teacher Support Programs. The following shall constitute minimum qualifications for the Consulting Teacher:

   c). A credentialed classroom teacher with permanent status.

   d). Five (5) years of recent experience in classroom instruction.

   e). Demonstrate exemplary teaching ability, as indicated by, among other things, effective interpersonal communication skills, subject matter knowledge and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.

   f). Submit two (2) references from individuals with specific knowledge of his or her expertise as follows:
(i) Reference from a building site principal or immediate supervisor.

(ii) A reference from another classroom teacher.

ii. All applications and references shall be treated with confidentiality.

iii. Consulting Teachers shall be selected by the CTS Panel in accordance with this section of this agreement.

iv. The term of the Consulting Teacher shall be four (4) years, and a teacher may not serve in the position for more than one (1) consecutive term. The Lead Consulting Teacher may serve up to a seven (7) year term. The extension must be approved by the CTS Panel on a year-by-year basis. In order to preserve the integrity and fulfill the intent of the Induction, Peer Assistance and Review, and Advisory Programs, applicants must agree not to enter an administrative training program during his or her term nor be appointed to an administrative position during such a term nor be appointed to any such a position for one school year following their term.

v. Consulting Teachers shall provide support on a full-time basis for the purpose of observing participating teachers and meeting with them to plan and provide support and assistance. In addition, the CTS Panel may authorize additional support appropriate to meet the needs of the participating teacher.

vi. Functions and other CTS responsibilities as defined by subdivisions g and m of 3540.1 of the Government Code and Education Code, Article 4.5, section 44503(b) performed pursuant to this Article by bargaining unit members shall not constitute either management or supervisory functions. The Consulting Teacher shall retain all rights of bargaining unit members. In addition to the regular salary, a Consulting Teacher shall have a work year that includes an additional five (5) is 190 days. Up to an additional five (5) days may be assigned at per diem rate based on program needs. The Consulting Teacher shall
receive an annual stipend (see Exhibit “D-9”). This stipend may be prorated if the service is less than one (1) year.

vii. Upon completion of his/her service as a full-time released Consulting Teacher, a teacher has a right to return to his/her original site.

viii. The District shall indemnify and hold harmless individual Consulting Teachers from any lawsuit or claim arising out of the performance of their duties under this program.

ix. Consulting Teachers shall assist participating teachers by demonstrating, observing, coaching, conferencing, referring or providing other activities that, in their professional judgment, will assist participating teachers.

a). Assisting and guiding Beginning Teachers in Induction. (moved from section 3.02.2 h)

b). Supporting Site Coaches (Induction program) (moved from section 3.02.2 h)

c). Developing and conducting professional development opportunities for teachers in Induction (moved from section 3.02.2 h)

d). Providing support to Referred teachers while also documenting evidence of practice. (moved from section 3.02.2 h)

e). Supporting teachers who have requested Peer Assistance (moved from section 3.02.2 h)

f). Supporting Practitioners in the Advisory Process while also documenting evidence of practice. (moved from section 3.02.2 h)

g). Demonstrating, observing, coaching, conferencing, referring or providing other activities that, in their professional judgment, will assist teachers they are assigned to support.

h). **Other duties as assigned**

x. **Consulting Teachers supporting a referred teacher in PAR shall:**
e). Meet with the Referred Participating Teacher and the principal to discuss the performance goals; develop the improvement plan and develop a process for determining successful completion of the PAR program.

d). Conduct multiple observations of the Referred Participating Teacher during classroom instruction, including periodic pre-observation and post-observation conferences.

e). Monitor the progress of the Referred Participating Teacher as it relates to the California Standards for the Teaching Profession, and shall provide periodic written reports to the Referred Participating Teacher and principal for discussion and review. A copy of each of the Consulting Teacher’s reports shall be submitted to and discussed with the Referred Participating Teacher to receive his or her signature before it is submitted to the CTS Panel. The Referred Participating Teacher’s signing of the report does not necessarily mean agreement, but rather that he or she has received a copy of the report. The Consulting Teacher shall submit the Advisory Form to the CTS Panel.

f). Complete the referred teacher summary evaluation form (year-1) and the form shall be signed by the Consulting Teacher and the principal. Should the principal be in disagreement with the summary evaluation written by the Consulting Teacher, the principal shall prepare a separate summary evaluation form (year-2) using the Referred Teacher Summary Form for Administrators. This form shall be signed by the principal, the Referred Teacher, and the Consulting Teacher.

3.09 Personnel Files

3.09.1 A member’s personnel file shall be treated as confidential.
3.09.2 Materials in personnel files of members which may serve as a basis for affecting the status of their employment are to be made available for the inspection of the person involved.

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

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

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

3.09.6 Upon written authorization by the member, a representative of the Association shall be permitted to examine and obtain copies of the materials in such member’s file.

3.09.7 Any person who drafts, receives, or places materials in a member’s file shall sign and date the material.

3.09.8 A member shall have the right to request the Personnel Director to place appropriate material of a positive nature in his/her personnel file.

3.09.9 The substance of employee evaluations for competency is not arbitrable. Commentary alleging a disciplinable offense as defined in the Agreement, if included in such evaluations, shall be considered the same as a written warning.

3.09.10 Derogatory materials in a personnel file that are at least four (4) years old shall, upon an employee’s written request, be removed from the personnel file and placed in a separate sealed file. The End of Year Summary Form may not be removed from the personnel file under this section.

3.10 Public Charges

3.10.1 Any anonymous or unsubstantiated public complaint shall not be used in a member’s evaluation or included in a member’s personnel file. If the administration decides that a complaint received about a member is not
serious enough to warrant a meeting with the member, subsequent evaluations shall contain no reference to the complaint.

3.10.2 If the administrator believes a complaint is serious enough to bring to the attention of the member, the member may request the administrator to schedule a meeting of the member, the complainant, and the administrator. If, in the judgment of the administrator, such a meeting would be counter-productive, the meeting may not be scheduled. The reasons for that judgment shall be given the member upon request. If no meeting is held, or if a meeting is held without the opportunity for the member to be present, subsequent evaluations shall contain no reference to the complaint.

3.11 Controversial Materials

3.11.1 When complaints are received from citizens relative to the use of allegedly controversial instructional material which, in the judgment of the site/program administrator, are serious enough to adversely affect a member’s evaluation, the complaints shall be handled as follows:

a. Complaints shall be referred to the site/program administrator who shall review the complaint.

b. The site/program administrator shall review the complainant with the member in question and shall attempt to resolve the issue at that level.

c. If a resolution is not reached at this level, the complainant shall be requested to state his/her case in writing and shall be informed that the statement shall include the name of the member, date, place and full description of the episode or material in question and, in the case of printed material, the name of the author, title, publisher and objections by page and items or, in the case of other material, specific information in order to locate the objectionable phrase or aspect and any other specific information which might be pertinent. Upon receipt of the above, the site/program administrator shall review the complaint with the member in question and shall subsequently hold a conference with the complainant and the member in an attempt to resolve the issue at that level.
d. If the issue is not resolved at the initial level, the matter shall be referred to the Superintendent/designee for resolution.

Jim Shoemake  Date  Dr. Edward F. Burgess IX  Date
Assistant Superintendent  
Schools and Labor Relations, SJUSD  
Associate Executive Director  
San Juan Teachers Association
# San Juan Unified School District
## 2019-2020 Draft School Year Calendar

<table>
<thead>
<tr>
<th></th>
<th>FIRST WEEK</th>
<th>SECOND WEEK</th>
<th>THIRD WEEK</th>
<th>FOURTH WEEK</th>
<th>FIFTH WEEK</th>
<th>School Days</th>
<th>School Days</th>
<th>Non-Instr Days</th>
<th>Optional Days</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>July</strong></td>
<td>1 2 3 4 5</td>
<td>8 9 10 11 12</td>
<td>15 16 17 18 19</td>
<td>22 23 24 25 26</td>
<td>29 30 31</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>August</strong></td>
<td>4 2 5 6 7 8 9</td>
<td>13 14</td>
<td>15 16</td>
<td>19 20 21 22 23</td>
<td>26 27 28 29 30</td>
<td>12 12 2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>September</strong></td>
<td>2 3 4 5 6</td>
<td>9 10 11 12 13</td>
<td>16 17 18 19 20</td>
<td>23 24 25 26 27</td>
<td>30</td>
<td>20 20</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>October</strong></td>
<td>1 2 3 4 7</td>
<td>8 9 10 11 14</td>
<td>14 15 16 17 18</td>
<td>21 22 23 24 25</td>
<td>28 29 30 31</td>
<td>21 21</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>November</strong></td>
<td>1 4 5 6 7 8</td>
<td>11 12</td>
<td>13 14 15</td>
<td>18 19 20 21 22</td>
<td>25 26 27 28 29</td>
<td>14 14</td>
<td>(Elem &amp; K8)</td>
<td>1 (MS &amp; HS)</td>
<td></td>
</tr>
<tr>
<td><strong>December</strong></td>
<td>2 3 4 5 6</td>
<td>9 10 11 12 13</td>
<td>16 17 18 19 20</td>
<td>23 24 25 26 27</td>
<td>30 31</td>
<td>15 15</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>January</strong></td>
<td>1 2 3 6</td>
<td>7 8 9 10 13</td>
<td>14 15 16 17 20</td>
<td>21 22 23 24 25</td>
<td>27 28 29 30 31</td>
<td>18 18</td>
<td>1 (MS &amp; HS)</td>
<td>1 (Elem &amp; K8)</td>
<td></td>
</tr>
<tr>
<td><strong>February</strong></td>
<td>3 4 5 6 7</td>
<td>10 11 12 13 14</td>
<td>17 18 19 20 21</td>
<td>24 25 26 27 28</td>
<td>15 15</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>March</strong></td>
<td>2 3 4 5 6</td>
<td>9 10 11 12 13</td>
<td>16 17 18 19 20</td>
<td>23 24 25 26 27</td>
<td>30 31</td>
<td>21 21</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>April</strong></td>
<td>1 2 3 6 7 8 9</td>
<td>10</td>
<td>13 14 15 16 17</td>
<td>20 21 22 23 24</td>
<td>27 28 29 30</td>
<td>17 17</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>May</strong></td>
<td>1 4 5 6 7 8</td>
<td>11 12 13 14 15</td>
<td>18 19 20 21 22</td>
<td>25 26 27 28 29</td>
<td>20 20</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| **June**       | 1 2 3 4 5 8 | 9 10 | 11 12 13 14 15 | 22 23 24 25 26 | 29 30      | 7 7 1       |             |                |                |

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

### First/Last Day of Service
- August 13 - June 10

### Student First/Last Day
- August 15 - June 9

### Non-Instructional Days
- August 13 - Staff Development Day
- August 14 - Teacher Work Day
- November 12 - Elementary & K8 Teacher Work Day
- November 12 - MS & HS Teacher PD Day (optional)
- January 6 - MS & HS Teacher Work Day
- January 6 - Elementary & K8 Teacher PD Day (optional)
- June 10 - Teacher Work Day (*) 86 days or less

### Semester Dates - Secondary (MS & HS)
- August 15 - January 6
- January 7 - June 9

### Trimester Dates - Elementary & K8
- August 15 - November 12 (12 weeks)
- November 13 - March 6 (12 weeks)
- March 9 - June 9 (12 weeks)

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

Board Approved:

---

Strike through days represent "School Recess Days"
## San Juan Unified School District
### 2019-2020 Draft School Year Calendar

<table>
<thead>
<tr>
<th></th>
<th>FIRST WEEK</th>
<th>SECOND WEEK</th>
<th>THIRD WEEK</th>
<th>FOURTH WEEK</th>
<th>FIFTH WEEK</th>
<th>School Days Elem</th>
<th>School Days Sec</th>
<th>Non-Inst Days</th>
<th>Optional Days</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>July</strong></td>
<td>1 2 3 4 5</td>
<td>6 7 8 9 10 11 12</td>
<td>13 14 15 16</td>
<td>17 18 19 20</td>
<td>21 22 23 24 25 26 27 28 29 30 31</td>
<td>12 12 2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>August</strong></td>
<td>1 2 3 4 5 6</td>
<td>7 8 9 10 11</td>
<td>12 13 14 15 16</td>
<td>17 18 19 20 21 22 23</td>
<td>24 25 26 27 28 29 30</td>
<td>20 20</td>
<td>20</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>September</strong></td>
<td>2 3 4 5 6 7 8 9 10 11 12</td>
<td>13 14 15 16 17 18 19 20</td>
<td>21 22 23 24 25 26 27 28 29 30</td>
<td>31</td>
<td>14 14</td>
<td>(Elem &amp; K8)</td>
<td>1 (MS &amp; HS)</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>October</strong></td>
<td>1 2 3 4 5 6 7 8 9 10 11</td>
<td>12 13 14 15 16 17 18 19 20</td>
<td>21 22 23 24 25 26 27 28 29 30</td>
<td>31</td>
<td>21 21</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>November</strong></td>
<td>1 2 3 4 5 6 7 8 9 10 11</td>
<td>12 13 14 15 16 17 18 19 20</td>
<td>21 22 23 24 25 26 27 28 29 30</td>
<td>31</td>
<td>14 14 (Elem &amp; K8)</td>
<td>1 (MS &amp; HS)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>December</strong></td>
<td>2 3 4 5 6 7 8 9 10 11 12</td>
<td>13 14 15 16 17 18 19 20</td>
<td>21 22 23 24 25 26 27 28 29 30</td>
<td>31</td>
<td>15 15</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>January</strong></td>
<td>1 2 3 4 5 6 7 8 9 10 11</td>
<td>12 13 14 15 16 17 18 19 20</td>
<td>21 22 23 24 25 26 27 28 29 30</td>
<td>31</td>
<td>18 18</td>
<td>(MS &amp; HS)</td>
<td>1 (Elem &amp; K8)</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>February</strong></td>
<td>1 2 3 4 5 6 7 8 9 10 11</td>
<td>12 13 14 15 16 17 18 19 20</td>
<td>21 22 23 24 25 26 27 28 29 30</td>
<td>31</td>
<td>15 15</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>March</strong></td>
<td>2 3 4 5 6 7 8 9 10 11 12</td>
<td>13 14 15 16 17 18 19 20</td>
<td>21 22 23 24 25 26 27 28 29 30</td>
<td>31</td>
<td>21 21</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>April</strong></td>
<td>1 2 3 4 5 6 7 8 9 10 11</td>
<td>12 13 14 15 16 17 18 19 20</td>
<td>21 22 23 24 25 26 27 28 29 30</td>
<td>31</td>
<td>17 17</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>May</strong></td>
<td>1 2 3 4 5 6 7 8 9 10 11</td>
<td>12 13 14 15 16 17 18 19 20</td>
<td>21 22 23 24 25 26 27 28 29 30</td>
<td>31</td>
<td>20 20</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>June</strong></td>
<td>1 2 3 4 5 6 7 8 9 10 11</td>
<td>12 13 14 15 16 17 18 19 20</td>
<td>21 22 23 24 25 26 27 28 29 30</td>
<td>31</td>
<td>7 7 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Holidays
- September 2, Labor Day
- November 11, Veterans' Day
- November 28, Thanksgiving Day
- November 29, Local Holiday
- December 25, Christmas Day
- December 26, 27, 30, 31 Winter Recess
- January 1, New Year's Day
- January 20, Martin Luther King, Jr. Day
- February 17, Presidents' Day
- February 18, Lincoln's Day Observed
- April 10, Local Holiday
- May 25, Memorial Day
- Semester Dates - Secondary (MS & HS)
  - August 15 - January 6
  - January 7 - June 9
- Trimester Dates - Elementary & K8
  - August 15 - November 12 (12 weeks)
  - November 13 - March 6 (12 weeks)
  - March 9 - June 9 (12 weeks)

### Notes
- 1st Minimum Day for Staff Development: August 13 - Staff Development Day
- 1st Minimum Day for Teacher Work Day: August 14 - Teacher Work Day
- 1st Minimum Day for Elementary & K8 Teacher Work Day: November 12
- 1st Minimum Day for MS & HS Teacher PD Day: November 12
- 1st Minimum Day for MS & HS Teacher Work Day: January 6
- 1st Minimum Day for Elementary & K8 Teacher PD Day (optional): January 6
- 1st Minimum Day for Elementary & K8 Teacher Work Day (optional): January 6
- 1st Minimum Day for Teacher Work Day (186 day or less): June 10
- *2 Staff Development Days (Legislative-Non ADA): determined per site

Board Approved:

**Strike through days represent "School Recess Days"**