



TENTATIVE AGREEMENT  
BETWEEN  
SAN JOSÉ UNIFIED SCHOOL DISTRICT  
AND  
AFSCME LOCAL 101

October 29, 2024

**ARTICLE 3000 - TERM OF AGREEMENT**

3100 This Agreement shall be in effect from July 1, ~~2022~~**2025** through June 30, ~~2025~~**2028**, except for those provisions which have been assigned other effective dates. This Agreement supersedes the ~~2019-2022~~**2022-2025** agreement. Said Agreement shall remain in full force and effect from year to year thereafter unless either party serves written notice of its intention to amend, modify or terminate specific sections of the Agreement.

3200 The parties shall work collaboratively, with subsequent ratification by both parties, on a new evaluation system that **will be implemented in this contract period. Each party shall identify two (2) representatives to begin work on the evaluation system within one month of ratification of this agreement.** ~~is consistent with the evaluation system already implemented for certificated employees, both teachers and administrators, with testing, refinement and full implementation as soon as possible.~~ **The evaluation system shall include clear standards, a support process, and including** a provision that employees shall advance one step on their respective pay schedule for each year in which there is either completion of an overall meets standard evaluation or a year in which there was no evaluation completed.

~~3300 The parties shall work collaboratively, with subsequent ratification by both parties, on baseline requirements for all positions as soon as possible and to have all bargaining unit members meet those baseline requirements for the applicable position periodically, with the period determined by both parties, with at least a period of targeted support equivalent to the standard probationary period whenever a bargaining unit member requires support in meeting the baseline requirements prior to any disciplinary action specific to the baseline requirements, including dismissal, occurring for that bargaining unit member, without precluding San José Unified from pursuing other disciplinary action when necessary.~~

3400  
**3300** In addition to the preceding, there shall be up to one ~~non-salary~~ reopener per party in each year of this agreement. Should another bargaining unit receive a salary increase during the term of this agreement, excluding any increase that is a result of a corresponding financial concession, San José Unified will provide AFSCME with notice and the opportunity to negotiate salary. Should the **city, county,** state or federal minimum wage increase beyond the amount specified in section 25111, San José Unified will provide AFSCME with notice and the opportunity to negotiate salary.

For AFSCME:




Israel Goins  
President



Jo Bates  
Business Agent

Date: 10/29/24

For San José Unified School District:



J. Dominic Bejarano  
Assistant Superintendent



R. Peter Rittling  
Attorney

Date: 10/29/2024



TENTATIVE AGREEMENT  
BETWEEN  
SAN JOSÉ UNIFIED SCHOOL DISTRICT  
AND  
AFSCME LOCAL 101

November 5, 2024

**ARTICLE 12000 - LEAVES OF ABSENCE**

12100 Leave with Compensation

12110 Personal Illness or Injury

12111 Each employee will be allowed accumulative sick leave without loss of pay due to illness or injury upon the basis of one (1) day per work month, or a proration thereof, up to a total of twelve (12) days during each school year. Any days not used will be accumulated by the employee for use, if necessary, during succeeding years. Deductions for absence due to illness or injury shall be recorded by hours.

12112 San José Unified may require physician's certification or other proof of personal illness or injury before allowing payment for days of absence due to personal illness or injury. The physician's certification shall be submitted electronically to Human Resources.

**12113 San José Unified shall not discharge, threaten to discharge, demote, suspend, or in any manner discriminate against an employee for using accrued sick leave as provided by law.**

12120 Personal Necessity Leave

12121 A maximum of seven (7) days of absence for personal illness or injury, pursuant to section 12110, may be used in any one school year for personal necessity. Personal necessity per Education Code section 45207, is defined as follows:

12121.1 Death of a member of the immediate family when additional leave is required beyond that provided as bereavement leave.

12121.2 Accident, involving person or property, or the person or property of a member of the immediate family.

12121.3 Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.

12122 Employees using personal necessity must appropriately record their absence in San José Unified's absence reporting system and must submit documentation for their absence to Human Resources within five (5) workdays after returning to work.

#### 12130 Bereavement Leave

12131 Immediate family with no loss of pay or sick leave – An employee is granted absence up to ~~three (3)~~ **five (5)** days due to each death in the immediate family. **The leave shall be completed within three (3) months of the date of death of the family member.** ~~An additional two (2) days for out of state travel or travel of more than two hundred fifty (250) miles within the state shall be granted.~~ No deduction will be made for such absences.

12131.1 Employee's family members covered in this section: employee's mother, father, stepparent, grandmother, grandfather, son, daughter, stepchildren, grandchildren, spouse, domestic partner, son-in-law, daughter-in-law, brother, sister, brother-in-law, sister-in-law, and any relative living in the immediate household of the employee; the employee's spouse's or domestic partner's mother, father, grandmother, grandfather, son, daughter, stepchildren, and grandchildren.

12132 Funeral of a student with no loss of pay or sick leave – One (1) day of leave with pay may be granted, following conferral with the employee's supervisor and with the permission of the Superintendent or designee, due to the death of a current or former San José Unified student.

12133 Funeral of an employee with no loss of pay or sick leave – One (1) day of leave with pay may be granted, following conferral with the employee's supervisor and with the permission of the Superintendent or designee, due to the death of another San José Unified employee.


12134 Funeral of other family members with loss of sick leave – ~~Three (3)~~ **Five (5)** days of leave with pay may be granted to employees with the permission of the Superintendent or designee to attend funeral services for members of the employee's spouse's or domestic partner's family. ~~An additional two (2) days for out of state travel or travel of more than two hundred fifty (250) miles within state shall be granted.~~ **The leave shall be completed within three (3) months of the date of death of the family member.** Leaves described in this paragraph will be deducted from the employee's sick leave. Spouse's or domestic partner's family members covered by this section include son-in-law and daughter-in-law.




12135 Funeral of other persons with loss of sick leave – One (1) day of leave with pay may be granted to employees, with the permission of the Superintendent or designee, to attend funeral services for a person not described above. This leave will be deducted from the employee’s sick leave.

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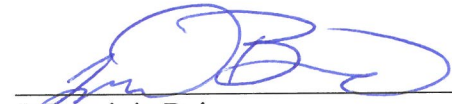
For AFSCME:

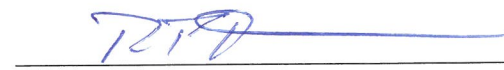
  
\_\_\_\_\_  
Israel Goins  
President

  
\_\_\_\_\_  
Jo Bates  
Business Agent

Date: 11/5/24

For San José Unified School District:

  
\_\_\_\_\_  
J. Dominic Bejarano  
Assistant Superintendent

  
\_\_\_\_\_  
R. Peter Rittling  
Attorney

Date: 11/5/2024



TENTATIVE AGREEMENT  
BETWEEN  
SAN JOSÉ UNIFIED SCHOOL DISTRICT  
AND  
AFSCME LOCAL 101

November 5, 2024

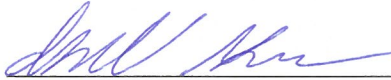
**ARTICLE 13000 – REEMPLOYMENT AFTER SEPARATION**


- 13100** When an employee in the classified service of San José Unified applies and is hired for a position in another classified bargaining unit, the provisions of the collective bargaining agreement in the new unit shall apply as though that employee had already been a bargaining unit employee.
- 13110** When the employee is hired for a position that is a lateral transfer, demotion, or promotion relative to their prior position, the applicable pay schedule placement provisions will apply.
- 13120** If the employee is hired to the same, a lateral, or a lower classification, the employee's permanent status will be maintained. If the employee is hired to a promotional position, the promotional probation period will apply.
- 13200** Permanent employees who voluntarily separate employment and are subsequently rehired within 39 months of their date of separation shall have the rights, benefits, and burdens of their prior classification restored.
- 13210** Pay schedule placement shall be at the step on which the employee was located upon their separation.
- 13211** If the returning employee is hired for a position that is a demotion, lateral transfer, or promotion relative to their prior position, the applicable collective bargaining agreement provisions will apply.
- 13220** If the employee is hired to the same, a lateral, or a lower classification, the employee's permanent status will be restored. If the employee is hired to a promotional position, the promotional probation period will apply.
- 13300** Seniority
- 13310** Seniority shall be based on all time in paid status.
- 13320** Length of service shall be determined by the date of hire in the affected classification.
- 13330** Seniority in a higher classification always counts towards lower classifications.

- 13340 Seniority in lateral classifications always counts towards lateral classifications.**
- 13350 Seniority in a lower classification does not count towards seniority in a higher classification.**
- 13360 Temporary and short-term assignments during layoff do not count towards seniority. No seniority is earned for substitute service so long as it does not violate Education Code section 45103.**
- 13370 If an employee has an extended break in paid service, the employee's classification seniority shall be adjusted upon the employee's return to paid status according to the following table:**

<b>Period of unpaid status or separation</b>	<b>Adjustment to classification seniority</b>
<b>Less than 12 months</b>	<b>No adjustment</b>
<b>12 months to less than 24 months</b>	<b>1 year is added</b>
<b>24 months to less than 36 months</b>	<b>2 years are added</b>
<b>36 months to 39 months</b>	<b>3 years are added</b>


For AFSCME:


  
 Israel Goins  
 President

  
 Jo Bates  
 Business Agent

Date: 11/5/24

For San José Unified School District:

  
 J. Dominic Bejarano  
 Assistant Superintendent

  
 R. Peter Rittling  
 Attorney

Date: 11/5/2024



TENTATIVE AGREEMENT  
BETWEEN  
SAN JOSÉ UNIFIED SCHOOL DISTRICT  
AND  
AFSCME LOCAL 101

January 24, 2025

**ARTICLE 17000 – HIRING AND PROMOTION**

17100 Definitions

17110 A "vacancy" is an authorized unfilled position with a classification.

17120 A "promotion" is a change in the assignment of an employee from a position in one classification to a vacant authorized position in another classification with a higher salary range.

**17121 A "pathway advancement" is a promotion within an Appendix B subsection (e.g., Student Nutrition to Lead Student Nutrition to Head Student Nutrition to Field Coordinator).**

17200 Posting, Eligibility Requirements, and Interview Lists

**17210 All employees with a current satisfactory evaluation on file with Human Resources who meet the minimum testing, position, and job description requirements are eligible to apply.**

~~17210~~

**17220** Vacancies shall be posted for a minimum period of five (5) working days.

**17230 Human Resources shall determine and compile the interview list for the vacant position along with the hiring manager.**

**17231 All qualified permanent employees shall be placed on the interview list.**

**17232 Whenever possible, interview lists shall have at least five (5) applicants.**

**17233 AFSCME and San José Unified shall discuss any concerns about the length of time any job postings have remained open, and possible next steps, during the monthly Contract Management meeting.**

~~17300 Eligibility Requirements/Open Competitive~~

~~17310 All qualified personnel may apply.~~

~~17320 A current satisfactory evaluation must be on file in the Human Resources Office.~~

~~17330 All unit employees must meet the testing and minimum position and job description requirements to be eligible to make application.~~

~~17400~~

**17300** Testing

~~17410~~

**17310** Testing may be required to meet minimum job description skill requirements.

~~17420~~

**17320** The applicant for testing must receive a passing score of no less than seventy percent (70%).

~~17430~~

**17330** Testing time for promotional positions shall be determined by ~~the~~ Human Resources Office; and when such testing occurs during regular working hours, the employee shall not be penalized for off-duty time required for testing.

~~17440~~

**17340** Initial testing scores shall remain valid unless an employee repeats the general testing to improve previously recorded scores.

~~17500 Eligibility Lists~~

~~17510 The Human Resources Office shall determine and compile the eligibility list for the vacant position and send it to the appropriate supervisor.~~

~~17520 Whenever possible, eligibility lists shall have at least five (5) applicants. All qualified permanent employees shall be placed on the eligibility list.~~

**17400 Selection Criteria**

**17410** Ideal candidates shall possess the qualifications and ability to successfully perform the essential duties and responsibilities provided in the job posting and description.

**17420** San José Unified shall consider the specific knowledge internal candidates have, internal candidates' seniority, and the benefits of internal promotions in encouraging career development, boosting morale, and retaining dedicated, high-quality employees.

~~17600~~

**17500** Job Site Interview Committee

~~17610~~

**17510** AFSCME's list of eligible Committee participants shall be submitted to Human Resources by the bargaining unit and shall specify the department each unit member is eligible to represent.



**17520** For classifications in the first column of an Appendix B subsection as referred to in Section 17121, ~~the~~ Job Site Interview Committee shall be composed of three (3) members. The committee may be expanded to four (4) provided the work of the additional member is directly related to the vacancy. The ~~e~~Committee may be expanded further to five (5) provided a multiple location assignment exists. ~~San José Unified AFSCME~~ shall appoint one (1) member of the Committee from the list of eligible ~~interview e~~Committee participants from the bargaining unit. ~~The list of eligible interview committee participants shall be submitted to Human Resources by the bargaining unit and shall specify the department the unit member is eligible to represent. If an eligible interview committee participant is not available, San José Unified shall select another representative from the list of interview committee participants.~~

**17530** For classifications in which employees may be eligible for pathway advancement, the Job Site Interview Committee shall be composed of five (5) members. AFSCME shall appoint two (2) members of the Committee from the list of eligible Committee participants from the bargaining unit.

**17540** Prior to conducting interviews for a specific position, the members of the Job Site Interview Committee shall meet to discuss the Selection Criteria.

~~17700~~

**17600** Interview and Selection Process

~~17710~~ The interview process will be standardized with respect to:

~~17711~~

**17610** The same questions shall be asked for each interviewee for a specific position.

~~17712~~

**17620** A standard scoring procedure and form shall be used **after all interviews have been completed.** ~~with each question asked at the interview to be rated on a scale of one (1) to five (5) points. The highest ranking is five (5) points.~~

**17621** Based on each interviewee's responses to interview questions and the components of each interviewee's application, each member of the Job Site Interview Committee shall privately rank their top candidates in order of best alignment with the Selection Criteria.

**17622** Each member of the Job Site Interview Committee shall share and discuss the rationale for their rankings.

**17630** Once the Job Site Interview Committee has come to consensus, the top candidate shall be submitted to Human Resources. If the Job Site Interview Committee is unable to reach consensus, the majority shall determine the top candidate.



~~17800 Selection Process~~

~~17810 The cumulative scores for each interviewee shall be forwarded to the Human Resources Office by the hiring manager.~~

~~17820 The Human Resources Office shall add seniority points equivalent to one-half (1/2) point for each twelve (12) months period of employment in San José Unified, or major portion thereof.~~

~~17830 The interviewee who received the highest score which is above seventy percent (70%) of the total possible cumulative score plus seniority points shall be offered the position.~~

~~17840 In the event of a point tie, the applicant with the greater seniority, based upon date of hire in San José Unified shall be offered the position. In the event there is a tie between the outside candidates, the determination of the successful candidate shall be made by San José Unified's Director of Human Resources.~~

~~17850~~

~~17640 San José Unified reserves the right to determine whether an individual shall be hired after checking references for the candidate with the most points.~~

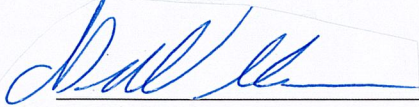
**17650 All rankings and discussions by the Job Site Interview Committee shall remain confidential.**

~~17900~~

**17700 Probation After Promotion**

Employees shall serve a three (3) month probationary period in a promotional position. If an employee fails to complete the probationary period for that promotional position or if an employee elects to return to his/her prior classification before the completion of the probationary period for that promotional position, he/she shall be transferred to the classification from which he/she was promoted.

For AFSCME:



Israel Goins  
President



Jo Bates  
Business Agent

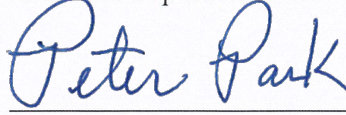
Date:

1/27/2025

For San José Unified School District:



J. Dominic Bejarano  
Assistant Superintendent



Peter Park  
Director, Human Resources

Date:

1/28/25



TENTATIVE AGREEMENT  
BETWEEN  
SAN JOSÉ UNIFIED SCHOOL DISTRICT  
AND  
AFSCME LOCAL 101

October 29, 2024

**ARTICLE 19000 - TRANSPORTATION ASSIGNMENTS**

...

19200 Selection Day

- 19210 All transportation assignments shall be open prior to the start of the school year and shall be determined through the annual selection process.
- 19220 Bus routes and van routes shall be selected no later than seven (7) calendar days prior to the first day of student instruction. This day shall be known as Selection Day. The work calendar for bus drivers and van drivers shall be adjusted to include Selection Day.
- 19221 Individual bus routes and van routes shall be available for review at least three (3) workdays prior to Selection Day. Individual routes shall include the clock-on time, the clock-off time, and the work calendar.
- 19222 Selection of bus routes **and available eleven (11)-month work year assignments** by bus drivers and selection of van routes by van drivers shall be based on seniority within the respective job classifications.
- 19222.1 Ties in seniority shall be broken by lottery.
- 19223 Drivers shall be allowed up to five (5) minutes to make a route selection.
- 19224 A driver unavailable to personally participate in Selection Day may designate a proxy to select a route on their behalf. If a driver designates a proxy to select a route, the driver should state their preference in numerical order and sign the ordered list. The driver must notify their supervisor of the designated proxy.
- 19225 A driver who fails to be available during their time to select a route, does not designate a proxy to select a route, and/or otherwise fails to exercise their selection rights shall have an assignment made for them. The assignment will be made in consultation with management and AFSCME.
- 19226 When a route undergoes a significant change, including clock time changes; adding, changing or deleting a run from a route; and/or other

changes as needed to accommodate the needs of San José Unified, drivers shall accept the changes that occur to their selected route until an opportunity for a different route becomes available.

**19230 The District shall offer a maximum of forty-five (45) eleven (11)-month assignments for bus drivers.**

**19231 Bus drivers shall have the option to elect an eleven (11)-month assignment during Selection Day.**

**19232 Bus drivers shall not have the option to select an eleven (11)-month assignment after Selection Day unless: (a) there is an open 11-month assignment; and (b) they are hired as a bus driver after Selection Day.**

**19233 Bus drivers shall not be permitted to change to a ten (10)-month assignment once they have made the eleven (11)-month assignment selection.**

#### 19300 Bidding Day

19310 All transportation assignments shall reopen no later than the middle of November and shall be determined through the annual bidding process.

19320 Bus routes and van routes shall be selected no later than fourteen (14) calendar days prior to the Thanksgiving Holiday. This day shall be known as Bidding Day. The work calendar for bus drivers and van drivers shall be adjusted to include Bidding Day.

19321 Individual bus routes and van routes shall be available for review at least three (3) workdays prior to Bidding Day. Individual routes shall include the clock-on time, the clock-off time, and the work calendar.

19322 Selection of bus routes by bus drivers and selection of van routes by van drivers shall be based on seniority within the respective job classifications.

19322.1 Ties in seniority shall be broken by lottery.

19323 Drivers shall be allowed up to five (5) minutes to make a route selection.

19324 A driver unavailable to personally participate in Bidding Day may designate a proxy to select a route on their behalf. If a driver designates a proxy to select a route, the driver should state their preference in numerical order and sign the ordered list. The driver must notify their supervisor of the designated proxy.



19325 A driver who fails to be available during their time to select a route, does not designate a proxy to select a route and/or otherwise fails to exercise their selection rights shall have an assignment made for them. The assignment will be made in consultation with management and AFSCME.

19326 When a route undergoes a significant change, including clock time changes; adding, changing or deleting a run from a route; and/or other changes as needed to accommodate the needs of San José Unified, drivers shall accept the changes that occur to their selected route until an opportunity for a different route becomes available.

#### 19400 Open Route

19410 A bus route or van route without an assigned driver shall be known as an Open Route. There shall be no movement to an Open Route prior to October 1 and no movement to an Open Route after May 1 of each school year.

19420 An Open Route shall be available for review for at least three (3) workdays prior to any assignment. An Open Route shall include the clock-on time, the clock-off time, and the work calendar.

19430 Eligible drivers interested in an Open Route must inform their supervisor on the workday immediately following the three (3) review workdays.

19440 An Open Route shall be assigned to the most senior eligible driver.

19441 Ties in seniority shall be broken by lottery.

#### 19500 Extended School Year Days – (ESY)

19510 A bus route or van route for an Extended School Year program shall be known as an ESY Route.

19520 ESY Routes shall be selected no later than seven (7) calendar days prior to the first day of ESY instruction. This day shall be known as ESY Day.

19521 Individual bus routes and van routes shall be available for review at least three (3) workdays prior to ESY Day. Individual routes shall include the clock-on time, the clock-off time, and the work calendar.

19522 Selection of bus routes by bus drivers and selection of van routes by van drivers shall be based on seniority within the respective job classifications. **Eleven (11)-month bus drivers shall have priority in route selection. The remaining routes will be available to ten (10)-month bus drivers after the eleven (11)-month bus drivers have made their selection.**



19522.1 Ties in seniority shall be broken by lottery.

**19523 Eleven (11)-month bus drivers shall maintain the same FTE during ESY as they had during the last day of the preceding school year unless they choose to voluntarily reduce their FTE for ESY to be equivalent with the route hours of their selected ESY route.**

~~19523~~

**19524** Drivers shall be allowed up to five (5) minutes to make a route selection.

~~19524~~

**19525** A driver unavailable to personally participate in ESY Day may designate a proxy to select a route on their behalf. If a driver designates a proxy to select a route, the driver should state their preference in numerical order and sign the ordered list. The driver must notify their supervisor of the designated proxy.


~~19525~~

**19526** A drivers who fails to be available during their time to select a route, does not designate a proxy to select a route and/or otherwise fails to exercise their selection rights shall not be eligible for an ESY Route assignment.

~~19526~~

**19527** A driver accepting an ESY Route shall accept the complete clock time and total days for that route, including any clock time changes; adding, changing or deleting a run from a route; and/or other changes as needed to accommodate the needs of the ESY program.

For AFSCME:



Israel Goins  
President



Jo Bates  
Business Agent

Date: 10/29/24

For San José Unified School District:



J. Dominic Bejarano  
Assistant Superintendent



R. Peter Rittling  
Attorney

Date: 10/29/2024



TENTATIVE AGREEMENT  
BETWEEN  
SAN JOSÉ UNIFIED SCHOOL DISTRICT  
AND  
AFSCME LOCAL 101

October 29, 2024

**ARTICLE 24000 - SAFETY**

- 24100 San José Unified shall provide a place of employment which is safe and healthful for the employees.
- 24110 Employees shall be required to attend training sessions for procedures in working with chlorine, pesticides, and other chemicals where necessary, **as** provided by San José Unified annually. Release time will be provided by San José Unified for attendance at such sessions.
- 24111 Employees initially assigned to positions where the use of such chemicals is required prior to receiving the annual training shall be provided with written procedures for using such chemicals. Employees may be required to demonstrate knowledge of such procedures.
- 24120 Employees who work for more than 30 hours in a 30-day period with pesticides or herbicides that contain organophosphates or carbamates that carry the signal word "Danger" or "Warning" shall be provided with appropriate medical supervision that includes periodic cholinesterase blood tests. Examples of organophosphates are parathion, Guthior, Phosdrin, TEPP, Thimet, Ethion, and Diazinon; examples of carbamates are Lannate, Nudrin, Carzol, Temik and Furadan.
- 24121 Employees in contact with the chemicals designated in Section 24120 for more than 30 hours in a 30-day period shall notify the Supervisor of Maintenance in writing so that appropriate medical supervision can be provided.
- 24200 Each unit employee ~~has personal responsibility~~ **is responsible** for the cleanliness and safety of the employee's workstation. All work shall be performed in a safe manner, including the wearing of appropriate safe attire. Should a unit employee identify a work condition which appears to be unsafe, he/she shall attempt to restore safety if it is within his/her capabilities. Then, the unit employee shall immediately notify his/her supervisor. (**The** Supervisor at the school site is the principal or designee; at the San José Unified District Office, **the** supervisor is the department head or designee.) The condition shall be investigated by qualified personnel and ~~the condition~~ corrected if the Ad Hoc Safety Committee under Section 24300 deems it ~~to be~~ unsafe.
- 24210 School Bus Safety: School bus drivers shall comply with the provisions of the Highway Patrol Handbook 82.7.

24300 The supervisor shall seek the advice of an Ad Hoc Safety Committee composed of two (2) unit employees mutually acceptable to both parties and two (2) representatives of management to review and make recommendations regarding specific complaints under Section 24200 of this Article.


24400 San José Unified shall provide all bargaining unit members with the tools and equipment which are necessary to perform **their assigned jobsduties.** ~~and shall maintain same in good working order.~~


24410 **San José Unified shall provide Safety masks, safety footwear, protective clothing, and/or other personal protective equipment necessary for employees** to perform **their assigned jobsduties.** ~~will be provided to any employee upon request.~~

24420 ~~Safety shoes and safety clothing necessary to perform assigned jobs will be provided to any employee upon request.~~ **Employees shall wear and use the provided personal protective equipment when performing their assigned duties.**

**24430 Employees shall take proper care of tools, equipment, and personal protective equipment.**

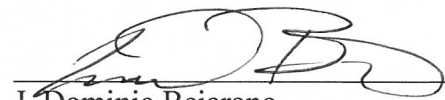
For AFSCME:


  
\_\_\_\_\_  
Israel Goins  
President

  
\_\_\_\_\_  
Jo Bates  
Business Agent

Date: 10/29/24

For San José Unified School District:

  
\_\_\_\_\_  
J. Dominic Bejarano  
Assistant Superintendent

  
\_\_\_\_\_  
R. Peter Rittling  
Attorney

Date: 10/29/2024



TENTATIVE AGREEMENT  
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SAN JOSÉ UNIFIED SCHOOL DISTRICT  
AND  
AFSCME LOCAL 101

November 5, 2024

**ARTICLE 25000 - PAY**


25100 Pay

25110 All employees shall be paid in accordance with Appendix B.

25111 The beginning hourly pay in Appendix B shall be no lower than the state's minimum wage, **as established in section 3300** which is to become \$15.00 per hour during the term of this Agreement, specifically on ~~January 1, 2022~~.

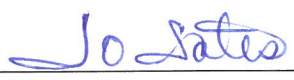
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For AFSCME:



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Israel Goins  
President




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Jo Bates  
Business Agent


Date: 11/5/24

For San José Unified School District:



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J. Dominic Bejarano  
Assistant Superintendent



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R. Peter Rittling  
Attorney

Date: 11/5/2024

TENTATIVE AGREEMENT  
BETWEEN  
SAN JOSÉ UNIFIED SCHOOL DISTRICT  
AND  
AFSCME LOCAL 101

February 28, 2025

**ARTICLE 27000 - SHIFT DIFFERENTIAL**

27100 A monthly shift differential of six percent (6%) shall be paid to employees when **the employee's FTE is 0.75 or greater and** their regular daily assignment meets **either all** of the following conditions.

~~27110 The employee's FTE is 0.75 or greater.~~

~~27120~~

~~27110~~ The employee's regular daily assignment is scheduled to begin between 2:00 PM and 4:00 AM, inclusive.

~~27120~~ **The employee is a Head Custodian whose regular daily schedule may be temporarily adjusted by their supervisor to meet the operational requirements of San José Unified without the notification otherwise required by section 8120.**

27200 The shift differential shall be prorated accordingly for any employee working less than eight (8) hours per day.

27300 An employee receiving differential compensation on the basis of his shift shall not lose such compensation if the employee is temporarily assigned to a shift not entitled to such compensation. The regular rate of pay for all purposes of an employee assigned to a shift which provides differential compensation shall be the differential rate.

27400 The provisions of this article shall not apply to any employee in the transportation classes as shift differential is already accounted for in the employee's hourly pay.

For AFSCME:



Sammy Coppola  
President



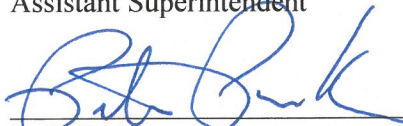
Jo Bates  
Business Agent

Date: March 3, 2025

For San José Unified School District:



J. Dominic Bejarano  
Assistant Superintendent



Peter Park  
Director, Human Resources

Date: March 3, 2025



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

ARTICLE 3000  
TERM OF AGREEMENT

3100 The term of this Agreement is from July 1, ~~2025~~ ~~2022~~ through June 30, ~~2026~~ ~~2025~~. Thereafter, this Agreement shall continue in effect year to year unless one of the parties notifies the other in writing, no earlier than September 1 or no later than March 1, immediately preceding the expiration date, of its request to modify, amend, or terminate specific sections of this Agreement. Upon receipt from the parties of a request to modify, amend, or terminate specific sections of this Agreement, the other party shall have ten (10) calendar days to respond, pursuant to the provisions of Article 4000.

**3110 Upon receipt of the foregoing request, and consistent with section 4110, the parties agree the scope of successor negotiations will be limited to Articles 3000 (Term of Agreement), 36000 Salary (including Appendices A through D) and up to six (6) additional articles selected by the Association.**

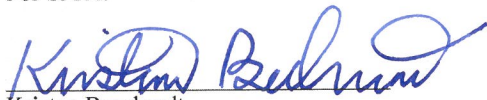
3200 During the term of this Agreement, the Association agrees that the District shall not be obligated to meet and negotiate with regard to any subject or matter whether or not referred to or covered in this Agreement, except as otherwise specified herein.

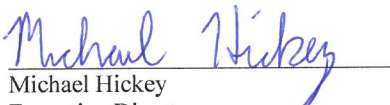
3210 At the request of either party, any section of this Agreement affected by statutory enactment, a final court decision, or by a State or Federal regulation during the term of the Agreement shall be reopened for negotiations over negotiable matters.

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

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


For SJTA:

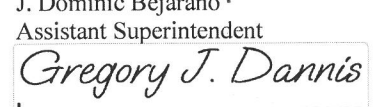
  
Kristen Bernhardt  
Bargaining Chair

  
Michael Hickey  
Executive Director

Date: May 12, 2025

For SJUSD:

  
J. Dominic Bejarano  
Assistant Superintendent

  
box SIGN 4Q5ZPK8Z-18556KRP  
Gregory J. Dannis  
Legal Counsel

Date: May 12, 2025



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

ARTICLE 5000  
ASSOCIATION RIGHTS

...

5400 Association Leave

**5410 The Association President shall be granted full leave of absence without loss of salary, benefits or service credit. The cost of this leave shall be accounted for according to other provisions of this Agreement related to employee compensation.**

**5411 Any other employee who is an elected or appointed officer of the Association shall also, upon application by the Association to the Superintendent, be granted full or partial leave of absence without loss of ~~compensation~~ salary, benefits or service credit, but ~~the~~ Association shall reimburse the District the ~~full~~ cost of the employee's compensation. (Education Code Section 44987).**

**5420 An elected or appointed Association officer on full-time leave of absence shall have a Right of Return ~~under Article 11800~~ to their previous job classification at the conclusion of the leave.**

**5421 The Association President shall have a Right of Return to their previous work location (or primary work location) in addition to their previous job classification.**

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

**5440 Upon the request of the Association, the District shall release Association members for a combined total not to exceed ninety (90) days during the term of a three-year Agreement, to be prorated if the term is less than three (3) years, for the purpose of preparing for negotiations. The Association shall notify the District five (5) work days in advance of the request for release time. The District shall pay the cost of the substitute.**

**5441** The parties may mutually agree in writing, upon examining the surrounding circumstances, that additional release days for the purpose of preparing for negotiations would be reasonable.

**5500** Employee Lists

**The District shall electronically deliver the following bargaining unit member information to the Association President in digital format after payroll is run each month:**

- 1) Name**
- 2) Home address**
- 3) Work phone number**
- 4) Home phone number (if provided by employee)**
- 5) Cell phone number (if provided by employee)**
- 6) Personal (non-district) email addresses**
- 7) Work location**
- 8) Job classification**
- 9) Hired Date**
- 10) Service Date**
- 11) Full-Time Equivalent (FTE)**
- 12) Personnel Status (i.e., Probationary, Permanent, Temporary, etc.)**

The Association agrees that such information will be treated in a confidential manner. *[from end of 5500]* **If a bargaining unit member requests that personal information not be shared with the Association, the District shall provide the bargaining unit member's professional information required under Government Code Section 3558.**

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

**5600** Information to be Provided to the Exclusive Organization

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

**5700** Association Days

**5710** A maximum of two Wednesdays per month shall be designated Association Days. The Association shall provide ~~San José Unified~~ **the District** with a calendar of Association Days by January 31 of each preceding school year.

**5711** Back to School Night per section 20620 cannot be designated Association Days.

**5720** Other days in the work year may be designated Association Days at any time with the approval of the Superintendent.

**5730** On designated Association Days, Association events, meetings, and activities that occur after the end of the student day shall take precedence over all other ~~San José Unified~~ **District** events, meetings, and activities where there is a conflict of time for the personnel involved.

5800 Employee Representatives' Participation in Administrative Meetings

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


For SJTA:


  
Kristen Bernhardt  
Bargaining Chair

  
Michael Hickey  
Executive Director

Date: May 9, 2025

For SJUSD:

  
J. Dominic Bejarano  
Assistant Superintendent

  
Gregory J. Dannis  
Legal Counsel

Date: May 9, 2025

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

ARTICLE 9000  
PROFESSIONAL WORKDAY AND RESPONSIBILITIES

The parties recognize the principle of an eight (8) hour workday and a forty (40) hour week for full-time employees during the regular school year. Consequently, the compensated professional workday extends beyond the limits of student contact time. Some of a teacher's professional responsibilities are scheduled by the District, including student contact time and mandatory meetings. Other professional responsibilities, including planning lessons and communicating with parents, are scheduled by the employee. The parties understand that teachers regularly attend to professional responsibilities and undertake professional development on and off campus, before and after school, at night, on weekends, and outside the school year.

9100 Unless otherwise specified in this Agreement or otherwise specified in a Site Flexibility Agreement approved under Article 38000, the professional workday and professional responsibilities for bargaining unit members shall be composed of the following activities, none of which shall infringe on the employee's thirty (30) minute, duty free lunch.

9110 Instructional Time

9111 **Bargaining unit member** instructional time with students shall total 50,400 minutes per 180-day school year, approximately 280 minutes per full school day and 1,400 minutes per full school week.

9120 Professional Time

9121 Professional time shall be the time in addition to instructional time necessary to fulfill professional responsibilities.

9122 Unless otherwise allocated by this Article, professional time shall be directed and scheduled by the teacher.

9123 Professional time shall be used for the following professional responsibilities:

- a. Tutoring and advising one's assigned students
- b. Conferencing with parents of one's assigned students
- c. Personal contact with parents of one's assigned students
- d. Faculty-requested inservice training
- e. Faculty-initiated curriculum development
- f. Classroom preparation and evaluation of one's assigned students
- g. Team planning for one's assigned students
- h. Record keeping for one's assigned students, including attendance, grades, and assessment results
- i. Other professional duties as determined by the teacher

9124 Time during the school day when a teacher is not scheduled to provide or is released from student instruction shall be professional time.

9125 Up to eight (8) hours of district directed professional time may be required each school year. Such time shall be compensated at the Hourly Rate in Appendix C. The verification of this time shall be the same as for similar extra-duty assignments.

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

9130 Supervisory Duties

9131 Elementary employees may be required to perform up to a maximum of thirty hours (30) of supervisory duties per year. Recess supervision ~~would be~~ is a typical example of ~~such~~ **supervisory** duty. Lunch supervision, if required, shall not infringe on the employee's thirty (30) minute duty free lunch period. ~~Such duties shall be made available to employees in an equitable manner.~~ **Site administrators shall collaborate with employees to create a supervision schedule that supports a safe school environment, distributes duties fairly, and, when possible, uses fewer than the maximum number of supervision hours.**

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

9133 Infant & Toddler Program teachers shall not have supervisory duties beyond their required student contact time.

9134 The supervisory duties that may be required under 9131 and 9132 apply only to the supervision of students enrolled at the employee's site and/or enrolled in the employee's program.

9140 Reporting Time

9141 A teacher shall not be required to report for duty more than thirty (30) minutes prior to the start of school.

9142 Principals at schools with early start times shall, when feasible, accommodate teachers' requests to report for duty less than the thirty (30) minutes prior to the start of school in order for them to meet childcare obligations.

9150 Regular Site and District Meetings – All Employees

9151 No employee shall be required to attend more than thirty (30) hours per year of unpaid site level and/or district level meetings. **Such meetings may include trainings and staff, course-alike, grade-level, cross-grade-level, and department meetings.** Meetings for which the employee is compensated shall not be considered as part of the thirty (30) hour per year total. Employees are expected to be present at meetings for which they are compensated; however, attendance shall be at the discretion of the employee.

**9152** No more than eighteen (18) hours will be required in any one semester.

**9153** Travel time related to meetings shall be considered as part of the thirty (30) hour total only when the meeting is held outside district boundaries.

**9154** Attendance at additional meetings over thirty (30) hours per year or eighteen (18) hours per semester is at the discretion of the employee.

**9154.1** Employees electing to attend additional meetings at which their attendance has been requested shall be compensated by the District at the rate specified in Appendix C.

**9154.2** Compensation for such additional meetings is subject to the same verification requirements applicable to any other compensation and shall occur only when the

employee can demonstrate prior attendance at either thirty (30) hours of meetings for the school year or eighteen (18) hours for the semester.

9160 State and/or Federally Mandated Meetings – All Employees

9161 Employees shall attend State and/or Federally mandated meetings to ensure District compliance. These meetings include, but are not limited to, IEPs 504s, SSTs, and accreditation.

**9161.1 State and/or Federally mandated meetings that occur after the instructional day shall be scheduled as close to the end of the instructional day as is feasible.**

9162 General Education Employees Only

9162.1 General education employees shall attend up to fifteen (15) hours per school year of unpaid State and/or Federally mandated meetings. This amount is not to be considered part of the thirty (30) hours per school year of unpaid site level and/or district level meetings.

9162.2 Travel time related to State and/or Federally mandated meetings shall be considered as part of the fifteen (15) hours total only when the meeting is held outside District boundaries.

9162.3 The District shall make every effort to equitably distribute employee responsibilities to maintain compliance while not exceeding the fifteen (15) hour per school year of State and/or Federally mandated meetings. This includes, but is not limited to, exploring options such as rotating meeting attendance among the general education staff and providing for coverage of the general education employee's classroom.

9162.4 General education employees required to attend State and/or Federally mandated meetings beyond the fifteen (15) hours per school year shall be compensated by the District at the rate specified in Appendix C.

9162.5 Compensation for such additional meetings is subject to the same verification requirements applicable to any other compensation and shall occur only when the employee can demonstrate prior attendance at fifteen (15) hours of State and/or Federally mandated meetings.

9163 Special Education Employees Only

9163.1 Special education employees shall attend up to fifty-six (56) hours per school year of unpaid State and/or Federally mandated meetings. This amount is not to be considered part of the thirty (30) hours per school year of unpaid site level and/or district level meetings.

9163.2 Travel time related to State and/or Federally mandated meetings shall be considered as part of the fifty-six (56) hour total only when the meeting is held outside District boundaries.

9163.3 The District shall make every effort to maintain compliance while not exceeding the fifty-six (56) hours per school year of State and/or Federally mandated meetings. This includes, but is not limited to, providing for coverage of the special education employee's classroom. Special education employees shall make every effort to maintain compliance and to schedule meetings during their non-student contact time.

9163.4 Special education employees required to attend State and/or Federally mandated meetings beyond the fifty-six (56) hours per school year shall be compensated by the District at the rate specified in Appendix C.

9163.5 Compensation for such additional meetings is subject to the same verification requirements applicable to any other compensation and shall occur only when the employee can demonstrate prior attendance at fifty-six (56) hours of State and/or Federally mandated meetings.

9170 Asynchronous Online Training

9171 In addition to the other site- and district-directed activities required in this Article, bargaining unit members may be required to complete up to eight (8) hours of district-directed asynchronous online training each year without additional compensation.

9172 Bargaining unit members shall determine when and where they complete this training, but the District may establish a deadline **no earlier than August 31** for its completion. ~~This deadline may be August 31 when the training is assigned on or before July 15.~~ For any training assigned after July 15, a bargaining unit member shall **also** have at least fifteen (15) workdays to complete each hour of training.

9173 **The Association President or designee shall review any content changes made to asynchronous training with Human Resources to ensure the training remains within the agreed upon eight (8) hours.**

9174 Disputes about the time required to complete an asynchronous online training assignment shall be referred to CAC.

9200 Assignments

9210 Elementary School Assignments

9211 Elementary teacher assignments within the school shall be the responsibility of the site principal.

9212 The principal shall attempt to assign teachers in accordance with the teachers' preferences.

9220 Secondary School Assignments

9221 Secondary teacher assignments within the school shall be the responsibility of the site principal.

9222 When determining assignments within the school, secondary principals shall consider training, credentials, experience, recommendations of departments, and preferences of teachers. In case of a conflict within a department, the principal or designee shall resolve the conflict.

9223 A principal must consider all other assignment combinations within the limitations of training, credentials, and experience before requiring an employee to involuntarily teach in two or more departments.

9224 Secondary principals shall attempt to keep course preparations to a maximum of three (3) per day. **Any additional course preparations shall only be assigned if there is no other option to building a master schedule or if an affected employee and the site administrator mutually agree to go above the course preparation maximum.**

9225 The traditional secondary school schedule ~~consists of shall be~~ six (6) classes of equal length each day, with each 1.0 FTE teacher meeting with five (5) classes and having one (1) preparation period, **and may include block schedules in which three (3) classes meet every other day during shortened student days.** ~~Individual teachers may adopt a different schedule by written agreement with the principal.~~ The entire school may adopt a different schedule by

following either the process described in Article 21000 (School Restructuring) or Article 38000 (Site Flexibility Agreements).

**9225.1 Bargaining unit member instructional time with students under a non-traditional secondary school schedule created pursuant to Article 21000 or Article 38000 may include tutorial, advisory, homeroom, and/or other periods in which teachers work with students on personal and/or academic goals.**

9230 FTE Extra Duty Assignments

9231 A full-time equivalent (FTE) extra duty assignment occurs when an employee voluntarily agrees to exceed the instructional time, class size, and/or caseload maximums defined in this Agreement. A standard full-time assignment is defined to be 1.0 FTE, and extra duty FTE assignments are referred to as decimal fractions of a full-time assignment. For example, 1.2 FTE would be an assignment that exceeds a contractual maximum by 20 percent.

9231.1 CAC shall determine what constitutes an extra-duty FTE when a school adopts a non-standard schedule.

9231.2 Disputes about the appropriate FTE fraction for an assignment shall be referred to CAC.

9232 An employee may be offered an assignment that would result in receiving more than 1.0 FTE only when the assignment has been offered to qualified employees who are less than 1.0 FTE and the extra-duty assignment corresponds to an approved job description.

9233 Employees with an extra-duty FTE assignment shall not have increased meeting hour obligations or supervisory duties.

9234 Employees with an extra-duty FTE assignment shall accumulate and be charged sick leave as if they were 1.0 FTE employees. **The use of Leaves of Absence With Compensation pursuant to section 11100 shall not reduce the employee's extra-duty compensation except leave pursuant to section 11160 (Military Absence).**

**9235** No assignment may be offered or accepted if it would result in an employee receiving more than 1.2 FTE, except in exigent circumstances and by the mutual agreement of the parties.

9240 Teaching Assignments Requiring Daily Travel Between Sites

9241 This Section applies to all teachers whose regular assignment requires direct and daily instruction of students and which requires travel between two (2) or more non-adjacent schools on a daily basis, hereafter referred to as "Traveling Teachers."

9242 Teachers will be required to travel as described in section 9241 only when such assignment is the only practical means by which to meet the educational needs of students.

9243 Traveling Teachers will be compensated monthly for mileage at the District-approved rate, as provided in Article 29000. Traveling Teachers are responsible for completing and submitting mileage forms.

9244 Mileage reimbursement as provided herein shall not apply to Traveling Teachers who accept extended duty assignments.

9245 The provisions of Section 9100, including all subsections, shall apply to Traveling Teachers in the same manner as for all employees.

9246 A Traveling Teacher's aggregate obligations to provide supervision and attend meetings shall not exceed the maximums established by Section 9130, Section 9150, and Article 20000.

The relevant site administrators and the Traveling Teacher shall collectively develop a plan to allocate the Traveling Teacher's supervision and meeting time. If an agreement cannot be reached, the matter will be referred to CAC.

9250 Teaching Assignments Requiring Daily Travel Between Classrooms

9251 This Section applies to all teachers whose regular assignment requires direct and daily instruction of students and which requires travel to more than one (1) classroom at a single site, hereafter referred to as "Site Itinerant Teachers."

9252 The District and site administration shall attempt to minimize the number of Site Itinerant Teachers and the number of classrooms between or among which any individual Site itinerant Teacher must travel.

9260 Notification of Assignments

9261 Notice of assignment for the following year shall be given to all bargaining unit members by the end of the current school year whenever possible. If changes are necessary at a later time, the affected persons shall be notified as soon as possible.

9270 Part-Time Assignments

9271 The subsequent sections shall apply to employees working less than a 1.0 FTE for any reason.

9272 Supervisory Duties

9272.1 Elementary employees may be required to perform up to a maximum of their FTE status times thirty (30) hours per year of the supervisory duties specified in Section 9131.

Examples:

- 0.8 FTE = 24 hours per year (0.8 times 30)
- 0.5 FTE = 15 hours per year (0.5 times 30)
- 0.2 FTE = 6 hours per year (0.2 times 30)

9272.2 Secondary employees may be required to perform up to a maximum of their FTE status times eight (8) hours per year, rounded to the nearest half hour, of the supervisory duties specified in section 9132.

Examples:

- 0.8 FTE = 6.5 hours per year (0.8 times 8 and rounded up to the nearest half hour)
- 0.5 FTE = 4 hours per year (0.5 times 8)
- 0.2 FTE = 1.5 hours per year (0.2 times 8 and rounded down to the nearest half hour)

9273 Meeting Hours

9273.1 All employees, regardless of FTE status, may be required to attend the total number of meeting hours as specified in Section 9150 and its subsections.

9273.2 All employees, regardless of FTE status, shall attend State and /or Federally Mandated Meetings as specified in Section 9160 and its subsections.

9273.3 Except as indicated in Section 9273.4, employees shall not be required to attend meetings on days that are not part of their work year.

9273.4 All employees, regardless of FTE status, shall attend Back to School Night and Open House as part of the employees' professional responsibilities.

9274 Inservice and Staff Development

9274.1 Employees who are less than a 1.0 FTE because their work years are shorter than that specified in Article 20000 shall attend all of the inservice and staff development days that occur during their work years, but they shall not be required to attend inservice and staff development days that occur outside of their work years.

9274.2 Employees who are less than a 1.0 FTE because their work days are shorter than that specified in Article 9000 shall attend the fraction of each inservice and staff development day equal to the fraction of their FTE status. Administrators, with at least one (1) month of notice, may require such employees to attend a larger fraction of an inservice or staff development day by designating the additional time a required meeting under section 9150.

9275 Scheduling

**9275.1 Administrators shall attempt to schedule the workdays of secondary employees who are less than a 1.0 FTE with contiguous instructional minutes. If scheduling an employee who is less than a 1.0 FTE with non-contiguous instructional minutes is necessary to create a master schedule, the principal shall consult with the employee regarding potential scheduling options.**

9300 Department Chairs, and Lead Teachers, and School Support Stipends

9310 Secondary Department Chairs

9311 Each middle school shall normally be organized into departments. Up to eight (8) department chairs at each comprehensive middle school site shall receive the Department Chair Stipend in Appendix D each year.

9312 Each high school shall normally be organized into departments. Up to nine (9) department chairs at each comprehensive high school site shall receive the Department Chair Stipend in Appendix D each year.

9313 Each department shall nominate a chair **annually**, subject to the approval of and removal by the site principal. Serving as a department chair shall be voluntary.

9314 The principal shall define the duties of a department chair.

**9315 The principal shall, in consultation with the department chairs, develop the meeting calendar for the school year pursuant to section 9150.**

9320 Elementary Lead Teachers and School Support Stipends

9321 Elementary school principals may designate, in consultation with the school staff, and define the duties of lead teachers on their school sites. Serving as a lead teacher shall be voluntary.

9322 Up to six (6) lead teachers at each elementary **and K-8** site shall receive the Lead Teacher Stipend in Appendix D each year **in compensation for their work as members of the leadership team.**

**9323 Up to five (5) School Support Stipends shall be allocated to each elementary and K-8 site as listed in Appendix D each year.**

**9323.1 Each elementary and K-8 site shall receive a base allocation of two (2) School Support Stipends.**

9323.2 Each elementary or K-8 site with more than 500 students shall receive one (1) additional stipend.

9323.3 Each elementary or K-8 site with an unduplicated percentage greater than or equal to forty percent (40%) and less than fifty-five percent (55%) shall receive one (1) additional stipend. Each elementary or K-8 site with an unduplicated percentage greater than or equal to fifty-five percent (55%) shall receive two (2) additional stipends. The unduplicated percentage shall be awarded based upon the percentage of Census Day enrollment comprised of foster youth, English Learners, and low-income students at that site during the previous school year.

9324 Elementary school principals shall, in consultation with the school staff, develop a plan to allocate the School Support Stipends. The School Support Stipend shall be paid for student-facing responsibilities.

9325 Elementary school principals shall, in consultation with the lead teachers, develop the meeting calendar for the school year pursuant to section 9150.

9326 The use of School Support Stipends shall be reviewed annually by the Salary Formula Review Committee.

9400 Employees as Substitutes

9410 The principal and staff at each school site shall collaboratively develop an on-site substitute coverage protocol. The protocol shall be shared with the Director of Human Resources by August 31 each year.

9411 The protocol shall detail how substitute coverage assignments shall be made among eligible personnel at the site, including classroom personnel, non-classroom personnel, and administrators, whenever Human Resources is unable to provide a qualified substitute for a class. **The protocol shall rotate requests to substitute among eligible personnel in a way that minimizes how often any individual classroom teachers may be required to substitute during their professional time.**

9412 Volunteers shall be requested and placed before other bargaining unit members are required to substitute.

9420 Classroom Teachers

9421 When a teacher provides substitute coverage for a class during their professional time, the teacher shall be paid for the time spent providing coverage in accordance with section 3 of Appendix C.

9422 When a teacher accepts students from another class because a substitute is unavailable, the teacher shall be paid in accordance with section 3 of Appendix C. If applicable, this rate shall be divided among the number of teachers who accept students from the class without a substitute.

9430 Site Specialized Personnel

9431 Section 9430 and subsections shall apply to Site Specialized Personnel, as defined in Article 27000.

9432 Site Specialized Personnel shall not be required to serve as substitutes at a site other than the one(s) to which they are normally assigned.

9433 Site Specialized Personnel shall not be required to substitute for more than twenty (20) partial instructional days per year. A partial day shall not exceed three (3) hours, and a full

instructional day shall count as two (2) partial days. Site Specialized Personnel may volunteer to substitute beyond these limits.

9434 When Site Specialized Personnel provide the entirety of their required direct services to students in addition to serving as a substitute, they shall be paid for the time spent providing substitute coverage in accordance with section 3 of Appendix C.

9435 Site Specialized Personnel who serve as substitutes and who receive preapproval from their supervisor to make-up their regular work shall be paid in accordance with section 2 of Appendix C.

9436 Site Specialized Personnel may volunteer to substitute during an extended day period (e.g., Zero Period), which shall always be paid in accordance with section 3 of Appendix C.

9437 Site Specialized Personnel serving as a substitute shall be limited to one payment per section 9434 or per section 9435, not both, per instructional day.

9440 District Specialized Personnel

9441 Section 9440 and subsections shall apply to District Specialized Personnel, as defined in Article 27000.

9442 District Specialized Personnel serving as substitutes shall be assigned to the school level, elementary or secondary, consistent with their prior teaching experience or their expressed preference when possible.

9443 District Specialized Personnel shall not be required to substitute for more than ten (10) full instructional days per year. When the substitute assignment does not exceed (3) hours, it shall count as a partial instructional day, and two (2) partial instructional days shall count as a full instructional day. District Specialized Personnel may volunteer to substitute beyond these limits.

9444 District Specialized Personnel who serve as substitutes for ten (10) full instructional days per year shall receive one (1) Relocation Stipend listed in Appendix D.

9445 District Specialized Personnel who serve as substitutes and who receive preapproval from their supervisor to make-up their regular work shall be paid in accordance with section 2 of Appendix C.

9450 Disputes about payments for a bargaining unit member serving as a substitute shall be referred to CAC.

9500 Conferencing and Grading

9510 Elementary

9511 The fall conferencing period shall consist of ~~ten (10)~~ **the final two (2)** consecutive instructional days **weeks of October**, ~~including the four days in the week that includes the Veterans Day observance, the three instructional days preceding this week, and the three instructional days following this week.~~ The spring conferencing period shall consist of ~~the~~ ten (10) consecutive instructional days, beginning the second week after the winter recess.

9512 During both conferencing periods, the only responsibilities for unit members conducting conferences, beyond those necessary for the delivery of classroom instruction, shall be the preparation of report cards and the conferences themselves. The only exception to the preceding shall be for state or federally required responsibilities (e.g., IEPs and 504s) that must be completed during the conferencing period.

9513 During the fall conferencing period, the teacher of record shall schedule a conference with the parent(s) of each student. When a parent fails to attend a scheduled conference, the teacher of record shall reschedule. When a parent fails to attend a rescheduled conference, the teacher of record shall inform the principal.

9514 During the spring conferencing period, the teacher of record shall schedule a conference with the parent(s) of a student when that student is not meeting grade-level standards, when the teacher and/or site administrator determine on an individual student basis there is a need, or when a parent requests a conference. When a parent fails to attend a scheduled conference, the teacher of record shall inform the principal.

9515 When a meeting with the parent(s) occurs within two weeks of a conferencing period and the report card is ready at this meeting, this shall satisfy the conference requirement for that student.

9516 When mutually agreed to by the teacher of record and the parent(s), a conference may be conducted in a manner other than the face-to-face meeting.

9520 Secondary

**9521 Secondary teachers shall be given ten (10) minutes during each course-alike and department meetings to sync grades.**

**9522 The committee that annually reviews the District's uniform grading system may make recommendations to the Superintendent regarding the District's learning management system.**

9523 When it becomes evident to a teacher that a student is in imminent danger of failing a course, the teacher shall notify the parents in writing, and will conference with the parents, if they request a meeting. The teacher will not be held responsible if the parents fail to respond to the written notice or follow through on the warning. The parents' failure to participate or follow through will not preclude failing the student at the end of the grading period. (Ed Code 49067.a)

9524 Parent-teacher conferences may be conducted by phone or video conference with the consent of the teacher and approval of the principal.

9525 If a grade of D or F is reported on the second progress report in a semester, a teacher shall not be required to provide subsequent written notice of failure.

9526 If a grade of C or higher is reported on the second progress report in a semester and it thereafter becomes evident that a student is in imminent danger of failing a course, a teacher shall provide written notice through a means established and paid for by the district. This written notice shall be provided no later than fifteen (15) school days prior to the end of the semester.

9527 The last calendar week of each semester shall be designated the end of semester period.

9528 During both end of semester periods the only responsibilities, beyond those necessary for classroom instruction, shall be the preparation and administration of summative assessments and the completion of final grades. The only exceptions to the preceding shall be for state or federally required responsibilities (e.g., IEPs and 504s) that must be completed during the end of semester period, for meetings connected to evaluation cycles that conclude during the end of semester period, and the supervision of non-instructional end-of-year student events.

9600 Elementary Specialists

9610 Elementary Specialists are bargaining unit members who generally provide single-subject instruction during an elementary classroom teacher's professional time. **For the term of this Agreement, Elementary Specialists funded through the Arts and Music in Schools Funding Guarantee and Accountability Act ("AMS Elementary Specialists") provide arts and/or music instruction during an elementary classroom teacher's instructional time. This section shall expire June 30, 2028 and be superseded by any new agreement on this section approved and ratified by the parties on or before March 1, 2028. In the absence of such new agreement, this section shall remain in effect until superseded through negotiations.**

9611 Adapted PE Teachers are not Elementary Specialists but are instead Special Education Personnel, whose working conditions are defined in Article 35000.

9620 Elementary Specialists are entitled to all the provisions of section 14140 and its subsections at each site to which they are assigned.

**9621 Elementary Specialists shall have an individually equipped workspace, which is sufficient to carry out the employee's required tasks and includes secure storage for the employee's instructional equipment necessary for their specialty tasks and personal effects.**

**9622 Each elementary school shall, in consultation with its assigned Elementary PE Specialist(s), develop rainy day protocols for PE.**

**9622.1 The school shall generally provide a dedicated space for rainy day PE activities.**

**9622.2 Rainy day PE activities shall occur in regular classrooms only when there is no other reasonable alternative.**

9630 During District-wide professional development, the District shall make every effort to provide professional development relevant to Elementary Specialists.

9640 **For the term of this Agreement, when an Elementary Specialist other than an AMS Elementary Specialist is absent from work, the District shall be responsible for providing a qualified substitute. When the District is unable to provide a substitute, the school shall follow its emergency substitute protocol. When classroom teachers who were scheduled to be released by an Elementary Specialist other than an AMS Elementary Specialist are required to provide excess instructional minutes to their own classes, they shall be paid for such service as a substitute. This section shall expire June 30, 2028 and be superseded by any new agreement on this section approved and ratified by the parties on or before March 1, 2028. In the absence of such new agreement, this section shall remain in effect until superseded through negotiations.**

9650 ~~The District shall employ at least Up to one (1) Elementary Specialist as an instructional coach and coordinator in each of the Elementary Specialist areas shall receive the Lead Teacher Stipend in Appendix D each year.~~

~~9651 This coordinators may be full-time or part-time in that roles.~~

9652

**9651 The coordinators, The responsibilities of Elementary Specialists who receive the Lead Teacher Stipend under the direction of a supervising administrator, shall be responsible for may include developing the schedule of Elementary Specialist assignments each year, helping schools develop their PE release instructional schedules, helping schools develop substitute contingency plans, and providing training and support to Elementary Specialists.**

~~9710 Kindergarten teachers, excluding Transitional Kindergarten teachers, shall have up to three (3) days of substitute time during the 2022-2023 school year for the purpose of administering one-on-one or small-group assessments. Substitute time shall not be available in any month in which the District and the Association jointly determine a substitute shortage exists.~~

~~9720 — Kindergarten teachers shall submit the proposed dates that the services of a substitute are requested to the principal or designee upon request.~~

~~9730 — Section 9700 and its subsections shall expire at the end of the 2022-2023 school year with the implementation of section 13111 and the provision for annual minimum weekly average of fifty (50) contiguous minutes of professional time during the student attendance day.~~

...

ARTICLE 20000  
WORK YEAR

...

20400 Work Year Calendar

20410 One (1) inservice day shall be the day immediately preceding the first day of student instruction.

20420 Two (2) staff development days shall be the days immediately preceding the inservice day specified in section 20410.

**20430 The district shall attempt to minimize the scheduling of meetings outside of the instructional day on national election days. This does not include state or federally required responsibilities (e.g., IEPs and 504s) that must be completed.**

20500 Shortened Student Days

20510 There shall be ~~eight (8)~~ **nine (9)** shortened student days at each comprehensive school. On a shortened student day, the instructional day shall end one hundred twenty (120) minutes earlier than a normal instructional day.

20520 At comprehensive elementary schools, ~~four (4)~~ **five (5)** of the shortened student days shall occur ~~on the last five (5) days of the fall conferencing period~~ **the instructional days during the week in which Veterans Day is observed** and two (2) of the days shall occur ~~on the last two (2) days of the spring conferencing period a consecutive Thursday and Friday in March.~~ **The early student release time on these days shall be used to support conferencing with parents. At comprehensive elementary schools, the last instructional day in each semester shall also be a shortened student day. The early student release time on these days shall be used for employee-directed activities.**

20530 At comprehensive secondary schools, the last ~~four (4)~~ **five (5)** instructional days of ~~each the first semester and the last four (4) instructional days of the second semester~~ shall be shortened student days. The early student release time on these days shall be used to support the preparation of final semester grades and other employee-directed activities.

20540 Alternative schools may establish shortened student days through an approved Site Flexibility Agreement per Article 38000.

20550 In addition to the shortened student days described above, for the first two (2) instructional weeks of the school year all Transitional Kindergarten (TK) and Kindergarten (K) students shall utilize shortened student days. The first shortened student day for TK and K shall be the first instructional day of the year, and the last shall be the second instructional Friday of the school year, for a total of no more than (10) instructional days.

20551 When any TK or K students cannot be safely released at the early dismissal time, the TK and K teachers shall be responsible for and shall arrange for the appropriate supervision of their

students until the end of the regular school day. The site principal or designee shall approve the supervision of said students.

20552 Except for fulfilling the requirements of section 20551, the early dismissal shall reduce the student instructional minutes required of TK and K teachers under Article 9000. The time shall not be banked or added to other instructional days.

20600 Back to School Night and Open House

20610 Attendance at Back to School Night and Open House is required as part of the employee's professional responsibilities. The first hour of these events shall count as part of the meeting hour requirement in section 9150. The remaining time for these events shall not count as part of the meeting hour or supervision hour requirements in this Agreement.

20620 Back to School Night shall be during the week immediately preceding the Labor Day holiday.

20621 Back to School Night at elementary schools shall be on Tuesday.

20622 Back to School Night at middle schools shall be on Wednesday.

20623 Back to School Night at high schools shall be on Thursday.

20624 Schools desiring to hold Back to School Night on a different date may do so only through an approved Site Flexibility Agreement per Article 38000.

20630 The dates of Open House at each school shall be announced before the first day of student instruction.

...

For SJTA:



Kristen Bernhardt  
Bargaining Chair



Michael Hickey  
Executive Director

Date: 5/9/25

For SJUSD:



J. Dominic Bejarano  
Assistant Superintendent



Gregory J. Dannis  
Legal Counsel

Date: MAY 9, 2025



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

ARTICLE 35000  
SPECIAL EDUCATION PERSONNEL

35100 Resource Specialist Program (RSP) Employees

**35110 The primary responsibilities of RSP employees shall be: (1) providing IEP services consistent with a special education credential; (2) providing case management for students receiving RSP services including developing IEPs, facilitating IEP meetings, and ensuring IEP compliance; (3) coordinating Instructional Associates' planning and delivery of instruction; and (4) collaborating with general education teachers regarding the implementation of accommodations.**

~~35110 A 1.0 FTE assignment as an RSP employee shall have a maximum caseload of twenty-eight (28) students at any time. A fractional FTE assignment as an RSP employee shall have a maximum caseload prorated by the FTE fraction and then rounded to the nearest whole number. An RSP employee may voluntarily accept an extra-duty FTE assignment. [moved to 35210 and 35310]~~

~~35111 The Elementary RSP employee's professional workday is defined in Article 9000. Screening and diagnostic testing formative assessments, and observations shall be included in the employee's instructional time. [from the current 35210]~~

**35112 RSP employees shall not be required to conduct standardized academic assessments for the purposes of determining special education eligibility (e.g., WIAT-IV). RSP Teachers may be offered voluntary extra duty to conduct standardized academic assessments.**

**35113 RSP employees shall not be responsible for writing, managing, and/or implementing behavior support/intervention plans for students not on their caseloads. An RSP employee shall not be required to interrupt and/or cease services with their scheduled group of students, nor be redirected from their professional time, to address behavior concerns for a student not receiving services at that time.**

**35114 RSP employees shall not be responsible for writing, managing, and/or implementing 504 plans and shall not be required to provide 504 services or accommodations.**

~~35115 Upon request, The District shall provide reasonable support related to the initial assessment process to elementary RSP employees when such support is requested in order to fulfill the employee's professional responsibilities, whose total number of initial IEPs at their Dual Coverage or Primary school sites exceeds fifteen (15) during a school year. [from the current 35250] The Special Education Director or designee shall collaboratively work with the affected employee(s) and shall attempt to develop and agree upon support options.~~

**35120 Each full-time RSP employee shall have the equivalent of a six-hour instructional associate. Whenever possible, a single associate will be assigned to fulfill the requirement.**

**35121 RSP employees in independent study programs per Article 22000 shall not have an instructional associate.**

~~35130~~ The parties may during the term of this Agreement mutually agree to meet and confer over RSP caseloads, workloads, student weighting, and other factors. The process may result in Memorandum of Understanding.

35200 Resource Specialist Program (RSP) Elementary Employees

~~35210~~ The Elementary RSP employee professional workday is defined in Article 9000. Screening and diagnostic testing shall be included in the employee's instructional time. *[moved to 35111]*

**35210** During the 2025-26 school year, a 1.0 FTE assignment as an elementary RSP employee shall have a maximum caseload of twenty-eight (28) students at any time. A fractional FTE assignment as an RSP employee shall have a maximum caseload prorated by the FTE fraction and then rounded to the nearest whole number. An RSP employee may voluntarily accept an extra-duty FTE assignment. **During the 2026-27 school year and thereafter, a 1.0 FTE assignment as an RSP employee shall have a maximum caseload of twenty-four (24) students at any time. A fractional FTE assignment as an RSP employee shall have a maximum caseload prorated by the FTE fraction and then rounded to the nearest whole number. An RSP employee may voluntarily accept an extra-duty FTE assignment. [from the current 35110]**

**35220** Elementary RSP employees shall create their own schedules that are consistent with their students' IEPs. Elementary RSP employee schedules shall include the same professional time and instructional minutes as described in section 9111 and section 9120 and its subsections.

~~35220~~

**35230** A full-time elementary RSP employee shall be assigned to at most two (2) school sites at any one time. Multi-site assignments shall be in either a ~~Primary-Auxiliary~~ **Supplementary configuration, where the employee is assigned to a single site but may need to support other sites, or a Dual-Coverage configuration, where the employee is assigned to two exclusive sites.**

~~35230~~

**35240** During the 2025-26 school year, a full-time elementary RSP employee with at least twenty-four (24) students at a single site shall be assigned exclusively to that site. A full-time elementary RSP employee with fewer than twenty-four (24) students at the single site shall be available for a ~~Primary-Auxiliary~~ **Supplementary configuration. During the 2026-27 school year and thereafter, a full time elementary RSP employee with at least twenty (20) students at a single site shall be assigned exclusively to that site. A full-time elementary RSP employee with fewer than twenty (20) students at a single site shall be assigned to at most two (2) school sites at any one time.**

**35250 Primary-Supplementary Configuration**

~~35231~~

**35251** At the location designated as the RSP employee's ~~p~~Primary school site, the employee shall be responsible for all RSP-related job functions, including but not limited to case management, direct services to students, indirect services to students, **observations, and coordination of the initial assessments IEP process.**

~~35232~~

**35252** At the location designated as the RSP employee's ~~auxiliary~~ **Supplementary** school site, the employee shall be responsible only for case management, **observations, and coordination of the initial assessments IEP process.** An RSP employee may be a case manager for any special education student they are credentialed to serve. An RSP employee shall have at most one (1) ~~auxiliary-Supplementary~~ site at any time and no more than three (3) **Supplementary** sites during a school year.

35233

**35253** During the 2025-26 school year, Each student on the RSP employee's caseload at the Primary and ~~auxiliary~~ Supplementary school sites, including students being initially assessed, shall count against the RSP employee's total caseload. Students at the ~~auxiliary~~ Supplementary site may continue to be added to the employee's caseload until the employee reaches the maximum caseload of twenty-eight (28) students. **During the 2026-27 school year and thereafter, each student on the RSP employee's caseload at the Primary and Supplementary school sites shall count against the RSP employee's total caseload. Students at the Supplementary site may continue to be added to the employee's caseload until the employee reaches the maximum caseload of twenty-four (24) students.**

35234

**35254** During the 2025-26 school year, ~~When~~ an RSP employee's caseload at their ~~Primary~~ school site increases, the employee shall have the number of students on their caseload at the ~~auxiliary~~ Supplementary site reduced such that the total caseload does not exceed twenty-eight (28) students, but the RSP employee may be required to complete any in-person case management job functions before a student is removed from their caseload. **During the 2026-27 school year and thereafter, when an RSP employee's caseload at their Primary school site increases, the employee shall have the number of students on their caseload at the Supplementary site reduced such that the total caseload does not exceed twenty-four (24) students, but the RSP employee may be required to complete any in-progress case management job functions before a student is removed from their caseload and shall be compensated at the Hourly Rate in Appendix C.**

35235

**35255** An elementary RSP employee shall not be assigned to a middle or high school site without their consent unless there are no other options and only after extra duty coverage at the secondary site has been offered and declined by all eligible site employees. ~~The auxiliary site may be a middle or high school. If the employee expresses a preference not to be assigned to a middle or high school site, the District will make a good faith attempt to honor the employee's preference.~~

35236

**35256** Every effort shall be made to assign RSP employees to ~~auxiliary~~ Supplementary sites in a manner that limits travel in a single school day and improves the equitable balance of work across all RSP employees. **Every effort shall be made to assign the employee to work sites with similar bell schedules.**

35240

**35260** ~~Dual-Coverage Configuration In a Dual-Coverage configuration, the RSP employee shall be responsible for all RSP-related job functions, including but not limited to case management, direct services to students, indirect services to students, and initial assessments, at both school sites. [moved to 35261]~~

35241

**35261** In a Dual-Coverage configuration, the RSP employee shall be responsible for all RSP-related job functions, including but not limited to case management, direct services to students, indirect services to students, **observations**, and **coordination of the initial assessments IEP process**, at both school sites. *[from the current 35240]*

**35262** During the 2025-26 school year, RSP employees in a Dual-Coverage configuration will have a total caseload of no more than twenty-four (24). *[from the current 35241]* **During the 2026-27 school year and thereafter, RSP employees in a Dual-Coverage configuration will have a total caseload of no more than twenty (20) students.**

35242

**35263** A Dual-Coverage configuration shall be assigned in a manner that allows the RSP employee to meet all IEP requirements and comply with all other legal obligations. When

practicable these configurations will be assigned in a manner that allows the RSP employee to provide service at a single site each day.

~~35243~~

**35264** Each full-time RSP employee in a Dual-Coverage configuration shall have the equivalent of a six-hour instructional associate at each site.

**35265** When an RSP employee in a Dual-Coverage configuration is required to travel between work sites, the travel time shall be counted as part of the workday. Every effort shall be made to assign the employee to work sites with similar bell schedules.

~~35250~~ Upon request San José Unified shall provide reasonable support related to the initial assessment process to elementary RSP employees whose total number of initial IEPs at their Dual-Coverage or Primary school sites exceeds fifteen (15) during a school year. *[moved to 35115]*

35300 Resource Specialist Program (RSP) Secondary Employees

**35310** A 1.0 FTE assignment as a secondary RSP employee shall have a maximum caseload of twenty-eight (28) students at any time. A fractional FTE assignment as an RSP employee shall have a maximum caseload prorated by the FTE fraction and then rounded to the nearest whole number. An RSP employee may voluntarily accept an extra-duty FTE assignment. *[from the current 35110]*

**35320** Secondary RSP employees shall have at least one (1) flexible support period during which the teacher may provide push-in services, pull students out individually, pull students out in a group, and/or train instructional associates on IEP implementation.

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

**35330** Secondary RSP employees will not be assigned to provide direct services to students or support mainstream teachers for caseload students at more than one (1) school. *[from the current 35322]*

~~35320~~ The Secondary RSP employee professional workday is defined in Article 9000 *[moved to 35111]*

~~35321~~ The workday shall consist of up to three (3) main activities: case management, providing direct services to students, and supporting mainstream teachers for caseload students, unless determined otherwise by the parties. *[moved to 35110]*

~~35322~~ Secondary RSP employees will not be assigned to provide direct services to students or support mainstream teachers for caseload students at more than one (1) school. *[moved to 35330]*

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

**35340** Site administrators shall collaborate with secondary RSP employees to create the master schedule and individual schedules of students on their caseload.

**35350** Site administrators shall collaborate with secondary RSP employees to minimize the number of general education teachers and/or grade levels secondary RSP employees support and shall attempt to balance the distribution of students on their caseload in general education classes.

35400 Special Day Class (SDC) Program Employees

**35410** A 1.0 FTE assignment as an SDC employee shall have a maximum class size, ~~and caseload and~~ **number of instructional associates** as indicated in sections 35411 through ~~35414~~ **35415**. A fractional FTE assignment as an SDC employee shall have a maximum caseload prorated by the FTE fraction and then

rounded to the nearest whole number. An SDC employee may voluntarily accept an extra-duty FTE assignment.

35411 ~~During the 2025-26 school year, C~~categorical SDC ~~classes~~ **employees** shall have a maximum **class size and caseload** of twelve (12) students and have at least one (1) six-hour instructional associate (~~aide~~) assigned. **During the 2026-27 school year and thereafter, categorical SDC employees shall have a maximum class size and caseload of ten (10) students. Categorical SDC classes shall have at least one (1) six-hour instructional associate assigned.**

35412 Non-categorical SDC ~~classes~~ **employees at the elementary level** shall have a maximum **class size and caseload** of thirteen (13) students, ~~and Non-categorical SDC classes at the elementary level shall~~ have at least one (1) six-hour instructional associate when the class enrollment is at least 8 (eight) students at any time. Once an instructional associate has been assigned to a class, the instructional associate will continue throughout the semester regardless of fluctuations in enrollment.

35413 Non-categorical SDC ~~classes~~ **employees** at the secondary level shall have a maximum **class size and caseload** of fourteen (14) students, ~~and Non-categorical SDC classes at the secondary level shall~~ have at least one (1) six-hour instructional associate when the enrollment is at least ten (10) students. Once an instructional associate has been assigned to a class, the instructional associate will continue throughout the semester regardless of fluctuations in enrollment.

**35414 Secondary schools with SDC programs may establish different class size maximums through an approved Site Flexibility Agreement, per Article 38000.**

~~35414~~

**35415** ~~SDC preschool~~ **Early Childhood SDC** classes shall have a maximum class size of ten (10) students and at least one (1) three-hour instructional associate **per session**. ~~SDC preschool teachers~~ **Early Childhood SDC employees** shall have a total caseload not to exceed twenty (20) students in no more than two (2) classes.

~~35415~~

**35416** An additional six-hour instructional associate shall be assigned to any SDC class that requires toileting when a 1-on-1 instructional associate is not assigned to assist the toileting student(s).

~~35416~~

**35417** Elementary SDC classes ~~will~~ **shall** be assigned no more than three (3) **consecutive** grade levels, ~~Grade levels shall be consecutive~~ such as K-2 and 3-5. The District ~~will~~ **shall** attempt to minimize the number of grade levels in each SDC class.

35420 The SDC employee's professional workday is defined in Article 9000.

35421 **SDC employees shall not be required to conduct standardized academic assessments for the purposes of determining special education eligibility (e.g., WIAT-IV). SDC Teachers may be offered voluntary extra duty to conduct standardized academic assessments. When an SDC employee cannot reasonably complete their required IEP testing during instructional time, the employee may request the District provide short-term relief for testing. The District will attempt to provide reasonable relief.**

35422 ~~SDC preschool teachers~~ **Early Childhood SDC employees** shall have the instructional time specified in Section 9110 scheduled such that all instructional minutes will take place on four days each week, with the total instructional minutes remaining at 50,400 minutes per school year. **The fifth day of the work week shall be considered professional time, in accordance**

**with section 9120.** The Superintendent or designee shall set the schedule for each ~~SDC preschool~~ **Early Childhood SDC** program, which shall generally be communicated to employees no later than the last day of the preceding school year.

35430 Each full-time SDC employee will be assigned an instructional associate in accordance with ~~Section 35410~~ **and its subsections**. Whenever possible, a single associate will be assigned to fulfill the requirement.

~~35440 The parties may during the term of this Agreement mutually agree to meet and confer over SDC caseloads, workloads, student weighting, and other factors. The process may result in Memorandum of Understanding.~~

**35440 The Advanced Career Education (ACE) Categorical SDC Program shall have one (1) staff member support a maximum of five (5) students during community-based instruction.**

35500 Autism Program Employees

**35510 The Autism Program employee's professional workday is defined in Article 9000.**

~~35510~~

**35520** Each ~~teacher-employee~~ **employee** in ~~SJUSD~~ **the District's** Autism Programs will be assigned instructional associates. Whenever possible, a single associate will be assigned to fulfill the requirement.

~~35520~~

**35530 Autism Resource Programs (ARP)**

~~35521~~

**35531** A 1.0 FTE assignment as an ~~Autism Resource Program ARP~~ **ARP** employee shall have a maximum caseload of fifteen (15) students at any time, with an effort to achieve an average of no more than five (5) students per grade level. A fractional FTE assignment as an ~~Autism Resource Program ARP~~ **ARP** employee shall have a maximum caseload prorated by the FTE fraction and then rounded to the nearest whole number. An ~~Autism Resource Program ARP~~ **ARP** employee may voluntarily accept an extra-duty FTE assignment.

~~35522~~

**35532** Each ~~Autism Resource Program ARP~~ **ARP** employee shall have no less than one (1) six-hour instructional associate and one (1) three-hour instructional associate when there are at least seven (7) students **at any time. Once an instructional associate has been assigned to a class, the instructional associate will continue throughout the semester regardless of fluctuations in enrollment.**

**35533 Secondary ARP employees shall have at least one (1) flexible support period during which the teacher may provide push-in services, pull students out individually, pull students out in a group, and/or train instructional associates on IEP implementation.**

**35534 Site administrators shall collaborate with secondary ARP employees to create the master schedule and individual schedules of students on their caseload.**

**35535 Site administrators shall collaborate with secondary ARP employees to minimize the number of general education teachers and/or grade levels secondary ARP employees support and shall attempt to balance the distribution of students on their caseload in general education classes.**

~~35530~~

**35540 SJUSD Autism Center Program**

~~35531~~

~~35541~~ ~~As SJUSD~~ The Autism Center Program employee's professional workday is defined in Article 9000.

~~35532~~

~~35542~~ The following averages, class maximums, and assignment of instructional associates shall apply to ~~SJUSD~~ Autism Center Program classes.

~~35532.1~~

~~35542.1~~ Preschool classes shall have a maximum of ten (10) students, and have one (1) six-hour instructional associate assigned for each child in the program (1:1 student to adult ratio, which includes the teacher).

~~35532.2~~

~~35542.2~~ TK-2 classes shall have a maximum of ten (10) students, and have no less than seven (7) six-hour instructional associates per classroom when there are at least seven (7) students (1:1 or 2:1 as determined by the program).

~~35532.3~~

~~35542.3~~ 3-5 classes shall have a maximum of ten (10) students, and have one (1) six-hour instructional associate assigned for each two (2) students in the classroom (2:1 ratio).

~~35542.4~~ Elementary Autism Center Program classes will be assigned no more than three (3) consecutive grade levels, such as TK-1, K-2, and 3-5.

#### **35600 Special Education Program Allocation**

**35610** On or before December 31 each year, the Association President and Director of Special Education shall each appoint up to three members to the Special Education Program Allocation Committee (SEPAC), which shall consult with the Director of Special Education regarding the allocation of Special Education programs for the following school year.

**35620** On or before March 1 each year, the SEPAC shall meet to review projections for student enrollment, including projected enrollment in the programs described in sections 35100 through 35500 and their subsections, for the following school year and finalize the allocation of Special Education programs for the following school year. If the SEPAC is unable to reach consensus, the Director of Special Education shall make the final decision.

**35630** The Director of Special Education shall meet and confer with the Salary Formula Review Committee (SFRC) regarding the allocation of Special Education programs prior to publication.

~~35600~~

#### **35700 Designated Instructional Service (DIS) Program Employees**

~~35640~~

**35710** Each Designated Instructional Service (DIS) Program employee and the ~~site~~ **respective** administrator will confer and determine space and supply needs for the program by the last week in August. Such needs, including adequate space, heat, light, seating, tables, and quiet surroundings, will be met within the limitations of the site, the available resources, the total needs of the school, and in accordance with State guidelines.

~~35620~~

**35720** The professional workday for DIS employees is defined in Article 9000. **Screening, formative assessments, and observations shall be included in the employee's instructional time.**

~~35621~~

**35721** When a DIS employee is required to travel between two (2) or more non-adjacent schools, the travel time will be counted as part of the workday.

~~35630~~

**35730** Itinerant DIS employees who serve students who are Visually Impaired will be assigned a maximum of five (5) sites per day for student contact time. For purposes of this section, consultation time is not considered student contact time.

~~35640~~

**35740** A 1.0 FTE assignment as a DIS employee for adapted PE shall have a maximum caseload of fifty-five (55) students **at no more than fourteen (14) school sites** at any time. A fractional FTE assignment as a DIS employee for adapted PE shall have a maximum caseload prorated by the FTE fraction and then rounded to the nearest whole number. A DIS employee for adapted PE may voluntarily accept an extra-duty FTE assignment.

~~35650~~—Speech and Language Pathologists are governed by Article 23000. *[moved to 35840]*

~~35700~~

**35800** General Provisions

~~35710~~

**35810** Special Education employees shall not be assigned supervisory duties under section 9130.

~~35720~~

~~Whenever possible, a~~**35820** Appropriate professional development will be provided to Special Education employees prior to the assumption of new job responsibilities or the deployment of new District initiatives.

~~35730~~

**35830** Special education employees not otherwise defined in this article shall be considered Specialized Personnel per Article 27000, including but not limited to: Program Specialists, **Psychologists, Therapeutic Special Day Class (TSDC) Counselors**, Behavior Intervention Specialists, and Resource ~~Teachers~~ **Employees** assigned to the Special Education Department.

~~35750~~

**35840** Speech and Language Pathologists are governed by Article 23000. *[from 35650]*

~~35740~~ Special education employees who are Specialized Personnel shall not be assigned to an unreasonable number of worksites, based on relevant factors. *[moved to Article 27000]*

~~35750~~

**35850** Nothing in this article shall be construed as diminishing the provisions of Article 14000.

~~35751~~

**35851** The workspace guarantees in section 14140 and subsections as applied to special education employees shall include appropriate space for furniture for all adults and students normally assigned to the space.

~~35760~~

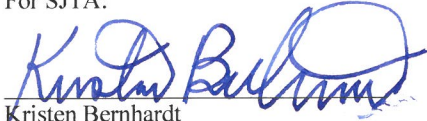
**35860** A special education employee's work with instructional associates is defined in Article 17000.

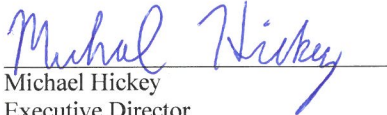
~~35761~~

**35861** If a special education employee's class is entitled to an instructional associate under this article and the instructional associate support is unavailable due to absence or vacancy, the

principal or designee and the site's special education team shall determine the allocation of the available instructional associate time. If consensus cannot be achieved, the principal or designee shall make the final decision.


For SJTA:

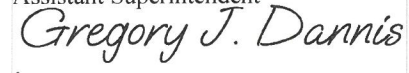
  
Kristen Bernhardt  
Bargaining Chair

  
Michael Hickey  
Executive Director

Date: May 12, 2025

For SJUSD:

  
**box SIGN** 4PZ83P5W-1355JRJ6  
J. Dominic Bejarano  
Assistant Superintendent

  
**box SIGN** 4Q5ZPK8Z-1355JRJ6  
Gregory J. Dannis  
Legal Counsel

Date: May 12, 2025





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

ARTICLE 38000  
SITE FLEXIBILITY AGREEMENTS

38000 This article is designed to enable flexibility at the site through the collective ingenuity of site staff and administration. When an individual site develops an alternate allocation of resources and responsibilities that is not anticipated by or is in conflict with this Agreement, the site may apply for a Site Flexibility Agreement (SFA).

38010 An SFA is specific to a single site and not to be considered precedent setting or reflective of the status quo for any other site.

38020 All provisions of this Agreement and any other applicable agreements the parties have that are not specifically modified by an SFA shall remain unchanged.

38100 Preparing an SFA

38110 An SFA may cover all bargaining unit members at a site or a subset thereof.

38120 An SFA shall be developed collaboratively by the **affected** bargaining unit members and administrators at a site. **This collaboration may include consultation with District and Association leadership.** When considering a new SFA, the **affected** unit members shall have sufficient time to research, discuss, and amend the proposed SFA. **Any disagreements over who is an affected bargaining unit member shall be resolved by the Superintendent or designee and Association President or designee prior to a vote.**

38130 The SFA shall be as specific as possible. All eligible voters shall be provided with the information necessary to cast an informed ballot, and they shall have access to that information early enough to deliberate before casting their ballots. If the proposed SFA would require a foreseeable change in working conditions, this shall be made plain in writing to all voters before the vote.

38140 An SFA shall specify the length of time it will remain in force. The maximum term of an SFA shall be three (3) school years.

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

38160 To be implemented the SFA must be approved by the affected bargaining unit members at the site, the site principal, the Superintendent **or designee**, and the **SJTA Association President or designee.**

38200 Eligible Voters

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

38220 “Bargaining unit members affected by the SFA” includes all unit members whose working conditions or responsibilities would change under the proposed SFA if it took effect immediately, including unit members on a paid leave of absence whose working conditions would change upon their return from leave.

38230 Each affected unit member gets one (1) vote, even if they are affected unequally by the SFA. A full-time employee and a part-time employee each get one (1) vote, regardless of FTE.

38240 A voting list shall be prepared and posted by the **SJTA Association** site representatives at least one (1) week prior to the vote. Individuals excluded from the voting list may appeal their exclusion to **the Superintendent or designee and Association President or designee.** ~~CAC.~~

38300 ~~Faculty~~ **Bargaining Unit Member** Voting

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

38320 The SFA shall be voted on as a single question. The ballot shall provide two voting options: YES and NO. A vote for YES shall be a vote to adopt the proposed SFA, and a vote for NO shall be a vote to reject it.

38330 For a proposed SFA to pass it must earn 75 percent (three-quarters) of votes cast in an election in which a majority of eligible voters cast valid ballots. A valid ballot is a ballot that clearly indicates either YES or NO on the proposition. A ballot that marks both YES and NO or marks neither YES nor NO is not valid. If a majority of eligible voters do not cast valid ballots, the proposition automatically fails.

38340 The vote on an SFA shall take place by April 1. **This voting deadline shall not apply to an SFA that deals exclusively with increasing maximum class sizes and compensation for such an increase, provided the SFA is approved before implementation.**

38350 The date, time, and location of voting shall be announced at least a week in advance. No ballots shall be counted before all voting has closed. At least two **SJTA Association** representatives shall count the ballots. Any unit member who would like to observe the counting shall be allowed to do so.

**38360 The Superintendent or designee and the Association President or designee shall make every effort to approve or deny the SFA and notify the Association representatives and administrators at the site within ten (10) work days of submission.**

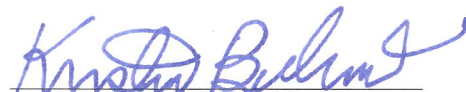
38400 Transfers

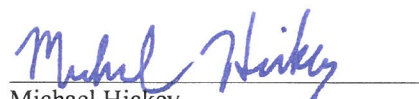
38410 Unit members affected by a newly adopted SFA may request a transfer to another site under Article 15000. These transfers shall be considered ahead of all other voluntary transfers, and every effort shall be made to accommodate them.

38500 Early Termination

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

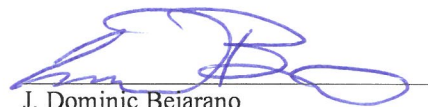
For SJTA:

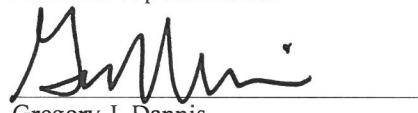
  
\_\_\_\_\_  
Kristen Bernhardt  
Bargaining Chair

  
\_\_\_\_\_  
Michael Hickey  
Executive Director

Date: May 9, 2025

For SJUSD:

  
\_\_\_\_\_  
J. Dominic Bejarano  
Assistant Superintendent

  
\_\_\_\_\_  
Gregory J. Dannis  
Legal Counsel

Date: May 9, 2025

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

APPENDIX A  
SALARY FORMULA

I. AGREEMENT AND PURPOSE

**San José Unified School District and San José Teachers Association have had a jointly constructed salary formula, in various forms, for decades. It was born out of the desire by both parties to have a reliable and clear process for determining compensation increases for Association members while ensuring the fiscal sustainability and viability of the District. The following Salary Formula reflects the parties' agreement to determine SJTA unit members' salaries based on a fair share of District revenues and to acknowledge the need for the continuing fiscal integrity and vitality of the District. The parties' paramount intent in enacting this Salary Formula is to address improve unit member compensation and working conditions based upon the unit's agreed upon fair share of ongoing revenues, which flow into the District annually. [REMOVE PARAGRAPH BREAK]**

~~Accordingly, the intent of the Salary Formula is to base the unit's fair share on~~ **This revenue is of the kind which is appropriate and prudent to utilize for providing ongoing salary increases as opposed to one-time revenue which is designated for specific purposes, unless otherwise contained in this Appendix.** ~~or one-time revenue. In this regard,~~

**The formula uses current year ongoing revenue and the expected property tax data for the subsequent school year and compares that amount to current year certificated salary costs to produce an "Improvement Percentage" each month. This Improvement Percentage is the increase in compensation for Association members that is expected to be fair and affordable.**

**Both parties have an interest in agreeing to compensation changes for employees before the end of the school year to enhance recruitment efforts and inform current employees about expected salary changes for the subsequent school year. To achieve this interest, the formula establishes a process whereby an initial Improvement Percentage is calculated in March. This percentage is used to publish an updated salary schedule for the subsequent school year. To provide the largest year-over-year compensation increase in Association salaries, the Improvement Percentage is calculated again in July using the nearly finalized property tax revenue. If this percentage is higher, it is used to automatically increase salaries and a new salary schedule is published. The District-Association collaborative body known as the Salary Formula Review Committee monitors the Improvement Percentage, maintains a manual that provides definitions and sample calculations, monitors Association staffing levels, and works through any adjustments that may be necessary in rare circumstances when the Improvement Percentage is negative and/or threatens the fiscal integrity and viability of the District.**

The parties acknowledge that many aspects of school district financing are not completely predictable from year to year. Therefore, as circumstances change regarding funding models and allocations to the District, it is the parties' intent to adjust the Salary Formula to meet such changes in a manner consistent with the intent stated above.

~~For subsequent years of this Agreement, all dates referred to in this Appendix shall be updated accordingly to refer to the year to which the Salary Formula is applied.~~

All agreements between the parties concerning the implementation of the Salary Formula in any year will be reduced to writing and, signed and dated by the authorized representative(s) of the District and Association. **[from section IV.9]**

#### VIII. SALARY FORMULA REVIEW COMMITTEE

All aspects of this Appendix, as well as all calculations resulting from this Appendix, shall be jointly monitored by the Salary Formula Review Committee ("SFRC").

1. The ~~Salary Formula Review Committee~~ SFRC members shall be:
  - a. the District's Chief Business Officer
  - b. the District's Director of Finance
  - c. up to three (3) additional members appointed by the Superintendent
  - d. Association President
  - e. Association Bargaining Chair
  - f. up to three (3) additional members appointed by the Association President

**Additional members may be included upon mutual agreement of the Superintendent and Association President.**

2. The ~~Salary Formula Review Committee~~ SFRC shall meet at least monthly and follow the procedures stated in this Appendix and the Salary Formula Manual referenced in section III. ~~as soon as possible following the Board of Education's adoption of the District's:~~
  - a. ~~adopted budget~~
  - b. ~~unaudited actuals report~~
  - c. ~~first interim report~~
  - d. ~~second interim report~~

~~The Salary Formula Review Committee shall additionally meet for the final computations and supporting data per section II. of this Appendix as well as necessary as determined by the committee itself.~~

**The parties acknowledge the importance of jointly monitored Association staffing levels and the District's financial condition to the Salary Formula. Therefore, the SFRC shall:**

- a. **Review negotiated staffing levels and ratios and align on all authorized Association positions with or without negotiated ratios for implementation in the subsequent school year. Any staffing above the agreed upon authorized staffing levels or ratios beginning in the 2026-2027 school year shall be considered a unilateral expansion of programs by the District and shall be excluded from Formula Expense pursuant to section VII of this Appendix. Any disagreement regarding application of negotiated ratios for any position or authorized staffing levels for positions without negotiated ratios shall be referred to the CAC for resolution; and**
  - b. **Jointly monitor the District's financial condition using the District's most recent budget reports. If either party concludes that the District's financial condition is materially different during the 2025-2026 or 2026-2027 school years than it was when this Agreement was reached, there shall be an immediate reopener limited to sections IV.2.A.i and IV.2.A.ii in accordance with Article 4000 of this Agreement.**
3. ~~The District shall consult with the Association regarding the intended use of additional FTE allocations under section V. of this Appendix.~~
  4. ~~Any disagreements regarding the implementation of this Appendix shall be referred to the CAC for resolution. If CAC is unable to come to an agreement, it shall constitute an immediate reopener in accordance with Article 4000 of this Agreement.~~

### III. SALARY FORMULA MANUAL

The parties agree that the Salary Formula Manual ("Manual") is an extension of and incorporated into this Appendix by reference.

1. The SFRC shall be responsible for the content of the Manual and for approving any amendments to the Manual.
  - a. The content of the Manual shall include:
    - i. Introduction,
    - ii. Key Terms and Definitions,
    - iii. Joint Monitoring of Association Staffing,
    - iv. Salary Formula Review Committee Meeting Procedures, and
    - v. Appendix that documents monthly formula calculations.
  - b. Amendments require mutual agreement between the parties.
  - c. The District shall make the most up-to-date Manual available electronically to all bargaining unit members each year by September 30 and within fifteen (15) business days of agreement on any amendments thereafter.

### IV. CALCULATION

~~The salary schedule shall be improved during the term of this agreement, according to the following formula, which makes use of revenue information from the current year (Current Year) and expense information from the previous year (Previous Year):~~

- ~~1. Determine the dollar amount of Current Year revenue based initially on the District's adopted budget, accordingly revised based on the District's unaudited actuals report, subsequently revised accordingly based on the District's first interim report, and finally revised accordingly based on the District's second interim report. Current Year revenue is defined as the total District revenue from Tax Relief Subventions and County and District Taxes (SACS Object Codes 8021 through 8048).~~

#### 1. Formula Revenue

In their monthly meetings, the SFRC shall calculate the Improvement Percentage using the District's most recent budget reports and the most recent Santa Clara County Assessor's Office Real Property Assessment Roll report. The calculation uses "Formula Revenue," which is made up of:

- A. Net Property Tax
  - i. Core Property Tax Revenue (SACS Object Codes 8021-8043)
  - ii. Other Property Tax Revenue (SACS Object Codes 8044-8048)
  - iii. LCFF Transfers (SACS Object Codes 8096-8097)
- B. Arts and Music in Schools – Funding Guarantee and Accountability Act (Proposition 28; SACS Resource Code 6770)

The SFRC may, each year, include additional sources of revenue in Formula Revenue based on changes to funding.

#### 2. Calculations

Using the information in the Manual, the steps below are used to determine the Improvement Percentage.

- A. Calculate the sum of the following to determine the “Association Fair Share” of the estimated Formula Revenue for the following year:
- i. The dollar amount of 62.4% of the estimated Core Property Tax Revenue for the following year.
  - ii. The dollar amount of 62.4% of Other Property Tax Revenue and LCFF Transfers for the current year.
  - iii. The dollar amount of 80.0% of the District’s Arts and Music in Schools for the current year.
2. ~~The unit’s fair share of Current Year revenue each year for the term of this Agreement shall be fifty eight and five tenths percent (58.5%).~~
3. ~~Multiply the (58.5%) fair share figure by the Current Year revenue determined in step 1 above. The resulting amount shall be the unit’s fair share of revenue that shall be allocated to the unit pursuant to the remaining steps of this formula.~~
- B4. Calculate the Previous Current Year “Formula Expense” total cost of the unit to include and exclude the following **annualized data**:
- ia. Include all salary and statutory benefit costs resulting from the implementation of Appendix B and based on negotiated or state-mandated staffing ratios.
  - ii. Include all salary differential or full time equivalent fraction costs resulting from the implementation of section 1 of Appendix C.
  - iiie. Include all stipend costs resulting from the implementation of Appendix D and based on negotiated or state-mandated staffing ratios.
  - iv. **Include the equivalent cost of certificated contractors filling authorized, vacant Association positions.**
  - vd. Exclude all extra-duty costs resulting from the implementation of section 2 and section 3 of Appendix C.
  - e. ~~Exclude all health and welfare costs resulting from the implementation of Article 37000.~~
  - vif. Exclude all salary and statutory benefits costs resulting from the addition or expansion of programs pursuant to resulting from the implementation of section VII of this Appendix.
- C5. Subtract the amount determined in step 4B from the amount determined in step 3A. ~~Determine the cost of 1% using the amount determined in step 4. Divide the difference by the cost of 1% of the amount determined in step B (“Association Cost of 1%”) to determine the Improvement Percentage.~~ salary schedule increase for the following school year. This cost of 1% is calculated by multiplying the total core unit cost by 1%.
6. ~~The salary schedule for the following school year shall be increased by the percentage figure derived in step 5, unless the District and the Association agree to an alternate allocation, such as reducing staffing ratios, increasing the base salary, increasing the longevity step, or addressing any other provisions of the Agreement related to workload.~~
7. ~~Consistent with the statements of intent contained in this Appendix, the parties agree that the Salary Formula is not intended to place unintended financial obligations on the District when circumstances affecting District revenues change in a manner that is unforeseeable to, or outside the control of the District. Therefore, and in order to effectuate this intent, the parties agree that calculations and distributions of payments under the Salary Formula shall be implemented as follows:~~
- a. ~~The District’s computations and supporting data for the Previous Year shall be provided to the Association on or about September 30 of the Current Year.~~

- b. ~~The District's computations and supporting data for the Current Year shall be provided to the Association prior to March 31 of the Current Year.~~
- e. ~~The salary schedule increase shall be implemented by the first paid service day of the following school year.~~
- 8. ~~The parties acknowledge that, unlike the calculations under the prior LCFF-based formula, the initial calculations under this property tax-based formula are not based on historical trends of annual calculations. Therefore, either party may request to revisit and potentially adjust these calculations during the 2022-2023 and 2023-2024 school years through the Salary Formula Review Committee as set forth in section VI.~~
- 9. ~~All agreements between the parties concerning the implementation of the Salary Formula in any year will be reduced to writing and signed. *[moved up to section I]*~~

#### III. RESOLVING A NEGATIVE SALARY FORMULA OUTCOME IN A SINGLE YEAR IMPROVEMENT PERCENTAGE

~~The Salary Formula is intended to establish balance and stability regarding District expenditures and revenues; to provide fair compensation increases to the bargaining unit; and to maintain the fiscal viability of the District through a sharing of what normally is increased revenue from the state and property taxes. When such revenue is flat, decreases, or inappropriately falls within or outside the definition of Salary Formula revenue because of unforeseen state funding schemes or property tax volatility, the stability and ongoing viability of the Salary Formula is threatened. The purpose of this section is to clarify aspects of how the Salary Formula may be implemented in times of budgetary uncertainty.~~

- 1. ~~The Improvement Percentage calculated in March shall be applied uniformly to the steps of the salary schedule unless the parties agree to an alternate allocation. Examples of alternate allocations include reducing staffing ratios, applying non-uniform increases to the steps of the salary schedule, and/or addressing any other provisions of the Agreement related to workload. The resulting draft salary schedule shall be published upon approval by the Association.~~
- 2. ~~The Improvement Percentage calculated in July reflects the nearly finalized property tax data for the following year. The draft salary schedule agreed to in March shall be adjusted to reflect any increase between the Improvement Percentage in March and the July calculation. The draft salary schedule agreed to in March shall remain unchanged if there is a decrease in the Improvement Percentage between March and July.~~
- 13. ~~The Salary Formula Improvement Percentage shall not be used to implement a decrease in the salary of teachers employees, unless the Association agrees in writing.~~
- 24. ~~If the Salary Formula is projected to produce a Improvement Percentage calculated in March is negative number (dollar amount); or the District demonstrates that the Improvement Percentage calculated in March threatens the fiscal integrity and viability of the District, steps 1 and 2 shall be suspended and the parties SFRC shall meet and confer immediately over discuss all possible options to resolve the issue mitigate the problem. Such options may include but are not limited to delaying action until more data is available, *[REMOVE PARAGRAPH BREAK]*~~
- 3. ~~If the Salary Formula produces a negative number in any year of this Agreement, the Association and District may decide to modifying staffing ratios rather than apply the funds to the salary schedule, adjusting other provisions related to workload, reducing budgeted expenditures outside of this Appendix, and/or determining an "Alternate Percentage" that both parties agree is fair and affordable.~~

#### VI. DISPUTE RESOLUTION PROCESS

The parties shall make every effort to resolve any disagreements regarding this Appendix in the SFRC.

41. **Contract Advisory Committee (CAC)**

If the parties are SFRC is unable to agree on a salary formula implementation steps to mitigate a negative number in #2 above, they shall submit refer the issue to the CAC within twenty (20) work days. If the CAC is unable to resolve the issue within ten (10) work days, business days, the CAC shall refer the issue to the Dispute Mediation Panel. will ask the state to provide a mediator. If mediation is not successful in resolving the issue, the mediator will make a recommendation to the parties limited to the modification of staffing ratios and/or other provisions related to workload. The parties shall have ten (10) work days to consider the recommendation. If a mutually acceptable settlement is not possible, the superintendent may make a recommendation limited to staffing ratios to the Board of Education. Before the Board of Education acts on the issue, SJTA will have an opportunity to present its position and reasoning to the Board of Education in public session. The Board of Education may impose changes in ratios and/or workload within the scope of options contained in the Superintendent's recommendation and SJTA's presentation in a manner otherwise consistent with the terms of this agreement.

2. **Dispute Mediation Panel**

The Dispute Mediation Panel ("Panel") is a three-person panel. The District and Association shall each appoint one member within five (5) business days of the CAC referral. The parties shall endeavor to choose appointees who have sufficient knowledge of and experience with public school funding and budgeting to enable them to make informed recommendations regarding the issues before the Panel. The District and Association appointees shall either agree on a neutral Panel member with the knowledge and experience described above or ask the state to provide a qualified (as described above) neutral Panel member within five (5) business days. The District and Association agree to provide information within five (5) business days from the date of the Panel's request.

If the Panel is not successful in resolving the issues (i.e., all three Panel members do not agree to recommendations), the neutral Panel member shall make non-binding recommendations to the parties limited to modifying staffing ratios, adjusting other provisions related to workload, reducing budgeted expenditures outside of this Appendix, and/or determining an "Alternate Percentage" that the neutral Panel member believes is fair and affordable. The Panel's recommendations (or in the alternative, the neutral Panel member's recommendations as described above) shall be issued to the District and Association within five (5) business days following receipt of the information requested by the Panel. This timeline may be extended by unanimous agreement of the Panel. The parties shall have five (5) business days to consider the recommendation.

3. **Salary Allocation Agreement Negotiations**

If the parties do not resolve the dispute following the neutral Panel member's recommendations, the parties shall attempt to negotiate a salary allocation agreement, separate from the formula. Such negotiations shall not exceed twenty (20) business days. This timeline may be extended by mutual agreement. If the parties are unable to successfully negotiate a salary allocation agreement, either party or both parties jointly may declare impasse on salary allocation only pursuant to Article 9 of the Educational Employment Relations Act. Once a settlement occurs, the procedures in this Appendix shall be reinstated for the subsequent year.

~~IV. RESOLVING A NEGATIVE SALARY FORMULA OUTCOME OVER MULTIPLE YEARS~~

~~The purpose of this section is to allow the parties to avoid automatic Salary Formula adjustments when such adjustments are likely to be countermanded in the succeeding year.~~

~~1. Positive Year to Negative Year Multi Year Implementation~~

- ~~a. The parties do not wish to maintain the annual self-executing nature of the Salary Formula if the result thereof is to require implementation of a salary increase in one (1) year ("positive year") when it is reasonably foreseeable that application of the Salary Formula in the succeeding year will result in a negative number, thereby requiring a reduction in bargaining unit expense per section III and the disruption inherent therein ("negative year").~~
- ~~b. Instead, the parties prefer to implement the Salary Formula on a multi-year basis, such that implementation of the positive year deferred in whole or in part in and applied accordingly in the succeeding negative year to mitigate or completely offset the negative number in such negative year and the extent or necessity of implementing section III.~~

~~2. Negative Year to Positive Year Multi Year Implementation~~

- ~~a. Conversely, the parties do not wish to maintain the annual self-executing nature of the Salary Formula if the result thereof is a negative number, thereby requiring a reduction in bargaining unit expense per section III in one (1) year and the disruption inherent therein ("negative year"), when it is reasonably foreseeable that application of the Salary Formula in the succeeding year will result in a positive number ("positive year"), thereby requiring implementation of a salary increase.~~
- ~~b. Implementation of section III in the negative year is deferred in whole or in part and applied accordingly in the succeeding positive year such that the negative number and the need to implement section III in such positive year can be mitigated or completely offset.~~

~~3. Therefore, on an annual basis and for the term of this Agreement, the parties shall determine, through the Salary Formula Review Committee pursuant to section VI, whether the Salary Formula shall be implemented annually or on a multi-year basis based solely on the circumstances described above. If agreement is not reached through this committee, the process set forth in section III, shall be followed, i.e., CAC, mediation, recommendations to the Board of Education and Board decision.~~

- ~~a. The sole issue to be resolved through this process under the circumstances described in paragraph 1 above shall be whether the Salary Formula is to be implemented annually or on a multi-year basis as described in paragraph 1 above.~~
- ~~b. The sole issue to be resolved through this process under the circumstances described in paragraph 2 above shall be whether the Salary Formula is to be implemented annually or on a multi-year basis as described in paragraph 2 above.~~
- ~~c. The provisions of section III shall apply in full force until and unless the process described in paragraph 3 above achieves a different result.~~

## VII. EXCLUSIONS FROM THE SALARY FORMULA

If the District unilaterally chooses to add or expand programs by allocating FTE not specifically included in this Appendix, the costs associated with additional FTE for such addition or expansion of programs shall not be included as a bargaining unit expense in any section of this Appendix.

**The District shall consult with the Association regarding the intended use of additional FTE allocations.**

Compensation paid to unit members beyond that specifically included in this Appendix shall not be included as a bargaining unit expense under the terms of any section of this Appendix.

## VI. SALARY FORMULA REVIEW COMMITTEE *[this whole section was moved up]*

All aspects of this Appendix, as well as all calculations resulting from this Appendix, shall be jointly monitored by the Salary Formula Review Committee.

1. The Salary Formula Review Committee members shall be:
  - a. the District's Chief Business Officer
  - b. the District's Director of Finance
  - c. up to three (3) additional members appointed by the Superintendent
  - d. Association President
  - e. Association Bargaining Chair
  - f. up to three (3) additional members appointed by the Association President
  
2. The Salary Formula Review Committee shall meet as soon as possible following the Board of Education's adoption of the District's:
  - a. adopted budget
  - b. unaudited actuals report
  - c. first interim report
  - d. second interim report

The Salary Formula Review Committee shall additionally meet for the final computations and supporting data per section II. of this Appendix as well as necessary as determined by the committee itself.
  
3. The District shall consult with the Association regarding the intended use of additional FTE allocations under section V. of this Appendix.
  
4. Any disagreements regarding the implementation of this Appendix shall be referred to the CAC for resolution. If CAC is unable to come to an agreement, it shall constitute an immediate reopener in accordance with Article 4000 of this Agreement.

For SJTA:


  
\_\_\_\_\_  
Kristen Bernhardt  
Bargaining Chair

  
\_\_\_\_\_  
Michael Hickey  
Executive Director

Date: May 9, 2025

For SJUSD:

  
\_\_\_\_\_  
Seth Reddy  
Chief Business Officer

  
\_\_\_\_\_  
Gregory J. Dannis  
Legal Counsel

Date: MAY 9, 2025

**San José Unified School District**  
**Certificated Salary Schedule B-1 (SJTA)**

183 Days / Effective: August 1, 2025

<b>2025-2026</b>	<b>Teacher / Counselor</b>		
<b>Step</b>	<b>Annual Salary</b>	<b>Daily Rate</b>	<b>Hourly Rate</b>
<b>1</b>	72,051	393.72	49.22
<b>2</b>	75,602	413.13	51.64
<b>3</b>	79,153	432.53	54.07
<b>4</b>	82,704	451.94	56.49
<b>5</b>	86,255	471.34	58.92
<b>6</b>	89,806	490.75	61.34
<b>7</b>	93,358	510.15	63.77
<b>8</b>	96,909	529.56	66.19
<b>9</b>	100,460	548.96	68.62
<b>10</b>	104,011	568.36	71.05
<b>11</b>	107,562	587.77	73.47
<b>12</b>	111,113	607.17	75.90
<b>13</b>	112,297	613.64	76.71
<b>14</b>	113,480	620.11	77.51
<b>15</b>	114,664	626.58	78.32
<b>16</b>	115,848	633.05	79.13
<b>17</b>	117,031	639.52	79.94
<b>18</b>	118,215	645.98	80.75
<b>19</b>	119,399	652.45	81.56
<b>20</b>	120,582	658.92	82.37
<b>21</b>	121,766	665.39	83.17
<b>22</b>	122,950	671.86	83.98
<b>23</b>	124,134	678.33	84.79
<b>24</b>	125,317	684.79	85.60
<b>25</b>	126,501	691.26	86.41
<b>26</b>	127,685	697.73	87.22
<b>27</b>	128,868	704.20	88.02
<b>28</b>	130,052	710.67	88.83
<b>29</b>	131,236	717.14	89.64
<b>30</b>	132,419	723.60	90.45
<b>31</b>	133,603	730.07	91.26
<b>32</b>	134,787	736.54	92.07
<b>33</b>	135,971	743.01	92.88
<b>34</b>	137,154	749.48	93.68
<b>35</b>	138,338	755.94	94.49

**Supplemental Stipends (max of one per category)**

- 3,000 Master's Degree
- 3,000 Doctorate Degree
- 3,000 National Board Certification
- 3,000 Bilingual (SJUSD screening process required)
- 3,000 Special Education

**San José Unified School District**  
**Certificated Salary Schedule B-2 (SJTA)**

183 Days / Effective: August 1, 2025

<b>2025-2026 Psychologist / SLP / Nurse / Librarian</b>			
<b>Step</b>	<b>Annual Salary</b>	<b>Daily Rate</b>	<b>Hourly Rate</b>
1	82,859	452.78	56.60
2	86,942	475.10	59.39
3	91,026	497.41	62.18
4	95,110	519.73	64.97
5	99,194	542.04	67.76
6	103,277	564.36	70.54
7	107,361	586.67	73.33
8	111,445	608.99	76.12
9	115,529	631.30	78.91
10	119,612	653.62	81.70
11	123,696	675.94	84.49
12	127,780	698.25	87.28
13	129,141	705.69	88.21
14	130,502	713.13	89.14
15	131,864	720.57	90.07
16	133,225	728.00	91.00
17	134,586	735.44	91.93
18	135,947	742.88	92.86
19	137,309	750.32	93.79
20	138,670	757.76	94.72
21	140,031	765.20	95.65
22	141,392	772.64	96.58
23	142,754	780.07	97.51
24	144,115	787.51	98.44
25	145,476	794.95	99.37
26	146,837	802.39	100.30
27	148,199	809.83	101.23
28	149,560	817.27	102.16
29	150,921	824.71	103.09
30	152,282	832.14	104.02
31	153,644	839.58	104.95
32	155,005	847.02	105.88
33	156,366	854.46	106.81
34	157,727	861.90	107.74
35	159,089	869.34	108.67

**Supplemental Stipends (max of one per category)**

- 3,000 Master's Degree
- 3,000 Doctorate Degree
- 3,000 National Board Certification
- 3,000 Bilingual (SJUSD screening process required)

**San José Unified School District**  
**Certificated Extra Duty Stipends (SJTA)**  
 School Year 2025-2026 / Effective: August 1, 2025

**Appendix D**

<b>Stipend Name</b>	<b>Amount</b>	<b>Contract Section</b>	<b>Relative to Base</b>
Department Chair Stipend	\$ 2,368	9310	2.0
Lead Teacher Stipend	\$ 2,368	9320	2.0
School Support Stipend	\$ 1,184	9323	1.0
Level A Athletic Stipend	\$ 5,920	10200	5.0
Level B Athletic Stipend	\$ 4,736	10200	4.0
Level C Athletic Stipend	\$ 3,552	10200	3.0
Level D Athletic Stipend	\$ 2,368	10200	2.0
Extracurricular Stipend	\$ 2,368	10300/10400	2.0
Relocation Stipend	\$ 2,368	15334	2.0
TQP Stipend	\$ 13,024	16233	11.0
Mentor Stipend	\$ 2,368	17210	2.0
Psychologist Intern Supervisor Stipend	\$ 13,024	27552	11.0
Consulting Teacher Stipend	\$ 13,024	27620	11.0
Separation Stipend	\$ 1,184	32321	1.0

The base amount shall be equal to the difference between the last two steps on Appendix B-1 salary schedule (i.e., the value of the longevity step).

**Base Amount**  
**\$1,184**