



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~~ **2026** through June 30, ~~2026~~ **2028**. 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: December 11, 2025

For SJUSD:


J. Dominic Bejarano
Assistant Superintendent


Gregory J. Dannis
Legal Counsel

Date: December 11, 2025

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

ARTICLE 11000
LEAVES OF ABSENCE

11100 With Compensation

11110 Personal Illness

11111 Each certificated employee will be allowed ten (10) days of absence due to accident, illness, or quarantine each year, and any days not used will be accumulated by the certificated employee for use if necessary during the succeeding years. After all ~~earned~~ **accumulated** sick leave days at full pay have been used and additional absence due to illness or accident is necessary, the certificated employee shall be compensated at ~~not less than~~ **fifty (50) percent** of the employee's regular salary **for up to one hundred (100) workdays in each year the employee remains in paid status. in the remainder of the five (5) month period not covered by sick leave.** The ~~District administration~~ may require physician's certification or other proof of illness before allowing payment for days of absence due to illness, accident, or quarantine.

11112 When using accumulated sick leave, an employee may take either a half day of leave or a full day of leave. An absence of more than three (3) hours during the student attendance day, inclusive of lunch, breaks, instructional time, and professional time, shall require a full day of leave.

11113 Employees who need an accounting of accumulated sick leave days may obtain this information upon request to the payroll department. The District shall provide each employee with a monthly accounting of the status of sick leave.

11120 Personal Necessity

11121 A maximum of seven (7) days of accumulated sick leave, section 11111, may be used in any one school year for Personal Necessity. **These days may be used at the employee's discretion. Beyond the absence reporting system, or its equivalent, there shall be no additional reporting requirements for an employee using these days.**

11122 None (0) of the Personal Necessity days may be used for concerted activities, for compensated activities, or for political activities.

11123 ~~A maximum of four (4) days of accumulated sick leave may be used in any one school year for Discretionary Personal Necessity. These days for Discretionary Personal Necessity (or "No-Tell Days") may be used at the employee's discretion, however n~~None (0) of the **Personal Necessity** days may be used before or after a holiday, holiday weekend, or vacation period **without prior approval by the Superintendent or designee. Such approval shall be requested at least ten (10) workdays prior to the absence unless emergency circumstances preclude such prior approval. In that case, the reason for the leave shall be submitted to the Superintendent or designee for approval or denial within five (5) workdays of the return from leave. Beyond the absence reporting system, or its equivalent, there shall be no additional reporting requirements for an employee using these days. The Superintendent or designee shall respond within ten (10) workdays of the request.**

11124 ~~Any Personal Necessity days beyond those described in 11123 must be Authorized Personal Necessity. Authorized Personal Necessity is defined to mean that the employee had no other reasonable choice than to take a leave during the contract workday and that the leave has been authorized by the Assistant Superintendent of Human Resources or her/his designee.~~

~~11125~~ — Each employee desiring to use the days specified in 11124 must request leave by completing and submitting the appropriate form to the Assistant Superintendent of Human Resources or her/his designee. Said form may be submitted before the leave but must be submitted within five (5) workdays after returning from leave. The specific nature of the Personal Necessity, and why it satisfies the definition in sections 11124, must be indicated. Requests of a personal or confidential nature may be presented orally to the Assistant Superintendent of Human Resources or designee.

11130 Bereavement

11131 Bereavement: 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. ~~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. The leave shall be completed within twelve (12) months of the date of death of the family member unless this timeline is extended due to extenuating circumstances with the approval of the Superintendent or designee.~~ No deduction will be made for such absences. Employee's Family Members Covered in This Section: employee's ~~parent, mother, father,~~ stepparent, **grandparent, grandmother, grandfather, child, son, daughter,** stepchildren, grandchildren, spouse, domestic partner, ~~child-in-law son-in-law, daughter-in-law, sibling, brother, sister, sibling-in-law, 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 ~~parent, mother, father, grandparent, grandmother, grandfather, child, son, daughter,~~ stepchildren, and grandchildren.

11132 Bereavement: No Loss of Pay or Sick Leave – One (1) day of leave with pay may be granted, following conferral with the ~~site administrator~~ **supervisor** and with the permission of the ~~Assistant Superintendent of Human Resources~~ or designee, due to the death of a current student or a former student still enrolled at the employee's school site.

11133 Bereavement: No Loss of Pay or Sick Leave – One (1) day of leave with pay may be granted, following conferral with the ~~site administrator~~ **supervisor** and with the permission of the ~~Assistant Superintendent of Human Resources~~ or designee, due to the death of another employee at the employee's school site.

11134 Bereavement: Loss of Sick Leave - ~~Three (3)~~ **Five (5)** days of leave with pay may be granted to employees with the permission of the ~~Assistant Superintendent of Human Resources~~ or designee **due to each death in the extended family. 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 twelve (12) months of the date of death of the family member unless this timeline is extended due to extenuating circumstances with the approval of the Superintendent or designee.** Leaves described in this paragraph will be deducted from the employee's sick leave. ~~Spouse's or domestic partner's~~ **Only family members not specified in 11131 are covered by this section include: son-in-law and daughter-in-law.**

11135 Bereavement: Loss of Sick Leave - One (1) day of leave with pay may be granted to certificated employees, with the permission of the ~~Assistant Superintendent of Human Resources~~ or designee to attend funeral services for a person not described above. This leave will be deducted from the employee's sick leave.

11140 Jury Duty

11141 District employees may be absent from duty to serve on a jury or to appear as a court witness (private business excluded) without loss of pay.

11142 Any amount paid for services on a jury or as a witness will be deducted from the employee's salary, only when the employee, at the request of the District, has provided proof that ~~he/she has~~ **they have** actually received such payment.

11150 Industrial Accident and Illness

11151 Regularly employed certificated employees shall be eligible for an industrial accident leave because of occupational injury or illness. The number of days of leave allowed for one accident, or the total number of days allowed in one fiscal year for one accident, shall not normally exceed sixty (60) school days. (The District may grant up to a maximum of thirty [30] additional days of sick leave if approved by the ~~Assistant Superintendent of Human Resources~~ or designee when an employee's malady is verified. The District may request its physician to verify the need for the extended days of sick leave under this policy.) During this period of absence, the employee shall receive that portion of the monthly salary which, when added to the temporary disability compensation, will not exceed the regular monthly salary. Before salary payments can be made to an absent employee under provisions of the policy, the required Employer's Report of Industrial Injury must be on file with the ~~Assistant Superintendent of Human Resources~~ or designee. When entitlement to an industrial accident leave has been exhausted, all sick leave benefits accrued as a District employee shall commence. For payroll purposes, the sick leave shall begin on the first workday following the termination of the industrial accident leave. If the employee continues to receive workers' compensation while on sick leave, ~~he/she they~~ may elect to take that portion of ~~her/his their~~ accumulated sick leave, which, when added to the temporary disability compensation, will not exceed ~~her/his their~~ regular monthly salary. During all paid leaves of absence as described, the District shall deduct all money directly received by the employee under the Workers' Compensation law from the employee's salary. The District shall in turn issue the adjusted salary warrant to the employee. The employee shall secure a medical release before being permitted to return to work. Allowable leave of absence, as described in this section, shall not be accumulated from one year to another.

11160 Military Absence

11161 Employees who are members of any reserve corps of the armed forces of the United States or the National Guard, or who are inducted, enlist, or are otherwise ordered to active military duty, shall be granted such leave and military leave pay as provided in the Military and Veterans' Code.

11162 Any military training or leave initiated by the employee should be scheduled at the convenience of the District.

11170 Immigration or Citizenship Processing

11171 A maximum of five (5) days of accumulated sick leave, section 11111, may be used in any one school year to address immigration or citizenship processing with the permission of the Superintendent or designee.

11200 ~~With Partial Compensation~~ Temporary Reduction in FTE

11210 Employees may request a leave of absence to temporarily work less than a 1.0 FTE ("Temporary Reduction in FTE").

11220 A Temporary Reduction in FTE may be granted at the District's discretion, upon recommendation of the Superintendent or designee.

11230 A Temporary Reduction in FTE must be requested by February 1 for the following school year and shall last one school year.

~~11240~~

11240 When an employee is granted a leave with partial compensation **Temporary Reduction in FTE**, the employee shall be compensated at not less than 50 percent of the employee's regular salary receive compensation prorated by their FTE fraction.

11250 An employee returning from a Temporary Reduction in FTE will remain at their current site if the site has an available role for the employee. If the site does not have an available role for the employee, the employee will be placed in a position based on the needs of the district.

~~11220~~ Professional Organizations

~~11221~~ An employee may request leave with partial compensation for the purpose of attending a meeting, conference, convention, or event sponsored by a professional organization with a reasonable connection to the employee's assigned responsibilities.

~~11222~~ The leave shall be requested as far in advance as possible.

~~11223~~ The leave may be granted at the District's discretion, upon the recommendation of the Assistant Superintendent of Human Resources or designee and the site administrator.

~~11224~~ The total time granted to any one employee for such leaves shall not exceed six (6) work days in any one work year.

11300 Without Compensation

11310 Authorized Voluntary Absence

11311 Voluntary absence for reasons not covered in the Agreement may be granted by the Assistant Superintendent of Human Resources or designee. Prior approval is mandatory, although extenuating circumstances will be considered. The employee's daily rate of pay shall be charged against the annual salary for all voluntary absences.

11320 General Leave of Absence

11321 Any employee may request a General Leave of Absence. Such leaves may be requested for whatever purpose the employee desires, except they shall not be granted and cannot be used for the purpose of employment in any other public, private, or charter school.

11322 A General Leave of Absence may be granted at the District's discretion, upon recommendation of the Assistant Superintendent of Human Resources or designee.

11323 A General Leave of Absence shall not last less than one semester or more than one year.

11324 Termination of a General Leave of Absence must coincide with the start of a semester.

11325 Employees on a General Leave of Absence shall not receive pay but may purchase benefits (pay the full cost) at their own expense.

11326 An employee taking a General Leave of Absence must sign an agreement that the Assistant Superintendent of Human Resources or designee will be notified in writing not less than sixty (60) days before the expiration date of the leave, or before February 1, whichever is earlier, of her or his their intention to return. If the Assistant Superintendent of Human Resources or designee is not notified as herein provided, the position will be considered to be vacant. At least ten (10) days before the notice is due, the Assistant Superintendent of Human Resources or designee will remind the employee of this obligation by registered letter.

11327 Employees returning from a General Leave of Absence are assured employment in the District. However, when no certificated vacancy exists for which they are qualified, the employee will be placed on the substitute list and will be paid the regular certificated salary until such time

as an appropriate vacancy occurs. Employees placed on the substitute list are entitled to full fringe benefits.

11330 Educational Leave

11331 Any employee may request and, upon the recommendation of the ~~Assistant Superintendent of Human Resources~~ or designee, may be granted an Educational Leave for the purpose of pursuing personal educational improvement that pertains to the employee's assigned duties and/or may be reasonably expected to enhance the work skills of the employee.

11332 Educational Leaves, when granted, will be for not less than a semester and not more than two (2) years.

11333 Before beginning an Educational Leave, the certificated employee must sign an agreement that the ~~Assistant Superintendent of Human Resources~~ or designee will be notified in writing not less than sixty (60) days before expiration date of the leave, or before February 1, whichever is earlier, of the employee's intention to return. If the ~~Assistant Superintendent of Human Resources~~ or designee is not notified as herein provided, the position will be considered to be vacant. At least ten (10) days before the notice is due, the ~~Assistant Superintendent of Human Resources~~ or designee will remind the employee of this obligation by registered letter.

11334 An Educational Leave will be approved not more than once in five (5) years for any one individual.

11335 Employees on an Educational Leave shall not receive pay but may purchase benefits (pay the full cost) at their own expense.

11336 Employees returning from an Educational Leave are assured employment in the District. However, when no certificated vacancy exists for which they are qualified, the employee will be placed on the substitute list and will be paid the regular certificated salary until such time as an appropriate vacancy occurs. Employees placed on the substitute list are entitled to full **fringe** benefits.

11340 A written rationale for the rejection of a leave without compensation as provided in this section shall be made available to the employee upon request.

11400 Family Leave

11410 The District shall comply with the Family Leave Act (FMLA) and the California Family Rights Act (CFRA). The District shall administer such Acts to include the following provisions:

11411 Family members shall include domestic partners as such term is defined and applied elsewhere in this Agreement.

11412 Employees may use accumulated sick leave, section 11111, ~~to use~~ in conjunction and concurrently with a family care leave under this section to care for a family member, subject to all certification and related requirements of the FMLA and CFRA.

11413 The District shall provide employees the opportunity to continue to receive medical benefits, at the employee's expense, upon the expiration of FMLA/CFRA leave consistent with COBRA requirements.

11420 Pregnancy Disability Leave

11421 Pregnancy Disability Leave (PDL): Pregnancy, miscarriage, childbirth, and recovery (hereafter referred to collectively as "pregnancy" for purposes of sections 11420 and subsections) shall be treated as a disability. Therefore, accumulated sick leave, section 11111, may be utilized

by an employee for absences due to pregnancy when a statement from the individual's physician indicates that the employee is unable to work.

11430 ~~CFRA~~ Child Bonding Leave

11431 Child Bonding Leave: Pursuant to the California Family Rights Act (CFRA), employees may elect to utilize up to ~~12 sixty (60) additional weeks workdays~~ for child bonding leave; ~~concurrently or~~ after the conclusion of any PDL. Any child bonding leave taken must be concluded within one year of the birth of the child or placement of the child with the employee in connection with the adoption or foster care of the child by the employee.

11432 Enhanced Child Bonding Leave: **Up to thirty (30) workdays of Enhanced Child Bonding Leave may be utilized per birth, adoption, or foster placement. For each year of service with San José Unified, an employee shall earn one (1) calendar week of enhanced Child Bonding Leave. All references to "weeks" in 11430 and its subsections refer to calendar weeks.** This leave is fully paid, **is not deducted from the employee's accumulated sick leave, and runs concurrently with PDL and/or shall be utilized pursuant to CFRA.** ~~A maximum of six (6) weeks of Enhanced Child Bonding Leave may be utilized per birth, adoption, or foster placement. If the employee earns more than six (6) weeks of enhanced Child Bonding Leave, the balance may be utilized for an additional birth, adoption, or foster placement.~~

11433 Pursuant to **section 11111 and** Education Code section 44977.5, if an employee exhausts accumulated sick leave prior to expiration of the ~~12-week sixty (60) workday~~ child bonding leave, the employee shall be entitled to ~~differential pay as defined in Education Code section 44977.5~~ **fifty (50) percent of the employee's regular salary** for the balance of the ~~12-week sixty (60) workday~~ period.

11434 Employees shall provide the District with at least thirty (30) days prior notice of intent to take child bonding leave, except in the case of emergency.

11440 Reproductive Loss Leave

11441 Pursuant to Government Code section 12945.6, an employee may take up to five (5) days of leave following a miscarriage, unsuccessful assisted reproduction, failed adoption, failed surrogacy, or stillbirth. The leave shall be concluded within three (3) months of the event entitling the employee to the leave or the end date of any leave taken prior to or immediately following the event and may be unpaid except that an employee may use accrued sick leave.

~~11440~~

11450 Unpaid Child Care Leave

~~11441~~

11451 Any employee shall be granted an Unpaid Child Care Leave upon written request to the ~~Assistant Superintendent of Human Resources~~ Superintendent of Human Resources or designee. The Unpaid Child Care Leave shall begin upon the birth or adoption of a child OR after the employee stops using the benefits granted under sections 11420 or 11430.

~~11442~~

11452 An Unpaid Child Care Leave may continue for up to a maximum of two years for any one birth or adoption: the remainder of the work year in which the child is born or adopted and the following work year.

~~11443~~

11453 The provisions of sections 11324, 11325, 11326, and 11327 shall apply to Unpaid Child Care Leaves.

~~11450~~

11460 The parties shall develop and regularly update a reference guide detailing all family leave options available to employees. This reference guide shall detail all options available through the contract, state statutes, federal statutes, and the district's benefits package. Human Resources shall make this reference guide available to all employees.

11500 ~~SJTA~~ Catastrophic Leave Bank

~~11510~~ Pursuant to Education Code section 44043.5, ~~the SJTA~~ Catastrophic Leave Bank is a voluntary program that grants additional paid leave to participating members in catastrophic circumstances after they have exhausted their accumulated sick leave.

~~11520~~ Pursuant to Education Code section 44043.5, subdivision (f), all functions, responsibilities, conditions, and obligations regarding the SJTA Catastrophic Leave Bank are exclusively within the discretion and purview of the Association to establish and modify, including, but not limited to, eligibility requirements for participation in the SJTA Catastrophic Leave Bank.

~~11530~~ Association and District representatives shall meet and confer as necessary to establish the manner in which the District will perform ministerial duties necessary for the Association to administer the SJTA Catastrophic Leave Bank.

~~11540~~ The Association shall indemnify and hold harmless the Board, its members, and agents against any and all claims, demands, or suits or any other action arising from the Association's administration of the SJTA Catastrophic Leave Bank.

~~11550~~ Since all substantive terms and conditions related to the SJTA Catastrophic Leave Bank reside with the Association and not in this Agreement, any disputes or challenges regarding the Catastrophic Leave Bank shall not be subject to any grievance or complaint procedures contained in this Agreement.

11510 Bank Membership and Contributions

11511 Membership in the Catastrophic Leave Bank shall be voluntary, but membership shall be available to all employees. Employees may apply for membership in the Bank by donating a day to the bank through the District's automated leave request system or completing the "Membership Application Form."

11512 Employees who are not currently members of the Bank may join by contributing a minimum of one (1) day of their accumulated sick leave during the annual open enrollment period. For employees new to the District, their membership year shall commence the day after their contribution. For all other employees, their membership year shall commence October 1st.

11512.1 Employees whose first work day is after the open enrollment period or less than twenty (20) work days before the open enrollment period concludes may become a member of the Bank by submitting their initial contribution under Article 11512 within twenty (20) work days of their first day of paid service.

11513 Employees who are currently members of the Bank may renew their membership by contributing a minimum of one (1) day of their accumulated sick leave during the annual open enrollment period.

11514 When the Association determines that the Bank has a surplus of days, the Association may elect to renew all current memberships without requiring a contribution under Article 11513.

11515 The first day of the open enrollment period shall be the first day of the work year. The last day of the open enrollment period shall be September 30.

11516 The Bank's membership year shall be October 1 to September 30.

11517 All contributions made to the Bank are irrevocable.

11520 Administration of the Bank

11521 The Association President shall appoint a Catastrophic Leave Bank Committee of at least three (3) members to administer the Bank. The Association shall keep confidential all information related to the reason for Catastrophic Leave and only disclose such information to the District as necessary to administer the Catastrophic Leave Bank.

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

11523 The Association will remit any completed copies of the "Membership Application Form" to the Superintendent or designee within fifteen (15) calendar days of receiving the form from the employee.

11524 By November 15 and again by March 15 of each year the District will submit to the Association a list of all current members of the Bank, together with the current balance of accumulated days in the Bank.

11530 Grants from the Bank

11531 The need for catastrophic leave is caused by an illness or injury that has incapacitated, that is expected to continue to incapacitate an employee for an extended period of time, and that requires the employee to be absent from work.

11531.1 To be eligible for a grant from the Bank, a first-year employee must suffer the incapacitation after completing the process described in 11511.

11531.2 To be eligible for a grant from the Bank, all other employees must suffer the incapacitation during a membership year in which they were a member of the Bank.

11531.3 To be eligible for a grant from the Bank, the employee's incapacitation must last, or be expected to last, for more than ten (10) work days.

11532 Applicants for catastrophic leave must submit their request to the Association using the "Request for Catastrophic Leave Form" and include all information required by the form.

11533 Days of catastrophic leave granted from the Bank shall commence after the exhaustion of fully paid sick leave.

11533.1 Employees shall be granted days at the rate of one day for each day of absence and shall receive their full pay during this time.

11533.2 Grants of catastrophic leave that are made after an employee has exhausted fully paid sick leave can be applied retroactively to cover the period from the time sick leave is exhausted to the time the grant is made.

11534 The employee will continue to receive District-paid benefits while receiving days from the bank.

11535 A maximum of two hundred fifty-five (255) days may be distributed to any one applicant during any five-year period.

11540 Exclusions

11541 Employees receiving workers compensation benefits for industrial illness/injury shall not be entitled to use the Bank until such time as the workers compensation benefit is exhausted.

11542 Employees who are injured or become ill while on an unpaid leave of absence are not entitled to use the Bank until such time as they are scheduled to return from the leave and have exhausted their accumulated sick leave.


11550 Hold Harmless

11551 Upon application to the Bank for catastrophic leave the applicant must sign the Release of Liability agreement contained in the "Request for Catastrophic Leave Form."

11552 Approval or denial of requests is at the discretion of the Association and not subject to the provisions of Article 6000 of the Agreement, provided that applicants may appeal the decision of the **Catastrophic Leave Bank** Committee to the Association's Board of Directors whose decision will be final.

For SJTA:



Kristen Bernhardt
Bargaining Chair


Michael Hickey
Executive Director

Date: Dec. 11, 2025

For SJUSD:


J. Dominic Bejarano
Assistant Superintendent


Gregory J. Dannis
Legal Counsel

Date: December 11, 2026

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

ARTICLE 14000
TEACHING CONDITIONS AND SAFETY

14100 **Workspace, Equipment, and Materials**

14110 The District will furnish to bargaining unit members required instructional materials, including but not limited to textbooks, teacher editions, testing materials, **required student materials**, and other necessary materials and equipment, and such non-teaching employee services necessary to conduct the school and meet District curriculum requirements. No **employee bargaining unit member** shall receive an overall evaluation rating of “Does Not Meet Standard” based on a lack of instructional materials or the inadequacy of the physical space provided for instruction. Employees will make effective, **and** economical, ~~and proper~~ use of such materials and equipment: **for professional purposes.**

~~14110~~

14111 All reasonable efforts shall be made to have sufficient duplicating equipment, **supplies (e.g., staples, toner, white, and colored copy paper)**, and/or services continually available to employees at all sites.

~~14120~~

14112 All reasonable efforts ~~will~~ **shall** be made to keep site **Audio Visual (AV)** equipment properly maintained **and functioning.**

~~14130~~

14120 The District will maintain an administrative regulation ~~regarding~~ **covering** the intended purpose of funds allocated to school sites for the purchase of instructional materials. (See SJUSD ~~Board Policy 6162~~ **Administrative Regulation 0420.**)

~~14140~~

14130 Each **employee bargaining unit member** shall be assigned to a workspace with appropriate space and furniture for students and the employee.

~~14141~~

14131 When ~~an employee~~ **a bargaining unit member** is assigned to one (1) or more workspaces at a single site, the site administration shall designate one (1) of the workspaces as the ~~employee's bargaining unit member's~~ **primary workspace.**

~~14142~~

14132 The primary workspace shall include an individually equipped workstation, which is sufficient to carry out the ~~employee's bargaining unit member's~~ **required tasks**, as well as access to reasonable storage.

~~14143~~

14133 ~~Employees~~ **Bargaining unit members** should normally have access to their primary workspaces before school and after school in accordance with District policy. ~~Employees~~ **Bargaining unit members** should also normally have access to their primary workspaces for **at least seven (7) calendar days** before the first day of instruction and for **at least four (4) calendar days** after the last day of instruction.

14134 All reasonable efforts shall be made, in consultation with lead teachers or department chairs consistent with section 9300 and its subsections, to minimize the impact

on bargaining unit members' primary workspaces when they are used for afterschool programs and/or facility rentals. Impacted bargaining unit members shall have access to an alternate and available suitable space when needed to accommodate other professional responsibilities (e.g., IEP meetings, grading) while their classroom is in use.

~~14144~~

~~14135~~ It is the intent of the site administrators to make classroom assignments that allow ~~employees bargaining unit members~~ to have sufficient time to move between multiple assigned workspaces.

~~14150~~

~~14140~~ Professional materials may be requested throughout the year and will be allocated based on the needs of the District.

14141 Consistent with section 9300 and its subsections, site administrators shall consult with their lead teachers or department chairs regarding the allocation of school financial resources in the School Plan for Student Achievement (SPSA) and a process for requesting supplies.

~~14160~~

~~14150~~ Bilingual teachers will be offered professional development and curricular materials to support bilingual instruction. This professional development may include, but not be limited to, mentor teachers, instructional coaching, conference attendance, and release time for collaboration with colleagues.

~~14200~~ Bargaining unit members shall not be responsible for custodial services. Custodial services include, but are not limited to, washing windows and floors. Custodial services shall be provided for each workspace. *[moved to 14230]*

~~14300~~ All monies collected by bargaining unit members shall be accounted for and given to the site principal or designee on the day they are collected. *[moved to 14720]*

~~14400~~

14200 Facility Conditions

14210 The District shall endeavor to provide and maintain a safe place of employment. ~~Employees Bargaining unit members~~ shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health and safety. All ~~employees bargaining unit members~~ shall endeavor, in the course of performing the duties associated with their employment, to be alert to unsafe practices, equipment or conditions, and report any such unsafe practices, equipment or conditions to their immediate supervisor. No ~~employee bargaining unit member~~ shall be required to work in or perform tasks in situations where established governmental agency guidelines are not being followed.

14220 The District shall comply with all health, safety, and sanitation requirements imposed by local, state, and federal laws and regulations.

14230 Bargaining unit members shall not be responsible for custodial services. Custodial services include, but are not limited to, washing windows and floors. Custodial services shall be provided for each workspace. *[from 14200]*

~~14400~~ The District shall endeavor to provide and maintain a safe place of employment. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health and safety. All employees shall endeavor, in the course of performing the duties associated with their employment, to be alert to unsafe practices, equipment or conditions, and report any such unsafe practices, equipment or conditions to their immediate supervisor. No employee shall be required to work in or perform tasks in situations where established governmental agency guidelines are not being followed.

~~14410~~ The Contract Advisory Committee will examine the facilities and equipment in which employees work and seek to remedy any problem. **[moved to 14360]**

~~14420~~

14240 Ventilation system filters shall be cleaned yearly.

~~14430~~

14250 Regular classrooms, and other work locations as feasible, in which **employees bargaining unit members** are required to work, shall have a functioning heating, ventilation, and air conditioning (HVAC) system.

~~14431~~

14251 A regular classroom is defined as a location that was designed and intended for use as a traditional classroom.

~~14432~~

14252 A functioning HVAC system should heat or cool the room to between 64°F and 77°F.

~~14433~~

14253 No **employee bargaining unit member** shall be required to work in a regular classroom that is less than 59°F, except for that period of time necessary to bring portable heating devices and raise the temperature above 59°F or for that reasonable period of time necessary to find an alternate and available suitable space.

~~14434~~

14254 No **employee bargaining unit member** shall be required to work in a regular classroom that is greater than 82°F, except for that period of time necessary to bring portable cooling devices and lower the temperature below 82°F or for that reasonable period of time necessary to find an alternate and available suitable space.

~~14435~~

14255 **Employees Bargaining unit members** shall be responsible for informing their supervisors when HVAC systems are not functioning, when rooms are colder than 59°F, and when rooms are warmer than 82°F.

~~14440~~

14260 Each regular assigned workspace shall have access to an operable outside telephone line. **All reasonable efforts shall be made to keep clock, bell, and public address systems properly maintained.**

~~14450~~ Any assault, verbal or physical, upon an employee by either students or adults shall be reported promptly to the site principal or immediate supervisor. The report shall contain the employee's name, the date, and the location of the assault, a description of the assault, and the name of the person(s) making the assault, if known. The site principal or immediate supervisor will take action as soon as possible to remedy the situation. In cases of physical assault or the imminent threat of physical assault, the site principal or immediate supervisor shall call for immediate police response. **[moved to 14510]**

~~14460~~ *The San Jose Unified School District Student/Parent and Staff Information Handbook shall be available electronically to each employee.* **[moved to 14740]**

~~14470~~

14270 When construction or maintenance work is required at a school site, the District shall schedule and conduct such work in a manner that preserves the school's educational environment to the greatest extent possible.

14280 A bargaining unit member who identifies a problem with any of ~~The Contract Advisory Committee~~ will examine the facilities and equipment in which **employees they work shall be responsible**

for informing their supervisor, who shall communicate with the District as applicable to and seek to remedy any the problem. *[from 14410]*

14290 Information regarding the status of any work order submitted on behalf of a bargaining unit member shall be shared at their request.

14300 Climate

The District and the Association recognize that a safe, positive school and workplace are essential to the well-being and success of both students and employees. The parties share a mutual interest in fostering environments that are inclusive, supportive, and grounded in evidence-based practices. To achieve this interest, the parties shall endeavor to build a positive climate for all students and employees.

14310 The District shall provide bargaining unit members with strategies and information on how to contribute to a positive climate.

14320 Bargaining unit members shall endeavor, in the course of performing the duties associated with their employment, to incorporate District-provided strategies and information on how to contribute to a positive climate.

14330 Administrators shall share relevant school and workplace climate data with bargaining unit members as part of the development of the SPSA.

14340 District-provided forms and platforms shall be used to enter and maintain data on school and workplace climate. Every effort shall be made to avoid redundancies in data collection systems.

14400 Student Supports

14410 The District shall endeavor to ensure all students receive appropriate school-based social and emotional supports, behavior supports, and health services. Bargaining unit members shall provide school-based social and emotional supports, behavior supports, and health services consistent with their credential and as outlined in their job description.

14420 In accordance with Education Code sections 48900 and 48900.5, the District shall endeavor to address challenging student behaviors with research-based alternatives to suspension and expulsion that are more likely to improve behavioral and academic outcomes than suspensions and expulsions. The District shall endeavor to offer bargaining unit members professional development on such research-based alternatives.

14430 Bargaining unit members shall endeavor, in the course of performing the duties associated with their employment, to use District-provided alternatives to suspensions when addressing challenging student behaviors.

14431 In accordance with Education Code section 48910, a teacher may suspend a student from their class for the day of the suspension and the day following. The student shall not be placed in another regular class scheduled at the same time as the class from which the pupil was suspended during the period of suspension. The teacher shall immediately report the suspension to the site administrator and, as soon as possible, ask the parent or guardian of the student to attend a parent-teacher conference regarding the suspension. An administrator shall attend the parent-teacher conference at the request of the teacher.

14431.1 After a suspension, when requested by the teacher or site administrator, they shall meet to discuss potential supports to address the circumstances preceding the suspension.

14500 Emergency Procedures and Protocols

~~14450~~

14510 Any assault, verbal or physical, upon ~~an employee~~ a **bargaining unit member** by either students or adults shall be reported promptly to the site principal or **relevant** immediate supervisor. The report shall contain the employee's name, the date, and the location of the assault, a description of the assault, and the name of the person(s) making the assault, if known. The ~~site principal or immediate supervisor~~ **relevant administrator** will take action as soon as possible to remedy the situation. In cases of physical assault or the imminent threat of physical assault, the ~~site principal or immediate~~ **relevant** supervisor shall call for immediate police response. *[from original 14450]*

14520 The District shall comply with all safety and emergency preparedness requirements imposed by local, state, and federal laws and regulations.

14530 The District shall maintain procedures and protocols to protect student and employee safety in case of natural disasters, intruders, medical emergencies, and/or other emergency situations.

14540 Consistent with section 9300 and its subsections, site administrators shall consult with their lead teachers or department chairs when determining how to locally implement District emergency procedures and protocols.

14550 All bargaining unit members shall endeavor to follow emergency procedures and protocols during emergency situations. When applicable, bargaining unit members shall serve as disaster service workers pursuant to Government Code section 3100.

14560 The District shall provide communication to bargaining unit members affected by an emergency in accordance with District policy.

~~14500~~ The District and individual school sites shall develop guidelines for visitors to District schools and worksites, and shall include these guidelines in the San Jose ~~José~~ Unified School District Student/Parent and Staff Information Handbook. These guidelines shall include reasonable parameters on classroom visits and the review of classroom materials by adults. The District shall provide for the regulation of visits to school sites by adults in a manner that promotes the safety of students and teachers, and minimizes the disruption or interference with instructional activity. *[moved to 14750]*

14600 The District shall review the implementation of and/or concerns raised pursuant to sections 14200 and its subsections and 14500 and its subsections through a District Safety Committee.

14610 The Association President or designee shall serve on the District Safety Committee.

14700 Other Provisions

~~14600~~

14710 The District will defend any bargaining unit member, pursuant to state law, if legal action is brought against the bargaining unit member as a result of performing duties within the course and scope of their employment.

14720 All monies collected by bargaining unit members shall be accounted for and given to the site principal or designee on the day they are collected. *[from original 14300]*

~~14700~~

14730 Reimbursement for Loss, Destruction or Damage of Instructional Property

~~14710~~

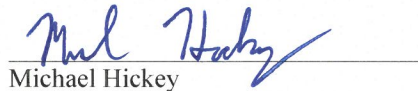
14731 The maximum reimbursement for the loss, destruction or damage by arson, burglary or vandalism of personal instructional property used in the schools of the District is ~~one two~~ thousand dollars ~~(\$1,000)~~ **(\$2,000)**. Such instructional items shall be limited to those deemed necessary by the principal and the employee for the enhancement of the educational program. Reimbursement shall be made only when approval for the instructional use of the personal instructional property in the schools was given before the property was brought to school and when the value, not to exceed ~~one two~~ thousand dollars ~~(\$1,000)~~ **(\$2,000)**, was agreed upon by the employee bringing the property and the school administrator or her/his designee at the time approval for its use was given. Agreements about the necessity and value of the personal instructional property shall be renewed each school year. The employee's established negligence, however, will negate any claim whatsoever.

14740 The San ~~Jose~~ **José** Unified School District Student/Parent ~~and Staff Information~~ Handbook shall be available electronically to each employee. *[from original 14460]*

14750 The District ~~and individual school sites~~ shall develop guidelines for visitors to District schools and worksites, and shall include these guidelines in the San ~~Jose~~ **José** Unified School District Student/Parent ~~and Staff Information~~ Handbook. These guidelines shall include reasonable parameters on classroom visits and the review of classroom materials by adults. The District shall provide for the regulation of visits to school sites by adults in a manner that promotes the safety of students and teachers, and minimizes the disruption or interference with instructional activity. *[from original 14500]*


For SJTA:

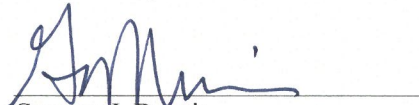

Kristen Bernhardt
Bargaining Chair


Michael Hickey
Executive Director

Date: December 11, 2025

For SJUSD:


J. Dominic Bejarano
Assistant Superintendent


Gregory J. Dahnis
Legal Counsel

Date: December 11, 2025

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

ARTICLE 16000
EVALUATION

The purpose of this Evaluation System is to ensure high quality teaching in every classroom. The System is based on the following elements:

- Clear expectations, methods for support and means of accountability with opportunities for:
 - Specific feedback about areas for professional development; and
 - Meaningful discourse about areas of strength and improvement.
- A broad context of evaluation in which multiple and diverse measures are used to assess teacher effectiveness.
- Use of data for the sole purpose of enabling teachers and evaluators to assess areas of strength and development.
- Support for continuous growth and improvement such that quality educators are attracted to and remain in the District, knowing their effectiveness and productivity will be measured fairly and validated.

16100 Employee Classifications

16110 The term “teacher” in this Article shall include all bargaining unit members.

16120 A Temporary Teacher is defined by law and Article 30000.

16130 A Probationary Teacher is a teacher who is not temporary and who has not earned permanent status in the District.

16140 A Permanent Teacher is a teacher who has earned permanent status in the District.

16200 Roles and Participants in the Evaluation System

16210 Administrator Evaluator (AE): A District administrator who is credentialed and legally authorized to perform evaluations of certificated employees.

16220 Consulting Teacher (CT): A teacher who is released full time to gather evidence to inform and validate evaluations and to participate in the System with the AE. All references to CTs as “evaluators” refer to this partnership role; however, the AE retains the exclusive role of the official evaluator as prescribed by law and is signatory on the evaluation document.

16221 Whenever possible, CTs will conduct evaluations in areas in which they have curricular and/or grade-level expertise.

16222 The Teacher Quality Panel (TQP) may hire part-time or full-time interim CTs for a one-year term to participate in an evaluation for which no current or incoming CT has specific curricular and/or grade-level expertise. Screening and selection procedures for interim CTs shall be at the discretion of the TQP.

16223 To ensure they can complete their tasks, CTs will have caseload limits that balance the workload required to observe, evaluate, and support their assigned teachers. **-These caseload limits will be determined, monitored, and revised as necessary by the TQP co-chairs or designee(s) in accordance with section 27610.**

16224 CTs will be hired for a three-year term. CTs will be eligible to serve a maximum of two consecutive terms. Time spent as a part-time or full-time interim CT shall neither count against nor be prohibited by this limit.

16225 The immediate supervisor of CTs is the administrator co-chair of the TQP **or designee**. The TQP co-chairs **or designee(s)** shall coordinate the work of the CTs. *[second sentence moved from 16237]*

16226 The District and Association will consult over training programs for CTs. *[moved from 16237]*

16230 Teacher Quality Panel (TQP)

16231 The TQP shall be made up of five exemplary teachers and five exemplary administrators. TQP decisions shall require the approval of three teacher members and three administrator members.

16232 Members shall serve three-year terms, with at least one teacher and at least one administrator term expiring each year. Positions shall be filled by application. ~~The CAC (Contract Advisory Committee, see Article 3300)~~ **The TQP co-chairs, SJTA President or designee, and Superintendent or designee** shall jointly review all applications, but the SJTA President shall appoint all teacher members and the Superintendent shall appoint all administrator members. ~~When the initial TQP members are appointed, the SJTA President and Superintendent shall each indicate which of their respective appointees will serve one and two year terms.~~

16232.1 TQP members appointed to fill an unexpired term shall fill the remainder of that term.

16232.2 When any member of the TQP is on an extended leave of absence, an alternate TQP member may be appointed to cover the leave. The SJTA President or designee shall appoint alternate teacher TQP members and the Superintendent or designee shall appoint alternate administrator TQP members.

16233 SJTA appointees to the TQP shall be compensated with an annual stipend as described in Appendix D. **Alternate TQP members shall receive the stipend prorated by the number of months they serve.**

16234 The TQP's work shall be coordinated by two non-voting co-chairs who are not among the ten members described above. An administrator co-chair shall be appointed each year by the Superintendent, and a teacher co-chair shall be appointed each year by the SJTA President. The teacher co-chair shall be a full-time release position. The immediate supervisor of both co-chairs is the Superintendent/~~designee or designee~~.

16235 To fulfill the responsibilities described in this Article within the contractual and statutory timelines, the TQP will normally meet several hours each ~~week~~ **month outside of the instructional day during the school year, and on occasional release days during the school year; and several weeks each summer, but the. The TQP will also normally complete asynchronous work assigned by the TQP co-chair(s).** The TQP shall set its own meeting calendar.

16236 **At least annually,** ~~the~~ TQP will submit ~~at least annually~~ a report to the Superintendent and the SJTA President detailing its activities and making recommendations for improvements to the System.

16237 The TQP shall ~~select~~ **participate in the** CTs hiring process. ~~The TQP co-chairs shall coordinate the work of the CTs. [moved to 16225] The District and Association will consult over training programs for CTs. [moved to 16226]~~

16240 Teacher Assistance Program (TAP)

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

16242 Teachers in TAP will participate in a Full Evaluation Cycle in the year immediately following their release from TAP.

16243 The operations of TAP are defined in Article 26000.

16300 Evaluation Cycle for Temporary and Probationary Teachers

16310 Temporary and Probationary teachers shall be evaluated every year using the Full Evaluation Cycle. All references to Probationary Teachers in section 16300 and its subsections shall refer to and include Temporary Teachers, unless stated otherwise below.

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

16330 Observations

16331 For all Probationary Teachers the AE and the CT shall each conduct two rounds of evaluation.

16332 The first round of evaluation by each evaluator will conclude on a date determined each year by the TQP but no later than the last workday of January. The second round of evaluation will conclude on a date determined each year by the TQP but in sufficient time to satisfy the provisions of section 16510.

16333 The evidence used in either round of evaluation must be from multiple classroom observations, at least one of which must be a full-lesson observation. The evaluator should provide informal communication following each classroom observation.

16334 All observations may be unannounced, but none shall take place before the Probationary Teacher has met both evaluators and been acquainted with the logistics and expectations of the evaluation system through the orientation process set forth in section 16510.

16335 For teachers in the final year of probationary status permitted by law, at least one full-lesson observation in the first round of evaluation shall be conducted jointly by both evaluators.

16336 For teachers in something other than the final year of probationary status permitted by law, at least one full-lesson observation in the second round of evaluation shall be conducted jointly by both evaluators.

16337 For the purposes of this article, a full-lesson observation for a classroom teacher must last for a minimum of 45 minutes. For non-classroom personnel the length of a full-lesson observation may be less than 45 minutes by mutual agreement of the employee and evaluator(s).

16340 Support Plans

16341 Probationary Teachers who are rated “Does Not Meet Standard” at any point during the evaluation process shall participate **with both evaluators** in writing and implementing a support plan. Supports to be provided will be identified in the plan.

16342 The support plan will contain an action plan that specifically addresses the areas of concern identified during the observations of the teacher. This support plan ~~should~~ **shall** include specific action steps, associated timelines, and expected outcomes after implementing the support plan. **Any support provider who is referenced in the support plan shall be informed as soon as possible and, when feasible, consulted before the plan is finalized.**

16350 Recommendations of the TQP

16351 When a Probationary Teacher is in the last year of probationary status possible by law, the AE and CT shall submit all evaluation documents and supporting documentation to the TQP by the last workday in January.

16352 When a Probationary Teacher is not in the last year of probationary status possible by law, the AE and CT shall submit all evaluation documents and supporting documentation to the TQP by the first workday in April.

16353 The TQP will review all evaluation materials for each Probationary Teacher and make a recommendation to the Superintendent regarding the teacher's status for the next school year.

16354 The recommendation of the TQP and the ultimate decision of the Board of Education shall not be subject to any grievance or complaint procedures contained in this Agreement.

16355 When a Probationary Teacher is in the last year of probationary status possible by law and that teacher is non-reelected for the next succeeding school year, the Board of Education shall notify the teacher of that decision by March 15.

16356 When a Probationary Teacher is not in the last year of probationary status possible by law and that teacher is non-reelected for the next succeeding school year, the Board of Education shall notify the teacher of that decision by May 15.

16360 Temporary and Probationary Teacher Outcomes

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

16362 The TQP may approve an alternate evaluation timeline and procedure for a Temporary and Probationary Teacher if that teacher's first day of service would prevent compliance with the timelines described in this Article.

16363 The TQP may make one of three (3) findings regarding a Temporary Teacher:

16363.1 the temporary teacher "Meets Standard"

16363.2 the temporary teacher "Does Not Meet Standard"

16363.3 the temporary teacher cannot be adequately evaluated

16364 The District shall ultimately determine whether a Temporary Teacher shall be released or reemployed.

16365 The TQP may make one of three (3) recommendations regarding a Probationary Teacher:

16365.1 the granting of permanent status, if permitted by law

16365.2 the granting of an additional year of probationary status, if permitted by law

16365.3 non-reelection

16366 Only recommendations that meet the approval requirement in section 16231 shall be forwarded to the Board of Education. The Board of Education shall exercise its authority under section 16720 even in the absence of an approved recommendation.

16367 The District and the Association will jointly pursue amending the California Education Code as necessary to enable both the granting of permanent status after the first year of probationary status and the granting of a third year of probationary status. In the absence of such an amendment and with the recommendation per 16365.2, the District and the Association shall jointly seek an individual waiver with the California State Board of Education to grant said teacher an additional year of probationary status.

16400 Evaluation Cycles for Permanent Teachers

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

16411 Permanent Teachers shall complete a Full Evaluation Cycle during their second year of permanent status.

16412 Following the second year of permanent status, a teacher shall complete a Full Evaluation Cycle every third year unless otherwise stated in this Agreement.

16413 In all other years Permanent Teachers shall participate in a Professional Growth Cycle.

16414 If it becomes necessary to rebalance the number of permanent evaluations in any given year, in the district or at a school site, the TQP may delay a cohort of permanent evaluations by no more than one year, provided assignment to the cohort is made randomly.

16420 Professional Growth Cycle

16421 The forms and procedures for the Professional Growth Cycle shall be contained in the Teacher Evaluation System Handbook.

16422 During the first semester, the AE and the teacher shall meet and discuss the prompts provided on the Professional Growth Cycle Fall Form.

16423 During the second semester, the AE and the teacher shall meet and discuss the prompts provided on the Professional Growth Cycle Spring Form.

16424 Copies of the forms associated with the Professional Growth Cycle shall be kept in the teacher's site and personnel files.

16430 Notices of Concern

16431 In a year in which a Permanent Teacher is scheduled for a Professional Growth Cycle, the employee's supervising administrator may request a Full Evaluation Cycle by filing a Notice of Concern with the TQP.

16432 The Notice of Concern must detail the reasons for which the administrator has determined a Full Evaluation Cycle is warranted, including a list of the occasions on which perceived deficiencies were observed and how those issues were discussed with the teacher.

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

16434 If the TQP approves the Notice of Concern by the end of the first semester, the Full Evaluation Cycle shall take place during the current school year; but if the TQP approves the Notice of Concern during the second semester, the Full Evaluation Cycle shall take place during the following school year.

16440 Full Evaluation Cycle

16441 An AE will evaluate the Permanent Teacher using the forms found in the Teacher Evaluation System Handbook. -The evaluation shall produce an overall rating of “Meets Standard” or “Does Not Meet Standard.”

16442 The evidence used in the evaluation must be from multiple classroom observations, at least two of which must be full-lesson observations. (For the purposes of this article, a full-lesson observation is defined in section 16337.) The AE should provide informal communication following each classroom observation.

16443 The first full-lesson observation and informal communication should be completed by the end of the first semester.

~~16443~~

16444 The initial evidence collection must conclude and the AE must present the completed, written evaluation to the teacher by the last workday in January. This written evaluation is hereafter referred to as the Winter Evaluation.

~~16444~~

16445 When a Permanent Teacher receives an overall “Does Not Meet Standard” on the Winter Evaluation, the teacher and the AE shall jointly develop a support plan within ten (10) instructional days of the presentation of the Winter Evaluation. **The support plan will contain an action plan that specifically addresses the areas of concern identified during the observations of the teacher. This support plan shall include specific action steps, associated timelines, and expected outcomes after implementing the support plan. Any support provider who is referenced in the support plan shall be informed as soon as possible and, when feasible, consulted before the plan is finalized.**

~~16445~~

16446 The completed support plan shall be in place for at least twenty (20) instructional days before another full-lesson observation is conducted.

~~16446~~

16447 Following an overall rating of “Does Not Meet Standard” on the Winter Evaluation, the Permanent Teacher may request that the TQP assign an appropriate CT. This request shall be made within ten (10) instructional days of the completion of the support plan. Upon receipt of the request, the TQP shall assign a CT. The TQP shall make every attempt to assign a CT with appropriate curricular and/or grade level expertise.

~~16447~~

16448 The AE and the CT, if a CT is requested, shall each collect evidence after the support plan is in place, including evidence from at least one jointly conducted full-lesson observation. The AE and the CT, if a CT is requested, shall each use this evidence to produce their own updated, written evaluation.

~~16448~~

16449 The AE and the CT, if a CT is requested, shall present their written evaluations to the teacher by a date determined each year by the TQP but in time to satisfy the provisions of section 16510. -These written evaluations are hereafter referred to as the Spring Evaluation.

16450 Outcomes

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

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

16453 After a Full Evaluation Cycle is concluded, an employee's supervising administrator may request that a Permanent Teacher participate in a Full Evaluation Cycle the following year by filing a Notice of Concern with the TQP under Section 16430.

16454 When all evaluators rate a Permanent Teacher as "Does Not Meet Standard" on the Spring Evaluation, following execution of a support plan, the teacher shall be moved into TAP.

16455 When the AE and CT do not agree on the overall rating on the Spring Evaluation, all of the evaluation documents and supporting documentation shall be forwarded to the TQP. The TQP shall determine whether the overall rating is "Meets Standard" or "Does Not Meet Standard." When the TQP determines that the teacher "Does Not Meet Standard", the teacher shall be moved into TAP. -When the TQP fails to make a determination and the AE's evaluation has an overall rating of "Does Not Meet Standard," the teacher shall be moved into TAP.

16500 General Provisions

16510 By a teacher's twenty-fifth (25th) workday of paid service in the school year in which the evaluation is to occur, the evaluator(s) shall hold an orientation with the teacher, individually or as a part of a group, to review the Evaluation System process, including timelines, forms, and the standards used in the process. -In accordance with Education Code Section 44663(a), each teacher's evaluation cycle shall conclude no later than 30 calendar days before the last instructional day of the school year.

16520 Class size, ~~intellectual abilities of the learners~~ **student behavioral needs, student learning profiles**, availability of support personnel, materials, the learning environment provided, and other pertinent factors will be considered by the evaluator in the final assessment of the teacher's performance.

16530 When arriving at a final assessment of a teacher's performance, the evaluator(s) shall consider extenuating circumstances that may have impacted the teacher's performance.

16540 Evaluator(s) shall base their assessment upon direct observation, on materials and evidence generated as part of a support plan or Teacher Assistance Program, and upon information that can be substantiated to be factual.

16550 Detailed daily or weekly lesson plans may be required by the evaluator(s) as part of a support plan when it has been demonstrated through the Evaluation System that improvement in this area is needed and that a lesson plan can assist in fulfilling this need.

16560 For reasonable cause, a teacher may appeal to the TQP for an alternate evaluator. -The TQP may grant such requests, at its discretion.

16570 Subject to Article 34000 (Academic Freedom), the personal life of a teacher shall not become a part of the performance evaluation.

16580 All of the documents described in this Article, including but not limited to evaluations and support plans, may be recorded electronically, provided that the completed documents are discussed in a face-to-face meeting.

16600 Teacher Evaluation System Handbook

16610 Each year the Teacher Evaluation System Handbook (hereafter referred to as the Handbook) shall be made available electronically to all bargaining unit members and administrative evaluators.

16620 The TQP shall be responsible for the content of the Handbook and for approving any amendments to the Handbook.

16621 Before amending the Handbook, the TQP shall survey evaluators and evaluated teachers, seeking recommendations for amendments.

16622 Draft Handbook amendments shall be publicized by May 1 of each year.

16623 The TQP shall receive written comments on any proposed amendments to the Handbook for at least 30 calendar days.

16624 The TQP shall hold at least one public meeting to discuss any proposed amendments to the Handbook.

16700 Other Provisions

~~16710 Funding~~

~~16711 The parties agree that expenditures for the Evaluation System shall not exceed the revenues that the parties have agreed shall be dedicated to establish and maintain the System.~~

~~16712 If revenues are insufficient to maintain the Evaluation System, the parties shall meet and negotiate the extent to which the System should be terminated or modified to bring expenditures into line with revenue.~~

~~16720~~

~~16710~~ District Reservation of Rights

~~16721~~

~~16711~~ Nothing herein shall preclude the Board of Education from examining information which it is entitled by law to review in connection with the evaluation of and/or decision to retain in employment certificated employees.

~~16722~~

~~16712~~ Nothing herein shall modify or in any manner affect the rights of the Board/District under provisions of the Education Code relating to the employment, classification, retention, or non-retention of certificated employees.

~~16723~~

~~16713~~ Nothing herein shall modify or affect the District's right to issue notices (of unsatisfactory performance and/or unprofessional conduct) pursuant to Education Code section 44938.

~~16730~~

~~16720~~ Employee Protections and Rights

~~16731~~

~~16721~~ Non-Management. Functions performed pursuant to this Article by bargaining unit members, including but not limited to serving as a Consulting Teacher or Teacher Quality Panel member, shall not constitute either management or supervisory functions as defined in the EERA (i.e., Government Code section 3540.1, subdivisions (g) and (m)). Teachers serving in the aforementioned capacities retain all rights of bargaining unit members.

~~16732~~

~~16722~~ Hold Harmless. The District shall hold harmless bargaining unit members serving in the capacities listed in section ~~16731~~ ~~16721~~ above from any liability arising out of their participation in the Evaluation System as provided by law.

~~16733~~

~~16723~~ Right of Representation. When a bargaining unit member is called to a meeting of the TQP, the unit member shall have the right to be represented by the SJTA President's designee.

~~16734~~

16724 Grievability. A teacher shall not have access to the grievance process to challenge the actions, contents of reports, evaluations or decisions of the bargaining unit members serving in the capacities listed in section ~~16731~~ **16721** above.

~~16735~~

16725 Progressive Discipline. Bargaining unit members serving in the capacities listed in section ~~16731~~ **16721** above are subject to Article 18000 (Professional Accountability) regarding disciplinary (as opposed to evaluative) matters, provided, however, that the "third offense" step (Section 18230) shall be removal from the classification described in section ~~16731~~ **16721**.

~~16740~~

16730 Confidentiality

~~16741~~

16731 All proceedings and materials related to the administration of this article shall be strictly confidential subject to section ~~16742~~ **16732** below.

~~16742~~

16732 Bargaining unit members serving in the capacities listed in section ~~16731~~ **16721** above may disclose such information as necessary to administer this article and to comply with law, including participation in proceedings related to dismissal as set forth in the California Education Code.

~~16743~~

16733 Violations of confidentiality shall be addressed through legal recourse other than the contractual grievance process.

~~16750~~

16740 Interruptions in Service

~~16751~~

16741 The TQP may approve an alternate evaluation timeline for any teacher that has an interruption in service that would prevent a Full Evaluation Cycle from being completed. When an alternate timeline is not possible or the TQP is unable to agree on an alternate timeline, the teacher shall complete a Full Evaluation Cycle in the following school year.

~~16752~~

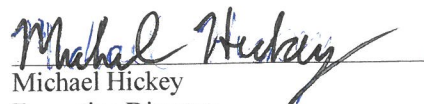
16742 When a teacher's leave of absence during a Professional Growth Cycle prevents the cycle from being completed, the teacher shall be exempted from the cycle and shall begin the following school year as if the cycle had been completed.

~~16753~~

16743 When a permanent teacher is reemployed within 39 months of the teacher's last day of paid service, the teacher shall participate in a Full Evaluation Cycle in the year the teacher returns to service.

For SJTA:

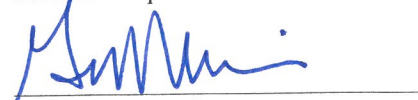

Kristen Bernhardt
Bargaining Chair


Michael Hickey
Executive Director

Date: November 18, 2025

For SJUSD:


J. Dominic Bejarano
Assistant Superintendent


Gregory J. Dannis
Legal Counsel

Date: November 18, 2025

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

ARTICLE 19000
CONSULTATION ON EDUCATIONAL AND PROFESSIONAL MATTERS

19100 Consultation on Educational Matters

19110 Educational matters shall only include:

19111 The definition of educational objectives;

19112 The determination of the content of course and curriculum; and

19113 The selection of textbooks to the extent such matters are within the discretion of the Board of Education.

19120 Consultation procedures for changing or improving the above by teachers shall be as follows:

19121 Ideas for changes or improvements may originate with individual **employees bargaining unit members**, school committees, and/or District committees.

19122 Ideas shall be forwarded to the ~~Assistant Superintendent of Instruction~~ **or designee**, who shall refer the idea to an existing and appropriate advisory committee or, if one does not exist, establish an Ad Hoc Instructional Committee to study the idea.

19123 A majority of the members of any committee considering an idea under Section 19122 shall be **employees bargaining unit members** nominated by the Association **President or designee** and approved by the Superintendent **or designee**. In addition, the Association President or designee shall be an ex officio, non-voting member of all such committees.

19124 The ~~District Superintendent~~ **or designee** and the Association President **or designee** shall schedule committee meetings. These meetings may take place during release time or with compensation as set forth in Appendix C.

19125 Any committee considering an idea under Section 19122 shall submit suggested changes to the ~~Assistant Superintendent of Instruction~~ **or designee**.

19130 The District ~~will~~ **shall** afford representation on all ~~pertinent textbook selection~~ committees **formed to implement section 19110 to teachers bargaining unit members** with appropriate credentials and experience; ~~as nominated by the Association.~~

19131 The Superintendent or designee shall consult with the Association President or designee in an effort to agree on the size, composition requirements, and selection process for the committees.

19140 The Association's President or designee may consult with the ~~Assistant Superintendent(s)~~ **or designee** on appropriate educational matters contained in Section 19110.

19150 The District shall provide reasonable notice to the Association in advance of any recommendation or action to be taken on educational matters.

19200 Consultation on Site Decisions

~~19210 Site leadership teams shall include members of the site faculty.~~

~~19220~~

19210 When feasible and consistent with section 9300 and its subsections, site and program administrators shall consult with their lead teachers or department chairs staffs before making decisions regarding non-negotiable matters and subjects not otherwise covered in this Agreement that pertain to the school-wide educational environment. Examples of such matters are classes to be offered, testing/master schedules, school focus/goals (e.g., curriculum, WASC), development and implementation of the School Plan for Student Achievement (SPSA), school-level implementation of district policies (e.g, dress code, cell phone consequences, supervision), and school practices policies.

~~19230 The bargaining unit members at any school or worksite may elect a faculty advisory council, senate, or other representative body. Such a body should foster mutual communication and mutual effort aimed at enhancing the common good of the school.~~

19300 Consultation on District Committees

19310 When feasible, the Superintendent or designee shall consult with the Association President or designee in an effort to agree on the size, composition requirements, and selection process for any District committee regarding non-negotiable matters and subjects not otherwise covered in this Agreement that pertain to school-wide educational environments.

~~19300~~

19400 Consultation on Hiring Site Principals

~~19310~~


19410 When feasible, before hiring a site principal, the Superintendent or his/her designee may, in his/her discretion, consult with the site faculty.

~~19400~~

19500 The general District procedures for consultation on matters set forth in this Article shall not conflict with law. Only Alleged procedural violations of this Article section 19100 and its subsections are subject to the grievance process (Article 6000). The District's decisions on matters set forth in this Article following appropriate consultation shall not be subject to the grievance process.

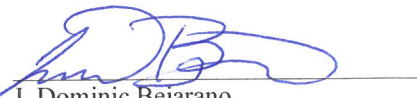
For SJTA:



Kristen Bernhardt
Bargaining Chair


Michael Hickey
Executive Director

Date: Dec. 11, 2025

For SJUSD:


J. Dominic Bejarano
Assistant Superintendent


Gregory J. Dannis
Legal Counsel

Date: December 11, 2025

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

ARTICLE 27000
SPECIALIZED PERSONNEL

27100 General Provisions

27110 “Specialized Personnel” shall include all positions not otherwise specified in this Agreement. These positions include but are not limited to: nurses, counselors, consulting teachers, instructional coaches, athletic directors, activities directors, intervention specialists, librarians, program specialists, school psychologists, and teachers on special assignment.

27111 Specialized Personnel shall be entitled to all the provisions established by this Agreement, unless superseded by this Article.

27112 “Site Specialized Personnel” shall include Specialized Personnel who perform their work primarily at a school site or set of school sites.

27113 “District Specialized Personnel” shall include Specialized Personnel who work out of the central office and/or support sites across the District.

27114 Specialized Personnel shall have one (1) supervisor. The supervisor shall be identified on or before the first work day of the school year.

27120 The professional workday is defined in Article 9000.

27121 Specialized Personnel shall have their reporting times defined by their supervisor at the start of the school year. Specialized Personnel may adjust their reporting times, with the approval of the supervisor, to accommodate responsibilities that must be performed outside of the standard workday, such as evening meetings **or events**.

27122 Specialized Personnel whose primary work assignment involves training other teachers ~~will arrange~~ **shall be allowed** for a flexible schedule to provide training and will not treat those hours as extra compensation under Appendix C. ~~This shall be done with the approval of their supervisor.~~

27123 When Specialized Personnel are required to travel between work sites, the travel time will be counted as part of the workday.

27124 Specialized Personnel shall be entitled to a thirty (30) minute duty-free lunch, but the lunch need not be aligned with that of classroom teachers.

27125 When Specialized Personnel do not provide the full amount of instructional time identified in section 9110, the remainder of the allotted time may be replaced with other supervisor-directed activities.

27130 The professional work year for Specialized Personnel is defined in Article 20000.

27131 Specialized Personnel may, with the approval of their supervisor, exchange workdays from within the school year for days outside the school year.

27132 Payment for time worked in addition to that defined in Article 20000 shall be compensated as defined in Appendix C.

27133 The employee and supervisor shall agree in writing on any exchange of regular school year workdays for days outside of the regular school year and/or any payment for additional time worked, pursuant to section 27131 and/or 27132.

27140 Specialized Personnel may participate in extra duty as set forth in Appendix C, but Specialized Personnel whose primary work assignments involve training other adults will not receive extra compensation for those tasks under Appendix C. Prior approval of the ~~appropriate Assistant Superintendent~~ **or designee** is required if Specialized Personnel are to receive extra compensation for providing training to adults.

27150 Site Specialized Personnel shall not be required, without their consent, to serve as a principal's designee.

~~27160 Right of Return~~

~~27161 The District and the Association may agree in writing that employees moving to a specialized assignment shall have a right of return to their previous assignment (if it exists). The extent of such right (e.g., to the same school or position) shall be as designated in the written agreement applicable to each specialized assignment.~~

~~27162 The written agreement shall also specify when the right of return may be exercised, such as the end of the first year in the specialized assignment or upon expiration of the initial term in the specialized assignment.~~

27170 In addition to the teaching conditions and safety defined in Article 14000, the following subsections shall apply to Specialized Personnel.

27171 Specialized Personnel shall have access to secure storage for the employee's personal effects as well as confidential records and materials.

27172 Specialized Personnel shall have access to a private, fully enclosed meeting area that can support private conversations when their assigned duties would reasonably require the use of such a space.

27173 When feasible, itinerant Specialized Personnel shall have access to appropriate facilities, materials, and equipment when they are at a school site.

27180 When feasible, Nurses-Specialized Personnel shall have input into the design of their workspace when their school site is being remodeled. [from original 27231 and 27350]

27200 School Nurses

27210 Assignments

27211 School nurses, hereafter referred to as nurses, will be assigned based on the needs of the District. Wherever possible, assignments shall be equitable in terms of duties, sites, and/or students serviced. Special education preschool students will be counted in the nurse's caseloads. **Nurses shall have the opportunity to indicate their assignment preferences.**

27212 Notice of assignment for the following year shall be given to all nurses by the end of the current school year ~~whenever possible~~. If changes are necessary at a later time, the affected persons shall be notified as soon as possible.

27213 Structured orientation will be provided for newly employed nurses or nurses changing school levels.

27220 Duties

27221 **Nurses' duties include providing services to students enrolled in after-school extracurricular activities or after-school programs when the services are provided within their reporting times.** ~~Nurses shall not be responsible for students enrolled in after school extracurricular activities or external after-school programs.~~ These programs shall have a plan in place for taking care of sick or injured children.-

27222 School programs having a health component shall endeavor to have the school nurse involved in the planning of the program.

27223 Nurses shall not have to perform supervisory or classroom substitute duties under the terms of Article 9000.

~~27230 Working Conditions~~

~~27231 Nurses shall have input into the design of their workspace when their school site is being remodeled. [Moved to 27170]~~

~~27240~~

27230 Specialized Physical Health Care

~~27241~~

~~27231~~ ~~Except for a~~ Qualified and trained nurses, ~~bargaining unit members shall not~~ **may** be required to provide and conduct necessary specialized health care procedures (SPHC) as part of their regular and ongoing duties. Such duties include, but are not limited to, catheterizations, injections, ileostomies, colostomies, gastrostomies, tracheotomy suction, oxygen administration, gavage feeding, and draining.

~~27242~~

~~27232~~ The District shall provide rubber gloves, and facilities to wash with hot water and antiseptic soap to ~~nurses any bargaining unit member~~ who may come in contact with or be expected to come in contact with bodily fluids.

~~27243~~

~~27233~~ Nurses ~~will~~ **shall** be informed prior to the first day of class of the enrollment of a student with a known IEP and SPHC procedures.

~~27244~~

~~27234~~ Nurses ~~will~~ **shall** be informed prior to the first day of class of the enrollment of a student with known serious health needs.

~~27250~~

27240 Staffing Ratios

~~27251~~

27241 The base staffing ratio for nurses shall be 1.0 FTE for every ~~890~~ 1000 students enrolled in the District plus a 1.0 FTE substitute nurse. This staffing shall be used exclusively to provide direct student services.

~~27252~~

27242 The base nurse staffing shall be allocated to school sites in a manner determined by the ~~m~~Manager of health services **Superintendent or designee**, in consultation with the nurses.

27260 Substitute Nurses

~~27261~~ A substitute nurse shall provide daily substitute service at school sites. On days when no substitute service is needed, the substitute nurse shall work on other projects in the Health Services Department.

~~27262~~ When a nurse is expected to be absent for multiple school days, the District shall attempt to employ an additional short-term substitutes to handle the caseload. *[moved to 27273]*

27250 District Nurses

27251 Nurses may be assigned all or part of their FTE as a District nurse up to a cumulative maximum of 5.0 FTE.

27252 District nurses support all schools. Examples of common tasks performed by District nurses include but are not limited to: coordinating district-wide programs, coaching and coordinating other nurses, and providing onsite support.

27253 The District may require District nurses to cover nurse vacancies or leaves of absence. When a nurse is expected to be absent for multiple school days, the District shall otherwise attempt to employ an additional short-term secure the services of qualified nurse substitutes to handle the caseload cover vacancies or leaves of absence. *[from 27262]*

27300 School Counselors

27310 Counselors provide academic, college and career, and social emotional support, as described in the counselor job description.

27311 Counselors assigned to school sites are hereafter referred to as school counselors.

27312 Counselors assigned to the District office are hereafter referred to as District counselors.

~~27310~~

27320 Assignments

27321 On or before January 31 each year, the Association President and Superintendent or designee shall each appoint up to four (4) members to the District and School Counselor Assignment Committee (DSCAC). The DSCAC shall consult with the Superintendent or designee in determining counselor assignments for the following school year.

27322 On or before March 1 each year, the Superintendent or designee shall project the counselor staffing required to provide the academic, college and career, and social emotional support needed at each school site and in District counselor positions and share it with the members of the DSCAC. The DSCAC shall review the projections and, if necessary, suggest modifications.

27323 On or before April 1 each year, the DSCAC shall build counselor assignments by combining sites with partial FTE allocations. When building assignments, the DSCAC shall consider factors including but not limited to grade levels of the students, geographic proximity, behavioral needs, social-emotional needs, attendance, foster youth, students experiencing homelessness, the special education programs at each site, and the unduplicated pupil percentage. If the DSCAC is unable to reach consensus, the Superintendent or designee shall make the final decision.

27324 On or before May 1 each year, the Superintendent or designee shall invite all counselors to indicate their preferences among the available assignments, including both school and District counselor roles. The Superintendent or designee will then make staffing assignments based on the needs of the students, taking into account counselor preferences, training, credentials, and experience and the continuity of service. School counselors will be assigned based on the needs of the District. Wherever possible, assignments shall be equitable in terms of duties, sites, and/or students serviced. No school counselor shall be assigned to more than two (2) sites. *[last sentence from original 27314]*

27324.1 Notice of assignment for the following year shall be given to all school counselors 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. *[from original 27312]*

~~27311~~

~~27321~~ School counselors will be assigned based on the needs of the District. Wherever possible, assignments shall be equitable in terms of duties, sites, and/or students serviced. *[moved to 27324]*

~~27312~~

~~27322~~ Notice of assignment for the following year shall be given to all school counselors 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. *[moved to 27324.1]*

~~27313~~

27325 School counselors shall spend approximately 1,400 minutes per week providing direct (i.e., face-to-face) counseling services to students (e.g., **individual counseling, group counseling, classroom presentations, push-in services**). The remainder of the school counselor's work week shall be **considered professional time and shall be** spent providing indirect counseling services (e.g., writing reports, record keeping, planning **administrative support for post-secondary applications**, communicating with parents, collaborating/consulting with colleagues).

~~27314~~

~~27324~~ No school counselor shall be assigned to more than two (2) sites. *[Moved to 27324]*

~~27315~~

27326 A 1.0 FTE assignment as a school counselor shall have a maximum caseload (i.e., **number of students the counselor provides ongoing, direct counseling services to throughout the year**) of 400 students. A fractional FTE assignment as a school counselor shall have a maximum caseload prorated by the FTE fraction and then rounded to the nearest whole number. A school counselor may voluntarily accept an extra-duty FTE assignment.

~~27320~~

27330 Duties

~~27321~~

27331 School counselors may be required to participate in IEP and/or SST meetings, but they shall not be required to run or coordinate said meetings unless it is part of their assigned duties.

~~27322~~

27332 Counselors may be required to proctor exams, but such proctoring shall be considered direct counseling services to students. **Testing windows shall be provided to counselors by September 1. Changes to the testing window shall be communicated to affected counselor(s) as soon as possible.**

~~27323~~

27333 School counselors may be required to attend and/or conduct night meetings specific to their position a maximum of four (4) times per year, unless a greater number is mutually determined by the counselor and the supervisor. If a counselor is required to attend Back to School Night, Open House, Promotion, and/or Graduation, it shall count as a night meeting under this section.

~~27324~~

27334 Each site principal, in consultation with all school counselors at the school site and other PPS credential holders serving that site, will develop a site crisis counseling plan, which shall delineate when and in what circumstances each individual counselor may be called upon to counsel students in crisis situations, including students not on their caseload.

~~27325~~

27335 The principal or designee and the school counselors at each school shall meet in the spring of each year to develop a plan to divide the school counseling caseloads and responsibilities for the following year. ~~but~~ **If consensus cannot be achieved**, the principal or designee shall make the final decision.

~~27326~~ ~~The District shall attempt to secure the services of qualified counselor substitutes to cover long-term leaves of absence. [moved to 27363]~~

27340 School Counselor Interns

27341 A school counselor who is participating in a school counselor internship program through an accredited credential program shall be hereafter referred to as a School Counselor Intern.

27350 School Counselor Intern Supervisors

27351 A school counselor assigned by Human Resources to serve as the internship supervisor of a School Counselor Intern shall be hereafter referred to as a School Counselor Intern Supervisor.

27352 Service as a School Counselor Intern Supervisor shall be voluntary extra duty. Each School Counselor Intern Supervisor shall receive one (1) Mentor Stipend listed in Appendix D per School Counselor Intern.

27353 By April 1, Human Resources shall develop a pool of approved School Counselor Intern Supervisors through a process advertised to all eligible bargaining unit members.

27354 All School Counselor Intern Supervisors shall abide by any procedures established by Human Resources.

~~27400~~

27360 District Counselors

27361 Counselors may be assigned all or part of their FTE as a District counselor up to a cumulative maximum of 6.0 FTE.

27410

27362 District counselors support all schools and therefore have no student caseload or service minute limitations. Examples of common tasks performed by ~~d~~District counselors include but are not limited to: coordinating district-wide programs, coaching and coordinating other PPS employees, and providing crisis support.

27363 **The District may require District counselors to cover school counselor vacancies or leaves of absence.** The District shall **otherwise** attempt to secure the services of qualified school counselor substitutes to cover vacancies or leaves of absence. *[from original 27326]*

27400 School Psychologists

27410 Assignments

27411 School psychologists will be assigned based on the needs of the District.

~~27512 School psychologists shall have input on their preferred assignment.~~

~~27513~~

27412 Notice of assignment for the following year shall be given to all school psychologists 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.

~~27514~~

27413 On or before January 31 each year, the ~~SJTA~~ **Association** President and ~~SJUSD~~ Director of Special Education shall each appoint up to two members to the School Psychologist Assignment Committee (SPAC), which shall consult with the Director of Special Education regarding the allocation of available staffing and the assignment of school psychologists for the following school year.

~~27515~~

27414 On or before March 1 each year, the Director of Special Education shall project the allocation of available staffing and the assignment of school psychologists and share it with the members of the SPAC.

~~27516~~

27415 On or before April 1 each year, school psychologists will be informed of all vacancies and movement of special education programs in the district **and have the opportunity to indicate their assignment preferences**. The SPAC shall meet to review projections for the allocation of available staffing and the assignment of school psychologists for the following school year.

~~27517~~

27416 On or before May 1 each year, the SPAC shall meet to finalize the allocation of available staffing and the assignment of school psychologists for the following school year. If the SPAC is unable to reach consensus, the Director of Special Education shall make the final decision.

27420 District School Psychologists

27421 District school psychologists are not assigned to a school site. Examples of common tasks performed by District school psychologists include but are not limited to: on-boarding and training, completing assessments to support site-based school psychologists, managing assessment materials, providing substitute assessment coverage, and covering non-site based psychoeducational assessments.

27430 Staffing Ratio

27431 The base staffing ratio for School Psychologists shall be 1.0 FTE for every 700 students enrolled in the District.

~~27530~~

27440 Duties

~~27531~~

27441 School psychologists shall not be required to perform supervision duties under the terms of Article 9000.

~~27540~~

27450 School Psychologist Interns

~~27541~~

27451 A school psychologist who is participating in a school psychology internship program through an accredited credential program shall be hereafter referred to as a School Psychologist Intern.

~~27550~~

27460 School Psychologist Intern Supervisors

~~27551~~

27461 A school psychologist assigned by Human Resources to serve as the internship supervision of a School Psychologist Intern shall be hereafter referred to a School Psychologist Intern Supervisor.

~~27552~~

27462 Service as a School Psychologist Intern Supervisor shall be voluntary extra duty. Each School Psychologist Intern Supervisor shall receive one (1) Psychologist Intern Supervisor Stipend listed in Appendix D per School Psychologist Intern.

~~27553~~

27463 By April 1, Human Resources shall develop a pool of approved School Psychologist Intern Supervisors through a process advertised to all eligible bargaining unit members.

~~27554~~

27464 All School Psychologist Intern Supervisors shall abide by any procedures established by Human Resources.

~~27600~~

27500 Consulting Teachers

~~27610~~

27510 Collectively, consulting teachers shall have an average caseload of five (5) actively evaluated teachers per 0.2 FTE. Individual consulting teacher caseloads shall be determined as described in Article 16000.

~~27611~~

27511 Extra-duty assignments among consulting teachers shall be permissible, provided said assignment is approved by the TQP.

~~27620~~

27520 Consulting teachers shall receive a Consulting Teacher Stipend, as described in Appendix D. This allowance shall be payable in equal amounts on each regular pay warrant.

~~27621~~

27521 The allowance described in section 27620 shall be prorated by the consulting teacher's FTE.

~~27622~~

27522 Consulting teachers shall possess and maintain an internet-enabled mobile phone, a valid driver license, and a personal **motorized vehicle automobile**.

~~27623~~

27523 Consulting teachers shall not be eligible for mileage reimbursement under Article 29000.

~~27700~~

27600 Instructional Coaches

27610 Instructional coaches provide support with instructional strategies, data, and curriculum and instruction standards alignment, as described in the district instructional coach and site instructional coach job descriptions.

27611 Site instructional coaches shall spend approximately 1,400 minutes per week providing direct (i.e., face-to-face) instructional coaching to teachers (e.g., coaching cycles, professional development). The remainder of the site instructional coach's work week shall be considered professional time and shall be spent providing indirect instructional coaching (e.g., planning and preparing for coaching cycles and/or professional development).

27612 District instructional coaches support all schools and therefore have no direct teacher support specifications.

~~27710~~

27620 Assignments

~~27711~~

27621 Each year the District, in consultation with instructional coaches, will plan the tasks to be accomplished by instructional coaches in each classification. Instructional coaches will **shall** be assigned based on the needs of the District. Wherever possible, assignments shall be equitable in terms of duties, sites, and/or services provided. **Instructional coaches shall have the opportunity to indicate their assignment preferences. Instructional coaches' training, credentials, and experience shall be considered when determining assignments.**

~~27712~~

27622 Notice of assignment for the following year shall be given to all instructional coaches 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.

~~27713~~

27623 Instructional coaches shall be assigned a reasonable number of sites, based upon the tasks required at each site.

~~27724~~

27624 The base staffing ratio for instructional coaches shall be 1.0 FTE for every thirty (30) teacher FTE on the first District staffing sheet published for the school year.

~~27720~~ Duties

~~27741~~

~~27721—The District, in consultation with instructional coaches, will delineate the tasks to be accomplished by instructional coaches in each classification during their workdays.~~

27630 Working Conditions

27631 All reasonable efforts shall be made to notify instructional coaches as far in advance as possible before a professional development they are responsible for planning or presenting.

~~27800~~

27700 Other Specialized Personnel

~~27810~~

27710 Athletic Directors and Activities Directors

~~27811~~

27711 There shall be a 1.0 FTE allocated for an athletic director at each high school site. There shall be a 0.2 FTE allocated for an athletic director at each middle school site.

~~27811—Athletic directors and activities directors who also serve as classroom teachers and who must exchange workdays under section 27131 may exchange one full day outside of the work year for two half days within the standard work year.~~

~~27820~~

27720 Activities Directors

~~27821~~

27721 There shall be a 0.8 FTE allocated for an activities director and 0.2 FTE for leadership allocated at each high school site.

~~27830~~

27730 Intervention Specialists

~~27821~~

27731 Intervention specialists shall be considered Site Specialized Personnel and shall work primarily with students.

~~27832~~

27732 Intervention specialists shall spend approximately 1,400 minutes per week providing direct (i.e., face-to-face) support to targeted student groups (e.g., students who are performing below grade-level, English Learners). The remainder of the intervention specialist's work week shall be considered professional time and shall be spent providing indirect support (e.g., analyzing grade-level or school site assessment data, collaborating with teachers to provide interventions in the classroom).

~~27822 The District shall attempt to assign intervention specialists to no more than two (2) school sites.~~

~~27830~~

27740 Librarians

~~27831~~

27741 The district librarian shall be considered District Specialized Personnel.

~~27832~~

~~27742~~ Should the District hire **certificated** school librarians, the parties shall meet and negotiate their working conditions.

~~27840~~

~~27850~~ Teachers on Special Assignment

~~27841~~

~~27851~~ The Teachers on Special Assignment established by this Agreement are the TQP Co-Chair and the Association President. The parties shall meet and confer prior to the creation of any other special assignment positions.

27750 TQP Teacher Co-Chair

27751 The TQP Teacher Co-Chair shall be considered District Specialized Personnel.

27752 In the year immediately following their first year serving in the position, the TQP Teacher Co-Chair shall have a Right of Return to their previous job classification.

~~27850~~

~~27760~~ Program Specialists

~~27851~~

~~27761~~ Program specialists shall be considered District Specialized Personnel.

27762 Program Specialists shall be assigned based on the needs of the District. Wherever possible, assignments shall be equitable in terms of duties, sites, and/or services provided. Program specialists shall have the opportunity to indicate their assignment preferences.

27763 The base staffing ratio for Program Specialists shall be 1.0 FTE for every thirteen (13) Special Education teacher FTE on the first District staffing sheet published for the school year.

27764 Notice of assignment for the following year shall be given to all Program Specialists by the end of the current school year. If changes are necessary at a later time, the affected person(s) shall be notified as soon as possible.

27770 Student Services Coaches

27771 Student Services Coaches shall be considered District Specialized Personnel.

27772 Student Services Coaches shall be assigned based on the needs of the District. Wherever possible, assignments shall be equitable in terms of duties, sites, and/or services provided. Student Services Coaches shall have the opportunity to indicate their assignment preferences.

27773 There shall be up to 3.0 FTE Student Services Coaches in the District.

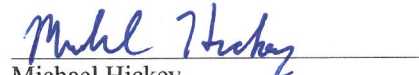
27774 Notice of assignment for the following year shall be given to Student Services Coaches by the end of the current school year. If changes are necessary at a later time, the affected person(s) shall be notified as soon as possible.

ARTICLE 29000
MILEAGE REIMBURSEMENT AND CELL PHONE STIPEND

Unless otherwise specified in this Agreement, ~~District employees~~ **bargaining unit members** who are required by an administrator the District to use their personal automobiles on District-related business ~~will~~ **shall** be ~~eligible~~ **reimbursed** for mileage ~~reimbursements, which will be made~~ at the current IRS standard mileage rate for business travel. **Bargaining unit members who are required by the District to use their personal cell phone on District-related business shall receive the District's monthly cell phone stipend.**


For SJTA:



Kristen Bernhardt
Bargaining Chair


Michael Hickey
Executive Director

Date: Dec. 11, 2025

For SJUSD:


J. Dominic Bejarano
Assistant Superintendent


Gregory J. Dannis
Legal Counsel

Date: December 11, 2025

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

ARTICLE 32000

RETIREMENT AND SEPARATION OF EMPLOYMENT

32100 An individual bargaining unit member may not receive more than one (1) payment under this Article who meets the applicable eligibility requirements listed below shall receive an incentive payment for notifying the District about a planned retirement or separation of employment. For the purposes of this Article, a re-retirement from the District shall be considered a separation of employment.

32200 Notification of Retirement Incentive

32210 Eligibility – All six (6) of the following criteria must be satisfied. Bargaining unit members retiring from the District for the first time who satisfying all six (6) of the following criteria are hereinafter referred to as “retirement recipients.”

32211 Bargaining unit members must officially submit their notification of retirement from San José Unified prior to February 1 of the current school year with an effective date of the last day of the current school year.

32212 The retirement must be ratified by the Board of Education.

32213 Bargaining unit members must retire under a STRS or PERS program at the conclusion of the current school year.

32214 Bargaining unit members must have, at the conclusion of the current school year, at least ten (10) total years of service with ~~San José Unified~~ **the District** at the time of retirement.

32215 Bargaining unit members must be enrolled in a ~~San José Unified~~ **District** health plan at the time of retirement.

32216 Bargaining unit members must be in paid status through the effective date of the retirement.

32220 One-Time, Lump-Sum Payment to Retirement Recipients

32221 Retirement recipients will receive a one-time, lump-sum payment equal to the amount of the Separation Stipend listed in Appendix D plus ~~one-half~~ the amount of the Separation Stipend for each full year of service with ~~San José Unified~~ **the District** beyond the tenth. For purposes of this section a full year of service beyond the tenth year shall be according to the calculation prepared by STRS or PERS in response to the employee’s retirement submission per section 32213.

32222 If the employee is less than a 1.0 FTE, the lump-sum payment shall be prorated by the employee’s FTE fraction.

32223 The one-time, lump sum payment shall be payable on the next regular pay cycle following Board of Education action per section 32212.

32300 Notification of Separation of Employment Incentive

32310 Eligibility – All three (3) of the following criteria must be satisfied. -Bargaining unit members satisfying all three (3) of the following criteria are hereinafter referred to as “separation recipients.”

32311 Bargaining unit members must officially submit their separation of employment notice to ~~San José Unified~~ **the District** prior to February 1 of the current school year with an effective date of the last day of the current school year.

32312 The separation of employment must be ratified by the Board of Education.

32313 Bargaining unit members must be in paid status through the effective date of the separation of employment.

32320 One-Time, Lump-Sum Payment to Separation Recipients

32321 Separation recipients will receive a one-time, lump-sum payment equal to the Separation Stipend listed in Appendix D.

32322 If the employee is less than a 1.0 FTE, the lump-sum payment shall be prorated by the employee's FTE fraction.

32323 The one-time, lump sum payment shall be payable on the next regular pay cycle following Board of Education action per section 32312.

For SJTA:



Kristen Bernhardt
Bargaining Chair


Michael Hickey
Executive Director

Date: September 26, 2025

For SJUSD:


J. Dominic Bejarano
Assistant Superintendent


Gregory J. Dannis
Legal Counsel

Date: September 26, 2025