Jefferson Teachers Association Sunshine Proposal

The Jefferson Teachers Association (JTA) submits the following as proposed changes for the contractual agreement with the Jefferson School District.

To: The Jefferson School District Board of Trustees and the JSD Team: Superintendent Jim Bridges, Emily Stroup, Tessa Bunch and Celli Coeville

From: JTA Negotiation Team: Jennifer Gates, Anne Corbiser, and Jeniene Cruz

Re: JTA Sunshine Proposal for the 2023 - 26 Contract

Article 4 - Organizational Security/Payroll Deduction

4.1.3 - ***With respect to all sums deducted by the District pursuant to authorization of the unit member, for membership dues, the District agrees promptly to remit such monies to the Association along with an alphabetical list of unit members for whom such deductions have been made and any changes that may have occurred since the previous list.***

- JTA proposes that the list of Unit members be given to the Association on the first of every month.

Article 5 - Negotiations Process

5.2.1 - ***Prior to August 31 of each year, the district and the association shall set a date by which they shall begin negotiations on the re-opener articles of, or the successor to, this agreement.***

- JTA proposes that the date to begin negotiation shall begin by October 31st.

Article 6 – Hours/Working Conditions

6.1.3 - ***In addition to the above workday, unit members are responsible for other duties which include, but are not limited to, program development, professional growth activities, parent conferences, committee assignments, faculty and district meetings, special help to student(s), Back-to-School nights, student supervision, Winter Program, Open House and other assignments***

and professional responsibilities which are determined by management to be necessary for the efficient operation of the district.

- JTA proposes to remove the Winter Program from the above language.
- JTA would like the AM/Break/PM duty list more equitable at all four sites.
- JTA proposes that the RSP/SDC teachers will not be on the Break Duty List, but will substitute with an AM or PM duty.
- JTA would like to discuss the possibility of Paraprofessional Aides being assigned to AM/Break/PM duties.
- JTA would like to review the District Independent Study Policy.

6.2.1 - ***All adjunct duties which do not require full faculty participation shall be equitably distributed among unit members. Parties agree that the adjunct duty list at each site will be posted inside the sign-in sheet binder.***

- JTA would like to review the Adjunct Duty list to make it more equitable at all Sites.

6.3.3 – ***Unit members shall not be required to substitute during their preparation periods, except in cases of emergency.***

- JTA proposes that RSP/SDC teachers that do not have solid 45 minute prep, will not be required to substitute on their prep.
- JTA proposes that RSP/SDC teachers will receive one day a month with coverage by a substitute teacher.

6.3.3.1 – ***Unit members who substitute during their preparation periods shall be paid $35.00 per period. If the unit member substitutes less than 15 minutes they shall be paid $17.50. Starting with the 11th instance, the unit member shall be paid $40.00 per period, or if the unit member substitutes less than 15 minutes they shall be paid $20.00.***

- JTA proposes a rate increase to $50 per period or $25 if less than 15 minutes.

6.4 - In Service

- JTA would like the District to consider developing a program like the SJCOE Induction Program for our own employees.

6.5.2 - ***Unit members shall provide instruction for 180 days per year. In addition, there shall be two (2) full teacher workdays, one and a half (1 1⁄2) prior to the first day of student instruction and one half (1/2) after the last day of student instruction. In addition, there shall be one (1) non-student day for parent conferences. On the first day prior to instruction, teachers will be given time to work in their classrooms. The scheduling of such work days for each school year shall be set forth in Appendix B, "School Calendar."***

- JTA proposes that teachers be paid hourly for the extra Keenan courses that are beyond the one half (½) virtual day.

Article 7 - Evaluation

7.6.1 - ***The work of each classroom aide while in the classroom shall be directed by the unit member to whom the aide is assigned.***

- JTA proposes the following language be added: The work/job description of the classroom aides while in the classroom shall be directed by the RSP teacher to whom the aide is assigned.

7.6.3 - ***The district shall make a good faith effort to offer unit members the opportunity to discuss his/her needs and state preferences before assigning instructional aides.***

- JTA proposes that the following language be added. “For every FTE RSP teacher, there will be assigned a 5.5 hour aide and a 3 hour paraprofessional aide to support servicing students.”
- JTA proposes the addition of the following language. ”Moderate Severe Special Day Class shall be staffed at a 2:1 student/adult ratio. Mild Moderate Special Day Class shall be staffed at a 4:1 adult student ratio. Preschool classrooms should

be staffed with 2 full time aides at the beginning of the school year to accommodate program growth throughout the school year."

Article 8 - Vacancies, Transfers, Assignments

8.4.4 - ***Before the implementation of any involuntary transfer, the district will meet with the unit member being transferred within 5 days to review the district's needs and reasons for such a transfer. District will consider seniority in the district when assigning involuntary transfers. The district agrees to continue to determine seniority as outlined in Article 8.7.***

- JTA would like to discuss this article with the District team.

8.6 - Notification of Assignment

- JTA proposes a title change for SDC and RSP teachers to "Education Specialists".

Article 9 - Leaves

9.2.1 - ***Unit members shall be granted 75 hours of Sick Leave with pay each year. This leave shall be available for use on the first day of the service year.***

- JTA proposes an increase of 90 hours of Sick Leave with pay each year.
- JTA would like to discuss the categories of sick days vs. personal days

9.2.1.5 - ***Deductible sick leave may be taken in half hour increments during the first two hours of the workday (8:00 a.m. – 10:00 a.m.) or the last two and a half hours of the workday (1:00 p.m. – 3:30 p.m.). Unit members will be responsible for requesting their sub when using this type of leave. This type of leave will be allowed for a maximum of five (5) times of no more than two and a half (2 1⁄2) hours each day. This leave cannot be taken on Monday afternoons without prior approval of the site administrator.***

- JTA would like clarification on this article. JTA would like to update the language to reflect that unit members may take off half hour to two hour increments and be deducted by the time taken off. This type of leave will be allowed for a maximum of 10 hours.

9.4.5.1 - ***Up to three (3) unit members shall be granted discretionary use of Personal Necessity days at the same time.***

- JTA proposes that the up to five (5) unit members shall be granted discretionary use of Personal Necessity days at the same time.

9.8 - ***A unit member shall be granted Bereavement Leave for the death of, or in time of war MIA notification for any member of the immediate family. This leave shall be for three (3) days, unless travel of more than two hundred fifty (250) miles each way is required; in such case the length of the leave shall be for five (5) days.***

- JTA would like to propose language change that reflects that this leave shall be for three to five days regardless of the distance/miles away.

Article 10 - Safety

10.2 - ***A unit member may suspend a student from his/her class for any of the acts enumerated in Section 48900 for the day of suspension and the day following. The unit member shall immediately send the student to the principal for appropriate action. As soon as possible, the unit member shall ask the parent/guardian of the student to attend a parent-teacher conference regarding the suspension. If practicable, a school counselor or a school psychologist may attend the conference. A school administrator shall attend the conference if the teacher or the parent so requests. The student shall not be returned to the class from which he/she was suspended, during the period of suspension, without the concurrence of the unit member and the principal.***

- JTA proposes the following new article. 10.2.2 - Unit members have the right to deny in-house suspension in our classrooms

Article 11 - Association Rights

11.4.3 - ***If available, the District shall provide the Association the name, work location, address, home and personal cellular telephone number, and personal email address of new unit members within 30 days of employment, or at the first pay period following employment unless the unit member has requested this information be withheld to preserve personal privacy. The District agrees to provide the Association with this information for all employees in the bargaining unit twice yearly in October and April.***

- JTA proposes the following language change. The District agrees to provide the Association with this information for all employees in the bargaining unit twice yearly on October 15 and April 15.

Article 15 – Health and Welfare Benefits

- JTA proposes that the District will provide Health Benefits for Retired Teachers based on the number of years in the District.

Article 16 - Salaries

- JTA would like to assist the district in developing a formal form for payroll, retirement, and benefits questions.

16.1 – Salary Schedule

- JTA proposes to increase wages that are comparable to surrounding Districts, and that will attract and retain the highest quality educators.

16.4.1 - ***Errors in current salary schedule placement shall only be corrected during the fiscal year (July 1 through June 30) in which they are discovered. Such correction shall only apply to that fiscal year.***

- JTA proposes a language change to allow for errors to be corrected and paid back for two fiscal years.

16.5.1 - ***Unit members who have earned a Masters and are below 75 units shall receive, in addition to his/her regular scheduled salary, an annual stipend of $1500. (This section shall result in no retroactive adjustment in salary. The new stipend amount will begin July 1, 2018)***

- JTA proposes a stipend increase to the amount of $3000.

Article 18 - Concerted Activities

18.1.2 - ***It is agreed and understood that there will be no lockout, strike, work stoppage, slow-down or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.***

- JTA would like clarification on this article.

Article 21 - Class Size

21.2 - Distribution of Students

- JTA proposes the following regarding RSP caseloads.

    1. RSP caseloads to be set at 23 in August.
    2. K - 8 school sites shall have 2 FTE RSP teachers, sites will not share RSP teachers unless caseload is under 18
    3. One FTE RSP to cover no more than 5 grade levels.
    4. No case manager will service a student that is not assigned to their contracted school site.
    5. Maximum of 10 initial assessments annually per FTE RSP

21.4 - Additional Compensation for more than 31 Students

- JTA would like to discuss overage compensation for SDC teachers.

Article 23 - Summer School

- JTA would like to update to reflect changes to this article.

Article 24 - Special Education

- JTA proposes a new Article 24 to house all Special Education language.

Appendix C - Evaluation Forms

- JTA proposes to form a committee to update Evaluation Forms.

Appendix D - Salary Schedule

- JTA proposes to add a longevity stipend.

Appendix E - Extra Duty Stipend Schedule

- JTA proposes to increase stipends for the following coaching, AD, Yearbook, ASB and mentor stipends.
    Coaches - $850
    AD - $2500
    Yearbook - $1500
    ASB - $1500
    Induction/Mentor - $2000

Appendix F - MOU -Lesson Plans

- JTA proposes to remove this MOU.

Appendix I - MOU - Summer School

- JTA proposes to update this MOU due to it expiring July 1, 2023.

Appendix L - MOU - Class Size

- JTA proposes the following language. “Students from SDC in general education class for more than 50% of the day should count toward the 26 children with extra pay”.
- JTA proposes the following language. The district will pay $50 per month, per period, to teachers, including PE and music, who had more than 32 students in a given period for at least 50% of the school days of each school month; with the exception of August and June. An overage form must be submitted each month to the payroll office.