



**Jurupa Unified School District
Tentative Agreement
October 7, 2022**

The Jurupa Unified School District and the National Education Association - Jurupa enter into the following Tentative Agreement on October 7, 2022, to settle negotiations for the 2022-2023 school years. The Parties have agreed to:

Article XIV - Basic Compensation, Health & Welfare Benefits (Articles XIV and XVII)

- An ongoing 10% salary increase to the salary schedule for 2022-2023, effective July 1, 2022.
- An additional one-time, off schedule 4% payment based on the 2022-2023 salary schedule.

Article XVII - Health & Welfare Benefits

- Increase the Health and Welfare cap by \$768, effective July 1, 2022. This increase will establish an ongoing Health and Welfare allowance of \$12,468.

Article XIII - Work Years

- Revise Section 1.B to provide additional, needed time for High School Counselors prior to the beginning of the school year. This increase in work year would include a commiserate increase to the High School Counselor salary schedules (2.06%). Middle School Counselors will remain the same:

- | | |
|----------------------------------|-------------------------------------|
| ■ <u>High School Counselor</u> | <u>Basic Work Year Plus 14 days</u> |
| ■ <u>Middle School Counselor</u> | Basic Work Year Plus 10 |

Article IV - Association Rights

- Incorporate the Memorandum of Understanding dated October 8, 2020 to revise Section 4:
 - "Each Wednesday is designated as "Association Day", ~~except when a parent conference day is on Wednesday. Thursday shall become "Association Day" for that week.~~ No unit member shall be required to be on duty beyond the regular hours of duty on "Association Day." Unit members whose hours extend beyond 3:15 p.m. shall be excused from non-teaching duties at 3:15 p.m. to attend

scheduled "Association Day" meetings, if they choose to do so." The following are exceptions to "Association Days" as described above:

■ When a parent-conference day is on Wednesday, Tuesday shall become "Association Day" for that week.

■ When a graduation ceremony for one comprehensive high school is scheduled for a Wednesday evening at the end of the school year, Tuesday shall become "Association Day" for that week. The district will make an effort to rotate Wednesday graduations among the comprehensive high schools. No comprehensive high school graduation will be scheduled on Wednesday in consecutive years.

Article VI - Safety

- Add new language to Section 1.A:
 - Including new language regarding the remedial program. As proposed, the end of Section 1.A would read, "The unit member will be invited to participate in development of any remedial program for the pupil."
"1. A unit member against whom an above offense was committed shall report the event to the school site administrator or designee.
"2. The administrator or designee shall make a reasonable attempt to provide the unit member with the form 'NEA-Jurupa unit member contribution to remedial program'.
"3. The form shall also be available digitally for unit members.
"4. The unit member's right to participate in the development of a remedial program shall be waived if the form is not received from the unit member by the school site administrator responsible for student discipline within five (5) work day of the event. This does not preclude administration from taking appropriate action prior to receiving the form."
- Add the following language to the beginning of Section 1.C:
 - "When, in the judgment of a unit member, the presence in class of a pupil represents an immediate physical danger to the unit member, other staff, or students, the unit member may take reasonable and appropriate steps to de-escalate and secure the safety of all parties."
- Add new language to Section 1.G:
 - Including new language after the sentence that ends in the word "tobacco":
"The procedure for notifying unit members shall be:
"1. Provide all unit members with an electronically generated 'discipline report one time per month. The 'discipline report' shall identify all students expelled, suspended, or counseled by school site administrators or counselors for qualifying offenses.

“2. Maintain access to live information regarding students who have committed a qualifying offense within the last three years, to include the student’s name, the date the student committed the qualifying offense, and disciplinary action taken against the students, if any.”

- Revise Section 4:
 - Replacing the word “smog” with “poor air quality”. Replacing “When the smog level reaches .20 of a part of oxidants per million part of air” with “When AQMD determines air quality to be unhealthy”. As proposed, the sentence would read “When AQMD determines air quality to be unhealthy or when the temperature exceeds 90 Fahrenheit, unit members shall be notified and will not be required to engage in strenuous activities.”
- Include in a Tentative Agreement the statement: “The District shall ensure that any unit member, upon request to their site administrator, will be provided with a hand-held radio.”

Article VII - Hours of Duty

- Revise Section 2.D:
 - Include the words “a contiguous block of”. The revised sentence would read, “At elementary school sites, a unit member who is assigned additional, unscheduled student supervision because of inclement weather shall be entitled to a contiguous block of compensatory time off at the earliest available time.”
- Revise Section 2.G:
 - “Except as provided in this Subsection, the division of (90) minutes of on-campus planning/collaboration time must average (on a monthly basis) forty-five (45) minutes of contiguous teacher planning/preparation time and forty-five (45) minutes for meetings, team collaboration, and/or staff development time as determined by the site administrator and leadership team for each minimum day.”
- Revise Section 2.G:
 - To include the phrase “within two (2) weeks of the newly scheduled date” to clarify when unit members will be notified of a date change to a District training. As proposed, the sentence would read, “within two (2) weeks of the newly scheduled date.”
- Revise Section 7:
 - Update language to refer to “Students with an IEP” instead of the current, outdated, “Special students.”
- Revise Section 7.A.4:
 - Update language to reflect current inclusive practices. ~~Full Inclusion. Severely handicapped students~~ Students with mild to moderate or moderate to severe disabilities who are placed enrolled full time into a regular general education classroom for whom curricular, behavioral and/or physical adaptations

may be needed. ~~Full inclusion is that special education option determined by an IEP team or specified in a plan established to meet the requirements of Section 504 of the Rehabilitation Act of 1973 that places a severely handicapped student in an age-appropriate regular education classroom on a full-time basis. The included student is handicapped to such a degree that significant curricular adaptations are required which necessitate the collaboration of regular and special education teachers. Special education services which students require will still be provided, i.e., hearing aides, Braille machine, etc. There is no prerequisite for the student to be included in the regular classroom, and the student is not expected to meet the same curricular standards. "Severely handicapped students" do not include students whose sole handicapped condition is being deaf/hard of hearing, orthopedically impaired, visually impaired or having some other health impairment."~~

- Remove Section 7.C and adjust the labeling of successive subsections. Full Inclusion Funds. ~~Each full inclusion site shall receive an additional allocation of one thousand dollars (\$1,000) to support planning and implementation of the full inclusion program as specified by the IEP team.~~
- Revise Section 7.D (which will become 7.C):
 - To remove "resource specialist or special day class teacher" and replace with "Education Specialist" and remove the last sentence in Section 7.D. The revised section would read, "Release time shall be allocated to unit members who are teachers of identified full inclusion students to provide planning time with the ~~resource specialist or~~ Education Specialist ~~special day class teacher~~ and other support personnel. ~~Release time shall be paid for with the funds specified in Part C above.~~"
- Revise Section 7.E (which will become 7.D):
 - To remove the last sentence in the section. "~~Release time shall be paid for with the funds specified in Part 3 above.~~"

Article VIII - Class Size

- Revise Section 2.A (will be implemented for the 2023-24 school year):
 - Add the word "written" wherever the maximum class size is "unlimited with instructor's approval". As proposed, the maximum class sizes for these classes will read, "unlimited with instructors written approval".
- Revise Section 2.E:
 - Update language to refer to "Students with an IEP" instead of the current, outdated, "Special students."
- Incorporate the MOU dated October 8, 2020 to revise Section 3.B:
 - "The District shall not exceed individual or average caseload limitations as set by law. (Resource Specialist is 28, and Speech and Language Pathologist is 55.)"

Caseloads for ~~special education teachers~~ Education Specialists at the elementary and secondary levels shall not exceed 23.”

- Revise the current Section 3.C:
 - Update language to refer to “Education Specialist” instead of the current, outdated, “RSP teacher.”
- Revise Section 3.E.4.a.4:
 - Update language to refer to “Education Specialist” instead of “SDC teacher.”

Article IX - Evaluation

- Include in the Tentative Agreement:
 - “The District will offer to place permanent status unit members on a three to five year evaluation cycle if 1) they are not currently on a three to five-year evaluation cycle; 2) they have been employed by the district for 10 years or more; 3) they received a satisfactory evaluation during the previous evaluation cycle; and 4) their evaluator consents to the three to five-year cycle.”
- Revise all evaluation and observation documents found in the Appendix and referred to in Article IX to refer to one, combined rating of “Meets / Exceeds Standards” (“M / E”) rather than separate ratings of “Exceeds” (“E”) and “Meets” (“M”). This will be implemented in the 2023-24 school year.

Article XII - Transfer and Reassignment

- Revise Section 2.A:
 - “The Assistant Superintendent Human Resources shall publish a list of anticipated vacancies as they become known. Such lists shall be posted ~~on the Association bulletin board at each school site~~ on the district web page and ~~mailed~~ emailed to the Association...During the summer recess, such notices shall ~~be mailed~~ emailed to the Association ~~to a unit member upon written request.~~”
- Revise Section 2.B:
 - “Notices of vacancies shall be posted on the district web page and emailed to unit members for at least five (5) days ~~on the Association bulletin board at each site~~ before a selection is made.”

Article XV - Extra Compensation

- Offer a retention incentive of \$5,000 to Speech-Language Pathologists upon completion of each school year for the 2022-23, 2023-24, and 2024-25 school years. Unless otherwise agreed upon by the Parties, the incentive will end with the completion of the 2024-25 school year.
- Replace every reference to step and column “B1” for the purpose of calculating compensation with “C2” (approximately a 2.2% increase). This will go into effect upon ratification of this agreement by the Association and the Board of Trustees.

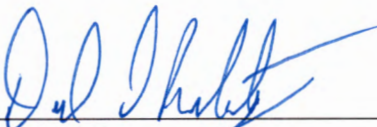
- Revise Section 13.B:
 - ~~A \$1,000 stipend~~ An annual stipend of 2.0% of the lowest starting salary on the Basic Certificated Salary Schedule 101 will be given to certain teachers under the following conditions:...
 - ...4. If the receiving teacher(s) are willing to take the additional students, a stipend of ~~\$1,000~~ 2.0% will be given to the teacher(s) who take the additional students as long as the additional students cause the receiving teacher's class size to go over the contractual class size maximums.
- Regarding Schedule III:
 - Adjust Athletic Director to include Fall (at a ratio of 8.50), Winter (6.00), Spring (6.00).
 - Change the name of the Positive Behavior Intervention & Support (PBIS Coordinator) to "Social/Emotional Learning Coordinator".
 - Incorporate the Memorandum of Understanding dated July 30, 2021 to increase the ratio for English Language Site Facilitators to 3.0.
 - Add a new E-Sports Advisor stipend at the Comprehensive High School, Continuation High School, and Middle School at a 6.00 ratio.
 - Add a new 100 Mile Club Coordinator at the Elementary level at a 3.0 ratio.
 - Agrees to incorporate the MOU dated August 10, 2022:
 - "1. Annual base for each K-6 grade level leader and special education leader. When two or more classes contain TK students, there will be a TK grade level leader."

Inclusion & Special Education

- Implement the MOU dated August 10, 2022 to address issues regarding inclusion for students with IEPs.
- Include in the Tentative Agreement:
 - "The Parties recognize SLP caseloads include all students with IEP-required regular speech and language services."

Other CBA Updates

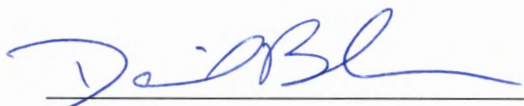
- Update pronouns used in the contract in order to be inclusive of all unit members.



 For NEA-Jurupa

10/17/22

 Date



 For the District

10/07/2022

 Date