



**Jurupa Unified School District
Tentative Agreement
2019-2020 School Year
August 30, 2019**

The Jurupa Unified School District and the National Education Association - Jurupa enter the following Tentative Agreement on August 30, 2019, to settle negotiations for the 2019-2020 school year.

Article XIV - Basic Compensation

The Parties agree to an increase of 2% on the salary schedule effective July 1, 2019.

Article XVII - Health and Welfare

The Parties agree to increase the Health and Welfare cap by \$350 effective July 1, 2019. This increase will establish an ongoing increase to the Health and Welfare allowance from \$11,150 to \$11,500.

Article VII - Hours of Duty

The Parties agree to add the following language to Section 2:

- I. Teacher planning/collaboration time shall be designated each week at each secondary school in the form of one late start day per week. Except as provided in this subsection, forty-five (45) minutes shall be allocated for teacher planning/preparation time. In the event a site administrator desires to deviate from this division of time and desires to use teacher planning/preparation time for meetings, team collaboration, and/or staff development, he/she must provide the teachers as much notice of the deviation as possible and, within one (1) calendar month, ensure that on average, teachers receive forty-five (45) minutes of planning/preparation time per week. The purpose of the late start day is to provide teachers with scheduled team collaboration and planning time

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Article VII - Hours of Duty (cont.)

during the regular work day to focus on high-quality instruction, student work, and student learning goals with the goal of improving student achievement. It is permissible to skip late start days for the purposes of state testing, shortened weeks, or in order to meet minimum requirements for instructional minutes. The Parties agree that the District may cancel a late start day and/or discontinue the late start day at one or more sites upon mutual agreement by both Parties.

The Parties agree to revise Section 6.B as follows: Unit members who participate in Individualized Education Program (IEP) or 504 meetings which extend beyond their regular work day shall be compensated at the contractual hourly rate after 120 minutes per month.

The Parties agree to revise Section 6.C as follows: Special Education teachers will be provided up to ten (10) days of release time each year as needed to prepare for and conduct Individualized Education Program (IEP) meetings at their discretion with reasonable notification to the site administrator for review or approval.

Article VIII - Class Size

The Parties agree to revise Section 2.E as follows:

- 3.a.3) The class size exception(s) shall not extend beyond the first quarter or the ~~45th~~ 30th day of instruction.
- 3.a.4) However, the SDC teacher of the designated class and the District may mutually agree to continue to exceed the class size maximum with continued compensation beyond the ~~45th~~ 30th day.
- 3.b. No class may be initially designated to exceed the maximum after the end of the first quarter or the ~~45th~~ 30th day of instruction, whichever is earlier.

The Parties have agreed to add additional language for Section 2 that would establish a class size maximum of 23 for RSP pull out classes at the secondary level (7-12).

The Parties have agreed to revise Section 2.F, as follows: Summer School/Extended Year Class sizes shall conform to this Agreement from the end of the ~~second~~ first week until the end of the session.

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Article VIII - Class Size (cont.)

The Parties agreed to add language to Section 3.B, as follows: The District shall not exceed individual or average case load limitations as set by law. (Resource Specialist is 28, and Speech and Language Pathologist is 55.) Case loads for special education teachers at the secondary level shall not exceed 23 students.

Article XI - Absences and Leaves

The Parties agree to revise Section 4 in accordance with the MOU for the Catastrophic Leave Bank (see attached MOU).


Article XV - Extra Compensation Assignments

The Parties agreed to revise Section 5 in accordance with the MOU for the hourly rate for the 2019 Summer School Program (see attached MOU). The computation described in number 2 of the MOU shall be used to determine compensation for Summer School Program assignments.

Inclusion

In an effort to support all Teachers and Staff as they work to provide inclusive settings, practices, and programs for students, the Parties agree to the following:

- The District will make an effort to ensure that collaborative classes have appropriate staffing.
- The District will endeavor to avoid involuntarily assigning collaborative classes to general education teachers in consecutive school years.
- The District will communicate in a memorandum to site administrators that the size and composition of collaboration classes are to be maintained at a ratio that is adequate for student success and teacher efficacy.



For NEA-Jurupa

8/30/19

Date



For the District

8/30/19

Date

**Memorandum of Understanding
Between
Jurupa Unified School District
And
National Education Association - Jurupa**

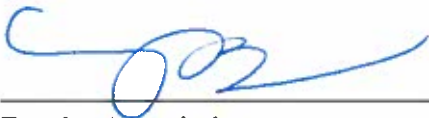
The Parties agree that the Catastrophic Leave Bank (“the Bank”) is a valuable and important benefit for NEA-Jurupa’s members. According to the Collective Bargaining Agreement, when the number of days remaining in the Bank falls below three hundred (300), additional donations shall be requested in order to have sufficient time for members to utilize during catastrophic circumstances. However, for several years, the Bank has failed to reach 300 days. In order to address this situation, the Parties agree to make the following revisions to Article XI - Absences and Leaves, Section 4 - Catastrophic Leave.

B. Donations of Sick Leave to the Bank. Eligible certificated employees may donate accumulated and unused sick leave (as opposed to “advanced”) to the Catastrophic Leave Bank. Donations of sick leave are subject to the following limitations and conditions:

1. An “open enrollment period” shall be offered during the first and last 30 day period during which students are in attendance in each school year to encourage donation by eligible employees. If an employee becomes eligible for the Bank after the “open enrollment period,” he/she may donate within thirty (30) days of gaining eligibility. Initial donation shall be made in whole-day increments with a maximum of three (3) days.
2. Each eligible unit member who is a member of the Bank must donate one (1) sick day ~~within a ten (10)~~ before the commencement of each five (5) year period to remain in the bank, the first ten (10) five (5) year period being 2010/2011 school year, 2019/2020 school year and each subsequent ten (10) year period thereafter beginning on July 1, 2020 and ending on June 30, 2025. If a unit member who is a member of the Bank does not donate one (1) day ~~within the ten (10)~~ during the school year prior to the beginning of the following five (5) year period, the unit member will be removed from the bank at the commencement of the following five (5) year period until a day is donated. Any unit member who ~~donated in the 2009/2010 school year will be counted toward the first ten year period~~ is not a member of the Bank who donates at least one (1) day of accumulated sick leave during the school year prior to the commencement of each five (5) year period or during a five (5) year period will become a member of the Bank and will continue to be a member of the Bank for the duration of that five (5) year period.
3. The donation shall be filed with the District payroll department on a “Certificated Sick Leave Donation Form.” All donations are irrevocable.
4. The sick leave donor may not donate sick leave that would cause his/her personal earned sick leave balance to fall below ten (10) days.
5. If a unit member is currently a member of the Bank and has one or more days of accumulated sick leave at the end of a five (5) year period, the unit member’s membership in the Bank shall be automatically renewed by the deduction of one (1) day of accumulated sick leave from the unit member’s accumulated sick leave. A member of the Bank may opt out of the automatic renewal during the District’s Health and Welfare open enrollment period that immediately precedes the automatic renewal.

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6. The payroll department maintains a permanent list of all employees who have donated to the Bank. An updated copy of the permanent list shall be sent to the Association by November 1st of each year.
7. The payroll department shall give written acknowledgement to each donor at the time his/her donation is received.
8. If the number of days remaining in the Bank falls below three hundred (300), an additional donation shall be requested (but not required) of current members of the Bank. Should such condition arise, the District shall notify the Association, and a joint request shall be made. In this event, subsequent individual donations beyond the initial donation may be made in whole-day increments with a maximum of three (3) days per year.



For the Association



For the District

08/30/19

Date

8/30/19

Date

Memorandum of Understanding

Between

Jurupa Unified School District

And

National Education Association – Jurupa

The Parties agree to make the following amendments/modifications to the current Certificated Collective Bargaining Agreement for the 2019 Summer School Program. Waivers specifically address Article XV – Extra Compensation Assignments – Section 5 – Summer School Workday and Compensation.

1. Summer School shall be compensated using an hourly rate.
2. The hourly rate of pay for work performed during Summer School shall be compensated at an hourly rate equivalent to 0.1243% of B1.
3. The Summer School Hourly Rate for all unit members for 2019 shall be \$67.11.
4. The basic daily Summer School minimum work day at secondary school sites shall be five hours and fifteen minutes, which shall include three hundred (300) minutes of instruction. The work week at these sites shall be a four-day work week for each week of summer school. The work week shall be Monday through Thursday, except for the week that includes the July 4th Holiday. When July 4th falls on a weekday, the week that includes July 4th shall be Monday through Friday, excluding the July 4th Holiday. Compensation for the four-day work week shall remain at least as much as the total amount that is currently paid for a five-day work week.
5. The basic daily Summer School minimum work day at elementary school sites shall be four point six (4.6) hours, which shall include two hundred forty (240) minutes of instruction. The work week shall be a five-day work week for each week of summer school.

The Parties agree to revisit this Agreement in the context of collective bargaining for the 2019-2020 school year and may determine that it be included in the Collective Bargaining Agreement.


For the Association

5/2/19
Date


For the District

5/2/19
Date