

New Jerusalem United Bargaining Unit Master Contract

MASTER AGREEMENT BETWEEN THE NEW JERUSALEM
ELEMENTARY SCHOOL DISTRICT
AND
NEW JERUSALEM UNITED BARGAINING UNIT
July 1, 2025 – June 30, 2028

Kellyann Reis
District Superintendent

Table of Contents

AGREEMENT	2
RECOGNITION.....	2
DEFINITIONS	2
NEGOTIATION PROCEDURES.....	3
PERSONNEL FILES	3
GRIEVANCE PROCEDURE	4
PUBLIC CHARGES	6
HOURS OF EMPLOYMENT	7
LEAVES	7
CLASSIFIED EMPLOYEE EVALUATIONS.....	9
TRANSFERS	9
UNIT MEMBER SAFETY.....	9
INSURANCE BENEFITS	10
STIPENDS	10
STATUS.....	10
CALENDAR.....	10
SALARY SCHEDULE.....	11
APPENDIX A.....	12

ARTICLE I
AGREEMENT

- 1.1. The articles and provisions contained herein constitute a bilateral and binding agreement (“Agreement”) by and between the Governing Board of the New Jerusalem School District (“Board”) and the New Jerusalem United (“Bargaining Unit”), an employee organization.
- 1.2. This agreement is entered into pursuant to Chapter 10.7, Section 3540-3549 of the Government Code (“Act”).

ARTICLE II
RECOGNITION

- 2.1. The Board recognizes the Bargaining Unit as the exclusive representative of all classified employees of the Board – excluding management, confidential and supervisory employees, as designated by the Board – for the purposes of meeting and negotiating.

ARTICLE III
DEFINITIONS

- 3.1. “Unit member” refers to any employee who is included in the appropriate unit as defined in Article II and therefore covered by the terms and provisions of this Agreement.
- 3.2. “Workday” means any day a unit member is required to be present at the school site.
- 3.3. “Negotiate in good faith” means a serious and honest effort on the part of each party to reach agreement.
- 3.4. “Paid Leave of Absence” means that a unit member shall be entitled (a) to receive wages and all fringe benefits including but not limited to, insurance and retirement benefits, and (b) to receive credit for all annual salary increments provided during their leave.
- 3.5. “Unpaid no-benefit leave” means the employee receives no benefit of employment except the right to return to duty assignment as specified by the District. Employee may continue N.J.S. benefits at their own expense.
- 3.6. “Immediate family” means spouse, children, parents, grandparents, siblings or grandchildren of the unit member.
- 3.7. “Family” means any other relative of the unit member.
- 3.8. “Daily rate of pay” means the unit member’s annual salary divided by the number of days they are contracted by the Board to be present for duty.

ARTICLE IV-
NEGOTIATION PROCEDURES

- 4.2.1. At the regular Board meeting in November, the Bargaining Unit shall present its opening proposal in written form for the current school year. The Board shall, upon request and after the Public Disclosure laws have been complied with, meet and negotiate in good faith with the Bargaining Unit regarding proposed changes to their contract. All negotiated changes shall be presented in written form at a public Board meeting for ratification.
- 4.3. Either party may utilize the services of outside consultants to assist in the negotiations.
- 4.4. The Board and the Bargaining Unit may discharge their representative duties by means of authorized officers, individual representatives or committees.
- 4.5. Negotiations shall take place at mutually agreed times and places.
- 4.6. The Board shall furnish the Bargaining Unit with one (1) copy of all prepared District reports that are a matter of public record.
- 4.7. No later than October 15, the Board shall furnish the Bargaining Unit with the placement of personnel on the respective salary schedule as of October 1.
- 4.8. A Board agenda will be submitted to a bargaining unit representative forty-eight (48) hours before the Board meeting and minutes will be given to the Bargaining Unit president ninety-six (96) hours after the Board meeting.

ARTICLE V
PERSONNEL FILES

- 5.1. An employee of the District shall have the right to review the contents of their own personnel file maintained by the New Jerusalem School District. An Bargaining Unit representative may, at the employee's request, accompany them in this review.
- 5.2. The Board shall not base any adverse action against a unit member upon materials which are contained in such unit member's personnel file unless the materials had been placed in the file at the time of the incident giving rise to such materials and the unit member had been notified at such time that such materials were being placed in the file.
- 5.3. No anonymous material shall be placed in the personnel file of a unit member.
- 5.4. A unit member shall be provided any negative or derogatory material before it is placed in their personnel file. They shall also be given an opportunity during the school day, without loss of pay, to initial and date the material and to prepare a written response to such material. The written response shall be attached to the material.
- 5.5. Upon written authorization by the unit member, a representative of the Bargaining Unit shall be permitted to examine and/or obtain a copy of materials in such unit member's personnel file.
- 5.6. The person or persons who draft and/or place material in a unit member's personnel file shall sign the material and signify the date on which such material

was drafted and placed in the file.

- 5.7. The Board shall keep a log indicating the persons who have requested to examine a unit member's personnel file as well as the dates such requests were made. Such log shall be available for examination by the unit member or their Bargaining Unit representative, if so authorized by the unit member.
- 5.8. Access to a Unit Member's personnel files shall be limited to the members of the District Administration on a need to know basis; and to the Board and/or the Administration during Executive Session. The contents of all personnel files shall be kept in the strictest confidence.
- 5.9. Negative or derogatory material in a unit member's personnel file shall be expunged after remaining in the file for a period of three (3) years. Any material related to a hearing in which charges were found unwarranted by an agency or the court of final jurisdiction shall be expunged from the file.
- 5.10. The District shall maintain the unit member's personnel files at the District office.

ARTICLE VI GRIEVANCE PROCEDURE

A. DEFINITIONS:

- 6.1. A "Grievance" is a claim by one or more-unit members that there has been a violation, misinterpretation or mis-application of a provision of this agreement that adversely affects the unit member or members.
- 6.2. An "Aggrieved Person" is the unit member or members making the claim.
- 6.3. A "Party in Interest" is any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. PURPOSE:

- 6.4. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the welfare or working conditions of unit members. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- 6.5. Nothing contained herein will be construed as limiting the right of any unit member having a grievance to initiate a discussion of the matter informally with the Superintendent/Principal, and to have the grievance adjusted without intervention by the Bargaining Unit, provided that the adjustment is not inconsistent with terms of this agreement and that the Bargaining Unit has been given a written copy of the grievance, proposed solution and has had an opportunity to respond in writing prior to the implementation of the solution.
- 6.6. Since it is important that the grievances be processed as rapidly as possible, the time limits specified at each level should be considered to be maximums and every effort should be made to expedite the process. The time limits may, however, be extended by mutual agreement.
- 6.7. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following year, could result in harm to an aggrieved person, the time limits set forth herein will be reduced so that the

procedure may be exhausted prior to the end of the school year or as soon as practicable.

C. PROCEDURE:

- 6.8. **LEVEL ONE:** An aggrieved person will first discuss the grievance with the principal; either directly or through the Bargaining Unit's designated Grievance Representative with the objective of resolving the matter informally.
- 6.9. **LEVEL TWO - ALTERNATIVE ONE:** If the aggrieved person is not satisfied with the disposition of the grievance at Level One, or if no written decision has been rendered within five (5) days after presentation of the grievance, they may file a grievance in writing simultaneously with the Bargaining Unit and the Board within ten (10) days after the written decision at Level One.
- 6.10. Within ten (10) days after receipt of the written grievance by the Board, the Board or its designee will meet with the aggrieved person and a representative of the Bargaining Unit in an effort to resolve it. The decision of the Board will be final and binding on all parties.
- 6.11. **LEVEL TWO - ALTERNATIVE TWO:** The aggrieved person, as an alternative, may request in writing that their grievance be submitted to mediation. If any question arises as to the mediation of the grievance, such questions will be ruled upon by the Mediator before they hear the merits of the grievance.
- 6.12. The parties shall select a mediator from a list of five (5) names furnished by the California State Conciliation Service. Each party shall strike one name in turn until only one name shall remain. First party to strike a name shall be chosen by lot.
- 6.13. The mediator's decision will be in writing and will set forth their findings of fact, reasoning and conclusions on the issues submitted. The mediator will be without power or authority by law and shall be limited in their decision to the enforcement of terms and provisions of this contract. The decision of the mediator will be submitted to the Board and the Bargaining Unit. Either party not satisfied with the decision of the mediator may, within ten (10) days appeal the decision to the Board. The Board shall review the record and within thirty (30) days render a final and binding decision on all parties.

D. RIGHTS OF UNIT MEMBERS TO REPRESENTATION:

- 6.14. No reprisal of any kind will be taken by the District against any participant in the grievance procedure by reason of such participation.
- 6.15. A Unit member may be represented at all stages of the grievance procedure by themselves or at their option by a representative selected by the Bargaining Unit. If a unit member is not represented by the Bargaining Unit or its representative, the Bargaining Unit shall have the right to be present and state its views at any Board of Education meeting or mediation hearing level.

E. MISCELLANEOUS:

- 6.16. Decisions rendered at Levels One and Two of the grievance procedure will be in writing, setting forth the decision and the reasons therefore, and will be transmitted promptly to all parties in the interest and to the Bargaining Unit. Time limits for appeal provided in each level shall begin the day following receipt of written decision by the parties in interest.
- 6.17. When it is necessary for a representative designated by the Bargaining Unit to attend a grievance meeting or hearing during the day, they will, upon notice to their Principal or immediate superior by the President of the Bargaining Unit, be released without loss of pay, sick leave or personal leave in order to permit participation in the hearing. Any unit member who is requested to appear in such meetings or hearings as a witness will be accorded the same rights.
- 6.18. All documents, communications and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.
- 6.19. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be prepared jointly by the District, after consultation with the Bargaining Unit so as to facilitate operation of the grievance procedure.

ARTICLE VII PUBLIC CHARGES

- 7.1. Any citizen or parent complaint about a unit member shall be reported to the unit member within two (2) working days by the administrator or Board member receiving the complaint.
- 7.2. Should the involved unit member or the complainant believe the allegations in the complaint warrant a meeting, the Superintendent shall attempt to schedule a meeting between the unit member and the complainant. At the request of the unit member, an Bargaining Unit representative may be present at the meeting. If the complainant refuses to attend the meeting, the complaint shall not be utilized by the District in any evaluation or disciplinary action against the unit member. This meeting is to take place no later than 5 working days after the complaint has been reported to the unit member.
- 7.3. If the matter is not resolved at the meeting, to the satisfaction of the complainant, they may put their complaint in writing and submit the original to the unit member with a copy to the Superintendent. The written complaint is to be filed no later than 3 working days after the meeting. The unit member shall have the right to respond to the complaint both orally and in writing, and to have any written response attached to the complaint. Documentation utilized during this procedure shall be maintained as confidential and in a file separate from the unit member's personnel file. If no written complaint is received the matter shall be dropped.

- 7.4. Upon receipt of a written complaint, the unit member shall be given time during the duty day, without salary deduction, to review the complaint. If the unit member challenges the truth of the allegations contained in the complaint, they may request an investigation by the Superintendent. A finding to the effect that such allegations are untrue shall result in the immediate destruction of the written complaint. Should the result of the investigation not be satisfactory to the unit member, a grievance may be initiated to determine the validity of the complaint. The Superintendent's investigation of a written complaint is to take no longer than 20 working days after the written complaint is received.
- 7.5. Complaints which are withdrawn, anonymous, deal with a unit member's personal life, shown to be false, or are not sustained by the grievance procedure, shall neither be placed in the unit member's personnel file nor utilized in any evaluation or disciplinary action against the unit member.
- 7.6. Should the grievance procedure show the allegations of the complaint to be true, then the documentation regarding the complaint may be placed in the unit member's personnel file. A unit member will have 10 working days to prepare a response before the complaint is placed in the personnel file. Should the Superintendent's investigation show the allegations of the complaint to be true, and the unit member chooses not to proceed with a grievance, the complaint may be placed in the personnel file. The unit member will have 10 working days to prepare a response, to be attached to the complaint and may also respond verbally.

ARTICLE VIII HOURS OF EMPLOYMENT

8.1 The workdays and the length of the workday shall be designated by the District. Unit members shall receive an uninterrupted lunch period daily.

ARTICLE IX LEAVES

- 9.1 SICK LEAVE: Every unit member shall be entitled to ten (10) days of paid sick leave per regular school year of employment.
 - a. Unused sick leave shall accrue from school year to school year.
 - b. At the beginning of the school year, every unit member shall receive a sick leave allotment credit, equal to their sick leave entitlement for the school year.
 - c. The Board shall provide each unit member with a written statement of (1) their accrued sick leave total and (2) their sick leave entitlement for the school year. Such statement shall be provided no later than October 15th of each school year.
 - d. Sick leave will be granted for the unit member's physical well-being when their family welfare is involved.
- 9.2 PARENTAL LEAVE: The District agrees to provide parental leave; also referred to as maternity or paternity leave, consistent with the requirements set forth in Education Code Section 45196.1.
 - a. The leave is for the birth of a child of the employee or placement of a

child with an employee in connection with the adoption or foster care of the child of the employee.

- b. Employees may only receive one parental leave within a 12-month period.
- c. This leave must be used within one year of the birth or placement of the child.
- d. This leave runs concurrent with CFRA.
- e. Documentation of the birth/placement will be required for all employees.

9.3 INDUSTRIAL ACCIDENT AND ILLNESS LEAVE:

- a. A unit member shall be entitled to sixty (60) days leave.
- b. The total of the unit member's temporary disability indemnity and the portion of salary due them during their absence shall equal their full salary.
- c. A unit member shall be deemed to have recovered from an industrial accident or illness, and thereby able to return to work, at such time as they and their physician agree that there has been such recovery.
- d. An industrial accident or illness as used in this paragraph means any injury or illness whose cause can be traced to the performance of services for the Board.
- e. The Board's report of an industrial accident or illness shall be kept on file in the District office.
- f. The benefits provided in this paragraph are in addition to sick leave benefits. Accordingly, the Board shall not deduct accumulated sick leave from the sick leave allotment of a unit member who is absent as the result of an industrial accident or illness.

9.4 PERSONAL NECESSITY LEAVE: Every unit member shall be entitled, at their discretion, to use up to six (6) consecutive days of their accumulated sick leave allotment in the case of personal necessity subject to the following restrictions:

- a. Within any three-year period, the employee may not take more than one such leave that exceeds two consecutive days. The employee must be full-time and have at least as much sick leave credit available as is requested for such leave.
 - (1) Exceptions may be granted by the administration and if granted, shall not be deemed precedent-setting, and cannot be used as the basis of any grievance against the District or in any unfair labor practice charge if denied.
 - (2) No more than one unit member at any given time may be on such leave.
 - (3) A unit member must request such leave in writing at least two weeks in advance. Such leave may be denied for administrative or other reasonable purposes. Personal necessity means any activity which cannot be conducted before or after the school day without causing inconvenience to the unit member.
- b. A unit member shall not be required to secure advance permission to use personal necessity leave, particularly in those cases enumerated below:

- (1) Death or serious illness of a member of their immediate family.
- (2) Accident, involving their person or property, or the person or property of a member of their immediate family.

9.5 BEREAVEMENT LEAVE:

- a. Every unrepresented District employee shall be entitled to three (3) days of paid leave of absence, or five (5) days if travel of more than 200 miles is involved, because of the death of any member of his/her immediate family. For any other family member every District employee shall be entitled to one (1) day paid leave of absence or three (3) if travel of more than 200 miles is involved.
- b. Members of the immediate family means the mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee, or any relative living in the immediate household of the employee.

9.6 JURY DUTY: A unit member shall be entitled to as many days of paid leave as are necessary for appearance in any legal proceeding, including jury duty.

9.7 MILITARY LEAVE: Any classified employee who is inducted or is otherwise ordered or called into active duty as a member of the armed forces of the United States shall be granted a military leave of absence.

9.8 OTHER LEAVES: The Board of Education may grant a leave of absence to any classified employee for a purpose other than those listed above if such leave is for the convenience of the District.

ARTICLE X
CLASSIFIED EMPLOYEE EVALUATIONS

10.1 Unit members shall be evaluated annually using the Evaluation Form in Appendix A.

ARTICLE XI
TRANSFERS

11.1 Current unit members shall receive priority for a change in assignment to a vacant position for which they are qualified.

ARTICLE XII
UNIT MEMBER SAFETY

12.1 District assistance: The District shall do everything legally possible to provide full support for any classified employee who is assaulted while discharging their duties. If an injury results from an assault, causing the employee to be absent from duty, they shall be entitled to lost-time compensation as provided by law and/or District policy. Defense of any classified employee against whom criminal or civil proceedings are brought as the result of an action growing out of the performance of the employee's duties may be provided by the District under provisions of the Education Code and the Government Code.

ARTICLE XIII
INSURANCE BENEFITS

- 13.1 The District shall provide a maximum of \$1,150.00 monthly, (or \$13,600.00 annually) as needed for health benefits for each full-time classified employee, their family, and life insurance for the employee only.
- a. Full-time is defined as working 8 hours per day.
 - b. An employee, whose benefit costs exceed the maximum District contribution, shall have the balance of the premium due deducted from their monthly payroll.

ARTICLE XIV
STIPENDS

14.1	Coaching	\$1,500.00
14.2	ELAC Appointee	\$500.00
14.3	ELAC/DELAC Coordinator	\$500.00
14.4	GATE	\$500.00
14.5	LEP/ELL Coordinator	\$1,500.00
14.6	LPAC Coordinator	\$1,500.00
14.7	Hourly rate for District-assigned after-school training or other assigned classified services.	Unit member's hourly rate

Article XV
STATUS

- 15.1 A new unit member shall serve a probationary period of six (6) months.

Article XVI
CALENDAR

- 16.1 The District agrees to provide all unit members with the following paid holidays:
- New Year's Day
 - Martin Luther King Jr. Day
 - Lincoln's Day
 - President's Day
 - Memorial Day
 - Labor Day
 - Veteran's Day
 - Thanksgiving Day
 - Christmas Day

Article XVII
SALARY SCHEDULE

17.1 The New Jerusalem United Salary Schedule 2025-2026:

***New Jerusalem United
Classified Salary Schedule
2025-2026***

Classified							
← Steps →							
Class	A	B	C	D	E	F	
Instructional Aide II	1	\$20.68	\$21.72	\$22.81	\$23.96	\$25.16	\$26.42
Special Education Aide	2	\$21.72	\$22.81	\$23.96	\$25.16	\$26.42	\$27.75
Bi-Lingual Aide	3	\$22.81	\$23.96	\$25.16	\$26.42	\$27.75	\$29.14
2.5% Longevity increase after 10 years of service in the district							
5.0% Longevity increase after 15 years of service in the district							

Degree Stipends	Annual
Associate Degree or Higher	500.00

A \$500 one-time stipend will be paid in the 2026-2027 and 2027-2028 school years.

17.2 **Out-of-Class Pay:** An employee may be temporarily reassigned to a higher position. If an employee is temporarily reassigned to a higher position for more than five working days in a fifteen-calendar day period, the employee’s salary shall be adjusted upward to the step on the higher salary range which provides at least a 5% increase for the entire period of the temporary reassignment.

Appendix A
EMPLOYEE EVALUATION FORM

CLASSIFIED PERFORMANCE EVALUATION

School Year: _____ Evaluation Period: [] July-October [] March-June [] Other Initial

Employee: _____ Date: _____

Position: _____ Site: _____

CATEGORY CHECKLIST	S	NI	U	NA	COMMENTS
1. Attendance/Punctuality Observes time and work schedules					
2. Personal Appearance Clean, neat, appropriately dressed for work setting					
3. Compliance with Policies, Rules, Procedures Understands and follows school and department policy, rules, procedures					
4. Safety Practices Observes appropriate safety/injury prevention measures, practices good housekeeping, keeps work area neat, takes care of equipment.					
5. Flexibility/Willingness to Accept Suggestions Open and responsive; able to adjust to change					
6. Knowledge of Job Blends training/skill/experience					
7. Quality of Skills/Work Accuracy, neatness, effectiveness of work product					
8. Quantity of Work Volume, timeliness, speed of accomplishment					
9. Initiative and Creativity Resourcefulness; anticipates needs; concern for self-improvement; motivated and interested in job and work					
10. Reliability and Dependability Follows through and accomplishes goals					
11. Plans, Organizes and Prioritizes Work Orderly follows logical and efficient processes and procedures					
12. Problem-solving and Judgment Understands and resolves problems; able to weigh options and make reasonable decisions					
13. Accepts Responsibility Accountable for own actions; handles details without constant supervision, observes confidentiality					
14. Communications-1 Uses appropriate language, tone, English usage in written documents					
15. Communications-2 Uses appropriate language, tone, English usage in both face-to face and in telephone situations (i.e., oral communication)					
16. Effective Working Relationships Courtesy, cooperativeness, tactfulness, willingness to help others in contacts with students, staff, supervisors, public					

KEY: S = Satisfactory; NI = Needs Improvement; U = Unsatisfactory; NA = Not Applicable

You may attach additional sheets for further commendations for exemplary performance, accomplishments or to list specific goals, timetables and action plans for the next quarter's evaluation. **NOTE:** Ratings that are **NI** or **U** must have accompanying comments for clarification.

This document will be placed in your personnel file. You have ten (10) working days from the receipt of this evaluation to make any signed written comments which will be attached to this evaluation before filing. I certify that this evaluation has been discussed with me. I understand my signature does not necessarily indicate agreement.

Employee Signature: _____ Date: _____

Supervisor Signature: _____ Date: _____

COPIES: Original – Personnel File; Copy – Employee; Copy – Supervisor