#### **ETIWANDA SCHOOL DISTRICT**

# COLLECTIVE BARGAINING AGREEMENT WITH THE ETIWANDA TEACHERS ASSOCIATION

**JULY 1, 2023 - JUNE 30, 2026** 

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## AGREEMENT BETWEEN THE ETIWANDA TEACHERS ASSOCIATION AND THE ETIWANDA SCHOOL DISTRICT

The following language in the Etiwanda School District Collective Bargaining Agreement is agreed upon and reflected in the agreement by the Etiwanda School District and the Etiwanda Teachers Association. The agreement is ratified by the membership of the bargaining unit and approved by the Governing Board of the Etiwanda School District.

## ARTICLE 1 AGREEMENT

- A. This Agreement constitutes a bilateral and binding agreement by and between the governing board of the Etiwanda School District ("Board") and the Etiwanda Teachers Association, a CTA/NEA affiliate ("Association") an employee organization.
- B. This Agreement shall remain in full force and effect from July 1, 2023 through and including June 30, 2026.
- C. Both parties reserve the right to open negotiations on any article in this contract by mutual agreement.

## ARTICLE 2 RECOGNITION

- A. For the term of this Agreement, the District recognizes the Association as the exclusive representative for the following units of employees:
  - Represented: All certificated teachers including Speech Language Pathologists, School Nurses and certificated teachers on special assignment.
  - 2. **Non-represented**: Short and long term substitute teachers and certificated management which includes school psychologists, clinical and school counselors, coordinators, program specialists, and district and school administrators.
  - 3. **New Certificated Positions:** The District will notify the Association if a new certificated position will be placed on the Certificated Management Schedule or the Certificated Teacher Salary Schedule.

## ARTICLE 3 DEFINITIONS

- A. "Unit member" refers to any employee included in the appropriate unit as defined in Article II, and therefore covered by this Agreement.
- B. "Day": A day that the individual unit member is assigned to work.

### ARTICLE 4 PERSONNEL FILES

- A. With the exception of immediate suspensions which are required by law, the District shall not base any disciplinary suspension without pay or dismissal upon materials not contained in the unit member's personnel file.
- B. Information of a derogatory nature shall not be entered into a unit member's personnel records unless and until the unit member is given notice and an opportunity to review and comment on that information. The unit member shall have the right to enter, sign, and have attached to any derogatory statement, his or her own comments. A unit member's signature does not necessarily indicate agreement with the contents. The review shall take place during normal business hours and the employee shall be released from duties for this purpose without salary reductions.
- C. The unit member shall not have the right to inspect personnel records at a time when the employee is actually required to render services to the district.
- D. Nothing in this section shall entitle a unit member to review ratings, reports, or records that
  - 1. were obtained prior to the employment of the person involved,
  - 2. were prepared by identifiable examination committee members, or
  - 3. were obtained in connection with a promotional examination.
- E. Upon written authorization by the unit member, a representative of the Association shall be permitted to examine and/or obtain copies of materials in such unit member's personnel file.

## ARTICLE 5 ASSOCIATION RIGHTS

The Association shall have the right to represent unit members.

#### A. Use of Facilities

The Association shall have the right of reasonable use of District facilities for the purpose of transacting Association business provided such use does not interfere with the school program or duties of unit members, and provided further an authorized Association representative obtains advance permission from the Superintendent or designee regarding the time, place, and type of activity to be conducted. No school district funds, services, supplies, or equipment shall be used for the purpose of urging the support or defeat of any ballot measure or candidate, including, but not limited to, any candidate for election to the governing board of the district. A reasonable fee may be assessed for expenses incurred by the District related to utilities, security, clean up, and wear and tear and damages as a result of the use of a school facility by the Association.

#### B. Use of Bulletin Boards, Mailboxes and District Email

The Association shall have the right to use District's email or place Association communications in individual mailboxes at individual school sites for communication so long as this does not interfere with instructional time, the school program or the normal operation of the school site. The Association shall have the right to post notices with appropriate Association identification regarding activities and matters of Association concerns on one bulletin board at each site in an area frequented by unit members, except that no school district funds, services, supplies, or equipment shall be used for the purpose of urging the support or defeat of any ballot measure or candidate, including, but not limited to, any candidate for election to the governing board of the district.

#### C. **Communication**

Provisions shall be made for Association announcements at the beginning or end of each school site staff meeting.

#### D. **Member Information**

Names, addresses, district email addresses, and telephone numbers of unit members shall be provided in written or electronic format to the Association without cost as soon as possible after September 1 of each school year. This requirement shall not apply to employees who have requested that their addresses, district email addresses, and/or telephone numbers not be released.

#### E. **Board Agendas**

The District shall send to the Association President an electronic link to access the Board Packet for all Board of Trustees meetings. The link shall be emailed 72 hours in advance of regular meetings, and 24 hours in advance of

special meetings. Service of the agenda and packet shall constitute official notice of any proposed action by the Board on items set forth in the agenda.

#### F. Site Visitation

Representatives of Association shall be permitted to observe, but not to interfere with employees during the normal work day in which they are performing their duties in the classroom or in the operation of the District. Official representatives of the Association shall report to the school office before visiting an employee at a school site or District facility.

G. Release Time for Elected Association Officers and Union Stewards
Elected Association Officers and Union Stewards shall be provided release
time in accordance with Education Code section 44987 and Government Code
section 3558.8, and/or by mutual agreement of the District and the
Association. A 30 day notice will be provided to the District by ETA if an ETA
Elected Association Officer and/or Union Steward plans to be released for
more than 25 consecutive days.

#### H. New Employee Orientation

The District shall provide at least 5 days' notice to the Association of any scheduled group orientation meetings for all new certificated employees (excluding non-represented employee groups indicated in Article 2) and, during these orientation meetings, permit the Association up to 60 minutes to address the new employees.

1. The District shall provide the Association the name, job title, department, and work location of all new certificated employees (excluding non-represented employee groups indicated in Article 2) within 10 business days of employment. In addition, during this time, the District shall provide the address, district email address, and personal cellular telephone number of all new certificated employees (excluding non-represented employee groups indicated in Article 2) on file with the District unless the employee has requested this information be withheld. A privacy notice and opt-out form along with other work-related information shall be provided to the new employee at the time of the orientation.

#### **I.** LCAP Representation

The District recognizes the right and responsibility of the Association to participate in the development of the Local Control and Accountability Plan (LCAP). The Association shall annually provide two active Association Site Representatives to the LCAP Advisory Committee as educational partners in the decision-making process. LCAP Advisory Committee Association members' term shall be the same as the other committee members' term.

## ARTICLE 6 PERSONAL AND ACADEMIC FREEDOM

- A. The District recognizes the democratic right of unit members to participate in political activities which are in accordance with federal and state law.
- B. No District funds, services, supplies, or equipment shall be used for the purpose of urging passage or defeat of any school measure of the District. This provision shall not be construed to prevent discussion and study of political issues when such discussion and study is appropriate to the classroom curriculum as adopted by the State Board of Education and implemented by Board Policy.
- C. The District recognizes the right and responsibility of unit members to implement the study of issues, subjects, and materials relevant to the assigned course of study. Discussion and inclusion of controversial materials shall be relevant to course content and in accordance with state law, District policy and adopted standards for the grade level and subject matter.
- D. The District will follow Education Code regarding procedures for changing grades given by a teacher.

## ARTICLE 7 GRIEVANCE PROCEDURE

#### A. **Definitions**

- 1. A "grievance" is defined as a claim by the Association or by one or more teachers that there has been a violation, misinterpretation or misapplication of a provision of this Agreement.
- 2. A "grievant" is the person or persons, including the Association or representatives thereof, making the claim.
- 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

- The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to concerns which may arise from time to time. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- 2. Nothing contained herein will be construed as limiting the right of any unit member having a grievance to discuss the matter informally with any appropriate member of the administration, and to have the grievance adjusted without intervention by the Association provided it is agreeable to the parties involved.
- 3. Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered to be maximum and every effort should be made to expedite the process. The time limits may, however, be extended by mutual agreement.

#### C. Procedure

#### 1. Level One:

a. A grievant will notify the immediate supervisor of the grievance either directly or through the Association's designated grievance representative with the objective to resolve the matter informally, within ten (10) days after the occurrence of the act or omission giving rise to the grievance (See Appendix 1 – Timeline for Grievance Procedures). If the unit member does not have actual or constructive knowledge of the occurrence of the grievable act or omission and could not, with the exercise of reasonable diligence, have known about it, then the ten (10) day time limit shall begin to

- run on the date upon which the unit member knew, or should, with reasonable diligence, have known of the occurrence.
- b. The immediate supervisor shall schedule a meeting within five (5) days of receipt of the notification from the grievant that there is a grievance to be discussed. If the immediate supervisor should fail to schedule the meeting within five (5) days of receiving the notification of the existence of a grievance, or if the parties cannot agree upon an extension of the five-day time period so that the meeting can take place, the grievant may proceed to Level Two on the day following the five-day period for holding a meeting.
- c. At Level One, the Association either on its own behalf or on behalf of the affected teachers may initiate a grievance which affects more than one unit member at one school site or unit members at more than one school site.

#### 2. Level Two:

- a. Within five (5) days after the Level One meeting, if the grievance is not resolved, the grievant must present the grievance in writing to the superintendent/designee. A written statement shall be a clear, concise statement of the grievance, including the specific provisions of the agreement alleged to have been violated, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.
- b. The superintendent/designee shall communicate a written response within ten (10) days after receipt of the grievance. Either party may request a personal conference, to be scheduled prior to the conclusion of the level.

#### 3. Level Three:

- a. If a grievance is not resolved in Levels One or Two, the employee and/or the Association may request in writing a hearing before an arbitrator. The written request shall be filed in the Office of the Superintendent within ten (10) working days after receipt of the written decision at Level Two.
- b. The District and Association shall select a mutually acceptable arbitrator. Should they be unable to agree on an arbitrator within ten (10) working days of the Association's submission of the grievance to arbitration, submission of the grievance shall be made to the American Arbitration Association. In any event, the parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator and the

arbitrator shall proceed under the Voluntary Labor Arbitration Rules of said Association.

- c. The arbitrator's decision will be in writing and will set forth findings of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decisions which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. However, it is agreed that the arbitrator is empowered to include in any decision such financial reimbursement or other remedies as he/she judges to be proper. The recommended decisions of the arbitrator will be submitted to the Superintendent and the Association.
- d. The Board will determine whether to accept the arbitrator's recommended decision within thirty (30) days of receiving the recommended decision.
- e. All costs for the services of the arbitrator, including, but not limited to, per diem expenses, his/her travel and subsistence expenses and the cost of any hearing room will be borne equally by the District and the Association. All other costs will be borne by the party incurring them.

#### D. Rights of Unit Members to Representation

A unit member may represent himself/herself at all stages of the grievance procedure by himself/herself, or, at the member's option, by a representative selected by the Association. If a unit member is not represented by the Association or its representative, a representative of the Association may have the right to be present and to state its views at all stages of the grievance procedure, if the aggrieved party so desires.

#### E. <u>Miscellaneous</u>

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 of interest and to the President of the Association. Time limits for appeal provided in each Level shall begin the day following receipt of written decision by the parties of interest.

1. When it is necessary for a representative designated by the Association to investigate a grievance or attend a grievance meeting or hearing during the day, he/she will, upon notice to his/her principal or immediate superior by the President of the Association, be released without loss of pay in order to permit participation in the foregoing activities. Any unit member who is requested to appear in such investigations, meetings, or hearings as a witness will be accorded the same right.

2.	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.

### ARTICLE 8 PROFESSIONAL DUES AND PAYROLL DEDUCTIONS

- A. The District shall honor an employee's written request to authorize payroll deductions for the Association as set forth in this Article. The Association shall be responsible for processing these requests and shall provide the District with timely certification so that such a request for a reimbursement or deduction for an employee can be processed by the District payroll department according to payroll timelines.
- B. With respect to all sums deducted by the District, pursuant to the above, the District agrees to promptly remit such monies to the Association, accompanied by an alphabetical list of unit members for whom such deductions have been made.
- C. Employee requests to cancel or change authorizations for payroll deductions for the Association shall be directed to the Association. The District will rely on information provided by the Association regarding whether deductions for the Association were properly canceled or changed.
- D. Upon receipt of appropriate written authorization from the unit member, the District shall deduct from the salary of any unit member and make appropriate remittance for annuities, direct deposit, credit union, charitable donations, or any other plans or programs to a reasonable maximum as approved by the District.
- E. Pursuant to such statutory requirement, the District shall deduct one tenth of such amounts from the regular salary check of the unit member each month for ten months. Deductions for unit members who begin employment after the commencement of the school year shall be appropriately prorated for the remaining months of the school year.
- F. The Association shall indemnify and hold the District and its employees or agents harmless from any and all claims, demands, or suits or any action arising from the organizational security provisions contained herein.

## ARTICLE 9 UNIT MEMBER WORK HOURS AND RESPONSIBILITIES

#### A. Unit Member Work Day and Hours

The unit member's contractual work day begins 30 minutes before the start of the instructional school day, and shall normally continue 7–½ hours, including lunch. Because the nature of a unit member's day-to-day professional responsibilities does not lend itself to a work day of rigidly established length, unit members shall remain at the school site to work during the established 7–½ hour work day, exclusive of the unit member's lunch period, and shall remain on site beyond such hours as needed to perform their additional instructional and professional duties.

- 1. The Etiwanda School District is committed to providing an outstanding educational program for all students. Towards that goal, the District will, at a minimum, comply with any minimum number of instructional days or minutes required by law.
- A half-day certificated work day will be three hours and forty-five minutes and shall be reported as such when a certificated teacher is requesting a half day absence.

#### B. Instructional Professional Responsibilities

Instructional professional responsibilities include the planning of lessons, preparation of materials for instruction, review and evaluation of work of students, conferring and counseling with students, parents, staff, and administrators, maintaining student records, attending in-service, faculty, departmental, grade level, and student study team meetings. Additional instructional professional responsibilities include assigned supervision of students within and outside the classroom, participation in back-to-school night, open house, promotion, parent conferences, parent/guardian-teacher meetings, IEP meetings, grade level evening performances by pupils where the majority of a teacher's assigned class participates, and emergency needs.

- 1. Supervision responsibilities for unit members in grades 1-8, which include before and after school hours, and all other scheduled non-classroom supervision assignments, will be assigned as equitably as possible.
- 2. Unit members assigned to grades 1 through grade 5 shall have a duty-free instructional day. An instructional day is defined as the time between the start of a student's required school day and the end of a student's required school day (bell to bell). When considering the assignment of unit members' duties, the duty schedule from the 2016-2017 school year will serve as a baseline for comparison. Unit members in grades 1-8 will not increase their duty responsibilities compared to their duty responsibilities in the 2017-2018 school year.

- 3. Unit members serving under their special education credential, including SLPs, will be relieved of supervision duties.
- 4. In the event of an emergency, or in the unforeseen absence of noncertificated personnel to provide adequate student supervision, unit members may be required to supervise students at any time during the contractual day.

#### C. Non-Instructional Professional Responsibilities

Non-instructional responsibilities, beyond the above defined duties, will be distributed by the site administrator as equitably as possible. Such responsibilities include, but are not necessarily limited to, special school programs, dances, carnivals/festivals, field trips outside of the regular school day, assigned school committees, and emergency needs.

#### D. <u>Site-Coordinated Parent Education Sessions</u>

Site-coordinated parent education sessions are not included as professional responsibilities. Participation is voluntary and unit members who provide instruction to parents/students at these sessions will be compensated at the hourly instructional rate.

#### E. Reduced Instructional Day for Parent/Guardian-Teacher Conferences

The District designates one week during first trimester for parent/guardian-teacher conferences in grades 1-8. During the parent/guardian-teacher conference week, pupil instructional days for grades 1-8 shall be reduced by  $1-\frac{1}{2}$  hours.

 The District designates one week per year for parent/guardian-teacher conferences in Preschool and Transitional Kindergarten. If Preschool and Transitional Kindergarten and Kindergarten classes do not have a reduced instructional day for parent conferences, unit members teaching Preschool and Transitional Kindergarten classes may request, through their site administrator, an additional 100 minutes of instructional aide support per day, per unit member, for up to four days during parent/guardian-teacher conference week.

#### F. Reduced Instructional Day for the First Day of School

The pupil instructional day for grades 1-8 shall be reduced by  $1-\frac{1}{2}$  hours on the first day of school as established in the district's student calendar.

#### G. Early Departure on Days of Evening Programs

On instructional days when unit members are required to return to school in the evening, a unit member may leave at the time their class is dismissed for the day, provided that their classroom is prepared for the evening program and for the next instructional day and as long as professional duties described in Article 9, Section B have been completed.

#### H. Early Departure on Day Preceding Break Periods

On the final instructional day before Thanksgiving, the winter, spring, and summer recesses, instruction for grades 1-8 shall be shortened by 1-1/2 hours. A unit member may leave after the student dismissal time as long as professional duties described in Article 9, Section B have been completed.

#### I. Preparation Time: Intermediate Schools

Unit members assigned at a District intermediate school shall have one preparation period during the regular instructional day. The preparation period shall be utilized by unit members for the purposes discussed in Article 9, Section B. The site administrator may reserve no more than one preparation period per week per unit member for required staff meetings or in-service. In addition to the one preparation period during the regular instructional day the site Administrator may utilize one additional preparation period during a week, not to exceed five (5) weeks. It is understood and agreed that in the case of holidays, parent-teacher conferences, teacher absence from the school site, in-service or staff meetings described in this paragraph, that regularly scheduled preparation time missed will not be made up.

- 1. Sixteen (16) minimum days are allocated for the District's middle schools.
- 2. Seven (7) minimum days are to be directed by the principals for professional development, in-service and program development.
- 3. The Nine (9) remaining minimum days shall be used for teacher planning and preparation. Planning and preparation minimum days shall be utilized by unit members for the purposes discussed in Article 9, Section B.
- 4. Minimum days which occur during the week progress reports and/or report cards are being finalized, as determined by the District, will not be utilized by district or site administration.
- 5. Site and district administration will not utilize preparation periods which occur during the week of parent conferences unless required for emergency purposes.
- 6. Intermediate teachers who are selected to teach a seventh period shall receive one-seventh (1/7) of their daily rate for such additional assignment where the assignment is of 30 teaching days or more in duration. Should circumstances occur which necessitate the need for a teacher(s) to teach a seventh period, to the extent the master schedule allows, unit members at that site with the appropriate credentials and skills shall be given equal opportunity to assume this additional seventh period assignment.

#### J. Preparation Time: Elementary Schools

The District allocates every Monday during the school year as a minimum day to provide elementary teachers assigned to grades 1-5 with planning and preparation time.

- 1. Five (5) minimum days are available for the District's elementary schools, for required staff meetings, professional development and program development as determined by the site administrator.
- 2. The site administrator may not use more than one of these minimum days per month.
- 3. The five (5) minimum days directed by the elementary principal will be determined by the principal of the school with input from the school's leadership team.
- 4. During a school year in which a school site is participating in Federal Program Monitoring, Distinguished School Application, Blue Ribbon School Application, or any other state or federal application or mandated review process, the principal may direct 10 minimum days.
- 5. Minimum days which occur during the week progress reports and/or report cards are being finalized, as determined by the District, will not be utilized by district or site administration.
- Site and district administration will not utilize preparation periods which
  occur during the week of parent conferences unless required for
  emergency purposes.
- 7. The remaining minimum days shall be used for teacher planning and preparation. These planning and preparation minimum days shall be utilized by unit members for the purposes discussed in Article 9, Section B. It is understood that in case of holidays, parent teacher conferences, teacher absence from the school site, in-service or staff meetings, that regularly scheduled elementary school preparation time missed will not be made up.
- 8. The District will provide up to sixty (60) preparation periods each school year for unit members assigned to grades 1-5. These preparation periods will be 50 minutes in duration during the instructional day, whenever possible. In the event of inclement weather, scheduling conflicts, or other unforeseen circumstances, preparation time may be reduced to 40 minutes in duration. The preparation period shall be utilized by unit members for the purposes discussed in Article 9, Section B. The site administrator may reserve no more than fifteen (15) of these periods for required staff meetings, grade level meetings, trainings or in-service and schedule no more than one required preparation period meeting per week.

9. The District will direct and provide two planning days during the school year for transitional kindergarten and kindergarten teachers for the purposes of collaboration and planning with grade level colleagues.

#### K. Preparation Time for Special Education: SDC/RSP/SLP

Special Education teachers in grades Preschool-8 will be entitled to the same number of summer planning days as the general education teachers at their assigned school site/program. Teachers assigned to more than one site shall receive the greatest number of summer planning days issued by their sites.

- 1. The District provides Special Education teachers in grades TK-8, with four (4) release days per year for the purposes of writing an IEP, holding an IEP, conducting student assessments, IEP goal monitoring, observation of students, and collaborations with other specialists and support providers.
- 2. Due to the limited availability of substitute teachers, release time must be coordinated between the principal, teacher, and the District. In the event that a substitute must be "pulled" from coverage to cover absences elsewhere in the District, the Special Education teacher will have the option to submit a time card for a full day of pay at the curriculum/instructional rate for a non-scheduled work day or reschedule the release day.
- 3. Special education teachers may request additional days beyond the four (4) days described in Article 9, Section K(2) of this article. The additional days must be approved by a site or district administrator and will not be subject to the reimbursement described in section K(2) of this article.
- 4. The District will provide up to sixty (60) preparation periods each school year for unit members assigned to grades 1-5, teaching Special Day Classes. These preparation periods will be 50 minutes in duration during the instructional day, whenever possible. In the event of inclement weather, scheduling conflicts, or other unforeseen circumstances, preparation time may be reduced to 40 minutes in duration. The preparation period shall be utilized by unit members for the purposes discussed in Article 9, Section B. The site administrator may reserve no more than fifteen (15) of these periods for required staff meetings, grade level meetings, trainings or in-service and schedule no more than one required preparation period meeting per week.
- Site and district administration will not utilize preparation periods which
  occur during the week of parent conferences unless required for
  emergency purposes.
- 6. <u>Elementary Special Education 1-5</u>: The same number of minimum days are available for the District's elementary Special Education teachers for required staff meetings, in-service, or program development as

required by the District and their Site Administrator as described in Article 9, Section J.

7. Intermediate Special Education 6-8: The same number of minimum days are available for the District's intermediate Special Education teachers for required staff meetings, in-service, or program development as required by the District and their Site Administrator as described in Article 9, Section I.

#### L. Preschool Program

Preschool classes are staffed by the District with one credentialed Early Childhood Special Education (ECSE) teacher and one classified Early Childhood Education (ECE) teacher who holds a Childhood Development Permit. The ECSE and ECE will co-teach the morning and afternoon preschool classes.

- 1. Each unit member in the Preschool program will teach a 180 minute morning class and a 180 minute afternoon class, four days per week, and be responsible for all instructional and non-instructional responsibilities listed in Article 9, Section B & C.
- 2. The District will provide preschool unit members with one student free day per week to complete their professional responsibilities as described in Article 9, Section B.
- 3. In lieu of the Early Departure on Day Preceding Break Periods (see Article 9, Section G), the preschool program will end one day prior to the published student calendar. Unit members assigned to the preschool program will utilize the student free work day to complete activities described in Article 9, Section B.
- 4. The District will have one Preschool Assessment Team consisting of a School Psychologist, a Speech and Language Pathologist, and a credentialed ECSE Specialist, to complete most, if not all initial preschool assessments.

#### M. Staff Meetings

Estimated start and end times for school site staff meetings will be provided by school administration at the beginning of the school year or provided 72 hours prior to the meeting, with the exception of staff meetings called for emergency situations. Time will be set aside at the beginning or end of staff meetings, as determined by the site principal, to conduct Etiwanda Teachers Association business. Staff meetings will not be scheduled on days when all teachers are required to attend evening school-wide events. Staff meetings held on non-student days may not exceed the contract day.

1. During the week when a Principal utilizes an available principal-directed minimum day, an additional staff meeting will not be scheduled after school unless required for emergency purposes.

## ARTICLE 10 ABSENCE AND LEAVE PROVISIONS

#### **A. General Provisions**

A leave of absence is an authorization for the unit member's absence from duty for a specific period of time and an approved purpose. A condition of each leave of absence is that any required license or certificate held at the time the leave was granted must be maintained in full force by the unit member.

- 1. Unit members on paid leave of absence, unless otherwise provided herein, shall receive wages, fringe benefits, and retirement credit as though they were not on leave.
- 2. Unit members who go on an unpaid leave during any pay period shall receive fringe benefits for the balance of that pay period. Thereafter, they shall be allowed to remain on continued coverage pursuant to the terms of the insurance plan selected at their own expense, provided they make advance payment of the premium in a manner reasonably required by the District.
- 3. Procedures in this Article for notification of absence are mandatory. Failure to follow absence notification procedures may result in forfeiture of salary for the day(s) of absence.
  - a. Following the absence of a unit member, the unit member shall verify, through the district's reporting system, the reason for the absence.
  - b. Unit members shall notify the District of their anticipated absence as soon as the need for the leave of absence is known, but in no event less than one hour before the unit member's normal reporting time.

#### B. Sick Leave

Unit members shall accrue sick leave at the rate of ten (10) days per year. Accrued but unused sick leave shall be carried forward from year to year.

- 1. The District may require a physician's verification of illness for a unit member's absence of five (5) or more consecutive days. A physician's verification shall be made by a licensed health care provider.
- 2. When a unit member is disabled and unable to work during an absence, a physician's verification shall be made by a licensed health care provider. The verification shall confirm that the unit member was disabled and unable to work during the absence, the beginning and ending dates of the disability, and shall verify that the unit member is released to return to his/her regular duties. The verification shall also describe in detail any functional limitations and the anticipated time period for which the duties are restricted, and any proposed accommodations that the physician

- suggests for the District's consideration to enable the unit member to perform the essential functions of the position.
- 3. A unit member who serves 75% or more of the instructional days of summer school shall accrue 0.5 (one half) sick days. While teaching summer school, a unit member may use up to two (2) days of accrued sick leave for absences covered in this article. Each day of summer school missed shall result in a deduction of one day of sick leave.

#### C. Industrial Accident and Illness Leave

Industrial accident or illness leave shall be for a maximum of sixty (60) days within a fiscal year. Industrial accident/illness leave begins on the first day of absence caused by the accident. Such leave shall not accumulate from year to year.

- 1. At no time shall a unit member, due to the operation of industrial accident or illness leave receive more than his/her contract salary. When an industrial accident or illness leave overlaps into the next fiscal year, the unit member who continues to be disabled due to the industrial accident or illness may continue on such leave for the number of remaining days of the original sixty (60) days.
- 2. No benefits shall be paid to a unit member under the provisions for industrial accident or illness leave unless and until a duly licensed physician verifies in writing the industrial nature of the accident or illness, and, further, until the District's workers' compensation administrator reaches a final determination that the accident or illness is work related.
- 3. The leave shall terminate at any time before the end of the sixty (60) days if the physician indicates that the unit member is well enough to resume his/her duties.
- 4. In order to receive full salary with normal deductions, a unit member on industrial accident/illness leave shall endorse to the District any temporary disability checks received on account of the industrial accident/illness. If, upon the termination of the industrial accident/illness leave the employee continues to receive payments from the Workers' Compensation Fund, only that amount of regular sick leave shall be deducted which will yield the unit member's full contractual salary for the period, less normal deductions.

#### D. Personal Leave

Commencing with the 2024-2025 school year, each full time unit member shall be entitled to use seven (7) days of paid sick leave allotment during each school year as personal leave.

1. Personal leave days may be taken at the discretion of the unit member for personal or family business that cannot be conducted outside of the

regular contracted work day. Examples of personal leave may include but are not limited to:

- a. <u>Death</u> of a member of the immediate family defined as mother, father, husband, wife, domestic partner, son, daughter, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandmother, grandfather, grandson, or granddaughter of the employee, or the death of any other relative living in their immediate household of the employee, when additional leave is required beyond that provided by Bereavement Leave provisions.
- b. **An Accident** involving the person or property of the unit member or of a member of the member's immediate family as defined above. The accident must be of such an emergency nature that the immediate presence of the unit member is required during the regular work day.
- c. <u>Appearance in Court</u> as a litigant, or as a witness under order of subpoena for a personal matter unrelated to work.
- d. **Serious or critical illness** of a member of the unit member's immediate family, as defined above. The illness must be of such a serious or critical nature that the immediate presence of the employee is required during their regular work day.
- e. **Financial** A condition or circumstance which, if unattended, would result in an unconscionable financial loss materially affecting the unit member's ability to maintain reasonable conditions of sustenance for the member and dependents.
- f. **Religious holiday** or observance of the member's faith which cannot be conducted outside of regular working hours.
- Use of sick leave days for personal leave shall not be used for purposes of participation in work stoppage or slowdown, sick-out, or Association activities.

#### E. **Bereavement Leave**

A unit member shall be entitled to five (5) days paid leave of absence, on account of the death of a member of the unit member's immediate family as defined above in Article 10, Section D (1)(a).

1. Bereavement leave must be taken within three months of the immediate family member's date of death. No deduction shall be made from salary or accrued sick leave on account of use of such authorized leave of absence.

2. Upon expiration of authorized bereavement leave, the unit member may utilize personal necessity leave for purposes of bereavement as provided elsewhere in this Article.

#### F. Service as a Witness or Juror

For time spent in court as a witness under subpoena to attend a civil proceeding as a witness in a matter regarding an event or transaction the employee perceived or investigated in the course of his or her duties, there shall be no deductions from pay.

- 1. A unit member who is subpoenaed in such a matter must notify the site administrator and the Personnel Office immediately, so the District can seek reimbursement from the party who issued the subpoena. Any witness fees, excluding mileage, shall be submitted to the District in return for the employee's full salary.
- 2. There shall be no deductions from pay for the absence of certificated employees for jury duty. The Governing Board however recognizes that it is less disruptive to instruction when teachers are present as much as possible throughout the regular school year. Therefore, if certificated employees are willing and able to defer or postpone their jury service until the District's scheduled summer vacation, Thanksgiving, Winter or Spring break such employees will be paid for their jury service. The amount of compensation will be the long term substitute teacher rate in effect on the first day of actual jury service.
- 3. Certificated employees shall not be disciplined, discriminated against, or retaliated against for their inability or unwillingness to defer their jury service until summer vacation.
- 4. Should the actual jury service continue from the break period onto a regular work day for the unit member, the daily compensation shall not apply.
- 5. The District will implement procedures for the verification on the initial jury duty summons, request for deferral, granting of deferral and actual days of jury duty served.

#### G. Leave Without Pay

A permanent unit member may request an unpaid leave of absence for a period not in excess of one school year for any reason not specified elsewhere in this Agreement provided the following requirements are met:

- 1. A substitute or temporary employee meeting District standards can be obtained.
- 2. The application, including the reason for the request, for said leave shall be submitted by February 15 of the year prior to the leave.

- 3. The District shall indicate to the unit member by April 1 if the leave request has been granted or denied.
- 4. The unit member shall receive no fringe benefits nor accrue other rights during the unpaid leave of absence.
- 5. The leave must be in the best interests of the District's instructional program.
- 6. Seniority shall be considered if only one leave is granted and more than one unit member applies.
- 7. Leave shall not be granted for the purpose of accepting other employment.
- 8. The above-mentioned dates do not preclude the granting of an unpaid leave request for an applicant making such request after February 15.
- 9. Unit members returning from leave shall confirm in writing their intent to return upon conclusion of leave no later than March 15 of the year of the leave.
- 10. A permanent unit member may request a partial leave of absence for up to 80% of the days in a school year, following the deadlines and terms listed above. Partial leaves of absence may be renewed at the sole discretion of the District, when the request for renewal of the partial leave is submitted according to the deadlines and terms listed above.

#### H. Differential Pay Leave

When a unit member is absent from duty on account of illness or accident for a period of one-hundred (100) work days or less, the amount deducted from the salary due for any month in which the absence occurs shall not exceed the then current rate of pay for the short term or long term substitute employed to replace the unit member, exclusive of the rate for a "super substitute" (defined as a unit member on a re-employment list who is entitled to receive his or her regular rate of pay), or, if no substitute was employed, the amount which would have been paid to a substitute had a substitute been employed. For purposes of this article only, a school month is defined as twenty (20) days on which a unit member is required to work.

1. The one-hundred (100) work days shall begin to run on the first day of absence following the exhaustion of the current school year's sick leave and all accrued but unused sick leave from previous years. An employee shall not be provided more than one, one-hundred (100) day period per illness or accident. If the illness or accident continues into a new school year, the employee, while ill or injured, may use up to the balance of one-hundred (100) day period.

- 2. Use of extended illness leave and return there from is subject to the physician verification provisions of this Article and Board policy.
- 3. When a unit member has exhausted all available sick leave, including accumulated sick leave, and the member is unable to resume the duties of his/her position and continues to be absent due to illness or accident beyond the five-month period, the employee, if not placed in another position, shall be placed on the reemployment list for a period of twenty-four (24) months, if probationary, or thirty-nine (39) months, if permanent. When the employee, during the twenty-four (24) or thirty-nine (39) month period provides a physician's confirmation and release to do the essential functions of a position for which he/she is credentialed and qualified, the employee shall be placed in such a position.

#### I. Job Sharing

The District and the Association agree to the following procedure for job share programs. This arrangement shall not be subject to the contractual grievance procedure.

#### 1. Number of Teams:

a. For the duration of this agreement, the number of shared teaching assignments at each school site shall not exceed three (3) teams per school, under the following terms and conditions.

#### 2. Definitions:

a. Job Share teaching assignments shall refer to two (2) unit members sharing one (1) full-time position. Job sharing may occur involving proportionate teaching responsibilities in amounts of other than 50%/50%.

#### 3. Eligible Employees:

- a. Currently employed tenured unit members.
- b. Teachers who have previously attained tenure in the Etiwanda School District, who have resigned their position with the District in good standing and who have current valid California teaching credentials.

#### 4. Procedure:

a. Shared teaching assignments will be filled only by eligible unit members who have jointly agreed to work together and who have submitted a written proposal for shared teaching to the Superintendent or designee. The proposal must be received on or before February 15 of each school year prior to the year in which the shared teaching assignment will be requested. The proposal may be

submitted simultaneously with the request for a year of unpaid leave, and neither request will prejudice the other. If one request is denied, the other will still be considered. Both unit members will be informed of the status of their proposal by April 1.

#### 5. Hours:

- a. Both unit members are required to work the five (5) pre, post, and mid-service days required of full-time teachers, plus regularly scheduled parent conferences, back to school night, and open house on the dates established by the District. Other responsibilities associated with the teaching assignment which occur outside of the regular workday will be divided by the two teachers, subject to the approval of the principal.
- b. Both members of the team will be responsible for sharing all information pertaining to their mutual assignment, including information from staff meetings and in-services.
- c. Upon reasonable notice to the job sharing team, the principal may require up to two (2) additional days of service from each team member to be paid at the member per diem rate.
- d. Both unit members must meet with the principal prior to June 1 to review the responsibilities of the assignment, and again prior to the opening of school to establish the exact working days and receive directions regarding attendance at staff and team meetings. The working calendar must be approved by the principal prior to the opening of school.

#### 6. Salary Schedule, Placement and Credit:

- a. Both unit members will receive an amount proportionate to their annual salary equivalent to the percentage of the job share.
- b. Both unit members will receive credit towards step advancement on the salary schedule in the amount proportionate to their annual work year calendar equivalent to the percentage of the job share. Once the combined percentages of job shares reaches one hundred percent (100%) of a work year the unit member will be able to advance to the next step on the salary schedule. Step advancement for partial work years must be completed within 5 years.

#### 7. Retirement:

a. Both unit members will receive an amount proportionate to the year's credit toward the State Teachers' Retirement System equivalent to the percentage of the job share.

#### 8. Seniority List:

a. Both unit members will maintain their place on the District seniority list.

#### 9. Permanent Status:

- a. A teacher who has previously attained permanent status in the District, who resigned their position in good standing, and subsequent to the resignation, is rehired as part of a shared teaching assignment less than 39 months after their resignation, will be considered a permanent unit member with a new seniority date of the first date of service in the shared teaching assignment.
- b. A teacher who has previously received permanent status in the district, who resigned their position in good standing, and subsequent to the resignation, is rehired as part of a shared teaching assignment more than 39 months after his or her resignation, will be considered a probationary employee, with a new seniority date of the first date of service in the shared teaching assignment.
  - i. To achieve permanent status, the unit member must actually work at least 75% of the school days of their shared assignment in two consecutive years. The unit member will remain in probationary status until this requirement is met.

#### 10. Health and Welfare benefits and Leave:

- a. Each unit member in the shared teaching assignment is entitled to an amount proportionate to the total current benefits package equivalent to the percentage of the job share.
- b. Leave provisions shall be prorated.

#### 11. Renewal:

a. The District reserves the right to review the effectiveness of a job share assignment and to determine whether or not to continue them on a year-to-year basis. A unit member on a shared teaching assignment must notify the District by February 15 if he or she wishes to reapply for a similar shared teaching assignment of the upcoming school year.

#### 12. Criteria:

a. The District will apply the following criteria in consideration of job sharing requests:

- i. Quality of previous service to District
- ii. Compatibility of teaching styles of the team members, as determined by the District.
- iii. The impact of the potential shared teaching assignment upon the school involved.
- iv. The needs and efficient operation of the District.
- v. Unit member certification and competency.

#### J. Sick Leave Bank

- Catastrophic Leave Donation on a case-by-case basis where the District and the Association mutually agree: Any bargaining unit member may irrevocably donate up to two (2) earned and unused days of sick leave to another bargaining unit member who has suffered a long-term or catastrophic illness and who has fully exhausted all paid leaves, including difference pay.
- 2. Catastrophic leave donations shall not apply to employees whose absence originated as an industrial illness or accident.
- 3. This provision shall apply to a maximum of four (4) bargaining unit members annually. No bargaining unit member may receive more than twenty-two (22) days annually of donated sick leave.
- 4. Once donated, the donation becomes irrevocable, even if the donation is not utilized. It shall be the responsibility of the Etiwanda Teachers' Association to communicate these provisions to bargaining unit members and communicate requests for implementation to the district. The District will prepare and process related sick leave accounting documents.

#### **K. Family Care and Medical Leave**

Unit members are eligible for Family Care and Medical Leave (FCML) in accordance with law and District Board Policies and Administrative Regulations.

#### L. Parental Leave

As provided by Education Code section 44977.5, unit members shall be entitled to parental leave as set forth in this section. For purposes of this section, "parental leave" means leave for the purpose of bonding with the unit member's newborn child, or with a newly placed child in the unit member's household for adoption or foster care. Parental leave does not include leave taken for the employee's disability due to pregnancy, childbirth, or recovery therefrom.

- 1. Unit members shall use current and accumulated sick leave for parental leave, for up to 12 workweeks.
- 2. When a unit member with at least one year of District service has exhausted all current and accumulated sick leave and continues to be absent on account of parental leave, he or she shall be entitled to substitute differential pay which shall be not less than 50% of the unit member's regular salary, for the remainder of the 12-week leave. Unit members with less than one year of District service may use unpaid leave for the remainder of the 12 weeks.
- 3. When the need for parental leave is foreseeable, the unit member must give the District at least 30 days advance written notice of his or her intention to use parental leave and the anticipated dates of the leave. In all other cases, the unit member must give the District as much advance notice of the need for parental leave as practicable under the circumstance.
- 4. Parental leave must be used within 12 months following the birth or placement of the child. Parental leave must be taken in increments of at least 2 weeks duration; however, the unit member may take parental leave in increments of less than 2 weeks on up to two occasions.
- 5. Parental leave under this section runs concurrently with parental (child bonding) leave under the California Family Rights Act (CFRA) and the Family and Medical Leave Act (FMLA). The total amount of parental leave may not exceed 12 workweeks in any 12-month period.

## ARTICLE 11 CLASS SIZE AND SUPPORT

A. As indicated in Board Policy 6151 – Class Size, it is the philosophy of the Etiwanda School District to maintain classroom sizes at the lowest reasonable level in order to provide optimum learning opportunities for students. Although this is the philosophy of this school district, it is recognized that there are situations beyond the control of the Board of Trustees to maintain such reasonable levels at all times. In the event of unexpected growth of the community, facilities and personnel may not be procured rapidly enough to alleviate such high classroom levels in a short span of time. In such a situation, the Board of Trustees will act with reasonable speed to provide additional facilities and personnel in order to relieve such conditions which may exist beyond those levels established by the Education Code of the State of California.

#### B. Transitional Kindergarten (TK)

The district will provide each TK class with an enrollment exceeding 24 students with 3 hours, per student day, of instructional aide support. TK classes with an enrollment of 13 to 24 students will receive 1.5 hours per day of instructional aide support. TK teachers are required to provide 100 minutes of reciprocal teacher support during the instructional day. The district will provide each TK class which does not receive 100 minutes of reciprocal teacher support with 3 additional hours per day of instructional aide support. (See Table A)

#### C. General Education Grades 1-3

The district will provide any class in grades 1-3 which exceeds 26 students with 3 hours of instructional aide support per week. (See Table A)

- 1. Analysis of class enrollment shall be based on monthly class enrollment reports. The district has a grace period of twenty days at the beginning of the school year to evaluate enrollment numbers to determine eligible support at each site. The first monthly class enrollment report will be produced on the twentieth day of enrollment. The district shall make every effort to provide instructional aide support to qualifying classes in grades 1-3 within 20 days after the monthly class enrollment report is submitted. The instructional aide support will continue in the class as long as the class enrollment exceeds 26 students, as per the monthly class enrollment report.
- 2. This additional instructional aide support described in the paragraph above for grades 1-3 will continue as long as the State continues to fund Grade Span Adjustment.

#### D. General Education Grades 4-5

The district will provide any class in grades 4-5 which exceeds 32 students with 3 hours of instructional aide support per week. (See Table A)

- 1. Analysis of class enrollment shall be based on monthly class enrollment reports. The district has a grace period of twenty days at the beginning of the school year to evaluate enrollment numbers to determine eligible support at each site. The first monthly class enrollment report will be produced on the twentieth day of enrollment. The district shall make every effort to provide instructional aide support to qualifying classes in grades 4-5 within 20 days after the monthly class enrollment report is submitted. The instructional aide support will continue in the class as long as the class enrollment exceeds 32 students, as per the monthly class enrollment report.
- 2. It is understood and agreed that in the case of holidays, parent teacher conferences, teacher absence from the school site, professional development training, a minimum day preceding a break period, scheduled testing days, and/or absence of the assigned instructional aide that the regularly scheduled instructional support time missed will not be made up and is not a violation of this provision.
- 3. The schedule for the instructional support time will be developed with input from the teacher(s) with whom the aide will work. The principal shall have final approval of the schedule.

# E. <u>Penalties Beyond Established State Class Size Requirements</u> In the event that the Etiwanda School District should opt to suffer the penalties for classroom levels beyond the state established maximum rather than move toward procuring the needed additional facilities and personnel, the right of the Etiwanda Teachers Association to bring the matter before the Board of Trustees as a matter for discussion is established.

#### F. Special Day Class (SDC), TK-Grade 8

The district will provide each self-contained <u>mild/moderate</u> special education class with 29.5 hours of base instructional aide support per week. The unit member and base instructional aide will account for the first ten students enrolled. Additionally, after the tenth student enrolled, each class will receive 29.5 hours of supplemental instructional aide support per week for every five students not assigned a TSNA (i.e. fifteenth student). (See Table A)

- 1. The district will provide each self-contained <u>moderate</u> special education class 29.5 hours of base instructional aide support per week. The unit member and base instructional aide will account for the first eight students enrolled. Additionally, after the eighth student enrolled, each class will receive 29.5 hours of supplemental instructional aide per week for every four students not assigned a TSNA (i.e. twelfth student, etc.). (See Table A)
- 2. The district will provide each self-contained <u>moderate/severe</u> special education class with 29.5 hours of base instructional aide support per week. The unit member and base instructional aide will account for the

first four students enrolled in the class. Additionally, after the fourth student enrolled, each class will receive 29.5 hours of supplemental instructional aide support per week for every two students not assigned a TSNA (i.e. sixth student, eighth student, etc.). (See Table A)

3. The schedule for the instructional aide support for special education classes described above will be developed with input from the teacher(s) with whom the aide will work. The principal shall have final approval of the schedule. The instructional aides assigned to the class will work directly with students. A self-contained class may receive two three-hour/day instructional aides in lieu of a 29.5-hour a week instructional aide.

#### G. Resource Specialist Program (RSP) TK-Grade 8

The district will provide each Resource Specialist with 29.5 hours of instructional aide support per week. (See Table A)

- 1. Itinerant Resource Specialists will not be assigned to more than two school sites in the District.
- 2. The schedule for the instructional aide support for resource specialists will be developed with input from the teacher(s) with whom the aide will work. The principal shall have final approval of the schedule. The instructional aides will work directly with students. A resource specialist may receive two three-hour/day instructional aides in lieu of a 29.5 hour/week of instructional aide.

## H. <u>Early Childhood Special Education Teacher (ECSE), Preschool</u> The district will provide each Early Childhood Education Specialist with two 29.5 hours of instructional aide support per week. (See Table A)

#### Table A

GRADE LEVEL	STUDENT ENROLLMENT	CLASSROOM SUPPORT
Preschool		Two 29.5 hour base IAs per week
Transitional	13-24 students No Reciprocal Teacher	1.5 hours IA per day 3 add'l IA hours per day
Kindergarten	25+ students No Reciprocal Teacher	3 hours IA per day 3 add'l IA hours per day
	15-24 students	1.5 hours IA per day
Kindergarten	25+ students	3 hours IA per day
	No Reciprocal Teacher	3 hours IA per day
Grades 1-3	27+ students	3 hours IA per week
Grades 4-5	33+ students	3 hours IA per week

RSP K-8	One 29.5 hour base IA per week
Mild-Moderate SDC	One 29.5 hour base IA per week. After the 10th student, one supplemental 29.5 hour IA per week for every 5 additional students not assigned a TSNA.
Moderate SDC	One 29.5 hour base IA per week. After the 8th student, one supplemental 29.5 hour IA per week for every 4 students not assigned a TSNA.
Moderate-Severe SDC	One 29.5 hour base IA per week. After the 4th student, one supplemental 29.5 hour IA per week for every 2 students not assigned a TSNA.

### I. Additional Classroom Support (TK-Grade 8)

When a student displays severe, aggressive behaviors that risks their own personal safety and/or the safety of others, a temporary instructional aide may be provided as additional classroom support for a duration up to four weeks, with administrative approval. If deemed necessary, a site administrator may extend the additional temporary classroom instructional aide support, with district approval.

## J. Clerical Support for Special Education Teachers

This District will provide each school site with clerical assistance for Special Education teachers not to exceed five (5) hours per week at elementary school sites and not to exceed 10 hours per week at intermediate school sites and the designated site for the District's elementary moderate/severe program. The allocated clerical assistance is assigned per school site, and not per Special Education teacher.

- The clerical assistance is to be used at the discretion of the school site
  principal to assist Special Education teachers with the clerical duties
  associated with scheduling and preparing for IEP meetings and finalizing
  paperwork upon completion of an IEP meeting. The school site principal
  will meet with the Special Education clerical assistant and school site
  Special Education teachers to establish calendar and scheduling
  quidelines.
- 2. The District's Special Education Department will provide annual training for all personnel providing clerical assistance for Special Education teachers to include am understanding of the IEP process, the on-line management system (SEIS) and Outlook calendaring.
- 3. The accurate and appropriate completion of duties is the responsibility of the school site Special Education teachers.

# ARTICLE 12 ASSIGNMENT AND TRANSFER

#### A. **Definition**

A *transfer* is defined as a change in work location (school, office, or one District site to another) by a unit member.

### B. **Employee Initiated Requests: Criteria for Transfer**

The following criteria shall be used in consideration of transfer requests:

- 1. The needs and efficient operation of the District.
- 2. The contribution the unit member can make in the new position.
- 3. The qualifications and experience of the unit member compared to the needs of the position to be filled and the position to be vacated.
- 4. The quality of the service rendered to the District by the employee.
- 5. The preference of the unit member.
- 6. Employee certification authorization.
- 7. The unit member's seniority in the District.

#### C. Employee Initiated Transfer Requests

- 1. A unit member may request a transfer to any school within the same position classification subject to the following conditions:
  - a. Submission of a request for transfer may be made at any time during the school year up to February 15. An employee initiated transfer request will be considered up to the first day of regular teacher service for the work year.
  - b. The filing of a request is without prejudice to the unit member and shall not jeopardize the present assignment. A request for transfer may be withdrawn by the unit member in writing at any time prior to official notification of transfer approval.
  - c. The District shall, within ten (10) days of rendering a decision provide the unit member official notification of the disposition of the voluntary transfer requests. A unit member, upon request, shall be provided with the reasons for being denied an employee-initiated transfer.
  - d. An employee-initiated transfer request will be considered up to the first day of regular teacher service for the work year for the employer-requested transfer.

#### D. **Employer Initiated Transfer**

- 1. An employer-initiated transfer may be made at any time by the District for any or all of the following reasons:
  - a. The needs and efficient operation of the District.
  - b. To balance the certificated unit members of the District or a school by considering factors, including, but not limited to, experience.
  - c. A change of enrollment necessitating transfer of unit members.
  - d. An opportunity to evaluate a unit member in a different school or location.
  - e. The quality of service to the District.
  - f. Improvement of learning conditions.
  - g. Unit member certification authorization.
  - h. Preference of the unit member.
  - i. The unit member's seniority in the District.
  - j. An involuntary transfer will be considered up to the first day of regular teacher service for the new school year.
- 2. A unit member may request and shall be granted a conference and a written statement regarding the reasons for the employer initiated transfer, as well as reasonable assistance, if necessitated by the transfer to the new location, if the employer initiated transfer occurs during the school year. In the event a unit member is transferred after the first student instructional day, the District will provide assistance in moving classroom equipment. Additionally, the District will provide up to a maximum of three full days of student-free preparation time.
- 3. Prior to any position being filled, the Assistant Superintendent of Personnel and site administrator(s) will review and consider the preference of the unit members at the affected school site(s) before a new applicant for the position is employed.
- 4. If an employer initiated transfer necessitates a change of grade level, the teacher will be reimbursed up to \$200 to be used for instructional supplies and/or materials.

### E. New School Opening

When an administrator from within the District is assigned as a principal to open a new school, the principal may select a core of up to ten volunteer unit members employed in the District for transfer to the new school. All remaining positions shall be filled in accordance with the contract and District hiring practice.

#### F. Reassignment

Reassignment is defined as movement of a unit member to a different grade level, subject area, or job assignment at the same school site. Unit members may request consideration for reassignment by submitting a written request specifying first, second, and third preferences for assignment to the site administrator no later than February 15. The site administrator may also make reassignments deemed by the administrator to be in the best interest of the instructional program at any time during the school year.

- 1. Should a site administrator make a reassignment with a unit member which requires the unit member to change rooms on non-contracted days, the unit member may submit a timecard for two (2) days of pay at the curriculum daily rate (See Article 17, Section I (1)).
- 2. Should a site administrator make a reassignment with a unit member which requires the unit member to change grade level or subject area after the beginning of the teacher work calendar, the unit member will be reimbursed up to \$200 to be used for instructional supplies and/or materials.
- 3. Should a track change result in a unit member teaching less than a period of 185 days in a school year, the unit member's annual compensation will not be reduced. The unit member shall be assigned responsibilities by the District, including but not limited to substitute service to complete the required 185 days of service. This shall not apply to a unit member employed after the beginning of the school year, or to certificated employees employed on a part-time basis.

# ARTICLE 13 UNIT MEMBER EVALUATIONS

- A. Shall be adopted pursuant to Board Policy 4115 and Administrative Regulation 4115.
  - 1. A program of regular, periodic evaluation involving all unit members shall be designed to achieve these purposes:
    - a. To identify standards and conditions of professional service in the Etiwanda School District.
    - b. To upgrade through professional counseling the job performance of all unit members.
    - c. To provide a simple permanent record of the quality of each unit member's service.

#### **B. Frequency of Evaluations**

- 1. The performance of each certificated employee with permanent status shall be evaluated and assessed on a continuing basis as follows:
  - a. At least twice each school year for probationary and temporary personnel.
  - b. The District shall evaluate all permanent unit members at least once every two years for the first ten years they serve in the same certificated position in the District.
  - c. A permanent certificated unit member who has received an unsatisfactory evaluation shall be evaluated annually until the unit member receives a satisfactory evaluation.
  - d. A permanent unit member who is determined to meet or exceed the California Standards for the Teaching Profession and has served in the same certificated position in the District for more than ten years with the last two preceding evaluations being satisfactory shall be evaluated at least every three years.

# ARTICLE 14 UNIT MEMBER SAFETY

- A. The District and ETA recognize the mandate of the California Constitution at Article I, section 28, that students and staff have the inalienable right to attend school campuses that are safe, secure, and peaceful.
- B. A unit member shall immediately report to the immediate supervisor any written, verbal or physical abuse, assault, battery, or threat of force directed toward the unit member, by a student, parent or campus visitor where such act is related to school activity or attendance. The incident shall also be promptly reported to appropriate law enforcement authorities by the employee and the District as prescribed by Education Code Section 44014(a). The District shall promptly investigate reports of abuse, battery, assault, or threat of force, and take actions it deems appropriate to provide a safe working environment for bargaining unit members.
- C. The District shall make available to unit members at each school site Board Policies and Administrative Regulations governing student discipline. As per Education Code 48910, a unit member may suspend a pupil from their class for the day of the suspension and the day following, for offenses enumerated in Section 48900 of the Education Code, and shall report the suspension to the Principal/designee and send the pupil to the Principal/designee for appropriate action.

# ARTICLE 15 CURRICULUM AND INSTRUCTION

A. The Superintendent or designee may, on an as-needed basis, establish a committee of interested parties to study any defined program of study carried on by the District. Such committee shall be established at the discretion of the Superintendent and shall be dissolved when, in the opinion of the Superintendent, the committee has completed its charge. If the Superintendent/designee established a study committee, the Association shall be invited to appoint a representative to participate in the study and recommendations of the committee.

# ARTICLE 16 EMPLOYEE BENEFITS

### A. <u>Unit Member Health Insurance</u>

### 1. <u>District Annual Contribution</u>

- a. The purpose of this article is to make health and welfare benefits available to unit members while containing the cost increases for these benefits.
- b. The District's maximum annual contribution per full-time eligible unit member toward health and welfare benefit premiums for employees enrolled shall be \$19,920 commencing July 1, 2024.
- c. Unit members selecting coverage with premium costs in excess of this amount shall authorize payroll deduction of premiums beyond the District's contribution as a condition of receipt of benefits.
- 2. Bargaining unit members shall be required to enroll in, at a minimum, family dental, family vision and employee only life insurance.
- 3. Bargaining unit members employed prior to July 1, 2004 who do not utilize the full District contribution toward health and welfare benefit premiums shall be limited to a maximum annual benefit of \$5,900.00.
- 4. Any member electing to opt out of medical coverage must provide proof satisfactory to the District of other comparable current group coverage by August 15 of that year. If comparable coverage is not provided by August 15 the District will enroll the unit member in the least cost medical coverage available that year. Comparable group coverage is defined as medical coverage that meets or exceeds the Affordable Care Act (ACA) standards. Current coverage is defined as coverage that will be in effect at the time of renewal on or after July 1 of that calendar year.

### B. Retiree Coverage

1. The District shall provide retiree-only, medical only, insurance to a unit member who retires at or after 55 years of age until the retiree reaches age 65 or is eligible for Medicare or other federal or state supported medical coverage, whichever occurs first. The annual contribution by the District for the retiree's medical insurance shall not exceed the annual health and welfare District contribution for active unit members described in Section A above, less premiums for the least expensive family composite dental, least expensive family composite vision and the least expensive employee only straight term life insurance. The retiree shall pay any premium costs in excess of the adjusted District contribution, as defined above. The District will allow retirees, at their cost, to purchase

medical benefits for eligible dependents until the retiree reaches age 65. Should a retiree pass away prior to age 65, benefits for eligible dependents will cease. To be eligible for this retiree benefit, the unit member must fulfill the following requirements:

- a. The retiree must have reached age 55 on or prior to the effective date of retirement.
- b. The unit member must have worked in the District for a period of 15 years.
  - i. Unit members in a job share assignment will each receive service credit in the amount proportionate to their annual work year calendar equivalent to the percentage of the job share. Service credit may be combined to equal one year of service for retirement benefit eligibility. Once the combined percentages of job shares reaches one hundred percent (100%) of a work year the unit member will be able to add one year of service credit. Combined service credit for partial work years must be completed within 5 years.
- c. The unit member must be employed in the Etiwanda School District on the effective date of retirement.
- d. The unit member must be enrolled with the district's medical care provider prior to the effective day of retirement. Should the unit member not be enrolled, the unit member will not qualify for retirement health benefits.

#### C. **Dental Insurance**

The District's composite dental plan, or its substantial equivalent, shall remain in effect for the term of this Agreement. Premiums for composite family dental plan shall be required for all unit members.

### D. Life Insurance

The District's employee only straight term life insurance policy in the amount of \$50,000 coverage shall remain in effect for the term of this Agreement. Premiums for employee only life insurance shall be required for all unit members.

### E. Vision

The District's composite vision plan or its substantial equivalent shall remain in effect for the term of this Agreement. Premiums for family composite vision plan shall be required for all unit members.

#### F. Tax Sheltered Annuities

Unit members may participate in the tax sheltered annuity of their choice in accordance with the terms and conditions of the District's plan which has been qualified under the provisions of the Internal Revenue Code.

#### G. **Duration of Benefits**

A unit member who terminates employment on the last scheduled unit member work day of the school year shall be entitled to continue health and welfare benefit coverage, if enrolled through August 30, of that calendar year.

### H. **Dependent Coverage**

The District shall provide health and welfare benefits for eligible dependents of unit members, as defined by the Affordable Care Act, up to the maximum annual District contribution. Effective July 1, 2005, employees must provide proof of the dependents' eligibility for benefits. The District reserves the right to periodically confirm eligibility for coverage by requesting verification as provided in this section. Registration with the Secretary of State as a domestic partnership, valid marriage certificates or joint tax returns, or children's birth certificates or valid guardianship orders constitute proof of eligibility. No other forms of proof will be accepted.

# I. <u>Employee Benefits Overpayment Redistribution</u>

Upon the District receiving the insurance refund from a current or previous insurance provider due to overpayment/excess contribution for a plan year, the District shall disperse the pro rata share of the funds received equally amongst current unit members that were enrolled members of the associated benefit program during the plan year generating that refund.

# ARTICLE 17 SALARY AND COMPENSATION

### A. Salary Schedule

- 1. For the 2023-2024 school year, the salary schedule shall be increased by five percent (5%), retroactive to July 1, 2023, for all unit members in the employment of the district on the date of ratification.
- 2. Commencing with the 2020-2021 school year longevity increments for Steps 16 30 in Column 4 will be \$667.
- 3. Commencing with the 2020-2021 school year longevity increments for Steps 16 30 in Column 5 will be \$734.
- 4. Commencing with the 2020-2021 school year Column 5 will read, BA + 60 semester units + MA, or BA + 90 quarter units + MA.
- 5. Unit members who receive an increase in salary because of the change in Column 5 are responsible for requesting and notifying the District of column advancement per the requirements stated in section C of this article.

### B. Initial Salary Schedule Placement

- 1. Full-time unit members who possess a valid credential registered with the County Office which required full completion of a student teaching program shall be given credit for up to five years of successful public school teaching experience at grades K-12 upon provision of verification of such experience satisfactory to the District.
  - a. The initial placement shall not exceed Step 6.
  - b. In order to be counted as successful experience, the unit member must have actually rendered full-time equivalent service of 75% of the days of a school year.
  - c. Years submitted for experience credit must have been taught in the 10 years immediately preceding employment with the Etiwanda School District.
- 2. For initial placement, lower division units acquired after the B.A. or B.S. degree are not acceptable for salary credit. Upper division or graduate units from an accredited college or university taken after the date of the B.A. or B.S. degree shall be credited for salary placement.
  - a. Failure to submit official transcripts or other verification by September 15 of the first year of employment as requested will result in the units

- not being accepted for salary credit until the next submission date (refer to C. <u>Advancement on the Salary Schedule</u>).
- b. Teachers hired after September 15 must submit official transcripts within 60 calendar days of their contract start date.
- 3. Interns, teachers on emergency or other credentials, not requiring full completion of student teaching or its equivalent prior to issuance, shall be placed on Step 1, Column 1 regardless of the number or type of units completed or the member's previous experience.

### C. Advancement on the Salary Schedule

- All step advancement on the salary schedule shall be effective to the first day of the contractual teacher return to work date for the beginning of the school year.
- 2. Unit members who have worked at least seventy-five percent (75%) of the number of days in a teacher's regular work year shall be granted one and only one step on the salary schedule.
- Column advancement may be modified by submission of all necessary documentation required by the District to support the entitlement to such increase to the Assistant Superintendent of Personnel by September 15, January 15, or May 15.
  - a. Payment for such column increase shall be paid no later than three regular pay periods or three months, whichever is longer, after September 15, January 15, or May 15 provided that the unit member has filed all documentation required by the District for the column increase by the applicable date.
    - i. The September 15 submission shall be retroactive to the first day of the contractual teacher return to work date for the beginning of the new school year. The January 15 submission shall be retroactive to January 1 of that year, and the May 15 submission shall be retroactive to May 1 of that year.
- 4. Upper division or graduate units from an accredited college or university taken after the date of the B.A. or B.S. degree shall be credited for salary advancement under the criteria in paragraph C.2. Official transcripts must be submitted directly to the District's Personnel Department from the college/university as verification of coursework completed.

- 5. All units accepted for salary credit shall meet each of the following criteria:
  - a. The units must be from a college or university accredited and listed in the publication, "Accredited Institutions and Postsecondary Education," published by the American Council on Education. Unit members who were to receive salary schedule advancement credit for units from an out-of-state accredited university or college must obtain the advance written approval for such credit from the Superintendent or designee.
  - b. When a unit member believes that a lower division class would be beneficial to the District and to the unit member in their current or future assignment, approval must be obtained in advance from the Superintendent/designee.
  - c. A grade of "C" or above (or pass) must be received in order to be acceptable for salary credit.
  - d. When rounding, two-thirds of a semester unit shall count as a full unit. One-third of a unit shall count as nothing.
- 6. Movement shall be to a step and column reflecting the eligible experience and unit credit of the unit member.
- 7. Unit members who are approved by the Board for a partial leave of absence for the purposes of working a prorated number of contracted days, as described in Article 21–A., will receive credit toward step advancement on the salary schedule for their partial work year in the amount proportionate to the full work year of the applicable job assignment.
  - a. Once the combined percentages of prorated contracted work years reach 100% of a full-time work year, as described in Article 21–A., the unit member will be able to advance to the next step on the salary schedule effective the following July 1.
    - i. For example, unit members who work .2 FTE per school year may earn a step advancement on the salary schedule after 5 consecutive school years.
  - b. If combined years exceed 100% FTE the remainder partial year will be carried over and applied to the following year.
    - i. For example, unit members who work two consecutive years at .6 FTE may earn step advancement and carry over .2 FTE. The minimum increment that can be accumulated is .2 FTE.

- c. Step advancement for partial work years must be completed within a five-year time frame. Accumulated partial year credit is for consecutive years of part-time service only.
- d. This section shall apply to longevity increments. This section has no effect on seniority, attainment of permanent status, or other rights described in this Agreement.
- 8. Upon completion and registration of a valid credential fulfilling the requirements of student teaching, unit members previously teaching on intern, emergency, or other credentials not requiring student teaching, shall have their salary schedule placement adjusted in accordance with their education and experience as defined in this Agreement, effective at the beginning of the next school year.
  - a. Verification must be submitted no later than September 15.

#### D. Hourly Instructional Rate

1. Effective May 27, 2022, a \$60.00 hourly rate will be paid to unit members for instruction assignments beyond their regular contract teaching duties, subject to site administrator approval.

# E. Compensation for Substitute Shortage

- 1. Effective February 22, 2022, in the event any unit member is required to cover a class for one period of the school day or longer when a substitute teacher is not available, or asked to supervise and instruct TK-8 students from another classroom when students are divided between classes, the unit member shall receive additional compensation as described below:
  - a. Unit Members who provide substitute coverage for another teacher's entire classroom of students shall be compensated at the long-term substitute daily rate, prorated to reflect the time spent in the classroom with students as a proportion of a full school day.
  - b. Unit Members who accept students into their classroom, from a classroom where students are divided for the entire day, shall be compensated at the long-term substitute daily rate, divided by the number of unit members who provide coverage for the divided classroom. If the coverage is for less than a full school day, the amount shall be prorated to reflect the portion of a school day the coverage is provided.
- 2. The opportunity for compensation by providing coverage for students or classrooms will be done in an equitable manner (based on instructional need as determined by the site administrator), by selecting from among all available unit members with the appropriate credential for the class to

be covered. The time spent providing substitute coverage, as described above, will not count towards preparation time described in Article 9, Sections I, J, K, and L. Nothing contained herein shall be seen as a limitation of a voluntary substitution arrangement between unit members, subject to administrative preapproval.

### F. Compensation for Intermediate Extracurricular Duties

- 1. Extra-curricular stipend duties include non-academic extra assignments, such as coaching and supervision of before and after school activities, or service as an assigned advisor for extra-curricular duties identified herein, initiated and approved by the site administrator. The assignment of the extra-curricular duty is at the sole discretion of the site administrator.
- 2. The District will pay an annual stipend for each extracurricular activity identified herein which may occur before or after the end of the regular workday. Each intermediate school will receive \$6,000 annually to use towards implementation of site-selected stipends from the list below.
- 3. The intermediate extracurricular activities are divided into two (2) levels, and shall be compensated as per the following schedule for the duration of the contract:
  - a. Level 1 Stipend = \$1,600

Level 1 extra-curricular activities are defined as yearlong programs which include a culminating performance and/or product.		
Student Leadership Teacher	Chorus Teacher	
Drama Teacher	Yearbook Teacher	
School Journalism Teacher	Band Teacher	
Video Production Teacher	Tall Flag Teacher	
Academic Pentathlon Teacher		

b. Level 2 Stipend = \$1,080

Level 2 extra-curricular activities are	defined as short-term programs.
Intramural Coach	

i. Scope of assignment for Intramural Coach: Each sport season shall consist of twelve sessions at approximately 1.5 hours of instruction/supervisory responsibilities per session. Should an intramural sports session be shortened to 10 sessions due to the implementation of an intermural sport, the Intramural Coach will be compensated for the 15 hours worked at the \$60 per hour instructional rate of pay. ii. Elementary physical education teachers are excluded from receiving a stipend as Intramural Coach for implementing the intramural program at the elementary level. The intramural program at the elementary school is considered part of the instructional day for an elementary physical education teacher.

### G. Compensation for Intermediate Intermural Sports

1. In the event that an intermediate competitive interdistrict sports program is reinstated, the District will provide a Level 1 stipend to the following:

Football Head Coach	Soccer Head Coach
Basketball Head Coach	Track Head Coach
Volleyball Head Coach	

- 2. The District, in collaboration with intermediate principals, will determine the number of head coaches per sport.
- 3. In the event that an intermediate competitive interdistrict sports program is reinstated, the District will provide a Level 2 stipend to the following:

Football Assistant Coach	Soccer Assistant Coach
Basketball Assistant Coach	Track Assistant Coach
Volleyball Assistant Coach	

4. The District, in collaboration with intermediate principals, will determine the number of assistant coaches per sport.

### H. Elementary Stipend Allocation

- 1. \$3,000 will be available to each elementary and intermediate school for the purpose of providing release time or compensation for teachers who supervise student extracurricular activities.
- Stipend compensation for before and after school activities at the elementary level will be developed in a fair, consistent, and equitable method, at each school site, while maintaining autonomy to reflect the individual culture and priorities at each school.
- 3. Pay for stipends at the elementary level will be determined by the elementary principal and will not be subject to the stipends described in Article 17, Section F.

## I. Compensation for Additional Assignments

# 1. <u>Curriculum or professional development outside the regular work year</u>

a. Unit members who render mutually agreed upon service outside of the regular work year for curriculum and/or professional development designated by the district shall be compensated at \$175 per day or \$87.50 per half day. This rate will remain in effect during the term of this agreement.

# 2. <u>Teacher on Special Assignment - Academic Advisor, Student</u> Success Coach, Professional Development Support Provider

a. A teacher on special assignment includes 15 additional work days beyond the certificated regular work year. Commencing with the 2022-2023 school year the District will provide an annual stipend of \$7,500 for a unit member serving in the capacity of a teacher on special assignment, including Academic Advisors, Student Success Coaches and Professional Development Support Providers.

### 3. Professional Development Support Provider

a. If the work year for this position does not exceed the number of days of the work year for a full-time unit member assigned to a classroom, no additional stipend shall be provided.

### 4. Grade Level/Special Education Chair Stipend

- a. The District will provide an annual Grade Level Chair stipend of \$1,000. This stipend will be provided at the elementary level and the intermediate level.
  - i. Up to seven (7) stipends will be offered per elementary site.
  - ii. Up to seven (7) stipends will be offered per intermediate site.
- Teachers receiving this annual stipend are responsible for noninstructional professional responsibilities described in Article 9, Section C.

### 5. Student Study Team (SST) Stipend

- a. The District will provide an annual Student Study Team stipend of \$500. This stipend will be provided at the elementary level and the intermediate level.
- b. Up to five (5) stipends will be offered per site.

c. Unit members receiving this stipend will still be responsible for noninstructional professional responsibilities described in Article 9, Section C.

#### 6. Intermediate General Education Inclusion/Co-Teacher

- a. Effective July 1, 2023 the District will provide an annual stipend of \$500 per inclusion grouping to each intermediate teacher designated as an Intermediate General Education Inclusion Co-Teacher, as identified by the site administrator on the master schedule.
- b. An intermediate general education inclusion class is comprised of students receiving SAI services within their general education inclusion core content classes. This does not include general education teachers who support Special Day Class mainstream students for one core class.
- c. Unit members receiving this stipend are responsible for planning and collaboration with the Special Education teacher, IEP implementation, and participation at IEP meetings.
- d. Unit members receiving this stipend are responsible for noninstructional professional responsibilities described in Article 9, Section C.

# 7. Master Teacher Stipend/SLP Intern Supervision

a. A unit member serving as a master teacher or SLP Intern Supervisor will receive a \$250 stipend for the term of the assignment.

#### 8. Compensation for IEP Meetings

a. In the event an Individualized Education Program (IEP) meeting extends forty-five minutes past a unit member's contractual workday, the unit member may timecard any additional time beyond the forty-five minutes at the hourly instructional rate as defined in Article 17, Section D. A unit member's contractual workday is defined in Article 9, Section A.

### 9. Elementary Combination Class Teacher Stipend

a. Effective July 1, 2023, the District will provide an annual stipend in the amount of \$500 for an elementary general education teacher who is assigned a combination class consisting of two different grade levels. The District has a grace period of twenty (20) days at the beginning of the school year to dissolve elementary combination classes at each site.

## J. Conditions of Extracurricular Assignments

- 1. The principal, in conjunction with the Superintendent's designee, shall have the discretion to determine which extracurricular duties shall be offered at the site.
- 2. It is expressly understood that the extra-curricular assignments are from year to year and are subject to annual written approval prior to the commencement of the assignment by the Superintendent or designee. Such assignments may be terminated during the school year if, in the opinion of the Superintendent or designee, the unit member fails to perform his/her regular or extracurricular assignments in a satisfactory or better manner. If the assignment is terminated during the course of the assignment, the unit member will be paid for services rendered prior to termination.
- 3. Payment will be calculated based on the total number of days of required service. The stipend will be divided by the total number of days and this amount will be multiplied by the number of required days served. Preseason or other such optional preparation is at the discretion of the assigned unit member and is not compensated as part of the stipend.

### K. Speech and Language Pathologists

- 1. Speech and Language Pathologists (SLPs) will have a separate salary schedule. Commencing with the 2022-2023 school year the SLP salary schedule will reflect an increase by \$3,000 starting on Step 1. Commencing with the 2023-2024 school year the SLP salary schedule will reflect an increase by \$1,500 starting on Step 1.
  - a. For newly hired, fully credentialed SLPs, the District may recognize all years of time experience providing speech and language therapy services in a public or private setting for purposes of salary schedule placement. For purposes of this paragraph, a year of experience means at least 75% of full-time experience, or at least nine months of part-time experience.
  - b. The District reserves the right to reject experience it determines not to be sufficiently comparable to the work of an SLP, or experience that cannot be verified to the District's satisfaction. The District's determination pursuant to this paragraph shall be conclusive.
- 2. The District may provide a signing bonus of \$3,000 to newly hired, full time, fully credentialed SLP's when the District determines there is a widespread difficulty in staffing SLP positions. The District will determine annually if a signing bonus will be implemented for newly hired SLPs for the upcoming school year.

- a. To be eligible for this bonus, the SLP must not have been employed by the District within the five years preceding the date of employment.
- b. The bonus shall be paid over the first year of the SLP's employment, divided into 10 equal payments.
- c. The bonus shall be paid as wages to the SLP and reported on the SLP's Form W-2 as part of the SLP's annual compensation.
- d. The district makes no representation whether the California State Teachers Retirement System or California Public Employees Retirement System may consider the bonus.
- e. If the SLP separates from employment with the District for any reason, voluntarily or involuntarily, before completing two years of service, the SLP will not receive any remaining unpaid portion of the bonus. For purposes of this paragraph, a SLP who is placed on a reemployment list after exhausting all available leave shall be deemed to have separated from employment.
- 3. The District will reimburse SLP's for annual certified membership dues with the American Speech-Language-Hearing Association during the period of time the SLP is employed by the District. The SLP is responsible for submitting a receipt to the District for reimbursement.
- 4. When a fully credentialed, qualified District SLP agrees to supervise an employee who is completing the Clinical Fellowship Year (CFY) and/or Required Professional Experience (RPE), the District will pay the SLP a stipend of \$150 per month for each full month the SLP is employed by the District and engages in supervising the CFY participant and/or RPE. SLPs may not receive more than one such stipend per month.

# ARTICLE 18 UNIT MEMBER TRAVEL

- A. Unit members who are required to use their personal automobiles in the performance of their duties, and unit members who are assigned to work at more than one work site per day shall be reimbursed for such travel at the per mile rate approved by the Internal Revenue Service. Travel times and distance are calculated for business travel in excess of the unit member's normal commute (non-itinerant employees) and are to be validated by the unit member's supervisor. Unit members shall not be reimbursed for mileage traveled from home to the assigned work location and/or the subsequent trip home.
- B. Unit members shall not transport students in personal vehicles for district or site-related business without the prior authorization from a school site administrator. For safety purposes, an additional school employee must accompany the unit member in the vehicle.
- C. Unit members who operate their personal vehicles on District business shall maintain minimum insurance coverage as required by state law.
- D. Unit members who are required to use their personal vehicles on District business shall in addition be covered by the District's liability insurance for such use.

# ARTICLE 19 PHYSICAL EXAMINATIONS

A. The District reserves the right to require physical examinations of employees in accordance with the Education Code and Title 5, California Code of Regulations. The District will pay the portion of the cost of such required physical examinations not covered by the employee's insurance.

# ARTICLE 20 UNIT MEMBER WORK CALENDAR

## A. Number of Work Days

- 1. Unit member work days shall total 185 working days for the school years during the term of this Agreement, except as provided herein.
  - a. 180 student instruction days
  - b. Two (2) data analysis/professional development days
  - c. Two (2) teacher preparation days prior to the first day of the school year, free from any mandatory site or District activities.
  - d. One (1) district-directed preparation/meeting day prior to the first day of the school year
- 2. Unit members newly hired by the District prior to the date established by the District for the "New Teacher Academy" shall be required to report for up to five (5) days for the staff development academy (regular 7½ hour work day). The purpose of this academy is to acquaint new unit members with district adopted curriculum and the instructional program of the District, and provide professional development training. Participants in New Teacher Academy shall receive compensation for this required professional development at the applicable staff development rate as described in Article 17, Section I (1)(a). The seniority date, or the first date of paid service in a probationary position, will be the first regular day of teacher service for the work year which is the first day of New Teacher Academy that a probationary unit member is in attendance.
- 3. While it is preferable that all unit members hired prior to or during the "New Teacher Academy" dates attend the training, it is possible that some newly hired unit members may have pre-existing plans that conflict with one or more of the academy dates and that these plans may not be able to be rescheduled. In this event, the District will require a written statement from the unit member that is unable to attend and a brief description of the reason that they cannot attend. Alternate required professional development training dates may be scheduled by the District for new unit members who do not attend the initial staff development days during New Teacher Academy. Alternate dates will be scheduled during the work day after the start of the new school year, and participants shall not receive compensation.
- 4. While it is preferable that all newly hired unit members participate in the Etiwanda School District Induction Program, unit members may elect to register at a University Induction Program of their choice. The Etiwanda

School District will assume no fees for unit members who choose to enroll in a University sponsored Induction Program.

### B. Non-Instructional Preparation and Meeting Days

- 1. As described in Section A of this article, unit members shall have two (2) days, prior to the beginning of the new school year, to prepare their classrooms and to tend to other professional responsibilities. Unit members not assigned to classroom duties shall utilize these days for other professional duties. The date and purpose of the one (1) district-directed preparation/meeting day prior to the first day of the new school year will be determined by the district and site Principal. The District will provide two (2) professional development/data analysis days during the school year.
- 2. The District may require unit members with other than regular classroom teaching assignments to work additional days beyond their regular work year up to 10 additional work days. Such unit members will be compensated on a per diem basis. By mutual agreement, the unit member and the District may agree to extend the unit member's work year beyond the additional 10 days.
- 3. The teacher work calendar shall be made available on the District website. Minimum days will be one and one-half (1.5) hours shorter than regular school days, with the exception of Preschool and Transitional Kindergarten.

# ARTICLE 21 PUBLIC CHARGES

- A. Complaints to the District from students, parents, or citizens about a unit member which require remediation or disciplinary action shall be reported to the unit member within ten (10) school days.
- B. Should the involved unit member or supervisor believe that a meeting would assist resolution of the complaint; an attempt will be made to schedule a meeting between the unit member and the complainant. At the request of the unit member, an Association representative may be present at the meeting.
- C. The immediate supervisor will attempt to resolve the complaint at the lowest possible level.
- D. Disciplinary action, including suspension, will not be taken against the unit member unless the unit member receives a written statement of the complaint, listing date of complaint, name of complainant, and specific concerns. The unit member will have an opportunity to respond to the District's written statement in writing.
- E. The unit member shall be given time during the contractual day to review the complaint so long as such review would not interfere with classroom responsibilities.
- F. The unit member shall have the right to Association representation at all meetings regarding employee discipline or proposed disciplinary action.
- G. A District administrator will notify the Association president prior to a unit member's placement upon administrative leave for disciplinary reasons.
- H. All information or proceedings regarding any actions or proposed actions pursuant to the Article shall be kept confidential by the parties to the extent permitted by law.
- I. A formal evaluation rating which makes reference to a complaint cannot be used unless the complaint has been discussed between the unit member and evaluator and the unit member has had an opportunity to respond with an explanation in writing to be attached to the formal evaluation.

# ARTICLE 22 RESIGNATION

A. A unit member's written resignation shall become final and irrevocable forty-eight (48) hours from the time it is accepted by the Superintendent or Superintendent's designee. Should the resignation be presented to the District on a Friday, the unit member may withdraw said resignation on or before noon (12 p.m.) of the following Monday.

# ARTICLE 23 EMPLOYEE MENTORING AND PROGRESSIVE DISCIPLINE

A. Progressive discipline practices, in alignment with BP and AR 4118 shall be followed, with the goal of providing a fair and consistent approach to disciplinary actions. The District retains discretion to determine the level of discipline based upon the seriousness of the misconduct. The District retains sole discretion to revise and update BP and AR 4118 consistent with the law.

# ARTICLE 24 SAVINGS

A. If any provision of this Agreement is determined to be contrary to law by a final judgment of a court of competent jurisdiction, such provision will be deemed invalid except to the extent permitted by law. All other provisions shall continue in full force and effect.

# ARTICLE 25 REOPENER NEGOTIATIONS AND DELIVERY OF AGREEMENT

- A. For the purposes of recurring negotiations during the term of this agreement, the following standard is established: There shall be no right by either party to open any article during the remainder of the 2023-2024 school year.
- B. During the 2024-2025 school year, the District and the Association agree to open Article 16 for the 2025-2026 school year and Article 17 for the 2024-2025 school year and any current MOUs. Additionally, the Association and District may each open one additional article of their choice.
- C. During the 2025-2026 school year, the District and the Association agree to open Article 16 for the 2026-2027 school year and Article 17 for the 2025-2026 school year and any current MOUs. Additionally, the Association and District may each open one additional article of their choice.
- D. During the 2026-2027 school year, the District and the Association agree to open the full contract for review and negotiations.
- E. If at any time during the term of this agreement, the opportunity to implement education reforms arises that may affect the compensation and working conditions of bargaining unit members, the parties to this agreement will negotiate concerning the inclusion of said legislation in this agreement.
- F. Within thirty (30) days of ratification of this Agreement by all parties, the District shall deliver to the Association an electronic version of the ratified contract and the District will post a copy of the Agreement on the District website.

# ARTICLE 26 EXECUTIVE AGREEMENT

In witness whereof the undersigned parties hereby acknowledge the ratification of this document by the Etiwanda Teachers Association and the Etiwanda School District.

### **APPROVED**

For the District

Laura Rowland

Assistant Superintendent

Personnel Services

Date: 02-29-24

For the Association

Michelle Carney

ETA President

Date: 02-29-24

# Appendix 1 Timeline for Grievance Procedure

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the concerns which may arise from time to time. The Association and District agree that this process will be kept as informal and confidential as may be appropriate at any level of the procedure.

### Level 1:

- Notify site administrator or supervisor of grievance within ten (10) days after the occurrence of the act or omission giving rise to the grievance.
  - a. Directly or by designated grievance representative.
- 2. Administrator will schedule a meeting within five (5) days of receipt of the notification from the grievant that there is a grievance to be discussed.
- 3. If the site administrator or supervisor does not schedule a meeting within five (5) days of receiving the notification of grievance or if the parties cannot agree upon an extension of a five day time period for the meeting, the grievant may proceed to Level 2 on the day following the five day period for holding the meeting.

### Level 2:

- 1. Within five (5) days after the Level 1 meeting, if the grievance is not resolved, the grievant must present the grievance in writing to the superintendent/designee.
  - a. Provide a clear, concise written statement of grievance.
  - b. List specific provisions alleged to have been violated and explain circumstances involved.
  - c. Include decision rendered at Level 1 conference.
- 2. The superintendent/designee shall communicate a written response within ten (10) days after receipt of the grievance.

a. Either party may request a personal conference, to be scheduled prior to the conclusion of the level.

# Level 3:

- 1. If a grievance is not resolved in Levels 1 or 2, the employee and/or the Association may request in writing a hearing before an arbitrator.
- 2. The written request shall be filed in the Office of the Superintendent within ten (10) working days after receipt of the written decision at Level 2.
  - a. The District and Association shall select a mutually acceptable arbitrator.
  - b. Should they be unable to agree on an arbitrator within ten (10) working days of the Association's submission of the grievance to arbitration, submission of the grievance shall be made to the American Arbitration Association.

# **Rights of Unit Members to Representation:**

1. A unit member may represent themselves or have a representative selected by the Association.

## **Miscellaneous:**

- 1. Decisions rendered at Levels 1 and 2 of the grievance procedure will be in writing, and will be transmitted promptly to all parties of interest and to the President of the Association.
- 2. Time limits for appeal provided in each Level shall begin the day following receipt of written decision by the parties of interest.
- 3. When it is necessary for a representative designated by the Association to investigate a grievance or attend a grievance meeting they will be released without loss of pay
  - a. Any unit member who is requested to appear in such investigations, meetings, or hearings as a witness will be accorded the same right.
- **4.** 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.