

ETIWANDA SCHOOL DISTRICT

**COLLECTIVE BARGAINING AGREEMENT
WITH
THE ETIWANDA TEACHERS ASSOCIATION**

July 1, 2019 – June 30, 2022

Board Ratified February 13, 2020

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With the Etiwanda Teachers Association

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

The following changes to the Etiwanda School District Collective Bargaining Agreement with the Etiwanda Teachers Association are agreed upon and reflected in the agreement as ratified by the membership of the bargaining unit and approved by the Governing Board of the Etiwanda School District.

**ARTICLE I
AGREEMENT**

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.

This Agreement shall remain in full force and effect from July 1, 2019 through and including June 30, 2022.

Both parties reserve the right to open negotiations on any article in this contract by mutual agreement

**ARTICLE II
RECOGNITION**

- A. The District recognizes the Etiwanda Teachers Association as the exclusive representative of all certificated employees of the District as defined in the Educational Employment Relations Act, for the purposes of meeting and negotiating. The following classification of certificated employees are not represented by ETA:

Teaching Vice Principals
School Nurses
Psychologists
Counselors
Management
Short and Long-term Substitutes
Confidential and Supervisory Employees

ARTICLE III
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 IV
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
 - a. were obtained prior to the employment of the person involved,
 - b. were prepared by identifiable examination committee members, or
 - c. 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 V
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 following the conclusion of each faculty 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 management/supervisory employees and substitutes) and, during these orientation meetings, permit the Association up to 60 minutes to address the new employees.

The District shall provide the Association the name, job title, department, and work location of all new certificated employees (excluding management/supervisory employees and substitutes) 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 management/supervisory employees and substitutes) 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 stakeholders in the decision-making process. LCAP Advisory Committee Association members' term shall be the same as other stakeholder member terms.

ARTICLE VI
PERSONAL AND ACADEMIC FREEDOM

The District recognizes the democratic right of unit members to participate in political activities which are in accordance with federal and state law.

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.

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.

The District will follow Education Code regarding procedures for changing grades given by a teacher.

ARTICLE VII
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:**

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise. 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 grievant will notify the immediate supervisor of the grievance either directly or through the Association's designated grievance representative with the objective resolving the matter informally, within ten (10) days after the occurrence of the act or omission giving rise to the grievance. 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.

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.

2. **Level Two:**

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. 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:**

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.

The Association either in its own behalf or in behalf of the affected teachers may initiate a grievance which affects more than one unit member in a single building or unit members in more than one building at Level One.

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.

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.

The Board will determine whether to accept the arbitrator's recommended decision within thirty (30) days of receiving the recommended decision.

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. **Miscellaneous:**

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.

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.

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 VIII
PROFESSIONAL DUES AND PAYROLL DEDUCTIONS

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 reeducation or deduction for an employee can be processed by the District payroll department according to payroll timelines.

With respect to all sums deducted by the District, pursuant to 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.

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 cancelled or changed.

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.

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 to complete payments by the end of the school year.

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 IX
UNIT MEMBER WORK HOURS AND RESPONSIBILITIES

- A. **Unit Member Work Hours.** The unit member work day shall begin 30 minutes before the opening of school, 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 an instructional 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.

Commencing with the 2018-2019 school year a half-day certificated substitute teaching position will be three hours and forty-five minutes.

- B. **Instructional Professional Responsibilities.** These 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. Such instructional duties also include assigned supervision of students within and outside the classroom, participation in back-to-school night, open house, promotion, parent conferences, parent teacher meetings, IEP meetings, certain evening performances by pupils, and emergency needs.

Commencing with the 2018-2019 school year, supervision responsibilities for unit members in grades 1-8, which include before and after school hours, student recesses, and all other scheduled non-classroom supervision assignments, will be reduced as equitably as possible. Unit members in grades 1 through 5 shall have instructional day supervision assignments eliminated first in the reduction of supervision assignments. This will ensure unit members 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 a reduction 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.

Unit members serving under their special education credential will be relieved of supervision duties.

In the event of an emergency, or in the unforeseen absence of non-certificated personnel to provide adequate student supervision, unit members may be required to supervise students at any time during the contractual day.

Section B of this article shall not be subjected to the contractual grievance procedure outlined in Article VII of this agreement for the 2018-2019 school year.

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, field trips outside of the regular school day, assigned school committees, and emergency needs. Site-coordinated LCAP Parent Education sessions are not included as Professional Responsibilities.

D. **Reduced Instructional Day for Parent Conferences, Traditional Track Programs.**

During the parent – teacher conference period for the fall trimester, pupil instructional days for grades 1 - 8 shall be reduced by 1- ½ hours daily on days established in the District’s student calendar.

If Preschool, Transitional Kindergarten, and Kindergarten classes do not have a reduced instructional day for parent conferences, commencing with the 2018-2019 school year unit members teaching Preschool, Transitional Kindergarten and Kindergarten classes may request, through their site administrator, an additional 100 minutes of instructional aide support per day, per unit member, for four days during Parent Conference Week.

E. **Reduced Instructional Day for the First Day of School.**

The pupil instructional day for grades 1 - 8 shall be reduced by 1-½ hours on the first day of school as established in the district’s student calendar.

F. **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 his/her class is dismissed for the day, provided that his/her classroom is prepared for the evening program and for the next instructional day and as long as professional duties described in section B have been completed.

G. **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 hour. A unit member may leave after the student dismissal time as long as professional duties described in section B have been completed.

H. **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 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 effective July 1, 2014, the site Administrator may utilize one additional prep 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.

Fourteen (14) minimum days are available for the District's middle schools. Six (6) minimum days are to be directed by the principals for staff development, in-service and program development. The eight (8) 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 IX, Section B of the collective bargaining agreement.

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.

Commencing with the 2018-2019 school year 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.

I. **Preparation Time: Elementary Schools.**

The designated purposes assigned to minimum days are as follows:

- (1) Five (5) minimum days are available for the District's elementary schools, for required staff meetings, in-service, or program development as determined by the site administrator. Commencing with the 2018-2019 school year the site administrator may not use more than one of these minimum days each month.

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.

- (2) 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 IX, Section B of the collective bargaining agreement. 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.

The decision as to which minimum days will be selected for the 5 that are directed by the Elementary Principals (see (1) above) is to be made by the principals of the school with input from the school's staff through its leadership team. During a school year in which

the school site is participating in Program Quality Review, Coordinated Compliance Review, Distinguished School Application, Blue Ribbon School Application, or any other state mandated review process, the elementary principal may direct 10 minimum days. This decision will be made with the intent of selecting principal directed minimum days so as to best meet the needs of each individual school staff by allowing planning and preparation minimum days (see (2) above) to be selected for use during optimum periods.

- (3) Commencing with the 2017-2018 school year the District will provide up to sixty (60) preparation periods each school year for unit members assigned to grades 1 through 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 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.
- (4) Commencing with the 2017-2018 school year the District will provide two planning days during the school year for transitional kindergarten and kindergarten teachers.

J. **Preparation Time** SDC/RSP/SLP elementary/middle, grades
Preschool-8

- (1) Each Special Education Teacher in the above assignment, 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.
- (2) Commencing in the 2018-2019 school year for special education teachers in grades TK–8, the district will provide three (3) release days per year for the purposes of writing/attending IEP's, conducting student assessments, IEP goal monitoring, observation of students, and collaborations with other specialist and support providers.
Due to the limited availability of substitutes, the schedule for such coverage must be coordinated between the principal, the teacher, and the District. In the event that substitutes must be "pulled" from coverage to cover absences elsewhere in the District, the 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
- (2.5) Special education teachers may request additional days beyond the three (3) days described in section J. (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 J. (2) of this article.

- (3) Commencing with the 2017-2018 school year 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 IX 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.
- (4) Elementary: 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 Section I-(1) of this article.
- (5) Intermediate: 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 Section H of this article.
- (6) Teachers assigned to more than one site shall receive the greatest number of summer planning days issued by their sites.
- (7) Commencing with the 2018-2019 school year, in lieu of the Early Departure on Day Preceding Break Periods (see Section G in this Article), the preschool program will end one day prior to the published student calendar. Unit members assigned to the preschool program will have a student free work day to complete activities described in Section B and Section G of this article.

Preschool classes will be staffed by one credentialed Early Childhood Special Education (ECE) teacher and a classified teacher who holds a Childhood Development Permit beginning in the 2018-2019 school year. These two teachers will co-teach the preschool class. A minimum of two instructional aides per class will be provided. Each unit member in the preschool program will teach a 180 minute AM class and a 180 minute PM class, four days per week (Tuesday – Friday), and be responsible for all professional and non-professional responsibilities listed in Article IX, B & C. On the day the preschool unit members do not have students, unit members will have time to complete Professional Responsibilities as described in Article IX, B. In addition to the aforementioned, one assessment team, consisting of a School Psychologist, a Speech and Language Pathologist, and a credentialed ECE Specialist, will be formed to complete most, if not all initial assessments. This change in the delivery method of

instruction will not result in any unit member losing a teaching position within the district (who is in good standing with the district).

K. **Staff Meetings**

Estimated start and end times for school site staff meetings will be posted 72 hours prior to the meeting. Time will be set aside at the end of staff meetings to conduct Etiwanda Teachers Association business. Staff meetings will not be scheduled on days when teachers are required to attend evening school-wide events. Staff meetings held on non-student days may not exceed the contract day.

ARTICLE X
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. 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. 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. 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.

Following the absence of a unit member, the unit member shall verify, through the district's reporting system, the reason for the absence.

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.

The District may require a physician's verification of illness for a unit member's absence of five (5) or more consecutive days. In addition, the District may require verification when misuse of sick leave is suspected. A physician's verification shall be made by a licensed health care provider.

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.

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. 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.

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.

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.

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 Necessity Leave**

Unit members shall be entitled to use up to seven (7) days of paid sick leave in each school year in the following cases of personal necessity:

- (1) **Death** 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 person living in their immediate household of the employee, when additional leave is required beyond that provided by Bereavement Leave provisions.
- (2) **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.

- (3) **Appearance in Court** as a litigant, or as a witness under order of subpoena.
- (4) **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 his/her regular work day.
- (5) **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.
- (6) **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 necessity reasons shall not be approved for purposes of personal convenience, participation in work stoppage or slowdown, or sick-out, or for the extension of a holiday, weekend, or vacation period, recreational activities, Association activities, or other activities which can be taken care of outside of work hours. The unit member shall verify in writing on the District form that personal necessity leave was utilized for one of the above listed reasons.

E. **Paid Personal or Family Business Leave**

Up to three days of paid sick leave may be used for personal or family business which cannot be conducted outside of the regular school day, provided that the unit member certifies that the paid personal or family business leave day shall not be used for the purposes of participation in work stoppage, slowdown, or sick-out. A unit member must notify the District in writing one week in advance of the intent to use the personal or family business leave day drawn upon the unit member's sick leave, except that when such leave is used for bereavement of a family member who is not in the immediate family, a full week's advance notice is not required. Upon return, the unit member shall verify that the leave was used in accordance with the purposes of this Article.

F. **Bereavement Leave**

A unit member shall be entitled to three (3) days paid leave of absence, or up to five (5) days if travel of more than 400 miles each way is involved, on account of the death of a member of the unit member's immediate family as defined above. No deduction shall be made from salary or accrued sick leave on account of use of such authorized leave of absence. Upon expiration of authorized bereavement leave, the unit member may utilize personal necessity leave for purposes of bereavement as provided elsewhere in this Article.

G. **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. 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.

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.

Certificated employees shall not be disciplined, discriminated against, or retaliated against for their inability or unwillingness to defer their jury service until summer vacation.

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.

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.

H. **Leave Without Pay**

A permanent unit member may request an unpaid leave of absence for a period not in excess of one 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.

The above-mentioned dates do not preclude the granting of an unpaid leave request for an applicant making such request after February 15.

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.

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 absences 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.

I. **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 substitutes, 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.

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.

Use of extended illness leave and return there from is subject to the physician verification provisions of this Article and Board policy.

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.

J. **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:
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:
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:
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. Effective July 1, 2013 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:

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:

Both unit members will maintain their place on the District seniority list.
9. Tenure:
 - a. A teacher who has previously attained tenure in the District, who resigned his/her position in good standing, and subsequent to the resignation, is rehired as part of a shared teaching assignment less than 39 months after his or her resignation, and 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 tenure in the district, who resigned his/her 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. To achieve permanent status, the unit member must actually work at least 75% of the school days 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:

The District reserves the right to review the effectiveness of the positions 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:

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

- a. Quality of previous service to District.
- b. Compatibility of teaching styles of the team members, as determined by the District.
- c. The impact of the potential shared teaching assignment upon the school involved.
- d. The needs and efficient operation of the District.
- e. Unit member certification and competency.

K. **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. Catastrophic leave donations shall not apply to employees whose absence originated as an industrial illness or accident.

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.

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.

L. **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.

M. **Parental Leave**

Effective January 1, 2019, 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.

Unit members shall use current and accumulated sick leave for parental leave, for up to 12 workweeks.

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.

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.

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.

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 XI **CLASS SIZE**

The Board's philosophy is indicated in Board Policy 6151.

It is the philosophy of the Etiwanda School District to maintain classroom sizes at the lowest reasonable level in order to provide optimum opportunities for growth of our children. 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.

Commencing with the 2014-15 school year, the district will provide each transitional kindergarten class and each kindergarten class with an enrollment exceeding 24 students with 3 hours, per student day, of instructional aide support. (See Table)

Commencing with the 2014-15 school year, the district will provide each transitional kindergarten class or each kindergarten class with an enrollment exceeding 14 students and up to 24 students with 1 and ½ hours, per student day, of instructional aide support. (See Table)

Commencing with the 2014-15 school year, the district will provide each transitional kindergarten class or each kindergarten class which does not receive 100 minutes of reciprocal teacher support with 3 hours, per student day, of additional instructional aide support. (See Table)

Commencing with the 2017-2018 school year, for grades one through three, any class which exceeds 26 students will receive 3 hours of instructional aide support per week. (See Table) 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 correct over-enrolled classes 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 class levels 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.

This additional instructional aide support described in the paragraph above for grades one through three will continue as long as the State continues to fund Grade Span Adjustment.

Commencing with the 2017-2018 school year, for grades four and five, any class which exceeds 32 students will receive 3 hours of instructional aide support per week. (See Table) 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 correct over-enrolled classes 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 class levels 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.

It is understood and agreed that in the case of holidays; parent teacher conferences, teacher absence from the school site, in-service or minimum day preceding break periods, scheduled testing days, and 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.

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.

Penalties Beyond Established State Class Size Requirements.

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.

Instructional Support for SDC Classrooms, TK-8th.

Each self-contained mild/moderate special education class will receive 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)

Each self-contained moderate special education class will receive 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)

Each self-contained moderate/severe special education class will receive 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)

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.

Resource Specialist Support

Each Resource Specialist and Early Childhood Education Specialist will receive 29.5 hours of instructional aide support per week. (See Table)

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.

Early Childhood Education Specialist Support

Each Early Childhood Education Specialist will receive two 29.5 hours of instructional aide support per week. (See Table)

<u>GRADE LEVEL</u>	<u>STUDENT ENROLLMENT</u>	<u>CLASSROOM SUPPORT</u>
Preschool		Two base 29.5 IA per week
Transitional Kindergarten	15-24 students 25+ students No Reciprocal Teacher	1.5 hours IA per day 3 hours IA per day 3 hours IA per day
Kindergarten	15-24 students 25+ students No Reciprocal Teacher	1.5 hours IA per day 3 hours IA per day 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 base 29.5 hour 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.

Additional Support

When a new student, who displays severe, aggressive behaviors that risks their own personal safety and/or the safety of others, transitions to a new class, a temporary instructional aide may be assigned to the class 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.

ARTICLE XII
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**

A unit member may request a transfer to any school within the same position classification subject to the following conditions:

1. 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.
2. 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.
3. 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.

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**

An employer initiated transfer may be made at any time by the District for any or all of the following reasons:

1. The needs and efficient operation of the District.
2. To balance the certificated unit members of the District or a school by considering factors, including, but not limited to, experience.
3. A change of enrollment necessitating transfer of unit members.
4. An opportunity to evaluate a unit member in a different school or location.
5. The quality of service to the District.
6. Improvement of learning conditions.
7. Unit member certification authorization.
8. Preference of the unit member.
9. The unit member's seniority in the District.
10. An involuntary transfer will be considered up to the first day of regular teacher service for the new school year.

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.

Prior to any position being filled, the Superintendent and site administrators will review and consider the preference of the unit members before a new applicant for the position is employed.

If an employer initiated transfer necessitates a change of grade level, the teacher will be provided with \$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.

Commencing with the 2014-2015 school year if a site administrator makes 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 instructional daily rate.

Commencing with the 2014-2015 school year if a site administrator makes 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 provided \$200 to be used for instructional supplies and/or materials.

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 XIII **UNIT MEMBER EVALUATIONS**

Shall be adopted pursuant to Board Policy 4115 and Administrative Regulation 4115.

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.

Frequency of Evaluations

The performance of each certificated employee with permanent status shall be evaluated and assessed on a continuing basis as follows:

1. At least twice each school year for probationary and temporary personnel.
2. At least once every other year for personnel with permanent status.

ARTICLE XIV
UNIT MEMBER SAFETY

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.

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 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.

The District shall make available to unit members at each school site Board Policies and Administrative Regulations governing student discipline.

ARTICLE XV
CURRICULUM AND INSTRUCTION

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 XVI
EMPLOYEE BENEFITS

A. **Unit Member Health Insurance**

1. **District Annual Contribution** The purpose of this article is to make health and welfare benefits available to unit members while containing the cost increases for these benefits.

The District's maximum annual contribution per full-time eligible unit member toward health and welfare benefit premiums for employees enrolled shall be \$16,450 commencing July 1, 2020.

If the Kaiser HMO plan increases greater than 6.0% for the 2021-2022 school year, the District's maximum annual contribution per full-time eligible unit member will increase to \$16,800 for the 2021-2022 school year.

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. Effective July 1, 2014 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** The District shall provide retiree-only, medical only, insurance to a unit member who retires at 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. To be eligible for this retiree benefit, the unit member must fulfill the following requirements.

- (1) The retiree must have reached age 55 prior to the effective date of retirement.
 - (2) The unit member must have worked in the District for a period of 15 years.

(2.5) Effective July 1, 2013 both unit members will 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.
 - (3) The unit member must be employed in the Etiwanda School District on the effective date of retirement.
 - (4) The unit member must be enrolled with the district's medical care provider, during the District's annual open enrollment period 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. **Employee Benefits Overpayment Redistribution**

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 XVII
SALARIES

A. **Salary Schedule**

For the 2019-2020 school year, the salary schedule shall be increased by two point two percent (2.2%), retroactive to July 1, 2019, for all unit members in the employment of the district on the date of ratification.

For the 2020-2021 school year, the 2019-2020 salary schedule shall be increased by two point zero percent (2.0%), effective July 1, 2020.

Commencing with the 2020-2021 school year longevity increments for Steps 16 - 30 in Column 4 will be \$667.

Commencing with the 2020-2021 school year longevity increments for Steps 16 - 30 in Column 5 will be \$734.

1a Commencing with the 2020 - 2021 school year Column 5 will read, BA + 60 semester units + MA, or BA + 90 quarter units + MA.

1b 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. The initial placement shall not exceed Step 6. 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. Years submitted for experience credit must have been taught in the 10 years immediately preceding employment with the Etiwanda School District. 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. 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. Advancement on the Salary Schedule). Teachers hired after September 15 must submit official transcripts within 60 calendar days of their contract start date.

2. 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.

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. 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. 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.

1. 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 or official Grade Card or the Instructor/Professor Signature Form of Completion must be submitted as verification of coursework completed.
2. 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.
 - (e) Movement shall be to a step and column reflecting the eligible experience and unit credit of the unit member.
3. Effective July 1, 2015, 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 XXI – 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. Once the combined percentages of prorated contracted work years reach 100% of a full-time work year, as described in Article XXI – A., the unit member will be able to advance to the next step on the salary schedule effective the following July 1. 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. If combined years exceed 100% FTE the remainder partial year will be carried over and applied to the following year. 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. 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. 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.
4. 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. Verification must be submitted no later than September 15.

D. **Hourly Instructional Rate**

The hourly rate for instructional duties, including but not limited to summer school, intersession, G.A.T.E., tutorial sessions, and other duties requiring instruction initiated and approved by site administration shall be \$42.50 per hour effective July 1, 2020.

E. **Pay for Substitute Shortage**

Effective July 1, 2020, 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 students from another classroom when students are divided between classes, the unit member shall receive additional compensation as described below.

1. Unit Members who provide substitute coverage for another teacher's entire classroom of students shall be compensated at the Long Term Incentive substitute daily rate (currently \$145/day), prorated to reflect the time spent in the classroom with students as a proportion of a full school day.
2. 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 Incentive substitute daily rate (currently \$145/day), 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.

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 IX – Section H, I, and J. Nothing contained herein shall be seen as a limitation of a voluntary substitution arrangement between unit members, subject to administrative preapproval.

F. Pay 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.

The District will pay a flat fee for each of the several intermediate extracurricular activities identified herein which may occur before or after the end of the regular workday. Effective July 1, 2015 duties listed in section F-1 will only be available at the intermediate level. Each intermediate school will receive \$6,000 annually to use towards implementation of site-selected stipends from the list below. These activities are divided into two (2) levels, and shall be compensated as per the following schedule for the duration of the contract:

Level 1 – flat rate pay shall be \$1400:	
Level 1 extra-curricular activities are defined as yearlong programs which include a culminating performance and/or product.	
Student Leadership Advisor	School Chorus Director
Drama Director	Yearbook
School Journalism	Cheer/Drill Team

Video Production	Tall Flag
Student Recognition Coordinator	

**In the event that competitive interdistrict sports are reinstated at a future date, the following positions will be paid at the Level 1 rate:
 Football (coed) Head Coach "A" & "B", Basketball Head Coach "A" and "B" Boys and Girls, Volleyball (coed) Head Coach "A" and "B"

The following positions will be paid at the former Level 2 rate of \$1100:
 Soccer Head Coach Boys and Girls, Track (coed Head Coach).

The following positions will be paid at the former Level 3 rate of \$850:
 Volleyball Asst. Coach, Basketball Asst. Coach Boys and Girls, Track (coed) Asst. Coach, Soccer Asst. Coach Boys and Girls, Football (coed) Asst. Coach "A" and "B".

Level 2 – flat rate pay shall be \$850:
Level 2 extra-curricular activities are defined as short-term programs.

Camp Coordinator	* Intramural coach
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*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.

*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.

2. Band Teacher
The annual stipend shall be \$1,400.
3. Camp Teacher
The annual stipend shall be \$300.
4. Master Teacher Stipend/SLP Intern Supervision
The stipend shall be \$250 for the term of the assignment

G. Pay for Additional Assignments

1. **Curriculum or staff development outside the regular work year** Unit members who render mutually agreed upon service outside of the regular work year for curriculum and/or staff development designated by the district shall be compensated at \$140 per day or \$70 per half day. This rate will remain in effect during the term of this agreement.
2. **Head Teacher, Teacher on Assignment – Academic Advisor, Professional Development Support Provider.** Commencing with the 2016-17 school year, the annual stipend shall be \$6,000.

3. **Professional Development Support Provider.**
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** Effective July 1, 2015 the annual Grade Level Chair stipend shall be \$500. This stipend will be provided at the elementary level and the intermediate level. Up to seven (7) stipends will be offered per elementary site. Up to seven (7) stipends will be offered per intermediate site. Teachers receiving this annual stipend will still be responsible for non-instructional professional responsibilities described in Article IX – Unit Member Work Hours and Responsibilities, Section C.
5. **Child Study Team/Student Study Team Stipend.** Effective July 1, 2015 the annual Child Study Team/Student Study Team stipend shall be \$500. This stipend will be provided at the elementary level and the intermediate level. Up to five (5) stipends will be offered per site. Teachers receiving this stipend will still be responsible for non-instructional professional responsibilities described in Article IX – Unit Member Work Hours and Responsibilities, Section C.
6. **Site Stipend Allocation** Effective July 1, 2017 \$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. Compensation at the elementary level for stipends 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. Pay for stipends at the elementary level will not be subject to the four, three pay levels described in Section F-1 of this article.

- H. **Conditions of Assignments** The principal, in conjunction with the Superintendent's designee, shall have the discretion to determine which extracurricular duties shall be offered at the site.

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. 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.

- I. **Individualized Education Program** Effective July 1, 2015, in the event an Individualized Education Program (IEP) meeting extends one hour (1.0) past a unit member's workday, the Unit Member may timecard any additional time beyond the one hour (1.0) at the Hourly Instructional Rate. A unit member's workday is defined in Article IX – Section A.

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.

Speech and Language Pathologists

- J. 1. Speech and Language Pathologists (SLP's) will have a separate salary schedule (Appendix XX). The salary schedule for SLPs will reflect Column V of the most current teacher salary schedule.
- 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 \$6,000 to newly hired, full time, fully credentialed SLP's when the District determines there is a widespread difficulty in staffing SLP positions.
- 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 two years of the SLP's employment, divided into 20 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. In recognition of permanent SLPs who are not receiving a signing bonus describer in section 2, the District will provide an annual retention bonus of \$3000 to current fulltime SLPs as follows:
 - A. To be eligible for this bonus, the SLP must be a permanent employee of the District.
 - B. To be eligible for this bonus, the SLP must serve the entire school year, defined as being physically present in the workplace and performing SLP services for at least 90% of the SLP's assigned work days per the contracted assignment in that school year. SLP's whose employment is terminated prior to completion of the school year, either voluntary or involuntary, will not be eligible for the bonus.
 - C. The bonus shall be paid tenthly and will be prorated proportionally to the percentage of the contracted work year, taking into consideration any modified work contracts and/or leave of absence.
 - D. 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.
 - E. The district makes no representation whether the California State Teachers Retirement System or California Public Employees Retirement System may consider the bonus.
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:
 - A. 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.
 - B. Reimburse the SLP for the SLP's membership dues in the American Speech-Language-Hearing Association (ASHA) for the period during which the SLP is employed by the District and engages in supervising the CFY participant and/or RPE. The SLP is responsible for submitting a receipt to the District for reimbursement of ASHA membership dues.

ARTICLE XVIII
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.
- B. Unit members shall not transport students in personal vehicles without the advance permission of the immediate supervisor. Unit members who operate their personal vehicles on District business shall maintain minimum insurance coverage as required by state law.
- C. 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 XIX
PHYSICAL EXAMINATIONS

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 XX
UNIT MEMBER WORK CALENDAR

- A. **Number of Work Days**
 - 1. Commencing with school year 2013-2014 the number of 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 Days
 - b. 2.0 data analysis/professional development days
 - c. 2.0 teacher prep days prior to the first day of school
 - d. 1.0 preparation/meeting day prior to the first day of school
 - 2. Exhibit 1 to this Article is incorporated herein by this reference. The District reserves the right to determine the Category on Exhibit 1 to which a newly hired unit member should be assigned. The Categories described in Exhibit 1 are subject to revision by the District, without

further negotiation, in the event of changes in statutory or regulatory provisions pertaining to teacher credentialing.

3. Unit members newly hired by the District prior to the date established by the District for the "New Hire Staff Academy" shall be required to report for up to twelve (12) days for the staff development academy (regular 7½ hour work day). The purpose of this academy is to acquaint employees with issues related to curriculum and the instructional program of the District, and to conduct in-service training in literacy, classroom management, and State and District standards. Participants in this academy who come within the description of Category 1 or Exhibit 1 to this Article at the time of hire shall not receive compensation for this required activity. Participants in this academy who come within the description of Categories 2 or 3 on Exhibit 1 to this Article at the time of hire shall be compensated for this activity at the applicable staff development rate. 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. Staff development days addressed in this Agreement shall not be considered to be a part of the regular work year, nor shall they extend the regular work year.
4. While it is preferable that all teachers hired prior to or during the "New Hire Staff 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 he/she is unable to attend and a brief description of the reason that he/she cannot attend. Alternate required training dates may be scheduled by the District for new teachers who do not attend the initial staff development days. Participants in this alternate training who come within the description of Category 1 on Exhibit 1 to the Article at the time of hire shall not receive compensation for the required activity. Participants in this alternate training who come within the description of Categories 2 or 3 on Exhibit 1 to this Article at the time of hire shall be compensated for this activity at the applicable staff development rate.
5. All newly hired unit members who, due to pre-existing plans, cannot attend the "New Hire Staff Academy" will be required to report one day prior to the date established as the report day for unit members continuing in employment with the District. The purpose of this day is to acquaint this group of new employees with issues related to curriculum and the instructional program of the District/school site. The seniority date shall not be advanced by this day of service (see paragraph No.2.) There shall be no compensation for this day.
6. Unit members beginning their second year of Induction to the District and unit members required to complete second year Beginning Teacher Support and Assessment (BTSA) training shall be required to

attend up to six staff development days (7½ hour work days) prior to the date established by the District as the report date for unit members continuing in employment with the District. Participants in this staff development activity who come within the description of Category 1 or Exhibit 1 to this Article at the time of hire shall not receive compensation for this required activity. Participants in this staff development activity who come within the description of Categories 2 or 3 on Exhibit 1 to this Article at the time of hire shall be compensated for this activity at the applicable staff development rate.

7. While it is preferable that all newly hired teachers participate in the Etiwanda School District Induction Program, teachers may elect to register at a University Induction Program of their choice. The Etiwanda School District will assume no fees for any University sponsored Induction Program.

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

As described in Section A of this article, commencing with the 2010 – 2011 school year unit members, with the exception of members assigned to year-round schools, shall have two days, prior to the beginning of school, 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. Two days will be used for professional development/data analysis. The purpose of the 0.5 preparation/meeting day prior to the first day of school will be determined by the district.

- C. 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.
- D. The teacher work calendar shall be as set forth in Attachment A. There will be 14 or 15 minimum days, depending on the track of assignment. Minimum days will be one and one-half hours shorter than the regular school days, with the exception of preschool, transitional kindergarten and kindergarten.
- E. Unit members at YRE sites may exchange up to an annual maximum of 6 days with another staff member at a District YRE site, upon mutual agreement of both site principals. The members shall submit the written request to both principals at least 10 workdays in advance, listing the exchange dates for both members. All exchanges shall be completed within one school year (July 1 – June 30). The District will not be responsible for compensating members who are not reimbursed in exchange days.

Exhibit 1

Category 1

Intern Induction (Emergency/Pre-Intern/Intern). California.

Induction (California Preliminary Credential) with 0-2 years of teaching experience and no previous BTSA.

Modified Induction (California Preliminary Credential) with 1-3 years of teaching experience with 1 year of BTSA.

Induction (Out-of-State with California Preliminary Credential) with 1-4 of years teaching experience.

Category 2

Etiwanda Foundations and BTSA (California Professional Clear Credential) with 0-2 years of teaching experience and no previous BTSA.

Etiwanda Foundations and Modified BTSA (California Professional Clear Credential) with 1-3 years of teaching experience with 1 year of BTSA.

Category 3

Etiwanda Foundations (Professional Clear Credential) with two or three years teaching experience and completion of BTSA program.

Etiwanda Foundations (Preliminary or Professional Clear Credential) with four or more years of teaching experience.

Etiwanda Foundations (Out-of-state with California Preliminary Credential) with five or more years of teaching experience.

ARTICLE XXI **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 normally 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 of 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, and has been given an opportunity to respond in writing.

The unit member shall be given time during the duty day to review the complaint so long as such review would not interfere with classroom responsibilities.

- E. 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 XXII **RESIGNATION**

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 XXIII **PEER ASSISTANCE AND REVIEW**

Effective July 1, 2014 the District proposes to suspend Article XXIV – Peer Assistance and Review. Unit members currently participating in the Peer Assistance and Review program as a Referred Teacher will continue participation in the program under the guidelines of Article XXIV. In the event a permanent unit member, not already participating in the Peer Assistance and Review program, receives an unsatisfactory evaluation in either of the areas of: (1) subject matter knowledge or (2) teaching methods/instructional strategies, or both, pursuant to Article XIV of this agreement the District or the Etiwanda Teachers Association will have the right to reinstate Article XXIV.

Section 1: Purpose

- 1.1 The Peer Assistance and Review Program ("PAR") allows exemplary teachers to assist permanent teachers in the areas of: (1) subject matter knowledge and/or (2) teaching methods/instructional strategies. Temporary and probationary teachers will be provided support and assistance by means outside of this Article.
- 1.2 The extent of the program's assistance and review depends upon whether the participating teacher is a volunteer permanent teacher, or a "referred teacher," e.g., a permanent teacher who has received an overall unsatisfactory evaluation in either: (1) subject matter knowledge, or (2) teaching methods/instructional strategies, or in both areas. Assistance shall be provided through consulting teachers as described in Sections 4.2 and 4.3 of this article. It shall not involve the participation of the consulting teacher in the evaluation of the unit member required by the Education Code and Article XIV of this agreement, except that the results of referred teacher participation in the program shall be made available to the evaluator.

Section 2: Definitions

- 2.1 "Classroom teacher" or "teacher" shall mean any permanent member of the bargaining unit covered by certificated evaluation requirements at Article XIV.
- 2.2 "Participating teacher" shall mean a permanent classroom teacher member of the unit who either volunteers or is required by this article to participate in the program.
- 2.3 "Consulting teacher" is an exemplary teacher meeting the requirements of subsection 4.2.1 of this article, selected by the joint panel to provide program assistance to a participating teacher. A consulting teacher shall not provide assistance under this article to more than two referred teachers annually and one voluntary participating teacher annually. In the alternative, the consulting teacher not providing assistance to referred teachers may assist up to three voluntary participating teachers annually.
- 2.4 "Referred teacher" or "participating teacher with an unsatisfactory evaluation" shall mean a unit member with permanent status whose most recent performance evaluation contained an unsatisfactory evaluation in either of the areas of: (1) subject matter knowledge or (2) teaching methods/instructional strategies, or both, pursuant to Article XIV of this agreement.
- 2.5 "Voluntary participating teacher" shall mean a permanent unit member whose most recent evaluations have been satisfactory and who is not required to participate in this program because of an unsatisfactory evaluation in either: (1) subject matter knowledge, or (2) teaching methods/instructional strategies. Such voluntary participation is for the purpose of professional growth utilizing the assistance of a consulting teacher.
- 2.6 "Principal" or "evaluator" is the certificated administrator appointed by the District to evaluate a permanent teacher.

Section 3: Program Outline

- 3.1 For referred teachers, the outline of the program shall be as follows:
 - 3.1.1 The participating teacher with an unsatisfactory evaluation in either of the areas of: (1) subject matter knowledge or (2) teaching methods/instructional strategies or both is identified by the principal. The principal provides the referred teacher with specific objectives and written recommendations regarding areas of improvement.
 - 3.1.2 By June 1, the panel will assign a consulting teacher with skills suited to address the areas for improvement identified by the principal.
 - 3.1.3 Prior to the end of the school year in which the teacher is referred, the principal, the referred teacher, and the consulting teacher shall meet and discuss the recommended areas of improvement outlined by the principal and the types of assistance as described in Section 4.3, to be provided by the consulting teacher.

- 3.1.4 The consulting teacher reviews the recommended areas of improvement, provides assistance to the participating teacher in teaching methods/instructional strategies or subject matter knowledge as needed, including, but not limited to, the tasks set forth in Section 4.3, does multiple observations of the participating teacher, provides periodic and final written reports as provided in this article, and makes available the evaluation of the participating teacher's participation for placement in the personnel file. The assistance provided will address the areas for improvement noted by the principal and will take into consideration state and local standards, as well as the California Standards for the Teaching Profession.
- 3.1.5 All parties are expected to develop a cooperative relationship between the consulting teacher and the principal.
- 3.1.6 The joint panel will review the reports made by the consulting teacher and make available the reports of the referred teacher's participation in the program as part of the evaluation process. The joint panel shall receive from principal's names of referred teachers who, after participation in the PAR program, are unable to demonstrate satisfactory performance, and shall forward such names to the governing board.
- 3.1.7 The governing board retains final authority over all personnel decisions, including evaluations, the decision to release a probationary teacher, or the decision to commence dismissal or disciplinary proceedings for a permanent teacher.
- 3.1.8 The principal shall be solely responsible for evaluation and making the initial recommendations for improvement pursuant to the evaluation. The consulting teacher shall assist the referred teacher by recommending strategies for improvement in the areas identified by the principal.
- 3.1.9 The consulting teacher shall provide the principal and the referred teacher with a written monthly summary of the specific nature of the assistance provided for each objective. The signature of the referred teacher indicates only receipt of the document, and not necessarily agreement with its contents.
- 3.1.10 Before April 1 annually, the consulting teacher shall prepare a final written report evaluating the referred teacher's participation in the program, consisting of: (1) a description of the assistance provided to the participating teacher based upon the objectives and recommendations provided by the principal; and (2) a factual description detailing the objective results of the assistance observed by the consulting teacher in the targeted areas. This report shall be submitted to the joint panel, the referred teacher, and the principal. The referred teacher may, within ten days, submit a written response to be attached to the final report.

- 3.1.11 The report referenced in Section 3.1.10 shall be placed in the referred teacher's personnel file and noted as a part of the referred teacher's annual evaluation, as required by Education Code section 44662(d), but shall not be otherwise referred to in the principal's written evaluation.
- 3.1.12 The referred teacher will continue participation until the teacher receives a satisfactory evaluation in the areas of: (1) subject matter knowledge and (2) teaching methods/instructional strategies, or the teacher is separated from the District. The District shall have the sole authority to determine whether the referred teacher has been able to demonstrate satisfactory improvement.
- 3.1.13 The consulting teacher's final report pursuant to Section 3.1.10 shall be made available to the District for placement in the referred teacher's personnel file, pursuant to Education Code section 44500(b).
- 3.1.14 The joint panel will make an annual written report to the governing board, with a copy to the Association by June 30 regarding the program's impact and improvements to be made.
- 3.2 For voluntary participating teacher, the outline of the program shall be as follows:
 - 3.2.1 The voluntary participating teacher may apply to the panel by February 15 to be assigned to work with a consulting teacher to improve current skills in a particular curriculum area or to improve and/or develop teaching methodologies and instructional strategies; however, the committee may extend this date to allow for later applications, providing that space is available. The voluntary participant may request to be assigned to a specific consulting teacher; however, applicants who apply after February 15 may be assigned to any available consulting teacher.
 - 3.2.2 Upon assignment, the consulting teacher shall meet with the voluntary participating teacher and the principal to develop a plan for voluntary assistance. The plan will be submitted to the principal for purposes of coordination and planning.
 - 3.2.3 The consulting teacher and the voluntary participating teacher shall periodically consult with the principal for coordination of services.
 - 3.2.4 The final report of the consulting teacher, containing results of the individual participation will not be forwarded to the Board, nor will it be utilized as a basis for evaluation. It will be forwarded to the voluntary participating teacher and the principal.
 - 3.2.5 Participation as a voluntary participating teacher shall not be in lieu of the regular evaluation of the teacher pursuant to Article XIV of this agreement.
 - 3.2.6 Resources of the program budgeted by the Board for PAR use shall first be allocated to the support of participating teachers required to participate under Section 3.1.

Section 4: Governance and Program Structure

- 4.1 Joint panel:
 - 4.1.1 The Peer Assistance and Review Program shall be administered by a panel consisting of five (5) members, including three (3) permanent certificated classroom teachers selected by classroom teachers in an election conducted by the Association, and two (2) administrators appointed by the District. Qualifications for teacher representatives shall be the same as those for consulting teachers as set forth in Section 4.2.1. A panel member's term shall be three years, except the first terms of the teacher members will be one 1-year term, one 2-year term, and one 3-year term. The election will be held by May 1.
 - 4.1.2 The joint panel shall make all decisions through consensus in the area of appointments, recommendations to the Board, program plan, and recommended budget. In the absence of consensus, decisions will be made by a majority vote. Four of the five panel members shall constitute a quorum for purposes of meeting and conducting business.
 - 4.1.3 The joint panel's primary responsibilities include the selection and oversight of the consulting teachers. In addition, the panel shall have the following responsibilities:
 - 4.1.3.1 By March 1 of each fiscal year, to prepare a recommended budget for submission to the governing board within the proportion of the estimated state revenues generated by the program that the Board has determined will be used for peer assistance and review, and setting forth estimated expenditures including the projected number of participating teachers, the number of consulting teachers to serve the projected need, the amount of release time for the panel and consulting teachers, stipends for panel members who are members of the bargaining unit, stipends for consulting teachers, and the projected cost for training, administrative overhead, and other necessary services. Stipends for consulting teachers shall be \$1400 for each referred participating teacher assisted and at the \$850 rate of article XVIII for each voluntary participating teacher assisted, not to exceed a maximum of two referred teachers and one voluntary teacher per consulting teacher per year, or three voluntary participating teachers per year. Annual stipends for members of the joint panel shall be \$250.
 - 4.1.3.2 Assign consulting teachers by June 1.
 - 4.1.3.3 Review final consulting teacher reports on referred teachers.
 - 4.1.3.4 Assess the effectiveness of the overall program regarding the assistance provided by consulting teachers.
 - 4.1.3.5 Coordinate with the District to provide training for consulting teachers, for panel members, and for participating teachers, as necessary.

- 4.1.3.6 Forward to the personnel office at the end of the year all records of the program to be filed separately from individual personnel records, except as provided in this article.
- 4.1.3.7 Establish internal operations procedures and regulations necessary to carry out requirements of the Education Code and this article.
- 4.2 Consulting Teachers:
 - 4.2.1 Minimum qualifications for consulting teacher:
 - 4.2.1.1 A credentialed teacher with permanent status in the Etiwanda School District and at least five years of recent teaching experience who, during those five years, has had overall evaluations of satisfactory or better in all areas evaluated. A consulting teacher may not simultaneously serve as a BTSA support provider.
 - 4.2.1.2 The teacher has demonstrated exemplary teaching ability as indicated by effective communication skills, subject matter knowledge, knowledge and commitment to District curricular goals and standards, mastery of a range of teaching strategies necessary to meet student needs in different contexts.
 - 4.2.1.3 The teacher has demonstrated his/her ability to work cooperatively and effectively with other teachers and administrators demonstrated effective leadership skills and experience in working on school and/or District committees.
 - 4.2.2 Applicants for consulting teacher positions will submit a completed application by February 1, including at least three written recommendations from individuals with direct knowledge of the applicant's abilities for the position. A recommendation from a principal is recommended. Applications, recommendations, and references will be treated with confidentiality and will not be disclosed except as permitted by law. The joint panel will follow up on references and recommendations, and will make the selection, which will be forwarded to the Superintendent by May 15. The panel's procedures for selecting consulting teachers shall include provisions for classroom observations of consulting teacher candidates.
 - 4.2.3 The joint panel will assign consulting teachers by June 1. Within the first four weeks of the school year, the consulting teacher or the participating teacher may request an assignment change from the panel for good cause. The decision of the panel shall be final. A consulting teacher's term will be one year, and may be renewed by the panel for a total of three consecutive years of service as a consulting teacher, provided that the annual service as a consulting teacher has been satisfactory to the panel, and that the panel determines a continuing need for the type of assistance than the consulting teacher is able to provide.
- 4.3 Consulting teachers shall provide assistance to participating teachers in the areas of: (1) subject matter knowledge, and (2) teaching

methods/instructional strategies, including but not limited to the following activities:

- 4.3.1 Meeting with the principal and the consulting teacher prior to the end of the school year in which the teacher is referred for the purpose outlined in Section 3.1.3.
- 4.3.2 Providing consultative assistance to improve in the specific areas targeted by the evaluating principal, in the case of the referred teacher, or the areas targeted by the voluntary participating teacher.
- 4.3.3 Providing a monthly written report to the referred participating teacher and the principal or evaluator regarding the nature of assistance being provided, commencing in the first month of the school year following the unsatisfactory evaluation, and meeting periodically with the principal and the referred teacher as needed.
- 4.3.4 For referred teachers, at least two observations per month of the participating teacher during periods of classroom instruction. For voluntary participating teachers, as outlined in the initial plan developed pursuant to Section 3.2.2.
- 4.3.5 Facilitating the participating teacher to observe the consulting teacher or other exemplary teachers.
- 4.3.6 Attending specific training in specified teaching techniques or in designated subject matter.
- 4.3.7 Demonstrating good practice to the participating teacher.
- 4.3.8 Maintaining and forwarding to the principal and the referred teacher appropriate monthly records of the participating teacher's activities on the specific recommendations and objectives of the principal and the specific nature of the assistance provided by the consulting teacher.

Section 5: Status and Liability Protection of Unit Members

- 5.1 Functions performed by unit members under this article shall not constitute either management or supervisory functions as defined in the Educational Employment Relations Act.
- 5.2 Unit members who perform functions as consulting teachers shall have the same protection from liability and access to appropriate defense as afforded to other public school employees under the provisions of the California Government Code.

Section 6: Records

- 6.1 Documents and information relating to individual participation in this program shall be considered personnel matters subject to the personnel record exemption of the California Public Records Act. The annual evaluation of the program's impact, excluding information on identifiable individuals, is subject to disclosure under the Public Records Act.

- 6.2 All documents for the Peer Assistance and Review Program will be filed by the Personnel Office separately from individual personnel records, except as specified herein.

Section 7: Grievance

- 7.1 Alleged violations of this article shall not be subject to the grievance procedure. The District and the Association shall confer in good faith in an effort to address disputes which may arise from the implementation of this article.

ARTICLE XXIV **SAVINGS**

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 XXV **REOPENER NEGOTIATIONS AND DELIVERY OF AGREEMENT**

- A. For the purposes of reoccurring 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 2019-2020 school year.

During the 2020-2021 school year, there shall be no right by either party to open any article.

During the 2021-2022 school year, the District and the Association agree to open Salary Schedule, Benefits for the 2022-2023 school year, one additional article, and any current MOUs.

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.

- B. 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 XXVI
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



Terry Embleton
Assistant Superintendent
Personnel Services

Date: 2/14/2020

For the Association



Michele Jacks
ETA President

Date: 2/14/2020