

**ARTICLE VII**  
**Hours of Employment**

- 7.1.3. SSTs, IEPs, and 504s may be scheduled during the work day when agreed to by all participants. All participants in an SST, IEP, or 504 meeting outside of the work day shall receive the hourly overtime rate.

**ARTICLE VIII**  
**Leaves**

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**8.1 Religious Leaves**

- 8.1.2 Option One (1): The employee may request a substitute or replacement for their absence prior to the day of the religious holiday which they plan to observe. In this case, payroll computations will be made on a "substitute pay differential," but the individual will not lose compensation.

**8.2 Temporary Absence from Duty**

- 8.2.1 Sick Leave Benefits - Every certificated employee of the District shall be entitled to leave of absence for illness or injury, with full pay, at the rate of one (1) day for each month or major fraction thereof, and not to exceed ten (10) days for each school year. Each employee will receive an annual accounting of their accrued sick leave. At the beginning of each contractual year, the employee shall be credited with the amount of sick leave accruable for the ensuing contract year. Unit members who work less than full-time shall be entitled to a proration of the 10 days leave. An employee must reimburse the District (deductions shall be made from the salary warrant) for the use of unearned sick leave if they serve fewer months of employment than the contract stipulates. Any sick leave not used shall be accumulated from year to year.

**8.2.3 Additional Absences**

During each school year, after a bargaining unit member has exhausted all available and accumulated sick leave, the member shall be eligible for three (3) days of differential pay for absences from duty, with a maximum of two (2) additional unpaid days granted only with a doctor's note, five (5) days maximum

per year. Differential pay for the three (3) days shall be provided at the rate specified in Section 8.14 of this Article.

When the employee has utilized the three days of differential pay under this section, the bargaining unit member has the right to request a meeting with the Assistant Superintendent of Human Resources or designee to discuss additional options pursuant to law and/or the contract. The bargaining unit member has the right to representation at this meeting.

**8.2.4 Extended Illness or Injury (Prolonged Illness or Injury)** - If a certificated employee is unable to carry on their duties for a prolonged period of ill health, or a period of recovery after a severe accident, the employee shall notify the District of the difficulty with a statement from a licensed physician relative to the nature of the illness or injury. Any employee absent six (6) consecutive school days shall present a medical note from a licensed physician confirming that the employee is cleared to return.

8.2.4.1 When a certificated employee is absent from duty on account of illness or accident, whether or not the absence arises out of or in the course of employment of the certificated employee, and accrued sick leave has been exhausted, the employee is eligible for extended illness leave for a period of five months. Use of sick leave, including accumulated sick leave, and the five-month period shall run consecutively.

8.2.4.2 Extended Illness (or Prolonged Illness or Injury) is defined as disability of long, continuous, and indefinite duration which prevents an employee from performing their usual duties. Extended illness leave is not intended to be used for illness of short duration.

### **8.3 Family Care Leave**

A unit member shall be provided "Family Care Leave" pursuant to the federal Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA) in accordance with the state and federal statutes and regulations to care for a seriously ill child, parent, spouse, domestic partner, designated person, adoptions or foster care of a child and childbirth, for up to twelve (12) weeks within a twelve (12) month period. During the period of this unpaid leave the employer shall continue the employee's insurance

coverage by paying the necessary premiums. An employee shall resume their duties on a regular basis in the same assignment held prior to the leave. This leave shall not constitute a break in service. During any FMLA or CFRA unpaid leave, the member may use any other forms of paid leave that may apply.

8.3.1 For purposes of AB 1041 leave, an employee is limited to one designated person per 12-month period. The employee may assign their designated person at the time of the needed absence. Such designation does not preclude the employee from using remaining leave under this Section to care for a family member listed in CFRA.

#### **8.4 Pregnancy Disability and Parental/Child-Bonding Leave**

8.4.1 Pregnancy Disability Leave: In order to qualify for pregnancy disability leave, an expectant certificated employee shall file a statement from their physician indicating the estimated date of delivery.

8.4.2 The certificated employee may continue to work as long as their health will permit as certified by their doctor or may request unpaid leave immediately upon becoming pregnant.

8.4.3 The certificated employee shall return to duty after convalescence from childbirth. The convalescence period shall be determined by the certificated employee's physician. They shall resume their duties on a regular basis at the same position held prior to the childbirth.

8.4.3.1 The District shall provide two (2) days of overlap time with a substitute at either the beginning or end of parental leave. This leave may be taken in one of the following configurations at the unit member's request, the scheduling of which shall be in consultation with the District.

- a. Two (2) days (consecutive or nonconsecutive) prior to the leave
- b. One (1) day prior and one (1) day upon return from the leave
- c. Two (2) days (consecutive or nonconsecutive) immediately upon return from the leave.

8.4.4 A certificated employee returning from pregnancy disability leave shall resume their duties on a regular basis at the same position held prior to childbirth or at a position of like pay.

- 8.4.5 Parental/Child-Bonding Leave: If the certificated employee wishes to utilize parental/child-bonding leave, following the convalescent period, they must request a parental/child-bonding leave two (2) weeks prior to their anticipated return to work date.
- 8.4.6 A bargaining unit member may choose to take up to twelve (12) work weeks of parental/child-bonding leave under the California Family Rights Act (CFRA) if they are eligible for such leave under the CFRA. The bargaining unit member is not required to have 1,250 hours of service with the District during the previous twelve-month period in order to qualify for such leave. Consistent with Education Code section 44977.5, the bargaining unit member may choose to utilize any available unused sick leave during the child-bonding leave granted under this section. Parental/child-bonding leave must be completed within twelve (12) months of the birth or placement of the child. This leave may be scheduled, at the bargaining unit member's discretion, during the twelve months following a child's birth, adoption, or the initiation of legal foster care in increments of two-weeks or more. The number of working days that constitutes twelve (12) work weeks of child-bonding leave shall be prorated for less than full-time bargaining unit members consistent with law. Twelve weeks of leave for less than full-time bargaining unit members would be calculated based on their regular schedule. For example: A bargaining unit member who works three days per week would be entitled to 36 work days (3 days per week times 12 weeks).
- 8.4.7 Beyond the twelve (12) work weeks of parental/child-bonding leave (as defined in Article 8.4.11) in which parental leave commences, the bargaining unit member is eligible for additional unpaid leave, for the remainder of the school year and the following school year. This additional leave for the purpose of child rearing must be applied for under personal leave, in accordance with Section 8.10 of this Article. The bargaining unit member may substitute in the District while on unpaid leave. During this unpaid leave, the member may use any other forms of paid leave that may apply.
- 8.4.8 A bargaining unit member adopting a child shall be entitled, upon request, to a leave to commence at the time of receiving de facto custody of the child or prior

to receiving such custody, if necessary, in order to fulfill the requirements for adoption. Beyond the first year in which the adoption commences, bargaining unit member is eligible for leave (reference 8.4.10) the following school year. Equal rights will be given to both adoptive and natural parents.

8.4.9 The bargaining unit member may use accrued sick leave benefits during pregnancy disability leave, while they are unable to work due to physical disability, prior to the delivery and including convalescence as determined by their physician. After exhausting all sick leave, the bargaining unit member is entitled to use five (5) months at the differential rate of pay as set forth in Section 8.14 when a doctor's note is provided. (Ed. Code 44977).

8.4.10 The bargaining unit member may use accrued sick leave benefits during parental/child-bonding leave, taken pursuant to the CFRA/FMLA for a period of up to 12 school weeks. A work week is any week in which the school is open for three (3) or more days. After exhausting all sick leave, the bargaining unit member shall receive the differential rate of pay as set forth in Section 8.14 (Ed Code 44977.5.)

8.4.10.1 The 12-week period shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of parental leave taken pursuant to CFRA/FMLA.

8.4.10.2 A unit member shall not be provided more than one (1) 12-week period per parental leave. However, if a school year terminates before the 12-week period is exhausted, the unit member may take the balance of the 12-week period in the subsequent school year.

8.4.11 For purposes of this Agreement, "parental" is defined as leave for the reason of the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee.

## **8.5 Caring for a Family Member**

An unlimited amount of accumulated sick leave may be used in any school year for a bargaining unit member to care for a sick or injured immediate family member.

## **8.6 Industrial Accident or Illness Leave**

- 8.6.1 The accident or illness, including childhood disease, must have arisen out of or in the course of employment of the employee, and must be accepted as a bona fide injury or illness arising out of or in the course of employment by the State Compensation Insurance Fund.
- 8.6.2 Allowable leave for each industrial accident or illness shall be not less than 60 days each fiscal year for each temporary disability pursuant to Education Code 44984.
- 8.6.3 Allowable leave shall not be accumulated from year to year.
- 8.6.4 The leave under these rules and regulations shall commence on the first day of absence.
- 8.6.5 When a person is absent from their duties on account of industrial accident or illness, they shall be paid such portion of the salary due them for any month in which the absence occurs, and when added to their temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code, will result in a payment to them of not more than their full salary.
- 8.6.6 Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.
- 8.6.7 When an industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due them for the same illness or injury.
- 8.6.8 During any paid leave of absence, the employee shall endorse to the District the temporary disability indemnity check received on account of their industrial accident or illness. The District, in turn, shall issue the employee appropriate salary warrants for payment of the employee's salary and shall deduct normal retirement and other authorized contributions.

## **8.7 Personal Necessity**

- 8.7.1 A maximum of eight (8) days of accumulated sick leave may be used in any school year for personal necessity leave for any of the following reasons:

8.7.1.1 Circumstances that are serious in nature and that the employee cannot reasonably be expected to disregard, but that necessitate immediate attention, and cannot be taken care of after work hours or on weekends.

8.7.1.2 Death of a member of their immediate family and someone not covered under bereavement (see 8.9).

8.7.1.3 Accident involving their person or property or the person or property of a member of their immediate family (see 8.7) and others not covered under 8.7.

8.7.1.4 Marriage in the immediate family including the employee's (see 8.7) and others not covered under 8.7.

8.7.1.5 Legal commitments and transactions.

8.7.1.6 Recognized religious holidays.

8.7.1.7 Paternal/Maternal/Adoptive parent leave.

8.7.1.8 For a parent, guardian or grandparent having custody of one or more children, to participate in activities of the school or licensed child day care facility of any of their children.

8.7.2 Education Code 44981 requires that the person using sick leave for the above listed purpose submit proof of personal necessity. Proof of personal necessity under this policy shall consist of a check mark in the appropriate box on the D-4 form.

8.7.3 Personal necessity leave days are not cumulative from year to year.8.7.4 Personal necessity leave shall not be allowed for additional vacation days, recreation purposes, or work stoppage.

## **8.8 Jury Duty**

Certificated employees of the District shall be paid the difference between the employee's regular earnings and any amount they receive for jury duty or witness fees for jury service, or service as a witness in court when subpoenaed as other than a litigant, or when responding to an official order from another governmental jurisdiction for reasons not brought about through connivance or misconduct of the employee.

## **8.9 Bereavement**

Employees will be granted a minimum of three (3) days leave of absence (not necessarily consecutive) for the death of any member of their immediate family. Employees may request an additional two (2) days, and no deduction shall be made from the employee or on the account of such temporary leave of absence. Death of a member of their immediate family includes the following: mother, father, wife, husband, domestic partner, son, daughter, brother, sister, grandmother, grandfather, grandchildren, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, step-mother, step-father, step-son, step-daughter, step-brother, step-sister, aunt, uncle, niece, nephew, foster parent, foster child, cousin to the second degree, the immediate family of the domestic partner, or any person(s) living in the immediate household of the employee. Bereavement time will also be granted due to miscarriage, stillbirth, or birth loss. For other persons not covered in this section, employees may request bereavement leave through the principal or a request to the Deputy Superintendent/Assistant Superintendent or the Superintendent.

## **8.13 Catastrophic Leave Bank**

### **8.13.5 Required Contributions**

- 8.13.5.1 Each ETA member must contribute for two (2) consecutive years to be vested in the CLB. Once vested, they are eligible for up to sixty (60) days) in total for the same catastrophic illness or injury. For the first year before becoming vested, they are only eligible for up to twenty (20) days in total.
- 8.13.5.2 No additional days must be donated unless the total number of days in the CLB falls below 100. At such time, all participants shall be asked to contribute an additional sick day the following year. Unit members who decline to continue to participate in the Bank shall notify Human Resources no later than the last workday of September.
- 8.13.5.3 If a previously eligible member does not wish to donate the additional day, they shall become ineligible for the CLB. Previous donations shall not be returned.

8.13.5.4 Any ETA member who has not previously donated a day to the CLB may choose to do so at the beginning of the following school year.

**8.14 Differential Pay** - When calculating differential pay, the daily rate of \$180 per day shall be applied even though the actual substitute teacher employed by the District may receive a higher daily rate. In no event shall the amount deducted exceed 50% of the bargaining unit member's gross daily salary (in accordance with Ed Code 44977 Leave).

**8.16 Definition of Terms:**

8.16.2 Designated Person – defined by CFRA as “any individual related by blood or whose association with the employee is equivalent of a family relationship.” California paid sick leave statutes define “designated person” as “a person identified by the employee at the time the employee requests paid sick days.”

**8.17 Reduced Workload ("Willie Brown") Leave**

**Definition:** A Reduced Workload (RWL) allows an eligible bargaining unit member to work part-time while receiving full-time equivalent contributions from the District to the State Teachers' Retirement System (STRS) and to the cost of medical and dental benefits.

8.17.1 The District shall follow California Ed Code 22713 and Board Policy 4117.11 as it pertains to the Reduced Workload Program (“Willie Brown Act”) including, but not limited to the following:

8.17.2 To be eligible for an RWL, a bargaining unit member must meet the following criteria:

1. Be at least 55 years of age.
2. Have been employed full-time in a certificated position for a minimum of ten (10) years, with the five (5) years immediately preceding the request being full-time employment.

8.17.3 A bargaining unit member on an RWL must work no less than 0.50 Full-Time Equivalent (FTE) as required by state law.

8.17.4 The maximum duration for participation in an RWL program is ten (10) years, as mandated by state law.

8.17.5 The District shall formally approve all RWL requests if the bargaining unit

member meets all eligibility requirements.

8.17.6 Salary and Benefits

8.17.6.1 The employee shall be paid a salary which is pro-rata share of the salary they would be earning as a full-time employee.

8.17.6.2 The employee shall receive medical and dental benefits as provided in Section 53201 of the Government Code in the same manner as a full-time employee.

8.17.6.3 Sick leave credit shall be prorated based on the bargaining unit member's FTE. For example, a bargaining unit member working 0.60 FTE will receive 6 sick leave days per school year (calculated as 10 days x 0.60 FTE = 6 days).

8.17.7 Bargaining unit members seeking an RWL for the upcoming school year must complete and submit a Request for Leave Informed K-12 form by March 1st of the school year preceding the year they are requesting the RWL, with the exception of extenuating circumstances.

8.17.8 A bargaining unit member on an RWL who wishes to increase their FTE in the following school year must submit a Request for Leave Informed K-12 form specifying the desired FTE change.

## **ARTICLE IX**

### **Class Size & Caseloads**

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9.1 **SDC Mainstreaming Preschool & TK**

The District shall reserve space in regular education classrooms throughout the District for the purpose of mainstreaming SDC students in Preschool and TK. At sites where preschool SDC and/or TK SDC are housed, general education TK class sizes shall not exceed 17 students enrolled at the start of the school year to allow room for mainstreaming. (see 9.3 for TK class size limit)

9.1.1 IEPs district-wide will be reviewed by the Special Education Department to anticipate the mainstreaming needs of students for the upcoming year.

9.1.2 The Director of Special Education, or District Office Administrative designee, shall meet with the administration and Special Education staff at the sites with SDC classes for the upcoming year to facilitate the reservation of mainstreaming space in the regular education classrooms.

## 9.2 **SDC Mainstreaming Kindergarten through 6th grade**

The District shall reserve space in regular education classrooms throughout the District for the purpose of mainstreaming SDC students in Kindergarten through 6<sup>th</sup> grade classrooms.

9.2.1 IEPs district-wide will be reviewed by the Special Education Department to anticipate the mainstreaming needs of students for the upcoming year.

9.2.2 The Director of Special Education, or District Office Administrative designee, shall meet with the administration and Special Education staff at the sites with SDC classes, including Preschool students who meet the Kindergarten age requirements, for the upcoming year to facilitate the reservation of mainstreaming space in the regular education classrooms.

## 9.3 **Student Placement**

Students with IEPs, 504s, Dually identified ELs, etc. shall be distributed throughout a grade level at a site consistent with legal requirements, including, but not limited to, appropriate teacher credentials.

## 9.4 **SDC Preschool Caseload**

Preschool caseloads shall be staffed with at least one certificated classroom teacher and an additional trained staff member, whenever students are present, and shall not exceed 14 students with the flexibility of +1 student per caseload. Preschool SDC teachers shall continue to be a participating member of the assessment team. Caseloads shall be split into two even groups (a morning group and an afternoon group).

9.4.1 If a 15th student is enrolled, a \$10 stipend per student per day shall be paid to the teacher.

9.4.2 Preschool caseloads may not exceed 8 students per group.

## 9.5 **Transitional Kindergarten (TK) Class Size**

Transitional Kindergarten class sizes shall be staffed with at least one certificated classroom teacher and one paraprofessional, and shall not exceed 20 students per class.

**9.6 Transitional Kindergarten (TK) and Kindergarten Full Day Program**

9.6.1 For the 2018-2019 school year, the implementation of full day TK and Kindergarten will expand up to 15 sites, completing the pilot for full implementation. Dismissal of the full day TK and Kindergarten program will be 15 minutes prior to the end of the primary dismissal, including minimum days.

9.6.2 A 2.5-hour Instructional Assistant will be provided for a full day Kindergarten classroom. If the Instructional Assistant is absent, a substitute will be provided.

9.6.3 Full day TK and Kindergarten shall begin the full day program the week immediately following the 10th day of instruction. All district TK and Kindergarten classrooms shall follow the current Kindergarten schedule prior to full day programs as specified above.

9.6.4 The full day Kindergarten and TK programs shall address California Standards and take into account ample opportunity for both active and quiet activities with an integrated, experiential, and developmentally appropriate educational program. As memorialized in the Participative Decision-Making Side Letter (October 2007), it is the consensus of the District and the Association to utilize that agreement, acknowledging that grade-level stakeholders will be included.

9.6.5 The District shall provide each new Kindergarten room with the basic classroom materials, as comparable to the District document titled “Kindergarten Classroom Furniture/Materials.”

9.6.6 An annual budgetary supplement in the amount of \$175 per full day TK and Kindergarten classroom for the first two years of the site’s full-day implementation.

9.6.7 To support individual student assessment, three (3) release days per full day TK and Kindergarten teacher will be allocated, to be used at the discretion of the teacher/site.

**9.7 K-3 Staffing Ratio**

The District shall maintain K-3 classes at the ratio of 24:1 with flexibility of +1 student over per class. If the 25th student is enrolled in any class, a stipend shall be paid to the

teacher at the rate of \$10.00 per day per student for any student in excess of 24, commencing ten (10) days after the 25th student is enrolled. This stipend will be retroactive to the first day of enrollment.

9.7.1 The District will automatically calculate and issue appropriate stipends twice a year as follows:

a. Stipends earned between the beginning of the school year through mid-December shall be issued on the January payroll warrant.

b. Stipends earned between mid-December and the end of the school year shall be issued on the June payroll warrant.

9.7.2 Should a 25th student be mainstreamed for any portion of the day in a K through 3rd grade classroom, a stipend shall be paid to the teacher at the rate of \$10 per day.

9.7.2.1 In cases of unforeseeable circumstances, a \$15 stipend per student per day shall be paid to the teacher for any mainstreamed student in excess of the 25th student.

9.7.2.2 The District shall automatically calculate and issue appropriate stipends twice a year once the member completes and submits the stipend form in Informed K12.

**9.8 Grades 4, 5, and 6 Class Size**

The District shall maintain non CSR 4-6 classes at the ratio of 30:1. If the 32<sup>nd</sup> student is enrolled in any class, a stipend shall be paid to the teacher at the rate of \$10.00 per day per student for any student in excess of 31, commencing ten (10) days after the 32<sup>nd</sup> child is enrolled. This stipend shall be retroactive to the first day of enrollment.

9.8.1 The District shall automatically calculate and issue appropriate stipends twice a year as follows:

a. Stipends earned between the beginning of the school year through mid-December shall be issued on the January payroll warrant.

b. Stipends earned between mid-December and the end of the school year shall be issued on the June payroll warrant.

**9.9 Grades 4, 5, and 6 Mainstreaming**

Should a 32<sup>nd</sup> student be mainstreamed for any portion of the day in a 4<sup>th</sup> through 6<sup>th</sup>

grade classroom, a stipend shall be paid to the teacher at the rate of \$10 per day per Student.

9.9.1 The District shall automatically calculate and issue appropriate stipends twice a year once the member completes and submits the stipend form in Informed K12.

- a. Stipends earned between the beginning of the school year through mid-December shall be issued on the January payroll warrant.
- b. Stipends earned between mid-December and the end of the school year shall be issued on the June payroll warrant.

**9.10 Grades 4, 5, and 6 Combination Class Size**

Grades 4, 5, and 6 combination classes shall not exceed 31 students. Should the 31<sup>st</sup> student enroll in any class, a stipend shall be paid to the teacher at the rate of \$10.00 per day per student for any student in excess of 30<sup>th</sup> student, commencing ten (10) days after the 31<sup>st</sup> child is enrolled. This stipend will be retroactive to the first day of enrollment.

9.10.1 The District shall automatically calculate and issue appropriate stipends twice a year as follows:

- a. Stipends earned between the beginning of the school year through mid-December shall be issued on the January payroll warrant.
- b. Stipends earned between mid-December and the end of the school year shall be issued on the June payroll warrant.

**9.11 Grades 4, 5, and 6 Combination Mainstreaming**

Should a 31<sup>st</sup> student be mainstreamed for any portion of the day in a 4<sup>th</sup> through 6<sup>th</sup> grade combination classroom, a stipend shall be paid to the teacher at the rate of \$10 per day.

9.11.1 In cases of unforeseeable circumstances, a \$15 stipend per student per day shall be paid to the teacher for any mainstreamed student in excess of the 31<sup>st</sup> student.

9.11.2 The District shall automatically calculate and issue appropriate stipends twice a year once the member completes and submits the stipend form in Informed K12.

- a. Stipends earned between the beginning of the school year through mid-December shall be issued on the January payroll warrant.
- b. Stipends earned between mid-December and the end of the school year shall be issued on the June payroll warrant.

**9.12 1st through 6th Grade Combination Class Stipend**

General education teachers who teach a combination class shall receive \$200 per month stipend.

**9.13 Grades 7 and 8 Caseload**

Full-time middle school teachers with student caseloads above 168 students shall receive a \$500 stipend per semester. Half-time middle school teachers with student caseloads above 84 students shall receive a \$500 stipend per semester.

9.13.1 For the determination of Grade 7 and 8 stipends, the student caseloads will be determined at the end of the fourth instructional month for the January warrant, and the end of the tenth instructional month for the June warrant.

9.13.2 On the tenth day of school, Human Resources shall provide the union leadership a report of the student caseload of each middle school teacher.

**9.14 Middle School Scheduling Support**

Each middle school site shall be allocated a maximum of 30 hours per year to compensate teachers at the contractual overtime rate for participating in the development and monitoring of the Main Schedule for the site. Each middle school site shall have the discretion to determine the number of teachers and which teachers will be selected to assist in developing and monitoring the site's Main Schedule.

**9.15 Special Day Class (SDC)**

**9.15.1 SDC Criteria for Placement**

The District shall utilize the Special Education Local Plan Agency (SELPA) placement guidelines for Special Day Classes. The District shall communicate a transparent process to the SDC staff on how students are distributed among the district throughout the school year unless to do so would violate legally mandated confidentiality. (Refer to Section 14.1 Teaching and Safety Conditions)

**9.15.2 Special Day Class (SDC) Class Size**

The district shall load SDC classes to the smallest number practicable. If the 13th student is enrolled, a meeting will occur with the affected teacher, the Director of Special Education or designee, the Assistant Superintendent of Human Resources

or designee, and a representative of ETA within 5 working days. Solutions will be explored and agreed upon to resolve the class size and caseload concerns.

9.15.2.1 If the 13th student is enrolled, a stipend shall be paid to the teacher at the rate of \$10.00 per day per student for any student in excess of 12, commencing ten (10) days after the enrollment. The stipend shall be retroactive to the first day of enrollment.

9.15.2.2 The District shall automatically calculate and issue appropriate stipends twice a year as follows:

- a. Stipends earned between the beginning of the school year through mid-December shall be issued on the January payroll warrant.
- b. Stipends earned between mid-December and the end of the school year shall be issued on the June payroll warrant.

9.15.3 The district shall provide two (2) additional staff members, whenever students are present, (not including one-on-one aides identified in student IEPs and or Behavior Technicians) per SDC class. If the classroom teacher determines that one of the additional trained staff members is not needed, a collaborative conversation shall take place with site administration, and then they shall notify the Special Education Director or designee. The two additional trained staff members shall receive behavioral training and other professional development to be able to fully support the needs of the students.

**9.16 Intensive Support Program (ISP) refer to Article 22**

**9.17 RSP & Speech-Language Pathologist Caseloads**

RSP caseload shall not exceed 28 pupils maximum (Education Code 56362).

9.17.1 The District shall provide one 6 (six) hour staff member for each RSP teacher. The staff member shall receive behavioral training and other professional development to be able to fully support the needs of the students.

9.17.2 Speech-Language Pathologists' caseload shall not exceed 55 pupils maximum (Education Code 56363.3).

9.17.2.1 The maximum caseload for a Speech-Language Pathologist providing services exclusively to individuals with exceptional needs between the

ages of 3 and 5, inclusive, shall not exceed a count of 40 (as defined in Education Code section 56441.11 or 56026).

9.17.2.2 For a Speech-Language Pathologist whose caseload is not exclusive to individuals with exceptional needs between the ages of 3 and 5, the maximum caseload shall not exceed a count of 40 (as defined in Education Code section 56441.11 or 56026).

#### **9.18 Caseload Calculations & Distributions**

Workload considerations must be addressed when establishing the caseloads of Psychologists, BCBA's and Speech-Language Pathologists. The caseload of Psychologists and Speech-Language Pathologists shall be determined after reviewing the service requirements and other workload considerations for each individual student on the caseload.

9.18.1 A lead Speech-Language Pathologist shall work with the Director of Special Education or other district designated administrator to determine appropriate SLP caseloads and adjust accordingly. Additionally, students in the Intensive support program shall be calculated as 1.5 when determining caseload. (Refer to Article 22.1.2.2.)

9.18.2 A lead psychologist shall work with the Director of Special Education or other designated district administrator to determine appropriate psychologist caseloads and adjust accordingly.

9.18.3 A lead BCBA shall work with the Director of Special Education or other designated district administrator to determine appropriate BCBA caseloads and adjust accordingly.

### **ARTICLE XIV**

#### **Teaching and Safety Conditions**

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14.1 The District shall inform bargaining unit members prior to placement of pupils, when information becomes available, who have engaged in, or are reasonably suspected of engaging in, the suspendable or expellable acts listed in Section 48900 of the Education

Code. Any information received by a teacher pursuant to Section 49079 shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher.

14.2 A teacher may suspend any pupil from the teacher's class for any of the acts enumerated in Section 48900, for the day of suspension and the day following. The teacher shall immediately report the suspension to the principal of the school and send the pupil to the principal or the principal's designee for appropriate action. The teacher shall ask the parent or guardian to attend a parent-teacher conference with the administrator regarding the suspension. The pupil shall not be returned to the class from which they were suspended during the period of suspension without the concurrence of the teacher of the class and the principal. A pupil suspended from class shall not be placed in another regular class during the period of suspension.

14.2.1 At the beginning of each school year and no later than September 1st, the district shall inform Bargaining Unit Members in writing of Education Codes 48900 and 48910 and Article 14.2 in the Collective Bargaining Agreement as it pertains to teachers' right to suspend students from the classroom.

14.3 Protocol and Additional Support for When Students Return from a Teacher or School Suspension in Aggressive or Violent Cases

14.3.1 In the case where a student is a general education student:

14.3.1.1 For students suspended from class by the teacher, A re-entry meeting shall take place within two (2) school days of the student's return to class. The teacher and administrator shall be present. Parents/guardians shall be invited. Short and long term solutions shall be identified. If parents/guardians do not attend the re-entry meeting, administration shall notify them of the re-entry plan.

14.3.1.2 For students suspended from school, a re-entry meeting shall take place before the return of the student to class. The administrator, other appropriate staff, and teacher(s), if applicable, shall be present. Parents/guardians shall be invited. Short and long term solutions shall be identified. If parents/guardians do not attend the re-entry meeting, administration shall notify them of the re-entry plan.

14.3.2 In the case where a student is a Special Education student with an active IEP, the Principal and Case manager shall confer with the teacher to determine whether an IEP meeting should be convened to assess the need for additional support or modification of the student schedule or placement.

14.3.2.1 For students with an IEP suspended from class, a re-entry meeting shall take place within two (2) school days of the student's return to class. The teacher, administrator, parents/guardians, and Special Education Director or designee shall be present. Short and long term solutions shall be identified. An IEP meeting may be held in lieu of the re-entry meeting if it can be scheduled within two (2) school days of the student's return to class. Short and long term solutions shall be identified.

14.3.2.2 For students with an IEP suspended from school, a re-entry Meeting shall take place before the return of the student to class. The administrator, other appropriate staff, and teacher(s), if applicable, shall be present. Short and long term solutions shall be identified. An IEP meeting may be held in lieu of the re-entry meeting if it can be scheduled before the student returns to class. Short and long term solutions shall be identified.

14.3.3 A follow-up meeting shall take place within twenty (20) workdays of a student's re-entry to monitor progress of the student's behaviors, if requested by the teacher, guardian, or other staff member.

#### 14.4 **Workplace Violence Protocols**

The District and ETA Leadership shall work in collaboration to create a safety protocol that includes written procedures on how to record and maintain an injury incident report form and/or workplace violence log. This protocol shall include a notification system that informs all appropriate parties, including the ETA President, when a certificated staff member is injured due to any of the reasons listed in the Workplace Violence Prevention Plan.

- 14.4.1 Within 30 workdays upon ratification of this contract, a committee consisting of equal representation of ETA members and Administrators shall create the WVPP protocol in accordance with the District Workplace Violence Prevention Plan. ETA Leadership and District Administration shall each appoint up to 5 members to the committee. ETA members shall receive overtime for their time.
- 14.4.1.1 Once the WVPP protocol has been established by the WVPP committee, the committee will evaluate the WVPP protocol at least once a year to determine if revisions need to be made. Any revisions shall be agreed upon by both parties.
- 14.4.2 Initial training on the Workplace Violence Prevention Plan and the areas specific to this article shall be provided for all bargaining unit members, and annually thereafter. Training shall be modified when new or previously unrecognized hazards are identified through committee revisions. Training shall include, but not be limited to, the steps for the notification process.
- 14.4.3 Administrators, office staff, and certificated staff shall receive training on their responsibilities when an injury incident report form is submitted.
- 14.4.4 The ETA President shall be notified within one (1) work day of the incident/injury form being submitted by a bargaining unit member.
- 14.4.5 Refer to the District Workplace Violence Prevention Plan (WVPP) for additional reporting protocols, training, and other related information. Any changes to the District Workplace Violence Prevention Plan shall be done through committee revisions.
- 14.5 Teachers shall immediately report cases of assault and/or battery suffered by them in connection with their employment to their principal or other immediate supervisor who shall immediately report the incident to the police.
- 14.6 Bargaining unit members who experience assault, battery, or a traumatic event inflicted on a unit member or witnessed by a unit member in the course of a unit member's employment, shall be informed of resources offered through the Employment Assistance Program (EAP).

- 14.7 When an absence or disability arises out of or from a physically violent event inflicted on a unit member, and in the course of a unit member's employment, unit members shall be provided information regarding filing a workers' compensation claim.
- 14.8 Only qualified and trained personnel shall provide and conduct necessary specialized health care procedures to students, including but not limited to:
- a. dispensing medication
  - b. catheterizations
  - c. crede
  - d. diapering
  - e. injections
  - f. ileostomies
  - g. colostomies
  - h. gastrostomies
  - i. tracheostomy
  - j. suction
  - k. oxygen administrations
  - l. gavage/giving feedings and draining

It shall not be expected that classroom teachers will perform these duties.

- 14.9 No teacher shall be required to work under unsafe conditions; or unhealthful conditions as determined by the District Safety Committee.
- 14.10 Principals will work with their staffs on a site-by-site basis to provide access to telephones and bathrooms within reasonable times after normal work hours.
- 14.11 Traveling specialists and psychologists who are required to transport testing materials in the course and scope of their employment shall not be required to reimburse the District, either directly or through personal insurance, for loss or damage to such materials through no fault or negligence of the employee.
- 14.12 Temporary Restraining Orders (Civ. Proc. Code §527.8)
- 14.12.1 Restraining orders will be pursued in compliance with Civ. Proc. Code §527.8. Any bargaining unit member who has suffered unlawful violence or a credible threat of violence from any individual that can reasonably be construed to be carried out at the workplace or to have been carried out at the workplace, may

request that the District seek a temporary restraining order and an order after hearing at the discretion of the court.

14.12.2 Effective January 1, 2025, the Association may seek a temporary restraining order and injunction on behalf of a bargaining unit member or group of bargaining unit members who suffers the unlawful violence described in 14.8. The Association shall notify the District when seeking such an order.

**DATED: MARCH 6, 2026**

**ETA**

Signed by:  
*Suzanne Lima*  
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Signed by:  
*Dani Compton*  
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Signed by:  
*Melody Sutton*  
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DocuSigned by:  
*Julie Kaiser*  
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DocuSigned by:  
*Francie Arboleda*  
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**DISTRICT**

DocuSigned by:  
*Sam Bass*  
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DocuSigned by:  
*Tonya Trim*  
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Signed by:  
*Gina Fierro*  
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DocuSigned by:  
*Jennifer Anderson-Chaffee*  
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*Sheetal Mistry*  
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*Ginger Gaeta*  
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Signed by:  
*Stephen E. Sweeney*  
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