# **ETA Negotiations Update:**

# As of February 1, 2024

### 2023-2024 items tentatively not yet agreed upon:

- 1. District's current salary offer is 4.5% on schedule and a benefit offer of \$19,920 (total package of 6.56%).
- 2. Kindergarten MOU to be renegotiated and language not included in contract.
- 3. President release time will be negotiated as a MOU.

# 2023-2024 items tentatively agreed upon:

### Article 1: Agreement:

1. No Changes

### Article 2: Recognition:

- 1. Adding District Nurses to our union
- 2. The district will notify the association if a new position will be placed on the Certificated Management Schedule or the Certificated Teacher Salary Schedule.

# Article 3: Definitions:

1. No Changes

# **Article 4: Personnel Files**

1. An understanding that all site files are disposed of upon a principal's departure from the site. Also, all personal site files may be reviewed by a unit member upon request with administration. These records are in no way intended to be `secret files.'

# **Article 5: Association Rights**

1. Association communication may take place **at the beginning** or end of a meeting.

# **Article 6: Personal and Academic Freedom**

1. No changes, reordered the language.

# **Article 7: Grievance Procedures**

1. An agreed upon Grievance timeline has been added to facilitate a unit member's resolution of a district matter.

### **Article 8: Prof. Dues and Payroll Deductions**

1. Update to language to fix grammar and spelling errors and make current.

### **Article 9: Unit Member Work Hours and Responsibilities**

- 1. Two additional minimum days for intermediate schools have been added to the calendar (one for administration and one for teachers).
- 2. Teachers assigned to more than one site will receive the greater number of a site's summer planning days.
- 3. Verbal understanding that staff meetings are consistent across campuses (60-75 minutes)
- 4. Special Ed. Teachers will be able to utilize up to four days to schedule IEP's during the school day. Additional IEPs will continue to be scheduled after school (formerly up to 3 days)
- 5. SLPs are excluded from supervisory duties.
- 6. No more than one per week (GLM, trainings or inservice)

### **Article 10: Absence and Leave Provisions**

- 1. The district will no longer require verification when misuse of sick leave is suspected.
- 2. Paid Personal Leave is gone. Unit members will now be entitled to seven days of personal leave.
  - a. To be used for personal or family business only.
- 3. Bereavement leave has been extended to five days (formerly three days) and must be taken within three months of the death of a loved one.
- 4. Removal of language that defines personal leave other than for purposes of participation in stoppage or slowdown, sick-out or Association activities.

# Article 11: Class Size and Support

- 1. TK class aide support changed from 15-24 students to 13-24 students.
- 2. Itinerant RSP teachers will be assigned to no more than 2 school sites.
  - a. An understanding that itinerant RSP caseloads will not exceed 22 students
- 3. Additional Classroom Support for TK-8 Changed from a "new" student to "any" student who displays severe aggressive behavior that risks their own personal safety and/or the safety of others, a temporary instructional aide may be provided as additional classroom support for a duration up to four weeks, with administrative approval.
- 4. The MOU for clerical support for Special Education teachers has been moved to contract.

# Article 12: Assignment and Transfer

1. No changes

### **Article 13: Unit Member Evaluations**

- 1. Temp/Probationary: Evaluations twice every year
- 2. Perm. years 1-10: Evaluations every other year
- 3. After 10 years of service, permanent certificated unit members who have met CSTP and have two prior satisfactory evaluations will instead be evaluated every three years (formerly two years).
  - a. Should a teacher receive an unsatisfactory evaluation they will be evaluated annually until satisfactory eval has been achieved.

#### Article 14: Unit Member Safety

1. Per Ed. Code 48910, unit members may suspend a pupil for two days from their class based on offenses enumerated in ed code section 48900, upon reporting and sending the pupil to administration.

#### **Article 15: Curriculum and Instruction**

1. No changes

### **Article 16: Employee Benefits**

1. Language change: To be eligible for retiree benefits at age 55 unit member must be enrolled with districts medical care provider prior to the effective date of retirement.

### **Article 17: Salaries**

- 1. New language: One step is granted upon working 75% of a work year.
- 2. Pay Compensation for Substitute Shortage
  - Compensated at the long-term substitute daily rate
- 3. Elementary General Education Combo Teacher: \$500
- 4. Grade Level Chair: \$1000
- 5. Intermediate School Stipend for cluster/inclusion is \$500 per group (formerly \$500 total)

### Article 18: Unit Member Travel

1. Unit members shall not transport students in personal vehicles for district or site-related business.

### **Article 19: Physical Examinations**

1. No changes

### Article 20: Unit Member Work Calendar

- 1. Specified/Updated purpose of New Teacher Academy
  - a. New Teacher Academy participants are required to report for up to five (5) days (formerly twelve 12 days).
  - b. Language changes to include that *all* participants shall receive compensation for New Teacher Academy (previously, not all were paid.)
  - c. The seniority date for a probationary unit member will be the first day of attendance at the New Teacher Academy.
  - d. Clarified language for New Teacher Academy makeups: Alternate professional development will be scheduled during the work day after the start of the new school year and participants shall not receive additional compensation.
  - e. BTSA language removed
  - f. Year-round school language removed from contract
- 2. The two days prior to the first day of the school year will be free from any mandatory site or district activities

# **Article 21: Public Charges**

- 1. New language: The Unit Member shall have the right to Association representation at all meetings regarding employee discipline or proposed disciplinary action.
- 2. New language: All information or proceedings regarding any actions or proposed actions pursuant to the Article shall be kept confidential by the parties to the extent permitted by law.
- 3. New language: The district will notify the Association president prior to a unit member's placement upon administrative leave for disciplinary reasons.

# Article 22: Resignation

1. No changes

# Article 23: Peer Assistance and Review

- 1. Elimination of this whole Article
- 2. Renamed article **'Employee Mentoring and Progressive Discipline**' and created language for to replace PAR that addresses progressive discipline

### **Article 25: Reopener Negotiations and Delivery of Agreement**

1. Next year's negotiation has been expanded to include all of the articles involving all of Article 17, not only salary. This includes all stipends and related pay.