



**BOARD OF TRUSTEES:** Brynna Cadman, Robert Garcia, Dayna Karsch, David W. Long, and Mondy M. Taylor

BOARD OF TRUSTEES  
SPECIAL MEETING  
AGENDA

Thursday, March 31, 2022, 6:30 p.m.

*This board meeting will take place in-person on the date, time and location noted above. Members of the public may view a live stream of the meeting using the link below. Public Comment will only be allowed for in-person participants.*

**View the Meeting Livestream:** Members of the public can view the live stream of the meeting at: <http://stream.etiwanda.org>. Public comment is not available to live stream viewers.

The agenda and attachments can be found at: <http://meetings.etiwanda.org/A03-31-2022.pdf> or when on the District website, go to About Us, scroll over to the Board of Trustees tab, click on Board Meeting Calendar, and select the March 31, 2022, meeting date.

Members of the public may participate in the Public Comment portion of the meeting by attending the meeting in-person and addressing the Board during Public Comment as noted on the agenda.

Reasonable Accommodations: If you wish to request reasonable accommodations to participate in this meeting, please call (909) 899-2451 ext. 3101 or email Renee Peccoralo at [renee\\_peccoralo@etiwanda.org](mailto:renee_peccoralo@etiwanda.org), no later than noon, two business days preceding the date of the meeting.

**1. CALL TO ORDER**

- A. Roll call.
- B. Pledge of allegiance.

**2. PUBLIC COMMENT ON AGENDA ITEMS**

**Because this is a special meeting, members of the public may only comment on agenda items.** This is the time and place for the general public to address the Board of Trustees. State law prohibits the Board from acting on any issue not previously included on the agenda. Because there are time limits imposed for public comment, neither the Board nor the Superintendent answer questions or respond to statements made during the public comment. Members of the Board or the Superintendent may choose to take notes and respond briefly after public comment is closed. Individual speakers shall be allowed up to three minutes to address the Board on each agenda item. This time may be shortened based on the number of speakers or issues to be addressed at the Board's discretion. If a member of the public desires to be heard on more than one item appearing on the agenda, he or she will be allowed up to a total of five minutes to address all desired agenda items with a maximum of three minutes per agenda item. For agenda items, in order to ensure that non-English speakers receive the same opportunity to directly address the Board, any member of the public who utilizes a translator shall be provided twice the allotted time to address the Board, unless simultaneous translation equipment is used to allow the Board to hear the translated public testimony simultaneously. Board Policy 9323 limits the total time for public input on each agenda item to a maximum of thirty minutes. This time may be shortened based on the number of speakers or issues to be addressed at the Board's discretion. The Board assumes no responsibility for the speaker's liability for any intentionally false or defamatory comments the speaker may make regarding any person during the opportunity for public comment. Persons who have complaints against employees of the district are encouraged to seek resolution of those complaints by utilization of the Etiwanda School District written complaint procedure rather than orally addressing them at a meeting.

- A. Comments on agenda items.

**3. REVIEW / ADOPT AGENDA**

This is the time to adopt the agenda.

- A. Adopt the agenda as presented or amended.

**4. BUSINESS AND LEGAL**

- A. Public Hearing No. 1 pertaining to the collective bargaining agreement with the Etiwanda Teachers Association.

- 1. Open Public Hearing.
- 2. Call for Comments.
- 3. Close Public Hearing.

- 4. Discussion and action to approve the tentative agreement with the Etiwanda Teachers Association for the 2021/2022 – 2022/2023 school years for Unit Members in the employment of the District on the date of board ratification.

Article IX – Unit Member Work Hours & Responsibilities	<ul style="list-style-type: none"> <li>○ Site-Coordinated Parent Education Sessions are voluntary and compensated</li> <li>○ Preparation Time – an after school staff meeting will not be scheduled during the same week when a principal-directed minimum day is used</li> <li>○ Minor language revisions</li> </ul>
Article XVI – Employee Benefits	<ul style="list-style-type: none"> <li>○ 2022-2023 Increase total benefit package from 16,450 to \$16,910</li> <li>○ Medical benefits are available to retiree’s dependents, at retiree’s cost, until retiree reaches age 65</li> </ul>
Article XVII - Salaries	<ul style="list-style-type: none"> <li>○ 4.35% salary increase for the 2021-22 school year</li> <li>○ Increase hourly instructional rate from \$42.50 to \$60.00</li> <li>○ Addition of Academic Pentathlon Coach as a Level 1 stipend</li> <li>○ Increase professional development rate from \$140 to \$160 per day</li> <li>○ Increase Head Teacher, Teacher on Assignment, Professional Development Provider, stipend from \$6,000 to \$7,500</li> <li>○ Increase Grade Level Chair stipend from \$500 to \$750</li> <li>○ Apply SLP \$3,000 annual retention bonus to SLP salary schedule starting at Step 1</li> <li>○ Provide \$3,000 signing bonus for SLPs during year 1</li> <li>○ Reimburse SLPs for annual certified membership dues with American Speech-Language-Hearing Association (ASHA)</li> <li>○ Compensate teachers for IEP meetings that go beyond 45 minutes after the contractual work day</li> <li>○ Provide \$500 annual stipend to Intermediate General Education Inclusion Push-In Co-Teacher</li> </ul>

- B. Discussion and action to approve the Memorandum of Understanding (MOU) between the Etiwanda School District and the Etiwanda Teachers Association (ETA) regarding Clerical Support for Special Education Teachers.
- C. Discussion and action to approve the Memorandum of Understanding (MOU) between the Etiwanda School District and the Etiwanda Teachers Association (ETA) regarding Etiwanda Alternative Studies Education (EASE) Program.
- D. Discussion and action to approve the Memorandum of Understanding (MOU) between the Etiwanda School District and the Etiwanda Teachers Association (ETA) regarding the recruitment, hiring and retention of qualified Special Education Teachers.
- E. Discussion and action regarding budget adjustments relating to proposed collective bargaining unit agreement and AB1200 disclosure of settlement for 2021-22.

**4. BUSINESS AND LEGAL (continued)**

- F. Discussion and action regarding a 4.35% salary increase for the 2021-2022 school year, retroactive to July 1, 2021, and an increase in the fringe benefit allocation for eligible employees to \$16,910, for the 2022-23 school year, for eligible unrepresented employees, non-contract certificated and classified management, classified employees, non-represented certificated employees, Assistant Superintendent, Administrators, Directors, Principals, Assistant Principals, Coordinators, and Specialists, who are in the employment of the District at the time of Board approval.
- G. Discussion and action regarding a 4.35% salary increase for the 2021-2022 school year for temporary short-term and substitute classified employees (excluding Office Assistants and Tutors), effective April 18, 2022.
- H. Discussion and action regarding the adoption of the certificated – District, School Site & Program Level Salary Schedule for Assistant Superintendent, Administrators, Directors, Principals, Assistant Principals, Coordinators, and Specialists, effective July 1, 2021.

**5. CLOSED SESSION**

- A. Public Employee Appointment (Government Code 54957)  
Title: (1) Middle School Principal  
Title: (1) Superintendent

**6. RECONVENE TO OPEN SESSION**

- A. Report from Closed Session.

**7. ADJOURNMENT**

Submitted by Shawn Judson, Ed.D., Superintendent and Secretary to the Board of Trustees.  
Student enrollment as of March 25, 2022: 13,499 (TK-8) + 239 (CLOUDS) Total: 13,738  
(+7 from February 24, 2022).

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Public records related to the public session agenda that are distributed to the Governing Board less than 72 hours before a regular meeting, may be inspected by the public at the Etiwanda Education Center, 6061 East Avenue, Etiwanda, CA 91739, during regular business hours (7:30 a.m. to 4:00 p.m.).

In accordance with section 54953.2 of the *Government Code*, individuals may make a request for disability related modifications or accommodations, including auxiliary aides or services, in order to participate in a public meeting. Such requests must be submitted in writing no later than noon, two business days preceding the date of the meeting. Requests should be submitted to the attention of: Superintendent Shawn Judson, Ed.D.

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**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-grade level evening performances by pupils where the majority of a teacher's assigned class participates, and emergency needs.

~~Commencing with the 2018-2019 school year, S~~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~~assigned 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 the assignment~~ of unit members' duties, the duty schedule from the 2016-2017 school year will serve as a baseline for comparison. Unit members in grades 1 - 8 will not increase their duty responsibilities compared to their duty responsibilities in the 2017-2018 school year.

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/festivals, 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. Site-Coordinated Parent Education Sessions**

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

**DE. 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.

**EF. 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.

**FG. 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.

**GH. 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.

**HI. 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.

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

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.

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

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, Federal Program Monitoring,~~ Distinguished School Application, Blue Ribbon School Application, or any other state or federal 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.

**JK. 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.

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

- (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 (ECSE) teacher and a classified ECE 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 ECSE 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).

**KL. 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 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~~ 16,910 commencing July 1, ~~2020~~2022.

~~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. The District will allow retirees, at their cost, to purchase medical benefits for eligible dependents until the retiree reaches age 65. Should a

retiree pass away prior to age 65, benefits for eligible dependents will cease.

To be eligible for this retiree benefit, the unit member must fulfill the following requirements.

- (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.

MARK UP

**ARTICLE XVII**  
**SALARIES**

A. **Salary Schedule**

For the ~~2019-2020-2021-2022~~ school year, the salary schedule shall be increased by ~~two point two percent (2.2%)~~ four point three five percent (4.35%), retroactive to July 1, ~~2019~~2021, 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~~ 60.00 per hour effective ~~July 1~~ May 27, 2020 2022.

E. **Pay for Substitute Shortage**

Effective ~~July 1, 2020~~ February 22, 2022, in the event any unit member is required to cover a class for one period of the school day or longer when a substitute teacher is not available, or asked to supervise and instruct 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
<u>Academic Pentathlon</u>	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

\*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~~160 per day or \$~~70~~80 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. Commencing with the 2022-2023 school year, the annual stipend shall be \$7,500.~~
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, ~~2015-2022~~ the annual Grade Level Chair stipend shall be ~~\$500~~750. 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-Unit members~~ 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. ~~Intermediate General Education Inclusion/Push-In Co-teacher. Effective July 1, 2022 the annually designation Intermediate General Education Inclusion Co-Teacher Stipend shall be \$500 for teachers with students receiving SAI Services within their general education inclusion/push-in core content classes. Unit members receiving this stipend will be responsible for planning and collaboration with the SAI teacher, IEP implementation, and participation at IEP meetings. Unit members receiving this stipend will still be responsible for non-instructional professional responsibilities described in Article IX-Unit Member Work Hours and Responsibilities, Section C.~~
  67. **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~~2022, in the event an Individualized Education Program (IEP) meeting extends ~~one hour (1.0) forty-five minutes~~ past a unit member's workday, the Unit Member may timecard any additional time beyond the ~~one hour (1.0) forty-five minutes~~ 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. Commencing with the 2022-2023 school year the SLP salary schedule will reflect an increase by \$3,000 starting on Step 1.
- A. For newly hired, fully credentialed SLPs, the District may recognize all years of time experience providing speech and language therapy services in a public or private setting for purposes of salary schedule placement. For purposes of this paragraph, a year of experience means at least 75% of full-time experience, or at least nine months of part-time experience.
- B. The District reserves the right to reject experience it determines not to be sufficiently comparable to the work of an SLP, or experience that cannot be verified to the District's satisfaction. The District's determination pursuant to this paragraph shall be conclusive.
2. The District may provide a signing bonus of ~~\$6,000~~\$3,000 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 ~~2010~~ 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:~~  
The District will reimburse SLP's for annual certified membership dues with the American Speech-Language-Hearing Association during the period of time the SLP is employed by the District. The SLP is responsible for submitting a receipt to the District for reimbursement.
- ~~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.~~

MARK

**Shawn Johnson, Ed.D.**  
Superintendent  
**Charlayne Sprague**  
Deputy Superintendent  
**Douglas M. Clafin**  
Assistant Superintendent of Business Services  
**Laura Rowland**  
Assistant Superintendent of Personnel Services



**Board of Trustees**  
Brynna Cadman  
Robert Garcia  
Dayna Karsch  
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**March 14, 2022**

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE ETIWANDA SCHOOL DISTRICT**  
**AND THE ETIWANDA TEACHERS ASSOCIATION**  
**REGARDING CLERICAL SUPPORT**  
**FOR SPECIAL EDUCATION TEACHERS**

WHEREAS, the Etiwanda School District (District) and the Etiwanda Teachers Association (ETA) are parties to a Collective Bargaining Agreement (CBA), effective from July 1, 2019 through June 30, 2022; and

WHEREAS, in keeping with these provisions, currently Special Education teachers are responsible for the coordination, facilitation, and completion of the Individualized Education Program (IEP) team meetings for students on their caseload. This means, special education teachers are required to coordinate, schedule, and calendar all IEP meetings within legal timelines, which includes, but is not limited to, making parent phone calls, sending meeting notices, preparing copies for the meetings, scanning documents, uploading documents, and emailing documents, and

WHEREAS, the Parties seek to reduce time spent by Special Education unit members on various clerical duties associated with the preparation for IEP meetings; and

WHEREAS, through good faith bargaining and during the 2021-22 school year, the Parties have agreed to continue this Memorandum of Understanding (MOU) to provide, for the 2022-2023 school year, clerical assistance to Special Education teachers to prepare for IEP meetings.

**NOW THEREFORE, THE PARTIES AGREE:**

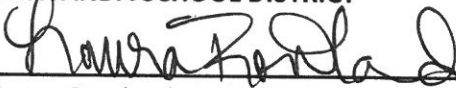
1. Notwithstanding the provisions of Article IX, and for the 2022-2023 school year only, Special Education teachers will be provided with clerical assistance at the teacher's individual school site as follows:
  - a. Each school site will have a weekly allocated amount of time for clerical assistance for Special Education teachers not to exceed 5 hours per week at elementary school sites, and not to exceed 10 hours per week at middle school sites and Falcon Ridge Elementary School or the designated school site for the elementary moderate/severe program.
  - b. The time periods allotted are per school site, and not per Special Education teacher.

- c. The District's Special Education Department will provide training for all personnel providing clerical assistance to Special Education teachers, to include an understanding of the IEP process, the online IEP management system (SEIS), and Outlook Calendaring.
- d. Each school site Principal will ensure that the individual fulfilling the clerical support duties on behalf of a Special Education teacher has access to a computer, printer, and telephone.
- e. Each school site Principal will meet with the SPED clerical assistant and school site case managers to establish calendar and scheduling guidelines.
- f. This clerical support is to be used, at the discretion of the Principal, to assist the site Special Education teachers with the clerical duties associated with scheduling and preparing for IEP team meetings, and finalizing paperwork following completion of IEP team meetings. The accurate and appropriate completion of duties continues to be the responsibility of the site-based IEP team members.

This MOU is for the 2022-2023 school year only and expires by its own terms on June 30, 2023. The parties agree that this MOU is non-precedential and applies only to the terms specifically agreed to and described. Nothing in this MOU waives, modifies, or amends any provision of the CBA except as provided herein.

Dated March 28 2022

**ETIWANDA SCHOOL DISTRICT**

  
\_\_\_\_\_  
Laura Rowland, Assistant Superintendent of Personnel

Dated March 28 2022

**ETIWANDA TEACHERS ASSOCIATION**

  
\_\_\_\_\_  
Michelle Carney, President



**Shawn Judson, Ed.D.**  
Superintendent  
**Charlayne Sprague**  
Deputy Superintendent  
**Douglas M. Clafin**  
Assistant Superintendent of Business Services  
**Laura Rowland**  
Assistant Superintendent of Personnel Services



**Board of Trustees**  
Brynna Cadman  
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**MEMORANDUM OF UNDERSTANDING BETWEEN  
ETIWANDA SCHOOL DISTRICT AND  
ETIWANDA TEACHERS ASSOCIATION  
REGARDING  
ETIWANDA ALTERNATIVE STUDIES EDUCATION (EASE) PROGRAM**

March 14, 2022

On or about March 9, 2022, the Etiwanda School District (“District”) and the Etiwanda Teacher Association (“Association”) (collectively referred to herein as “Parties”) enter into this Memorandum of Understanding (“MOU”) regarding independent study programs in the Etiwanda Alternative Studies Education (EASE) program, in place for the 2022-2023 school year.

**RECITALS**

The Parties recognize that the District is not required to offer Independent Study programming to students for the 2022-2023 school year, as defined in Education Code sections 51745 et seq. (hereinafter, “long-term independent study”). However, in the event the District does, such programming must meet all requirements of law.

To meet the needs of the District’s students, the Parties agree that long-term independent study, in compliance with legal requirements, will be offered within the District during the 2022-2023 school year, and in compliance with the terms outlined below. Within the District, long-term independent study is independent study programming that is offered in an amount equal to, or in excess of, 15 cumulative school days per school year.

Unless otherwise noted below, the provisions of this MOU shall supersede any provisions of the Collective Bargaining Agreement (“CBA”) between the Parties that are in conflict for the duration of this MOU, or until modified by mutual written agreement between the District and the Association.

**AGREEMENT**

To provide for long-term independent study in the District, the Parties agree as follows:

1. **Independent Study Program Structure:** Long-term independent study will be available to all families as an alternative to in-person instruction. For the 2022-23 school year, independent study will consist of asynchronous independent assignments, daily synchronous instruction, daily live interaction, and tiered re-engagement (Tier II), as required by law and a student’s individual independent study written agreement. Programming *may* be offered in-person (traditional) or virtual. Teachers in the EASE Independent Study program are assigned to either the traditional independent study program or the virtual academy independent study program.

2. Class Size: The EASE long-term independent study program class size comparative average will not exceed the District's 2022-23 class size comparative average for traditional in-person classrooms within the same grade-level spans and areas. When there are 15 or more TK/K students in an independent study class, classroom support will be provided via a substitute teacher, instructional aide, or tutor to assist with live synchronous instruction for a maximum of 90 minutes daily. This individual may not be the sole provider of live synchronous instruction to a student.
  
3. Work Location: EASE program teachers will work their contracted work day from a specifically assigned school site Monday - Friday, except holidays. EASE program teachers will be notified of their assigned school site on or before August 1, 2022.
  
4. Work Hours and Schedule: For the 2022-23 school year, EASE teachers provide daily synchronous instruction, and Tier II intervention, as required by law and a student's individual independent study written agreement. Students and families in the traditional independent study program attend individual progress meetings with their teacher every other week. Teachers are expected to be available and working during their contracted work day.
  
5. Professional Learning, Staff Meetings, and Non-student Days: EASE teachers will fulfill their instructional professional duties as described in the collective bargaining agreement.
  
6. Priority to Return: Permanent unit members involuntarily transferred to the EASE program will be given priority to return to their original school site with consideration given to returning teachers to their original upper or lower grade level span assignment for the 2023-2024 school year. The agreement for this item will expire on the first contract day of the 2023-2024 school year.
  
7. Independent Study Program Models: Two models will be available to families. These include: Independent Student using K12.com, and Etiwanda Virtual Academy.
  - Independent Study using K12.com – weekly independent study assignments based on K12.com online curriculum to included 30 minutes of instructional session during the week to support student learning and progress. Tier II intervention in reading (grades Tk-3) and math (grades 4-8) is included in the program.
  - Etiwanda Virtual Academy - a virtual classroom using Google Classroom platform and District adopted materials. Virtual instruction begins at 8:00 a.m. and concludes at 12:15 p.m. Teachers will provide daily Tier II intervention to students with identified needs after lunch.

Expected schedules for teachers in each program are outlined as follows:

#### **Schedule for Independent Study Teacher using K12.com**

##### Primary K-3 Independent Study Virtual Instruction

Daily 30-minute virtual K12 Reading instruction per grade level, up to three grade levels.  
Two days per week 30-minute virtual Tier II Intervention for selected students.

##### Upper Elementary 4-5 Independent Study Virtual Instruction

Two 30-minute weekly virtual instruction in K12 Math per grade level, up to three grade levels.  
Two 30-minute weekly virtual instruction in K12 ELA per grade level, up to three grade levels.  
Three days per week 30-minute virtual Tier II Intervention for selected students.

##### Intermediate 6-8 Independent Study Virtual Instruction

Two 30-minute weekly virtual instruction in K12 Math per grade level, up to three grade levels.

Two 30-minute weekly virtual instruction in K12 ELA per grade level, up to three grade levels.  
Three days per week 30-minute synchronous Tier II Intervention for selected students.

If two teachers are assigned to grades 6-8 based on enrollment, teachers may choose to teach a subject for each grade level or combine classes. For example, one teacher teaches 6, 7, and 8 ELA and the other teacher teaches 6, 7, and 8 Math.

#### K-8 Weekly Student Engagement Activity

Weekly one-hour in-person student engagement activity (for example PE, art, STEM, music, or teambuilding activity). If health and safety guidelines do not allow in-person, the activity will be virtual and may be modified in length. Teachers are responsible for planning and facilitating activities on a rotating basis to be determined by the independent study administrators with input from teachers.

#### K-8 Progress Meetings

Independent Study teachers will meet with students and families every other week. The 30-minute individual progress meetings with families monitor student progress on independent study, provide individualized tutoring, and data chats with suggested resources for remediation or enrichment based on recent diagnostic assessments.

### **Schedule for Etiwanda Virtual Academy Teacher using District-Adopted materials:**

#### TK-K

Daily Class Meeting

Daily 30 minutes of virtual instruction in Language Arts

Daily 30 minutes of integrated independent study in Language Arts - no virtual interaction

Daily 30 minutes of virtual instruction in Math

Daily 30 minutes of integrated independent study in Math - no virtual interaction

Daily 30 minutes of alternating science/social studies (MWF Science and TTh Social Studies)

Daily 30 minutes of Tier II virtual intervention for select students in Reading

#### 1-3

Daily Class Meeting

Daily 75 minutes of virtual instruction in Language Arts

Daily 60 minutes of virtual instruction in Math

Daily 45 minutes of virtual instruction in Science

Daily 30 minutes of virtual instruction in Social Studies

Daily 30 minutes of Tier II intervention for select students

#### 4-8

Daily Class Meeting

Daily 75 minutes of virtual instruction in Math

Daily 60 minutes of virtual instruction in Language Arts

Daily 45 minutes of virtual instruction in Science

Daily 30 minutes of virtual instruction in Social Studies

Daily 30 minutes of Tier II intervention for select students

Teachers may use the instructional blocks for science and social studies flexibly.

Any virtual academy class combination will be provided an instructional aide or tutor to assist with whole group synchronous instruction for Language Arts and Math. Virtual academy classes will have no more


than two grade levels. Every effort will be made to avoid creating combination classes in the virtual academy.

8. Term of Agreement: This agreement will go into effect on August 1, 2022 and expire June 30, 2023, with the exception of item 6, which will expire as noted. This MOU shall not be precedent setting nor form any basis for a past practice. The Parties agree that this MOU is non-precedential and applies only to the terms specifically agreed to and described. Nothing in this MOU waives, modifies, or amends any provision of the CBA except as provided herein. The Parties affirm the obligation to comply with all provisions of the CBA not in conflict with this MOU. Further, the Parties affirm that all provisions of the Educational Employment Relations Act (“EERA”) and California Government Code 3540 et seq. apply and remain in effect. To these ends, for the duration of this MOU, the Parties agree to the following:

9. Ratification: This agreement shall be subject to ratification by the Association and the Etiwanda Board of Trustees.

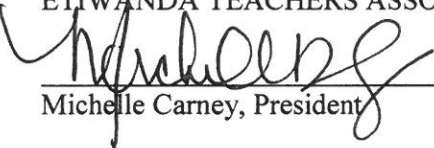
10. Changes: If new legislation for the 2022-23 school year changes the parameters and requirements for independent study program minutes, instructional requirements and class sizes this MOU will be revisited.

ETIWANDA SCHOOL DISTRICT

  
\_\_\_\_\_  
Laura Rowland, Assistant Superintendent of Personnel

3/28/22  
Date

ETIWANDA TEACHERS ASSOCIATION

  
\_\_\_\_\_  
Michelle Carney, President

3/28/22  
Date

**Shawn Judson, Ed.D.**  
Superintendent  
**Charlayne Sprague**  
Deputy Superintendent  
**Douglas M. Clafin**  
Assistant Superintendent of Business Services  
**Laura Rowland**  
Assistant Superintendent of Personnel Services



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**March 14, 2022**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE ETIWANDA SCHOOL DISTRICT  
AND THE ETIWANDA TEACHERS ASSOCIATION**

**Regarding a Signing and Retention Bonus for Hard-to-Fill Position**

WHEREAS, the Etiwanda School District (District) and the Etiwanda Teachers Association (ETA) are parties to a Collective Bargaining Agreement (CBA), effective from July 1, 2019 through June 30, 2022; and

WHEREAS, the District and ETA recognize that, due to current labor market conditions, it is difficult for the District to recruit, hire, and retain employees in certain positions within the bargaining unit.

NOW THEREFORE, THE PARTIES AGREE:

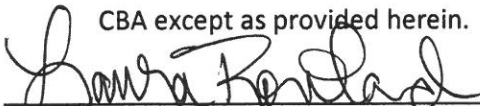
Retention of Current Employees

1. In light of COVID-19 and other staffing difficulties, the parties agree that the following position(s) have been designated as "hard-to-retain": Education Specialist – Mild/Moderate and Education Specialist – Moderate/Severe.
2. The parties agree that District employees who were hired prior to the effective date of this MOU are "existing eligible current employees" and will receive the "retention bonus" described in paragraph three.
3. As a "retention bonus," the District shall pay a bonus of \$3,000 to each existing eligible current employee serving in a position identified in paragraph one for the 2022-2023, 2023-2024, and 2024-2025 school year. The retention bonus will be paid tenthsly 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.
4. If the existing eligible current employee separates from employment for any reason, voluntarily or involuntarily, before completing the school year, the employee will not receive the remaining portion of the retention bonus. For purposes of this paragraph, an employee placed on a reemployment list after exhausting available leave is deemed to have separated from employment.
5. The bonus shall be paid as wages and reported on the Form W-2 as part of annual compensation. The District makes no representation whether the bonus may be considered creditable compensation by the California State Teachers Retirement System or California Public Employment Retirement System.


- To be eligible for this retention bonus, the existing eligible current employee must have been employed with the District no later than April 1, 2022.

Recruitment, Hire, and Retain New Employees

- The current hard-to-fill positions are: Education Specialists – Mild/Moderate and Education Specialist – Moderate/Severe.
- The District shall pay a signing bonus of \$3,000 to each employee initially hired for the 2022-2023, 2023-2024 or the 2024-2025 school year to serve in a position identified in paragraph 7 (“new eligible employee”).
- New eligible employees will receive a signing bonus for the first year of employment and a retention bonus for each year of employment in a position identified in paragraph 7 for the duration of this MOU. The signing bonus will 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.
- If the new eligible employee separates from employment for any reason, voluntarily or involuntarily, before completing the first year of service, the employee will not receive any remaining portion of the signing bonus. For purposes of this paragraph, a new eligible employee placed on a reemployment list after exhausting available leave is deemed to have separated from employment.
- The bonus shall be paid as wages and reported on the Form W-2 as part of annual compensation. The District makes no representation whether the bonus may be considered creditable compensation by the California State Teachers Retirement System or California Public Employment Retirement System.
- Certificated staff receiving signing bonuses and who are re-elected, shall not be eligible to transfer out of the job classification without District approval for three years.
- To be eligible for the signing bonus, the new eligible employee must not have been employed by the District within the five years preceding the current date of hire.
- The unit member cannot receive a signing and retention bonus in any given year.
- Depending on possible future changes in labor market conditions, the District may eliminate any of the job classifications identified in this MOU from signing bonus eligibility or add new job classifications identified as hard-to-fill, upon thirty (30) days advance notice to the Association.
- Unless otherwise stated, this MOU takes effect at the start of the 2022-2023 school year and expires by its own terms at the end of the 2024-2025 school year.
- The parties agree this MOU is non-precedential and applies only to the terms specifically agreed to and described within. Nothing in this MOU waives, modifies, or amends any provisions of the CBA except as provided herein.

  
\_\_\_\_\_  
Laura Rowland  
Etiwanda School District

3/28/22  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Michelle Carney  
Etiwanda Teachers Association

3/28/22  
\_\_\_\_\_  
Date

**SUMMARY OF PROPOSED AGREEMENT**

BETWEEN THE  SCHOOL DISTRICT  
 WITH THE  BARGAINING UNIT (BU)

To be acted upon by the Governing Board at its meeting on : (enter Date)   
 Budget Revisions to be INPUT no later than 45 days after approval: (will calc + 45 days)   
 Estimated Agreement Payment Date (enter Date)

**GENERAL**

**Section 1: STATUS OF BARGAINING UNIT AGREEMENTS**

*This document is REQUIRED whenever a NEW or AMENDED agreement is ratified.*

If this Public Disclosure is not applicable to all of the District's bargaining units, indicate the current status (whether settled or pending settlement) of the remaining units:

(Separate disclosures should be made for each bargaining unit agreement)

	# FTE Represented
Certificated: <input type="text" value="Etiwanda Teachers Association"/>	<input type="text" value="760.5"/>
Classified: <input type="text" value="NA"/>	<input type="text" value="515.0"/>

**Section 2: PERIOD OF AGREEMENT**

The proposed agreement covers the period beginning on: (enter Begin Date)   
 and ending on: (enter End Date)

If this agreement is part of a multi-year contract, indicate ALL fiscal years covered:

Fiscal Years:			
Reopeners: Yes or NO ?	<input type="text"/>	<input type="text"/>	<input type="text"/>
if Yes, what Areas?	<input type="text"/>		

**COMPENSATION PROVISIONS**

**Section 3: SALARIES: PERCENTAGE CHANGE IN SALARIES IN PROPOSED AGREEMENT:**

The proposed agreement includes the following costs for salaries for the above-mentioned Bargaining unit:

Current Year Salary Cost Before Settlement (Based on Year to Date (YTD) Actuals Projected through 6/30):	\$ <input type="text" value="72,257,177.80"/>
Current Year Salary Cost After Settlement (Include any retroactive pay increases or (decreases) or one time bonuses/stipends or (reductions), as applicable):	\$ <input type="text" value="75,400,365.03"/>
Total Cost Increase or (Decrease):	<input type="text" value="\$3,143,187.23"/>
Percentage Increase or (Decrease):	<input type="text" value="4.35%"/>

**SALARY CHANGE FOR AN AVERAGE, REPRESENTED EMPLOYEE FROM PRIOR YEAR**

(Includes annual step/column movement on schedule):

<u>Salary Increase or (Decrease)</u> % increase or (decrease) to existing schedule	<input type="text" value="4.35%"/>	per employee
% increase or (decrease) for one-time bonus/stipend or (salary reduction)	<input type="text" value="0.00%"/>	per employee
<u>Step &amp; column</u> average % annual change over the prior year schedule	<input type="text" value="1.50%"/>	per employee
<b>TOTAL PERCENTAGE CHANGE FOR AVERAGE REPRESENTED EMPLOYEE</b>	<input type="text" value="5.85%"/>	per employee

Indicate Change in # of Work Days, Furlough or Additional, Related to % Change	<input type="text" value="0"/>
Indicate Total # of Work Days to be provided for fiscal year:	<input type="text" value="185"/>
Indicate Total # of Instructional Days to be provided for fiscal year:	<input type="text" value="180"/>

**SUMMARY OF PROPOSED AGREEMENT**

BETWEEN THE

Etiwanda

SCHOOL DISTRICT

**Section 4: BENEFITS: PERCENTAGE CHANGE IN EMPLOYEE BENEFITS IN PROPOSED AGREEMENT:**

The proposed agreement includes the following costs for employee statutory and health/welfare benefits:

Statutory Benefits: *(object 3XXX less 34XX)*

(STRS, PERS, Workers Compensation, Unemployment Insurance, Social Security, Medicare)

Total Statutory Benefit Costs:

Current Costs:	\$ 14,444,209.00
Proposed Costs:	\$ 15,072,532.09
Total Cost Increase or (decrease):	<b>\$628,323.09</b>
Percentage Change:	<b>4.35%</b>

District Health and Welfare Plans - *Object 34XX* (Medical, Dental, Vision, Life Insurance, Other)

Total Health and Welfare Costs:

Current Costs:	\$ 9,162,817.00
Proposed Costs:	\$ 9,162,817.00
Total Cost Increase or (decrease):	<b>\$0.00</b>
Percentage Change:	<b>0.00%</b>

**Indicate if Health/Welfare Benefits are Capped: (Include details such as different caps per health plans or any super composite rates. Also, indicate if cap includes health benefits only or also other insurances.)**

Health and Welfare Cap change is for 2022-23. No change to current year.

Current Cap:	\$ 16,450.00	
Proposed Cap:	\$ 16,910.00	
Average Capped Amount increase or (decrease) per employee	<b>\$460.00</b>	<b>2.80%</b>

**TOTAL COST OR (SAVINGS) OF COMPENSATION CHANGES  
(REGARDLESS OF WHETHER PREVIOUSLY BUDGETED IN WHOLE OR IN PART)**

**Section 5: TOTAL COST INCREASE OR (SAVINGS) FOR SALARIES AND BENEFITS IN THE PROPOSED AGREEMENT:**

Current Year Combined Cost Before Settlement: *(data pulls from above)*

(Based on YTD Actuals Projected through 6/30 and current agreement)

Salaries	\$ 72,257,177.80
Benefits	\$ 23,607,026.00
Total:	\$ 95,864,203.80

Current Year Cost After Settlement: *(data pulls from above)*

*(Include any retroactive pay increases or (decreases) or one-time bonuses/stipends or (reductions)):*

Salaries	\$ 75,400,365.03
Benefits	\$ 24,235,349.09
Total:	\$ 99,635,714.13

<b>TOTAL COST INCREASE OR (DECREASE)</b>	<b>\$3,771,510.33</b>
<i>(This amount should tie to the multiyear projection sections for 1XXX-3XXX)</i>	
<b>PERCENTAGE CHANGE</b>	<b>3.93%</b>
<b>1% CHANGE IN SALARY AND STATUTORY BENEFIT COSTS (prior to any settlements):</b>	<b>\$ 867,013.87</b>



**SUMMARY OF PROPOSED AGREEMENT**

BETWEEN THE

Etiwanda

SCHOOL DISTRICT

**OTHER PROVISIONS (COMPENSATION AND NON-COMPENSATION)**

**Section 6:** The following are additional compensation and non-compensation provisions contained in the proposed agreement: (Indicate, **IN DETAIL**, the terms of the agreement covered in each section)

**A. OTHER COMPENSATION: Off-Schedule Stipends/Bonuses, Reductions, etc. (amounts, staff affected, total cost and/or savings).**

NA

**B. NON-COMPENSATION: Class Size Changes (indicate before and after class sizes/grades affected; and, if applied for CDE waiver (attach copy)), Staff Development Days, Teacher Prep Time, etc..**

NA

**C. REOPENERS, CONTINGENCY AND/OR RESTORATION LANGUAGE: Describe specific areas identified for Reopeners, Contingency, and/or Restoration (include triggers and timing). Provide copy of Board Action to BAS upon approval.**

NA

**Section 7: State Minimum Reserve Standard Calculation:**

Total Expenditures and Other Uses: *(pulls from MYP Sec. 9)*  
 Minimum State Reserve Percentage **(input %)**  
 Minimum State Reserve Requirement: *(Formula includes Total Exp/Uses x Minimum Reserve %)*

\$	197,870,978.00
	3%
\$	5,936,129.34

**FISCAL IMPACT IN CURRENT AND TWO SUBSEQUENT FISCAL YEARS**

**Section 8:** Date of governing board approval of budget revisions in Section 9, Col.2 (below) in accordance with E.C. 42142 and Government Code 3547.5. (Pulls from above Governing Board Date plus 45 days)

5/15/2022

Provide proof that board-approved budget revisions have been input within 45 days. Date budget revisions input/BT #'s:

BT #'s: NA

If the board-approved revisions input are different from the proposed budget adjustments in Col. 2 provide a detailed explanation of differences.

**SUMMARY OF PROPOSED AGREEMENT**

BETWEEN THE

Etiwanda

SCHOOL DISTRICT

**Section 9: IMPACT OF PROPOSED AGREEMENT ON THE GENERAL FUND BUDGET IN CURRENT AND TWO SUBSEQUENT FISCAL YEARS.** (Reflect both Unrestricted and Restricted General Fund Budget Amounts)  
*In-Lieu of this form, an updated Form MYP can be supplied which includes the results of the settlement over the most recent Form MYP filed with this office.*

	Current Fiscal Year			2021 - 2022
	(Col. 1)	(Col. 2)	(Col. 3)	(Col. 4)
<i>Please NOTE: The title reflected in Col. 1 can be modified if the agreement is being approved along with the Adopted Budget Process. In this case, Col. 4 should reflect the Adopted Budget including the salary agreement and Col. 1 would reflect the Adopted Budget less Col. 2, the actual cost of the agreement.</i>	<b>Latest Board-Approved Budget Before Settlement - As of 1/31/2022</b>	<b>Adjustments as a Direct Result of this Proposed Settlement</b>	<b>Other Revisions (Including Other Proposed BU Agreements) Required to support cost of agreement (i.e. "me-too")</b>	<b>Projected District Budget After Settlement of Agreement (Cols. 1 + 2 + 3)</b>
<b>OPERATING REVENUES: LCFF ADA</b>	<b>ADA= 13652.16 PYG</b>	<b>CERT FTE: 760.5</b>	<b>CLASS FTE: 515</b>	<b>ADA= 13652.16 PYG</b>
LCFF Sources (8010-8099)	127,540,670.00	0.00	0.00	127,540,670.00
Remaining Revenues (8100-8799)	57,582,573.00	0.00	0.00	57,582,573.00
<b>TOTAL</b>	<b>185,123,243.00</b>	<b>0.00</b>	<b>0.00</b>	<b>185,123,243.00</b>
<b>OPERATING EXPENDITURES</b>				
1000 Certificated Salaries	79,188,380.00	2,116,506.00	0.00	81,304,886.00
2000 Classified Salaries	27,784,002.00	0.00	0.00	27,784,002.00
3000 Benefits	43,827,332.00	423,089.55	0.00	44,250,421.55
4000 Instructional Supplies	15,726,789.00	0.00	0.00	15,726,789.00
5000 Contracted Services	21,527,894.00	0.00	0.00	21,527,894.00
6000 Capital Outlay	3,242,324.00	0.00	0.00	3,242,324.00
7000 Other	302,253.00	0.00	0.00	302,253.00
<b>TOTAL</b>	<b>191,598,974.00</b>	<b>2,539,596.00</b>	<b>0.00</b>	<b>194,138,570.00</b>
<b>OPERATING SURPLUS (DEFICIT)</b>	<b>(6,475,731.00)</b>	<b>(2,539,596.00)</b>	<b>0.00</b>	<b>(9,015,327.00)</b>
Other Sources and Transfers In	2,672,300.00	0.00	0.00	2,672,300.00
Other Uses and Transfers Out	3,732,408.00	0.00	0.00	3,732,408.00
<b>CURRENT YEAR INCREASE/ (DECREASE) TO FUND BALANCE</b>	<b>(7,535,839.00)</b>	<b>(2,539,596.00)</b>	<b>0.00</b>	<b>(10,075,435.00)</b>
<b>BEGINNING FUND BALANCE 9791-92</b>	<b>44,788,777.00</b>			<b>44,788,777.00</b>
Prior-Year Adjustments 9793-95	0.00		0.00	0.00
<b>NET BEGINNING BALANCE</b>	<b>44,788,777.00</b>		<b>0.00</b>	<b>44,788,777.00</b>
<b>ENDING FUND BALANCE (EFB)</b>	<b>37,252,938.00</b>	<b>(2,539,596.00)</b>	<b>0.00</b>	<b>34,713,342.00</b>
<b>COMPONENTS OF ABOVE EFB:</b>				
Nonspendable (9711-9719)	97,483.00	0.00	0.00	97,483.00
Restricted (9740)	10,610,168.00	0.00	0.00	10,610,168.00
Committed (9750/9760)	0.00	0.00	0.00	0.00
Assigned (9780)	7,591,463.00	0.00	0.00	7,591,463.00
Reserve Economic Uncertainties (9789)	5,859,941.46	76,187.88	0.00	5,936,129.34
Unassigned/Unappropriated (9790)	13,093,882.54	<b>(2,615,783.88)</b>	0.00	10,478,098.66
<b>State Minimum Reserves %</b>	<b>14.84%</b>	<b>Meets</b>		<b>13.37%</b>
<i>Are budgets in balance?</i>	<i>In Balance</i>	<b>OK</b>		<i>In Balance</i>
<i>Did you adjust reserves? s/b \$0</i>	<b>\$0.00</b>			<b>\$0.00</b>
<b>FUND 17 RESERVES (9789) or N/A</b>	<b>\$ 10,037,335.45</b>			<b>\$ 10,037,335.45</b>

If the total amount of the adjustment in Column 2 does not agree with the amount of the total cost shown in Section 5, Total Costs, please explain below. Also, list any other assumptions used or included in Column 3:

Column 2 increases are less than the total cost of proposed increase due to salary savings from vacant positions.  
 No changes in Column 3 because current budget covers the increase due to vacant positions.

**SUMMARY OF PROPOSED AGREEMENT**

BETWEEN THE

Etiwanda

SCHOOL DISTRICT

**First Subsequent Year 2022 - 2023**

	(Col. 1)	(Col. 2)	(Col. 3)	(Col. 4)
	Latest Board- Approved Budget Before Settlement - As of 1/31/2022	Adjustments as a Direct Result of this Proposed Settlement	Other Revisions (Including Other Proposed BU Agreements) Required to support cost of agreement (i.e. "me-too")	Projected District Budget After Settlement of Agreement (Cols. 1 + 2 + 3)
<b>OPERATING REVENUES: LCFF ADA</b>	<b>ADA= 13320.55</b>	<b>CERT FTE: 735.5</b>	<b>CLASS FTE:515</b>	<b>ADA= 13320.55</b>
LCFF Sources (8010-8099)	132,441,916.00	0.00	0.00	132,441,916.00
Remaining Revenues (8100-8799)	36,165,318.00	0.00	0.00	36,165,318.00
<b>TOTAL</b>	<b>168,607,234.00</b>	<b>0.00</b>	<b>0.00</b>	<b>168,607,234.00</b>
<b>OPERATING EXPENDITURES</b>				
1000 Certificated Salaries	78,811,197.00	2,042,940.97	0.00	80,854,137.97
2000 Classified Salaries	25,225,602.00		877,850.95	26,103,452.95
3000 Benefits	46,064,697.00	556,994.03	344,969.38	46,966,660.41
4000 Instructional Supplies	4,561,125.00	0.00	0.00	4,561,125.00
5000 Contracted Services	15,006,533.00	0.00	0.00	15,006,533.00
6000 Capital Outlay	3,297,442.00	0.00	0.00	3,297,442.00
7000 Other	(193,615.00)	0.00	0.00	(193,615.00)
<b>TOTAL</b>	<b>172,772,981.00</b>	<b>2,599,935.00</b>	<b>1,222,820.00</b>	<b>176,595,736.00</b>
<b>OPERATING SURPLUS/(DEFICIT)</b>	<b>(4,165,747.00)</b>	<b>(2,599,935.00)</b>	<b>(1,222,820.00)</b>	<b>(7,988,502.00)</b>
Other Sources and Transfers In	2,672,300.00	0.00	0.00	2,672,300.00
Other Uses and Transfers Out	2,732,408.00	0.00	0.00	2,732,408.00
<b>CURRENT YEAR INCREASE/ (DECREASE) TO FUND BALANCE</b>	<b>(4,225,855.00)</b>	<b>(2,599,935.00)</b>	<b>(1,222,820.00)</b>	<b>(8,048,610.00)</b>
<b>BEGINNING FUND BALANCE (9791) (Pulls from prior year EFB)</b>	34,713,342.00			34,713,342.00
Prior-Year Adjustments (9792-9795)				0.00
<b>NET BEGINNING BALANCE</b>	<b>34,713,342.00</b>			<b>34,713,342.00</b>
<b>ENDING FUND BALANCE (EFB)</b>	<b>30,487,487.00</b>	<b>(2,599,935.00)</b>	<b>(1,222,820.00)</b>	<b>26,664,732.00</b>
<b>COMPONENTS OF EFB (above):</b>				
Nonspendable (9711-9719)	75,000.00	0.00	0.00	75,000.00
Restricted (9740)	5,806,954.00	0.00	0.00	5,806,954.00
Committed (9750/9760)	19,700,000.00	(6,750,000.00)	0.00	12,950,000.00
Assigned (9780)	0.00	0.00	0.00	0.00
Reserve Economic Uncertainties (9789)	5,265,161.67	77,998.05	36,684.60	5,379,844.32
Unassigned/Unappropriated (9790)	(359,628.67)	4,072,066.95	(1,259,504.60)	2,452,933.68
<b>State Minimum Reserves %</b>	<b>8.53%</b>		<b>Meets</b>	<b>9.98%</b>
<i>Are budgets in balance?</i>	<i>In Balance</i>		<b>OK</b>	<i>In Balance</i>
<i>Did you adjust reserves? s/b \$0</i>				\$ -
<b>FUND 17 RESERVES (9789) or N/A</b>	<b>\$ 10,067,335.00</b>			<b>\$ 10,067,335.00</b>

**Assumptions used for LCFF Gap%, Unduplicated %, Other Revenue COLAs, Add/Reduced staffing, etc., explain below:**

UPP 49.4%, COLA 5.33, Reduced FTE by 24, Reduced benefits by 2 FTE (22 are retirees), 4.35% on Contract Salaries only, Increase in H&W 80% Certificate and 20% Classified; Additional increases for other salary increases in Article XVII by \$261,250 per year.

**SUMMARY OF PROPOSED AGREEMENT**

BETWEEN THE

Etiwanda

SCHOOL DISTRICT

<b>Second Subsequent Year 2023 - 2024</b>			
(Col. 1)	(Col. 2)	(Col. 3)	(Col. 4)
Latest Board-Approved Budget Before Settlement - As of 1/31/2022	Adjustments as a Direct Result of this Proposed Settlement	Other Revisions (Including Other Proposed BU Agreements) Required to support cost of agreement (i.e. "me-too")	Projected District Budget After Settlement of Agreement (Cols. 1 + 2 + 3)
<b>ADA= 13065.63</b>	<b>CERT FTE: 734.5</b>	<b>CLASS FTE: 515</b>	<b>ADA= 13065.63</b>
LCFF Sources (8010-8099) 135,978,981.00	0.00	0.00	135,978,981.00
Remaining Revenues (8100-8799) 36,106,254.00	0.00	0.00	36,106,254.00
<b>TOTAL 172,085,235.00</b>	<b>0.00</b>	<b>0.00</b>	<b>172,085,235.00</b>

**OPERATING REVENUES: LCFF ADA**

LCFF Sources (8010-8099)	135,978,981.00
Remaining Revenues (8100-8799)	36,106,254.00
<b>TOTAL</b>	<b>172,085,235.00</b>

**OPERATING EXPENDITURES**

1000 Certificated Salaries	77,620,300.00	1,793,763.24	0.00	79,414,063.24
2000 Classified Salaries	25,398,245.00		883,858.93	26,282,103.93
3000 Benefits	46,630,920.00	501,751.33	347,094.41	47,479,765.73
4000 Instructional Supplies	4,693,397.00	0.00	0.00	4,693,397.00
5000 Contracted Services	15,441,723.00	0.00	0.00	15,441,723.00
6000 Capital Outlay	3,393,068.00	0.00	0.00	3,393,068.00
7000 Other	(199,230.00)	0.00	0.00	(199,230.00)
<b>TOTAL</b>	<b>172,978,423.00</b>	<b>2,295,515.00</b>	<b>1,230,953.00</b>	<b>176,504,891.00</b>

**OPERATING SURPLUS/(DEFICIT)**

	(893,188.00)	(2,295,515.00)	(1,230,953.00)	(4,419,656.00)
Other Sources and Transfers In	2,672,300.00	0.00	0.00	2,672,300.00
Other Uses and Transfers Out	2,732,408.00	0.00	0.00	2,732,408.00
<b>CURRENT YEAR INCREASE/(DECREASE) TO FUND BALANCE</b>	<b>(953,296.00)</b>	<b>(2,295,515.00)</b>	<b>(1,230,953.00)</b>	<b>(4,479,764.00)</b>

**BEGINNING FUND BALANCE (9791)**

(Pulls from prior year EFB)	26,664,732.00			26,664,732.00
Prior-Year Adjustments (9792-9795)				0.00
<b>NET BEGINNING BALANCE</b>	<b>26,664,732.00</b>			<b>26,664,732.00</b>

**ENDING FUND BALANCE (EFB)**

	<b>25,711,436.00</b>	<b>(2,295,515.00)</b>	<b>(1,230,953.00)</b>	<b>22,184,968.00</b>
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**COMPONENTS OF EFB (above):**

*(use whole rounded numbers only)*

Nonspendable (9711-9719)	75,000.00			75,000.00
Restricted (9740)	4,259,402.00			4,259,402.00
Committed (9750/9760)	20,200,000.00	(9,950,000.00)		10,250,000.00
Assigned (9780)	0.00	0.00		0.00
Reserve Economic Uncertainties (9789)	5,271,324.93	68,865.45	36,928.59	5,377,118.97
Unassigned/Unappropriated (9790)	(4,094,290.93)	7,585,619.55	(1,267,881.59)	2,223,447.03
State Minimum Reserves %	6.40%		Meets	9.86%
Are budgets in balance?	In Balance		OK	In Balance
Did you adjust reserves? s/b \$0	\$0.00			\$0.00
<b>FUND 17 RESERVES (9789) or N/A</b>	<b>\$ 10,067,335.00</b>			<b>\$ 10,067,335.00</b>

**Assumptions used for LCFF Gap%, Unduplicated %, Other Revenue COLAs, Add/Reduced Staffing, etc., explain below:**

UPP 55.1%, COLA 3.61, Reduced FTE by 24 in 2022-23 carried through to this year; Reduced benefits by 2 FTE (22 are retirees) from 2022-23, 4.35% on Contract Salaries only, Increase in H&W 80% Certificate and 20% Classified; Additional increases for other salary increases in Article XVII by \$261,250 per year.

SUMMARY OF PROPOSED AGREEMENT

BETWEEN THE Etiwanda SCHOOL DISTRICT

**Section 10: MULTI-YEAR CONTRACT AGREEMENT PROVISIONS:** The proposed agreement contains the following COLAs and other compensation/non-compensation provisions for subsequent years as follows *(text pulls into disclosure)*: Send copy of final Agreement to BAS upon Board Approval

NA - Final year of the current contract.

**Section 11:** **FINANCIAL IMPACT OF PROPOSED AGREEMENT IN SUBSEQUENT FISCAL YEARS:** The following assumptions were used to determine that resources will be available to fund these obligations in future fiscal years. (Include any compensation/noncompensation provisions specified below.) *(text pulls into disclosure)*:

Current year assumptions - combination of existing budget and fund balance will fund the increases. Assumption for future years included COLA revenue increases, ADA changes, and staffing reductions due to decreased enrollment.

**Section 12: NARRATIVE OF AGREEMENT:** Provide a brief narrative of the proposed changes in compensation or health premiums, including percentage changes, effective dates, and comments and/or explanations. *(text pulls into disclosure)*:

Tentative Agreement for a salary increase of 4.35% retroactive to 07/01/2021; Commencing 5/27/2022 increase the hourly instruction rate from \$42.50 to \$60.00 per hour. Commencing 7/1/2022 increase Health and Welfare benefits by \$460; increase professional development rate from \$140 to \$160 per day; increase the intermediate stipend total amount from \$6,000 to \$7,000 per year per school; increase teacher on assignment / professional development stipend from \$6,000 to \$7,500 per year; increase grade level chair stipend from \$500 to \$750 per year; add an intermediate school general education inclusion stipend of \$500 per year.  
Memoranda of understanding extension for Etiwanda Alternative Studies Education (EASE) program - No associated cost increase.  
Memoranda of understanding extension for clerical support for special education teachers - No associated cost increase.  
Memoranda of understanding regarding signing and retention bonus for hard-to-fill position - Estimated cost of \$201,000 per year for 3 years.

**Section 13: SOURCE OF FUNDING FOR PROPOSED AGREEMENT:** Provide a brief narrative of the funds available in the current year to provide for the costs of this agreement. *(text pulls into disclosure)*:

Source of funding is from existing budget; future LCFF funding increases and reserve balances.

**SUMMARY OF PROPOSED AGREEMENT**

BETWEEN THE

Etiwanda

SCHOOL DISTRICT

**ADDITIONAL FISCAL INDICATORS- CRITERIA AND STANDARDS A.5**

This section is in response to the Criteria and Standards Additional Fiscal Indicators #A.5., which asks: "Has the district entered into a bargaining agreement where any of the budget or subsequent years of the agreement would result in salary increases that are expected to exceed the projected state cost of living adjustment."

**Section 14: COMPARISON OF PROPOSED AGREEMENT TO CHANGE IN DISTRICT LOCAL CONTROL FUNDING FORMULA (LCFF):**

(A)	Current-year (CY) LCFF Average Rate per ADA: (CY LCFF Entitlement per ADA, FCMAT LCFF Calculator, Calculator Tab, Row 79)	Estimated	\$9,358.00
(B)	Less Prior-Year (PY) LCFF BASC Calculator Rate per ADA: (PY LCFF Entitlement per ADA, FCMAT LCFF Calculator, Calculator Tab, Row 79)		\$8,844.00
(C)	= Amount of Current-Year Increase or (decrease): (A) minus (B)		<b>514.00</b>
(D)	= Percentage Increase or (decrease) in LCFF per ADA: (C) divided by (B)		<b>5.81%</b>
(E)	ADA Increase/(Decrease) from Prior Year as % Current year P-2 LCFF funded ADA (greater of PY guarantee or current year)		<b>(0.17%)</b>
	Prior Year P-2 LCFF funded ADA (greater of PY guarantee or current year)	13,629.13	13,652.16
(F)	Total LCFF % increase or (decrease) plus ADA % change		<b>5.64%</b>
(G)	Indicate Total Settlement Percentage Change from Section 5		<b>3.93%</b>

If proposed agreement % on Line G is greater than Line F, please provide explanation below:

**CERTIFICATION**

To be signed by the **District Superintendent AND Chief Business Official upon submission to the Governing Board** and by the **Board President upon formal Board action** on the proposed agreement.

**Districts with a Qualified or Negative Certification**: Per Government Code 3540.2, signatures of the District Superintendent and Chief Business Official must accompany the Summary Disclosure sent to the County Superintendent for review **10 days prior to the board meeting that will ratify the agreement**.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Collective Bargaining Agreement") in accordance with the requirements of AB 1200, AB 2756, GC 3547.5, and GC 3540.2.

**WE HEREBY CERTIFY THAT THE COSTS INCURRED BY THE SCHOOL DISTRICT UNDER THIS AGREEMENT CAN BE MET BY THE DISTRICT DURING THE TERM OF THE AGREEMENT.**

  
District Superintendent - signature

3/18/22  
Date

  
Chief Business Official - signature

3/18/22  
Date

After public disclosure of the major provisions contained in this Summary, the Governing Board, at its meeting on Thursday, March 31, 2022 took action to approve the proposed Agreement with the Etiwanda Teachers Association Bargaining Unit.

President, Governing Board - signature

Date

**FORM FOR PUBLIC DISCLOSURE  
OF PROPOSED COLLECTIVE BARGAINING AGREEMENT  
(AB1200 (Statutes of 1991, Chapter 1213) as revised by AB 2756  
(Statutes of 2004, Chapter 25), Government Code 3547.5 & 3540.2 )**

**Etiwanda**

**SCHOOL DISTRICT**

Government Code Section 3547.5: **Before** a public school employer enters into a written agreement with an exclusive representative covering matters within the scope of representation, the major provisions of the agreement, including, but not limited to, the costs that would be incurred by the public school employer under the agreement for the current and subsequent fiscal years, shall be disclosed at a public meeting of the public school employer.

Intent of Legislation: To ensure that members of the public are informed of the major provisions of a collective bargaining agreement before it becomes binding on the school district.

*(This information is pulled from the SUMMARY section of this file which should be completed FIRST)*

**MAJOR PROVISIONS OF PROPOSED AGREEMENT WITH THE**

**Etiwanda Teachers Association**

**BARGAINING UNIT**

To be acted upon by the Governing Board at its meeting on

**03/31/22**

**A. PERIOD OF AGREEMENT:**

The proposed bargaining agreement covers the period beginning and ending for the following fiscal years

**07/01/21**  
**06/30/22**

**B. TOTAL COST CHANGE TO IMPLEMENT PROPOSED AGREEMENT (SALARIES & BENEFITS)**

The total change in costs for salaries and employee benefits in the proposed agreement:

1.	Current Year Costs Before Agreement	<b>\$95,864,203.80</b>
2.	Current Year Costs After Agreement	<b>\$99,635,714.13</b>
3.	Total Cost Change	<b>\$3,771,510.33</b>
4.	Percentage Change	<b>3.93%</b>
5.	Value of a 1% Change	<b>\$867,013.87</b>

**C. PERCENTAGE SALARY CHANGE FOR AVERAGE, REPRESENTED EMPLOYEE**

The total percentage change in salary, including annual step and column movement on the salary schedule (as applicable), for the average, represented employee under this proposed agreement:

1.	Salary Schedule change (% Change To Existing Salary Schedule) (% change for one time bonus/stipend or salary reduction)	<b>4.4%</b>
2.	Step & Column (Average % Change Over Prior Year Salary Schedule)	<b>1.5%</b>
3.	TOTAL PERCENTAGE CHANGE FOR THE AVERAGE, REPRESENTED EMPLOYEE	<b>6%</b>
4.	Change in # of Work Days (+/-) Related to % Change	
5.	Total # of Work Days to be provided in Fiscal Year	<b>185</b>
6.	Total # of Instructional Days to be provided in Fiscal Year (applicable to Certificated BU agreements only)	<b>180</b>

**FORM FOR PUBLIC DISCLOSURE  
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(Statutes of 2004, Chapter 25), Government Code 3547.5 & 3540.2 )**

**Etiwanda**

**SCHOOL DISTRICT**

**D. PERCENTAGE BENEFITS CHANGE FOR BOTH STATUTORY AND DISTRICT-PROVIDED EMPLOYEE BENEFITS INCLUDED IN THIS PROPOSED AGREEMENT:**

1.	Cost of Benefits Before Agreement	<b>\$23,607,026.00</b>
2.	Cost of Benefits After Agreement	<b>\$24,235,349.09</b>
3.	Percentage Change in Total Costs	<b>2.66%</b>

**E. IMPACT OF PROPOSED AGREEMENT ON DISTRICT RESERVES**

State-Recommended Minimum Reserve Level (after implementation of Proposed Agreement)

1.	Based On Total Expenditures and Other Uses in the General Fund of:	<b>\$197,870,978.00</b>
2.	Percentage Reserve Level State Standard for District:	<b>3.0%</b>
3.	Amount of State Minimum Reserve Standard:	<b>\$5,936,129.34</b>

**SUFFICIENCY OF DISTRICT UNRESTRICTED RESERVES to meet the minimum recommended level AFTER IMPLEMENTATION OF PROPOSED AGREEMENT:**

**GENERAL FUND RESERVES (Fund 01 Unrestricted ONLY)**

4.	Reserve for Economic Uncertainties (Object 9789)	<b>\$5,936,129.34</b>
5.	Unassigned/Unappropriated (Object 9790)	<b>\$10,478,098.66</b>
6.	<b>Total Reserves: (Object 9789 + 9790)</b>	<b>\$16,414,228.00</b>

**SPECIAL RESERVE FUND (Fund 17, as applicable)**

7.	Reserve for Economic Uncertainties (Object 9789)	<b>\$10,037,335.45</b>
----	--	------------------------

**TOTAL DISTRICT RESERVES, applicable to State Minimum Reserve Standard:**

8.	General Fund & Special Reserve Fund:	<b>\$26,451,563.45</b>
9.	Percentage of General Fund Expenditures/Uses	<b>13.37%</b>
Difference between District Reserves and Minimum State Requirement		<b>\$20,515,434.11</b>



**FORM FOR PUBLIC DISCLOSURE  
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**Etiwanda**

**SCHOOL DISTRICT**

**F. MULTIYEAR CONTRACT AGREEMENT PROVISIONS**

NA - Final year of the current contract.

**G. FINANCIAL IMPACT OF PROPOSED AGREEMENT IN SUBSEQUENT FISCAL YEARS**

The following assumptions were used to determine that resources will be available to fund these obligations in future fiscal years (including any compensation and/or noncompensation provisions specified below that have been agreed upon if the proposed agreement is part of a multi-year contract):

Current year assumptions - combination of existing budget and fund balance will fund the increases. Assumption for future years included COLA revenue increases, ADA changes, and staffing reductions due to decreased enrollment.

**H. NARRATIVE OF AGREEMENT**

Tentative Agreement for a salary increase of 4.35% retroactive to 07/01/2021; Commencing 5/27/2022 increase the hourly instruction rate from \$42.50 to \$60.00 per hour. Commencing 7/1/2022 increase Health and Welfare benefits by \$460; increase professional development rate from \$140 to \$160 per day; increase the intermediate stipend total amount from \$6,000 to \$7,000 per year per school; increase teacher on assignment / professional development stipend from \$6,000 to \$7,500 per year; increase grade level chair stipend from \$500 to \$750 per year; add an intermediate school general education inclusion stipend of \$500 per year.

Memoranda of understanding extension for Etiwanda Alternative Studies Education (EASE) program - No associated cost increase.

Memoranda of understanding extension for clerical support for special education teachers - No associated cost increase.

Memoranda of understanding regarding signing and retention bonus for hard-to-fill position - Estimated cost of \$201,000 per year for 3 years.

**I. SOURCE OF FUNDING FOR PROPOSED AGREEMENT**

The following source(s) of funding have been identified to fund the proposed agreement

Source of funding is from existing budget; future LCFF funding increases and reserve balances.

FORM FOR PUBLIC DISCLOSURE  
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Etiwanda

SCHOOL DISTRICT

CERTIFICATION

To be signed by the District Superintendent AND Chief Business Official when submitted for Public Disclosure and by the Board President after formal action by the Governing Board on the proposed agreement.

Districts with a Qualified or Negative Certification: Per Government Code 3540.2, signatures of the District Superintendent and Chief Business Official must accompany the Summary Disclosure sent to the County Superintendent for review 10 days prior to the board meeting that will ratify the agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted for public disclosure in accordance with the requirements of AB 1200, AB 2756 and GC 3547.5.

We hereby certify that the costs incurred by the school district under this agreement can be met by the district during the term of the agreement.

  
District Superintendent - signature

3/18/22  
Date

  
Chief Business Official- signature

3/18/22  
Date

After public disclosure of the major provisions contained in this Summary, the Governing Board, at its meeting on 3/31/2022 took action to approve the proposed Agreement with the Etiwanda Teachers Association Bargaining Unit.

\_\_\_\_\_  
President, Governing Board  
(signature)

\_\_\_\_\_  
Date

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6061 East Avenue, Etiwanda, California 91739  
[www.etiwanda.k12.ca.us](http://www.etiwanda.k12.ca.us)  
 (909) 899-2451 FAX (909) 899-4741

**CERTIFICATED - DISTRICT, SCHOOL SITE & PROGRAM LEVEL**  
**2021-2022 including 4.35% increase retroactive to 7/1/2021**

POSITION	Total Compensation Days	STEP	ANNUAL
Assistant Superintendent of Personnel Services	246	1	\$ 185,621
		2	\$ 189,334
		3	\$ 193,121
Administrator of Special Education	246	1	\$ 174,063
		2	\$ 177,545
		3	\$ 181,095
Director of Personnel & Pupil Services Director of Instruction	246	1	\$ 156,884
		2	\$ 160,023
		3	\$ 163,224
		4	\$ 166,488
		5	\$ 169,818
Principal	210	1	\$ 136,479
		2	\$ 143,556
		3	\$ 146,428
Assistant Principal Instruction Dept. Education Coordinator Pre-School Coordinator Program Specialist - Instruction Program Specialist - Special Education Special Education Coordinator	205	1	\$ 120,154
		2	\$ 122,866
		3	\$ 125,334
		4	\$ 127,842
		5	\$ 130,399
Instruction Dept. Education Coordinator	220	1	\$ 128,945
		2	\$ 131,857
		3	\$ 134,505
		4	\$ 137,196
		5	\$ 139,940
Coordinator of Special Education Library Services Program Specialist	210	1	\$ 123,083
		2	\$ 125,863
		3	\$ 128,391
		4	\$ 130,960
		5	\$ 133,579
Health Services Coordinator Instruction Dept. Education Coordinator Child Care Program Coordinator	225	1	\$ 131,878
		2	\$ 134,854
		3	\$ 137,562
		4	\$ 140,314
		5	\$ 143,121
Clinical Counselor Clinical Counselor Intern Facilitator School Counselor School Counselor Intern Facilitator School Psychologist	200	1	\$ 108,459
		2	\$ 113,192
		3	\$ 117,501
Associate Clinical Counselor	185	1	\$ 61,390
		2	\$ 62,610
		3	\$ 63,863

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