

Tentative Agreement
PCOE/PUSD & PCTA
November 13, 2025

Section 1

1.05 At the conclusion of a multi-year contract, all sections of the contract will be open for negotiation in the subsequent contract.

Section 2

2.04 The District ~~Personnel~~ **Human Resources** Office will provide a current seniority list of members to the Association no later than ~~the end of the first quarter~~ **November 15th** of each school year.

Section 3

- 3.05 Protocol for insertion of new contract language:
- C. PUSD shall upload the Negotiated Certificated Agreement to the PUSD website no later than seven (7) working days after signatures are received. **A link to the current contract will be accessible directly from the PUSD official web page.**
 - D. PUSD shall provide a minimum of thirty (30) color paper copies of the Negotiated Certificated Agreement to PCTA no later than seven (7) working days after signatures are received.

Section 5

- 5.04 A. ~~Teacher~~ **Unit Member** Safety. ~~Teacher~~ **Unit member** shall immediately report cases of assault and/or battery in connection with their employment to their principal or other immediate superior who shall immediately report the incident to the superintendent and the Sheriff's Office.
- B. **Plumas Unified School District and Plumas County Office of Education employees shall treat parents and other members of the public with respect and expect the same in return. It is the intent of PUSD and PCOE to keep schools, administrative offices, and other school properties free from disruptions and prevent unauthorized persons from entering school district premises.**

~~Accordingly, this code of conduct~~ **The PCOE, PUSD and PCTA desire to promote mutual respect, civility, and orderly conduct among district employees, parents and the public, this policy does not intend to deprive without depriving any person of his/her right to freedom of expression. Rather, the district seeks to maintain, to the extent possible and reasonable, a safe, harassment-free workplace for students and staff. In the interest of presenting teachers and other employees as positive role models, the district encourages positive communication and discourages volatile, hostile, profane, or aggressive actions and language. PUSD and PCOE seek public cooperation and support of such civility on school premises. The district shall adopt and maintain policies for addressing disruptions on campus in accordance with state and federal law.**

Section 6

6.01

- A. The District will strive to maintain a 30:1 staffing ratio in grades 4-12.
- B. To meet requirements regarding class size and Grade Span Adjustments, PUSD will implement TK-3 class size caps of 26:1 in 2015/16 and 24:1 in 2016/17. The 24:1 ratio will be maintained in subsequent years. Economic factors including level of State support, liabilities, and revenue uncertainties will be considered in establishing staffing ratio. Unit members such as special education teachers, psychologists, and other support personnel will be excluded when computing the staffing ratio.

At any time, during the year if a TK class size enrollment exceeds twelve (12) (2022-2023), ten (10) in 2023-2024 and beyond, additional staffing will be provided to meet the 12:1 and 10:1 adult to student ratio requirements. At no time may a TK class exceed 24 students.

When a TK class exceeds 10, K-3 class size exceeds 24, or a 4-6 class exceeds 30
~~When a K-3 class size exceeds 24, the district and PCTA shall mutually agree to a solution that is in the best interest of both the students and teachers at the impacted site(s). Solutions could include hiring extra certificated personnel, or balancing classroom enrollment, that could reduce the ratio or to provide intervention programs needed to support the larger class sizes; both meeting the state's threshold of and K-3 24:1 ratios.~~ **Solutions could include hiring additional certificated staff to achieve ratios of 10:1 for TK, 24:1 or less for K-3, and 30 or less for 4-6, or hiring classified staff to support larger class sizes. If these state-recommended ratios can not be maintained, Teachers may receive the Oversize Class Stipend. If these state recommended ratios can not be maintained, teachers shall receive the Oversize Class Stipend. The T/K Class Size Over 10, K-3 Class Size Over 24, or 4-6 Class Size Over 30 Meeting Form (Appendix M) shall be used to document the resolution.**

~~The K-3 – Class Size Over 24 Meeting Form (Appendix M) shall be used to document the resolution. When a K-3 class size exceeds 24, the district and PCTA shall mutually~~

~~agree to a solution that is in the best interest of both the students and teachers at the impacted site(s). Solutions could include hiring extra certificated personnel that could reduce the ratio to or below 12:1 for TK and to or below 24:1 for K-3, or to provide intervention programs needed to support the larger class sizes; both meeting the state's threshold of TK 12 10:1 and K-3 24:1 ratios. If these state recommended ratios can not be maintained, Teachers may receive the Oversize Class Stipend. The T/K K-3 Class Size Over 24 Meeting Form (Appendix M) shall be used to document the resolution. The T/K TK Class Size Over 24 Meeting Form (Appendix M) shall be used to document the resolution. **This form will be edited to reflect current class ratios.~~

6.02

School Site Class Size Committees: A school site committee **including the principal or designee, the PCTA site representative, the teacher (s) affected, and another site based teacher** ~~of no less than three teachers and the principal or designee~~ shall be convened at any school site which exceeds the staffing ratio established in 6.01 or disparity between two same-grade or combination classes. **This meeting shall occur within five business days after the initial 10 day enrollment verification count or five days of the class size ratio being exceeded during the year.** The committee shall review staffing and class loads to ensure fairness and appropriate placement. The committee shall operate on a consensus basis to resolve problems dealing with class loads and assignments. At school sites with fewer than three teachers, all teachers shall serve on the committee. **If a resolution is not met within five business days, temporarily assign a substitute teacher(s) or certificated personnel to provide additional support in the affected classroom(s) until a permanent solution is found.** The committee shall consider the recommendations of other staff in making any decisions.

Section 7

7.01

- A. Para 2
The bell schedule for the ~~comprehensive high school site that services are rendered at the end of the day in each attendance area~~ will be the measure for determining the work day for Independent Study Staff, Continuation Staff, Itinerant Staff, and Home School Staff.

- E. The principal may, whenever possible, seek a teacher volunteer to provide noon duty supervision in exchange for time for time. **See definition of "time for time" in glossary.** ~~Time for time in this instance is defined as an authorization from the principal to leave school after student dismissal without staying the contractual 30 minutes.~~

7.02 The Board shall provide preparation periods for ~~unit members~~ **teachers** as follows:

- A. At the secondary level, an FTE shall receive 6/6th of a period and part-time employees shall receive a ratio according to their assignment. Each ~~unit member~~ **teacher** shall be entitled to 1/6th of a regular period for preparation for each period of assigned teaching or supervision.
- B. ~~In recognition of the time and effort that goes into preparation for individual class periods,~~ **At the secondary level,** the principal shall make every effort to equalize the **period** teaching load among ~~staff members~~ **teachers**.
- C. **At the primary level,** the principal shall make every effort to equalize the **class size** teaching load among ~~staff members~~ **teachers**.

7.06

D

- 2. ~~This training will replace two (2) "buyback" days effective 7/1/06. The compensation previously offered for this training is being placed on the salary schedule effective 7/1/06, therefore, there will be no additional compensation paid to unit members for this training.~~
- 4. The intention of the weekly Collaboration is to provide time and systematic structure for educators to work collectively towards continuous improvement for increasing teacher and student learning. All teachers shall attend.

School nurses, **School Psychologist and Speech and Language Pathologists** shall not be required to attend collaboration; this time shall be utilized for professional preparation, including but not limited to: state reports, IEP assessment documentation, Medi-Cal billing entries, medical record maintenance, etc.

Nurses, **School Psychologist and Speech and Language Pathologists** shall formulate a schedule to meet the needs of students and staff, with administrator approval. **The above unit members** required to work through a duty free lunch shall be granted either; with administrator notification:

- a. Equivalent comp time, to be taken at a reasonable time or accumulated and used in the given year.
- b. Extra duty compensation of \$50/hr compensated monthly

7.09

- A. At the secondary level, unit members may cover another teacher's classes or supervision duties during preparation periods. **If resulting class size exceeds 6.01A or 6.01B, the teacher will be eligible for oversize class stipend (appendix M)**

- B. Teachers may be directed by the administration to cover another unit member's class, or portion of a class, as well as his/her own class when a ~~unit member~~ **teacher** is absent from his/her assignment and a substitute is not available. In this event, the unit member will be remunerated at \$50.00/hour for the actual time the unit member is directly supervising more than two additional students placed in his/her class under this provision. **If this results in a class-size overage, the covering unit member is permitted to collect the class-size overage stipend in addition to the \$50.00/hour.** Unit members may request that the administrator seek someone else to perform the task.

7.11 Shared Positions.

A full-time position may be shared. A shared position shall be initiated by any full-time unit member prior to April 15. The unit member initiating the shared position shall have the responsibility of assisting the site principal or supervisor in screening candidates and selecting candidates and serving on the interview team for the shared position, should this position involve the hiring of a temporary teacher. If a position is shared between two permanent teachers, the teachers and the principal shall mutually agree to the following requirements:

- A. The program must be approved by the unit member's administrative supervisor, ~~and~~ the superintendent, **and the board**. It is the intent of this article that a program shall not be denied summarily or arbitrarily. **However, the approval of a shared position may be denied for the following reasons:**
 - 1. **Negative Impact on Student Learning: If the proposed shared position negatively affects the continuity or quality of instruction for students.**
 - 2. **Operational or Logistical Challenges: If the shared position creates scheduling difficulties, disrupts staffing allocations, or impairs the smooth operation of the school.**
 - 3. **Insufficient Coverage of Responsibilities: If the shared arrangement does not adequately ensure that all duties and responsibilities of the position will be covered.**
 - 4. **Budgetary Constraints: If the implementation of the shared position places an undue financial burden on the district or school site.**
 - 5. **Performance Concerns: If either of the proposed teachers has unresolved performance issues that could hinder the success of the shared arrangement.**
 - 6. **Non-Compliance with Legal or Contractual Obligations: If the proposed arrangement violates district policies, legal requirements, or provisions in the collective bargaining agreement.**
 - 7. **Lack of Agreement: If mutual agreement cannot be reached between the teachers involved, the principal, and the superintendent.**

- B. The Administrative supervisor, working with the permanent employee desiring a shared contract, will work through the District personnel director to attempt to locate an acceptable full-time person to fill the other half of the shared position. C.

Options: 1. Unit members may agree to work one semester of each of a contract year; they may ~~they may~~ work a half day each; or other arrangements within a school year which shall be approved by the site administrator. This is to allow for flexible share arrangements. Alternate years are not an option. 2. Every effort shall be made to ensure that shared contracts are first arranged between permanent employees. 3. A teacher wanting to reduce his or her time for one year only may apply for a leave of absence as per Section 10. The teacher hired to fill such a vacancy will be hired as a temporary replacement.

- G. A tenured unit member sharing a position shall have tenure rights guaranteed by law and the right to request a transfer or return to full-time employment (as provided in Section 10.17 H.1). **However, unit members who transition to a shared position or part-time employment do not have an automatic or general right to return to a full-time position unless a leave of absence has been formally approved in writing.**

A unit member shall notify the Governing Board in writing prior to February 15th of the school year of his/her intention to request a return to full-time employment in his/her attendance area for the following school year. **Approval of such requests is contingent upon the availability of a suitable full-time position and the operational needs of the district.**

Unit members on shared contracts waiting for a full-time position must resubmit letters of intent by February 15th of each succeeding year. Failure to do so may result in a shared position continuing for another year with pro-rata benefits.

This section does not guarantee the right to return to full-time employment unless explicitly stated in the terms of the approved leave or shared position agreement.

7.12

- B. Unit members assigned to more than one school **campus** shall be given time for travel to these schools within the work day as defined in Sections 7.01 and 7.02.
- C. Unit members who travel **between school campuses as part of their daily assignment** will be given reimbursement for round-trip mileage from school **campus** to school **campus**, or shall be provided use of a District vehicle.

Section 8

8.02 MOVE TO GLOSSARY PAGE and renumber subsequent sections

8.10 Informal Level

- A. Any grievant who has a grievance shall present the grievance orally to the immediate supervisor within fifteen (15) days after the grievant knew, or reasonably should have known, of the circumstances which form the basis for the grievance. The administrator shall hold a conference with the grievant in an attempt to resolve the matter within ~~three (3)~~ **five (5)** days after the presentation of the grievance. This informal conference may, at the grievant's option, be held between the immediate supervisor and the PCTA Grievance Chairperson, or designee.

Section 9

9.01

D. Non-instructional Unit Members

Each Non-Instructional Unit Member shall be evaluated on the ~~fulfillment of duties as defined in their job descriptions~~ **performance of duties as based on credential responsibilities and job description, unless evaluator meets requirements of said unit member's respective medical licensing board.**

9.05

- **Each evaluator will evaluate at least two (more if the evaluator or the evaluatee chooses to) sub-standards to each of the six standards. All 6 standards will be evaluated.**
- **An evaluation for new/prob teachers is as follows:**
 - **Beginning of the school year to December 1st.**
 - **December 2nd to February 15th**
- **An evaluation for perm teachers is as follows:**
 - **Beginning of the school year to 30 days before the last day of the school year**
- **Each evaluation cycle requires two formal observations**

9.10 ~~"Move to section 23"~~

- *Remove and renumber subsequent sections*

~~9.11~~10 The personnel files located in the district office contain evaluative documents. A. Evaluative documents are any of the following:

1. All correspondence, memoranda, letters of reference, or other written communications which may be used in evaluating a unit member or which may affect a unit member's position, leave, transfer, or employment elsewhere.
2. Original copies of all evaluation forms. B. Evaluative materials in the personnel files of a unit member which may serve as a basis for affecting the evaluation of performance are to be made available for the inspection of the person involved, providing that the request is made at the time when such person is not actually required to be at a duty assignment. C. Evaluative information of a derogatory nature, except material obtained prior to employment of a unit member involved, shall not be entered or filed in the

District or school personnel file unless and until the unit member is given notice and an opportunity to review and comment thereon. The person or persons who draft and/or place such materials in a unit member's file shall sign and date the items. A unit member shall have the right to enter, and have attached to any such derogatory statement, his/her own comments thereon. Such review may take place during normal business hours, and the unit member shall be provided with release time from duty for this purpose of review. D. Unit members who have received performance notifications of needed improvement in designated areas and who have corrected such deficiencies shall have those improvements noted in a subsequent written memorandum and placed in the unit member's personnel file by his/her supervisor. E. Persons who have access to evaluative information may be any member of the administrative certificated district office staff, members of the district office classified staff designated as "confidential" and any building principal. Members of the Governing Board may have access to evaluative information as provided under the law. Nothing in the provisions above constitutes prevention of authorized personnel other than those listed from reviewing or excerpting materials, provided such personnel are authorized under the law to do so.

- 9.12-11 Official evaluations shall be conducted by the administrative staff of the District or Plumas County Office of Education.
- 9.13-12 Unit members who are not assigned to a classroom teaching assignment shall be evaluated using appropriate sections of the evaluation instrument, as determined by the administrator doing the evaluation.
- 9.14-13 Saturday School Evaluation: Evaluation of a unit member's performance with respect to Saturday School shall be considered non-instructional duties.

Section 10

10.02 ~~Sick Leave~~ **Paid Time Off (PTO) Leave**

~~Sick Leave~~ **Paid Time Off (PTO) Leave**. A unit member employed full time shall be entitled to leave of absence for illness, accident, quarantine, or injury, at full pay, at the rate of ten (10) days per school year. In no case shall the amount be less than ten (10) days for a unit member employed full time, available on the first day of the school year. Any unused portion of the earned annual ~~sick leave~~ **paid time off (PTO) leave** shall be accumulated without limit and is transferable from district to district. Unit members simultaneously employed by both the District and the Plumas County Superintendent of Schools shall have a separate ~~sick leave~~ **PTO leave** allocation and accumulated balance for each employer, calculated per section 10.14. Said simultaneously-employed unit members may not transfer leave days between employers. Said simultaneously-employed unit members who are subsequently fully-employed by either employer shall have their accumulated ~~sick leave~~ **PTO leave** balances transferred per Ed Code section 44979.

A maximum number of 10 “no-tell days” will be allowed annually, with any additional absences requiring a standard reason for absence. “No-tell” must be stated as the reason for the reported absence by the unit member and will not be automatically applied to the member’s first 10 absences in a contract year.

- C. After ~~sick~~ **leave** benefits are exhausted, if a unit member is absent from duty on account of **their own** illness or accident for a period of five months or less, the amount deducted from the salary due for any month in which the absence occurs shall be the sum which is actually paid a substitute employed to fill the position during the absence, or that which a substitute would have been paid had a substitute been employed.

10.05

- ~~B. The unit member shall notify his/her administrative supervisor in adequate time to engage a substitute.~~
- B. Requests for personal necessity **or “no-tell”** leave shall require forty-eight (48) hours advance approval, except in cases of emergency as outlined in 10.05 .
- ~~C. No such accumulated leave in excess of seven (7) days may be used in any school year for the purposes enumerated in this section (Education Code Section 44981). The limit of seven (7) days embraces absence for any and all types of leave for reasons of personal necessity, except family illness or as defined in (10.05 A. 3.) imminent danger.~~
- C. No such accumulated leave in excess of ten (10) days may be used in any school year for the purposes enumerated in this section (Education Code Section 44981). The limit of ten (10) days embraces absence for any and all types of leave for reasons of personal necessity, except family illness or as defined in (10.05 A. 3.) imminent danger.
- ~~D. Personal necessity leave must necessarily be related to health and welfare of the unit member, his/her family, or both. All other requests by the unit member shall be classified as other leave (unpaid).~~
- D. No more than five (5) personal necessity **or “no-tell”** days may be used consecutively, unless otherwise approved by the Superintendent or designee.

10.17 Transfer

- A. Definitions:
 1. A transfer refers to any movement of a unit member from one school organization site to another within the District.
 2. A reassignment refers to:

- a. At the elementary level, a change in job assignment from one elementary grade level to another. A change of assignment to a combination grade class from a single grade class is a reassignment. A change of assignment from a combination grade class to a single grade class (provided the single grade was one of the grades in the previous- year's combination class) is not a reassignment for purposes of this section.
- b. At the secondary level, the assignment of at least three courses or the addition of a class for a subject matter curriculum not taught by the teacher during the immediately preceding year.
- c. ~~At either the elementary or secondary level, the addition of a Pprep periods not previously allocated to the teacher in taught by the teacher during the immediately preceding year.~~

Section 11

11.01 Compensation

~~A. Salary for Certificated Employees of PCOE/PUSD:~~

~~COVID-19 One-Time Retention Payment (closes 21/22 salary permanently) The District will pay to each certificated bargaining unit member in paid status at 100% Full Time Equivalent (FTE) for the 2021-2022 work calendar the sum of \$2,000, less any required deductions.~~

*** Rename B to A and C to B

11.06

F.

1. ~~Any unit members providing transportation for school/district-related functions, activities, and/or events shall not be required to file time as an absence from duties. Any unit member providing said transportation in their personal vehicle shall be eligible for mileage reimbursement at the established government reimbursement rate.~~

- N. Training Stipends. Unit members ~~who are invited and choose to attend an optional training activity that is arranged and sponsored by PUSD administration~~ **who attend an optional training activity that does not require a credential for enactment, and that occurs outside of their regular duty day or duty week may will be compensated, at District option, determined prior to the activity, at the rate of \$200.00/day, or \$100.00/half day, as authorized by administration prior to the activity. Compensation will not be provided without prior authorization from their administrator to attend the training activity.**

- O. Program Development Stipends. Unit members ~~who are invited and choose to attend a program development project that is arranged and sponsored by PUSD administration~~ **who attend an optional training activity that does require a credential for enactment**, and that occurs outside of their regular duty day or duty week will be compensated, ~~at District option, determined prior to the activity, at their~~ **the unit member's daily rate, as authorized by administration prior to the activity. Compensation will not be provided without prior authorization from their administrator to attend the training activity.**
- R. **** Rename salary schedules to "certificated 184," "certificated 197," etc.*

11.07—Retention/Incentive Bonus

~~Properly credentialed special education teachers, and current PCOE/PUSD teachers of record in a special education credentialing program, will be given a \$3000 incentive, annually, to enter/remain in a full-time Special Education teaching position. If a position is part-time, the compensation incentive will be prorated. Payment will be paid via submission of an extra-duty sheet twice per year (end of January and end of school year). The \$3,000 annual incentive retention bonus is for the trial period of 22/23 and 23/24 academic school years. **This provision will sunset and be revisited in the 2030/2031 school year.**~~

Section 12

12.02

- A. All insured employees will pay a monthly co-payment equal to the total cost of combined premiums minus the District contribution CAP (prorated as defined in Section 12.02 B) on District paid benefits. The district contribution cap for 2022/2023 will be \$13,068. An insurance committee will be ~~formed~~ **maintained annually** to explore insurance options, plans, and providers. This amount shall continue as the contribution cap unless changed through negotiated agreement. **** does the "2022/2023" need to be updated to a more recent year?****
- C. "All unit members who work at least three (3) hours per day, **or the weekly equivalent thereof**, but less than full-time (1 FTE) shall receive the prorated amount of the cap applied first to the Salary Protection Plan, then the Dental Plan, then the Vision and Life Plans, then the Medical Plan.

Section 13

13.01 It shall be the policy of the Plumas Unified School District to permit unit members to reduce their workload from full-time to part-time and have their retirement benefits based on full-time employment.

~~13.02~~ To qualify for this program, the unit member shall have the following qualifications:

- A. Meet the years-of-service requirement established by the California State Teachers Retirement System.
- B. Attained the age of 55 prior to the beginning of the school year or term in which the reduction in service begins. It shall be the unit member's responsibility to initiate the request for reduced service.

Section 18

18.01 Notification of Layoff

Prior to the issuance of notices to dismiss bargaining unit members, the ~~Board~~ **Superintendent or designee** shall discuss proposed layoff plans with the PCTA Executive Board.

18.03 Exercise of Seniority Rights

~~Unit members shall have all the rights and protections under the law with respect to bumping. Unit members shall have the right to waive a position(s) until such time that the unit member accepts a position of employment within the limits of Section 18.05. Unit members retain all rights of re-employment (subject to limitations under Section 18.04 and Section 18.05) upon instituting such a waiver. Unit members who choose to waive a position of re-employment under this section shall have the right to take an unpaid leave of absence for the following school year with rights to said position after the unpaid leave.~~

Certificated unit members shall have all rights and protections under California Education Code § 44955 and § 44956 with respect to seniority-based bumping and reemployment following a layoff. Certificated unit members shall have the right to decline an offered position without forfeiting their reemployment rights, in accordance with Education Code § 44956, until such time that they accept a position of employment within the limitations of Section 18.05.

Certificated unit members who decline a reemployment offer under this section shall have the right to request an unpaid leave of absence for the following school year. Upon approval, the unit member shall retain the right to return to a certificated position, subject to the limitations of Section 18.04 and Section 18.05

Should another position for which the employee is qualified become available during said leave, the unit member shall have first right of refusal for said position, based upon his/her seniority with respect to other qualified employees who are on leave as per this section.

Unit members employed by the Plumas County Superintendent of Schools may only bump other employees of the Plumas County Superintendent of Schools. Unit members employed by the Plumas Unified School District may only bump other employees of the Plumas Unified School District. There shall be no bumping between employers.

18.06 Order of Layoff.

Any notice of layoff shall specify the reasons for layoff and identify by name the employee(s) designated for layoff. ~~Arrangements for a mutually acceptable meeting date between the Board and the PCTA Executive Board and unit members issued notice, to review and discuss the order of layoff, shall occur no later than one (1) week following the issuance of the initial March 15 notice.~~

This would require a public session at an agendaized board meeting to comply with this provision.

Section 21

21.16 Special Education teachers ~~Resource Specialists and Speech and Language Specialists~~ shall have the same required hours as other unit members and follow the work day of the assigned school. They shall be accorded the same preparation time as unit members of their level.

21.17 A. The work year for Resource Specialists shall be the same as the standard work year for other unit members

B. The work year for Psychologists/Program Specialists shall be no less than ~~195~~ 197 days per school year.

21.19 Administration will develop equitable class rosters with reference to the relative needs/acuity of each student. If more than 25% of a class roster includes students with IEPs or 504 plans, the teacher will meet with the site administrator and relevant Case Manager(s). Together, they will review the students' individual needs and identify possible solutions within current fiscal and staffing limits. If not able to be resolved at the site level, the site administrator and affected teacher will consult with the Director of Special Education and/or the Superintendent (or designee) to develop a resolution. (Effective 26-27 school year)

21.20 Caseloads of unit members providing Special Education services shall remain in accordance with current Ed. Code ratios:

A. Education Specialists:

1. Mild/Moderate **Support Needs- Are** not to exceed 28 students **without the voluntary completion of the CDE approved** ~~Will require~~ waiver for up to 32 students (per ED Code 56362)
2. ~~Moderate - Extreme Needs - Not to exceed 10 students. No waiver applicable~~
2. **In the event that a unit member is assigned to an Extensive Support Needs (ESN) classroom with a caseload exceeding ten (10) students, the District shall convene, within one week 10 school days** of the date the caseload exceeds 10 students, a Solution Team consisting of the Principal, the SELPA Director, the Education Specialist and one bargaining unit member of the Education Specialists choice. This team will **evaluate the need for additional support. This evaluation will consider factors such as the severity of student needs, the availability of existing support staff and resources, and the overall classroom environment.**

~~While the assignment of one additional program aide may be recommended for caseloads above ten (10), such support is not guaranteed and is contingent upon available funding, staffing resources, and the operational needs of the District. The District will make reasonable efforts to provide appropriate support to ensure a safe and effective learning environment for students and staff.~~

- A. This team will determine and ~~allocate~~ **recommend to the Superintendent**, appropriate resources to ensure that each student receives FAPE in a safe and productive environment. The Superintendent will determine what resources will be allocated and respond to the Solution Team in writing within 10 school days.
- B. ~~Speech & Language Pathologist- not to exceed 40-55 students. Per ED Code 56441.7~~ The average total caseloads for language, speech, and hearing specialists in special education local plan areas shall not exceed 55 cases, unless the local plan specifies a higher average caseload and the reasons for the greater average caseload. (Ed Code:56363.3).

21.21

- A. **Additional Compensation for Education Specialists**
~~Education Specialists will be provided a minimum of five (5) and no more than ten (10) extra duty hours monthly to complete legally required IEP documentation. Said hours are to be paid at the unit member's daily rate per section 11.06G of this contract.~~
 - 1. **Additional Prep Time**
Special Education teachers shall receive 60 minutes of additional preparation time per week during the regular workday, in addition to the prep time provided to general education teachers. **(Effective 2026-27 School Year)**
 - a. **Use of Time**
This time is unassigned and intended for IEP preparation, progress monitoring, collaboration, lesson planning, parent communication, and case management.
 - b. **Scheduling**
Site administrators shall embed and designate the additional prep time into each Special Education teacher's schedule at the beginning of the school year. If it is not possible to embed the 60 minutes weekly into the teacher's schedule due to site or program constraints, alternate compensation will be provided as outlined below.
 - c. **Alternate Compensation**
If site administration is unable to schedule the 60 minutes of additional prep time within the workweek due to site or program constraints, the teacher will receive a stipend for the time not received of \$3,000. The teacher must obtain prior approval from the site administrator, the special education

director and submit verified documentation to receive the stipend through the district approved HR platform by May 25th of each year in order to receive payment by June payroll.

2. Retention Stipend

- a. Full-time equivalent Education Specialists who work the entire school year are entitled to receive an annual \$3,000 retention stipend which will be broken up into two equal payments, one in January and one in June.
- b. Stipend submissions must be completed by the unit member by January 25 and May 25 of each year and submitted to the Director of Special Education in order to receive this payment.

Signed by:
Stephanie Shatto
8BBE28D79A91483...

Stephanie Shatto, Interim Chief Business Official

12/7/2025

Date

Signed by:
Matthew J McMorrow
6B4EB9FE444B44A...

Matt McMorrow, Lead Negotiator

12/4/2025

Date