

2016-2019

AGREEMENT BETWEEN

The

GOVERNING BOARD

Of the

ARENA UNION ELEMENTARY SCHOOL
DISTRICT

And

ARENA UNION ELEMENTARY SCHOOL
TEACHERS ORGANIZATION
(AUTO)

"Arena Union Elementary Districts have a policy of nondiscrimination on the basis of sex, in compliance with the requirements of Federal Title IX, which states, "No person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance."

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**ARTICLE ONE
AGREEMENT**

- 1.
- 1.1 This agreement shall be in full force and effect from July 1, 2016 – June 30, 2019.
- 1.2 During the term of this Agreement the parties expressly waive and relinquish the right to meet and negotiate and agree that the other party shall not be obligated to meet and negotiate with respect to any subject, except as provided below:

Annually, AUTO shall present the District its initial proposal regarding reopeners for this Agreement. Each party shall have the right to reopen this Agreement in the areas of salary, health and welfare benefits, and two additional articles unless mutually agreed upon by both parties.

**ARTICLE TWO
RECOGNITION**

- 2.
- 2.1 The Board recognizes the Association as the exclusive representative of all certificated employees of the District, excluding management, supervisory, and confidential employees and substitute teachers, for the purpose of representation and meeting and negotiating.

**ARTICLE THREE
DEFINITIONS**

- 3.
- 3.1 Definitions

"District" is the Arena Union Elementary School District.

"Association" means the Arena Union Elementary School Teachers Organization.

"Immediate Supervisor" means the unit member's administrator, supervisor, or line manager employed by the District who has direct responsibility for supervising the Unit Member. Usually this person is the building principal.

"Unit Member" means any certificated employee of the district except those excluded from the unit as specified in Article Two.

"Day" means days the main district office is open for business.

"Instructional Day(s)" means any day(s) pupils are present for instruction.

"Daily Rate" means the unit member's annual salary divided by 184 days.

"Hourly Rate of Pay" means the daily rate of pay divided by seven and one half (7.5) daily duty hours.

**ARTICLE FOUR
NEGOTIATION PROCEDURES**

- 4.
- 4.1 No later than the first regular scheduled Board meeting in April of the calendar year in which this agreement expires, the Association shall submit its initial proposals for a successor Agreement to the Board of Education.

- 4.2 The parties shall meet at mutually agreeable times and places and negotiate in good faith on negotiable items on a successor Agreement beginning no later than ten (10) days after the first regularly scheduled Board meeting in April of the calendar year in which this Agreement expires. Any Agreement reached between the parties shall be reduced to writing and signed by them.
- 4.3 Within sixty (60) days of ratification of the Agreement by both parties herein, the Board shall have 16 copies, prepared and delivered to the Association for distribution to each unit member in the District.
- 4.4 Either party may utilize the services of outside consultants to assist in the negotiations.
- 4.5 All negotiations and/or impasse proceedings will be done by a committee consisting of two to four (2-4) certificated representatives and district management representative(s). Two Board members may attend.
- 4.6 The Board shall furnish the Association with any public documents relating to the District budget including worksheets, printouts and a copy of the Form ICR.
- 4.7. No later than November 1st, the Board shall furnish the Association with the placement of personnel on the respective salary schedule as of October 1.

**ARTICLE FIVE
APPLICATIONS OF STANDARDS**

5.
 - 5.1 The provisions of this Agreement shall not be interpreted or applied in a manner which is arbitrary, capricious or discriminatory. Rules which are designed to implement this Agreement shall be uniform in application and effect.
 - 5.2 A teacher who participates in the production of tapes, publications or other produced educational material shall retain residual rights should they be copyrighted or sold by the District.

**ARTICLE SIX
DISCRIMINATION**

6.
 - 6.1 The Board shall not illegally discriminate against any unit member on the basis of race, color, creed, age, sex, national origin, political affiliation, domicile, marital status, sexual orientation, physical handicap, membership in an employee organization or participation in the activities of any employee organization.
 - 6.2 Application forms and oral interview procedures shall not refer to membership in or preferences for employee organizations.

**ARTICLE SEVEN
SAVINGS**

7.
 - 7.1 If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law by a court of competent jurisdiction, then such provision or application shall not be deemed valid and

subsisting, except to the extent permitted by law: but all other provisions or applications shall continue in full force and effect.

- 7.2 Should a provision or application be deemed invalid, as described in paragraph 1 above, the parties shall meet not later than ten (10) days after such court decision to renegotiate the provision or provisions affected.

ARTICLE EIGHT MAINTENANCE OF BENEFITS

8.
8.1 Board policy is controlling except where the contract grants greater or additional rights to certificated employees of the District.
- 8.2 The Association does not waive its right to bargain changes in working conditions which may not be specified in the contract.

ARTICLE NINE GRIEVANCE PROCEDURE

9.
9.1 Definitions:
A grievance is a complaint alleging a violation, misinterpretation, or misapplication of a specific provision of this Agreement filed by a grievant.

A grievant is a unit member directly affected by the alleged violation, misinterpretation, or misapplication of this Agreement, or the Association if the Association names one or more unit members who have been directly affected by the alleged violation, misinterpretation, or misapplication of this Agreement.

It is the intent of the parties to equitably resolve a grievance at the lowest possible administrative level. It is the intention of the parties to encourage as informal and confidential an atmosphere as is possible in the resolution of grievance. Time limits contained herein may be extended by an executed agreement between the Superintendent and the Grievant.

All days not defined shall be considered days the District Office is open for business.

A grievant's failure to comply with the timelines in this Article shall result in waiver of the grievance.

- 9.2 Procedures:
A grievance shall be handled in the following manner:
- 9.2.1 Step One:
Within twenty (20) days of the act or omission which gave rise to the grievance, or within twenty (20) days from the date the grievant knew or reasonably should have known of the act or omission, the grievant shall attempt to resolve the grievance through an informal conference with the immediate supervisor of the unit member who was directly affected by the alleged violation, misinterpretation, or misapplication of this Agreement.

- 9.2.2 Step Two:

If the grievance is not resolved at Step One to the grievant's satisfaction, the grievant may present the grievance in writing to the immediate supervisor within five (5) days after expiration of the time period specified in Step One.

The written grievance shall include the specific provision(s) of this Agreement that allegedly were violated, misinterpreted, or misapplied, a clear statement of all material facts on which the grievance is based, and desired remedy.

The immediate supervisor shall provide the grievant with a written response within ten (10) days after receipt of a timely submitted written grievance.

At Step Two of the grievance procedure, the grievant may elect in writing to represent himself/herself rather than have the Association provide representation.

9.2.3 Step Three:

If the grievance is not resolved to the grievant's satisfaction at Step Two, the grievant may submit the written grievance and immediate supervisor's response, if any, to the District Superintendent within five (5) days after receipt of the immediate supervisor's written response at Step Two, or if the immediate supervisor fails to issue a timely response, within five (5) days after the expiration of the time period for issuance of a written response.

Within five (5) days after the receipt of timely submitted grievance at Step Three, the Superintendent or his/her designee will meet with the grievant in an attempt to resolve the grievance.

Within ten (10) days after the meeting, the Superintendent shall provide the grievant with a written response to the grievance.

9.2.4 Step Four:

If the grievance is not resolved to the grievant's satisfaction at Step Three, the grievant may submit the written grievance and the immediate supervisor's and Superintendent's responses, if any, to the Governing Board within five (5) days after receipt of the Superintendent's written response or within five (5) days after the expiration of the time period for the Superintendent to respond in accordance with Step Three.

The Governing Board will conduct a hearing at its next regular meeting that is scheduled to take place at least ten (10) days after receipt of the written grievance. The Governing Board, at its option, may hold the hearing at a special meeting within thirty (30) days after receipt of the written grievance. At that meeting, all parties shall have an opportunity to present relevant testimonial and documentary evidence pertaining to the grievance. The grievance will be heard in closed session as permitted by law.

Within ten (10) days after the meeting, the Governing Board will deliver to the grievant its written response to the grievance by registered or certified mail.

9.2.5 Step Five: Mediation

- 9.2.5.1 If the grievant is not satisfied with the disposition of the grievance, or if no disposition has occurred pursuant to the provisions of Step Four, the grievance may be referred to grievance mediation within ten (10) days of the Governing Board's decision.
- 9.2.5.2 The grievant may request that a conciliator/mediator from the California State Mediation/Conciliation Service, or from any other mutually agreeable recognized dispute resolution center, be assigned to assist the parties in the resolution of the grievance.
- 9.2.5.3 The mediator, shall meet with the grievant, the Association and the District for the purpose of resolving the grievance.
- 9.2.5.4 If an agreement is reached, the agreement shall be reduced to writing and shall be signed by the grievant, the Association and the District. This agreement shall be non-precedential and shall constitute a settlement of the grievance.
- 9.2.5.5 If an agreement is not reached, the Association and District, proceed to Step Six.

9.2.6 Step Six: Arbitration
The Association shall notify the grievant and the District Superintendent whether or not the grievance will be submitted to arbitration within thirty (30) days of the issuance of the Board's written response to the grievant in Step Four. If the Association decides not to submit the grievance to arbitration or if no such notice is received within the specified time frame, the decision of the Board shall be final.

If the Association decides to submit the grievance to arbitration, a list of arbitrators shall jointly be requested from the California State Mediation and Conciliation Service. Upon receipt of the list, the parties shall select an arbitrator. If agreement on an arbitrator cannot be reached, selection of the arbitrator shall be made by the parties alternately striking names from the list. The order of striking shall be determined by lot. The arbitrator selected shall be jointly notified of his/her selection by the parties. The conduct of the arbitration shall be governed by the arbitrator.

Costs of the arbitration shall be borne equally by the District and the Association.

The issue of whether a controversy is subject to arbitration shall not be determined by the arbitrator.

9.2.7 Group Grievances:
If the grievance involves unit members with different immediate supervisors, the grievance may be filed at Step 3.

9.2.8 Grievance Witnesses:
The District shall make available for testimony, in connection with the grievance procedure, any District employee whose appearance is requested by the grievant or the Association. The Association shall make available for testimony, in connection with the grievance procedure, any association

member whose appearance is requested by the District. Any employee witness required to appear in connection with this article shall suffer no loss of pay.

9.2.9 Grievance Processing During Regular Working Hours:

The grievant and the Association steward shall be entitled to a reasonable amount of time to process a grievance during normal working hours with no loss of pay or benefits. However, the grievant shall use his/her best efforts not to disrupt instructional time.

9.2.10 Separate Grievance File:

All materials related to the processing of a grievance shall be kept in a file separate from the unit member's personnel file.

9.2.11 Authority:

The Association's representative(s) shall have the authority to file notice and take action on behalf of a unit member relative to this grievance procedure, with the written consent of the unit member.

9.2.12 Representation:

The grievant may be represented at any stage of these proceedings by the Association or a representative of his/her choice.

**ARTICLE TEN
ORGANIZATIONAL SECURITY**

10.

10.1 Dues Deduction

- a. The right of payroll deduction for payment of organizational dues shall be accorded to the Association. Association members who currently have authorization cards on file for the above purposes need not be resolicited. Association dues and fees, upon formal written request from the Association to the District, shall be increased or decreased without resolicitation and authorization from unit members.
- b. Pursuant to authorization by the unit member, the Board shall deduct one-eleventh (1/11) of the Association dues and fees from the regular salary check each month. Deductions for unit members who sign such authorization after commencement of the school year shall be appropriately prorated.
- c. With respect to all sums deducted by the District pursuant to authorization of the unit member, for membership dues, the District agrees promptly to remit such monies to the Association along with an alphabetical list of unit members for whom such deductions have been made and any changes that may have occurred since the previous list.

10.2. Agency Shop (Fair Share)

- a. Any unit member who is a member of the local chapter of CTA/NEA, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of unified membership dues, initiation fees and general assessments in the Association. Pursuant to such authorization, the District shall deduct one-eleventh (1/11) of such dues from the regular salary check of the unit member each month for the eleven (11) months. Deductions for unit members who sign such authorization after the commencement of the school

year shall be appropriately prorated to complete payments by the end of the school year.

- b. Any unit member who is not a member of the local chapter of CTA/NEA, or who does not make application for membership within thirty (30) days of the effective date of this Agreement, or within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Association or pay to the Association an agency fee in accord with law payable to the Association in one lump sum cash payment in the same manner as required for the payment of membership dues, provided, however, that the unit member may authorize payroll deduction for such fee in the same manner as provided in section 2a of this Article. In the event that a unit member shall not pay such fee directly to the Association, or authorize payment through payroll deduction as provided in section 2a, the Association shall so inform the District, and the District shall immediately begin automatic payroll deduction as provided in Education Code section 45061 and in the same manner as set forth in section 2a of this Article. There shall be no charge to the Association for such mandatory agency fee deductions.
- c. Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations who chooses not to join the Association or pay a representative fee, shall not be required to join or financially support the local chapter of CTA/NEA as a condition of employment: except that such unit member shall pay, in lieu of a service fee, sums equal to such service fee to one of the following non-religious, non-labor organizations, charitable funds exempt from taxation under section 501 (c) (3) of Title 26 of the Internal Revenue Code: Such payment shall be made on or before (same care as cash dues/fees) of each school year.
- d. Proof of payment and a written statement of objection along with verifiable evidence of membership in a religious body whose traditional tenets or teachings object to joining or financially supporting employee organizations, pursuant to 2c above, shall be made on an annual basis to the Association and District as a condition of continued exemption from the provisions of sections 2a and 2b above. Proof of payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. Such proof shall be presented on or before (same date as cash dues/fees) of each school year.
- e. Any unit member making payments as set forth in sections 2c and 2d above, and who requests that the grievance or arbitration provisions of this Agreement be used in his or her behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.
- f. With respect to all sums deducted by the District pursuant to sections 2a and 2b above, whether for membership dues or agency fees, the District agrees promptly to remit such monies to the Association accompanied by an alphabetical list of unit members for who such deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished.
- g. The Association agrees to furnish any information needed by the District to fulfill the provisions of section 1c of this Article.
- h. The District agrees to provide, upon appropriate written authorization by the unit member payroll deduction for credit union, insurance, as sheltered

annuities and any and all other payroll deductions, of a reasonable nature, agreed to by the Association and the District.

- i. The Association shall pay to the District all legal fees and costs incurred in defending against any court for administrative action challenging the legality or constitutionality of the agency fee provisions of this agreement or their implementation and shall indemnify and hold harmless the District, its board members and employees from any judgment arising out of such challenges. The Association shall have the exclusive right to decide and determine whether any such action or proceeding shall or shall not be compromised, resisted, defended, tried, or appealed.

ARTICLE ELEVEN ASSOCIATION RIGHTS

11.

11.1 Mail Facilities

The Association shall have the right to use the unit member mailboxes for communications to unit members without interference, censorship, or examination of such communications by the employer.

11.2 Bulletin Boards

The Association shall have the right to post notices of activities and matters of Association concern on Association bulletin boards, at least one of which shall be provided in each school in areas frequented by unit members.

11.3 Use of Buildings and Equipment

The Association shall have the right to use school facilities and equipment during all reasonable hours for meetings and other Association activities. These activities shall be scheduled at times mutually agreeable to the Association and the Principal.

11.4 Access to Work Site

Authorized representatives of the Association shall have the right to transact official Association business on school property and utilize District facilities at all reasonable times provided that such activities or use do not interfere with classroom instruction and include notification of the Principal.

11.5 Access to Information

The District, upon request by the Association, agrees to furnish to the Association, within five (5) business days, any public document.

11.6 Association Business

The Association President or his/her designee shall be provided release time at no loss of salary or other benefits for the duration of the Agreement to conduct Association business. This release time shall be scheduled with and subject to prior approval by the Superintendent.

11.7 Appointment to District Committee

The teaching staff shall elect unit member representatives to school site councils pursuant to Educational Code section 52852, unit member representatives or committees to develop standards of proficiency pursuant to Educational Code section 52051, (Staff Development) and unit member representatives on any school based

program coordination committee pursuant to Education Code 52800 et. seq. In addition, the Association shall appoint unit member representatives to any ad hoc committee established by the District or any other committee established under the Education Code. Teachers serving on Site Council shall receive one (1) unit of professional growth credit from the District to be applied to the salary schedule. Professional growth credit for participation on other committees shall be agreed upon prior to the formation of the committee.

- 11.8 All days not specifically defined will be considered days that the District Office is open for business.

ARTICLE TWELVE DISTRICT RIGHTS

12.

- 12.1 The District affirms its legal rights to manage under the following:

It is understood and agreed that the District retains all of its powers and authority to direct and control to the full extent of the law and as limited by the terms of this Agreement. Included in those duties and powers are the rights to direct the work of its employees; determine the services to be provided students; establish the education philosophy and the goals and objectives; insure the rights of students; determine the staffing patterns; determine the number of personnel required; maintain the efficiency of the District operation; determine the curriculum in consultation with the Association; develop the budget; and implement budgeting procedures.

ARTICLE THIRTEEN REASSIGNMENT/ASSIGNMENT

13.

- 13.1 Definition of an assignment is the movement of a unit member from one subject area to another subject area, one grade level to another grade level, or from one school site to another.

- 13.2 Voluntary Reassignment

- a. If two (2) or more unit members with the appropriate credentials apply for a vacancy, the reassignment shall be based on district instructional needs, required credentials, experience, seniority, recent evaluator summaries, and professional growth of the unit member.
- b. If a unit member's request for a voluntary reassignment is denied, the unit member shall be granted, upon request, a meeting with the administrator who denied the request to discuss the reasons for the denial. The unit member may request and shall receive written reasons for the denial following said meeting.
- c. If the unit member requests that his/her application for reassignment be kept confidential, the principal will treat the matter as confidential.
- d. Unit members returning from leave shall be afforded all rights provided under this section.
- e. A request for reassignment may be withdrawn by the teacher at any time before the meeting at which the request is considered by the Board. The decision will be made, if possible, prior to the beginning of the school year.

- 13.3 Involuntary Reassignment

- a. Involuntary reassignments shall only be made after consultation between the

superintendent and principal for any of the following reasons:

District instructional needs, required credentials, experience, seniority, most recent evaluator summaries, professional growth of the teacher, opportunity to evaluate the teacher in a different assignment, elimination of a program, reduction of ADA.

- b. Teachers being subjected to involuntary reassignments shall have the right to indicate preferences from a list of any available openings.
- c. Reassignment will in no case be punitive.
- d. Unit members who are reassigned during the school year shall be allowed three (3) days of release time for preparation prior to the effective date of reassignment. The District shall provide assistance in the moving of the unit member's material whenever a unit member is reassigned.
- e. A unit member who has been involuntarily reassigned shall not be involuntarily reassigned in a subsequent school year unless there are no other alternatives.
- f. A teacher involuntarily reassigned may request a written statement from the principal of the reasons for the reassignment, and the request shall be responded to within five (5) days. The teacher may also request a meeting with the principal to discuss the reassignment and the reasons for it.

13.4 Job Sharing Section One

- a. Unit members are eligible to apply for job share arrangements.
- b. Requests to participate in a job share position shall be submitted by March 1st of the school year prior to the intended job share.
- c. The district exclusively reserves the right of approval.
- d. The district may, after March 1st, at its sole discretion accept late job share proposals that are judged to be in the best interest of the pupils and programs of the district.

Section Two

- a. A proposal shall specify:
 - 1. The number and placement of hours per day, days per week, weeks per month, and months per year which each unit member had agreed to work. A narrative description and calendar marked clearly for each participant will be submitted. The information must be submitted to the district office and site administrator on the approved calendar for the appropriate year once it is available.
 - 2. A plan including who will meet which responsibility of the curriculum
 - 3. Parent conferences
 - 4. Staff meetings
 - 5. IEP's
 - 6. Back to School Night
 - 7. Open House
 - 8. Adjunct duties
 - 9. Non teaching duties allocated to staff
- b. These elements may be in any combination acceptable to the unit members involved and the site principal

Section Three

- a. Persons applying for a shared contract must accept the responsibility of assuring the staff and administration of successful joint planning, communication, and compatible classroom management
- b. Both employees are required to attend the in service days
- c. Each job sharing unit member is responsible for notifying the district when a substitute is needed. The teaching team partner is entitled to first call for substitute service. If a job share partner is absent for not more than ten (10) work days, then the job share partner may replace the unit member who is absent and shall be entitled to take an equal number of days off in the same school year. The unit member who is absent, shall later in the school year, reciprocate by taking the place of his/her partner for an equal number of days at the unit member's regular salary rate. All arrangements for the absence exchange shall be reported to the supervisor.
- d. In case of a substantial disruption, such as a long-term illness, the job share team will present an amended proposal to the administrator to address the specific situation.

Section Four

- a. Each participant in a shared contract shall receive a proportionate amount of the regular annual salary each would receive if placed individually on the salary schedule. The salary shall be paid in equal monthly installments during the period worked.
- b. Each employee on a shared contract shall receive health and welfare benefits on a prorated basis if the percentage of share is 50% or more as is specified in Article 12.6.
- c. Sick leave shall be prorated in accordance with percentage of full time position as specified in the job share proposal.
- d. Compensation shall not exceed that specified in the governing job share contract.

Section Five Duration and Process

- a. Job sharing contracts shall be one (1) year in length.
- b. Job share contracts may be approved for any number of subsequent years, one year at a time.
- c. Unit members must resubmit a proposal and request for job share by March 1st for each proposal.
- d. Contracts with employees in job share positions shall clearly indicate that teachers shall honor their contract and will not be eligible for positions in the district during the term of their job share contract.
- e. Job sharing contracts shall reflect a team of unit members who have jointly agreed to apply.
- f. Unit members who have been unsuccessful in finding a job share partner from among current district unit members, shall be given equal consideration for their job share request. The position will be posted inside the district concurrently with outside postings.
- g. A teacher who is hired as part of a job share contract who is not a current employee shall be hired on a 1-year temporary contract for each individual one-year assignment.

- h. A unit member who has been approved for a job-share will be granted a leave of absence for that part of the assignment he/she is not working.
- i. When a job share has been approved before final notification of lay-off, the temporary position is not subject to reassignment. The person with rights to 1 FTE has the choice to job share and choose their partner.
- j. A year of seniority is accrued only when a member works 50% or more.

13.5 Notification of Assignment

Each unit member shall be given written notice not later than May 31 of the next year's assignment. Such notice shall specify the building, grade, grade level, and subject area to which the unit member will be assigned. Such assignment may be subject to change but unit members shall be notified no later than ten (10) days of the change.

13.6 Vacancies

- a. A vacancy is any vacated, promotional or newly created position.
- b. The District shall notify the Association and post in the faculty room a list of all vacancies, promotional positions and new positions which occur during the school year and for the following school year upon knowledge of the vacancies. The District shall give first consideration to qualified and competent unit members when a new vacancy occurs. No assignment to fill the vacancy promotional position or newly created position shall be made until the closing date.
- c. The District shall notify, by mail and email to the last known address, all unit members during summer recess or period of leave of any posted openings which may arise during the summer recess or period of leave.
- d. The District shall, upon request of the unit member, deliver, in writing, the reasons for the unit member not receiving the vacancy, promotional position or newly created position.

13.7 Seniority

- a. Seniority is defined as the unit member's initial date of service in the bargaining unit with the following provisions:
 - 1. Unit members with the same initial date of service shall have their seniority number determined by lot.
 - 2. The lottery shall be conducted in the presence of at least two (2) Association representatives. Once the lottery is used to determine a unit member's seniority, that seniority shall remain in effect for the unit member while employed in the District.
 - 3. A unit member on an approved leave of absence shall continue to earn seniority while on such leave.
 - 4. A unit member's seniority shall accrue during layoff.
 - 5. This definition shall apply only to the term "seniority" in this agreement.
 - 6. A teacher shall accrue seniority separately at each site in accordance with education code.

13.8 In order to provide for the best possible educational opportunities for all students K-12 and to support full time teaching positions within the District, certificated employees in compliance with contract procedures, credentialing requirements and

board policies, may be assigned to duties at multiple sites (Point arena High School/South Coast High School and Arena Union Elementary).

In such cases the two site principals or designees will develop and present to the teacher a "Multi-Site Teaching Assignment Plan" on or prior to the first workday of the school year.

This plan will include:

1. Defined regular "on-site hours" and a teaching schedule for each campus
2. Defined distribution of extra duties
3. Defined Staff Development Calendar which identifies dates for employee participation in site specific professional development opportunities
4. Defined Evaluation plan which delineates the role of each principal and establishes a lead evaluator and a time line for formal observation

The Multi-Site Teaching Assignment Plan may be modified at anytime during the school year by both principals/designees in consultation with the teacher.

Teaching schedules for Multi-Site shared teaching positions will be sensitive to the time requirements necessary to transition between the sites.

- 13.9 When classified employees who hold valid California teaching credentials, are substitute teachers, they shall receive the same compensation paid to other substitute teachers.
- 13.10 When classified employees who hold valid California teaching credentials, are assigned teaching duties as part of their regular daily schedule, during which they are not under the direct supervision of a certificated employee but are acting as the credentialed teacher, they shall be paid the contract negotiated rate.
- 13.11 When non-credentialed classified employees working with students are not under the direct supervision of a certificated employee, the legal responsibility for the students and the liability are with the principal as the credentialed employee in charge.
- 13.12
 - a. By September 1st of each year the District will inform the Association if there is an anticipated need for additional short term instructional support for the school year. If the District has determined that such a need exist, then eligible retirees may be offered Short Term Instructional Consultation employment at their last pre-retirement daily rate of pay.
 - b. Eligible Retirees must meet the following criteria:
 - Be a Certificated Teachers that has retired after the year 2000
 - Have completed 15 years of satisfactory certificated service to District prior to retirement
 - Hold a valid California Teaching Credential
 - Complete at least 8 hrs of District Approved Professional Development during each year of employment as a Short Term Instructional Consultant
 - c. Short Term Instructional Consultation may include : consultation with classroom teachers, review and support with lesson planning and classroom instruction.

- d. Eligible retirees will be offered Short Term Instructional Consultation on an “as needed basis” and with an appropriate skill to need match.

**ARTICLE FOURTEEN
TEACHING HOURS/ADJUNCT DUTIES**

14.

14.1 Length of Workday

- a. The workday shall be a seven and one-half hour day. Unit members shall have a minimum of forth-five (45) minute duty-free lunch period. The workday shall begin (20) minutes before the student instructional day and shall end (20) minutes following the end of the student instructional day except for the weekly shortened day.
- b. On those days when unit members are required to return for an evening meeting, i.e. Open House, Back-to-School Night, or similar events, unit members will be permitted to leave school at the end of the student instructional day.

14.2 Workload and Adjunct Duties

- a. All adjunct duties, i.e. yard duty, sports, dances, etc. within the workday which do not require full faculty participation shall be equitably distributed among unit members.
- b. Within the exception of an emergency situation, a unit member shall not be required to supervise students beyond the contractually-specified workday. Emergency situations are those things that are out of the ordinary and not part of the regular school routine.
- c. Unit members may be requested to supervise a maximum of two adjunct duties per year, excluding Open House and Back-to-School nights. Adjunct duties shall be equitably distributed among unit members. Each duty should not exceed approximately 3 hours.
- d. Adjunct duties shall not be assigned on a school day before a weekend adjacent to a school holiday.
- e. Adjunct duty assignments at public events located on the High School campus shall be supervised by a minimum of two staff members, one of which could be the athletic director. Parents/classified staff may be used as supplemental supervision if under the direction of a certificated employee with prior approval of Site Administrator. Staff members will be responsible for supervising the activities inside the gym.

14.3 Participation on Committees

Unit member participation on all District committees shall be on a voluntary basis whenever possible.

14.4 Staff Development

- a. It is the intent of the District and Association that all eligible certificated staff members participate in the District’s Staff Development Program. In furtherance of this goal, it is agreed that leave usage on the three State-funded Staff Development days shall be limited to serious situations such as personal illness of a staff member, the illness of an immediate family member which requires the presence of the unit member, or bereavement leave.

- b. The Superintendent shall consult with the Association regarding the content of the material covered on Staff Development Days. The Superintendent shall make the final decision regarding the content of Staff Development Days. Placement of the Staff Development Days shall be part of the calendar negotiations.
- c. The effectiveness of Staff Development Days in improving the District's instructional program shall be jointly evaluated by the Superintendent and Association.
- d. All District development workshops or programs for unit members shall occur during the workday.
- e. Costs related to participation in District Staff Development or programs shall be borne by the District.

14.5 Work Year

Unit members shall provide instruction for 180 days per year. The unit members' work year is 184 days.

14.5.1 One day per week, at the discretion of the District, shall be a shortened day for students.

14.5.1.1 On a monthly basis, these shortened days shall be used as follows:

- a) one day for grade level meetings/collaboration;
- b) one day for cross grade level meetings/collaboration;
- c) one day for District meetings;
- d) one day for Professional Development determined by the District and set at the beginning of the year in collaboration with AUTO;
- e) should there be a fifth day in any given month, the District may use the day at its discretion;
- f) regardless of a-e above, when this shortened day falls prior to grades being due the time shall be available for doing grades.

SECTION 14.5.1 will be an automatic reopener for negotiations for the 2017-2018 school year. Unless otherwise negotiated, Article 14.5.1 will sunset on June 30, 2017.

14.6 Preparation Period

- a. Weekly preparation time of no less than 200 minutes shall be provided to all teachers in no less than 35 continuous minute periods as part of their K-8 teaching assignment. In an emergency a teacher may be assigned to substitute in another class during his/her preparation period at the discretion of the Principal. The substitute teacher will be compensated for each period at their hourly rate equal to one sixth (1/6; or 2/6 in case of double block class) of his/her daily rate.
- b. Preparation periods shall normally be utilized for professional purposes, such as grading papers, preparing lessons, setting up demonstrations, maintaining equipment, etc. unless otherwise approved by the Principal.

14.7 An AUTO member may be assigned as a Teacher on Special Assignment (TOSA) by mutual agreement between the District and the teacher.

- 14.7.1 A TOSA will be placed on the TOSA salary schedule according to years of experience and academic preparation.
- 14.7.2 The TOSA salary schedule is based on a 204 day work year. If a TOSA works less than full time, the salary will be adjusted proportionally.

**ARTICLE FIFTEEN
PHYSICAL AND SAFETY CONDITIONS**

15.

15.1 Safe Working Conditions

- a. Teachers shall not be returned to work in unsafe conditions or to perform tasks that endanger their health, safety or well-being.
- b. Upon notification, the District shall eliminate or correct any unsafe, unhealthy or hazardous condition.
- c. In the event a CAL-OSHA Compliance Inspection Engineer comes to the District as a result of the implementation of California Occupational Safety and Health Act, as amended, and/or regulations relating thereto, the District will inform the Association and invite it to participate in the process.
- d. The District shall make available in each school a restroom and lavatory facilities for adult use and at least one room, appropriately ventilated and furnished, which shall be reserved for use as a faculty lounge.

15.2 Appropriate Classroom Furniture and Storage Fixtures

- a. Each spring the Principal will ask teachers to identify needed furniture, technology and fixtures for their rooms.
- b. The Principal will prioritize the needs and approve purchases within budget constraints.

15.3 Changing Classrooms

In the event that a teacher is required to change classrooms, the timeline for notification by the District to the employee shall not extend beyond the last day of school. The affected teacher shall receive an additional three (3) full days of pay at the regular hourly rate. If the change occurs during the school year the affected teacher shall have three (3) release days allotted for the move. In all cases, the teacher will be given a reasonable opportunity to participate in organizing the move.

The above timeline may be extended by the District beyond the last day of school in the case of an unforeseeable emergency. In this case the affected teacher will receive a total of eight (8) days of pay at the regular hourly rate.

**ARTICLE SIXTEEN
LEAVES**

16.

16.1 In accordance with the following adopted Board Policies/Administrative Regulations (See Appendix "C"):

Title	BP or AR Number	Date Board Adopted
Leaves	BP 4161, 4261	December 11, 2008
Leaves	AR 4161, 4261	December 11, 2008
Personal Illness/Injury Leave	AR 4161.1, 4361.1	May 13, 2015
Personal Leaves	AR 4161.2, 4261.2, 4361.3	May 13, 2015

Professional Leaves	AR 4161.3	February 15, 2001
Military Leave	AR 4161.5, 4261.5, 4361.5	November 16, 2006
Catastrophic Leave Program	AR 4161.9, 4261.9, 4361.9	May 17, 2007
Industrial Accident/Illness Leave	AR 4161.11, 4261.11, 4361.11	November 13, 2013
Family Care and Medical Leave	AR 4161.8, 4261.8, 4361.8	February 10, 2016

16.2 Personal Necessity Leave

16.2.1 Unit members shall submit notification and request for personal necessity leave to their immediate supervisor at least one (1) week prior to the beginning date of the leave, except where extenuating circumstances make this impossible.

Personal necessity may be used for the following reasons:

1. Death or serious illness of a member of the unit member's immediate family, other relatives or close/important relationships of the employee.
2. An accident involving the person or property of the unit member or unit member's immediate family which requires the unit member's immediate attention.
3. Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.
4. Personal business of a serious nature which the employee cannot disregard and cannot take care of outside of the workday.

Three (3) personal necessity days per school year may be taken at the discretion of the unit member who shall not be required to provide verification documentation or explain the underlying reason for the leave but shall provide at least one (1) week advance notice, except where extenuating circumstances make this impossible. However, these days may not be used to extend a holiday and these days are still subject to advance notice to the employer.

16.3 Bereavement Leave

16.3.1 A unit member shall be granted leave up to six (6) days of leave for the death of any member of the unit member's immediate family, as defined in AR 4161.2(a), without loss of pay or deduction from other leave benefits found in this Article. Such days need not be taken in consecutive order.

16.4 Jury Duty/Witness Leave

16.4.1 Unit members may be granted leave, without loss of pay, to appear in court as a witness, other than as a litigant, or to respond to an official order from duly authorized government agencies, for reasons not brought about by connivance or misconduct of the employee, or to serve as a juror.

16.4.2 Any compensation, less any mileage expenses at current IRS rate, received for appearance as a witness or from serving as a juror under this section shall be endorsed over to the District so that the unit member's compensation for any days of absence for the above purposes shall not be in excess of nor less than, her/his regular pay.

16.5 Industrial Accident or Illness Leave

A unit member involved in an industrial accident or illness caused by and during the scope and course of his/her employment with the District shall qualify for benefits under the following terms and conditions:

16.5.1 A maximum of sixty (60) days leave shall be allowed for each unit member in any one fiscal year.

16.5.2 When an industrial accident or illness overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due him/her for the same illness or injury.

16.5.3 The industrial accident or illness leave shall commence with the first day of absence.

16.5.4 The wages paid to the unit member while on industrial accident or illness leave shall be an amount which, when added to applicable temporary disability indemnity, will result in a payment to him/her of not more than his/her full salary. Payments received as a result of disability indemnity arising out of Workmen's Compensation shall be paid to the District. The District, in turn, shall issue the unit member warrants for payment of the unit member's salary and shall deduct normal retirement, other authorized contributions, and the temporary disability actually paid to and retained by the unit member for periods covered by the salary warrants.

16.5.5 Industrial accident or illness leave of a unit member shall be reduced by one day for each day of authorized absence regardless of a temporary disability award.

16.5.6 Upon the termination of the industrial accident or illness leave, a unit member may be entitled to use his/her regular sick leave.

16.6 Organizational Leave

16.6.1 Leave may be granted to unit members who are elected officers of AUTO of up to fifteen (15) days per school year for the purpose of enabling such unit members to serve as an elected officer of the Association or any statewide or national public employee organization with which the Association is affiliated; however, no one person may take more than five (5) days of this leave. This provision does not refer to at-the-table negotiating.

16.6.2 The Association shall reimburse the District for all compensation paid the unit member on account of the leave granted in 16.6.1 above. If a substitute is hired, the Association shall reimburse the District for the substitute's salary.

16.6.3 The Association member requesting such leave must notify his/her immediate supervisor at least two weeks in advance of the leave. In unforeseen circumstances which do not allow for such advance notice, the leave may be taken with the prior approval of the Superintendent, contingent upon the District being able to secure an adequate substitute, if one is appropriate to the duties.

- 16.6.4 All such leave must be taken on a full-day or half-day basis.
- 16.6.5 Such leave may not be utilized to participate or assist in concerted activities in this or other Districts or schools.
- 16.6.6 This leave is fixed at fifteen (15) days per fiscal year and unused leave does not accumulate from year-to-year.

16.7 Donation of Sick Leave

On forms prepared and approved by the District, any unit member may donate up to five (5) days accumulated, unused sick leave days, in full-day increments to a specifically named unit member who has suffered a long-term illness or disability and who has exhausted all fully paid leaves. Donated sick leave day(s) will be prorated from the donor(s) equitably. No unit member may donate more than five (5) days in any school year (July 1 through June 30).

The Association agrees that it will not file, on its own behalf or on behalf of any unit member, any grievance, claim or lawsuit of any kind related to any attempt by a unit member to retrieve donated sick leave used by another unit member pursuant to this provision. The Association also agrees that it will not file, on its own behalf or on behalf of any unit member, any grievance, claim or lawsuit of any kind which attempts to challenge in any way the legality or enforcement of this provision.

The Association agrees to indemnify and hold harmless the District from any loss or damages arising from the implementation of this provision.

In the event of any grievance, claim or lawsuit challenging the legality or enforcement of this provision, the District may terminate this provision upon written notice to the Association.

16.8 Incentive for Reduced Absences

16.8.1 Unit members shall receive a yearly bonus for exemplary attendance as follows:

16.8.1.1 Zero (0) days absent in a work year = \$500

16.8.2 Bonus payments shall be made in a single lump sum, no later than June 30

16.8.3 Part-time unit members shall receive a pro-rata bonus for which the unit member is eligible.

16.9 Hazardous Road Conditions

Two (2) storm days will be built into the school calendar. If unused, they will be returned according to the board adopted calendar. In the event that storm conditions warrant more than two school closure days, the following procedure will be implemented. An employee who is unable to reach his/her work site, or who must leave early in order to get home due to extremely hazardous and/or impassible road conditions, shall not lose leave and/or compensation. Teachers who remain behind to serve students, and are determined to have taken on extra duty by administration, shall receive an additional one-half (1/2) of their daily rate for the day. Any time students are sent home early, an employee may notify his/her immediate supervisor and leave if his/her residence is in the same area where the dismissed students live. On days when an employee is not able to get to work for the start of the work day, if conditions change by 11:00 AM on the impacted day, employees are expected to return to work.

The district will contact employees via phone or *One Call Now* in this situation. If an employee chooses not to return to work, they will be charged personal leave for the hours missed. It is understood that the “hours missed” is the time missed after the start time established at the time of the phone call.

**ARTICLE SEVENTEEN
CLASS SIZE**

17.

17.1 The District shall make every effort to equally distribute students and shall make every effort not to exceed the following class maximum:

a.

Elementary	Class Size
Kindergarten	22
1-3	22
4-5	30 Average Class Size
6-8	30 Average Class Size
Combination 4-8	28 Individual Class Size Maximum

b. RSP caseload is 28:1; SDC/LH maximum caseload is 12:1; SDC/SH maximum caseload is 10:1. When a teacher’s caseload includes a combination of students from different education programs, the above ratios shall be maintained (for example, if a teacher has a caseload of 14 in RSP and 6 SDC/LH or 5 SDC/SH, that would be a full caseload).

17.2 If a class size exceeds the class maximum, the following options will be considered:

- a. A district paid aide will be hired to work in the affected class.
- b. Students shall be moved to maintain class size maximums. In this case, the District may reschedule students, hire an additional teacher to alleviate the overcrowded class, or create a combination class.
- c. A stipend of \$250 per student in excess of the class size limit per semester will be granted to the teacher of the overcrowded class. This will be paid at the end of each semester, and based on official class enrollment twenty (20) days after the start of the instructional year and fifteen (15) days after the commencement of the second semester.
- d. Compensation time will be granted to the teacher in the overcrowded class.

17.3 A decision will be reached and one or more option(s) from 17.2 will be exercised by the administration after discussion with the teacher.

17.4 Aides may be assigned by the principal in smaller classes, as needed, due to students with special needs.

17.5 The District and the Association recognize that it may be necessary from time-to-time, to form classes comprised of students of different grade levels. These combined classes, while occasionally necessary, should be scheduled only when no other suitable alternative exists. A stipend of \$500 per semester will be paid to a teacher assigned to teach a combination class.

ARTICLE EIGHTEEN

PROFESSIONAL GROWTH

- 18.
- 18.1 A teacher may receive up to fifteen (15) units of credit on the salary schedule per academic year.
- 18.2 A teacher may receive one unit of credit for every fifteen (15) participant hours of board approved staff development activities that are over and above staff development days. Travel time is not included in this fifteen (15) hours.

ARTICLE NINETEEN CONSULTATION

- 19.
- 19.1 The Association has the right to consult on the definition of educational objectives, the determination of the context of courses and curriculum, the selection of textbooks, and Board actions, or changes in written Board policies and/or written Administrative Rules and Regulations which affect employees covered by the terms of this Agreement.
- 19.2 The Association may exercise its right to consult on proposed Board action(s) by requesting consultation on the subject(s).
- 19.3 Should the Association exercise its right to consult, within five (5) days the parties shall meet to exchange information, options, proposals and recommendations freely and to make a good faith effort to reach a resolution on the matter(s) under consideration.
- 19.4 The District shall give full consideration to such presentations made by the Association prior to arriving at a determination of policy or course of action.

ARTICLE TWENTY HEALTH AND WELFARE BENEFITS

- 20.
- 20.1 Employee and Dependent Insurance Coverage:

For eligible insured who are employees as of July 1, 2013, an increase in the medical benefits cap to \$14,120 (an increase of \$500 over current cap), prorated for employees who are less than .85 FTE, per Staywell language. This cap constitutes the total District-paid portion of the medical benefits package, which includes medical, dental and vision coverage. Any medical benefit expenses beyond \$14,120 are the responsibility of the employee. The \$500 increase in District-paid medical benefits eliminates the side fund account that used to pay a portion of the deductibles, but increases the District contribution toward the premiums by \$500. Employees are responsible to pay all deductibles.
- 20.2 A teacher on any board approved leave without pay, shall have the option to continue to receive employee benefits coverage for the period of the leave upon a month-to-month reimbursement by the teacher to the District at the group rate. The District will make no contribution towards employee health/vision or dental insurance program for a teacher on Board approved leave of absence without pay.

- 20.3 For the duration of this Agreement, should a teacher's employment terminate (voluntary or involuntary) he/she shall be entitled to continue the coverage under the COBRA health/vision and dental plans for a period of 18 months from the date of termination at the individual's expense.
- 20.4 A part-time teacher (.50 FTE to .849 FTE) will be eligible to receive benefits on a pro rata basis. Members employed .85 FTE or more will receive District benefits.
- 20.5 All requests for continued coverage by retiring or part time teachers shall be submitted in writing thirty (30) days prior to the end of the fiscal year.
- 20.6 Retired District employees may continue membership in any of the District's medical and related fringe benefit plan at the retiree's expense. This section is subject to the approval of the insurance carrier.

**ARTICLE TWENTY-ONE
TEACHER LEADERSHIP/ACADEMIC SUPPORT TEAM**

- 21.
- 21.1.1 Arena Elementary shall maintain a Leadership Team composed of five teachers and the principal. The purpose of the Leadership Team is to assist the principal in carrying out leadership responsibilities, support the principal in instructional leadership and school site management, and advise the principal in making decisions to ensure the continuity of Arena's programs and the likelihood of student success.
- 21.1.2 The membership of the Leadership Team shall be the principal, two members appointed by the principal, one to act as Principal's Designee, and three members appointed by AUTO. An effort will be made to maintain a balance on the Team between new and experienced unit members and between grade levels. Participation in the Leadership Team shall be voluntary.
- 21.1.3 Members of the Leadership Team shall attend monthly Team meetings. Through these meetings, they shall be available to the principal for consultation and advice. Team meetings shall also be a vehicle for Team members to act as liaisons between the teachers and the principal by sharing teacher questions, concerns, and ideas with the principal and bringing the principal's questions, concerns, and ideas back to the teachers. By communicating with and through the Team, the principal shall gather input (consisting of information and/or opinions) from the majority of the faculty, by communicating with and through the Team before making decisions affecting curriculum, scheduling, staffing (numbers and positions), course offerings, room assignments, and staff development.
- 21.1.4 Members of the Leadership Team shall share leadership responsibilities with the principal. Each teacher member shall be assigned a leadership role by the Team at the beginning of each school year. These roles may be changed in the course of the year by mutual consent of the principal and a majority of the Team members. Teacher leadership roles may include but are not limited to the following: emergency preparedness, school calendar and event organizer, secretary/note-taker for Team and staff meetings, parent-community outreach, and professional development coordinator.

- 21.1.5 The Principal's Designee acts as principal when the principal cannot be at school. When acting as Principal's Designee, the teacher's regular duties shall be covered by a substitute teacher, whenever possible, provided by the District. Whenever and to the extent possible, the Principal's Designee shall be given enough notice to allow adequate time to prepare for the day(s) he/she must be out of the classroom. In case of emergency, team members may be asked to temporarily assume additional administrative responsibilities.
- 21.2 Academic Support Team
- 21.2.1 The role of the AST Coordinator is to coordinate the curricular specialists, special education specialist, counselors, principal, and the referring and concerned teachers. The AST Coordinator is responsible for scheduling of AST meetings, all paper work and related filing, and notifying those who are required to attend. The AST Coordinator is not eligible to receive Leadership Team or Specialists' stipends.
- 21.2.2 Teacher AST participants will be paid \$30 per meeting for all additional meetings beyond the expected non-compensated 10 AST per year.
- 21.2.3 The teachers will track their attendance on an Academic Support Team form and, per STRS rules, submit timesheets monthly, by the 20th of each month. Timesheets submitted after the deadline may be subject to a fine from STRS.

ARTICLE TWENTY- TWO COMPENSATION

- 22.
- 22.1 Teachers shall be paid on the negotiated salary schedule as posted.

ARTICLE TWENTY- THREE SALARY PLACEMENT

- 23.
- 23.1 Classification by Professional Preparation
- a. A teacher shall be placed on the appropriate class of the salary schedule in accordance with the degrees and advanced preparation he/she has completed.
 - b. A teacher may be given credit for up to seven (7) years teaching experience at the time of initial placement on the salary schedule.
 - c. Point Arena School Intra district transferees shall retain current placement on the salary schedule.
- 23.2 Step Requirements
- a. Advancement on the salary schedule shall be at the rate of one (1) step for each year of teaching experience for a teacher who is .75 FTE or more, and works at least 75% of the contractual year
 - b. Advancement on the salary schedule shall be at the rate of one (1) step every other year for teachers who are employed at .50 to .74 FTE and work at least 75% of the contractual year.
- 23.3 Career Increments
- a. A teacher who has a Master's Degree Shall receive the negotiated amount added to his/her basic salary rate. A teacher who has a Doctorate degree shall

receive the negotiated amount added to his/her salary rate. No Teacher shall receive recognition for more than one (1) advanced degree at any one time.

- b. Upon verification by the Superintendent, each teacher will be entitled to a reimbursement of up to \$100.00 per year for expenses undertaken to further his/her professional education.

23.4 Units Conversion

- a. Quarter units are converted to semester units by multiplying the quarter units by two-thirds (2/3). If this multiplication results in a fraction that when added to the other semester units is within one half (1/2) unit from the required units for qualifying for the next column, then the fraction shall be rounded up to the next whole number and the teacher shall be placed on the next column.
- b. The District shall provide each teacher by December of each school year, a statement of the number of units that the District has on file with a copy placed in his/her personnel file.

ARTICLE TWENTY- FOUR TEACHER EVALUATION

24.

24.1

- a. Probationary teachers shall be evaluated annually.
- b. The performance of each certificated employee with permanent status shall be evaluated and assessed on a continuing basis as follows: (Education Code 44664)
 - 1. At least every other year
 - 2. At least every five years if all of the following conditions are met:
 - a. The employees has been employed by the district at least 10 years.
 - b. The employee meets the qualifications of a highly qualified as defined in 20 USC 7801, of the federal No Child Left Behind Act, if 20 USC 6319 requires that his/her position be filled by a highly qualified teacher
 - c. The employee's previous evaluation rated him/her as meeting or exceeding evaluation standards.
 - d. The evaluator and the employee agree to this schedule. Either the evaluator or the employee may withdraw consent at any time.
 - 3. Permanent teachers who receive unsatisfactory or needs to improve on their evaluations will be evaluated the subsequent year.
 - 4. Permanent teachers who receive unsatisfactory or needs to improve on specific areas of their evaluations will be evaluated only on those specifically defined areas the subsequent year.
 - 5. Noninstructional certificated employees shall be evaluated on their performance in fulfilling their defined job responsibilities. (Education Code 44662)

- 24.2 The following staff evaluation procedures will be implemented.
- a. By October 15, the evaluator will hold a pre-evaluation conference with each teacher scheduled for evaluation at which teacher-directed and district-directed goals shall be established, based upon the California Standards for the Teaching Profession. Before the process begins, the evaluator will make it clear to teachers in writing on what they will be evaluated. Observations and written comments will focus on the agreed-upon goals. If an observation reveals a critical issue outside of the stated goals, the evaluator may, in conversation with the teacher, establish additional goals to be observed in subsequent observations and establish a plan to support those goals.
 - b. A copy of goals and objectives and the results of observations, including recommendations, shall be given to each teacher and placed in his/her personnel file.
 - c. The Teacher Evaluation Form shall be completed by March 1 and be specific in describing positive action to correct any cited deficiencies. The report shall include but not be limited to recommendations for improvement. Areas of strength shall be noted on the Teacher Evaluation Form.
 - d. Methods of assessment shall include self evaluation, observation, discussions, conferences and formal observation forms.
- 24.3 Evaluations shall be based on the evaluator's first hand information and will follow the process as outlined in Teacher Evaluation Form. There shall be a minimum of two formal observations and other informal observations as appropriate prior to the final evaluation.
- a. The formal observations will follow best practices;
 1. The evaluator will schedule the observation time and date at least one week in advance. Except in the case of critical emergency, if the schedule must be altered, the teacher will be notified in advance and the evaluator will reschedule with the aforementioned requirements.
 2. The evaluator will observe the whole lesson or class period.
 3. The evaluator will hold a post-observation conference to discuss the lesson.
- 24.4 The Principal will develop Teacher Evaluation Forms. All forms must be mutually agreeable to District and AUTO.

ARTICLE TWENTY- FIVE PERSONNEL FILES

- 25.
- 25.1 A teacher shall be provided a copy within five (5) days of all derogatory material when it is to be placed in his/her personnel file. He/she shall be given an opportunity to prepare a written response within ten (10) days to such material. The written response shall be attached to the material.
- 25.2 Derogatory material shall be placed in the teacher's personnel file within twenty (20) days after the incident upon which it is based has occurred and/or twenty (20) days after District personnel become aware of the incident.

- 25.3 Upon written authorization by the teacher, a representative of the Association shall be permitted to examine and/or obtain a copy of material in such teacher's personnel file.
- 25.4 A teacher may request that commendations or other evidence of meritorious conduct be placed in his/her personnel file. A written response will be given if the material is not placed in his/her personnel file.
- 25.5 The person(s) who draft and/or place material in a teacher's personnel file shall sign the material and signify the date on which such material was drafted and placed in the file.
- 25.6 The Superintendent shall keep a log indicating the person(s) who have requested and received permission to examine a teacher's personnel file, as well as the date such examination was made. Such log shall be available for examination by the teacher or his/her Association representative if so authorized by the teacher.
- 25.7 Access to personnel files shall be limited to the District Superintendent and personnel staff on a need-to-know basis. Board members may request review of a teacher's personnel file at a closed session of the Board. The contents of all personnel files shall be kept in strict confidence.


AGREEMENT BETWEEN
Arena Union Elementary School District
And
Arena Union Teachers Organization

1. The Articles and provisions contained herein constitute an agreement ("Agreement") by and between the Governing Board of the Arena Union Elementary School Board of the Arena Elementary School District and the Arena Union Teachers Organization ("Organization"), an employee organization.
2. This Agreement is entered into pursuant to Chapter 10.7, Section 3540-3549 of the Government Code (Act").
3. This Agreement shall remain in full force and effect from July 1, 2016 to June 30, 2019.

TENTATIVE AGREEMENT



Brent Cushenbery
Chief, District Negotiator



Bob Shimon
Board Negotiator

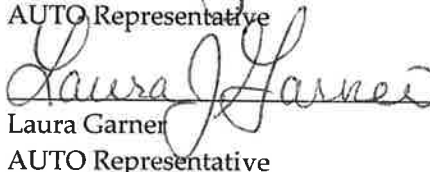


M. Vikki Robinson
Board Negotiator

11/2/16
Date: _____



Wendy Brooks
AUTO Representative



Laura Garner
AUTO Representative

11/2/16
Date: _____

BOARD APPROVAL



Bob Shimon
Board President

11/9/16
Date: _____