

2013-2016

AGREEMENT BETWEEN

The

GOVERNING BOARD

Of The

POINT ARENA JOINT UNION HIGH SCHOOL  
DISTRICT

And

POINT ARENA HIGH SCHOOL TEACHERS  
ASSOCIATION  
(PAHSTA)

"Arena Union Elementary and Point Arena Joint Union High School 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 The Articles and provisions contained herein constitute an agreement (“Agreement”) by and between the Governing Board of the Point Arena Joint Union High School District (“Board”) and the Point Arena High School Teachers Association (“Association”), an employee organization.
- 1.2 This Agreement shall be in full force and effect from July 1, 2013 to June 30, 2016.

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:

No later than April 1, for each year of the term of this contract, PAHSTA shall present the District its initial proposal regarding re-openers for this Agreement. Each party shall have the right to reopen this Agreement in the areas of salary, health and welfare benefits, and three additional articles.

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.

ARTICLE THREE  
NEGOTIATION PROCEDURE

- 3.
- 3.1 The Board shall meet and negotiate in good faith with the Association on negotiable items. Any agreement reached between the parties shall be reduced to writing and signed by each party.
- 3.2 Either party may utilize the services of outside consultants to assist in the negotiations.
- 3.3 All negotiations and/or impasse proceedings will be done by a committee consisting of no more than three (3) PAHSTA certificated representatives, and no more than three (3) District representatives unless otherwise agreed on.
- 3.4 Negotiations shall take place at mutually agreeable times and places, provided that meetings shall be held within ten (10) days from receipt of a written request.
- 3.5 On request, the Board shall furnish the Association with two (2) copies of the district budget and a copy of all budgetary memos, worksheets and printouts provided for public distribution.
- 3.6 Not later than November 15, the Board shall furnish the Association with the placement of personnel on the respective salary schedule as of November 1.

ARTICLE FOUR  
MISCELLANEOUS PROVISIONS

- 4.

- 4.1 This Agreement shall supersede any Board Policy, administrative regulation or contract, which is, or may in the future be contrary to, or inconsistent with its term.
- 4.2 The provisions of this Agreement shall not be interrupted or applied in a manner which is arbitrary, capricious or discriminatory by either party. Rules, which are designed to implement this Agreement, shall be uniform in application and effect.
- 4.3 Any individual contract between the Board and an individual teacher heretofore executed shall be subject to, and consistent with the terms and conditions of this Agreement.
- 4.4 In the event the State provides the opportunity, The Board of Education may act to open a retirement window for the "Golden Handshake".

ARTICLE FIVE  
MAINTENANCE OF BENEFITS

- 5.
- 5.1 The Board shall not reduce or eliminate any previously negotiated benefits and/or past practice listed on Appendix A which were enjoyed by teachers as of the effective date of this Agreement unless otherwise provided by the express terms of this Agreement.

ARTICLE SIX  
SAVINGS

- 6.
- 6.1 If any provision of this Agreement or any application thereof is held by a court of appropriate jurisdiction to be contrary to law, then such provision or application will be deemed invalid, to the extent required by such court decision, but all other provisions or applications shall continue in full force and effect.
- 6.2 Should a provision of application be deemed invalid, as described in paragraph 1 above, either party may request a meeting to negotiate. If such a request is made, the parties shall meet not later than ten (10) days after such court decision to renegotiate the provision or provisions affected.

ARTICLE SEVEN  
ASSOCIATION RIGHTS

- 7.
- 7.1 The Association and its members shall have the right to make use of the school equipment and facilities. Such equipment shall include computers, fax machine, copy machine, email, and all types of audiovisual equipment when such equipment is not otherwise in use and it is not disruptive to the normal functions of the school. Excessive use of this privilege may result in an assessment by the District and compensation for use of facilities and equipment as outlined in Board policy. Members will not use facilities or equipment for personal gain or profit.
- 7.2 The Association shall have the right to post notices of activities and matters of Association concern on the bulletin board in the Staff Lounge.
- 7.3 The Association may use the teacher mailboxes for communication to teachers.
- 7.4 Authorized representatives of the Association shall be permitted to transact official Association business on school property at times when they are not teaching and out of the presence of students.

ARTICLE EIGHT  
PERSONNEL FILES

- 8.
- 8.1 A teacher shall be provided a copy 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 to such material. The written response shall be attached to the material.
- 8.2 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 within twenty (20) days after disciplinary procedures have been closed or when District personnel become aware of the incident.
- 8.3 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.
- 8.4 A teacher may request that commendations or other evidence of meritorious conduct be placed in his/her personnel file.
- 8.5 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.
- 8.6 The Superintendent or designee 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.
- 8.7 Access to personnel files shall be limited to the members of the District Office and the Districts' legal council on a need-to-know basis. Board members may request the 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.
- 8.8 A teacher may request any derogatory materials that has been in his/her personnel file for five (5) years be removed. A written response will be given if the material is not removed. Materials may be removed upon request, after review by Superintendent, Site Administrator and Teacher.

ARTICLE NINE  
WORK DAYS

- 9.
- 9.1 A new teacher may be required to perform services, including attendance at workshops, tours, or civic meetings, five (5) days before the first day of required student attendance.
- 9.2 A teacher who has been previously employed in the District ("returning teacher") shall be required to perform services in accordance with the adopted calendar. It is expected that the teacher will do those things necessary prior to the opening of school so that on the first day of student attendance the following conditions exist:
- a. Classroom will be organized and arranged in an attractive, ready-to-begin manner.
  - b. Instruction begins on the first day.

- c. Lesson plans for the first week of school will be outlined and available to the Principal.
- 9.3 The school year may be extended up to five (5) additional work days beyond the District calendar in the event of unforeseen cancellation during the regular school year, to conduct classes to meet State required days of student attendance. A teacher who works beyond their contracted number of days established on the official school calendar, shall be compensated at a daily rate equal to his/her placement on the salary schedule.

ARTICLE TEN  
ASSIGNMENTS

10.

COMBINED CLASSES

- 10.1 The Board and the Association recognized that it may be necessary from time to time, to form classes comprised of students at varied levels of ability or achievement. These combined classes, while occasionally necessary, should be scheduled only when no other suitable alternative exists.

CLASS SIZE

- 10.2 The Board and Association understand the complexity and difficulties in scheduling classes. Reasonable class size is essential to good education. Therefore, the district will keep class size within the limits and constraints imposed by classroom and materials considering thirty (30) students as an ideal maximum.

- 10.2.1 The Board and Association realize that there are facility and equipment limitations in some instructional areas that require special consideration. Currently the following facilities have teaching/learning situations for specific number of students, which shall be used as guidelines for assigning students:

- |                            |                            |
|----------------------------|----------------------------|
| a. Art                     | Twenty- four (24) students |
| b. Auto Shop               | Twenty (20) students       |
| c. Computer Classes        | Twenty (20) students       |
| d. Wood Shop               | Twenty (20) students       |
| e. Laboratory Science      | Twenty (20) students       |
| f. Construction Technology | Twenty (20) students       |
| g. Photo Classes           | Twenty (20) students       |
| h. Weight Room             | Twenty (20) students       |
| i. Ceramics                | Eighteen (18) students     |

- 10.2.2 In addition to the above mentioned guidelines the following should also be considered in determining class size:

- a. Total enrollment in teacher's daily schedule.
- b. Class requirements and prerequisites.

- c. Equipment and/or material available to the teacher and/or students.

#### MASTER SCHEDULE

10.3

- 10.3.1 Members of the Association shall be involved in the development of the Master Schedule.
- 10.3.2 Teachers shall be given drafts of preliminary schedules in order to review and make suggestions.
- 10.3.3 Teachers shall be provided a copy of the Master Schedule, tentative teaching assignments for both semesters and projected enrollment lists for the fall semester by June 1.

#### ARTICLE ELEVEN PROFESSIONAL TEACHERS DAY

11.

- 11.1 Teaching is a profession and cannot be confined to “on site” hours alone. However, in order to provide a definite understanding regarding the amount of on-site professional service, a work day is defined in this contract under Teaching Hours in Article 11.3.1.
  - a. Professional events which may include Back to School Night, Senior Awards, Academic or Special Programs initiated by the Principal may take place beyond the “on site” hours described in paragraph 1 above. All events, as outlined above, necessitate at least one-week prior notice and mandatory non-compensated attendance will be held to three (3) such events per year.
  - b. Teachers may choose to volunteer for additional extracurricular/extra duty activities and will be compensated a flat rate of fifty dollars (\$50) for each additional activity.
  - c. Part time teachers will be assigned three (3) extracurricular/extra duty activities on a pro rated basis. Part time teachers may also volunteer for compensated extracurricular/extra duty activities.
  - d. When not engaged in actual classroom teaching during “on-site” hours, a teacher will devote such time to preparation for future instruction, evaluation of students or, other assignment that are consistent with the teaching profession made by the Principal.
  - e. A teacher’s lunch period shall not be considered as being “on site”.
  - f. A teacher leaving campus during “on site” hours shall check out/in at the office.

#### PREPARATION PERIOD

11.2

- 11.2.1 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.
- 11.2.2 A preparation period is provided as a part of a teaching assignment, however, upon occasion, a teacher may be assigned to substitute in another class or



perform other professional assignments at the discretion of the Principal. The teacher will be compensated for each period at a rate equal to one sixth (1/6: or 2/6 in case of double block class) of his/her daily rate.

#### TEACHING HOURS

#### 11.3

- 11.3.1 The length of the teacher “on site” time, including preparation time, morning break, lunch and time required before and after school shall not exceed fifteen (15) minutes before and twenty-five (25) minutes after the regular school day for students, with the exception of those days when staff meetings or in-service activities are held.
- 11.3.2 All part-time teachers who teach more than half-time are required to be available at least fifteen (15) minutes prior to and following their assignments. Teachers who work less than half time are required to be available at least ten (10) minutes before and after their assignment. Occasional adjustments of the above can be made by prior arrangement with the Principal.
- 11.3.3 All full-time teachers shall have one (1) unassigned period per cycle of classes set-aside for preparation and planning. Part time teachers (5 periods or less) shall receive a pro-rated preparation period.
- 11.3.4 Teachers shall be entitled to a thirty (30) minute duty-free uninterrupted lunch period during the regular student lunch period.
- 11.3.5 The length of the teacher workday is not affected by scheduled minimum days for students except for those preceding a holiday as indicated on the adopted District calendar. On minimum days before a holiday, teachers may leave fifteen (15) minutes after the student day ends.
- 11.3.6 Mandatory meetings held on a regular teaching day shall be scheduled to end no later than 4:30 p.m. Two (2) mandatory meetings a month may be held.
- 11.3.7 Every effort should be made to schedule Individual Educational Program meetings using the guidelines contained in these provisions, and any such meetings are exempt from the 4:30 p.m. requirement. Teacher participation in these meetings shall be consistent with Board and SELPA policies.

#### ARTICLE TWELVE

#### PROFESSIONAL DEVELOPMENT

#### 12.

- 12.1 In-service training held on a teaching day shall be scheduled to end no later than 4:30 p.m. unless otherwise agreed to by the teachers.
- 12.2 Teachers may request a Professional Development Day to pursue inservice training. Expenditures shall be governed by Board Policy.
  - 12.2.1 Staff Development
    - a. It is the intent of the District and the Association that all eligible staff members participate in the District’s Staff Development Program.

- b. The Superintendent shall consult with the Association and the Site Administrator regarding the content of the material covered on Staff Development Days. Placement of the staff development days shall be part of the calendar discussions.
- c. The effectiveness of Staff Development Days in improving the District's instructional program shall be jointly evaluated by the Superintendent, Association and Site Administrator.
- d. Costs relating to participation in District Staff Development or programs shall be borne by the district.

12.2.2 In a seven period day a teacher shall not teach six distinctly different regularly scheduled courses with a total of 60 or more contacts without additional compensation. The Principal shall request for compensation. Annual financial compensation shall be as follows:

No. of student contacts/day	Amount of Money
60	\$500
80	\$1000
100	\$1500

A regularly scheduled class is defined as any course not taught on an independent study basis. It does not include the Activity Director's assignment period, or the Athletic Director's assigned period. Teachers shall be eligible for 1/2 the compensation each semester.

12.2.3 Teachers are responsible for maintaining all California Credentials in effect at the point of hire with the District as well as those received during the time of their employment.

### THIRTEEN TRANSFERS

13.

#### VOLUNTARY TRANSFERS OR REASSIGNMENTS

- 13.1 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 materials whenever a unit member is reassigned.
- 13.2 A teacher may submit a written request for transfer or reassignment to any position within the teacher's bargaining unit, provided that:
  - a. The request is submitted to the Principal or Superintendent prior to March 1 or within 20 working days after official posting of opening to effective the following school year.
  - b. Should an opening occur during the summer, the District shall notify all appropriately credentialed teachers by mail at the time of the opening and email notification will be sent to the Association President.

- c. The assignment requested is open the following school year, or can be arranged through transfers.
  - d. A suitable replacement can be obtained for the teacher's current position.
- 13.2.1 The Superintendent and Principal will evaluate the request, taking into consideration such factors as the welfare of the students, qualifications and service of the teacher, suitability for the position requested, other applications and transfers requested for the position, and overall needs of the District.
  - 13.2.2 A request for transfer or reassignment may be withdrawn by the teacher at any time before the meeting at which the request is considered by the Board. After the request has been granted, consideration for withdrawal will be at the discretion of the site administrator.
  - 13.2.3 Should the transfer request be denied, the reason shall be given to the teacher in writing.

#### INVOLUNTARY TRANSFER OR REASSIGNMENT

13.3

- 13.3.1 The Superintendent may, with the approval of the Board, transfer a teacher to another position in the same bargaining unit, when the transfer will, in the Superintendent's opinion, be in the best interest of the District. Involuntary transfers may be made for a number of reasons, including, but not limited to: professional growth of the teacher, opportunity to evaluate the teacher in a different school, assignment, or grade level, cancellation or reduction of a particular program, and illness, disability, or resignation of other personnel.
- 13.3.2 Involuntary transfer will be made prior to the commencement of the school year whenever possible, but conditions may require such transfer at any time. Consideration shall be given to seniority, credentialing and experience. The final decision on the involuntary transfer of teachers will be based on credentialing and seniority (the least senior teacher with the appropriate credential).

#### MULTIPLE SITE ASSIGNMENT

- 13.3.3 A teacher involuntarily transferred may request a written statement from the Superintendent of the reasons for the transfer, and the request shall be responded to within five (5) school days. The teacher shall also have a meeting with the Superintendent to discuss the transfer and the reasons of it, upon request.
- 13.3.4 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
5. Appropriate facilities and instructional materials will be provided at each site.

The Multi-Site Teaching Assignment Plan may be modified at anytime during the school year by both Principals/designees with the consent of the teacher.

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

A teacher hired to teach at multiple sites, (Point Arena High School and Arena Elementary School) shall have a window of opportunity annually (first full week of student attendance) to choose a representative bargaining unit (either PAHSTA or AUTO). The teacher will be entitled to and responsible for all the provisions of the chosen bargaining unit contract.

Such a teacher shall accrue seniority separately at each site in accordance with Ed. Code.

#### ARTICLE FOURTEEN COURSE REVISION/DEVELOPMENT

14.

- 14.1 If a teacher is scheduled to teach a course in the upcoming school year they will be given the opportunity to be involved in developing new or revised course description, course outline, and curriculum guide which will include the materials to be used for his/her teaching assignment and an estimated budget for the upcoming school year. Final approval on all course revisions and development of new courses rests with the Board of Trustees.
- a. Course description: includes aims and objective, methods of instruction, methods of evaluation, textbooks and materials,
  - b. Course outline: A comprehensive, specific, and sequential description of all major course elements including activities, concurrent reading, and State curriculum standards references.
  - c. Curriculum guide: A comprehensive and sequential compilation of all course material other than textbooks.
  - d. Budget: An educated estimate of materials and costs for the upcoming year.

- 14.2 A teacher, when notified by December 1 that a minor revision is necessary in any course material for a class for which he/she is currently assigned, is expected to provide a draft to the Principal by May 1. The final revision is to be completed and forwarded to the board by the end of the school year. A minor revision is defined as minor changes made to a course as a result of yearly review.
- 14.3 A teacher who develops a new course or major revision to an existing course shall receive compensation in the amount of \$550.00. Advanced written agreement between the teacher and the Principal is required. A major revision is defined as substantially changing the depth, breadth, or orientation of the course.
- a. Request for remuneration shall be in writing, agreed to by the teacher and approved by the administration. The remuneration shall be processed when the course material or revision is submitted and approved.
- 14.4 The teacher who develops curriculum shall not retain ownership rights to the curriculum which he/she writes but may retain a copy for personal use.
- 14.5 A teacher who declines to produce new course material will use that which is provided by the district.

#### ARTICLE FIFTEEN PUBLIC ALLEGATIONS

- 15.
- 15.1 Any parent or citizen complaint made to a district administrator about a teacher shall be reported to the teacher. The report shall be made by the end of the following working day immediately to the teacher by the administration.
- 15.2 Should the involved teacher, the complainant or the administration believe that the allegations in the complaint are sufficiently serious to warrant a meeting, a meeting will be arranged by the administration. An Association representative may be present at said meeting, if so requested by the teacher. An administrator shall be present.
- 15.3 If the matter is not resolved at the meeting to the satisfaction of the complainant, he/she shall put his/her complaint in writing within ten (10) teacher work days and submit the original to the teacher with a copy to the teacher's Principal. The teacher may prepare a written response within five (5) days to such complaint. The response shall be attached to the written complaint. If no written complaint is received within ten (10) teacher work days the matter shall be dropped.
- 15.4 The written complaint and the attached response shall be forwarded to the Superintendent. The Superintendent shall meet with the teacher and Principal within ten (10) teacher work days to discuss the complaint prior to determination if further action is to be taken.
- 15.5 If it is determined through the complaint procedure that the allegations regarding a teacher are untrue, such material shall not be placed in his/her personnel file.

#### ARTICLE SIXTEEN LEAVES

- 16.
- 16.1 In accordance with the following adopted Board Policies/Administrative Regulations:  
(See Appendix E)

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 30, 2002
Personal Leaves	AR 4161.2, 4261.2, 4361.3	June 24, 2010
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, 4361.11	November 13, 2013
Family Care and Medical Leave	AR 4161.8, 4261.8, 4361.8	November 13, 2013

ARTICLE SEVENTEEN  
TEACHER EVALUATION

- 17.1 All permanent teachers shall be evaluated bi-annually.
- 17.2 The following staff evaluation procedures will be implemented.
- a. A mutually acceptable written set of goals/objectives will be developed by each teacher and will be revised by his/her Principal by October 15.
  - 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 written report shall be completed by March 1 and be specific in describing positive action to correct any cited deficiencies. The report shall include but shall not be limited to recommendations for improvement, with direct assistance in implementing such, i.e., release time for the teacher to visit and observe other classes, workshops, supervision, consultations, etc.
  - d. Methods of assessment shall include self-evaluation, observation, discussions and conferences.
- 17.3 Evaluations shall be based on the evaluator's first-hand information.
- 17.4 Teacher performance evaluations will be governed by the attached evaluation handbook (attachment D).
- 17.5 The performance of each certificated employee with permanent status shall be evaluated and assessed on a continuing basis as follows:
- a. At least every other year
  - b. At least every five years if all of the following conditions are met:
    1. The employees has been employed by the district at least 10 years.
    2. 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
    3. The employee's previous evaluation rated him/her as meeting or exceeding evaluation standards.
    4. The evaluator and the employee agree to this schedule. Either the evaluator or the employee may withdraw consent at any time.

- c. Permanent teachers who receive unsatisfactory or needs to improve on their evaluations will be evaluated the subsequent year.
  - d. 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.
- 17.6 Each probationary certificated employee shall be evaluated at least once each school year.
- 17.7 In addition, probationary teachers shall be formally observed and given constructive feedback at least once each semester and more often when necessary, as part of the evaluation process. Within three school days of each formal observation, a conference shall be held between the evaluator and the probationary teacher.

ARTICLE EIGHTEEN  
STATUTORY CHANGES

- 18
- 18.1 If the law changes and impacts this agreement either side may opt to open negotiations on the affected provision.

ARTICLE NINETEEN  
GRIEVANCE PROCEDURE

- 19.
- 19.1 Definition
- a. Grievance: Any alleged violation, misinterpretation, or misapplication of the terms and conditions of this contract.
  - b. Grievant: A District employee in the unit covered by this Agreement who is filing a grievance, or the Association when the alleged contract violation applies exclusively to the Association.
  - c. Conferee: A person who is not a party to the grievance who is asked by either party to serve as the party's advisor.
  - d. Party-In-Interest: Any person who might be required to take action or against whom action might be taken in order to resolve the claim.
  - e. Site Administrator: The administrator having immediate jurisdiction over the employee who is filing the grievance.
  - f. Day: Any day in which teachers are required to render service to the District.
- 19.2 General Provisions
- a. Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration or to have the grievance adjusted without the intervention by the Association, provided the adjustment is consistent with the terms of this Contract and the Association has had an opportunity to file a response stating its views. Only the Association has the right to take a grievance to arbitration.

- b. The time limits may be extended only by mutual written agreement of the Superintendent and the Grievant.
- c. If the District does not respond in established time limits, the grievant may appeal to the next level. If the grievant does not appeal to the next level in the established time limits, the grievance is deemed to be resolved.
- d. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
- e. Prior to the time the grievance is resolved, the parties agree to keep the grievance confidential.
- f. It shall be the responsibility of all parties involved in a dispute to resolve such dispute at the lowest possible level.
- g. Persons called upon to attend meetings within the working day shall not lose pay because of such meetings.

19.3 Level 1:

- a. When an employee believes a grievance exists, he/she shall submit the grievance in writing requesting an informal conference with the person whose action or inaction gave rise to the grievance. This must take place within twenty days after the occurrence of the action or inaction, or when the Grievant knew or should have known a grievable event had occurred. The conference shall take place within 10 days of the written request.
- b. The employee shall have the right to select a conferee to be present at the informal conference.
- c. If the dispute is not resolved informally, and the employee wishes to pursue the matter a written copy of the grievance shall be submitted to the Principal within ten days of the date of the informal conference. Within ten days of receipt of the written grievance the Principal shall submit a written response to the grievance. A copy of the response shall be sent to the Grievant, Superintendent, and the President of the Association.

Level 2:

- a. In the event the Grievant is not satisfied with the decision at Level 1, the Grievant may appeal the decision in writing to the Superintendent within ten days of the receipt of the decision at Level 1.
- b. The Superintendent shall communicate his/her decision, in writing, within ten days of receipt of the appeal to the Grievant and President of the Association.

Level 3:

- a. In the event the Grievant is not satisfied with the decision at Level 2, the Grievant may appeal the decision in writing to the Board within ten days.



- b. All documents pertaining to the grievance shall be submitted to the Board. Both parties shall be present at all times and the meeting shall be conducted fairly and impartially. Both parties have the right to make an oral presentation to the Board if they so desire. The Board has the right to ask questions of both parties.
- c. The decision shall be rendered in writing no later than fifteen days after the Board has received the appeal, with copies to the Superintendent, the President of the Association, and the Grievant.

Level 4:

- a. If the Grievant is not satisfied with the decision of the Board, he/she may submit the grievance to the Association, within ten days after receiving a decision on Level 3, requesting arbitration.
- b. The Association, by written notice to the Superintendent within fifteen days after receiving the request from the Grievant, may submit the grievance to binding arbitration.
- c. Within five days of the written request, the Superintendent shall request the American Arbitration Association to supply a panel of seven names. A copy of this request shall be sent to the Grievant and to the Association. Within five days of the receipt of the panel of seven names, the Superintendent and the Grievant shall either mutually agree upon the arbitrator or notify the American Arbitration Association to select an arbitrator in accordance with its rules.
- d. The arbitrator shall be requested to schedule a hearing as soon as possible after that and submit his/her findings and award in writing to the Board of Education, the Grievant, and the Association. The award of the arbitrator shall be binding on the Grievant, the Association, and the District.
- e. All costs for the service of the arbitrator, including but not limited to per diem expenses, his/her travel and subsistence expenses, and the cost of any hearing room, will be borne equally by the Board and the Association. All other costs will be borne by the party incurring them.

MISCELLANEOUS

- 19.4 a. If a grievance arises from action or inaction on the part of a member of the administration at a level above the Principal, the aggrieved teacher shall submit such grievance in writing to the Superintendent and the Association.
- b. When it is necessary for a representative designated by the association to attend a grievance meeting or hearing during the school day, he/she will, upon notice to his/her Principal by the President of the Association, be released without loss of pay or leave in order to permit participation in the foregoing activities. Any teacher who is requested to appear in such meetings or hearings as a witness will be accorded the same right.
- c. All documents communications and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants. The resolution document will be placed in the teacher's personnel file.

- d. Neither the Board nor the Association will take negative action(s) as a result of initiation and/or participation in the grievance procedure.
- e. A teacher or the Board may be represented at all stages of the grievance procedure by a representative of their choice. The teacher and an appropriate member of the District staff shall be present at all meetings.
- f. The teacher and/or Board may be represented by legal counsel at any level of the grievance procedure. Any legal counsel shall be at the party's own expense.
- g. Parties involved in grievance shall attend all scheduled meetings. Parties include District staff members appropriate to the level of the procedure along with the teacher(s) involved. Attendance is required regardless of either party's decision to be represented by another person or by legal counsel. Provisions of this paragraph notwithstanding, a teacher involved in a grievance procedure may be excused from attendance by mutual consent due to humanitarian considerations.

ARTICLE TWENTY  
SALARY

20.

CLASSIFICATION BY PROFESSIONAL PREPARATION

20.1

- 20.1.1 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.
- 20.1.2 A teacher may be given credit for up to seven (7) years teaching experience at the time of initial placement on the salary schedule.

Point Arena Schools Intra district transferee shall retain current placement on the salary schedule.

STEP REQUIREMENTS

20.2.

- 20.2.1 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.

GRADUATE DEGREE RECOGNITION

20. 3.

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

CAREER INCREMENTS

20.4.

- 20.4.1 Upon prior written approval of the Site Administrator and verification by the Superintendent, each teacher will be entitled to a reimbursement of the negotiated amount per year for expenses undertaken to further his/her professional education in the amount not to exceed \$325.00.

#### UNITS CONVERSION

20.5.

- 20.5.1 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.
- 20.5.2 The District shall provide each teacher by June of each school year, a statement of the number of units that the District has on file for them with a copy placed in his/her personnel file.
- 20.5.3 Lower division course units may be applied to the salary schedule with prior written approval by the Principal or Superintendent.

#### ARTICLE TWENTY- ONE COUNSELOR'S WORK DAY/YEAR AND COMPENSATION

21.

- 21.1 The counselor will be placed on the counselor's salary schedule depending upon years of experience and academic preparation.
- 21.2 The Counselor will receive an additional factor of .10 for a full time assignment including up to two (2) teaching periods. Counselors work day will be eight hours. Counselor's work year will be 190 days. Counselor may teach three (3) classes if mutually agreed to by Site Administrator and Counselor.

#### ARTICLE TWENTY TWO HEALTH AND WELFARE BENEFITS

22.

- 22.1 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.

- 22.3 The Board agrees to continuation of dental benefits as negotiated.
- 22.4 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.

- 22.5 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.
- 22.6 A part-time teacher (50% or 3.75 hours) will be eligible to receive benefits on a pro rata basis. Members employed more than 85% will receive District benefits.
- 22.7 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.
- 22.8 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-THREE ORGANIZATIONAL SECURITY

23.

#### 23.1 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.

#### 23.2 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 or any unit member employed at the time this article is ratified, 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 2 c above, shall be made on an annual basis to the Association and the District as a condition of continued exemption from the provision of section 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 to 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 to remit promptly such monies to the Association accompanied by an alphabetical list of unit members for whom 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.
- j. The implementation of all parts of this article related to agency fee shall be conditioned upon certification that the employees in the unit have declared themselves in favor of the agency shop provision in an election held by the Public Employment Relations Board.

## APPENDIX A

The following is the list of past practices to be provided under Article Five, Maintenance of Benefits, of the Agreement.

1. Use of a staff lounge furnished with telephone, range, running water, refrigerator, comfortable furniture, and items normally used in the preparing of lessons.
2. Use of staff restrooms separate from those used by students.
3. An admission pass to all music, athletic, drama and other similar school sponsored activities for each teacher and their immediate family. This does not include fees charged by clubs and other organizations as fundraisers.
4. Parking space near their teaching assignment in an established parking space.
5. The teacher directly responsible for any specific room or equipment will be notified when use of the room or equipment by others is anticipated. The notice will be sufficiently in advance of such use to allow for preparation by the teacher of guidelines for use of the facility or to allow the teacher to present reasons why the facilities should not be used.
6. Reasonable access to audiovisual and duplicating equipment and reference materials as needed for the preparation of their classes.
7. District credit may be granted for participation in workshops, conventions, special committees, or for travel, or for work when it can be shown to have a legitimate value to the district and is beyond the normal assignment.
8. Access to school facilities during non-teaching days (including but not limited to the "summer months") for the preparing for classes.

## APPENDIX B

The following compensation shall be made for the duration of this Agreement:

### Activities Director/Athletic Director:

Full time teachers (1.0 FTE) may choose an annual stipend of \$4500 or one period assigned as Activities Director or Athletic Director in lieu of teaching a sixth class. The \$4500 stipend is the only option for certificated employees who are less than 1.0 FTE, and classified or “walk-on” employees.

Independent Study Coordinator	One period per day
Drama Coach	\$500 per production
Peer Counseling	\$500
*Class Advisor (min. of 2 per class)	\$1,000
Community Service Advisor	\$1,000
Pep Band	\$1,000
Marching Band	\$800

With prior approval by the Principal or Superintendent, a teacher will be compensated by the District for agreed upon expenses. A teacher may request approval for:

- a. Conferences and workshops.
- b. Field trips.
- c. Activities resulting from extra duty assignments.
- d. Trips to perform services for school such as picking up materials.
- e. Requested and/or required attendance at a meeting that occurs at a time other than on-site hours which does not involve the entire staff.
- f. Reimbursement may be made when emergency situations occur and prior

The salary schedule and stipends for athletic coaches shall be as set forth on the Coaches Salary Schedule.

\*Class Advisor job description to be reviewed/possibly rewritten



**APPENDIX C  
POINT ARENA JOINT UNION HIGH SCHOOL DISTRICT  
ARENA UNION ELEMENTARY SCHOOL DISTRICT  
CERTIFICATED SALARY SCHEDULE**

**1.03  
184 Days**

**2013-2014**

<b>Step/Col</b>	<b>AB</b>	<b>AB+15</b>	<b>AB+30</b>	<b>AB+45</b>	<b>AB+60</b>	<b>AB+75</b>	<b>AB+90</b>
1	\$ 36,347	\$ 36,347	\$ 41,193	\$ 42,429	\$ 43,702	\$ 45,013	\$ 46,363
2			\$ 42,017	\$ 43,277	\$ 44,576	\$ 45,913	\$ 47,291
3			\$ 42,858	\$ 44,143	\$ 45,467	\$ 46,832	\$ 48,236
4			\$ 43,714	\$ 45,026	\$ 46,376	\$ 47,768	\$ 49,201
5			\$ 44,589	\$ 45,927	\$ 47,304	\$ 48,723	\$ 50,185
6			\$ 45,481	\$ 46,845	\$ 48,250	\$ 49,698	\$ 51,188
7			\$ 46,391	\$ 47,781	\$ 49,215	\$ 50,692	\$ 52,212
8			\$ 47,317	\$ 48,737	\$ 50,200	\$ 51,706	\$ 53,257
9			\$ 48,264	\$ 49,713	\$ 51,203	\$ 52,739	\$ 54,321
10			\$ 49,229	\$ 50,706	\$ 52,228	\$ 53,794	\$ 55,408
11				\$ 51,720	\$ 53,272	\$ 54,870	\$ 56,517
12				\$ 52,755	\$ 54,337	\$ 55,968	\$ 57,647
13					\$ 55,424	\$ 57,087	\$ 58,799
14					\$ 56,533	\$ 58,229	\$ 59,976
15	<b>Masters</b>	<b>\$ 1,000.00</b>			\$ 57,663	\$ 59,393	\$ 61,175
16	<b>Doctorate</b>	<b>\$ 2,000.00</b>			\$ 58,816	\$ 60,582	\$ 62,399
17					\$ 59,993	\$ 61,793	\$ 63,647
18					\$ 61,192	\$ 63,029	\$ 64,919
19					\$ 62,416	\$ 64,289	\$ 66,218
20					\$ 63,665	\$ 65,576	\$ 67,542
21					\$ 64,938	\$ 66,887	\$ 68,893
22					\$ 66,237	\$ 68,224	\$ 70,270
23					\$ 67,561	\$ 69,590	\$ 71,676
24					\$ 68,912	\$ 70,980	\$ 73,110

Board Approved as of x-xx-xxxx

Certificated Salary Schedule now covers the Technology Coordinator Teacher on Special Assignment.  
Position is 184 days.

**APPENDIX C (Con't)**  
**POINT ARENA JOINT UNION HIGH SCHOOL DISTRICT**  
**ARENA UNION ELEMENTARY SCHOOL DISTRICT**  
**CERTIFICATED COUNSELOR SALARY SCHEDULE**

**1.03**

**2013-2014**

**\$ 1.10**

*10% counselor factor*

<b>Step/Col</b>	<b>AB</b>	<b>AB+15</b>	<b>AB+30</b>	<b>AB+45</b>	<b>AB+60</b>	<b>AB+75</b>	<b>AB+90</b>
1	\$ 39,981	\$ 39,981	\$ 45,312	\$ 46,672	\$ 48,072	\$ 49,514	\$ 50,999
2			\$ 46,219	\$ 47,605	\$ 49,033	\$ 50,505	\$ 52,020
3			\$ 47,143	\$ 48,557	\$ 50,014	\$ 51,515	\$ 53,059
4			\$ 48,086	\$ 49,529	\$ 51,014	\$ 52,545	\$ 54,122
5			\$ 49,048	\$ 50,519	\$ 52,035	\$ 53,595	\$ 55,204
6			\$ 50,029	\$ 51,529	\$ 53,075	\$ 54,668	\$ 56,307
7			\$ 51,030	\$ 52,560	\$ 54,136	\$ 55,761	\$ 57,433
8			\$ 52,049	\$ 53,611	\$ 55,220	\$ 56,876	\$ 58,582
9			\$ 53,090	\$ 54,684	\$ 56,323	\$ 58,013	\$ 59,754
10			\$ 54,152	\$ 55,777	\$ 57,451	\$ 59,174	\$ 60,949
11				\$ 56,892	\$ 58,599	\$ 60,357	\$ 62,168
12				\$ 58,030	\$ 59,771	\$ 61,565	\$ 63,412
13					\$ 60,966	\$ 62,796	\$ 64,679
14					\$ 62,186	\$ 64,052	\$ 65,973
15	<b>Masters</b>	<b>\$ 1,000.00</b>			\$ 63,429	\$ 65,332	\$ 67,293
16	<b>Doctorate</b>	<b>\$ 2,000.00</b>			\$ 64,698	\$ 66,640	\$ 68,639
17					\$ 65,992	\$ 67,972	\$ 70,012
18					\$ 67,311	\$ 69,332	\$ 71,411
19					\$ 68,657	\$ 70,718	\$ 72,840
20					\$ 70,032	\$ 72,133	\$ 74,296
21					\$ 71,432	\$ 73,575	\$ 75,782
22					\$ 72,861	\$ 75,047	\$ 77,297
23					\$ 74,318	\$ 76,548	\$ 78,843
24					\$ 75,803	\$ 78,078	\$ 80,421

8 hour per day position  
190 days per year

Board Approved as of xx-xx-xxxx

**APPENDIX C (Con't)**  
**POINT ARENA JOINT UNION HIGH SCHOOL**  
**COACHES SALARY SCHEDULE**  
**2013-2014**

1.030

STEP	Varsity Football	Assistant Football	Varsity Basketball	J.V. Basketball	Varsity Volleyball	J. V. Volleyball	Head Baseball	Head Softball	Tennis/Golf/Track/Soccer/Cross Country/Triathlon/Wrestling	Cheerleader Advisor
1	\$ 1,576	\$ 1,160	\$ 1,466	\$ 1,375	\$ 1,160	\$ 1,068	\$ 1,160	\$ 1,160	\$ 1,031	\$ 762
2	\$ 1,672	\$ 1,280	\$ 1,591	\$ 1,499	\$ 1,280	\$ 1,183	\$ 1,280	\$ 1,280	\$ 1,146	\$ 874
3	\$ 1,767	\$ 1,376	\$ 1,687	\$ 1,596	\$ 1,376	\$ 1,280	\$ 1,376	\$ 1,376	\$ 1,243	\$ 970
4	\$ 1,863	\$ 1,472	\$ 1,783	\$ 1,690	\$ 1,472	\$ 1,376	\$ 1,472	\$ 1,471	\$ 1,340	\$ 1,067
5	\$ 1,960	\$ 1,568	\$ 1,879	\$ 1,787	\$ 1,568	\$ 1,472	\$ 1,568	\$ 1,568	\$ 1,435	\$ 1,162
6	\$ 2,055	\$ 1,664	\$ 1,975	\$ 1,883	\$ 1,664	\$ 1,568	\$ 1,664	\$ 1,664	\$ 1,532	\$ 1,257
7	\$ 2,152	\$ 1,760	\$ 2,071	\$ 1,979	\$ 1,760	\$ 1,664	\$ 1,760	\$ 1,760	\$ 1,628	\$ 1,353
8	\$ 2,247	\$ 1,856	\$ 2,167	\$ 2,075	\$ 1,856	\$ 1,759	\$ 1,856	\$ 1,856	\$ 1,723	\$ 1,449
9	\$ 2,343	\$ 1,952	\$ 2,263	\$ 2,170	\$ 1,952	\$ 1,856	\$ 1,952	\$ 1,952	\$ 1,819	\$ 1,544
10	\$ 2,440	\$ 2,048	\$ 2,360	\$ 2,267	\$ 2,048	\$ 1,952	\$ 2,048	\$ 2,048	\$ 1,914	\$ 1,641

<b>EXPLANATION/NOTES:</b>	
Each Coach involved in playoffs, will receive a \$200 stipend for additional time/effort that is required.	
The Principal is responsible for notifying the District Office.	
Each Coach will receive payment as stated below:	
Football/Volleyball/Soccer	November 10 (Lump Sum)
Basketball/Wrestling	February 10 and March 10 (2 payments)
Baseball/Softball/Tennis/Golf/Track	May 10 (Lump Sum)
Cheerleader Advisor	February 10 (Lump Sum)
Athletic Director	Monthly (10 equal payments)
Activities Director	Monthly (10 equal payments)

## APPENDIX D

### SHORT TERM INSTRUCTIONAL CONSULTATION

By September 1<sup>st</sup> 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 exists, then eligible retirees may be offered Short Term Instructional Consultation employment at their last pre-retirement daily rate of pay.

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.

Short Term Instructional Consultation may include: consultation with classroom teachers, review and support with lesson planning and classroom instruction.

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

AGREEMENT  
 Between  
 Point Arena Joint Union High School District  
 and  
 Point Arena High School Teachers Association (PAHSTA)

1. The Articles and provision contained herein constitute an agreement (“Agreement”) by and between the Governing Board of the Point Arena Joint Union High School Board of the Point Arena Joint Union High School District and the Point Arena High School Teachers Association (“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 effective July 1, 2013 to June 30, 2016.

**District proposed settlement for 2013-2016 Negotiations:**

- 3.3 All negotiations and/or impasse proceedings will be done by a committee consisting of no more than three (3) PAHSTA certificated representatives, and no more than three (3) District representatives unless otherwise agreed on.
- 3.5 Punctuation (add comma)
- 4.2 Punctuation (remove comma)
- 11.3.5 Propose to add the words “as indicated on the adopted District calendar”
- 12.2 Teachers may request a Professional Development Day to pursue inservice training. Expenditures shall be governed by Board Policy.

12.2.1 Staff Development

- a. It is the intent of the District and the Association that all eligible staff members participate in the District’s Staff Development Program.
- b. The Superintendent shall consult with the Association and the Site Administrator regarding the content of the material covered on Staff Development Days. Placement of the staff development days shall be part of the calendar discussions.
- c. The effectiveness of Staff Development Days in improving the District’s instructional program shall be jointly evaluated by the Superintendent, Association and Site Administrator.
- d. Costs relating to participation in District Staff Development or programs shall be borne by the district.

- 12.2.2 In a seven period day a teacher shall not teach six distinctly different regularly scheduled courses with a total of 60 or more contacts without additional compensation. The Principal shall request for compensation. Annual financial compensation shall be as follows:

No. of student contacts/day	Amount of Money
60	\$500
80	\$1000
100	\$1500

A regularly scheduled class is defined as any course not taught on an independent study basis. It does not include the Activity Director’s assignment period, or the Athletic Director’s assigned period. Teachers shall be eligible for 1/2 the compensation each semester.

- 16.2 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. Any time students are sent home early, an employee may 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 **(TA'd 10/31/13 with a side letter)**.

- 21.2 Per audit recommendation, Counselor should have a separate salary schedule, based on 190 days (see attached).
- 22.1 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.

Appendix B – Compensations: Activities/Athletic Director:

Full time teachers (1.0 FTE) may choose an annual stipend of \$4500 or one period assigned as Activities Director or Athletic Director in lieu of teaching a sixth class. The \$4500 stipend is the only option for certificated employees who are less than 1.0 FTE, and classified or "walk-on" employees.

Appendix C- page 24, punctuation

Appendix D- punctuation/spelling

Other items:

- Removing Web Master from extra duty compensation schedule, and change Peer ~~Helper Club~~ to Peer Counseling.
- Raising Master's to \$1000 and Doctorate to \$2000
- Adding Cross Country and Triathlon to coach's salary schedule—placed in the same column as Tennis/Golf/Track/Soccer/Wrestling.

SALARY:

A one-time flat rate bonus, payable as follows: employees who are .75 FTE or more receive a one-time bonus of \$1170; employees who are .74 FTE or less receive a one-time bonus of \$585, with a total net cost to the District of \$113,756.

- A raise of 3% for the 2013-14 school year, effective July 1, 2013;
- A raise of 1% in the 2014-15 school year, effective July 1, 2014;
- A raise of 1% in the 2015-16 school year, effective July 1, 2015.

This salary agreement shall be in effect through the 2015-2016 school year.

The district acknowledges that contractual language allows for salary negotiations to be reopened annually; this multi-year salary agreement does not in any way negate or remove that right.

AGREEMENT

\_\_\_\_\_  
Colleen Cross, Superintendent  
District Chief Negotiator

\_\_\_\_\_  
PAHSTA, Trevor Sanders

\_\_\_\_\_  
Leslie Bates

\_\_\_\_\_  
PAHSTA, David Blair

\_\_\_\_\_  
Ron Miles

\_\_\_\_\_  
PAHSTA, Yolanda Vasquez

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\*\*\*\*\*

BOARD APPROVAL

\_\_\_\_\_  
James F. DeWilder  
Board President

\_\_\_\_\_  
Date