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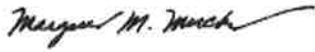
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MEMORANDUM


To: Board of Trustees, Point Arena High School District
From: Margaret M. Merchat, Of Counsel 
Date: September 21, 2017
Re: Tentative Agreement with Point Arena High School District

Attached please find copies of the tentative agreements reached with Point Arena High School District that closes negotiations for 2017-18, new language is underlined and language to be deleted is lined out.

Based on direction from the District Board, I believe that the attached should be ratified by the District Board. Should you have questions please contact me. It has been a pleasure working with the Board and staff on this matter.

This closes negotiations with the High School Teachers unit.

ARTICLE ONE
AGREEMENT

TA
9/8/2017
m. merche



- 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, 2017 to June 30, 2019.

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, 2018 ~~for each year of the term of this contract, PAJSTA~~ both parties shall present ~~the District its~~ their initial proposals for 2018-19 negotiations 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 TEN
WORKING CONDITIONS ASSIGNMENTS

*only change
is title -
TA M. Mecher*



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.

TA
9/8/2017
M. Michels


THIRTEEN
ASSIGNMENT, TRANSFER, and VACANCIES
~~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 agrees to offer one to three days per diem payment for any mandated classroom move with prior administrative approval. 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 upon employment 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.~~

~~13.4 Seniority—all unit members accrue seniority on a district-wide basis and not by site or by unit affiliation in accordance with the Education Code.~~

~~13.4.1 Certificated staff with the same date of service will have their seniority determined by board approved criteria.~~

~~13.4.2 Certificated staff on an approved leave of absence shall continue to earn seniority while on leave.~~

~~13.4.3 Seniority is defined as the unit member's first date of paid service in the District in accordance with state law.~~

~~13.4.4 A unit member's seniority shall accrue during layoff if employed during the statutory period.~~

13.5 Vacancies

~~13.5.1 A vacancy is any position in the unit that does not have a unit member assigned to it. This includes any vacated or newly created positions.~~

~~13.5.2 Upon knowledge of vacancies, the District shall deliver to the Association and post in all worksites a list of vacancies. The list shall contain the following:~~

~~13.5.2.1 A closing date which is at least ten (10) working days following the posting date.~~

~~13.5.2.1.a However, for vacancies within one week of the start of the school or during the school term, the position may be posted for only three (3) days.~~

~~13.5.2.2 A job description if available.~~

~~13.5.2.3 Credentials and qualifications necessary to meet the requirements of the position.~~

~~13.5.3 No assignment to fill the vacancy shall be made until after the closing date.~~

~~13.5.4 The District shall, upon request by a unit member, notify that unit member by mail of any posted openings which may arise during the summer recess, intersession or a period of leave. The unit member's request must be in writing and must include a mailing address.~~

~~13.5.5 Interviews for outside applicants shall include at least one PAHSTA member appointed by the Association if available for the interview date.~~

TA
9/8/2017
M. Mucker



ARTICLE FIFTEEN
TEACHER LEADERSHIP

15.1 Teacher Leadership Team

15.1.1 Point Arena High School shall maintain a Leadership Team composed of ~~four~~ two PAHSTA members and the principal. The purposes of the Leadership Team are 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 Point Arena High School's program and the likelihood of student success.

15.1.2 The membership of the Leadership Team shall be the principal and four PAHSTA members appointed by PAHSTA. AN effort will be made to maintain a balance on the Team between new and experienced members. Participation on the Leadership Team shall be voluntary.

15.1.3 Membership on the Leadership Team shall be established annually by September 15.

15.1.4 Members on the Leadership Team shall be paid an annual stipend of \$1000.

15.1.5 Members on the Leadership Team shall attend at least one meeting per month outside the regular workday as established by the principal and Leadership Team. Through these meetings, the Team shall be available to the principal for consultation and advice on such matters as curriculum, master schedule, discipline policies, safety/emergency preparedness, WASC and staff development. Team meetings shall also be a vehicle for Team members to act as liaisons between the teachers and the principal by sharing questions, concerns and ideas with the principal and bringing the principal's questions, concerns and ideas back to the teachers.


Dur 8/14/2017

Art. 16

PUBLIC ALLEGATIONS

TA 8/14/2017
M. Neuch
M. V. Robinson

- 16.
- 16.1 Any parent or citizen complaint made to a district administrator about a teacher shall be reported to the teacher unless otherwise provided by law. The report shall be made within five work days ~~by the end of the following working day immediately to the teacher by the administration.~~
- 16.2 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.
- 16.3 If the matter is not resolved at the meeting to the satisfaction ^{documented by} of the complainant, the complaint shall be committed to writing either by the complainant or the administrator. This shall be done within ten teacher work days and a copy shall be provided to the teacher. ~~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.~~
- 16.4 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.
- 16.5 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.

X  PAMSTA 8/14/17

TA
9/8/2017
M. Meeker



Add to Leave article

Replace 17.8 with the following

Hazardous Road Conditions

- a. Two (2) ~~storm~~ school closure days will be built into the school calendar. If unused, they will be returned according to the board adopted calendar.
- b. ~~In the event that storm conditions warrant more than two school closure days, the following procedure will be implemented. On days when conditions require road closure but do not require school closure, the following procedures will be implemented:~~
 - i. 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.
 - ii. Teachers who remain behind to serve students or are on-site when many staff cannot get to work due to weather or other hazardous conditions, 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.
 - iii. 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.
 - iv. 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. If they do not return to work then the person is either docked pay for day or must use applicable leave for the day.

Memorandum Of Understanding

Between

Point Arena High School Teachers' Association

And


Point Arena School District

The parties agree to the following on an interim basis:

1. Beginning July 1, 2017, and for the 2017-18 year only, the medical benefits cap shall be \$14,571.72 annually per eligible employee, prorated for employees who are less than 0.85 FTE per Staywell language. The cap constitutes the total District paid portion of the medical benefits package, which includes medical, dental and vision coverage. Any medical benefit expenses beyond the cap are the responsibility of the employee. Employees are responsible to pay all deductibles.
Effective July 1, 2018, the cap will revert to \$14,120 and the salary schedule shall be increased by 0.7 percent.
2. The language in paragraph 1 above totally replaces the language of Section 23.1 of the existing language. This language will become a part of the final tentative agreements for 2017-18 and included for ratification by all parties upon completion of 2017-18 negotiations.
3. Subject to authorization from the County Office of Education, the provisions of Paragraph 1 above shall be implemented immediately although negotiations for 17-18 are not yet complete on non-economic matters and the provisions of AB1200 have or may not be done or complete. Should the County Office object to implementation, this MOU will be void and the parties will include salary and fringe benefits in subsequent negotiations.
4. This MOU closes negotiations for 2017-18 on salary and fringe benefits.

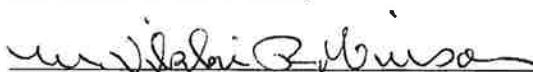
August 14, 2017

On behalf of the Teachers Association:

 PAHSTA 8/14/2017

George A. Goy 8-14-17

On behalf of the District:



Michael M. Mueh