


MEMORANDUM OF UNDERSTANDING
BETWEEN
POINT ARENA SCHOOLS DISTRICT
AND
POINT ARENA HIGH SCHOOL TEACHERS ASSOCIATION

July 1, 2021

For the 2021-22 school year only, the parties agree as follows:

1. Pursuant to Article 11.1, unit members will be permitted to use the time from ~~31:30-43:30~~ pm on one (1) early release Wednesday per full school month* to use for collaboration purposes. (*Not including August, December, or June)
2. Unit members must remain on site during this time, or submit an absence slip.
3. Collaboration shall be defined and agreed upon between administration and PAHSTA leadership by the first week of September 2021. The parties shall also agree upon the dates for collaboration at this meeting.
4. Unit members will provide documentation substantiating their collaboration efforts to the site administrator within three (3) school days of the early release day.
5. This MOU shall not set a precedent for any reason.
6. This MOU shall expire at the end of the 2021-22 school year. The parties agree to meet in April 2022 to discuss possible continuation of the MOU into the 2022-23 school year.

For PAHSTA:



7/26/21

For the District:



Nancy [unclear]

7/20/2021

Tentative Agreement

July 1, 2021

3:15 pm

I. PAHSTA-Proposed New Article 9.5 – Team Teaching

- a. The District will make every effort to ensure a common prep for team teachers.
- b. The District will offer team teachers the opportunity to attend training specific to team teaching on an annual basis.
- c. Rejected
- d. ~~Team Teachers may have one (1) release day on a school business day per semester for team teaching class preparation. The team must take the same release day. The teachers must remain on campus during this time. The day(s) must be pre-approved at least ten (10) school days in advance by site administrator.~~
- e. ~~The District will provide up to eight (8) hours of additional joint planning time outside of the contract day at the teacher's daily rate for team teachers per semester.~~
- f. The District will offer unit members new to team teaching training on team teaching prior to the academic year.
- g. Rejected

~~New 2021-22 MOU regarding release days for team teachers. AGREEMENT~~

New 2021-22 MOU regarding collaboration time on early release time (attached). AGREEMENT

II. Article 9.6 – Special Education Teachers

9.6.8 Effective July 1, 2019, all full-time special education teachers, with a special education credential and assigned to a special education position, shall receive two (2) days of release time per full school month* to schedule special education meetings and complete necessary paperwork. On such release days, unit members must complete their work on-site. Release days must be scheduled in advance with the site administrator. At the unit member's election, the August release day can take place prior to the beginning of the instructional year.

*One (1) release day per month in August, December, and June.

AGREEMENT

III. Appendix B

1) Effective July 1, 2021, the parties will add a Club Advisor stipend to Appendix B, subject to the following conditions:

- a) The stipend shall be \$1,000.
- b) In order to be eligible for the stipend, the club must be an organized, ASB- and site-administrator approved club with a club charter.
- c) The stipend will be pro-rated based on the start date of the club compared to the number of months remaining in the school year.

d) The \$1,000 stipend will be split if a club has more than one (1) advisor.

AGREEMENT

2) Effective July 1, 2021, increase the junior and senior Class Advisor stipends to \$2,000. The freshman and sophomore Class Advisor stipends shall remain \$1,000. AGREEMENT

3) ~~Status quo on EL Coordinator stipend.~~ The parties will work together during the 2021-22 school year to identify need and current coverage, and discuss any necessary changes to the Districtwide EL stipend position(s). AGREEMENT

IV. Article 17 – Evaluation

Agreement to PAHSTA's 5-26-21 proposed evaluation instrument, effective for the 2021-22 school year, with changes proposed by District dated July 1, 2021. AGREEMENT

V. Article 20 – Salary & Article 22 – Health and Welfare Benefits (3 year deal)

Salary

- 1) Effective July 1, 2021, a 4.0% increase to the salary schedule.
- 2) Effective July 1, 2022, a 3.0% increase to the salary schedule.
- 3) Effective July 1, 2023, a 2.0% increase to the salary schedule.

AGREEMENT

Health/Welfare Benefits

- 1) Effective July 1, 2021, increase the District annual contribution to health/welfare benefits cap by \$440 to \$16,240.00 for eligible unit members.
- 2) Effective July 1, 2022, increase the District annual contribution to health/welfare benefits cap by \$235 to \$16,475.00.
- 3) Effective July 1, 2023, increase the District annual contribution to health/welfare benefits cap by \$235 to \$16,710.00.

AGREEMENT

VII. Language Proposals

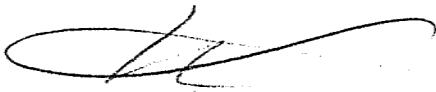
Agreement to the District's 5-14-21 proposals on Article 17 and Article 19. AGREEMENT

VIII. Negotiations Closed

3 year deal: This tentative agreement shall close negotiations for 2021-22, 2022-23, and 2023-24.


AGREEMENT

For PAHSTA:



7/26/21

For the District:



7/20/2021

Point Arena High School District
Certificated Summary Evaluation Instrument

Employee	Assignment	Status
		<input type="checkbox"/> Probationary <input type="checkbox"/> Permanent <input type="checkbox"/> Temporary
Date of Conference	Evaluator	Period Covered by Summary Evaluation

Teachers in the School District are expected to demonstrate competency in all of the California Standards for the Teaching Profession (2009 revision or most recent). The teacher will be evaluated on one goal predetermined by the principal, and one goal predetermined by the teacher. However, the District reserves the right to address any standard, if needed. Competency in Standard Six is an expectation in our Professional Learning Community and will be evaluated each year. All standards must be evaluated over three evaluation cycles.

Rating Scale		
3	2	1
MEETS OR EXCEEDS DISTRICT STANDARDS	NEEDS IMPROVEMENT TO MEET DISTRICT STANDARDS	DOES NOT MEET DISTRICT STANDARDS
<i>The expected level of performance, demonstrating consistent practice excellence.</i>	<i>Partial or inconsistent performance, requiring improvement.</i>	<i>Consistently inadequate or unacceptable performance, requiring significant and guided improvement.</i>

Individual Goals/Objectives for Year (including but not limited to California Standards for the Teaching Profession):

Standard 1: Engaging & Supporting All Students in Learning
Meets or Exceeds Standards: <input type="checkbox"/> Proficient <input type="checkbox"/> Needs Improvement <input type="checkbox"/>
Unsatisfactory Does Not Meet Standards: <input type="checkbox"/> Not Evaluated <input type="checkbox"/>
<ul style="list-style-type: none"> ● Using knowledge of students to engage them in learning ● Connecting learning to students' prior knowledge backgrounds, life experiences and interests ● Connecting subject matter to meaningful, real-life contexts ● Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs ● Promoting critical thinking through inquiry, problem solving and reflection ● Monitoring student learning and adjusting instruction while teaching
Evidence of Standard and/or Recommendations for Improvement:

Standard 2: Creating and Maintaining Effective Environments for Student Learning
Meets or Exceeds Standards: ___ Proficient ___ Needs Improvement ___
Unsatisfactory Does Not Meet Standards: ___ Not Evaluated ___
<ul style="list-style-type: none"> • Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully • Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students • Establishing and maintaining learning environments that are physically, intellectual and emotionally safe • Creating a rigorous learning environment with high expectations and appropriate support for all students • Developing, communicating, and maintaining high standards for individual and group behavior • Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn • Using instructional time to optimize learning
Evidence of Standard <u>and/or</u> Recommendations for Improvement:

Standard 3: Understanding and Organizing Subject Matter for Student Learning
Meets or Exceeds Standards: ___ Proficient ___ Needs Improvement ___
Unsatisfactory Does Not Meet Standards: ___ Not Evaluated ___
<ul style="list-style-type: none"> • Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks • Applying knowledge of student development and proficiencies to ensure student understanding of subject matter • Organizing curriculum to facilitate student understanding of the subject matter • Utilizing instructional strategies that are appropriate to the subject matter • Using and adapting resources, technologies, and standards-aligned instructional materials to make subject matter accessible to all students • Addressing the needs of English learners and students with special needs to provide equitable access to the content
Evidence of Standard <u>and/or</u> Recommendations for Improvement:

Standard 4: Planning Instruction and Designing Learning Experiences for All Students
Meets or Exceeds Standards: ___ Proficient ___ Needs Improvement ___
Unsatisfactory Does Not Meet Standards: ___ Not Evaluated ___
<ul style="list-style-type: none"> • Using Knowledge of students' readiness, language proficiency, cultural background, and individual development to plan instruction • Establishing and articulating goals for student learning

- Developing and sequencing long-term instructional plans to support student learning
- Planning instruction that incorporates appropriate strategies to meet the learning needs of all students
- Adapting Instructional plans and curricular materials to meet the assessed learning needs of all students

Evidence of Standard and/or Recommendations for Improvement:

Standard 5: Assessing Students for Learning

Meets or Exceeds Standards: ____ ~~Proficient~~ ____ **Needs Improvement** ____

~~Unsatisfactory~~ **Does Not Meet Standards:** ____ **Not Evaluated** ____

- Applying knowledge of the purposes, characteristics, and uses of different types of assessments
- Collecting and analyzing assessment data from a variety of sources to inform instruction
- Reviewing data, both individually and with colleagues, to monitor student learning
- Using assessment data to establish learning goals and to plan, differentiate, and modify instruction
- Involving all students in self-assessment, goal setting, and monitoring progress
- Using available technologies to assist in assessment, analysis, and communication of student learning
- Using assessment information to share timely and comprehensible feedback with students and their families

Evidence of Standard and/or Recommendations for Improvement:

Standard 6: Developing as a Professional Educator

Meets or Exceeds Standards: ____ ~~Proficient~~ ____ **Needs Improvement** ____

~~Unsatisfactory~~ **Does Not Meet Standards:** ____ **Not Evaluated** ____

- Reflecting on teaching practice in support of student learning
- Establishing professional goals and engaging in continuous and purposeful professional growth and development
- Collaborating with colleagues and the broader professional community to support teacher and student learning
- Working with families to support student learning
- Engaging local communities in support of the instructional program
- Managing professional responsibilities to maintain motivation and commitment to all students
- Demonstrating professional responsibility, integrity, and ethical conduct

Evidence of Standard and/or Recommendations for Improvement:

--

Overall
Meets or Exceeds Standards: ____ Proficient ____ Needs Improvement ____
Unsatisfactory/Does Not Meet Standards: ____ Not Evaluated ____
<ul style="list-style-type: none">• Demonstrating compliance with federal, state and district policies and procedures regarding special education assessment, eligibility, and program development• Developing and implementing individualized integration opportunities for students with special needs• Using the results of assessments to guide instruction and the development of appropriate IEP goals and objectives
Evidence:

Section 2: Performance Expectations
Evaluators may provide feedback and suggestions for improvement on any standard, regardless of the Rating.

A unit member is expected to perform at Level 3 (Meets or Exceeds District Standards) on all components of Standards 1-5.

- Meets or Exceeds District Standards on All Components of Standards 1-5

A unit member who receives a Rating of 2 (Needs Improvement to Meet District Standards) of 1-5 components in Standards 1-5, and a Rating of 3 (Meets or Exceeds District Standards) on the remainder of components of Standards 1-5 shall be provided with feedback in Section 3 of this form to include expectations for improvement.

- Expectations for Improvement Required

A unit member who receives a Rating of 2 (Needs Improvement to Meet District Standards) on more than 5 components of Standards 1-5, and a Rating of 3 (Meets or Exceeds District Standards) on the remainder of components of Standards 1-5 shall be provided with feedback in Section 3 of this form to include expectations for improvement, and may have a Job Improvement Plan attached to this form.

- Expectations for Improvement Required
- Job Improvement Plan

A unit member who receives a Rating of 1 (Does Not Meet District Standards) on 1-3 components of Standards 1-5 shall be provided with feedback in Section 3 of this form to include expectations for improvement, shall have a Job Improvement Plan attached to this form, and shall be evaluated the following year.

- Expectations for Improvement Required
- Job Improvement Plan Required
- Annual Evaluation Required

Section 3: Observation Feedback Meeting

Date:

Time:

Section 4: Comments by Evaluator

Section 5: Comments by Evaluatee

Within ten (10) work days of the observation meeting, the evaluatee may submit a written response, which will be attached to this observation form.

Signatures by the evaluatee and the evaluator certify that a conference was conducted to discuss this observation. The evaluatee's signature does not indicate their agreement with the contents of this observation.

Evaluatee Signature: _____ Date: _____

Evaluator Signature: _____ Date: _____

DuDi

Wan F 7/20/2021

PAHSTA: *[Signature]* 7/26/21

**Tentative Agreement
July 1, 2021**

ARTICLE SEVENTEEN – TEACHER EVALUATION

17.

~~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 May 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 employee 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 need to improve on their evaluations will be evaluated the subsequent year.
 - d. Permanent teachers who receive unsatisfactory or need 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.

Dell Dini

Walter Jones 7/20/21

PAHSTA: *[Signature]* 7/26/21

**Tentative Agreement
July 1, 2021**

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 Informal Level:

- 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. b. The employee shall have the right to select a conferee to be present at the informal conference.

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.~~
- ea. 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 State Mediation and Conciliation Service 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 State Mediation and Conciliation Service 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.

19.4 Miscellaneous

- 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.

Bill Dhi

Paul Jones 7/20/21

PAHSTA: *[Signature]* 7/26/21