

AGREEMENT BETWEEN

The

GOVERNING BOARD

Of The

POINT ARENA JOINT UNION HIGH SCHOOL DISTRICT

And

POINT ARENA HIGH SCHOOL TEACHERS ASSOCIATION
(PAHSTA)

July 1, 2021 – June 30, 2024

“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.”

INDEX

	<u>Page</u>
ARTICLE ONE – AGREEMENT	1
ARTICLE TWO – RECOGNITION	2
ARTICLE THREE – NEGOTIATION PROCEDURE	3
ARTICLE FOUR – MISCELLANEOUS PROVISIONS	4
ARTICLE FIVE – MAINTENANCE OF BENEFITS.....	5
ARTICLE SIX – SAVINGS.....	6
ARTICLE SEVEN – ASSOCIATION RIGHTS	7
ARTICLE EIGHT – PERSONNEL FILES	8
ARTICLE NINE – WORKING CONDITIONS.....	9
9.5 Team Teaching	10
9.6 Preparation Period	10
9.7 Teaching Hours.....	10
9.8 Master Schedule	11
ARTICLE TEN – CLASS SIZE	13
10.1 Combined Classes.....	13
10.2 Class Size.....	13
ARTICLE ELEVEN – PROFESSIONAL DEVELOPMENT	15
ARTICLE TWELVE – ASSIGNMENT, TRANSFER, AND VACANCIES.....	16
12.1 Voluntary Transfers or Reassignments.....	16
12.3 Involuntary Transfer or Reassignment	17
12.5 Vacancies.....	18
ARTICLE THIRTEEN – COURSE REVISION/DEVELOPMENT	20
ARTICLE FOURTEEN – TEACHER LEADERSHIP	21
14.1 Teacher Leadership Team	21
ARTICLE FIFTEEN – PUBLIC ALLEGATIONS	22
ARTICLE SIXTEEN – LEAVES.....	23
16.2 Personal Necessity Leave	23
16.3 Bereavement Leave	23
16.4 Jury Duty/Witness Leave.....	24
16.5 Industrial Accident or Illness Leave.....	24
16.6 Organizational Leave.....	25
16.7 Donation of Sick Leave	25
16.8 Hazardous Road Conditions	26
ARTICLE SEVENTEEN – TEACHER EVALUATION	27
ARTICLE EIGHTEEN – STATUTORY CHANGES	29
ARTICLE NINETEEN – GRIEVANCE PROCEDURE.....	30
19.1 Definition.....	30
19.2 General Provisions.....	30
19.4 Miscellaneous	32
ARTICLE TWENTY – SALARY	34
20.1 Classification by Professional Preparation	34
20.2 Step Requirements	34

20.3	Graduate Degree Recognition	34
20.4	Career Increments.....	34
20.5	Units Conversion	34
ARTICLE TWENTY-ONE – COUNSELOR’S WORK DAY/YEAR AND COMPENSATION		36
ARTICLE TWENTY-TWO – HEALTH AND WELFARE BENEFITS.....		37
22.1	Employee and Dependent Insurance Coverage	37
ARTICLE TWENTY-THREE – ORGANIZATIONAL SECURITY.....		39
23.1	Dues Deduction	39
SIGNATURE PAGE.....		40

APPENDIX A PAST PRACTICES

APPENDIX B COMPENSATIONS

**APPENDIX C CERTIFICATED, COUNSELOR & COACHES SALARY
SCHEDULE**

APPENDIX D SHORT TERM INSTRUCTIONAL CONSULTATION

APPENDIX E EVALUATION HANDBOOK

**APPENDIX F BOARD POLICY AND/OR ADMINISTRATIVE REGULATIONS
PERTAINING TO LEAVES**

ARTICLE ONE – AGREEMENT

1.

1.1 The Articles and provisions contained herein constitute an agreement (“Agreement”) by and between the Governing Board (“Board”) of the Point Arena Joint Union High School District (“District”) 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, 2019 to June 30, 2022.

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:

During reopener years of negotiations, the parties shall have the right to reopen in the areas of salary, health & welfare benefits, and two additional articles each.

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) notice to the employee.
- 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.

ARTICLE NINE – WORKING CONDITIONS

9.

9.1 A new teacher may be required to perform services, including attendance at professional development opportunities or orientation with the site administrator, for up to five (5) days before the first day of required student attendance. Unit members who attend the above days will be compensated at their daily rate.

A “new teacher” is defined for these purposes as a probationary 1, temporary, or long-term substitute teacher. A probationary 2 teacher may be required to attend at District discretion.

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.

9.4 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 9.6.1.

- a. Professional events are Back-to-School Night, Senior Awards Night, and Graduation and may take place beyond the “on site” hours described in paragraph 1 above. The events, as outlined above, necessitate at least one-week prior notice and mandatory non-compensated attendance.
- 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.

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. The District will offer unit members new to team teaching training on team teaching prior to the academic year.

9.6 Preparation Period

- 9.6.1 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.
- 9.6.2 A preparation period is provided as a part of a teaching assignment, however, upon occasion, a teacher may be requested 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.

9.7 Teaching Hours

- 9.7.1 The length of the teacher “on site” time, including preparation time, morning break, lunch and time required before and after school shall be 7 ½ hours, including ten (10) minutes before the regular school day for students, with the exception of those days when staff meetings or in-service activities are held. The contracted work year shall be 184 days.
- 9.7.2 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.

- 9.7.3 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.
- 9.7.4 Teachers shall be entitled to a thirty (30) minute duty-free uninterrupted lunch period during the regular student lunch period.
- 9.7.5 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.
- 9.7.6 Mandatory meetings held on a regular teaching day shall be scheduled to end no later than 4:30 p.m. Teachers may be required to attend up to two (2) mandatory meetings, including IEPs, SSTs, and 504s, without additional compensation. Beginning with the third such meeting in the same month, the teacher shall be compensated at the supplemental rate for all time required to attend beyond 3:35 p.m.
- 9.7.7 Every effort should be made to schedule Individual Educational Program meetings during the school day. Teacher participation in these meetings shall be consistent with Board and SELPA policies.
- 9.7.8 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.

9.8 Master Schedule

- 9.8.1 Members of the Association shall be involved in the development of the Master Schedule.
- 9.8.2 Teachers shall be given drafts of preliminary schedules in order to review and make suggestions.

- 9.8.3 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 TEN – CLASS SIZE

10.

10.1 Combined Classes

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.

10.2 Class Size

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 for core academic courses, and forty-five (45) students as an ideal maximum for PE classes. Chorus and band shall be exempt from this ideal class size 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. Agriculture | Twenty-four (24) students |
| c. Auto Shop | Twenty (20) students |
| d. Wood Shop | Twenty (20) students |
| e. Laboratory Science | Twenty (20) students, or the number of lab stations, whichever is higher |
| 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.

ARTICLE ELEVEN – PROFESSIONAL DEVELOPMENT

11.

11.1 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.

11.2 Teachers may request a Professional Development Day to pursue in-service training. Expenditures shall be governed by Board Policy.

11.2.1 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.

11.2.2 In a seven period day a teacher shall not teach four different courses without additional compensation. The Principal shall request for compensation. Annual financial compensation shall be as follows:

Number of <u>Different Courses</u>	Amount of Money
4	\$1000
5	\$1500
6	\$2000

For those that qualify for this additional compensation, there will be an additional stipend of \$100 for each course that meets A-G requirements.

A course is a unique subject identified by a course code for purpose of additional compensation. It does not include the independent study courses,

Activity Director's assignment period, Athletic Director's assignment period, and courses that have a stipend attached. Teachers shall be eligible for 1/2 the compensation each semester, with payment in January and June.

- 11.2.3 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.

ARTICLE TWELVE – ASSIGNMENT, TRANSFER, AND VACANCIES

12.

12.1 Voluntary Transfers or Reassignments

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, at the teacher's discretion, of supplemental pay for any mandated classroom move. The District shall provide assistance in the moving of the unit member's materials whenever a unit member is reassigned.

12.2 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.

12.2.1 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.

12.2.2 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.

12.2.3 Should the transfer request be denied, the reason shall be given to the teacher in writing.

12.3 Involuntary Transfer or Reassignment

12.3.1 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.

12.3.2 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).

12.3.3 Multiple Site Assignment

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.

12.3.4 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 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.

12.4 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.

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

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

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

12.4.4 A unit member’s seniority shall accrue during layoff if re-employed during the statutory period.

12.5 Vacancies

12.5.1 A vacancy is any position in the unit that does not have a unit member assigned to it and that the District decides to fill. This includes any vacated or newly created positions.

12.5.2 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:

- 12.5.2.1 No decision to employ an individual will be made for at least ten (10) working days following the posting date.
 - 12.5.2.1.a However, for vacancies within one week of the start of the school or during the school term, the position may be filled after only three (3) days.
- 12.5.2.2 A job description if available.
- 12.5.2.3 Credentials and qualifications necessary to meet the requirements of the position.
- 12.5.3 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.
- 12.5.4 Interviews for applicants shall include at least one PAHSTA member appointed by the Association if available for the interview date.

ARTICLE THIRTEEN – COURSE REVISION/DEVELOPMENT

- 13.
- 13.1 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.
- 13.2 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.
- 13.3 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.
- 13.4 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.
- 13.5 A teacher who declines to produce new course material will use that which is provided by the district.

ARTICLE FOURTEEN – TEACHER LEADERSHIP

14.

14.1 Teacher Leadership Team

- 14.1.1 Point Arena High School shall maintain a Leadership Team composed of 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.
- 14.1.2 The membership of the Leadership Team shall be the principal and ~~four~~ two 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.
- 14.1.3 Membership on the Leadership Team shall be established annually by September 15.
- 14.1.4 Members on the Leadership Team shall be paid an annual stipend of \$1000.
- 14.1.5 Members on the Leadership Team shall attend at least one meeting per month outside the regular work day 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.

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 unless otherwise provided by law. The report shall be made within five work days.
- 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, the complaint shall be committed to writing by the complainant or documented by the administrator. This shall be done within ten teacher work days and a copy shall be provided to the teacher. The teacher may prepare a written response within five (5) days to such complaint. The response shall be attached to the written complaint.
- 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 Unit members are entitled to leave in accordance with federal laws, the Education Code, the Government Code and Board Policies and Administrative Regulations.

16.2 Personal Necessity Leave

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

Personal necessity may be used for the following reasons:

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

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

16.3 Bereavement Leave

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

16.4 Jury Duty/Witness Leave

- 16.4.1 Unit members may be granted leave, without loss of pay, to appear in court as a witness, other than as a litigant, or to respond to an official order from duly authorized government agencies, for reasons not brought about by connivance or misconduct of the employee, or to serve as a juror.
- 16.4.2 Any compensation, less any mileage expenses at current IRS rate, received for appearance as a witness or from serving as a juror under this section shall be endorsed over to the District so that the unit member's compensation for any days of absence for the above purposes shall not be in excess of nor less than, her/his regular pay.

16.5 Industrial Accident or Illness Leave

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

- 16.5.1 A maximum of sixty (60) days leave shall be allowed for each unit member in any one fiscal year.
- 16.5.2 When an industrial accident or illness overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due him/her for the same illness or injury.
- 16.5.3 The industrial accident or illness leave shall commence with the first day of absence.
- 16.5.4 The wages paid to the unit member while on industrial accident or illness leave shall be an amount which, when added to applicable temporary disability indemnity, will result in a payment to him/her of not more than his/her full salary. Payments received as a result of disability indemnity arising out of Workmen's Compensation shall be paid to the District. The District, in turn, shall issue the unit member warrants for payment of the unit member's salary and shall deduct normal retirement, other authorized contributions, and the temporary disability actually paid to and retained by the unit member for periods covered by the salary warrants.
- 16.5.5 Industrial accident or illness leave of a unit member shall be reduced by one day for each day of authorized absence regardless of a temporary disability award.
- 16.5.6 Upon the termination of the industrial accident or illness leave, a unit member may be entitled to use his/her regular sick leave.

16.6 Organizational Leave

- 16.6.1 Leave may be granted to unit members who are elected officers of PAHSTA of up to fifteen (15) days per school year for the purpose of enabling such unit members to serve as an elected officer of the Association or any statewide or national public employee organization with which the Association is affiliated; however, no one person may take more than five (5) days of this leave. This provision does not refer to at-the-table negotiating.
- 16.6.2 The Association shall reimburse the District for all compensation paid the unit member on account of the leave granted in 16.6.1 above. If a substitute is hired, the Association shall reimburse the District for the substitute's salary.
- 16.6.3 The Association member requesting such leave must notify his/her immediate supervisor at least two weeks in advance of the leave. In unforeseen circumstances which do not allow for such advance notice, the leave may be taken with the prior approval of the Superintendent, contingent upon the District being able to secure an adequate substitute, if one is appropriate to the duties.
- 16.6.4 All such leave must be taken on a full-day or half-day basis.
- 16.6.5 Such leave may not be utilized to participate or assist in concerted activities in this or other Districts or schools.
- 16.6.6 This leave is fixed at fifteen (15) days per fiscal year and unused leave does not accumulate from year-to-year.

16.7 Donation of Sick Leave

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

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

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

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

16.8 Hazardous Road Conditions

- a. Two (2) school closure days will be built into the school calendar. If unused, they will be returned according to the board adopted calendar.
- b. 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.

ARTICLE SEVENTEEN – TEACHER EVALUATION

17.

17.1 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.

17.2 Evaluations shall be based on the evaluator's first-hand information.

17.3 Teacher performance evaluations will be governed by the attached evaluation handbook (attachment D).

17.4 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.
- 17.5 Each probationary certificated employee shall be evaluated at least once each school year.
- 17.6 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 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. The employee shall have the right to select a conferee to be present at the informal conference.

Level 1:

- a. 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.

ARTICLE TWENTY – SALARY

20.

20.1 Classification by Professional Preparation

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 Effective 7/1/2020, a teacher may be given credit for up to fifteen (15) years teaching experience at the time of initial placement on the salary schedule, with a maximum initial step placement of step 16.

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

20.2 Step Requirements

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.

20.3 Graduate Degree Recognition

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, and an additional \$500 for an additional Master's or Doctoral degree (maximum of \$1500 or \$2500).

20.4 Career Increments

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.

20.5 Units Conversion

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 Counselors work day will be eight hours. Counselor’s work year will be 190 days. Counselor will have a separate salary schedule, based on 190 days. Counselor may teach three (3) classes if mutually agreed to by Site Administrator and Counselor.

21.2.1 The full time assignment may include up to two (2) teaching periods.

21.2.2 Counselors may be assigned upon occasion as a substitute.

ARTICLE TWENTY-TWO – HEALTH AND WELFARE BENEFITS

22.

22.1 Employee and Dependent Insurance Coverage

Beginning July 1, 2018, the medical benefits cap shall be increased from \$14,120 annually per eligible employee prorated for employees who are less than .085 FTE per Staywell language to \$15,670. 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, 2019, increase the District's contribution toward health/welfare benefits cap by \$130 to \$15,800.00 for eligible unit members.

Effective July 1, 2021, increase the District annual contribution to health/welfare benefits cap by \$440 to \$16,240.00 for eligible unit members.

Effective July 1, 2022, increase the District annual contribution to health/welfare benefits cap by \$235 to \$16,475.00 for eligible unit members.

Effective July 1, 2023, increase the District annual contribution to health/welfare benefits cap by \$235 to \$16,710.00 for eligible unit members.

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.

SIGNATURE PAGE

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, 2021 to June 30, 2024. Negotiations are closed for 2021-22, 2022-23, and 2023-24.

AGREEMENT

Warren Galletti, District Negotiator

Lillian McFarland, PASTA Negotiator

Jered Sherrill, PAHSTA Negotiator

Jared Crowley, PAHSTA Negotiator

Date

Date

BOARD APPROVAL

, Board President

Date