

AGREEMENT BETWEEN

The

GOVERNING BOARD

Of the

ARENA UNION ELEMENTARY SCHOOL DISTRICT

And

ARENA UNION ELEMENTARY SCHOOL TEACHERS
ORGANIZATION
(AUTO)

July 1, 2021 – June 30, 2024

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

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APPENDIX A GRIEVANCE FORM

APPENDIX B EXTRA DUTY PAY AND ADDITIONAL PAY ASSIGNMENT

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

ARTICLE ONE – AGREEMENT

1.

1.1 This agreement shall be in full force and effect from July 1, 2021 – June 30, 2024.

1.2 During the term of this Agreement the parties expressly waive and relinquish the right to meet and negotiate and agree that the other party shall not be obligated to meet and negotiate with respect to any subject, except as provided below:

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

ARTICLE TWO – RECOGNITION

2.

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

ARTICLE THREE – DEFINITIONS

3.

3.1 Definitions

"District" is the Arena Union Elementary School District.

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

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

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

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

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

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

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

ARTICLE FOUR – NEGOTIATION PROCEDURES

- 4.
- 4.1 No later than the first regular scheduled Board meeting in April of the calendar year in which this agreement expires, the Association shall submit its initial proposals for a successor Agreement to the Board of Education.
- 4.2 The parties shall meet at mutually agreeable times and places and negotiate in good faith on negotiable items on a successor Agreement beginning no later than ten (10) days after the first regularly scheduled Board meeting in April of the calendar year in which this Agreement expires. Any Agreement reached between the parties shall be reduced to writing and signed by them.
- 4.3 Within sixty (60) days of ratification of the Agreement by both parties herein, the Board shall have 16 copies, prepared and delivered to the Association for distribution to each unit member in the District.
- 4.4 Either party may utilize the services of outside consultants to assist in the negotiations.
- 4.5 All negotiations and/or impasse proceedings will be done by a committee consisting of up to three (3) certificated representatives (at least 1 from grades K-5 and at least 1 from grades 6-8) and district management representative(s). Two Board members may attend.
- 4.6 The Board shall furnish the Association with any public documents relating to the District budget including worksheets, printouts and a copy of the Form ICR.
- 4.7 No later than November 1st, the Board shall furnish the Association with the placement of personnel on the respective salary schedule as of October 1.

ARTICLE FIVE – APPLICATIONS OF STANDARDS

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

ARTICLE SIX – DISCRIMINATION

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

ARTICLE SEVEN – SAVINGS

- 7.
- 7.1 If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law by a court of competent jurisdiction, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law: but all other provisions or applications shall continue in full force and effect.
- 7.2 Should a provision or application be deemed invalid, as described in paragraph 1 above, the parties shall meet not later than ten (10) days after such court decision to renegotiate the provision or provisions affected.

ARTICLE EIGHT – MAINTENANCE OF BENEFITS

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

ARTICLE NINE – GRIEVANCE PROCEDURE

9.

9.1 Definitions

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

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

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

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

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

9.2 Procedures

A grievance shall be handled in the following manner:

9.2.1 Step One:

Within twenty (20) days of the act or omission which gave rise to the grievance, or within twenty (20) days from the date the grievant knew or reasonably should have known of the act or omission, the grievant shall attempt to resolve the grievance through an informal conference with the immediate supervisor of the unit member who was directly affected by the alleged violation, misinterpretation, or misapplication of this Agreement.

9.2.2 Step Two:

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

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

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

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

9.2.3 Step Three:

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

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

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

9.2.4 Step Four: Mediation

9.2.4.1 If the grievant is not satisfied with the disposition of the grievance, or if no disposition has occurred pursuant to the provisions of Step Four, the grievance may be referred to grievance mediation within ten (10) days of the Governing Board's decision.

9.2.4.2 The grievant may request that a conciliator/mediator from the California State Mediation/Conciliation Service, or from any other mutually agreeable recognized dispute resolution center, be assigned to assist the parties in the resolution of the grievance.

9.2.4.3 The mediator, shall meet with the grievant, the Association and the District for the purpose of resolving the grievance.

9.2.4.4 If an agreement is reached, the agreement shall be reduced to writing and shall be signed by the grievant, the Association and the District. This agreement shall be non-precedential and shall constitute a settlement of the grievance.

9.2.4.5 If an agreement is not reached, the Association and District proceed to Step Five.

9.2.5 Step Five:

If no settlement is reached at Step Four, the grievant may submit the written grievance and the immediate supervisor's and Superintendent's responses, if any, to the Governing Board within five (5) days after the last date of mediation

pursuant to Step Four.

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

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

9.2.6 Step Six: Arbitration

The Association shall notify the grievant and the District Superintendent whether or not the grievance will be submitted to arbitration within twenty (20) days of the issuance of the Board's written response to the grievant in Step Five. If the Association decides not to submit the grievance to arbitration or if no such notice is received within the specified time frame, the decision of the Board shall be final.

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

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

The issue of whether a controversy is subject to arbitration shall be determined by the arbitrator.

9.2.7 Group Grievances:

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

9.2.8 Grievance Witnesses:

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

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

9.2.9 Grievance Processing During Regular Working Hours:

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

9.2.10 Separate Grievance File:

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

9.2.11 Authority:

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

9.2.12 Representation:

The grievant may be represented at any stage of these proceedings by the Association or a representative of his/her choice, unless that individual is unavailable or if their presence would cause unreasonable delay in resolving the grievance.

ARTICLE TEN – ORGANIZATIONAL SECURITY

10.

10.1 Dues Deduction

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

ARTICLE ELEVEN – ASSOCIATION RIGHTS

11.

11.1 Mail Facilities

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

11.2 Bulletin Boards

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

11.3 Use of Buildings and Equipment

The Association shall have the right to use school facilities and equipment during all reasonable hours for meetings and other Association activities provided such use does not interfere with operation of the school. These activities shall be scheduled at times mutually agreeable to the Association and the Principal.

11.4 Access to Work Site

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

11.5 Access to Information

The District, upon request by the Association, agrees to respond to the Association, within ten (10) calendar days, with regard to any public document request. The response shall indicate when the document will be made available, in accordance with the California Public Records Act.

11.6 Appointment to District Committee

The teaching staff shall elect unit member representatives to school site councils pursuant to Educational Code section 52852, unit member representatives or committees to develop standards of proficiency pursuant to Educational Code section 52051, (Staff Development) and unit member representatives on any school based program coordination committee pursuant to Education Code 52800 et. seq. In addition, the Association shall appoint unit member representatives to any ad hoc committee established by the District or any other committee established under the Education Code.

Teachers serving on Site Council shall receive one (1) unit of professional growth credit from the District to be applied to the salary schedule or a \$1,000 stipend, at the unit member's election. Professional growth credit for participation on other committees shall be agreed upon prior to the formation of the committee.

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

ARTICLE TWELVE – DISTRICT RIGHTS

12.

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

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

ARTICLE THIRTEEN – REASSIGNMENT/ASSIGNMENTS

13.

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

13.2 Voluntary Reassignment

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

13.3 Involuntary Reassignment

- a. Involuntary reassignments shall only be made after consultation between the superintendent and principal for any of the following reasons:

District instructional needs, required credentials, experience, seniority, most recent evaluator summaries, professional growth of the teacher, opportunity to evaluate the teacher in a different assignment, elimination of a program, and reduction of ADA.
- b. Teachers being subjected to involuntary reassignments shall have the right to indicate preferences from a list of any available openings.
- c. Reassignment will in no case be punitive.

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

13.4 Job Sharing

Section One

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

Section Two

- a. A proposal shall specify:
 - 1. The number and placement of hours per day, days per week, weeks per month, and months per year which each unit member had agreed to work. A narrative description and calendar marked clearly for each participant will be submitted. The information must be submitted to the district office and site administrator on the approved calendar for the appropriate year once it is available.
 - 2. A plan including who will meet which responsibility of the curriculum
 - 3. Parent conferences
 - 4. Staff meetings
 - 5. IEP's

6. Back to School Night
 7. Open House
 8. Adjunct duties
 9. Non-teaching duties allocated to staff
- b. These elements may be in any combination acceptable to the unit members involved and the site principal

Section Three

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

Section Four

- a. Each participant in a shared contract shall receive a proportionate amount of the regular annual salary each would receive if placed individually on the salary schedule. The salary shall be paid in equal monthly installments during the period worked.
- b. Each employee on a shared contract shall receive health and welfare benefits on a prorated basis if the percentage of share is 50% or more as is specified in Article 20.4.

- c. Sick leave shall be prorated in accordance with percentage of full time position as specified in the job share proposal.
- d. Compensation shall not exceed that specified in the governing job share contract.

Section Five Duration and Process

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

13.5 Notification of Assignment

Each unit member shall be given written notice not later than the end of the prior school year of the next year's tentative assignment. Such notice shall specify the building, grade, grade level, and subject area to which the unit member will be assigned, as well as tentatively scheduled prep time and tentative class schedule. Such assignment may be subject to change but unit members shall be notified no later than ten (10) days of the change.

13.6 Vacancies

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

13.7 Seniority

- a. Seniority is defined as the unit member's initial date of service in the district in accordance with state law.
 1. Unit members with the same initial date of service shall have their seniority number determined by board approved criteria.

13.8 In order to provide for the best possible educational opportunities for all students K-12 and to support full time teaching positions within the District, certificated employees in compliance with contract procedures, credentialing requirements and board policies, may be assigned to duties at multiple sites (Point arena High School/South Coast High School and Arena Union Elementary).

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

This plan will include:

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

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

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

- 13.9 When non-credentialed classified employees working with students are not under the direct supervision of a certificated employee, the legal responsibility for the students and the liability are with the principal as the credentialed employee in charge.

ARTICLE FOURTEEN – TEACHING HOURS/ADJUNCT DUTIES

14.

14.1 Length of Workday

- a. The workday shall be a seven and one-half hour day. Unit members shall have a minimum of forty-five (45) minute duty-free lunch period. The workday shall begin (20) minutes before the student instructional day and shall end (20) minutes following the end of the student instructional day except for the weekly shortened day.
- b. On those days when unit members are required to return for an evening meeting, i.e. Open House, Back-to-School Night, or similar events, unit members will be permitted to leave school at the end of the student instructional day.
- c. On the minimum day before Winter Break and the minimum day the last day of school, unit members will be released 45 minutes after the instructional day. Notwithstanding this early release on the last school day, all unit members are, unless otherwise excused by administration, required to complete their full checkout within five calendar days of the last instructional day. The June payroll shall be held for those unit members until full compliance.

14.2 Workload and Adjunct Duties

- a. All adjunct duties, i.e. yard duty, sports, dances, etc. within the workday which do not require full faculty participation shall be equitably distributed among unit members, and yard duty shall not exceed one (1) per week.
- b. Within the exception of an emergency situation, a unit member shall not be required to supervise students beyond the contractually-specified workday except as provided in c and e below. Emergency situations are those things that are out of the ordinary and not part of the regular school routine. A habitual lack of staffing is not an emergency situation.
- c. All bargaining unit members may be requested to supervise a maximum of two adjunct duties per year outside of the regular work day, excluding Open House and Back-to-School nights. Adjunct duties shall be equitably distributed among unit members. Each duty should not exceed approximately 3 hours.
- d. Adjunct duties outside of the regular work day shall not be assigned on a school day before a weekend adjacent to a school holiday.
- e. Adjunct duty assignments at public events located on the High School campus shall be supervised by a minimum of two staff members, one of which could be the athletic director. Parents/classified staff may be used as supplemental

supervision if under the direction of a certificated employee with prior approval of Site Administrator. Staff members will be responsible for supervising the activities inside the gym.

14.3 Participation on Committees

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

14.4 Staff Development

- a. It is the intent of the District and Association that all eligible certificated staff members participate in the District's Staff Development Program. In furtherance of this goal, it is agreed that leave usage on the three State-funded Staff Development days shall be limited to serious situations such as personal illness of a staff member, the illness of an immediate family member which requires the presence of the unit member, or bereavement leave.
- b. The Superintendent shall consult with the Association regarding the content of the material covered on Staff Development Days. The Superintendent shall make the final decision regarding the content of Staff Development Days. Placement of the Staff Development Days shall be part of the calendar negotiations.
- c. The effectiveness of Staff Development Days in improving the District's instructional program shall be jointly evaluated by the Superintendent and Association.
- d. All District development workshops or programs for unit members shall occur during the workday.
- e. Costs related to participation in District Staff Development or programs shall be borne by the District.
- f. There shall be four Staff Development days. Two Staff Development days will take place prior to the start of school. The first day is to be used at the discretion of the District. The second day is for unit members to implement the Staff Development in their classrooms and complete other classroom preparation work and shall take place on the day before school starts. The other two days will be placed at the beginning of the year whenever possible at the District's discretion.

14.5 Work Year

Unit members shall provide instruction for 180 days per year. The unit members' work year is 184 days. Four days shall be staff development days, as described in section 14.4.

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

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

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

14.6 Preparation Period

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

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

14.7.1 A TOSA will be placed on the TOSA salary schedule according to years of experience and academic preparation.

14.7.2 The TOSA salary schedule is based on a 204 day work year. If a TOSA works less than full time, the salary will be adjusted proportionally.

ARTICLE FIFTEEN – PHYSICAL AND SAFETY CONDITIONS

15.

15.1 Safe Working Conditions

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

15.2 Appropriate Classroom Furniture and Storage Fixtures

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

15.3 Changing Classrooms

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

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

ARTICLE SIXTEEN – LEAVES

16.

16.1 Leaves Generally

In the case of a certificated employee who was on leave of absence for 20 or more consecutive working days after April 30 of the previous year, the district may terminate the employment of such an employee if all of the following circumstances exist:

- 16.1.1 The employee fails to report for duty, without good cause, at the beginning of the school year after having notified the Governing Board of his/her intention to remain in service with the district in accordance with Education Code 44842.
- 16.1.2 The district had specifically notified the employee, at least five days in advance, of the time and place at which the employee was to report to work.
- 16.1.3 The employee did not request or was not granted a leave of absence authorized by the Board.

In any such case, the district may terminate the employee's employment on the day following 20 (twenty) consecutive days of absence.

16.2 Personal Illness/Injury Leave

- 16.2.1 Full-time unit members shall be allocated ten (10) days per fiscal year for illness/injury leave (pro-rated for part-time unit members).

Unit members may use illness/injury leave for absence due to accidents or illness; pregnancy, miscarriage, childbirth, and related recovery; personal necessity; medical and dental appointments, in increments of no less than one (1) hour; industrial accidents or illnesses when leave for that purpose has been exhausted; to bond with a child within one (1) year of the child's birth, adoption, or foster care placement; need of the unit member or the unit member's family member (as defined in Labor Code 245.5) for the diagnosis, care, or treatment of an existing health condition or for preventative care; and need of the unit member to seek or obtain relief or medical attention for domestic violence, sexual assault, or stalking.

- 16.2.2 Unused days of sick leave shall accumulate from year to year.
- 16.2.3 After any absence of more than three (3) consecutive duty days due to illness or injury, the unit member must verify the absence by submitting a completed and signed absence form to the site supervisor. The Supervisor or designee may require verification whenever a unit member's absence record shows chronic absenteeism or a pattern of absences immediately before or after weekends and/or

holidays or whenever available evidence clearly indicates that an absence is not related to illness or injury.

16.3 Personal Necessity

16.3.1 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.

Seven (7) 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 and the unit member obtaining a substitute to provide service for the day of absence. If no substitute is obtained, the unit member shall not take the day off.

16.4 Bereavement Leave

16.4.1 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.

16.5 Jury Duty/Witness Leave

16.5.1 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.

16.5.2 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.

16.6 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:

- 16.6.1 A maximum of sixty (60) days leave shall be allowed for each unit member in any one fiscal year.
- 16.6.2 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.
- 16.6.3 The industrial accident or illness leave shall commence with the first day of absence.
- 16.6.4 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.
- 16.6.5 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.
- 16.6.6 Upon the termination of the industrial accident or illness leave, a unit member may be entitled to use his/her regular sick leave.

16.7 Organizational Leave

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

- 16.7.2 The Association shall reimburse the District for all compensation paid the unit member on account of the leave granted in section 16.7.1 above. If a substitute is hired, the Association shall reimburse the District for the substitute's salary.
- 16.7.3 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.
- 16.7.4 All such leave must be taken on a full-day or half-day basis.
- 16.7.5 Such leave may not be utilized to participate or assist in concerted activities in this or other Districts or schools.
- 16.7.6 This leave is fixed at fifteen (15) days per fiscal year and unused leave does not accumulate from year-to-year.
- 16.7.7 Such leave shall be tracked on District leave forms.
- 16.7.8 The Association shall provide a list of officers at the beginning of each school year.

16.8 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.

16.9 Incentive for Reduced Absences

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

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

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

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

16.10 Pregnancy Disability Leave

16.10.1 A unit member shall be granted pregnancy disability leave, which is defined as leave for an employee who is disabled due to pregnancy, childbirth, miscarriage, recovery therefrom, or a related medical condition.

16.10.2 The length of the pregnancy disability leave, including the date on which the leave shall commence and the date on which the unit member shall resume duties, shall be determined by the unit member and unit member's physician, and shall not exceed four (4) calendar months. When possible, the District shall be notified in writing forty-five (45) days prior to the date on which the unit member's leave is to commence. When practicable, employee must provide medical certification before leave begins.

16.10.3 Sick leave and extended illness leave shall be used by unit members absent due to a disabling condition from pregnancy, miscarriage, childbirth, recovery therefrom, or a related medical condition. Unit members returning from pregnancy disability leave in the same school year may retain up to two (2) days of sick leave, upon request.

16.10.4 Upon return from leave a unit member may be required to provide written verification from her physician regarding her physical ability to resume professional duties.

16.10.5 All pregnancy disability leave applications must be submitted to the Superintendent or his/her designated representatives.

16.10.6 Upon determination of disability following childbirth, the unit member may be required to submit a regular statement from a physician verifying continued disability. The Superintendent may, at his/her expense, require an alternative medical opinion. Verification of continued disability may be requested to maintain salary benefits.

16.10.7 The unit member on leave shall notify the Superintendent as soon as possible of the intention to return to service.

16.10.8 This section shall be applied and interpreted in accordance with Government Code sec. 12945.

16.11 Bonding/Parental Leave

16.11.1 It is the intent of this section to make available to employees leave under Education Code section 44977.5. This section shall be applied and interpreted in accordance with state law and regulations.

16.11.2 Employees with at least twelve (12) months of service at the District are eligible to take up to twelve (12) workweeks of parental/child rearing leave within the 12-month period following the birth of a child of the employee or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee.

16.11.3 Employees taking parental/child rearing leave shall use all current and accumulated sick leave, except unit members returning to work in the same school year may retain up to two (2) days of sick leave, upon request.

16.11.4 After exhaustion of sick leave, an employee who continues to be absent on account of parental leave shall be paid for the remaining portion of the 12-workweek period of parental leave either the differential rate or 50% of the employee's regular salary, whichever is greater.

16.11.5 Parental leave under this section runs concurrently with baby bonding leave under CFRA, FMLA, and Government Code section 12945.6.

16.12 Family and Medical Leave Act/California Family Rights Act

It is the intent of this section to apply the terms and conditions of the Family and Medical Leave Act of 1993 (FMLA) and the California Family Rights Act (CFRA) to eligible unit members.

FMLA and CFRA shall be applied in accordance with applicable regulations, including further interpretations of both laws.

16.13 Additional Leaves

Additional leave entitlements that may be applicable to unit members are granted by the Education Code, the Government Code, and by Board Policy.

16.14 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, 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 the day or must use applicable leave for the day.

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

ARTICLE SEVENTEEN – CLASS SIZE

17.

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

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

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

17.2 If a class size exceeds the class maximum, then “a” of the below options will occur. After a conversation between the teacher and the site administrator “b” will be considered.

a. A stipend of \$500 per student in excess of the class size limit per semester will be granted to the teacher of the overcrowded class. This will be paid at the end of each semester, and based on official class enrollment twenty (20) days after the start of the instructional year and fifteen (15) days after the commencement of the second semester.

b. A district paid aide or other support staff member will be assigned to work in the affected class.

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

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

ARTICLE EIGHTEEN – PROFESSIONAL GROWTH

18.

18.1 A teacher may receive up to fifteen (15) units of credit on the salary schedule per academic year.

18.2 A teacher may receive one unit of credit for every fifteen (15) participant hours of board approved staff development activities that are over and above staff development days. Travel time is not included in this fifteen (15) hours.

ARTICLE NINETEEN – CONSULTATION

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

ARTICLE TWENTY – HEALTH AND WELFARE BENEFITS

20.

20.1 Employee and Dependent Insurance Coverage

Beginning July 1, 2018, the medical benefits cap shall be increased from \$14,571.72 to \$15,670 annually per eligible employee, prorated for employees who are less than .85 FTE, per Staywell language. This cap constitutes the total District-paid portion of the medical benefits package, which includes medical, dental and vision coverage. Any medical benefit expenses beyond the cap are the responsibility of the employee. Employees are responsible to pay all deductibles.

Effective July 1, 2019, increase the District contribution toward health and welfare benefits by \$130 to \$15,800 for eligible unit members.

Effective July 1, 2020, increase the District contribution toward health and welfare benefits by \$205 to \$16,005 for eligible unit members.

Effective July 1, 2021, increase the District contribution to health/welfare benefits cap by \$235 to \$16,240.00 for eligible unit members.

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

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

20.2 A teacher on any board approved leave without pay, shall have the option to continue to receive employee benefits coverage for the period of the leave upon a month-to-month reimbursement by the teacher to the District at the group rate. The District will make no contribution towards employee health/vision or dental insurance program for a teacher on Board approved leave of absence without pay.

20.3 For the duration of this Agreement, should a teacher's employment terminate (voluntary or involuntary) he/she shall be entitled to continue the coverage under the COBRA health/vision and dental plans for a period of 18 months from the date of termination at the individual's expense.

20.4 A part-time teacher (.50 FTE to .849 FTE) will be eligible to receive benefits on a pro rata basis. Members employed .85 FTE or more will receive District benefits.

20.5 All requests for continued coverage by retiring or part time teachers shall be submitted in writing thirty (30) days prior to the end of the fiscal year.

20.6 Retired District employees may continue membership in any of the District's medical and related fringe benefit plan at the retiree's expense. This section is subject to the approval of the insurance carrier.

ARTICLE TWENTY-ONE – TEACHER LEADERSHIP/ACADEMIC SUPPORT TEAM

21.

- 21.1.1 Arena Elementary shall maintain a Leadership Team composed of five teachers and the principal. The purpose of the Leadership Team is to assist the principal in carrying out leadership responsibilities, support the principal in instructional leadership and school site management, and advise the principal in making decisions to ensure the continuity of Arena’s programs and the likelihood of student success.
- 21.1.2 The membership of the Leadership Team shall be the principal, two members appointed by the principal one to act as Principal’s Designee, and three members appointed by AUTO. An effort will be made to maintain a balance on the Team between new and experienced members. Participation in the Leadership Team shall be voluntary. One of the teachers selected by the Principal shall be designated by the Principal to act as the Principal Designee.
- 21.1.3 Members of the Leadership Team shall attend monthly Team meetings. Through these meetings, they shall be available to the principal for consultation and advice. Team meetings shall also be a vehicle for Team members to act as liaisons between the teachers and the principal by sharing teacher questions, concerns, and ideas with the principal and bringing the principal’s questions, concerns, and ideas back to the teachers. By communicating with and through the Team, the principal shall gather input (consisting of information and/or opinions) from the majority of the faculty, by communicating with and through the Team before making decisions affecting curriculum, scheduling, staffing (numbers and positions), course offerings, room assignments, and staff development.
- 21.1.4 Members of the Leadership Team shall share leadership responsibilities with the principal. Each teacher member shall be assigned a leadership role by the Team at the beginning of each school year. These roles may be changed in the course of the year by mutual consent of the principal and a majority of the Team members. Teacher leadership roles may include but are not limited to the following: emergency preparedness, school calendar and event organizer, secretary/note-taker for Team and staff meetings, parent-community outreach, and professional development coordinator.
- 21.1.5 The Principal’s Designee acts as principal when the principal cannot be at school. When acting as Principal’s Designee, the teacher’s regular duties shall be covered by a substitute teacher, whenever possible, provided by the District. Whenever and to the extent possible, the Principal’s Designee shall be given enough notice to allow adequate time to prepare for the day(s) he/she must be out of the classroom. In case of emergency, team members may be asked to temporarily assume additional administrative responsibilities.

21.1.6 The stipend for Leadership Team unit members is in Appendix B.

21.2 Academic Support Team

21.2.1 The role of the AST Coordinator is to coordinate the curricular specialists, special education specialist, counselors, principal, and the referring and concerned teachers. The AST Coordinator is responsible for scheduling of AST meetings, all paper work and related filing, and notifying those who are required to attend. The AST Coordinator is not eligible to receive Leadership Team or Specialists' stipends.

21.2.2 Teacher AST participants will be paid \$30 per meeting for all additional meetings beyond the expected non-compensated 10 AST per year.

21.2.3 The teachers will track their attendance on an Academic Support Team form and, per STRS rules, submit timesheets monthly, by the 20th of each month. Timesheets submitted after the deadline may be subject to a fine from STRS.

ARTICLE TWENTY-TWO – COMPENSATION

22.

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

ARTICLE TWENTY-THREE – SALARY PLACEMENT

23.

23.1 Classification by Professional Preparation

- a. A teacher shall be placed on the appropriate class of the salary schedule in accordance with the degrees and advanced preparation he/she has completed.
- b. A teacher may be given credit for up to seven (7) years teaching experience at the time of initial placement on the salary schedule.
- c. Point Arena School Intra district transferees shall retain current placement on the salary schedule.
- d. Effective July 1, 2015 the parties agree to recognize 9 years of prior service with a maximum step placement of step 10.
- e. Effective 7/1/2018, the parties agree to recognize up to 10 years of prior service with a maximum step placement of step 11.
- f. Effective 7/1/2020, the parties agree to recognize up to 15 years of prior service with a maximum initial step placement of step 16.

23.2 Step Requirements

- a. Advancement on the salary schedule shall be at the rate of one (1) step for each year of teaching experience for a teacher who is .75 FTE or more, and works at least 75% of the contractual year
- b. Advancement on the salary schedule shall be at the rate of one (1) step every other year for teachers who are employed at .50 to .74 FTE and work at least 75% of the contractual year.

23.3 Career Increments

- a. A teacher who has a Master's Degree Shall receive the negotiated amount added to his/her basic salary rate. A teacher who has a Doctorate degree shall receive the negotiated amount added to his/her salary rate. No Teacher shall receive recognition for more than one (1) advanced degree at any one time.
- b. Upon verification by the Superintendent, each teacher will be entitled to a reimbursement of up to \$100.00 per year for expenses undertaken to further his/her professional education.

23.4 Units Conversion

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

ARTICLE TWENTY-FOUR – TEACHER EVALUATION

24.

- 24.1 a. Probationary teachers shall be evaluated annually.
- b. The performance of each certificated employee with permanent status shall be evaluated and assessed on a continuing basis as follows: (Education Code 44664)
1. At least every other year
 2. At least every five years if all of the following conditions are met:
 - a. The employees has been employed by the district at least 10 years.
 - b. The employee meets the qualifications of a highly qualified as defined in 20 USC 7801, of the federal No Child Left Behind Act, if 20 USC 6319 requires that his/her position be filled by a highly qualified teacher
 - c. The employee’s previous evaluation rated him/her as meeting or exceeding evaluation standards.
 - d. The evaluator and the employee agree to this schedule. Either the evaluator or the employee may withdraw consent at any time.
 3. Permanent teachers who receive unsatisfactory or needs to improve on their evaluations will be evaluated the subsequent year.
 4. Permanent teachers who receive unsatisfactory or needs to improve on specific areas of their evaluations will be evaluated only on those specifically defined areas the subsequent year.
 5. Noninstructional certificated employees shall be evaluated on their performance in fulfilling their defined job responsibilities. (Education Code 44662)
- 24.2 The following staff evaluation procedures will be implemented.
- a. By October 15, the evaluator will hold a pre-evaluation conference with each teacher scheduled for evaluation at which teacher-directed and district-directed goals shall be established, based upon the California Standards for the Teaching Profession. Before the process begins, the evaluator will make it clear to teachers in writing on what they will be evaluated. Observations and written comments will focus on the agreed-upon goals. If an observation reveals a critical issue outside of the stated goals, the evaluator may, in conversation with the teacher, establish additional goals to be observed in subsequent observations and establish a plan to support those goals.

- b. A copy of goals and objectives and the results of observations, including recommendations, shall be given to each teacher and placed in his/her personnel file.
 - c. The Teacher Evaluation Form shall be completed by May 1 and be specific in describing positive action to correct any cited deficiencies. The report shall include but not be limited to recommendations for improvement. Areas of strength shall be noted on the Teacher Evaluation Form.
 - d. Methods of assessment shall include self-evaluation, observation, discussions, conferences and formal observation forms.
- 24.3 Evaluations shall be based on the evaluator's first-hand information and will follow the process as outlined in Teacher Evaluation Form. There shall be a minimum of two formal observations and other informal observations as appropriate prior to the final evaluation.
- a. The formal observations will follow best practices.
 - 1. The evaluator will schedule the observation time and date at least one week in advance. Except in the case of critical emergency, if the schedule must be altered, the teacher will be notified in advance and the evaluator will reschedule with the aforementioned requirements.
 - 2. The evaluator will observe the whole lesson or class period.
 - 3. The evaluator will hold a post-observation conference to discuss the lesson.
- 24.4 The Principal will develop Teacher Evaluation Forms. All forms must be mutually agreeable to District and AUTO.

ARTICLE TWENTY-FIVE – PERSONNEL FILES

- 25.
- 25.1 A teacher shall be provided a copy within five (5) days of all derogatory material when it is to be placed in his/her personnel file. He/she shall be given an opportunity to prepare a written response within ten (10) days to such material. The written response shall be attached to the material.
- 25.2 Derogatory material shall be placed in the teacher's personnel file within twenty (20) days after notice to the employee.
- 25.3 Upon written authorization by the teacher, a representative of the Association shall be permitted to examine and/or obtain a copy of material in such teacher's personnel file.
- 25.4 A teacher may request that commendations or other evidence of meritorious conduct be placed in his/her personnel file. A written response will be given if the material is not placed in his/her personnel file.
- 25.5 The person(s) who draft and/or place material in a teacher's personnel file shall sign the material and signify the date on which such material was drafted and placed in the file.
- 25.6 The Superintendent shall keep a log indicating the person(s) who have requested and received permission to examine a teacher's personnel file, as well as the date such examination was made. Such log shall be available for examination by the teacher or his/her Association representative if so authorized by the teacher.
- 25.7 Access to personnel files shall be limited to the District Superintendent and personnel staff and agents of the District on a need-to-know basis. Board members may request review of a teacher's personnel file at a closed session of the Board. The contents of all personnel files shall be kept in strict confidence.

SIGNATURE PAGE

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

1. The Articles and provisions contained herein constitute an agreement (“Agreement”) by and between the Governing Board of the Arena Union Elementary School Board of the Arena Elementary School District and the Arena Union Teachers Organization (“Organization”), an employee organization.
2. This Agreement is entered into pursuant to Chapter 10.7, sections 3540-3549 of the Government Code (Act”).
3. This Agreement shall remain in full force and effect from July 1, 2021 to June 30, 2024. Negotiations are closed for 2021-22, 2022-23, and 2023-24.

TENTATIVE AGREEMENT

Warren Galletti
District Negotiator

Allison Barnes
AUTO Representative

Cristin Allen
AUTO Representative

Scott Fraser
AUTO Representative

Date:

Date:

BOARD APPROVAL

Board President

Date: