


4-11-2024 (T.A.)  
PAS District and PATU

1. Increase the Health and Welfare Benefits Cap by \$300.00 from 16,710.00 to 17,010.00 Effective July 1, 2024.
2. 5% Increase to certificated salary schedule beginning July 1, 2024.

4/11/2024  For Dist

4/11/24  For PATU

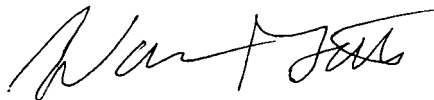
Tentative Agreement  
April 8, 2024

The Parties agree to the following for Appendices listed in the PATU contract:

1. Appendix A - Salary Schedule
2. Appendix B - Stipend Schedule
3. Appendix C - Coach Schedule
4. Appendix D - Evaluation Handbook
  - a. This shall be the evaluation handbook as included in the appendix to the PAHSTA contract.
5. Appendix E - Grievance Forms
  - a. The Parties shall mutually agree upon grievance forms to be included in the document.
6. Appendix F - Past Practice List

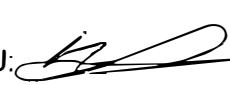
For the District:

Date:



4/8/2024

For PATU:



Date:

4/8/24

**Tentative Agreement**  
**April 4, 2024**

The Parties agree to the following Articles as proposed by PATU on March 25, 2024:

- ✓● Article 5
- ✓● Article 6
- ✓● Article 7
- ✓● Article 8
- ✓● Article 9
- ✓● Article 10
- ✓● Article 11
- ✓● Article 12
- ✓● Article 13 - *Personal files*
- ✓● Article 14b (Physical and Safety Conditions)
- ✓● Article 17
- ✓● Article 19
- ✓● Article 20
- ✓● Article 24
- ✓● Article 25
- ✓● Article 26

The language set forth above is agreed upon, however the Parties acknowledge that renumbering and other non-substantive changes may be made to the language in order to facilitate ease of understanding of the final document.

For the District:

Date:

*W. A. F. K.* 4-4-2024

For PATU:

Date:

*[Signature]* 4/4/24

TAC ~~XXXX~~

4/4/24

**District Counter Proposal**  
**Article 1**  
**April 4, 2024**

*[Handwritten signature]*  
4/4/2024

**Article 1: Agreement**

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 Arena Union Elementary School District and the Point Arena Teachers Union (“Union”), an employee organization.

1.2 This Agreement shall be in full force and effect from **July 1, 2024 through June 30, 2027.**

**1.3** 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:

**1.4 Negotiations are closed for the 2024-25 school year.** 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.

*(Note: The District agrees in concept but would want the final version to specify contract years; the first sentence is a placeholder.)*

**District Counter Proposal**

**Article 2**

**April 4, 2024**

**Article 2: Recognition**

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

TA  4/4/24

 4/4/2024

**District Counter Proposal**

**Article 3**


**April 4, 2024**

**Propose to strike Article 3.**

**Definitions articles are confusing, and it is best practice to insert the definition as needed within the relevant section.**


**E.g. If you want to refer to a day as a day the unit member is supposed to report to work, then it is "Working Day". If it's calendar days, then it says "calendar day" etc.**


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**District Counter Proposal**  
**Article 4**  
**April 4, 2024**

**Propose to strike Article 4, as it is not necessary.**

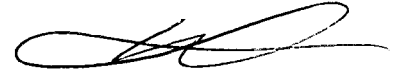
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~~District~~ Counter Proposal #2  
Article 13b (Working Conditions)  
April 4, 2024

TA 4/8/24



W. J. [Signature]  
4/8/2024

**Article 13b: Working Conditions**

**13.1 Work Year**

13.1.1 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, directed by the District in accordance with Article 16.

13.1.2 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.

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

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

13.1.3.1.1 One day for grade-level or department-level meetings and/or collaboration;

13.1.3.1.2 One day for District meetings;

13.1.3.1.3 One day for PLC, AST, etc;

13.1.3.1.4 One day for Professional Development determined by the District and set at the beginning of the year in collaboration with the unit;

13.1.3.1.5 Should there be a fifth day in any given month, the District may use the day at its discretion;

13.1.3.1.6 Regardless of a-e above, when this shortened day falls prior to grades being due the time shall be available for doing grades.

**13.1 Teaching Hours**

13.1.1 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 twenty (20) before the regular school day for K-8 teachers, and ten (10) minutes before the regular school day for 9-12 teachers, with the exception of those days when staff meetings or in-service activities are held.

13.1.2 Teaching is a profession and cannot be confined to "on site" hours alone.



13.1.3 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.

13.1.2 Teachers assigned to the Arena Union Elementary school campus shall be entitled to a forty-five (45) minute duty-free uninterrupted lunch period during the regular student lunch period. Teachers assigned to the Point Arena High School Campus shall be entitled to at least a thirty (30) minutes duty-free uninterrupted lunch period during the regular student lunch period.

13.1.3 On those days when unit members are required to return for an evening meeting, such as Open House, Back-to-School Night, Senior Awards Night, Graduation or similar events, unit members will be permitted to leave school at the end of the student instructional day.

13.1.4 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.

13.1.5 All meetings shall happen during contract hours. However, during the school year, Unit Members may be required to attend ASTs, IEPs, SSTs, and 504s ~~meetings~~ after school hours but not to run past 4:30pm. ~~which may include~~, The unit member shall be compensated at the supplemental rate for time required to attend beyond the standard Contract hours. These after school meetings must not exceed more than 2 meetings per month.

13.1.5.1 Every effort should be made to schedule Individual Educational Program meetings during the school day.

13.1.6 Effective July 1, 2019, all full-time special education teachers, with a special education credential, including provisional, intern and preliminary credentials, and assigned to a special education position, shall receive two (2) days of release time per full school month, except as set forth below, 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.

13.1.6.1 Teachers shall only receive one (1) release day per month in August, December, and June.

## 13.2 Master Schedule

13.2.1 Members of the Association shall be involved in the development of the Master Schedule.

13.2.2 Unit Members shall be given drafts of preliminary schedules in order to review and make suggestions.

## 13.3 Duties

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13.3.1 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.

13.3.1.1 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.

13.3.2 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:

13.3.2.1 Classroom will be organized and arranged in an attractive, ready-to-begin manner.

13.3.2.2 Instruction begins on the first day.

13.3.2.3 Lesson plans for the first week of school will be outlined and available to the Site Administrator.

13.3.3. 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.

13.3.4 Teachers may choose to volunteer for additional extracurricular/extra duty activities that may include chaperoning dances or running the gate at sporting events and will be compensated a flat rate of fifty dollars (\$50) for each additional activity.

13.3.5 Part time teachers will be assigned three (3) extracurricular/extra duty activities on a prorated basis. Part time teachers may also volunteer for compensated extracurricular/extra duty activities.

13.3.6 A teacher's lunch period shall not be considered as being "on site".

13.3.7 A teacher leaving campus during "on site" hours shall check out/in at the office.

#### 13.4 K-8 Duties:

13.4.1 All adjunct duties, i.e. sports, dances, etc. within the workday which do not require full faculty participation shall be equitably distributed among unit members. and shall be compensated at the supplemental rate. A unit member shall not be required to perform yard duty more than once (1) per week, unless they mutually agree.

13.4.2 With exception of an emergency situation, a unit member shall not be required to supervise students beyond the contractually-specified workday except as provided 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.

13.4.3 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.

13.4.4 Adjunct duties outside of the regular work day shall not be assigned on a school day before a weekend adjacent to a school holiday.

13.4.5 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.

#### 13.5 Preparation Period

13.5.1 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.

13.5.2 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 their daily rate.

13.5.3 K-8: 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.

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13.5.4 9-12: 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 prorated preparation period.

**District Proposal**  
**Article 13c (Job Sharing/Team Teaching)**  
**April 4, 2024**

TAC 4/4/24  
WAT 4/4/24

X.1 Job Sharing

X.1.1 **Two permanent** unit members are eligible to apply for job share arrangements.

X.1.2 Requests to participate in a job share position shall be submitted by March 1<sup>st</sup> of the school year prior to the intended job share.

X.1.3 The District exclusively reserves the right of approval.

X.1.4 The District may, after March 1<sup>st</sup>, 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.

X.1.5 A **job sharing** proposal **must include** ~~shall specify:~~

X.1.5.1 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.

X.1.5.2 A narrative description and calendar marked clearly for each participant will be submitted.

X.1.5.3 A plan including who will meet which responsibility of the curriculum, **and how job sharing participants will divide other professional responsibilities such as** parent conferences, staff meetings, IEP **meetings**, Back to School Night, Open House, **Senior Awards Night, Graduation, and other adjunct duties** **and** non-teaching duties allocated to staff.

X.1.5.4 These elements may be in any combination acceptable to the unit members involved and the site principal.

X.1.6 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.

X.1.6.1 ~~Both~~ **All** employees are required to attend ~~the~~ in service days.

X.1.6.2 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.

X.1.6.2.1 If a job share partner is absent for ~~not more than~~ **up to** 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~~ **their** 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.

X.1.6.3 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.

X.1.7 ~~The information must be submitted to the district office and site administrator on the approved calendar for the appropriate year once it is available.~~ **The job share partners must submit to their site administrator a calendar identifying the work schedule for the duration of the sharing agreement no later than the first contract day for the school year.**

X.1.8 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.

X.1.9 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.

X.1.10 Sick leave shall be prorated in accordance with **the** percentage of full time position as specified in the job share proposal.

X.1.11 ~~Compensation shall not exceed that specified in the governing job share contract.~~ **In no event shall a job share cost the District more than a 1.0 FTE. Excessive cost is a valid basis for denial of a job share proposal.**

X.1.11 Job sharing contracts shall be one (1) year in length.

X.1.11.1 Job share contracts may be approved for any number of subsequent years, one year at a time.

X.1.11.2 Unit members must resubmit a proposal and request for job share by March 1<sup>st</sup> 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.~~

X.1.11.3 A unit member who has been approved for a job-share will be granted a leave of absence for that part of the assignment **they are** he/she is not working.

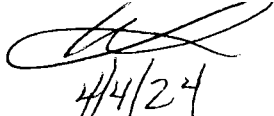

## X.2 Team Teaching

X.2.1 The District will make every effort to ensure a common prep for team teachers.

X.2.2 The District will offer team teachers the opportunity to attend training specific to team teaching on an annual basis.

X.2.3 The District will offer unit members new to team teaching training on team teaching prior to the academic year.

District Counter Proposal  
Article 14a  
April 4, 2024

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4/4/24  
 4/4/24

ARTICLE 14 – TRANSFER, REASSIGNMENT, ASSIGNMENTS

14.1 ~~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 or if the class size increases by 50% or more. For the purposes of this Article, the following definitions apply:~~

14.1.1 A “transfer” shall be a move from Arena Elementary School to Point Arena High School, or vice versa.

14.1.2 A “reassignment” is a change in grade span taught or department. Grade spans for purposes of reassignment shall be: TK-2, 3-5, 6-8, and 9-12.

14.1.3 A “vacancy” is a bargaining unit position that is not filled with a unit member for the following school year. Vacancy includes all newly-created positions.

14.2 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.~~

14.2.1 A teacher may submit a written request for transfer or reassignment for to any vacancy 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 vacancy to be effective the following school year;~~

b. ~~Should an opening occur during the summer, the District shall notify all appropriately credentialed teachers by mail or electronically at the time of the opening and email notification will be sent to the Association President.~~

b. The assignment requested is open the following school year, or can be arranged through transfers; and



**c. A suitable replacement can be obtained for the teacher's current position.**

14.2.2 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.

~~14.2.3 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.~~

14.2.4 If a unit member's request for a voluntary **transfer or** 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.

a. If the unit member requests that ~~his/her~~ **their** application for reassignment be kept confidential, the principal will treat the matter as confidential.

b. Unit members returning from leave shall be afforded all rights provided under this section.

14.3 Involuntary **Transfer or** Reassignment

14.3.1 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 **or reassignments** 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.

14.3.2. **Involuntary transfers or** reassignments will in no case be punitive.

14.3.3. Unit members who are **involuntarily transferred or** 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.

14.3.4. A unit member who has been involuntarily **transferred or** reassigned shall not be involuntarily **transferred or** reassigned in a subsequent school year

14.3.5. A teacher involuntarily **transferred or** reassigned may request a written statement from the principal of the reasons for the **transfer or** reassignment, and the request shall be responded to within five (5) days. The teacher may also request a meeting with the site administrator to discuss the **transfer or** reassignment and the reasons for it.

14.3.6 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).

- a. In such cases, the two site Principals or designees will develop and present to the teacher a “Multi-Site Assignment Plan” on or prior to the first workday of the school year.
- b. 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.

#### 14.4 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 prior to the start of the school year of the change.

~~14.5 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.~~

~~14.5.1 — Certified staff with the same date of service will have their seniority determined by board approved criteria.~~

~~12.4.2 — Certified 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 lay off if re-employed during the statutory period.~~

~~12.4.5 — 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 Site Administrator as the credentialed employee in charge.~~

## 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 **a job description, if available, and credentials and qualifications necessary to meet the requirements of the position. 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 (1) 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.

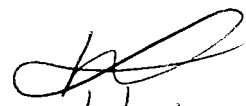

12.5.3 The District shall notify, by ~~mail and~~ email to the last known address, all unit members during summer recess or period of leave of vacancy ~~any posted openings which may arise~~ during the summer recess or period of leave.

12.5.4 Interviews for applicants shall include at least one Unit Member member appointed by the Association if available for the interview date.

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12.5.5 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.

**District Counter Proposal**  
**Article 15**  
**April 4, 2024**

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**Article 15 - Class Size**

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

a. 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><u>9-12 Core Classes</u></b>	<b><u>30</u></b>
<b><u>9-12 PE</u></b>	<b><u>45</u></b>
<b><u>RSP</u></b>	<b><u>Caseload of 28</u></b>
<b><u>SDC/LH</u></b>	<b><u>12:1 Ratio</u></b>
<b><u>SDC/SH</u></b>	<b><u>10:1 Ratio</u></b>

~~15.1.1 RSP caseload is 28:1; SDC/LH maximum caseload is 12:1; SDC/SH maximum caseload is 10:1.~~

**15.1.1 Chorus and Band classes shall be exempt from the class size maximums identified above.**

~~Moved below 15.2 — 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 **and/or**~~

~~of different levels of ability or achievement. 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.~~

~~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.~~

~~15.3 Aides may be assigned by the principal in smaller classes, as needed, due to students with special needs.~~

~~15.4~~

~~9-12:~~

~~15.5 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.~~

~~15.6 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.~~

15.2 The ~~Board and Association~~ **District and Union** 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 for assigning students:

Art	<del>Eighteen (18) students</del> <b><u>Twenty-four (24) students</u></b>
Agriculture	Twenty-four (24) students
Auto Shop	Twenty (20) students
Wood Shop	Twenty (20) students
Laboratory Science	Twenty (20) students, or the number of lab stations, whichever is higher
Construction Technology	Twenty (20) students
Weight Room	Twenty (20) students
Ceramics	Fourteen (14) students

15.3 In addition to the above **mentioned guidelines** ~~class size limits~~, the following should also be considered in determining class size:

15.3.1 Total enrollment in teacher's daily schedule.

15.3.2 Class requirements and prerequisites.

15.3.3 Equipment and/or material available to the teacher and/or students.

15.4 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 **and/or of different levels of ability or achievement**. 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.

15.5 ~~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.~~ **In the event an Arena Elementary School class size exceeds the guidelines above, then the following options will be discussed, and an option to implement will be agreed upon between the unit member and Site Administrator:**

15.5.1 A stipend of \$500 per student **per semester for each student beyond the guidelines above on a teacher’s roster** ~~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.


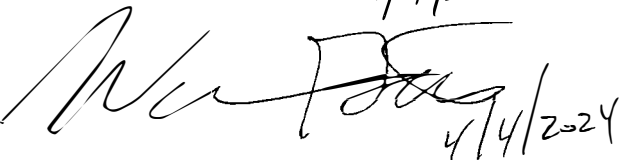
15.5.2 A district paid aide or other support staff member will be assigned to work in the affected class.

**15.5.3 If no other agreement is reached, then the unit member will be paid the above stipend in 15.5.1.**

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



**District Counter Proposal #2**  
**Article 16**  
**April 4, 2024**

TA   
4/4/24  
  
4/4/2024

**Article 16 - Professional Development**

16.1 Staff Development

16.1.1 It is the intent of the District and Association that all eligible certificated staff members participate in the District's Staff Development Program.

16.1.1.1 In furtherance of this goal, it is agreed that leave usage on 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.

16.1.2 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 discussions.

16.1.3 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.~~

16.1.4 Costs related to participation in District Staff Development or programs shall be borne by the District.

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

16.1.6 In-service training held on a teaching day shall be scheduled to end no later than 3:30 p.m. unless otherwise agreed to by the Union.

TA 4/8/24

PATV

~~District~~ Counter Proposal #2

Article 18

April 4, 2024



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**Article 18 - Teacher Leadership/Academic Support Team**

18.1.1 Each school site shall maintain a Leadership Team composed of five members 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 programs and the likelihood of student success.

18.1.2 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 the Association at each school site. 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.

18.1.3 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.

18.1.4 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. 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.

18.1.5 The Site Administrator'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.

## 18.2 Academic Support Team

18.2.1 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.

~~18.2.2 Pursuant to 13.1.3, AST meetings shall happen primarily during teachers' on-site hours. AST participants will be paid \$30 per meeting for each meeting after the 5th which occurs outside of teachers' onsite working hours.~~

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

District Counter Proposal  
Article 21  
April 4, 2024

TA [Signature] 4/4/24  
[Signature] [Signature] 4/4/24

*Any language not identified below is agreed upon as drafted in PATU's 3/25/24 Proposal*

...

21.3 Personal Necessity

21.3.1 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.

21.3.2 Personal necessity may be used for the following reasons:

21.3.2.1 Death or serious illness of a member of the unit member's immediate family, other relatives or close/important relationships of the employee.

21.3.2.2 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.

21.3.2.3 Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.

21.3.2.4 Personal business of a serious nature which the employee cannot disregard and cannot take care of outside of the workday.

21.3.3 **"No-Tell" Days:** 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 the unit member shall ~~try to~~ **obtain**ing a substitute to provide service for the day of absence. **If no substitute is obtained, the unit member shall not take the day off.**

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21.9 Incentive for Reduced Absences

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

21.9.1.1 Zero (0) **personal necessity days, including those identified under 21.3.3, used days absent** in a work year = **\$1,500**

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

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

...

## 21.10 Pregnancy Disability Leave

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21.10.1 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.

21.10.2 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.

21.10.3 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.~~

21.10.4 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.

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

21.10.6 Upon determination of disability following childbirth, the unit member may be required to submit a regular statement from a physician verifying continued disability. Verification of continued disability may be requested to maintain salary benefits.

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

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

## 21.11 Bonding/Parental Leave

21.11.1 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.

21.11.2 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.

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

21.11.4 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.

21.11.5 **If a unit member chooses not to exhaust their sick leave, the period of leave shall be unpaid.**

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

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## 21.15 Travel & Study Leave

21.15.1 A leave of absence for travel and study may be granted **at the Board's discretion,** for purposes of travel, study, or related work experiences. A leave for study and travel will normally be approved only if the certificated employee incorporates a

plan of study or research in an area related to self-development in order to maintain skills and improve professional competence.

21.15.2 ~~Eligibility~~ To be eligible for this leave, a certificated employee shall have rendered at least ~~five (5)~~ **eight (8)** consecutive years **of service** to the District.

~~21.15.3 Selection Criteria~~ Priority in selection shall be given to the value of the leave to the District as a whole, length of service in the District, and soundness of the leave.

21.15.3 ~~Length~~ The Board of Trustees shall grant no leave for travel and study that exceeds one (1) year ~~except for those leaves which can be shown to be of benefit to the District.~~

21.15.4 **Compensation, including contribution towards fringe benefits, during the leave shall be at the discretion of the Board. In any event, a unit member on an approved leave pursuant to this section may continue on District-sponsored health insurance at their own cost during the leave.** ~~Compensation~~ The certificated employee shall receive full fringe benefits granted by the District and ~~may receive salary as agreed upon by the District and the Employee.~~

21.15.4 ~~Application~~ An application letter requesting a leave of absence shall be submitted to the Board no later than the Board Meeting in ~~December~~ **February** of the year prior to the school year in which the leave is to take effect.

21.15.5 Upon completion of the leave and within forty-five (45) days following the ~~certificated employee's~~ return to duty, a written report of the leave shall be filed with the Superintendent/~~Principal~~. This report shall provide evidence that the intent of the leave plan was fulfilled and shall be submitted to the Board by the Superintendent/~~Principal~~.

**21.15.5.1 At the discretion of the Superintendent and/or Board, the unit member may also be required to provide a presentation regarding their leave to District staff and/or at a public meeting of the Board of Trustees. These presentations shall be required if the District grants any compensation for the duration of the leave.**

#### ~~Assignment Upon Return~~

~~It is the District's intent to reassign a certificated employee to the position held at the time of granting of leave unless he/she agrees to other arrangements.~~

7. A

## District Counter Proposal

### Article 22

April 4, 2024

## ARTICLE 22 – HEALTH AND WELFARE BENEFITS

### 22.1 Employee and Dependent Insurance Coverage

Beginning July 1, ~~2018~~ **2024**, 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 full contribution towards 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.

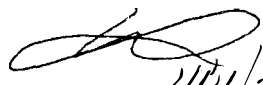

22.8 Retired District employees may continue membership in any of the District's medical and related fringe benefit plan at the retiree's expense. This section is subject to the approval of the insurance carrier.

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**District Counter Proposal**  
**Article 23**  
**April 4, 2024**

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**Article 23 - Salary**

**23.1 Classification by Professional Preparation**

23.1.1 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.

23.1.2 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.

**23.2 Step Requirements**

23.2.1 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.

**23.3 Graduate Degree Recognition**

23.3.1 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).

**23.4 Career Increments**

23.4.1 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.

## 23.5 Units Conversion

23.5.1 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.

23.5.2 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.

23.5.3 Lower division course units may be applied to the salary schedule with prior written approval by the Principal or Superintendent.

23.6 (~~Specific to 9-12~~): In a seven period day a teacher **assigned to Point Arena High School** shall not teach four different courses without additional compensation. ~~The Principal shall request for compensation:~~

23.6.1 Annual financial compensation shall be as follows:

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

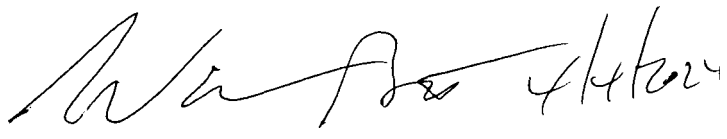
23.6.2 For those that qualify for this additional compensation, there will be an additional stipend of \$100 for each course that meets A-G requirements.

23.6.3 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.

PA  4/4/24

District Proposal  
Article Z  
April 4, 2024

 4/4/24

**Article Z - District Rights**

**Z.1** The District affirms its legal rights to manage the operations of the District. 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.

TA 4/8/24   
*W. F. Jones* 4/8/2024

**APPENDIX "B"**

**STIPEND SCHEDULE**

The following extra duties will be compensated at the rate indicated:

Athletic Director	\$2,000 (Elementary) <b><u>\$6,500 (High School)</u></b>
Coaches Volleyball Softball <del>Boys Basketball</del> <del>Girls Basketball</del>	See salary schedule in Appendix B
Yearbook	\$1,180 (Elementary) \$2,500 (High School)
Leadership Team ( <b><u>up to 5 positions per site</u></b> )	\$1,500 or 1 District Unit
Webmaster	\$1,000
Special Education Coordinator	\$1,000 or 1 District Unit
AST Coordinator	\$1,500 or 1 District Unit
AST Specialists:	
● Math	\$750 or 1 District Unit
● Reading	\$750 or 1 District Unit
● Special Ed	\$750 or 1 District Unit
8 <sup>th</sup> Grade Advisor	\$500

Arena Science Fair Coordinator	\$1,000
Arena Art Fair Coordinator	\$1,000
Supplemental Pay	\$50 per hour
ELPAC Coordinator ( <del>both districts</del> )	\$2,500 ( <b><u>If one person for both</u></b> ) \$1,250 ( <b><u>If one person for each district</u></b> )
Site Council (2 positions)	\$1,000 or 1 District Unit
High School Activities Director	\$5,000 (or one period)
Independent Study Coordinator	One period per day
High School Drama Coach	\$1,000 per production; <b><u>maximum of 2 productions per year.</u></b>
High School Peer Counseling	\$500
Freshman or Sophomore Class Advisor (min. of 2 positions per grade)	\$1,000
Junior or Senior Class Advisor (min. Of 2 positions per grade)	\$2,000
Community Service Advisor	\$1,000
Pep Band	\$1,000

Marching Band	\$800
High School Administrative Designee	\$2,000
Agriculture Maintenance	\$1,000
*NTN	\$500
College Dual Enrollment Course taught at PAHS	\$300/Unit
**Club Advisor	\$1,000
High School Art Show	\$1,000 per show; <b><u>maximum of 2 shows per year.</u></b>
10th Grade Counseling	\$1000
<del>Community Service Coordinator</del>	\$1,000
High School Testing Coordinator	\$2,500

**Stipend Implementation Provisions**

1. In the event that a teacher with prior approval of the District Board schedules, plans and implements an overnight field trip for their class, they will receive a \$500 stipend for that trip in recognition of fundraising and supervision duties related to the educational trip. Teachers with prior Site Administrator approval, who plan and lead a full-day field trip outside of Point Arena in conjunction with a fundraiser will receive a \$250 stipend (excluding trips planned and/or funded at the Administrative level ex. Blaire Day).
2. **Availability of a specific stipend each year is at the discretion of the District.**
3. Assignments for these duties shall be voluntary and annually offered to certificated personnel first. In the event two or more certificated personnel volunteer, the same



criteria as voluntary reassignment will be applied. If more than one (1) unit member serves in a single stipend position, the stipend (or number of District units) shall be prorated. In the event that no certificated personnel apply, the position may be offered to non-certificated persons.

4. ~~Effective July 1, 2021, a~~ Unit members serving in specific stipend positions (noted above) shall be able to opt to receive the stipend or the District unit(s) (toward advancement on the salary schedule). The unit member may not split the stipend amount and the number of unit(s). The unit member must notify Human Resources of their irrevocable election (between the stipend and the District unit) by August 31. If the unit member does not meet this deadline, the default will be the stipend amount. The unit member must complete the year of service in order to receive the District unit.
5. The salary schedule and stipends for athletic coaches shall be set forth on the Coaches Salary Schedule (Appendix C).
6. \* Pro-rated for part-time unit members. The stipend will be paid at the end of the school year in the June supplemental payroll.
7. \*\*In order to be eligible for the Club Advisor stipend, the club must be an organized, ASB-and-Site administrator club with a club charter. The stipend will be prorated based on the start date of the club compared to the number of months remaining in the year. The \$1,000 stipend will be split if the club has more than one advisor.

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

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