

AGREEMENT BETWEEN

The

GOVERNING BOARD

Of The

**POINT ARENA JOINT UNION HIGH SCHOOL
DISTRICT AND THE ARENA UNION ELEMENTARY
SCHOOL DISTRICT**

And

POINT ARENA TEACHERS UNION

July 1, 2024 – June 30, 2027

“The 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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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 2025-26 and 2026-27 negotiations, the parties shall have the right to reopen in the areas of salary, health & welfare benefits, and two additional articles each.

ARTICLE 2: RECOGNITION

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

ARTICLE 3: DISTRICT RIGHTS

- 3.1 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.

ARTICLE 4: ASSOCIATION RIGHTS

4.1 Physical and Electronic 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 including both physical and electronic mail boxes.

4.2 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.

4.3 Use of Buildings and Equipment

The Association and its members shall have the right to make use of the school equipment and facilities. Such equipment shall include computers, fax machine, copy machine, email, and all types of audiovisual equipment when such equipment is not otherwise in use and it is not disruptive to the normal functions of the school. Excessive use of this privilege may result in an assessment by the District and compensation for use of facilities and equipment as outlined in Board policy. Members will not use facilities or equipment for personal gain or profit. These activities shall be scheduled at times mutually agreeable to the Association and the Site Administrator.

4.4 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.

4.5 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.

4.6 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. Unit members 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.

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

ARTICLE 5: APPLICATIONS OF STANDARDS

- 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 unit member 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 6: DISCRIMINATION

- 6.1 The Board shall not illegally discriminate against any unit member on the basis of race, color, creed, age, sex, gender identity, national origin, political affiliation, domicile, marital status, sexual orientation, physical handicap, religion, 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 7: SAVING

- 7.1 If any provision of this Agreement or any application thereof is held by a court of appropriate jurisdiction to be contrary to law, then such provision or application will be deemed invalid, to the extent required by such court decision, but all other provisions or applications shall continue in full force and effect.

- 7.2 Should a provision of application be deemed invalid, as described in paragraph 1 above, either party may request a meeting to negotiate. If such a request is made, the parties shall meet not later than ten (10) days after such court decision to renegotiate the provision or provisions affected.

ARTICLE 8: MISCELLANEOUS PROVISIONS

- 8.1 This Agreement shall supersede any Board Policy, administrative regulation or contract, which is, or may in the future be contrary to, or inconsistent with its term.
- 8.2 Any individual contract between the Board and an individual unit member heretofore executed shall be subject to, and consistent with the terms and conditions of this Agreement.
- 8.3 In the event the State provides the opportunity, The Board of Education may act to open a retirement window for the “Golden Handshake.”

ARTICLE 9: MAINTENANCE OF BENEFITS

- 9.1 Board policy is controlling except where the contract grants greater or additional rights to certificated employees of the District.
- 9.2 The Association does not waive its right to bargain changes in working conditions which may not be specified in the contract.
- 9.3 The Board shall not reduce or eliminate any previously negotiated benefits and/or past practice listed on Appendix F which were enjoyed by unit members as of the effective date of this Agreement unless otherwise provided by the express terms of this Agreement.

ARTICLE 10: GRIEVANCE

10.1 Definition

- 10.1.1 Grievance: Any alleged violation, misinterpretation, or misapplication of the terms and conditions of this contract.
- 10.1.2 Grievant: A Unit Member covered by this Agreement who is filing a grievance, or the Association when the alleged contract violation applies exclusively to the Association.
- 10.1.3 Conferee: A person who is not a party to the grievance who is asked by either party to serve as the party's advisor.
- 10.1.4 Party-In-Interest: Any person who might be required to take action or against whom action might be taken in order to resolve the claim.
- 10.1.5 Site Administrator: The administrator having immediate jurisdiction over the employee who is filing the grievance.
- 10.1.6 Day: Any day in which Unit Member are required to render service to the District.

10.2 General Provisions

- 10.2.1 Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration or to have the grievance adjusted without the intervention by the Association, provided the adjustment is consistent with the terms of this Contract and the Association has had an opportunity to file a response stating its views. Only the Association has the right to take a grievance to arbitration.
- 10.2.2 The time limits may be extended only by mutual written agreement of the Superintendent and the Grievant.
- 10.2.3 If the District does not respond in established time limits, the grievant may appeal to the next level. If the grievant does not appeal to the next level in the established time limits, the grievance is deemed to be resolved.
- 10.2.4 All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
- 10.2.5 Prior to the time the grievance is resolved, the parties agree to keep the grievance confidential.

10.2.6 It shall be the responsibility of all parties involved in a dispute to resolve such dispute at the lowest possible level.

10.2.7 Persons called upon to attend meetings within the working day shall not lose pay because of such meetings.

10.3 Procedures

10.3.1 Informal Level:

10.3.1.1 When an employee believes a grievance exists, they shall submit the grievance in writing requesting an informal conference with the person whose action or inaction gave rise to the grievance. This must take place within 20 days after the occurrence of the action or inaction, or when the Grievant knew or should have known a grievable event had occurred. The conference shall take place within 10 days of the written request.

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

10.3.2 Level 1:

10.3.2.1 If the dispute is not resolved informally, and the employee wishes to pursue the matter a written copy of the grievance shall be submitted to the Principal within ten days of the date of the informal conference. Within ten days of receipt of the written grievance the Site Administrator shall submit a written response to the grievance. A copy of the response shall be sent to the Grievant, Superintendent, and the President of the Association.

10.3.3 Level 2:

10.3.3.1 In the event the Grievant is not satisfied with the decision at Level 1, the Grievant may appeal the decision in writing to the Superintendent within ten days of the receipt of the decision at Level 1.

10.3.3.2 The Superintendent shall communicate their decision, in writing, within ten days of receipt of the appeal to the Grievant and President of the Association.

10.3.4 Level 3: Mediation

10.3.4.1 If the grievant is not satisfied with the disposition of the grievance, or if no disposition has occurred pursuant to the provisions of Level 2,

the grievance may be referred to grievance mediation within ten (10) days of the Governing Board's decision.

10.3.4.2 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.

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

10.3.4.4 If an agreement is reached, the agreement shall be reduced to writing and shall be signed by the grievant, the Association and the District within 10 ten days. This agreement shall be non-precedential and shall constitute a settlement of the grievance.

10.3.4.5 If an agreement is not reached, the Association and District proceed to level 4.

10.3.5 Level 4:

10.3.5.1 In the event the Grievant is not satisfied with the decision at Level 3, the Grievant may appeal the decision in writing to the Board within ten days.

10.3.5.2 All documents pertaining to the grievance shall be submitted to the Board. Both parties shall be present at all times and the meeting shall be conducted fairly and impartially, in closed session. Both parties have the right to make an oral presentation to the Board. The Board has the right to ask questions of both parties.

10.3.5.3 The decision shall be rendered in writing no later than ten days after the Board has received the appeal, with copies to the Superintendent, the President of the Association, and the Grievant.

10.3.6 Level 5: Arbitration

10.3.6.1 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 Level Four. 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.

- 10.3.6.2 If the Association decides to submit the grievance to arbitration, a list of arbitrators shall be requested by the Superintendent from the State Mediation and Conciliation Service, within 5 days of receipt. A copy of this request shall be sent to the Grievant and to the Association.
- 10.3.6.3 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 their selection by the parties. The conduct of the arbitration shall be governed by the arbitrator.
- 10.3.6.4 The arbitrator shall be requested to schedule a hearing as soon as possible after that and submit their findings and award in writing to the Board of Education, the Grievant, and the Association. The award of the arbitrator shall be binding on the Grievant, the Association, and the District.
- 10.3.6.5 All costs for the service of the arbitrator, including but not limited to per diem expenses, their travel and subsistence expenses, and the cost of any hearing room, will be borne equally by the Board and the Association. All other costs will be borne by the party incurring them.

10.4 Miscellaneous

- 10.4.1 If a grievance arises from action or inaction on the part of a member of the administration at a level above the Principal, the aggrieved unit member shall submit such grievance in writing to the Superintendent and the Association.
- 10.4.2 When it is necessary for a representative designated by the association to attend a grievance meeting or hearing during the school day, they will, upon notice to their Principal by the President of the Association, be released without loss of pay or leave in order to permit participation in the foregoing activities. Any unit member who is requested to appear in such meetings or hearings as a witness will be accorded the same right.
- 10.4.3 Neither the Board nor the Association will take negative action(s) as a result of initiation and/or participation in the grievance procedure.
- 10.4.4 A unit member or the Board may be represented at all stages of the grievance procedure by a representative of their choice. The unit member and an appropriate member of the District staff shall be present at all meetings.
- 10.4.5 The unit member and/or Board may be represented by legal counsel at any level of the grievance procedure. Any legal counsel shall be at the party's own expense.

10.4.6 Parties involved in grievance shall attend all scheduled meetings. Parties include District staff members appropriate to the level of the procedure along with the unit member(s) involved. Attendance is required regardless of either party's decision to be represented by another person or by legal counsel. Provisions of this paragraph notwithstanding, a unit member involved in a grievance procedure may be excused from attendance by mutual consent due to humanitarian considerations.

ARTICLE 11: ORGANIZATIONAL SECURITY

11.1 Dues Deduction

- 11.1.1 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. Notification to Unit Members is necessary if there is a change in dues and fees.
- 11.1.2 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.
- 11.1.3 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 12: PERSONNEL FILES

- 12.1 A Unit Member shall be provided a copy within five (5) days of all material when it is to be placed in their personnel file. They 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.
- 12.2 Derogatory material shall be placed in the unit member's personnel file within twenty (20) days after notice to the employee.
- 12.3 Upon written authorization by the unit member, a representative of the Association shall be permitted to examine and/or obtain a copy of material in such unit member's personnel file.
- 12.4 A unit member may request that commendations or other evidence of meritorious conduct be placed in their personnel file. A written response will be given if the material is not placed in their personnel file.
- 12.5 The person(s) who draft and/or place material in a unit member's personnel file shall sign the material and signify the date on which such material was drafted and placed in the file.
- 12.6 The Superintendent shall keep a log indicating the person(s) who have requested and received permission to examine a unit member's personnel file, as well as the date such examination was made. Such log shall be available for examination by the unit member or their Association representative if so authorized by the unit member.
- 12.7 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 unit member's personnel file at a closed session of the Board. The contents of all personnel files shall be kept in strict confidence.

ARTICLE 13: REASSIGNMENT/ASSIGNMENTS

13.1 For the purposes of this Article, the following definitions apply:

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

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

13.1.3 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.

13.2 Voluntary Transfers or Reassignments

13.2.1 A teacher may submit a written request for transfer or reassignment for any vacancy, 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 vacancy;
- 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.

13.2.2 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.

13.2.3 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.

13.2.3.1 If the unit member requests that their application be kept confidential, the principal will treat the matter as confidential.

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

13.3 Involuntary Transfer or Reassignment

- 13.3.1 The Superintendent may, with the approval of the Board, transfer a teacher to another position in the same bargaining unit, when the transfer will, in the Superintendent's opinion, be in the best interest of the District. Involuntary transfers 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.
- 13.3.2. Involuntary transfers or reassignments will in no case be punitive.
- 13.3.3. 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.
- 13.3.4. A unit member who has been involuntarily transferred or reassigned shall not be involuntarily transferred or reassigned in a subsequent school year.
- 13.3.5. 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.
- 13.3.6 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 any time 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.

13.4 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 prior to the start of the school year of the change.

13.5 Vacancies

13.5.1 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.

13.5.2.1 No decision to employ an individual will be made for at least ten (10) working days following the posting date.

13.5.2.1.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.

13.5.3 The District shall notify, by email to the last known address, all unit members during summer recess or period of leave of vacancies during the summer recess or period of leave.

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

13.5.5 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.

ARTICLE 14: WORKING CONDITIONS

14.1 Work Year

14.1.1 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 17.

14.1.2 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.

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

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

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

14.1.3.1.2 One day for District meetings;

14.1.3.1.3 One day for PLC, AST, etc;

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

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

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

14.2 Teaching Hours

14.2.1 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) minutes 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.

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

- 14.2.3 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.
- 14.2.4 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) minute duty-free uninterrupted lunch period during the regular student lunch period.
- 14.2.5 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.
- 14.2.6 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.
- 14.2.7 All meetings shall happen during contract hours. However, during the school year, Unit Members may be required to attend ASTs, IEPs, SSTs, and 504s after school hours but not run past 4:30 pm. The unit member shall be compensated at the supplemental rate for time required to attend beyond the standard Contract hours. These after school meeting must not exceed more than 2 meeting per month.
- 14.2.7.1 Every effort should be made to schedule Individual Educational Program meetings during the school day.
- 14.2.8 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 at 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.
- 14.2.8.1 Teachers shall only receive one (1) release day per month in August, December, and June.

14.3 Master Schedule

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

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

14.4 Duties

14.4.1 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.

14.4.1.1 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.

14.4.2 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:

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

14.4.2.2 Instruction begins on the first day.

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

14.4.3 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 their placement on the salary schedule.

14.4.4 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.

- 14.4.5 Part time teachers will be assigned three (3) extracurricular/extra duty activities on a pro-rated basis. Part time teachers may also volunteer for compensated extracurricular/extra duty activities.
 - 14.4.6 A teacher's lunch period shall not be considered as being "on site".
 - 14.4.7 A teacher leaving campus during "on site" hours shall check out/in at the office.
- 14.5 K-8 Duties:
- 14.5.1 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.
 - 14.5.2 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 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.
 - 14.5.3 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.
 - 14.5.4 Adjunct duties outside of the regular work day shall not be assigned on a school day before a weekend adjacent to a school holiday.
 - 14.5.5 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.
- 14.6 Preparation Period
- 14.6.1 Preparation periods shall normally be utilized for professional purposes, such as grading papers, preparing lessons, setting up demonstrations, maintaining equipment, etc. unless otherwise approved by the Principal.
 - 14.6.2 A preparation period is provided as a part of a teaching assignment, however, upon occasion, a teacher may be requested to substitute in another class or perform other professional assignments at the discretion of the Principal. The

teacher will be compensated for each period at a rate equal to one sixth (1/6 or 2/6 in case of double block class) of their daily rate.

- 14.6.3 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.
- 14.6.4 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 pro-rated preparation period.

14.7 Job Sharing

- 14.7.1 Two permanent unit members are eligible to apply for job share arrangements.
- 14.7.2 Requests to participate in a job share position shall be submitted by March 1st of the school year prior to the intended job share.
- 14.7.3 The district exclusively reserves the right of approval.
- 14.7.4 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.
- 14.7.5 A job sharing proposal must include:
 - 14.7.5.1 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.
 - 14.7.5.2 A narrative description and calendar marked clearly for each participant will be submitted.
 - 14.7.5.3 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.
 - 14.7.5.4 These elements may be in any combination acceptable to the unit members involved and the site principal.
- 14.7.6 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.

- 14.7.6.1 All employees are required to attend in service days.
- 14.7.6.2 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.
 - 14.7.6.2.1 If a job share partner is absent for 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 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.
- 14.7.6.3 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.
- 14.7.7 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.
- 14.7.8 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.
- 14.7.9 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 23.
- 14.7.10 Sick leave shall be prorated in accordance with the percentage of full time position as specified in the job share proposal.
- 14.7.11 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.
- 14.7.12 Job sharing contracts shall be one (1) year in length.
 - 14.7.12.1 Job share contracts may be approved for any number of subsequent years, one year at a time.
 - 14.7.12.2 Unit members must resubmit a proposal and request for job share by March 1st for each proposal.

14.7.12.3 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 not working.

14.8 Team Teaching

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

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

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

ARTICLE 15: PHYSICAL AND SAFETY CONDITIONS

15.1 Safe Working Conditions

- 15.1.1 Teachers shall not be returned to work in unsafe conditions or to perform tasks that endanger their health, safety or well-being.
- 15.1.2 Upon notification, the District shall eliminate or correct any unsafe, unhealthy or hazardous condition.
- 15.1.3 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.
- 15.1.4 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

- 15.2.1 Each spring the Principal will ask teachers to identify needed furniture, technology and fixtures for their rooms.
- 15.2.2 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 16: CLASS SIZE

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

Kindergarten	22
1-3	22
4-5	28
6-8	30 Average Class Size
Combination K-6	22 Individual Class Size Maximum
9-12 Core Classes	30
9-12 PE	45
RSP	Caseload of 28
SDC/LH	12:1 Ratio
SDC/SH	10:1 Ratio

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

16.2 The 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	Twenty-four (24) students
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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

16.3 In addition to the above mentioned guidelines, the following should also be considered in determining class size:

16.3.1 Total enrollment in teacher’s daily schedule.

16.3.2 Class requirements and prerequisites.

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

16.4 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.

16.5 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:

- 16.5.1 A stipend of \$500 per student per semester for each student beyond the guidelines above on a teacher's roster. 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.
- 16.5.2 A district paid aide or other support staff member will be assigned to work in the affected class.
- 16.5.3 If no other agreement is reached, then the unit member will be paid the above stipend in 16.5.1.

ARTICLE 17: PROFESSIONAL DEVELOPMENT

17.1 Staff Development

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

17.1.1.1 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.

17.1.2 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 negotiations.

17.1.3 The effectiveness of Staff Development Days in improving the District's instructional program shall be jointly evaluated by the Superintendent and Association.

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

17.1.5 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.

17.1.6 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.

ARTICLE 18: COURSE REVISION/DEVELOPMENT

- 18.1 If a teacher is scheduled to teach a course in the upcoming school year they will be given the opportunity to be involved in developing new or revised course description, course outline, and curriculum guide which will include the materials to be used for their teaching assignment and an estimated budget for the upcoming school year. Final approval on all course revisions and development of new courses rests with the Board of Trustees.
- 18.1.1 Course description: includes aims and objective, methods of instruction, methods of evaluation, textbooks and materials,
- 18.1.2 Course outline: A comprehensive, specific, and sequential description of all major course elements including activities, concurrent reading, and State curriculum standards references.
- 18.1.3 Curriculum guide: A comprehensive and sequential compilation of all course material other than textbooks.
- 18.1.4 Budget: An educated estimate of materials and costs for the upcoming year.
- 18.2 A teacher, when notified by December 1 that a minor revision is necessary in any course material for a class for which they are currently assigned, is expected to provide a draft to the Principal by May 1. The final revision is to be completed and forwarded to the board by the end of the school year. A minor revision is defined as minor changes made to a course as a result of yearly review.
- 18.3 A teacher who develops a new course or major revision to an existing course shall receive compensation in the amount of \$550.00. Advanced written agreement between the teacher and the Principal is required. A major revision is defined as substantially changing the depth, breadth, or orientation of the course.
- 18.3.1 Request for remuneration shall be in writing, agreed to by the teacher and approved by the administration. The remuneration shall be processed when the course material or revision is submitted and approved.
- 18.4 The teacher who develops curriculum shall not retain ownership rights to the curriculum which they write but may retain a copy for personal use.
- 18.5 A teacher who declines to produce new course material will use that which is provided by the district.

ARTICLE 19: TEACHER LEADERSHIP/ACADEMIC SUPPORT TEAM

19.1 Teacher Leadership

- 19.1.1 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.
- 19.1.2 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.
- 19.1.3 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.
- 19.1.4 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.
- 19.1.5 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) they must be out of the classroom. In case of emergency, team members may be asked to temporarily assume additional administrative responsibilities.

19.2 Academic Support Team

- 19.2.1 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.
- 19.2.2 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 20: CONSULTATION

- 20.1 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.
- 20.2 The Association may exercise its right to consult on proposed Board action(s) by requesting consultation on the subject(s).
- 20.3 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.
- 20.4 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 21: PUBLIC ALLEGATIONS

- 21.1 Any parent or citizen complaint made to a district administrator about a teacher shall be reported to the teacher unless otherwise provided by law. The report shall be made within five work days.
- 21.2 Should the involved teacher, the complainant or the administration believe that the allegations in the complaint are sufficiently serious to warrant a meeting, a meeting will be arranged by the administration. An Association representative may be present at said meeting, if so requested by the teacher. A Site Administrator shall be present.
- 21.3 If the matter is not resolved at the meeting to the satisfaction of the complainant, the complaint shall be committed to writing by the complainant or documented by the administrator. This shall be done within ten teacher work days and a copy shall be provided to the teacher. The teacher may prepare a written response within five (5) days to such complaint. The response shall be attached to the written complaint.
- 21.4 The written complaint and the attached response shall be forwarded to the Superintendent. The Superintendent shall meet with the teacher and Principal within ten (10) teacher work days to discuss the complaint prior to determination if further action is to be taken.
- 21.5 If it is determined through the complaint procedure that the allegations regarding a teacher are untrue, such material shall not be placed in their personnel file.

ARTICLE 22: LEAVES

22.1 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:

- 22.1.1 The employee fails to report for duty, without good cause, at the beginning of the school year after having notified the Governing Board of their intention to remain in service with the district in accordance with Education Code 44842.
- 22.1.2 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.
- 22.1.3 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.

22.2 Personal Illness/Injury Leave

- 22.2.1 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.

- 22.2.2 Unused days of sick leave shall accumulate from year to year.
- 22.2.3 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.

22.3 Personal Necessity

- 22.3.1 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.
- 22.3.2 Personal necessity may be used for the following reasons:
 - 22.3.2.1 Death or serious illness of a member of the unit member's immediate family, other relatives or close/important relationships of the employee.
 - 22.3.2.2 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.
 - 22.3.2.3 Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.
 - 22.3.2.4 Personal business of a serious nature which the employee cannot disregard and cannot take care of outside of the workday.
- 22.3.3 "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 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.

22.4 Bereavement Leave

- 22.4.1 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.

22.5 Jury Duty/Witness Leave

- 22.5.1 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.

22.5.2 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, their regular pay.

22.6 Industrial Accident or Illness Leave

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

22.6.1 A maximum of sixty (60) days leave shall be allowed for each unit member in any one fiscal year.

22.6.2 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 to them for the same illness or injury.

22.6.3 The industrial accident or illness leave shall commence with the first day of absence.

22.6.4 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 them of not more than their 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.

22.6.5 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.

22.6.6 Upon the termination of the industrial accident or illness leave, a unit member may be entitled to use their regular sick leave.

22.7 Organizational Leave

22.7.1 Leave may be granted to unit members who are elected officers of the unit 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.

- 22.7.2 The Association shall reimburse the District for all compensation paid the unit member on account of the leave granted in section 22.7.1 above. If a substitute is hired, the Association shall reimburse the District for the substitute's salary.
- 22.7.3 The Association member requesting such leave must notify their 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.
- 22.7.4 All such leave must be taken on a full-day or half-day basis.
- 22.7.5 Such leave may not be utilized to participate or assist in concerted activities in this or other Districts.
- 22.7.6 This leave is fixed at fifteen (15) days per fiscal year and unused leave does not accumulate from year-to-year.
- 22.7.7 Such leave shall be tracked on District leave forms.
- 22.7.8 The Association shall provide a list of officers at the beginning of each school year.

22.8 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.

22.9 Incentive for Reduced Absences

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

22.9.1.1 Zero (0) personal necessity days, including those identified under 22.3.3, used in a work year = \$1,500.

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

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

22.10 Pregnancy Disability Leave

22.10.1 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.

22.10.2 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.

22.10.3 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.

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

22.10.5 All pregnancy disability leave applications must be submitted to the Superintendent or their designated representatives.

22.10.6 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.

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

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

22.11 Bonding/Parental Leave

22.11.1 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.

22.11.2 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.

22.11.3 Employees taking parental/child rearing leave may use all current and accumulated sick leave during parental leave.

22.11.4 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.

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

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

22.12 Family and Medical Leave Act/California Family Rights Act

22.12.1 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.

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

22.13 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.

22.14 Hazardous Road Conditions

- 22.14.1 Two (2) school closure days will be built into the school calendar. If unused, they will be returned according to the board adopted calendar.
- 22.14.2 On days when conditions require road closure but do not require school closure, the following procedures will be implemented:
 - 22.14.2.1 An employee who is unable to reach their 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.
 - 22.14.2.2 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.
 - 22.14.2.3 Any time students are sent home early, an employee may notify their immediate supervisor and leave if their residence is in the same area where the dismissed students live.
 - 22.14.2.4 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.

22.15 Travel & Study Leave

- 22.15.1 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.
- 22.15.2 To be eligible for this leave, a certificated employee shall have rendered at least eight (8) consecutive years of service to the District.
- 21.15.3 The Board of Trustees shall grant no leave for travel and study that exceeds one (1) year.

- 22.15.4 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.
- 22.15.5 An application letter requesting a leave of absence shall be submitted to the Board no later than the Board Meeting in December of the year prior to the school year in which the leave is to take effect.
- 22.15.6 Upon completion of the leave and within forty-five (45) days following the return to duty, a written report of the leave shall be filed with the Superintendent. This report shall provide evidence that the intent of the leave plan was fulfilled and shall be submitted to the Board by the Superintendent.
 - 22.15.6.1 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.

ARTICLE 23: HEALTH AND WELFARE BENEFITS

23.1 Employee and Dependent Insurance Coverage

Beginning July 1, 2024, the medical benefits cap shall be \$17,010.00 annually per eligible employee prorated for employees who are less than .085 FTE per Staywell language. The cap constitutes the total District paid portion of the medical benefits package, which includes medical, dental and vision coverage. Any medical benefit expenses beyond the cap are the responsibility of the employee. Employees are responsible to pay all deductibles.

23.2 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.

23.3 For the duration of this Agreement, should a teacher's employment terminate (voluntary or involuntary) they 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.

23.4 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.

23.5 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.

23.6 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 24: SALARY

24.1 Classification by Professional Preparation

24.1.1 A teacher shall be placed on the appropriate class of the salary schedule in accordance with the degrees and advanced preparation they have completed.

24.1.2 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.

24.2 Step Requirements

24.2.1 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.

24.3 Graduate Degree Recognition

24.3.1 A teacher who has a Master's Degree shall receive the negotiated amount added to their basic salary rate. A teacher who has a Doctorate shall receive the negotiated amount added to their basic salary rate, and an additional \$500 for an additional Master's or Doctoral degree (maximum of \$1500 or \$2500).

24.4 Career Increments

24.4.1 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 their professional education in the amount not to exceed \$325.00.

24.5 Units Conversion

24.5.1 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.

- 24.5.2 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 their personnel file.
- 24.5.3 Lower division course units may be applied to the salary schedule with prior written approval by the Principal or Superintendent.
- 24.6 In a seven period day a teacher assigned to Point Arena High School shall not teach four different courses without additional compensation.
 - 24.6.1 Annual financial compensation shall be as follows:

Number of Different Courses	Amount of Money
4	\$1000
5	\$1500
6	\$2000

- 24.6.2 For those that qualify for this additional compensation, there will be an additional stipend of \$100 for each course that meets A-G requirements.
- 24.6.3 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.

ARTICLE 25: COUNSELOR’S WORK DAY/YEAR AND COMPENSATION

- 25.1 The counselor will be placed on the counselor’s salary schedule depending upon years of experience and academic preparation.
- 25.2 The Counselor’s work day will be eight hours. Counselor’s work year will be 190 days. Counselors will have a separate salary schedule, based on 190 days. Counselor may teach three (3) classes if mutually agreed to by Site Administrator and Counselor.
 - 25.2.1 The full time assignment may include up to two (2) teaching periods at the high school site.
 - 25.2.2 Counselors may be assigned upon occasion as a substitute.

ARTICLE 26: TEACHER EVALUATION

26.1

26.1.1 Probationary teachers shall be evaluated annually.

26.1.2 The performance of each certificated employee with permanent status shall be evaluated and assessed on a continuing basis as follows: (Education Code 44664)

26.1.2.1 At least every other year

26.1.2.2 At least every five years if all of the following conditions are met:

26.1.2.2.1 The employee has been employed by the district for at least 10 years.

26.1.2.2.2 The employee meets the qualifications of a highly qualified as defined in 20 USC 7801, of the federal No Child Left Behind Act, if 20 USC 6319 requires that their position be filled by a highly qualified teacher.

26.1.2.2.3 The employee's previous evaluation rated them as meeting or exceeding evaluation standards.

26.1.2.2.4 The evaluator and the employee agree to this schedule. Either the evaluator or the employee may withdraw consent at any time.

26.1.2.3 Permanent teachers who receive unsatisfactory or needs to improve on their evaluations will be evaluated the subsequent year.

26.1.2.4 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.

26.1.2.5 Noninstructional certificated employees shall be evaluated on their performance in fulfilling their defined job responsibilities. (Education Code 44662)

26.2 The following staff evaluation procedures will be implemented.

26.2.1 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.

- 26.2.2 A copy of goals and objectives and the results of observations, including recommendations, shall be given to each teacher and placed in their personnel file.
 - 26.2.3 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.
 - 26.2.4 Methods of assessment shall include self-evaluation, observation, discussions, conferences and formal observation forms.
- 26.3 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.
- 26.3.1 The formal observations will follow best practices.
 - 26.3.1.1 The evaluator will schedule the observation time and date at least one week in advance. Except in the case of a critical emergency, if the schedule must be altered, the teacher will be notified in advance and the evaluator will reschedule with the aforementioned requirements.
 - 26.3.1.2 The evaluator will observe the whole lesson or class period.
 - 26.3.1.3 The evaluator will hold a post-observation conference to discuss the lesson.
- 25.4 Teacher performance evaluations will be governed by the attached evaluation handbook (attachment D).
- 26.5 In addition, probationary teachers shall be formally observed and given constructive feedback at least once each semester and more often when necessary, as part of the evaluation process. Within three school days of each formal observation, a conference shall be held between the evaluator and the probationary teacher.

ARTICLE 27: STATUTORY CHANGES

- 27.1 If the law changes and impacts this agreement either side may opt to open negotiations on the affected provision.

APPENDIX A: SALARY SCHEDULE

APPENDIX B: STIPEND SCHEDULE

Athletic Director	\$2,000 (Elementary) \$6,500 (High School)
Yearbook	\$1,180 (Elementary) \$2,500 (High School)
Leadership Team (up to 5 positions per site)	\$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 th Grade Advisor	\$500
Arena Science Fair Coordinator	\$1,000
Arena Art Fair Coordinator	\$1,000
Supplemental Pay	\$50 per hour
ELPAC Coordinator	\$2,500 (If one person for both) \$1,250 (If one person for each district)

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; maximum of 2 productions per year.
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
**Club Advisor	\$1,000
High School Art Show	\$1,000 per show; maximum of 2 shows per year.

10th Grade Counseling	\$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. 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.

APPENDIX C: COACH SCHEDULE

APPENDIX D: EVALUATION HANDBOOK

APPENDIX E: GRIEVANCE FORMS

APPENDIX F: PAST PRACTICE LIST

The following is the list of past practices to be provided under Article 9, Maintenance of Benefits, of the Agreement.

1. Use of a staff lounge furnished with telephone, range, running water, refrigerator, comfortable furniture, and items normally used in the preparing of lessons.
2. Use of staff restrooms separate from those used by students.
3. An admission pass to all music, athletic, drama and other similar school sponsored activities for each teacher and their immediate family. This does not include fees charged by clubs and other organizations as fundraisers.
4. Parking space near their teaching assignment in an established parking space.
5. The teacher directly responsible for any specific room or equipment will be notified when use of the room or equipment by others is anticipated. The notice will be sufficiently in advance of such use to allow for preparation by the teacher of guidelines for use of the facility or to allow the teacher to present reasons why the facilities should not be used.
6. Reasonable access to audiovisual and duplicating equipment and reference materials as needed for the preparation of their classes.
7. District credit may be granted for participation in workshops, conventions, special committees, or for travel, or for work when it can be shown to have a legitimate value to the district and is beyond the normal assignment.
8. Access to school facilities during non-teaching days (including but not limited to the “summer months”) for the preparing for classes.