

Agreement

Between

Arcata School District

And

Arcata Elementary Teachers' Association

July 1, 2016 through June 30, 2019

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DISTRICT AGREEMENT

CERTIFICATED PERSONNEL

THIS AGREEMENT, made and entered into this 15th day of April, 2017 between the ARCATA ELEMENTARY SCHOOL DISTRICT, hereinafter referred to as the District, and the ARCATA ELEMENTARY TEACHERS ASSOCIATION/CTA/NEA, hereinafter referred to as the ASSOCIATION, shall be as follows:

ARTICLE 1 - PURPOSE

- 1.1 The purpose of this Agreement is to comply with the California Government Code Educational Employment Relations Act (EERA) beginning with section 3540 setting forth the requirements for collective bargaining in California schools.
- 1.2 This Agreement is the entire, final, and complete Agreement between the parties and supersedes all prior Agreements, written or oral, and any representation heretofore made hereon by the parties hereto or their representatives.
- 1.3 This Agreement constitutes the entire Agreement between the parties and, except as otherwise provided herein, concludes and satisfies, for the term of this Agreement, the meet and negotiation process.
- 1.4 The District shall not change any term or condition of employment which is within the scope of mandatory collective bargaining under the EERA. Either party may request in writing to negotiate or meet and confer.

ARTICLE 2 - ASSOCIATION RECOGNITION

- 2.1 The District hereby recognizes the Association as the exclusive representative of all certificated employees, but not including all management, confidential, and supervisory personnel; psychologists; social workers, and day-to-day substitutes with respect to hours of work, rates of pay, and related terms and conditions of employment exclusively as defined by the EERA and interpreted by PERB. The Unit includes long-term substitutes who were originally day-to-day substitutes but who rendered more than 30 consecutive school days of service replacing the same teacher and who have thereby been placed on the teachers' salary schedule, and temporary teachers, who are those teachers rendering service pursuant to a written contract wherein they are identified as temporary teachers. The bargaining unit members are referred to as unit members.
- 2.2 The parties to this Agreement recognize that the duties and work performed by the unit members shall be performed only by unit members unless there are no unit members who are qualified, available, or interested in performing the work. The District shall follow the provisions of this Agreement to post the vacancy to find a qualified employee who would then become a unit member. However, in the case in which the District is unable to find a qualified individual to transfer or hire, the District, at its sole and complete discretion, may utilize, pay, and assign non-bargaining unit personnel.
- 2.3 Exclusive Right: AETA/CTA/NEA shall have the sole and exclusive right to have employee organization membership dues and fair share fees payroll-deducted for employees by the District.
- 2.4 Fair Share: Within thirty (30) calendar days of date of hire for employees hired during the life of this Agreement, each employee shall select one of the following options for the payment of his/her fair share membership dues. Option One, the employee shall become a member and pay regular membership dues. Option Two, the employee shall pay an amount equal to the unified membership dues to the Association without receiving the benefits of membership. The actual amount of unified membership dues to be paid shall be controlled by AETA/CTA/NEA policy. Each employee shall maintain one or the other form of payment in full force and effect for the life of this contract.
- 2.4.1 Should any employee fail to comply with the provisions of the above paragraph, AETA/CTA/NEA shall notify the District Superintendent of that fact in writing and shall request that the District commence withholding the unified membership dues from the employee's wages during the next payroll cycle. The District shall deliver the amount withheld to AETA/CTA/NEA in the same manner as other employee dues. The District shall continue withholding dues from the employee's wages until AETA/CTA/NEA notifies the District in writing to terminate the process.
- 2.4.1.1 AETA/CTA/NEA agrees to provide all legal counsel and pay all legal costs, judgments, fees, and/or settlements incurred in defending against any court action and/or administrative action before the Public Employment Relations Board challenging the legality or constitutionality of the agency fee provisions of this Agreement or their implementation.

2.4.2 Any employee who is a member of a religious body whose traditional tenets of teachings include objections to joining or financially supporting employee organizations shall be exempted from paying dues to AETA/CTA/NEA, except that the employee shall, as a condition of such exemption, pay amounts equal to the dues that the employee would otherwise pay to AETA/CTA/NEA to a non-religious, non-labor organization or charitable fund exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code. The employee may choose any such organization or fund, from the list below or subject to prior approval of AETA's executive board. The employee shall provide AETA/CTA/NEA with documentary proof of payment to the organization or fund on an annual (in advance) or monthly basis in order to remain eligible for this exemption. If an employee fails to provide this proof within thirty (30) calendar days of any regular and scheduled payment, AETA/CTA/NEA shall have the right to impose the requirement of payment of unified membership dues upon the employee.

2.4.2.1 Charitable funds to which religious exemption dues may be paid:

Food for People
Hospice of Humboldt
Humboldt Community Breast Health Project
Open Door Clinic
Planned Parenthood of Humboldt
United Way of Humboldt

- 2.5 Upon prior scheduling, the Association and its members shall have the right to make use of school equipment, buildings, and facilities at reasonable hours and for reasonable duration. The Association shall provide its own paper and supplies.
- 2.6 The Association shall have the right to post notices of activities and matters of Association concern on at least one bulletin board identified by the District for such purpose in each school building in an area frequented by unit members.
- 2.7 The Association shall have the right to use the District mail service and unit member mailboxes for communications to unit members without interference, censorship, or examination of such communications by the District.
- 2.8 The Association shall have the right to use the District electronic mail service and unit member electronic mailboxes for communications to unit members without interference, censorship, or examination of such communications by the District.
- 2.9 Authorized representatives of the Association shall be permitted to transact official Association business on school property at reasonable times which will not interfere or conflict with the conduct of the District educational program or other District activities.
- 2.10 The District shall not discriminate against any member of the Unit because of membership or participation in the protected activities of an employee organization. The

Association shall not discriminate against any unit member, administrator, or other District officers or employees for exercising their rights to freedom of speech or expression, or for exercising any right provided by law, the parties' Agreement, or District policy.

- 2.11 The District, upon request by the Association, agrees to furnish to the Association, within five (5) working days, all available information concerning the financial resources and certificated and classified staffing of the District. Such information shall include, but not be limited to: annual financial reports and audits, budgets, interim reports, J-90s, assignment location of certificated personnel, tentative budgetary requirements and allocations, agendas and minutes of all Board meetings and all attachments thereto at the time of distribution to the Board, census and membership data, names, addresses and phone numbers of all unit members, salaries, benefits, and stipends paid thereto, educational background, longevity, and other employee information that may be used in representing unit members. In addition, the District, upon request, agrees to provide any other information the Association deems necessary to fulfill its role as exclusive representative. In addition, such information, by request of the Association, shall be supplied via electronic means if the District keeps such data in electronic format.
- 2.12 The Association shall select member representatives to all Association/District Joint Committees. The Association may appoint two committee members for each committee member appointed by the District.
 - 2.12.1 Association/District Joint Committees are those addressing curriculum, educational objectives, and textbook selection.
 - 2.12.2 These provisions are not intended to modify laws regarding consultation.
- 2.13 The Association President or designee shall be provided five (5) days of release time at no loss of salary or other benefits.
- 2.14 Unless exceptional circumstances apply, at least fourteen (14) calendar days before seeking any waiver of state or federal law, regulations, or school board policy for the District or a particular worksite, the District shall make available such request for waiver to the Association. If such exceptional circumstances apply, the District shall make the request for waiver available to the Association as soon as possible.

ARTICLE 3 - TERM

- 3.1 This Agreement shall be a three year agreement commencing on July 1, 2016 and expiring June 30, 2019.
- 3.2 Beginning with 2017-18, each party shall have the right to annually sunshine two (2) articles for negotiations and on Article 23, Health and Welfare, and Article 24, Salary for a total of four (4) possible reopeners each year. The parties may also choose not to reopen any articles by not providing reopeners to the board during a fiscal year.

ARTICLE 4 - NEGOTIATIONS PROCEDURES

- 4.1 At such times and places as the parties hereto may mutually agree, the parties shall meet and negotiate in good faith on negotiable items. A party may decline an offer to meet and negotiate on a proposed date only for good and sufficient reason. Any agreement reached between the parties shall be reduced to writing and signed by the Superintendent or his or her designee, and the Association bargaining team designee.
- 4.2 Either party may utilize the services of outside consultants to assist in the negotiations.
- 4.3 Negotiations shall take place at mutually agreeable times and places.
- 4.4 Release time without loss of compensation to attend negotiations and impasse proceedings shall be provided to three team members selected by the Association. The Association shall pay the District the actual cost of a substitute for any additional members whom the Association selects to attend negotiations and impasse proceedings without loss of compensation.
- 4.5 Upon written request, the District shall furnish the Association with copies of all county and state reports or other documents which are public records.
- 4.6 Any agreement reached between the parties shall be presented first to the Association membership for ratification, and then to the Board of Trustees for ratification. The Bargaining Teams affirm and guarantee to support any agreement made at the bargaining table to their constituencies to encourage ratification.
- 4.7 Rules and procedures developed by the District to implement this Agreement shall be consistent with the Agreement.

ARTICLE 5 - DISTRICT AUTHORITY AND RESPONSIBILITIES

- 5.1 It is understood and agreed that the District reserves and hereby retains all of its powers, authority, and control to the full extent permitted by law, except as specifically delegated or limited by the expressed provisions of this Agreement. The District's authority to direct, manage, and control shall include, but not necessarily be limited to, those matters involving hiring, direction of the work force; determination of the scope and content of job classifications; assignment of work; hours of operations; establishment of the school student attendance calendar; determination of the methods or means of performing the work required; and the utilization of facilities, staffing, and equipment.
- 5.2 The rights, responsibilities, and authority of the District to determine basic policies, goals, or objectives; to take that action necessary to function; and to ensure the rights and equal opportunities of pupils and employees shall remain unimpaired hereby.
- 5.3 Those matters involving the initiation of employee discipline, except as affected by the terms hereof; raising of revenues; determination of that work which shall be accomplished by contract, except as affected by the terms hereof; the determination of the educational curriculum, except as subject to the Unit's rights to consult; the right to build, move, or modify facilities; determine budget procedures; and establish the budget within which all District functions shall be operated shall remain the sole and exclusive prerogative to the District.
- 5.4 The District further hereby reserves the exclusive right to take immediate action with respect to any matter in the event of an emergency or catastrophe, to protect the health and safety of pupils, employees, and the interests of the District. Emergency or catastrophe shall have the normal meaning as defined by dictionaries of common usage.
- 5.5 Unless otherwise specified herein, the exercise of the foregoing reserved exclusive rights, authority, and responsibilities of the District and its adoption of policies implementing rules, regulations, or practices shall remain the exclusive prerogative of the District. The rights and authority of the District herein reserved, and those not otherwise limited by the expressed terms of this Agreement or as provided by law, shall not be subject to collective bargaining.

ARTICLE 6 - EMPLOYEE RIGHTS AND RESPONSIBILITIES

- 6.1 The parties hereby recognize the right of employees to form, join, or otherwise participate in lawful organizations or other concerted activities for their mutual aid, protection, or benefit to the extent that such activities are not in conflict with any other provision of this Agreement or the law of this state. The parties also recognize the right of any individual teacher to refrain from joining or participating in any activities of the Association or any other labor organization.

- 6.2 Each unit member is responsible to devote such time as necessary to be prepared to teach his/her assigned subject completely. This includes, but is not limited to, keeping updated in subject area concerns, understanding the effect of academic levels of students in the classroom, revising curriculum, and/or developing and varying methods of presentation to keep current with new development in instructional strategies.

ARTICLE 7 - NOTICES

7.1 Any notice, consent, request, or other communication hereunder shall be in writing and shall be deemed delivered when delivered in person either to the president of the Association or the District Superintendent any signatory hereto or five (5) working days after mailing by registered mail, postage prepaid, return receipt requested, as follows, unless such address is changed by written notice:

(a) If to Association:

Association President
Arcata Elementary Teachers Association
c/o California Teachers Association
630 J Street
Eureka, California 95501

(b) If to District:

Superintendent
Arcata Elementary School District
1435 Buttermilk Lane
Arcata, California 95521

ARTICLE 8 - NON-DISCRIMINATION

- 8.1 The District is aware of and acknowledges the following state and federal statutes prohibiting discrimination: Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act of 1967, the California Fair Employment and Housing Act, the Education Code Sections 44100, 44105, and 44830, Public Law No. 101-336, Education Code Sections 212.5, 212:6, and Government Code Section 3543.5. Further, the District is aware and acknowledges that it is unlawful to discriminate because of race, color, national origin, religion, sex, sexual orientation, age, physical disability, marital status, economic status, political affiliation, domicile, membership in an employee organization, participation in the activities of an employee organization, union affiliation, or exercise of the rights contained in this Agreement. The remainder of this article represents the agreement between the District and Association to implement the prohibitions delineated herein. Further, nothing in this Article shall constitute a waiver of a unit member's rights to process a discrimination claim through an appropriate government agency, or a court of competent jurisdiction.

ARTICLE 9 - SAVINGS PROVISION

- 9.1 If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions will continue in full force.
- 9.2 It is further agreed that within ten (10) working days of receipt of notification of the court's decision, negotiations shall commence regarding matters relating to such provision.
- 9.3 Should a provision become null and void, both parties shall meet and negotiate on matters related to the invalidated provision.

ARTICLE 10 - GRIEVANCES

10.1 DEFINITIONS

10.1.1 A "grievance" is a claim by the Association or by one or more unit members that there has been a violation of a provision of this Agreement.

10.1.2 A "grievant" is the person or persons, including the Association or representatives thereof, making the claim. Grievants may represent themselves or be represented by the Association or other individual up to but not including Level Two of the grievance process. The grievant must be represented by the Association to avail themselves of Level Two and Three of the grievance process.

10.1.3 A "party in interest" is any person who might be required to take action or against whom action might be taken in order to resolve the claim.

10.1.4 A "day" is a required teacher duty day unless Article 10.2.4 is instituted.

10.2 PURPOSE

10.2.1 The purpose of this procedure is to achieve, at the lowest possible administrative level, solutions to problems which may arise from time to time. Both parties agree that these proceedings will be kept as informal and confidential as provided by these procedures.

10.2.2 Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level are understood to be maximums. Resolution may be accomplished in shorter timeframes. The time limits may be extended by mutual agreement.

10.2.3 In the event that a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, being left unresolved until the beginning of the following school year could result in harm to the grievant, the time limits set forth herein will be reduced to the extent practical by mutual agreement so that the procedure may be exhausted prior to the end of the school year or as soon as is practical.

10.2.4 In the event a grievance is not resolved by the end of the school year, upon the mutual agreement of all parties in interest, the term "day" as used in Article 10.1.4 shall be re-defined as any day on which the District Office is open for business.

10.3 PROCEDURES

10.3.1 A grievant is encouraged to discuss any potential grievance informally with their immediate supervisor prior to filing a grievance at Level One.

10.3.2 Level One (Superintendent) - The grievant may, at any time within thirty (30) days after the act or occurrence giving rise to the grievance, file a written

statement of the grievance, including the Article allegedly violated and a proposed resolution of the violation, to the Superintendent. The Superintendent shall meet with the grievant and his or her representative if the grievant requests a representative, within ten (10) days after receipt of the written grievance. Following the meeting, the Superintendent shall have fifteen (15) days to respond in writing to the grievant and his or her representative as to the disposition of the grievance.

- 10.3.3 Level Two (State Mediation and Conciliation Service - SMCS) - In the event the grievance is not settled at Level One, the Association may request mediation services from State Mediation and Conciliation Service with notification to the District by courtesy copy of the request to SMCS pursuant to Article 7. Such service shall be requested within ten (10) days of the date of the written decision or the lack thereof at Level One.

If both parties agree to the mediator's proposed resolution(s), then the resolution will be reduced to writing, dated, and signed by both parties. This will terminate the grievance process.

- 10.3.4 Level Three (Governing Board) - In the event the grievance is not settled at Level Two, and if either party so requests no more than thirty (30) days following the mediation session, the Governing Board shall hear the matter at the next regularly scheduled board meeting following the request for hearing unless such request is received within five (5) days of the regularly scheduled board meeting, in such case, the hearing will be at the following regularly scheduled board meeting. This shall be an informal hearing at which either side is entitled to present evidence in the form of testimony or documentation. The Governing Board shall take the matter under submission and render a final written decision by the next regularly scheduled meeting after the one in which the grievance is heard.

- 10.3.5 All timelines shall begin running the day following the filing of grievance documents or meetings.

10.4 MISCELLANEOUS

- 10.4.1 All required meetings or proceedings will be held at convenient times, with preference given to times other than those when classes are in session. If a grievance meeting or proceeding takes place while classes are in session, any unit member who is a participant shall be granted reasonable release time without loss of compensation to attend the meeting or proceeding.

- 10.4.2 Any documents, communications, decisions, exhibits, or other records acquired by the District through the exercise of this grievance process shall be maintained by the District in separate and consecutively numbered files. No such records shall be placed in a unit member's personnel file.

- 10.4.3 A grievant shall have the right to withdraw a grievance without the intervention of the Association unless the grievance has been appealed to Level Two.

- 10.4.3.1 No reprisal will be taken against any person for participation in the grievance process.
- 10.4.3.2 A unit member may be represented at all stages of the grievance procedure by herself/himself or, at his/her option, by either a representative of the Association or some other person selected by the unit member.

ARTICLE 11 - CONSULTATION RIGHTS

- 11.1 ASSOCIATION RIGHTS - The Association has the right to consult with the District to the extent that such matters are within the discretion of the District on the following:
- (a) the definition of educational objectives;
 - (b) the determination of the content of courses and curriculum;
 - (c) the selection of textbooks; and
 - (d) professional development.
- 11.2 NOTICE OF DESIRE TO CONSULT - Notice of a Request to Consult must be given. The Association may exercise its consultation rights by requesting a meeting with the Superintendent or his or her designee.
- 11.3 It is understood that the District retains the authority to render the final decision on all matters listed above.

ARTICLE 12 - TRANSFERS AND REASSIGNMENTS

12.1 DEFINITIONS

- 12.1.1 A vacancy is any position that does not have a unit member assigned to it. This includes any vacated, promotional, or newly created position, including positions created by reconfiguration or restructuring and any supplemental instructional programs offered by the District.
- 12.1.2 A transfer is the movement of a unit member from one work location to another work location, or from one program to another program such as year-round education, restructured schools, or reconfiguration. The transfer may include a change in grades or subject area as long as the move involves changing worksites.
- 12.1.3 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 configuration to another such as team teacher, restructuring, or other reconfiguration within the same worksite.

12.2 DECLARATION OF VACANCY

- 12.2.1 Upon knowledge of vacancies, the District shall deliver to the Association and post in all worksites a list of all vacancies which occur during the work year and for the following work year. The list shall contain the following:
- 12.2.1.1 A closing date which is at least seven (7) calendar days following the posting date.
 - 12.2.1.2 A job description.
 - 12.2.1.3 Credentials and qualifications necessary to meet the requirements of the position.
- 12.2.2 No assignment to fill the vacancy shall be made until after the closing date.
- 12.2.3 The District shall, upon request by a unit member, notify that unit member by mail of any posted openings which may arise during the summer recess, intersession or a period of leave. The unit member's request must be in writing and must include a mailing address.
- 12.2.4 If a unit member already has a transfer application on file, it is not necessary to make a further application in order to be considered for any vacancies.

12.3 INTENT TO APPLY FOR VACANCY

- 12.3.1 By March 1 any member of AETA interested in changing assignments shall notify the site administrator using a district form, which will be forwarded to the District Office. This shall not preclude an AETA member from applying for any vacancy

that may occur after March 1.

12.4 VOLUNTARY TRANSFER

12.4.1 Unit members will be considered for a voluntary transfer based on the following criteria ranking:

- a) Appropriate Credential
- b) Teaching experience and/or professional growth
- c) Positive written evaluation(s) from the Arcata School District
- d) Full-time unit members
- e) Current part-time unit members who were formerly full-time (all assignments consecutive)
- f) Part-time unit members

12.4.2 Prior to a formal interview, all appropriately credentialed unit members will be provided a 30-minute interview with the site administrator to discuss the vacancy. All appropriately credentialed unit members will be granted an interview. All district administrators will be members of the formal interview team. At the unit member's written request, the administrator at the school site with the vacancy will conduct an observation of that unit member in the current assignment.

12.4.3 If a vacancy occurs, the unit member may request an observation prior to filling the vacancy. All things being equal, a unit member applicant shall be given preference over an outside applicant to fill a vacancy or a newly-created certificated position.

12.4.4 If a unit member's request for a voluntary transfer is denied, the unit member shall be notified in writing by the administrator within five working days.

12.4.5 If a unit member desires a meeting, the unit member must request a meeting with the administrator(s) who denied the request within five working days.

12.4.5.1 The meeting between the unit member and the administrator(s) will be held within ten working days of the receipt of the meeting request.

12.4.5.2 All requests will be made in writing through the District Office.

12.4.5.3 The unit member may request an AETA representative to attend this meeting.

12.4.6 A transfer request shall not be denied arbitrarily, capriciously, or without basis in fact.

12.4.7 If a unit member's request for a voluntary transfer is denied, the unit member, upon request, shall be granted a meeting with the administrator who denied the request to discuss the reasons for the denial. Following the meeting the unit member may request and shall receive written reasons for the denial.

12.4.8 If the unit member requests that her/his application for transfer be kept confidential, the supervisor at her/his worksite shall not be notified by the District of the application.

12.5 INVOLUNTARY TRANSFER

12.5.1 If an involuntary transfer is necessary, the District shall seek volunteers and alternate solutions before making an involuntary transfer. In making transfers, consideration shall be given to such factors as unit member's experience, training, areas of competence, interest, and professional growth. If, in the judgment of the District, more than one unit member equally meets these standards, the least senior shall be involuntarily transferred. The administrator will notify the affected unit member in writing.

12.5.2 Seniority being equal, the involuntary transfer seniority shall be governed by Article 5.1

12.6 ASSIGNMENT

12.6.1 Notice of tentative assignment for the following year shall be given prior to the preceding June 1.

12.6.2 Unit members who are transferred or reassigned after the end of the first school duty week shall be allowed release time not to exceed five (5) days for preparation. As needed, the District will provide assistance in moving the unit member's materials when there is a room change after the start of the school year.

12.6.3 Room changes and moves will be made with District assistance at a time prearranged by involved parties, including the unit member.

12.6.4 Unit members shall be assigned only to positions for which they hold a valid California credential and for which they are qualified.

12.6.5 At a unit member's sole discretion, the unit member may agree to an assignment outside the unit member's credential authorization(s), providing that the District shall secure all the necessary waivers, emergency credentials, and district Committee on Assignments approval.

12.6.6 At the end of a school year, the unit member, at her/his sole discretion, may withdraw from the voluntary assignment referred to in Section 12.6.5. Subsequently, the unit member shall be assigned in accordance with Section 12.4.1 above.

ARTICLE 13 - EVALUATION

13.1. Vision Statement

13.1.1 The parties agree that this evaluation system, based on the California Standards for the Teaching Profession, meets the requirements of Education Code section 44662 (Stull Bill Evaluation Process). Furthermore, these standards constitute goals and objectives for all teachers in the District.

13.1.2 All teachers, whether in their year of formal evaluation or not, are expected to be familiar with the California Standards for the Teaching Profession and applying the Standards to their practice.

13.1.3 The parties agree that a major purpose of the evaluation process is to assist unit members in their growth as a teacher and to improve the student experience and student learning. Administrators will be provided training on the evaluation process before implementation and as needed thereafter.

13.2. California Standards for the Teaching Profession as modified for use in the Arcata Elementary School District.

<p><u>Standard I: Engaging and Supporting All Students in Learning</u></p> <p>1.1 Using knowledge of students to engage them in learning</p> <p>1.2 Connecting learning to students’ prior knowledge, backgrounds, life experiences, and interests</p> <p>1.3 Connecting subject matter to meaningful, real-life contexts</p> <p>1.4 Using a variety of instructional strategies, resources, and technologies to meet students’ diverse learning needs</p> <p>1.5 Promoting critical thinking through inquiry, problem solving, and reflection</p> <p>1.6 Monitoring student learning and adjusting instruction while teaching</p>	<p><u>Standard II: Creating and Maintaining Effective Environments for Student Learning</u></p> <p>2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully</p> <p>2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students</p> <p>2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe</p> <p>2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students</p> <p>2.5 Developing, communicating, and maintaining high standards for individual and group behavior</p> <p>2.6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn</p> <p>2.7 Using instructional time to optimize learning</p>
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<p><u>Standard III: Understanding and Organizing Subject Matter for Student Learning</u></p> <p>3.1 Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks</p> <p>3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter</p> <p>3.3 Organizing curriculum to facilitate student understanding of the subject matter</p> <p>3.4 Utilizing instructional strategies that are appropriate to the subject matter</p> <p>3.5 Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students</p> <p>3.6 Addressing the needs of English learners and students with special needs to provide equitable access to the content</p>	<p><u>Standard IV: Planning Instruction and Designing Learning Experiences for All Students</u></p> <p>4.1 Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction</p> <p>4.2 Establishing and articulating goals for student learning</p> <p>4.3 Developing and sequencing long-term and short-term instructional plans to support student learning</p> <p>4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students</p> <p>4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students</p>
<p><u>Standard V: Assessing Student Learning</u></p> <p>5.1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments</p> <p>5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction</p> <p>5.3 Reviewing data, both individually and with colleagues, to monitor student learning</p> <p>5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction</p> <p>5.5 Involving all students in self-assessment, goal setting, and monitoring progress</p> <p>5.6 Using available technologies to assist in assessment, analysis, and communication of student learning</p> <p>5.7 Using assessment information to share timely and comprehensible feedback with students and their families</p>	<p><u>Standard VI: Developing as a Professional Educator</u></p> <p>6.1 Reflecting on teaching practice in support of student learning</p> <p>6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development</p> <p>6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning</p> <p>6.4 Working with families to support student learning</p> <p>6.5 Engaging local communities in support of the instructional program</p> <p>6.6 Managing professional responsibilities to maintain motivation and commitment to all students</p> <p>6.7 Demonstrating professional responsibility, integrity, and ethical conduct</p>

13.3. Evaluation Schedule

13.3.1 Every temporary and probationary unit member shall be evaluated every year in a process culminating with the Summary Evaluation Form prior to April 1st. Each evaluation for temporary and probationary unit members shall include a minimum of one (1) scheduled formal observation and two (2) unscheduled formal observations, lasting a minimum of thirty (30) minutes each.

13.3.2 Every permanent unit member shall be evaluated every year for the first two years of permanent status and at least every third year starting with the third year of permanent status culminating with the Summary Evaluation Form by May 1st. Each evaluation for permanent unit members shall include a minimum of one (1) scheduled formal observations and two (2) unscheduled formal observations, each lasting a minimum of 30 minutes.

13.3.2.1 After ten years of service in the District, the evaluator and the unit member may agree to a five year evaluation option as set forth in Education Code Section 44664(a)(3). Agreement may be withdrawn by either party as set forth in the Code.

13.3.4 The evaluation of unit members hired after November 1st will include a minimum of one (1) scheduled observation and one (1) unscheduled observation in that year.

13.3.5 Additional unscheduled observations throughout the year may foster dialogue and support. These observations do not need to be a minimum of 30 minutes in length and do not require use of the formal Observation form. Additional unscheduled observations can occur at the discretion of the evaluator or at the request of the unit member.

13.3.6 A copy of the Observation Form shall be used for every formal observation (both scheduled and unscheduled) and shall be given to the unit member within ten (10) work days of the observation. The unit member is encouraged but not required to submit a response to any written communication. Information contained on each Observation Form may be incorporated into the Evaluation Summary Form. The Observation Form will become a part of the unit member's permanent file and attached to annual evaluation.

13.4. Formal Evaluation Process - The evaluator is the site administrator or in the absence of site administrator, the Superintendent or designee.

13.4.1 Temporary/Probationary Unit Member

13.4.1.1 The primary focus in the evaluation of temporary/probationary unit members shall be on the coaching, support and feedback related to the Standards.

13.4.1.2 No later than October 31 the evaluator will meet with the unit member to review the evaluation process including the above standards and

elements.

- 13.4.1.3 Although feedback will be provided on all six Standards, temporary/probationary unit members will focus on all eighteen elements of the following three standards: (#1) Engaging and Supporting All Students in Learning; (#2) Creating and Maintaining Effective Environments for Student Learning; (#4) Planning Instruction and Designing Learning Experiences for All Students.
- 13.4.1.4 Unscheduled observations will be held at the discretion of the evaluator. The goal is to hold an unscheduled formal or scheduled formal observation during each of the first two trimesters.
- 13.4.1.5 All scheduled formal observations shall be mutually agreed upon at least five (5) days in advance.
- 13.4.1.6 At the request of either the unit member or evaluator, a scheduled formal observation shall be preceded by a conference to review the purpose of the scheduled lesson and observations. The pre-observation conference will be no less than two (2) work days in advance of the observation.
- 13.4.1.7 Within ten (10) work days of each observation, the evaluator will send the unit member the completed copy of the Observation Form.
- 13.4.1.8 Within ten (10) work days of each observation, the evaluator or unit member may request a post observation conference.
- 13.4.1.9 Any unit member who receives negative feedback on an observation shall be entitled, at their request, to a subsequent observation, conference and written observation report, no sooner than two (2) weeks after the prior observation. The evaluator shall provide specific recommendations and assistance with the goal of improved performance.
- 13.4.1.10 The final evaluation conference shall be held either at the time of the delivery of the final Evaluation Summary Form or at a mutually agreeable time. The meeting shall occur no later than April 15.
- 13.4.1.11 The unit member shall have the right to submit a written response within twenty (20) work days from the date of the conference. The response shall become a permanent attachment to the employee's evaluation.

13.4.2 Permanent Unit Member

13.4.2.1 Formal Evaluation Program

- 13.4.2.1.1 Every permanent unit member, when in their years(s) of evaluation, shall be evaluated in a continuing process culminating with the Summary Evaluation Form prior to May 1.
- 13.4.2.1.2 No later than October 31, the evaluator will meet with the unit member for the purpose of reviewing the evaluation process and discussing the standards and elements upon which the unit member will be focusing.
- 13.4.2.1.3 Prior to the meeting described in 13.4.2.1.2, the unit member will complete the Evaluation Plan Form to identify one (1) or two (2) standards of focus for the school year, and identify key elements of those standards as specific areas of concentration. One standard or additional key elements may be added at the discretion of the evaluator, in consultation with the unit member. The unit member may then choose to focus only on the evaluator's selected standard and key elements or a combination of both. The overall evaluation will address all six standards.
- 13.4.2.1.4 Unscheduled observations will be held at the discretion of the evaluator. The goal is to hold an unscheduled formal or scheduled formal observation each trimester.
- 13.4.2.1.5 Scheduled formal observations shall be mutually agreed upon by the evaluator and unit member a minimum of five (5) work days prior to the observation.
- 13.4.2.1.6 At the request of the evaluatee or evaluator, a scheduled formal observation shall be preceded by a conference, at least two (2) days in advance of the observation, to review the purposes of the lesson and observation, the standards of focus for that unit member, and how the lesson will inform the evaluator.
- 13.4.2.1.7 The scheduled and unscheduled formal observation process shall be documented on the Observation Form and provided to the evaluatee within ten (10) work days of the observation.
- 13.4.2.1.8 Within ten (10) work days of each observation, either the unit member or evaluator may request a post observation conference.
- 13.4.2.1.9 Any unit member who receives negative feedback on an Observation Form shall be entitled to, at their request, a

subsequent observation, Observation Form, and post observation conference. The evaluator shall provide specific recommendations and assistance to the unit member with the goal of improved performance.

- 13.4.2.1.10 Unsubstantiated statements or those not proceeding from personal knowledge shall not be a basis for evaluation of unit members.
- 13.4.2.1.11 A copy of the unit member's Summary Evaluation shall be provided no later than May 1. A final evaluation conference shall be scheduled and held within ten workdays of delivery of the Summary Evaluation to the unit member.
- 13.4.2.1.12 The overall evaluation rating will be dependent on determinations within the Standards. However before an overall rating of "Does Not Meet Standards" is determined, the unit member must have received a "Does Not Meet Standards" or an "Approaching Standards" on six or more elements across Standards 1-5. To receive an overall rating of "Approaching Standards", the unit member must have received a combination of 4 or 5 "Does Not Meet Standards" or "Approaching Standards" across Standards 1-5 or "Does Not Meet Standards" or "Approaching Standards" on three elements within one Standard of Standards 1-5.
- 13.4.2.1.13 Any unit member who receives an overall "Does Not Meet Standards" or "Approaching Standards" evaluation shall be evaluated again the following year. During the subsequent evaluation, the unit member may request up to two additional observation(s) be conducted by a person other than the evaluator of the prior year. The Superintendent shall designate a person and inform the unit member.
- 13.4.2.1.14 Non-administrative certificated personnel shall not be required to participate in the evaluation and/or observation of other non-administrative certificated personnel, nor are they required to assess their own performance. A self-assessment shall not be included in the unit member's evaluation without the written permission of the unit member.
- 13.4.2.1.15 In the event the unit member disputes the content, the unit member may prepare a written statement which shall be attached to the final evaluation.

- 13.4.2.1.16 Evaluation contents
- 13.4.2.1.16.1 Unit Members shall not be evaluated on or held accountable for any aspect of the educational program over which the unit member has no authority.
 - 13.4.2.1.16.2 As per Education Code Section 44662(e) evaluation and assessment of unit members shall not include the use of publishers' norms established by standardized tests.
 - 13.4.2.1.16.3 Unit members are responsible for implementing and adjusting the educational program in their class with the purpose of assisting each student to achieve and meet state standards and individualized goals and objectives. To the extent that a unit member believes that factors beyond the control of the unit member are interfering with student achievement, the unit member shall promptly notify the evaluator of such concerns in writing and the evaluator shall take such concerns into consideration in observations and the Summary Evaluation.
 - 13.4.2.1.16.4 While an evaluation of an element may involve the unit member's use and/or direction of an aide, the evaluation shall not be based on the conduct or performance level of an aide.
 - 13.4.2.1.16.5 The Summary Evaluations shall not be based on the personal life or lifestyle of a unit member, their personal opinions, or on their scholarly, literary, or artistic endeavors outside of the work day.
- 13.4.2.1.17 In case of an indication in the evaluation that improvement is needed, the evaluator shall take positive action to assist the unit member in correcting any deficiencies. The evaluator's role to assist the unit member shall include, but not be limited to, the following:

- 13.4.2.1.17.1 Specific recommendations for improvement;
- 13.4.2.1.17.2 District assistance to implement such recommendations, such as professional development, observation of another unit member, etc.;
- 13.4.2.1.17.3 Provision of additional resources, without cost to the unit member, to be utilized to assist with improvements;
- 13.4.2.1.17.4 Techniques to measure improvement including but not limited to student discipline record, student engagement data, planning records, student work portfolios, direct observation; and
- 13.4.2.1.17.5 Time schedule to monitor progress.

13.5. Timelines

Formal Evaluation Process

	Probationary and Temporary	Permanent
Initial conference deadline for determining the standards and key elements and professional goals	No later than October 31	No later than October 31
Goal to complete scheduled and unscheduled observations	Approximately quarterly (for three observations)	Approximately quarterly (for four observations)
Deadline to complete final Evaluation Summary Form (written and given to unit member)	April 1st	May 1st

Scheduled Observation Timelines

Event (All scheduled by mutual agreement)	Temporary, Probationary and Permanent
Observation scheduling	Minimum of five (5) days prior to scheduled observation.
Pre-observation conference	Minimum of two (2) days prior to scheduled observation if requested by the unit member or evaluator.
Post observation written report (Observation Form)	No later than ten (10) days after observation.
Post observation conference-scheduled and unscheduled	Request within ten (10) days after observation by the unit member or evaluator.

13.6. Observation and Evaluation Forms

13.6.1 Each unit member will complete an Evaluation Plan using the proper form.

13.6.2 The evaluator will complete the Observation Form for formal observations and Evaluation Summary Form.

13.6.3 The evaluator may complete the forms via Google Docs or on a hard copy.

13.6.4 The evaluatee will receive a copy of the observation and evaluation forms via email or hard copy.

(revised forms are attached)

ARTICLE 14 - PERSONNEL FILES

- 14.1 Each unit member may inspect the contents of his/her District personnel file, provided that the request is made at a time that such unit member is not required to render service to the employer.
- 14.2. Information of any negative or derogatory nature shall not be filed until the unit member is given a copy of the material and an opportunity to review and comment thereon. Unit members shall have the right to have attached to any negative or derogatory material his/her own written comments thereon.
- 14.3 Upon written authorization by the unit member, a representative of the Association shall be permitted to examine and/or obtain copies of materials in such unit member's personnel file.
- 14.4 Access to personnel files shall be limited to the members of the District Administration on a need-to-know basis. Board of Trustees members may request the review of a unit member's file at a closed personnel session of the entire Board so long as the Brown Act (Government Code sections 54950 et. seq.) is followed in regards to closed session and personnel issues. The contents of all personnel files shall be kept in the strictest confidence.
- 14.5 The District shall maintain unit members' personnel files at the District's central office.

ARTICLE 15 - PUBLIC COMPLAINTS

- 15.1 No negative and/or unsatisfactory evaluation, assignment, discipline, dismissal, or other adverse action shall be predicated upon complaints, information or material of a derogatory or critical nature which has been received by the District from pupils, parents, District, employees, public agency, and/or the public, unless the following procedures have been followed:
- 15.1.1 Unless otherwise required by law, any complaint about a unit member shall be to the unit member by the administrator receiving the complaint, within five (5) days of receipt, if the complaint may be placed in the unit member's file or used against the unit member as described in Section 14.2.
- 15.1.2 Should the involved unit member, an administrator, or the complainant believe the concerns expressed in the complaint may be constructively addressed in a meeting involving the unit member and the complaining party, the administrator shall attempt to schedule a meeting within ten (10) working days of the request at a time that is mutually convenient for the unit member and complaining party. At the request of the unit member, Association representative(s) may be present at the meeting. If the complainant refuses to attend the meeting, the complaint shall neither be placed in the unit member's personnel file nor utilized in any evaluation, assignment, or disciplinary or dismissal action against the unit member unless the District is otherwise required by law to investigate the complaint (e.g., the District has an independent obligation to investigate allegations of sex discrimination, sexual harassment, hostile work environment, or child abuse regardless of whether a complaint is received).
- 15.1.3 If a meeting is held, the administrator will facilitate a conversation whereby the concerns of the complaining party are presented and discussed and the interests and perspectives of both parties are heard and discussed.
- 15.1.4 If the matter is not resolved at the meeting under 15.1.2, the complainant may request orally or in writing that the District further process the complaint. The district will assist the complainant by reducing any oral complaint to writing. The complainant must confirm the written complaint is accurate and will be given an opportunity to sign the complaint. The district shall provide a copy of the written complaint to the unit member and the complaining party. The unit member shall be given time during the duty day, without salary deduction, to review the written complaint and prepare responsive comments, should he/she wish to do so. If the unit member believes the complaint is false and/or is based on hearsay, he/she may file a grievance regarding the validity of the complaint.
- 15.2 Depending on the nature of the complaint, the District may decide to use outside investigative services to process the complaint.
- 15.3 Once the administrator has completed the review and/or investigation of the complaint, both the unit member and the complaining party will be advised in writing of the

administrator's determinations.

- 15.4 Complaints that are withdrawn or determined to be non-meritorious under applicable legal standards shall not be placed in the unit member's personnel file nor utilized in any evaluation, assignment, or disciplinary or dismissal action against the unit member. In the event that documentation is placed in the unit member's personnel file, the unit member shall have an opportunity to respond in writing and such response will be included in the unit member's personnel file.
- 15.5 All information or proceedings regarding any complaint shall be kept confidential by District representatives to the extent provided by law.
- 15.6 Nothing in this Article is intended to waive any statutory rights of the unit member.

ARTICLE 16 - PROFESSIONAL DEVELOPMENT

- 16.1 The content of professional development opportunities shall be developed by an advisory group composed of the site principals, the Superintendent, and an equal number of unit members selected by the Association. The role of the unit members involved is to help select the topics and plan the agenda.

ARTICLE 17 - CLASS SIZE

The following shall be effective with the 2014-15 school year:

- 17.1 For grades TK-3 the class size shall not exceed an average ADA for the site of 24 students per class for the grade span. Three dollars (\$3.00) per day for each student above an enrollment of 25 will be paid by the District to the unit member if the enrollment exceeds 25 for 5 consecutive days. Payment will be retroactive to the first day of over-enrollment.
- 17.2 For grades 4-8 class size maximum is 30 based on enrollment except for music, band and Physical Education classes.
 - 17.2.1 For grades 4 and 5, Three dollars (\$3.00) per day will be paid for each student enrolled above 30 if the maximum is exceeded for 5 consecutive days. Payment is retroactive to the first day of over-enrollment.
 - 17.2.2 For grades 6-8, fifty cents (50 cents) per period for each student enrolled above the maximum will be paid if the maximum of 30 is exceeded for five consecutive days. Payment will be retroactive to the first day of over-enrollment.
 - 17.2.3 Class size maximums for music classes and for Physical Education classes is 45. Payment will be the same as for grades 6-8.
- 17.3 RSP CASELOAD. The RSP caseload will not exceed state limits for a full-time program. The caseload of a part-time program will be calculated proportionately to the full-time limits.
- 17.4 The District is committed to follow the SELPA's recommendations for the SDC caseload.
- 17.5 COMMENCEMENT OF SCHOOL YEAR ADJUSTMENTS. A meeting with affected unit members and AETA Leadership (if class sizes are exceeded) will commence as soon as possible, but prior to October first. The final implementation of the above maximum class sizes shall take place no later than the end of the sixth school week.
- 17.6 MID-YEAR ADJUSTMENTS. When assigning new students to classrooms within the District, an attempt shall be made to maintain a balance of class loads.
 - 17.6.1 Mid-year adjustments for new arrivals to comply with the above maximum class sizes will be made as soon as possible with meetings with the affected unit members and AETA leadership (if called for above) being held within 2 work days of the student's arrival to determine the best placement of the student based on class loads and the student's needs.
 - 17.6.2 When the addition of a student is made to a unit member's class, as much notice as possible will be provided to AETA leadership and the affected unit members via email, phone call, or personal conversation.

ARTICLE 18 - WORK YEAR AND WORKDAY

18.1 WORK YEAR. AETA unit members will have a 182-day work year.

1. Additional staff development that is optional

For 2017-18 school year, the District will provide the opportunity for two additional professional development days as follows:

Content, purpose and dates will be announced by the District no later than May 31, 2017. Such offerings may be in coordination with other districts and/or the County Office. Prior to such determination, the Superintendent will meet with two teachers designated by the Association to discuss potential topics and receive input. Teachers will have an opportunity to sign up for the inservice programs. Each teacher attending and participating in a full day, shall be paid \$275 for the day. Day length will not exceed a regular work day with a lunch break.

2. For 2017-18 only

Add one additional day and commensurate pay increase to salary schedule. Work year will be 183 days. This additional day will be for district directed staff development and/or collaboration. Personal necessity time and/or personal time may not be used for this day which will be scheduled for November 1, 2017. At the end of the 2017-18 year the work year will return to 182 days and the salary schedule will be adjusted accordingly (reduce one day) unless otherwise agreed. For 17-18-no school or work will be scheduled for December 22, 2017. The Winter break will be from December 22, 2017 through January 5, 2018. School will resume on January 8, 2018. May 25, 2018. The last day of school will be June 15, 2018. Y

18.2 HOURS OF WORK. Unit members shall be on their campus for a 6.5-hour work day excluding lunch. Unit members shall be on campus at their teaching site at least 20 minutes prior to the beginning of the instructional day and at least 10 minutes after the last dismissal at their site. Unit members will be accessible to students and parents before and after school. If a unit member needs to leave campus prior to 10 minutes after school, the unit member shall inform the office and receive approval.

18.3 PREPARATION PERIOD. Middle school teaching staff who have rotating classes will have one daily class period devoted to preparation.

18.4 ADJUNCT DUTIES. (See also Memorandum of Understanding dated January 10, 2014.)

18.4.1 Classroom teachers shall be responsible for performing the following adjunct duties:

18.4.2 Pre-school meetings (including prior to first student attendance day);

- 18.4.3 Orientation for parents;
 - 18.4.4 Open House and Back to School;
 - 18.4.5 Parent conferences;
 - 18.4.6 District and school staff meetings;
 - 18.4.7 Special meetings (excluding voluntary committees);
 - 18.4.8 Staff development meetings; and
 - 18.4.9 At the Elementary site: taking students to the afternoon bus.
- 18.5 Except in cases of emergency, all meetings at which unit members are required to attend shall be scheduled no less than 24 hours in advance.
 - 18.6 Every effort will be made to assign adjunct duties equally among the staff, with consideration given to the District's need and staff schedules.
 - 18.7 District and school staff meetings, except for emergency requirements, shall be no more than bi-monthly per each school. These meetings will not exceed one hour in duration after regular work hours.
 - 18.8 Excepting staff meetings, adjunct duties that are not voluntary and occur after the normal duty day, shall not exceed fifteen (15) hours per year per unit member.
 - 18.9 Parent conference meetings are not to exceed a total of 3 hours beyond 5:00 p.m. during each conference period.
 - 18.10 Unit members shall receive a minimum thirty (30) minute duty free lunch period.

ARTICLE 19 - SAFETY PROVISIONS

- 19.1 Unit members shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being. A lack of safety or hazard is to be determined by the Humboldt County Public Health Department or under California Occupational Safety and Health Act.
- 19.2. Unit members shall promptly report all cases of student or teacher injury.
- 19.3 A unit member may, within the scope of his/her employment, use and apply such amount of force as is reasonable and necessary to quell a disturbance threatening physical injury to others, to obtain possession of weapons or other dangerous objects upon the person or within the control of a student, or to ensure personal safety.
- 19.4 Unit members may suspend students from their class as allowed by the Education Code section 48910.
- 19.5 The District shall prepare, issue, and enforce safety rules and regulations necessary for the safe, orderly, and efficient operation of the District.

ARTICLE 20 - LEAVES

- 20.1 **LEAVE OF ABSENCE.** Any unit member may request a one-year unpaid leave of absence or extension of leave of absence for an additional one-year period. The Board will consider each request based upon its individual merit. Unpaid leaves do not count as a year of service. Leaves of absence requested for extensions must be requested before March 1 prior to the leave. Unit members on leave shall inform the District in writing on or before March 1 of the year of the leave of their intent to return to a teaching position. Upon return, a unit member shall be guaranteed a position within the District. In extenuating circumstances, leaves will be granted after March 1. During unpaid leaves of absence, no fringe benefits will be provided by the District, but the District shall permit the Unit member to purchase health and welfare benefits from the District.

During all paid leaves of absence or unpaid leaves due to disability or illness, the District will provide health and welfare benefits to the unit member.

- 20.2 **OTHER LEAVE BENEFITS.** Leave benefits provided to unit members by the Education Code are incorporated into this Agreement, except as supplemented in this Article.

- 20.3 **SICK LEAVE.** Every unit member shall be entitled to ten (10) days of paid sick leave each year of employment.

20.3.1 Unused sick leave shall accrue from school year to school year and from district to district, as provided by law.

20.3.2 If a unit member has exhausted all available sick leave and does not qualify for extended illness leave, then the amount deducted from the monthly warrant upon the next day of absence shall be the employee's daily rate or any proration of this rate (i.e. the unit member shall take a day of unpaid leave.)

20.3.3 The Board may require a physician's verification of illness if a unit member has been on sick leave for six (6) or more consecutive days.

20.3.4 Each unit member shall receive a written statement of (a) his/her accrued sick leave total, and (b) his/her sick leave entitlement for the school year with each paycheck. In addition, each member will be provided with an account of sick leave used each month to be included with the unit member's monthly paycheck.

20.3.5 All requests for sick leave must be made no later than 7:00 a.m. on the date in question.

- 20.4 **LEAVES OF ABSENCE FOR PREGNANCY AND CHILDBIRTH.** The Board shall provide for leave of absence from duty for any certificated employee of the District who is required to be absent from duties because of pregnancy, miscarriage, childbirth, and recovery therefrom. The length of the leave of absence, including the date on which the leave shall commence and the date on which the employee shall resume duties, shall be determined by the employee and the employee's physician.

Disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom are, for all job-related purposes, temporary disabilities and shall be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment by any school district.

Except as provided herein, the policies and practices of the District shall be applied to disability due to pregnancy or childbirth on the same terms and conditions applied to other temporary disabilities.

20.5 **EXTENDED ILLNESS LEAVE.** If a unit member is absent from his/her duties on account of illness or accident for a period of five (5) school months or less following the exhaustion of sick leave, then the amount of salary deducted in any month shall not exceed the sum which was actually paid a substitute or, if no substitute is hired, the amount that would have been paid to a substitute during the period of absence.

20.6 **INDUSTRIAL ACCIDENT/ILLNESS LEAVE.** Leaves of absence by reason of industrial accident or illness shall be governed by these provisions:

20.6.1 Allowable leave shall be for not more than sixty (60) days during which the schools of the District are required to be in session or when the employee would otherwise have been performing work for the District in any one fiscal year for the same accident.

20.6.2 Allowable leave shall not be accumulated from year to year.

20.6.3 Industrial accident or illness leave shall commence on the first day of absence.

20.6.4 When a unit member employed in a position requiring certification qualifications is absent from her/his duties on account of an industrial accident or illness, she/he shall be paid such portion of the salary due her/him for any month in which the absence occurs as, when added to his temporary disability indemnity, will result in payment to her/him of not more than this full salary.

20.6.5 Industrial accident or illness leave shall be reduced by one day for each day of authorized absences, regardless of a temporary disability indemnity award.

20.6.6 When an industrial accident or illness leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due her/him for the same illness or injury.

20.6.7 For these purposes, a unit member's absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that, if the unit member continues to receive temporary disability indemnity, she/he may elect to take as much of her/his accumulated sick leave which, when added to her/his temporary disability indemnity, will result in a payment to her/him or not more than her/his full salary.

20.6.8 The governing board may, by rule or regulation, provide for such additional leave of absence for industrial accident or illness as it deems appropriate.

20.6.9 During any paid leave of absence, the unit member shall endorse to the District the temporary disability indemnity checks received on account of her/his industrial accident or illness. The District, in turn, shall issue the unit member appropriate salary warrants for payment of the unit member's salary and shall deduct normal retirement and other authorized contributions.

20.6.10 Any unit member receiving benefits shall, during period of injury or illness, remain or reside within the State of California, unless the governing board authorizes in writing, travel outside the state:

20.7 **PERSONAL NECESSITY LEAVE.** Except for death or serious illness or injury in an employee's immediate family or an accident involving an employee's family or property, all requests for personal necessity leave shall be submitted at least three (3) working days in advance of the proposed leave.

Requests shall be submitted to an employee's immediate supervisor in writing on Personal Illness-Personal Necessity forms furnished by the Office of the Superintendent which shall be available at each school site.

In the case of death or serious illness or injury, request forms shall be completed and submitted to an employee's immediate supervisor within five (5) working days following return to duty.

Personal necessity leave shall be authorized only for circumstances that are serious, that an employee cannot reasonably be expected to disregard, and that requires immediate attention and cannot be taken care of after hours or on weekends.

Such leave, which shall be deducted from an employee's accrued sick leave, may be claimed in increments of not less than one-half of the normal school day.

"Immediate family" means son, daughter, mother, father, grandmother, grandfather, or grandchild of the employee or of the spouse of the employee; the spouse, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, foster children, brother, or sister of the employee; or any relative or domestic partner living in the employee's household.

20.8 **PERSONAL DISCRETION LEAVE.** Unit members may be granted up to six(6) personal discretion days per year, with three (3) days' prior notice. Such leave, which shall be deducted from an employee's accrued sick leave, may be claimed in increments of not less than one-half of the normal school day.

20.8.1 Personal Discretion Leave may not be taken for more than three consecutive days or immediately before or after a holiday, except with 21 days advance notice. Advance notice shall not be required for emergencies that could not have been

foreseen such as transportation issues.

- 20.9 BEREAVEMENT LEAVE. Every unit member shall be entitled to five (5) days of paid leave of absence on account of death of any member of his immediate family. Immediate family shall be defined under personal necessity leave. This leave shall not be deducted from sick leave. The Board shall require the use of bereavement leave before personal necessity leave days are used for purposes allowed in this paragraph.
- 20.10 STUDY LEAVE. Study leave may be granted pursuant to Education Code Sections 44966 and 44967. An employee granted study leave will be given the option to purchase the current District health benefits at the full rate of the given year for the length of his/her study leave.
- 20.11 JURY DUTY/LEGAL WITNESS LEAVE. A unit member shall be entitled to as many days of paid leave without loss of compensation as are necessary for jury duty or in compliance with a subpoena. Jury duty pay or witness fees shall be turned over to the District.
- 20.12 LEGISLATIVE LEAVE. A unit member who is elected to the State Legislature or U.S. Congress shall be entitled to an unpaid leave of absence for the length of his/her term(s) in office.
- 20.12.1 The unit member on such leave shall notify the Board of his/her intended return at least four weeks in advance.
- 20.12.2 The unit member on such leave shall be entitled to return to employment at the end of the leave to the position held by the unit member at the time of the unit member's election at the salary which the unit member would have received had the unit member not been absent.
- 20.13 PROFESSIONAL DEVELOPMENT LEAVE. The District may release unit members during the work day to visit classes in other schools or to attend conferences or workshops related to his/her performance without loss of compensation or accumulated sick leave days.
- 20.14 ASSOCIATION LEAVE. The AETA shall have available eight (8) days per year of release time, without loss of compensation or accumulation of sick leave days, to attend to Association business, such as meetings and workshops.
- 20.15 EXTENDED ILLNESS LEAVE - ASSAULT. Any unit member who suffers injury as the result of a physical assault while acting in the discharge of his/her duties shall receive no less than full salary for such period as he/she is physically unable to perform his/her duties, up to the sooner of being eligible for disability retirement or twelve (12) months.

This benefit may be extended by the Board for up to the sooner of an additional twelve (12) months or the unit member's eligibility for disability retirement.

- 20.16 PARENTAL INVOLVEMENT LEAVE. Parental involvement leave shall be available to any unit member who is a parent, legal guardian, or custodial grandparent of one or more students enrolled in any school. This leave is to enable unit members to participate in their children's school activities. Such leave may be claimed in increments of not less than one-half (1/2) of the unit member's school day and shall not exceed five (5) working days per year. Such leave shall be deducted from a unit member's accrued paid leave if available or may be taken as an unpaid leave if paid leave is unavailable. Request forms shall be completed and submitted to the unit member's immediate supervisor three days prior to the date of the request.
- 20.17 ADDITIONAL LANGUAGE FOR LEAVES ARTICLE TO COMPLY WITH THE FAMILY AND MEDICAL LEAVE ACT OF 1993 AND THE FAMILY RIGHTS ACT OF CALIFORNIA AS AMENDED. In addition to the employee's right to use of sick leave for his/her own illness or injury, an employee shall also be able to use available sick leave to care for a seriously ill child, spouse, or parent; for the birth or adoption of employee's child, or for placement with employee of foster child. When an employee has exhausted his/her available sick leave, if he/she is eligible for FMLA leave he/she will be able to take up to twelve (12) weeks of unpaid leave in any one (1) year period for the purposes stated above. The District shall maintain the employee's health benefits (if any) on the same basis as if the employee were in paid status so long as the unit member continues to pay the employee portion of their benefits. The employee's absence under this provision shall not be considered a break in service, and the employee will be returned to his/her job, or an equivalent position, without any loss of seniority status. Eligibility: One (1) year of continuous service and employment for at least 1,250 hours of service during the previous twelve (12) months. By law, a full time teacher is considered to have met the 1,250 hours requirement. The employee shall give the District at least 30 days' written advance notice of his/her need for family care and medical leave. If the employee learns of the need for this leave fewer than 30 days in advance, he/she shall provide such notice as soon as practicable. (29 U.S.C. 2612; Government Code 12945.2).

ARTICLE 21 - HEALTH AND WELFARE BENEFITS

21.1 MEDICAL INSURANCE. Subject to Exhibit A*

21.2 DENTAL INSURANCE. Subject to Exhibit A.*

21.3 VISION INSURANCE. Subject to Exhibit A.*

*Effective July 1, 2013, the total District contribution for health and welfare benefits was increased by \$707.88 on an annual basis.

Effective July 1, 2016, the District's annual contribution for health and welfare benefits is increased by \$1,000 per 1.0 FTE.

21.4 HEALTH BENEFITS FOR RETIREES. The District shall provide all retiring unit members who are at least 55 years of age and have been a certificated employee of the District for a minimum of ten (10) years fully paid medical benefits (retiree only) upon retirement from service from the District based on the following:

21.4.1 Fully paid medical benefits shall be defined as the negotiated amount of District contribution in effect at the time of retirement.

21.4.2 Rates shall be capped for each retiree at the time of retirement but shall not exceed the active employee's benefit. The retiree may use the District's medical benefit contribution to fund dependent medical benefits under a composite rate plan offered by the District to active employees.

21.4.3 Part-time employees who retire shall receive prorated benefits based upon their teaching assignment at the time of retirement.

21.4.4 Medical benefits will be paid by the District excluding vision and dental benefits.

21.4.5 District paid benefits will be paid until the retiree reaches the age of 65.

21.4.6 The retiree may purchase additional benefits provided to current active employees if a monthly advance payment of the total cost of the premium is made to the District by the retiree and coverage is available under the District's health plan.

21.4.7 At age 65, the retired unit member may continue to receive the same health benefits provided to regular employees of the District if an advance payment of the total cost of the premium is made to the District by the retiree and coverage is available under the District's health plan.

21.5 LIFE INSURANCE. Subject to Exhibit A.

21.6 FUTURE INCREASES. The parties agree that the District is not required to assume any cost increases automatically except where the District and the Association so agree during collective bargaining.

- 21.7 **BENEFITS FOR REDUCED CONTRACT TIME.** A unit member who has held a full- time or part-time certificated position for 15 years or more and whose contract time is reduced but not eliminated by "reduction in force" will continue to receive the same benefit package received prior to the reduction in force.
- 21.8. Effective January 2014, unit members will be able to select among all health benefit plans offered by the North Coast Schools Medical Insurance Group.

ARTICLE 22 - SALARY AND WAGES

- 22.1 **TEACHER SALARY SCHEDULE AND COMPENSATION PACKAGE.** The current salary schedule and compensation package is attached as Exhibit A.
- 22.1.1 Compensation package to include salary and discretionary benefits. Salary is changes to the salary schedule(s) not inclusive of statutory benefits and step/column changes. Discretionary benefits include medical, dental, vision, and life insurance.
- 22.1.2 The accepted definition of COLA is "statutory COLA given by the governor."
- 22.1.3 The existing salary schedule, as of June 30, 2016 is increased by 2% effective July 1, 2016.
- 22.2 **METHOD OF SALARY PAYMENT.** All unit members will receive payment for the months of June, July, and August at the time of payment for the month of June.
- 22.3 **UNIT MEMBER TRAVEL.** Unit members authorized as a part of their regular teaching assignment to travel from one work site to another or who are specifically authorized to attend to a matter of District business and who are additionally authorized to use their private automobiles shall be compensated at the current federal rate per mile.
- 22.4 **SALARY SCHEDULE ADVANCEMENT.** For the purpose of vertical advancement on the salary schedule, a unit member must serve at least seventy-five percent (75%) of the number of days school is in session in order to be credited with one year of experience. Days of service cannot be accumulated from one school year to the next in order to meet the minimum requirements.
- 22.5 **PROVISIONS FOR ADVANCEMENT ON SCHEDULE**
- 22.5.1 It is the individual unit member's responsibility to be familiar with salary schedule rules and regulations and to present proof of any acquired units or advancement.
- 22.5.2 Audited courses are not acceptable.
- 22.5.3 The units must have been earned from an accredited institution of higher learning; have been either upper division or graduate units, or courses relating to the unit member's grade level or subject taught and have been graded a "C" or better or, if pass/fail, a pass.
- 22.5.4 The salary schedule year shall be from July 1 to June 30.
- 22.5.5 The selection of appropriate courses from an accredited institution of higher learning is at the discretion of the unit member.
- 22.5.6 Unit members holding a regular credential and a Bachelor's Degree may be

granted credit toward advancement on the salary schedule for planned travel in lieu of college credit under the provisions of Section 22.8, "Requirements for Travel Credit."

22.5.7 Notification of intent to advance on the salary schedule must be filed in the District Office by May 1 of the school year prior to the intended advancement. The District will send a reminder to the certificated staff of this date each year.

22.5.8 Movement across a salary schedule from one column to another may be accomplished every two years. Verification of completed units must be submitted by October 1 of the year of movement. All course work must be completed by September 1 of that year.

22.5.9 Any fees for registration and units for advancement on the salary schedule are the responsibility of the employee. No units will be granted if the District has paid for any portion of the workshop or course.

22.6 PLACEMENT ON THE SCHEDULE - Present Staff

22.6.1 One step for each year's experience prior to employment with the District, up to and including the fifth full year. (Start on 6th step if five (5) years of service attained.)

22.6.2 One step for each year of employment with the District. (Three-fourths of one year or more will count as one full year; less than three-fourths year will not count.)

22.6.3 Advancement beyond Column II 1s based upon the possession of a clear credential.

22.6.4 Similar experience requiring a credential may apply as determined by the salary committee.

22.7 PLACEMENT ON THE SCHEDULE - Incoming Unit members

22.7.1 Same as above. Must provide verifications of training and experience.

22.7.2 Will be placed on salary schedule as per units at time of signing.

22.7.3 Additional movement on schedule shall not be allowed until the following fiscal year.

22.8 REQUIREMENTS FOR TRAVEL CREDIT

22.8.1 The unit member must inform Administration in writing on forms provided by the District or by registered mail before the trip that said unit member may wish to apply for travel credit later. A calendar and release time shall be mutually

agreed upon by the District Superintendent and the SAC.

22.8.2 The unit member expecting to apply for credits should do the following:

22.8.2.1 Read several references and prepare a bibliography pertaining to the region to be visited. This should be done both before and after the trip, first to provide a background for travel experiences, and afterward to augment and enrich the impressions gained while on the trip.

22.8.2.2 Bring back from the trip a collection of pictures, literature, articles of handicraft, etc. suitable for classroom use.

22.8.2.3 The above materials will first be submitted to the Salary Committee, who in turn will accept or reject material and recommend its approval or disapproval to Administration for travel credit.

22.8.3 Two (2) semester units will be allowed for any one trip, if all preliminary requirements have been met prior to the trip and if all final requirements are fulfilled within six (6) months after the trip.

22.8.4 Unit members applying for travel credit will be prepared to act as a resource person in our schools.

22.8.5 There is a limitation of two (2) semester units for travel out of each fifteen (15) units earned for advancement.

22.8.6 A current list of travel credit "resource people" and the areas covered by travel will be maintained by the Administration for the benefit of other District unit members.

22.9 In the event of extenuating circumstances, any certificated employee of the Arcata School District has the right to appeal to the Salary Committee and Superintendent any and all provision of the salary schedule regulations.

22.10 EXTRA DUTY ASSIGNMENTS

a) The District may employ unit members as after-school coaches and activity directors as it may deem necessary. The paid positions and the amount paid shall be established by the District.

b) The District may employ such unit members as "teacher-in-charge" as it may deem necessary. Such teachers-in-charge shall be paid \$1,500.00 per each school year.

c) The District will employ certificated unit members to serve on district subject area committees (SAC):

a. Participation in the SAC is open to all certificated unit members.

- b. The SAC will be limited to a maximum of one (1) representative per grade level.
 - c. The SAC's task is considered complete when outcomes and essentials have been approved by the District Board of Trustees.
 - d. A stipend of \$550 will be provided to each committee member who participates in the task to completion.
- d) All coaching positions will be posted in accordance with the current contractual agreement. Credentialed employees will be given preference over all other applicants for coaching positions. When two or more credentialed employees apply for the same position, the candidates will participate in an interview process to make a final decision. Coaches will be hired outside the credentialed staff only when no applications for the position are received.
- e) Assignments that do not require a teaching credential are not part of the certificated agreement. Assignments and stipend amounts may vary from site to site.

22.11 STIPENDS. Stipends will be paid for the following extra-duty assignments:

Teacher-in-Charge	\$1500
Technology Advisor	\$1000
After-school Remediation	Hourly rate based on the unit member's per diem rate

22.12 Pursuant to agreement, the salary schedule is modified effective January 1, 2014 and is attached as Attachment A.

22.13 For the 2013-14 school year each unit member shall receive a one-time payment of \$400 on February 28, 2014.

22.14 Unit members required to pack and/or unpack their classroom for maintenance or facility upgrades in 2013 or 2014 shall be entitled to a one-time payment of \$400.00 in their June 2014 payroll.

ARTICLE 23 - PART-TIME EMPLOYEE

- 23.1 Part-time employment may be requested by a permanent employee by a written application which may be granted at the discretion of the District.
- 23.2 An employee on part-time status must notify the Superintendent in writing no later than the February first preceding the next school year of the intent to return to full-time status the following year. The giving of such notice will entitle the unit member to return to full-time employment.
- 23.3 An employee granted a part-time employment will be paid a salary/benefits proportional to the percent of a full-time assignment worked. Exception: See Article 21.7.
- 23.4 All unit members working less than a full-time assignment will receive leave and other District paid benefits proportional to the percent of a full-time assignment worked.
- 23.5 All unit members who are temporarily reducing their employment (have not partially resigned) shall be deemed to be on unpaid leave for that portion of their normal assignment which is not worked.
- 23.6 SHARED STAFFING. Upon the mutual consent of the District and applying unit members, unit members may engage in shared staffing.
- 23.6.1 Shared staffing means the sharing of a single teaching assignment by two (2) unit members. Normally, the assignment is shared on a 50/50 basis. Other configurations may be approved with the mutual consent of the Superintendent and the Unit members.
- 23.6.2 All requests for shared staffing shall be in writing to the District Office. A request is to be filed jointly by two (2) District unit members who will be employed during the year if the shared staffing requested is granted.
- 23.6.3 Shared staffing positions shall be approved for a maximum of one (1) year at a time.
- 23.6.3.1 Requests by unit members to continue in a shared staffing assignment or to return to a full-time assignment shall be made in writing by February 15 of the school year prior to the year of return.
- 23.6.3.2 Requests by unit members to return to a full-time assignment shall be granted, provided sufficient openings are available.
- 23.6.3.3 Should both partners wish to return to full-time, the unit member with the greater seniority shall have the first rights of full-time placement.
- 23.6.4 Wages, fringe benefits, leaves, and other benefits shall be prorated at the percentage that the shared staffing unit member's assignment relates to a full-time

assignment.

- 23.6.5 Unit members on shared staffing are partly on leave and retain a 100 percent employment relationship.
- 23.6.6 All shared staffing personnel must complete a minimum of one hundred thirty-five (135) days in paid status in order to qualify for a year's service credit for the purpose of movement on the salary schedule.
- 23.6.7 A shared staffing assignment does not affect a unit member's rights granted under the terms of this Agreement.

ARTICLE 24 - TEMPORARY TEACHERS

- 24.1 Day-to-day substitute teachers are excluded from coverage under this contract.
- 24.2 "Temporary teachers" are included in the unit.
- 24.3 The District may fill vacancies caused by the absence from service of probationary or permanent teachers with temporary employees when the absent, probationary, or permanent teacher is known with certainty not to be returning for more than thirty (30) working days.
- 24.4 The District has the right to use day-to-day substitutes at the day-to-day rate of pay up to and including the thirtieth (30th) day. If no qualified, acceptable candidate is available to serve as temporary teacher, the thirtieth-day requirement may be waived by mutual consent.
- 24.5 A temporary teacher will be placed on the salary schedule at the step and column he/she would receive if the assignment were for a full year as a regular teacher and shall receive benefits based on the percentage of full time employment.

ARTICLE 25 - EARLY RETIREMENT

25.1 REDUCING WORKLOAD AT AGE 55: To be eligible to request partial employment prior to retirement, an employee must:

25.1.1 Have reached the age of 55; and

25.1.2 Have been employed full-time in a position requiring certification for at least ten (10) years, of which the immediate preceding five (5) years were full-time employment with the Arcata School District.

25.1.3 The option of part-time employment is initiated by the unit member and may or may not be granted by the Board of Education following its evaluation of the needs of the District. Written application will be made by the unit member through the office of the District Superintendent. Such status may be revoked only by mutual consent of the employer and the unit member. At the end of five (5) years or the attainment of age 72 by the unit member, the unit member will retire unless the Board and the unit member mutually agree that the unit member will return to full time status or continue on the reduced workload program.

25.2 COMPENSATION

25.2.1 The unit member shall receive the same salary he/she would have earned in full-time service, prorated according to the hours or periods employed. Sick leave and health or other benefits shall be provided fully as specified in the Agreement and board policy. Retirement benefits shall continue as if the unit member were employed full-time, so long as this remains possible under state law and regulations. The District shall pay a full share of the retirement costs.

25.3 SERVICE

25.3.1 The minimum part-time employment shall be the equivalent of one-half the number of days of regular service required by this Agreement.

25.3.2 Prior to a grant of leave, specific activities of the unit member will be mutually agreed upon by the unit member and the Superintendent. If the District finds it necessary to request the unit member to take assignments other than those mutually agreed upon, it is understood that the unit member has the right to decline and return to regular full-time service.

25.3.3 This service may include, but is not limited to, substitute teaching, teaching one semester, assistance and development of curriculum, evaluation of instructional programs, assistance in the improvement of teaching strategies, assistance to new or inexperienced teachers, development of instructional materials or programs, and conducting research projects. Applications should be in the District Office prior to March 1 of each year. Applications submitted after

March 1 shall be less likely to receive Board approval. All the benefits provided hereunder are conditioned upon their being available under state law and regulations.

25.4 RETIREMENT - PART-TIME TEACHING FOR RETIRED TEACHERS. Under this program, the District shall provide unit members the opportunity to retire early and receive a minimum yearly allowance in exchange for rendering a minimum number of days of service to the District each year.

25.4.1 To be eligible for this option, the unit member must meet the following qualifications:

25.4.1.1 Reached the age of 55, retired from service to the District; and

25.4.1.2 Have been employed full-time in a position requiring certification for at least ten (10) years, of which the immediate preceding five (5) years were full-time employment with the Arcata School District.

25.4.2 Compensation and Service: Certificated employees contracted to render service to the District after early retirement shall provide services to the District at a daily rate of their regular assignment in the last year of service.

25.4.2.1 District-paid benefits or the equivalent cost to the District shall continue to be provided. However, the total payments and benefits shall not exceed the legal maximum. The service may include, but is not limited to, the following:

- Assistance in the development of curriculum
- Evaluation of instructional programs
- Assistance in the improvement of teaching strategies
- Assistance to new or inexperienced teachers
- Development of learning materials
- Conducting research projects
- Part-time classroom teaching

25.4.3 Prior to a grant of leave, the areas of assignment shall be mutually agreed upon by the unit member and the Superintendent. Such assignments, by definition, shall be in the best interests of the District.

25.4.4 Early retirement programs shall be for a period not to exceed five (5) years or to the age of sixty-five (65), whichever comes first, provided that the unit member continues to be physically able to render service.

25.4.5 The option of part-time teaching is initiated by the unit member and may or may not be granted by the Board of Education following its evaluation of the needs of the District. Written application will be made by the unit member through the office of the District Superintendent.

ARTICLE 26 - TEACHING CERTIFICATES AND PROFESSIONAL GROWTH

- 26.1 Each unit member is responsible, at all times, to be properly credentialed for his/her teaching assignment. A unit member cannot be paid for any period of time that he/she is not properly credentialed.
- 26.2 A lapsing of a credential without reinstatement within ten (10) school days shall be deemed sufficient grounds for dismissal.

ARTICLE 27 - SUMMER SCHOOL

- 27.1 POSTING. Posting of positions will be in accordance with Article 12.2.
- 27.2 The salary for a summer school session shall be a per diem rate based on a percentage of full time employment. Unit members shall report fifteen (15) minutes prior to the start of school and remain fifteen (15) minutes after dismissal.
- 27.3 Payment for assignments that are less than the complete session shall be prorated. All contracts shall be contingent upon sufficient ADA.

ARTICLE 28 - DISCIPLINE

- 28.1 The district may discipline a unit member with just cause, abiding by the principle of due process. The principle of progressive discipline shall be followed. The District reserves the right to bypass one or more steps of progressive discipline in cases of serious misconduct.
- 28.2 Discipline shall be in accordance with the procedures provided in the applicable Education Code sections except as stated hereafter.
- 28.3 Progressive discipline shall be defined as a process in which a supervisor attempts to remedy an employee's job performance problems. Employees must be given an opportunity and assistance to improve performance problems. The steps in progressive discipline are:
- Step One: Verbal warning;
 - Step Two: Written warning;
 - Step Three: Written reprimand;
 - Step Four: Short suspension of up to five days without pay;
 - Step Five: Suspension of more than five days without pay;
 - Step Six: Dismissal.
- 28.4 Notice of Suspension. Notice of suspension will be made in writing and served in person or by certified mail upon the unit member by the superintendent or designee. A copy will be concurrently provided to the Association president. The notice of suspension will contain:
- 28.4.1 A statement of the causes (s) for which action is recommended. Causes are limited to those in the Education Code.
 - 28.4.2 Where applicable, the Education Code section, policy, rule, regulation, or directive violated.
 - 28.4.3 Penalty proposed and effective date.
 - 28.4.4 Copies of the documentary evidence upon which the recommendation is based.
- 28.5 Step 4, Step 5 and Step 6 will not be instituted by the District without notice to the Association.
- 28.6 An employee may also be placed on a performance improvement plan (PIP) which shall state specific performance issues, specific remedies the employee must implement, and a specific time frame in which the employee must show improvement.
- 28.7 Disciplinary action at Step 1, Step 2, or Step 3 may be instituted by the employee's supervisor, the site administrator or the Superintendent. Disciplinary action at Step 4 or 5 may only be instituted by the Superintendent.

- 28.8 Upon receipt of disciplinary action at Step 2 or Step 3, the employee shall have the right to respond in writing to the District. Such response shall be placed into their personnel file with the disciplinary action. The employee may request the Superintendent review such disciplinary action and the Superintendent may modify Step 2 or Step 3 disciplinary action as he or she sees fit based on the evidence and the employee's response.
- 28.9 Prior to institution of disciplinary action at Step 4, Step 5 or Step 6, the employee shall be provided notice and an opportunity to respond to the charges. The notice shall contain a statement of the charges and the proposed discipline. The employee's response may be in writing or verbal, at a meeting with the Superintendent or his or her designee. The employee may be represented by the Association or counsel at this meeting.
- 28.10 All discipline at Step 5 or at Step 6 must follow the procedural requirements of the Education Code.

EXHIBIT A - TEACHERS' SALARY SCHEDULE & COMPENSATION PACKAGE

1. The base of this salary schedule is the AB Degree. Any and all units taken prior to date of acquisition of AB Degree shall not be credited toward placement on salary schedule.

In addition to his/her salary, each certificated employee working half-time or more, except administration, will receive the following in accordance with the currently negotiated collective bargaining agreement:

- A. Blue Shield Medical Coverage
- B. Guardian Dental coverage
- C. Vision Service Plan
- D. Life Insurance (Employee) provided by Standard Insurance Company
- E. Life Insurance (Dependent) provided by Standard Insurance Company

An employee granted a part-time employment will be paid a salary/benefits proportional to the percent of a full-time assignment worked. Exception: See 21.7.

2. Salary - Please see attached salary schedule.

Health & Welfare Benefit Compensation Package capped annually as follows:

• Blue Cross	\$8,204.40
• Guardian Dental	\$1,104.36
• VSP	\$333.72
• Provident Life	<u>\$78.60</u>
Total	\$9,721.08

EXHIBIT B - HEALTH AND WELFARE BENEFITS

ARCATA SCHOOL DISTRICT

ARCATA ELEMENTARY TEACHERS' ASSOCIATION
HEALTH & WELFARE 2013/14 Effective 7/1/2013

NEGOTIATED BENEFIT PACKAGE CAP
(DISTRICT SHARE - PAID)
(increased medical annual cap by \$707.88 from 2012/13)

	ANNUAL CAP
MEDICAL	\$10,165.08
DENTAL	\$1,104.36
VISION	\$333.72
LIFE INSURANCE	\$78.60
TOTAL ANNUAL CAP	\$11,681.76*

ARCATA SCHOOL DISTRICT

ARCATA ELEMENTARY TEACHERS' ASSOCIATION
HEALTH & WELFARE 2016/2017
Effective Retroactive to July 1, 2016

NEGOTIATED BENEFIT PACKAGE CAP
(DISTRICT SHARE - PAID)
(increased medical annual cap by \$1000.00 from 2015/2016)

	ANNUAL CAP
MEDICAL	\$11,165.08
DENTAL	\$1,104.36
VISION	\$333.72
LIFE INSURANCE	\$78.60
TOTAL ANNUAL CAP	\$12,681.76

EXHIBIT C - 2014 MEMORANDUM OF UNDERSTANDING RELATING TO ADJUNCT
DUTIES

The District may assign recess or bus supervision duties to teachers. However, the District shall make every effort to assign no more than two in total recess or bus supervision duties per week to middle school teachers and zero recess duties per week to elementary school teachers.

The right shall continue from year to year, but either party may rescind this Memorandum in May of any calendar year beginning with 2015 to be effective the next school year.

District Superintendent

Arcata Elementary TA Representative

Arcata Elementary TA Representative

Arcata Elementary TA Representative

EXHIBIT D - EVALUATION FORMS

ARCATA ELEMENTARY SCHOOL DISTRICT
Certificated Personnel: Standards and Key Elements for Focus
EVALUATION Professional Growth PLAN
(All Standards and Elements will be addressed as part of the Evaluation)

Date: _____

Evaluatee: _____ Permanent ___ Temporary ___ Probationary ___
Name

School

Assignment

Select required number of standards of focus for the school year. Indicate the key elements you will address if you are permanent. Probationary and Temporary employees must be prepared to focus on all elements in standards #1, 2 and 4.

Standard:

Key Element(s)

Standard:

Key Element(s)

Standard:

Key Element(s)

Evaluator

Date

Evaluatee

Date

(Copies: Personnel File, Site Administrator, Evaluatee)

[NOTE: The Observation Form and Evaluation Summary Form is the rubric.]

Arcata School District TEACHER OBSERVATION

Teacher: _____ Date: _____ Time Frame: _____

School: _____ Grade/Subject: _____

Scheduled: Yes _____ No _____ If Scheduled, date of Pre-Conference: _____

Level of Performance			
*by an Element means Did Not Observe or Was Not Apparent			
DNM: Does Not Meet	AS: Approaching Standard	DS: Demonstrates Standard	HE: Highly Effective
Teacher does not demonstrate an understanding of the concepts underlying the standard(s) and implementation rarely occurs. Multiple checkmarks in a specific standard indicates unsatisfactory performance.	Teacher appears to demonstrate an understanding of the concepts underlying the standard(s), but implementation is sporadic, intermittent.	Teacher clearly demonstrates an understanding of the concepts underlying the standard(s) and consistently implements it.	Teacher demonstrates an understanding of the concepts underlying the standard(s) and implements them fluently in the context of diverse student and situational needs.

STANDARD I - Engaging & Supporting All Students in Learning	DNM	AS	DS	HE
1.1 Using knowledge of students to engage them in learning Comments:				
1.2 Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests Comments:				
1.3 Connecting subject matter to meaningful, real-life contexts Comments:				
1.4 Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs Comments:				
1.5 Promoting critical thinking through inquiry, problem solving, and reflection Comments:				
1.6 Monitoring student learning and adjusting instruction while teaching Comments:				
Comments:				

STANDARD II – Creating and Maintaining Effective Environments for Student Learning	DNM	AS	DS	HE
2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully Comments:				
2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students Comments:				
2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe Comments:				
2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students Comments:				
2.5 Developing, communicating, and maintaining high standards for individual and group behavior Comments:				
2.6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn Comments:				
2.7 Using instructional time to optimize learning Comments:				
Comments:				

STANDARD III – Understanding and Organizing Subject Matter for Student Learning	DNM	AS	DS	HE
3.1 Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks Comments:				
3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter Comments:				
3.3 Organizing curriculum to facilitate student understanding of the subject matter Comments:				

STANDARD III – Understanding and Organizing Subject Matter for Student Learning (Cont.)	DNM	AS	DS	HE
3.4 Utilizing instructional strategies that are appropriate to the subject matter Comments:				
3.5 Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students Comments:				
3.6 Addressing the needs of English learners and students with special needs (i.e., IEP, 504 Plan) to provide equitable access to the content --- As Applicable Comments:				
Comments:				

STANDARD IV – Planning Instruction and Designing Learning Experiences for All Students	DNM	AS	DS	HE
4.1 Using knowledge of students’ academic readiness, language proficiency, cultural background, and individual development to plan instruction Comments:				
4.2 Establishing and articulating goals for student learning Comments:				
4.3 Developing and sequencing long-term and short-term instructional plans to support student learning Comments:				
4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students Comments:				
4.5 Adapting instructional plans and curriculum materials to meet the assessed learning needs of all students Comments:				
Comments:				

STANDARD V – Assessing Student Learning	DNM	AS	DS	HE
5.1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments Comments:				
5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction Comments:				
5.3 Reviewing data, both individually and with colleagues, to monitor student learning Comments:				
5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction Comments:				
5.5 Involving all students in self-assessment, goal setting, and monitoring progress Comments:				
5.6 Using available technologies to assist in assessment, analysis, and communication of student learning Comments:				
5.7 Using assessment information to share timely and comprehensible feedback with students and their families Comments:				
Comments:				

STANDARD VI – Developing as a Professional Educator	DNM	AS	DS	HE
6.1 Reflecting on teaching practice in support of student learning Comments:				
6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development Comments:				
6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning Comments:				

STANDARD VI – Developing as a Professional Educator (Cont.)	DNM	AS	DS	HE
6.4 Working with families to support student learning Comments:				
6.5 Managing professional responsibilities to maintain motivation and commitment to all students Comments:				
6.6 Demonstrating professional responsibility, integrity, and ethical conduct Comments:				
Comments:				

Comments:

Commendations:

Recommendations:

Signature of Certificated Employee / Date

Signature of Evaluator / Date

Signature indicates receipt, not necessarily agreement

Copy 1 - Evaluatee Copy 2 - Evaluator (will be attached to Summary Evaluation Report)