

AGREEMENT BETWEEN

ARCOHE UNION SCHOOL DISTRICT

AND

ARCOHE TEACHERS ASSOCIATION/CTA/NEA



July 1, 2023 – June 30, 2026

## **PREAMBLE**

This Agreement is entered into by and between the Board of Trustees of Arcohe Union School District, hereinafter “District,” and Arcohe Teachers Association/CTA/NEA, hereinafter “Association.”

## **ARTICLE I -- RECOGNITION**

1.     Recognition

The District recognizes the Association as the exclusive bargaining representative of all certified employees excluding management, confidential, supervisory, and day-to-day and long-term substitute employees.

2.     Coverage

The Agreement applies only to members of this bargaining unit.

## **ARTICLE II -- NEGOTIATING PROCEDURE**

3.     Submission of Proposals

Unless the Superintendent and the President of the Association agree otherwise, not earlier than February 1 and not later than the regularly scheduled monthly meeting of the Board of Trustees of the District in March of the calendar year in which this Agreement expires, the Association and the District shall submit their initial proposals for a successor Agreement to each other. If no proposals are submitted by the Association or by the District in accordance with this paragraph, and no written notice of desire to amend or terminate this Agreement is served pursuant to Article XXIII at least sixty days prior to the expiration of the Agreement, this Agreement shall be considered renewed for one additional year. Initial proposals on reopener provisions in the second and third year of the term of the Agreement shall be exchanged at least by the preceding May.

4.     Commencement of Negotiations

The parties shall meet and negotiate in good faith on a successor Agreement beginning no earlier than five days after the first regularly scheduled meeting of the Board of Trustees of the District in April of the calendar year in which this Agreement expires and no later than five days after the first regularly scheduled meeting of the Board in May of the calendar year in which this Agreement expires. Negotiations on reopener provisions during the term of this Agreement shall commence as soon as practicable after compliance with the public notice provisions of the law.



### ARTICLE III -- ASSOCIATION RIGHTS

5. Association Communication

The Association shall have the right to post notices of activities and matters of Association concern on a section of the Teachers' Room bulletin board. The Association may use the teacher mailboxes for communications to teachers without interference, censorship, or examination of such communications by the District.

6. Access of Association Representatives

Authorized representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times provided they do not interfere with classroom instruction.

7. Association Representation in Discipline

The Association shall have the right to represent any teacher in any discipline or dismissal proceeding with the District.

8. Member Addresses and Telephone Numbers

Upon request within ten days, names, school addresses, home addresses, and telephone numbers of all members of the bargaining unit shall be provided without cost to the Association.

9. Board Agenda

The District shall provide the Association access to the District's regular monthly meeting agenda in digital form at the time the agenda is presented to the Board members, and the District also agrees to provide the Association with access to the proposed minutes when presented to the Board.

### ARTICLE IV -- MAINTENANCE OF STANDARDS

10. Policy, Rules, Regulations

The District shall not reduce or eliminate any current provisions, District policy and/or rules or regulations within the scope of representation (as defined in Chapter 10.7, section 3543.2 of the Government Code) which were provided teachers as of the effective date of this Agreement, unless otherwise provided by the express terms of this Agreement.

Notwithstanding the foregoing, if the District proposes to revise any policy, rule, or regulation which could affect any matter within the scope of representation during the term of this Agreement, the District shall notify the Association and both parties agree to meet and negotiate over any such proposed change in policy, rule, or regulation.



## ARTICLE V -- SAVINGS

### 11. Effect of Invalidity

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

### 12. Renegotiation

Either party may request renegotiation of only the invalidated subject matter by serving written notice of such desire to the other party not later than ten days after such court decision becomes final.

## ARTICLE VI -- GRIEVANCE PROCEDURES

### 13. Definitions

The definitions listed below pertain to and are only applicable to the grievance procedure as described herein.

- a. A “grievance” is a claim by one or more bargaining unit employee(s) that there has been a violation of a specified provision or provisions of the collective bargaining agreement which adversely affects the grievant. A “grievance” is also a claim by the Association that a specified right or rights specially guaranteed the Association by this Agreement has been violated.
- b. A “grievant” is an employee or employees asserting a grievance, or the Association in respect to a right of the Association.
- c. A “supervisor” is an administrator having immediate jurisdiction over the employee.
- d. A “day” is any normally scheduled teacher workday, unless otherwise indicated.

### 14. Informal Conference

A grievance may be initiated only after the grievant has first discussed the matter informally with the supervisor. The supervisor shall meet with the grievant and/or a representative of the grievant’s choice.

### 15. Threshold Time Limit

A formal grievance (Level One) shall commence within twenty-five days after the time the grievant knew or should reasonably have known of the event or circumstances occasioning the grievance. The informal presentation of a grievance shall be accomplished within this time limit.



16. Formal Level 1

- a. A grievance shall be presented to the supervisor in writing on the grievance form (see EXHIBIT B) within seven days of the informal conference. Such form may be obtained in the District Office. Copies shall also be presented to the Association and the Superintendent. Information shall include:
  - (1) A description of the specific grounds of the grievance including names, dates, and places necessary for a complete understanding of the grievance.
  - (2) A listing of the article(s) of the Agreement which is/are claimed to have been violated, misinterpreted, or misapplied.
  - (3) A listing of the reason(s) why the supervisor's proposed resolution of the problem is unacceptable.
  - (4) A listing of the specific action(s) requested of the District which the grievant feels will remedy the grievance.
- b. The supervisor shall meet with the grievant and/or a representative of the grievant's choice. The supervisor shall provide a written decision, including the reasons therefor, to the grievant, the Superintendent, and the Association within seven days of receiving the written grievance.

17. Formal Level 2

The grievant may appeal the decision of the supervisor to the Superintendent within seven days after receipt of such decision. The Superintendent shall meet with the grievant and/or representative of the grievant's choice. The Superintendent shall provide a written decision, including the reasons therefor, to the grievant, the Association, and the supervisor within ten days of the receipt of the grievance.

If the grievant is not satisfied with the decision or if no decision is rendered, the grievant may request that the Association submit the grievance to arbitration. A copy of the request shall also be submitted to the Superintendent.

18. Formal Level 3

The Association will notify in writing the grievant and the Superintendent of its decision of whether to proceed to arbitration within fifteen days of the date of the Superintendent's decision at Level 2, or within twenty-five days of submission of the grievance at Level 2 if no decision is rendered by the Superintendent.

19. Selection of Arbitrator

Within ten days of the Association's submission of the grievance to arbitration, submission of the grievance shall be made to the State Mediation and Conciliation Service. The parties shall request a list of arbitrators from which to choose. The parties



shall then alternately disqualify arbitrators from the list. The first party to disqualify an arbitrator will be determined by lot.

20. Arbitrator's Authority

- a. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator will be without power or authority to add to, amend, or delete any terms of this Agreement, or to make any decision which requires the commission of an act prohibited by law, or which is violative of the terms of this Agreement.
- b. All costs for the services of the arbitrator, including but not limited to per diem expenses, and the cost of any hearing room or court reporter will be borne equally by the District and the Association. All other costs, except for release time for the grievant(s), Association representative(s) and witnesses, will be borne by the party incurring them.

21. Governing Board Review

The findings of fact and recommendations of the arbitrator shall be submitted to the Board of Trustees and the Association. The Association and administration may present their respective arguments to the Board. The Board's decision shall be final.

22. Time Limits

- a. Time limits provided for at each level shall begin the day following receipt of the grievance, grievance appeal, or written decision.
- b. Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered to be maximums and every effort should be made to expedite the process. The time limits may, however, be extended by mutual agreement expressed in writing.

If a grievance is not filed or appealed by the grievant in accordance with the time limits contained in this article, the grievant shall be deemed to have waived the right to grieve and the matter shall be deemed settled. If the District fails to respond within the time limits contained in this article, the District shall be deemed to have waived the right to respond at that level and the grievant shall have the right to proceed to the next higher level immediately.

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



23. Rights of Representation

An employee alleging a grievance may be represented at all stages of the grievance procedure by an Association-designated representative.

24. Miscellaneous Provisions

- a. Every effort will be made to schedule meetings prior to arbitration outside the instructional day. Where several grievants are similarly affected and the grievances go to arbitration, only the Association president will attend. The Association will notify the Superintendent one week in advance as to the list of those who will need to be released for the arbitration.
- b. All documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.
- c. Upon mutual written agreement of the Association and the Superintendent, a grievance may be taken directly to arbitration.
- d. An employee may at any time present grievances and have such grievances adjusted without the intervention of the Association. The District shall not agree to a resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response within ten days of receipt. However, the employee may not proceed to arbitration without the approval of the Association.

## **ARTICLE VII -- TEACHING HOURS**

25. Site Time

- a. Teachers shall be at school at least thirty minutes prior to the tardy bell and shall be available during that time to meet with parents, students, and administrative personnel as needed.
- b. Teachers are expected to remain at school (a) a sufficient amount of time after their last class to take care of student needs, attend scheduled parent or administrative conferences or meetings, SSTs, IEPs and participate in assigned or voluntary adjunct duties, or (b) until 3:00 p.m., whichever is later.

26. Breaks

- a. Each teacher (main campus shall generally be given two relief periods. Fifteen (15) minutes in the morning and ten (10) minutes the afternoon, at times designated by the principal. On the East campus the breaks may be combined as one fifteen-minute



break in the morning and passing time between periods, as designated by the principal.

27. Lunch Period

A teacher shall not be required to supervise students during the teacher’s lunch period, which shall be at least an uninterrupted thirty-minute period. The lunch period shall be given within a forty-minute period, determined by the bell schedule.

28. Additional Duties

Teachers perform additional instruction duties as necessary, both off-campus and on-campus. Such duties shall include but are not limited to planning, selecting, and preparing materials for instruction, evaluating work of pupils, conferring with parents, keeping records, and pursuing further studies related to the instructional program of the District.

29. Adjunct Duties

The Board and ATA agree to look more closely at the Adjunct Duties assignments and corresponding points during the 2023-2024 school year. When an agreement is made, a separate MOU will be created to replace this section until a new contract is created.

Teachers participate in adjunct duties on an assigned and voluntary basis. Assigned duties are Open House, Back-to-School Night, parent conferences, staff development programs, and teacher meetings. Voluntary paid duties are Science Camp and program coordinator for GATE. Voluntary nonpaid duties are drama coaches, family math, and educationally-related committees.

For Back-to-School Night, commonly held in the first two weeks of school, teachers will be expected to be on site for no more than ninety (90) minutes.

Each permanent teacher shall, annually, accumulate, at least, **5** points from among the following voluntary adjunct duties. Each probationary teacher shall accumulate **3** points:

<u>Role/Position</u>	<u>Points</u>
<b>Student Success Team (SST)</b>	
<b>Chair (up to two chairs)</b>	<b>4</b>
<b>Standing Member</b>	
<b>Reading Specialist</b>	<b>1</b>
<b>TK – 5</b>	<b>2</b>
<b>6-8</b>	<b>2</b>
<b>504 Chair / Coordinator</b>	<b>4</b>
<b>School Site Council (SSC)</b>	<b>2</b>
<b>DELAC / ELAC (Lead)</b>	<b>3</b>





Standing member	1	
Evening Conferences	1	
School-wide Curriculum/Activity Nights		
Coordinator	3	
Participant	1	
Winter / Spring Program		
Coordinator	2	
Participant`	1	
CAASPP Testing Coordinator	4	in lieu of stipend
ELPAC Testing Coordinator	3	
School Dances		
Coordinator	1	Maximum of 3 points
Participant / supervise	.5	Maximum of 2 point
Student Council (Additional time outside enrichment period)	2	in lieu of stipend
Yearbook (Additional time outside enrichment period)	2	in lieu of stipend
AVID (Additional time outside enrichment period)	2	in lieu of stipend
Falcon Pride Leadership Team (PBIS)		
Lead	3	
Coach	2	
Member	1	
Activity coordinator		
Tk-5	1	
6-8	1	
CICO Mentor	1	
Falcon Feather coordinator	2	
Club Live	3	in lieu of stipend
CJSF	1	
Art Room Coordinator	1	
Comprehensive Safety Plan		



<b>Coordinator</b>	<b>2</b>
<b>Participant</b>	<b>1</b>
<b>Mentor teacher</b>	<b>1</b>
<b>Sunshine committee (up to max of 6)</b>	<b>1</b>
<b>Health committee (up to max of 6)</b>	<b>1</b>
<b>Technology Committee (up to max of 6)</b>	<b>1</b>
<b>Outdoor Living Space committee (up to max of 4)</b>	<b>1</b>
<b>Other</b>	<b>as agreed upon</b>

30. Yard Duty/Bus Duty – Stipends.

The Board and ATA agree to look more closely at the list of stipends and corresponding dollar amounts during the 2023-2024 school year. When an agreement is made, a separate MOU will be created to replace this section until a new contract is created.

- a. Science Camp Stipend \$500 (\$100 per day).
- b. Yearbook Stipend \$750 per year (may be divided among advisors and may be swapped for adjunct duty points.)
- c. Leadership Team \$500 per year per member

All above stipends will be paid equally in Dec. and June if duties cover the full year. Otherwise they will be paid at the end of the semester in which they were performed.

31. Sharing Duties

The Principal will make every effort to see that adjunct duty responsibilities of teachers are equally shared and are scheduled as far in advance as possible.

32. Duty Assignments

In making adjunct duty assignments, the Principal will seek suitable volunteers prior to making assignments. Volunteer time shall count along with assigned time in the balancing out of the sharing of the adjunct duty responsibilities among the teachers.

33. Alternate Schedule Days

Back-to-School Night and Open House shall be minimum schedule days for students

34. Job Sharing



- a. Job Sharing is a plan whereby two people share the full responsibilities for one identifiable full-time position.
- b. The application of this provision is limited to one full-time equivalent position.
- c. Applications to job share shall be submitted on or before February 1.
- d. Each employee in the program shall give written notice to the Superintendent prior to February 1, if he/she does not wish to continue in the program in the succeeding year on the same terms as the program in the current year. If such notice is not given, the employee is bound to continue for that succeeding year. If either an employee or the Superintendent gives notice to the other prior to February 1 that the employee or the District does not wish to continue the program in the succeeding year on the same terms, the program shall not continue unless the Superintendent and the employee agree on the terms for continuance.
- e. Revision or termination of the program will not modify the status of personnel who entered the program prior to the effective date of such revision or termination.
- f. Health and welfare benefit premiums shall be paid for each employee in the same proportion as the salary is paid.
- g. Permanent and/or probationary status, with current satisfactory evaluations, is required for participation.
- h. Mutual agreement between the two employees and the Superintendent is required before the plan can be implemented.
- i. Salaries of participants will be paid on a basis which is proportional to full-time service with shares to be determined by agreement between the Superintendent and the participating teachers.

35. Restructure of Daily Work Times

In order to provide time for collaboration among all employees on improvement of the instructional program, the instructional time on four days per week will be increased by fifteen minutes, and on one day per week will be decreased by one hour. The designation of these days will be determined annually by the Superintendent after consultation with the Association President. During the duration of this contract the designation of these days will be as follows:

One Wednesday a month will be used at the teacher's discretion. Administration may organize professional development activities, staff meetings, and/or grade-level collaboration meetings the other weeks of the month. The professional development calendar will be discussed with the leadership Team to balance the needs of the District with the needs of the staff.

The Superintendent/Principal and / or designee reserves the right to call additional staff



meetings as necessary.

36. Professional Development Training Days

Teachers shall work 185 days each year (180 student instructional days plus 5 inservice days)

The parties mutually recognize the importance of ensuring that professional training on these days is of high quality. Therefore, in collaboration with the Leadership Team, the District shall determine the subject matter content of such professional development training, the length of the training day, whether any of the training days shall be broken into multiple part-days training, and the specific days to be used for training.

**ARTICLE VIII -- LEAVES**

37. General Terms Governing Leaves

- a. Employees on paid (whether full or partial) leave of absence shall continue their entitlement to District-paid premiums for health and welfare benefits.
- b. Employees on unpaid leave of absence may continue their health and welfare benefit coverage by paying any required premiums to the District, pursuant to administrative procedures.
- c. Upon return to active service the employee shall complete the District absence form and submit it to the District office.

38. Sick Leave

- a. All full-time yearly employees (ten months) working five days per week shall be entitled to ten days leave of absence for illness, injury, or quarantine with full pay for the full school term. Sick leave shall accumulate without limitation. It is transferable to and from other school districts as provided in the Education Code.
- b. All employees referred to in the above paragraph shall be entitled to one additional day of sick leave for every month of regular service beyond ten months.
- c. All part-time employees working five days or less per week shall accumulate sick leave on a prorated basis as outlined in the Education Code.
- d. Employees must comply with reasonable rules and regulations of the District regarding the advance reporting of illness or injury absence in order that substitute arrangements may be made. Failure to follow District procedures in giving adequate notice of absence or intent to return to duty after such absence may be grounds for disciplinary action.



- e. All employees absent from duty due to personal illness or injury for five or more consecutive days shall, upon returning to duty, upon request, file with the District office a doctor's verification of illness and inability to work during the absence and a doctor's certificate releasing the employee to return to normal activity.
- f. Differential Sick Leave Pay
  - (1) When an employee is absent from his/her duties on account of illness or accident for a period of five school months or less, whether or not the illness or accident arises out of or in the course of employment, the amount deducted from the salary due the employee for any of the five school month periods in which absence occurs shall not exceed the sum which is actually paid a substitute employee employed to fill the employee's position during his/her absence, or if no substitute employee was employed, the amount that would have been paid to the substitute had a substitute been employed. Sick leave, including accumulated sick leave, and the five-month period shall run consecutively. In other words, the five-month period stipulated above begins immediately after use of the employee's current annual ten days of sick leave plus any accumulated sick leave. When the employee remains absent after use of the five-month differential pay leave, the employee shall be in unpaid status.
  - (2) When the employee has exhausted all available sick leave, including accumulated sick leave, and continues to be absent on account of illness or accident for a period beyond the five-month period, and the employee is not medically able to resume the duties of his/her position, the employee shall, if not placed in another position, be placed on a reemployment list for a period of 24 months if the employee is on probationary status or for a period of 39 months if the employee is on permanent status. When the employee is medically able, during the 24- or 39-month period, the employee shall be returned to employment in a position for which he/she is credentialed and qualified. The 24-month or 39-month period shall commence at the expiration of the five-month period described above.
  - (3) This five-month period and its implementation shall be implemented as set forth in the mandatory provisions of Education Code section 44977 (as amended by SB 1019, Chapter 30 of the Statutes of 1998) and the mandatory provisions of Education Code section 44978.1 (as newly enacted by the same Chapter 30 of the Statutes of 1998).
- g. Appointments with doctors for an employee shall be charged against the employee's sick leave entitlement subject to the following limitations:
  - (1) No sick leave shall be charged against an employee's sick leave entitlement when the employee is absent one-half hour or less at the beginning or end of the student day, provided that the employee can arrange coverage so that the District is not required to hire a substitute.



- (2) A minimum of one-half day shall be charged against an employee's sick leave entitlement in the event an employee is absent from school between one-half and three hours of the student day and all hours are prior to 11:30AM or after 11:30AM
  - (3) A full day's sick leave shall be charged against the employee's sick leave entitlement if the employee is absent more than three hours of the student day or is absent a portion of both the morning and afternoon sessions.
  - (4) The District may demand verification of the employee's appointment for any of the above.
- h. Each employee shall be given an accounting of his/her accumulated sick leave by October 15<sup>th</sup> each year.
- i. Sick Leave Use to Attend To Ill Child, Parent, or Spouse Of The Employee (Labor Code §233)

In any calendar year commencing 2000, an employee may use his/her accrued and available sick leave, up to an amount that would be accrued during six months' employment at the employee's then-current rate of entitlement, to attend to an illness of a child, parent, or spouse of the employee. All conditions and restrictions applicable to the use by an employee of sick leave shall apply to the use by the employee of sick leave to attend to an illness of his/her child, parent, or spouse.

The entitlement described herein does not extend the maximum period of leave to which an employee is entitled under Section 12945.2 of the Government Code or under the federal Family and Medical Leave Act of 1993 (29 U.S.C. §2606, et seq.), regardless of whether the employee receives sick leave compensation during that leave.

- (1) As used in this section:
  - (a) "Child" means a biological, foster, or adopted child, a stepchild, a legal ward, or a child of a person standing in loco parentis.
  - (b) "Parent" means a biological, foster, or adoptive parent, a stepparent, or a legal guardian.
  - (c) "Sick leave" means accrued increments of compensated leave provided by the District to an employee as a benefit of the employment for use by the employee during an absence from the employment for any of the following reasons:
    - (i) The employee is physically or mentally unable to perform his/her duties due to illness, injury, or a medical condition of the employee.



- (ii) The absence is for the purpose of obtaining professional diagnosis or treatment for a medical condition of the employee.
  - (iii) The absence is for other medical reasons of the employee, such as pregnancy or obtaining a physical examination.
- (2) “Sick leave” does not include any benefit provided under an employee welfare benefit plan subject to the federal Employee Retirement Income Security Act of 1974 (Public Law 93-406, as amended) and does not include any insurance benefit, workers’ compensation benefit, unemployment compensation disability benefit, or benefit not payable from the District’s general assets.

[The provisions of section i are added solely to implement the requirements of Labor Code §233 (added to law effective January 1, 2000) and shall remain in effect only as long as the law requires such additional leave of absence.]

39. Industrial Illness and Accident Leave

Pursuant to the provisions of Education Code section 44984, an employee shall be provided leave of absence for industrial accident or illness under the following rules and regulations:

- a. The accident or illness must have arisen out of and in the course of the employment of the employee and must be accepted as a bona fide injury or illness arising out of and in the course of employment by the District’s workers’ compensation insurance.
- b. This leave for each industrial accident or illness shall be for the number of days of temporary disability, not exceeding sixty working days.
- c. This leave shall not be accumulated from year to year.
- d. The leave under these rules and regulations shall commence on the first day of absence.
- e. When a person is absent from his/her duties on account of industrial accident or illness, he/she shall be paid such portion of the salary due him/her for any month in which absence occurs, as when added to his/her temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code will result in a payment to him/her of not more than his/her full salary.
- f. Industrial accident or illness leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award.
- g. When an industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due him or her for the same illness or injury.



- h. During any paid leave of absence, the employee shall endorse to the District the temporary disability indemnity checks received on account of his/her industrial accident or illness. The District, in turn, shall issue the employee appropriate salary warrants for payment of the employee's salary and shall deduct normal retirement and other authorized contributions.
- i. Any employee receiving benefits as a result of these rules and regulations shall, during periods of injury or illness, remain within the State of California unless the District authorizes travel outside the state.
- j. Upon termination of the industrial accident or illness leave, the employee shall be entitled to the benefits provided for sick leave, and his/her absence for such purpose shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the employee continues to receive temporary disability indemnity he/she may elect to take as much of his/her accumulated sick leave which when added to his/her temporary disability indemnity will result in payment to him/her of not more than his/her full salary.

40. Jury Leave

- a. When ordered by the court, employees may be absent from duty to serve as jurors or court witnesses (other than for personal business) without loss of pay. Fees other than reimbursement expenses paid the employee for services shall be payable to the District.
- b. It shall be the responsibility of the employee to present to the District written verification of such required attendance in court.

41. Bereavement Leave

Each teacher is entitled to a leave of absence not to exceed five days, or seven days if out-of-state travel or one-way travel in excess of 300 miles is required, on account of the death of any member of his/her immediate family as defined in Section 42b.(1), below. No deduction will be made from the salary of such employee nor shall such leave be deducted from any accumulated sick leave.

Teachers may be granted one (1) day a year, non-deduct, to attend a funeral for a family member or friend not currently covered under the laws of Bereavement Leave. Teacher must clear the day through the Administration.

42. Personal Necessity Leave

- a. A certificated employee may elect to take up to seven days of earned sick leave per year as a personal necessity leave, subject to the limitations listed below. Annually, two (2) of the seven days will be allowed as "No Tell Days". No tell days must be in line with allowable reasons for a staff member to be absent, as set forth below and in Ed. Code.





- b. The following two reasons for taking personal necessity leave do not require advance notice, although an employee will be required to arrange for a substitute and to inform the Superintendent or Principal of the reason for the absence after returning:
- (1) Death of a member of the employee's immediate family. Members of the immediate family as used in this Section means one of the following: mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, and the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee or any relative living in the immediate household of the employee.
  - (2) Accident or emergency illness involving the employee's person or property, or the person or property of a member of the employee's immediate family, of such emergency nature that the immediate presence of the employee is required during the employee's work day.
- c. The following reasons for taking personal necessity leave require advance notification of twenty-four hours to the employee's supervisor prior to the leave:
- (1) Paternity purposes.
  - (2) Appearance in court as a litigant or as a witness under an official order.
- d. Employees may utilize up to five days of personal business leave for necessary business which cannot be conducted after the school day or on Saturday.
- (1) Personal business leave shall not be utilized simply to extend holidays, vacations, or three-day weekends. At the request of the Superintendent, the employee shall verify the reason(s) for such personal business use.
  - (2) A request for personal necessity leave for personal business shall be made to the Principal or Superintendent in writing at least three days prior to the date proposed for leave and will be denied only if the District is unable to obtain a substitute. The employee will be notified no later than the day before the proposed leave if no substitute is available and the leave must be denied. If more than one employee requests a leave on the same day and there is a shortage of substitutes, the requests for such leave will be granted on a first-come, first-served basis based on the date the request was submitted.

The denial of personal necessity leave due to unavailability of a substitute will not occur if the employee is required to appear in court as a litigant; provided, however, employees shall make a good faith effort to have court dates and times set so as to minimize interference with the employee's job responsibilities at Arcohe Union School District.

43. Pregnancy Leave



- a. An employee disabled due to pregnancy, miscarriage, childbirth, or recovery therefrom is entitled to regular and extended sick leave as otherwise provided. Disability shall be determined by the employee and her physician.
- b. Where practical, an employee requesting paid or unpaid pregnancy leave shall make such request at least thirty days prior to commencement of the leave. All requests for pregnancy leave must be in writing in accordance with the sections of this Agreement governing sick leave.
- c. Unpaid leave shall be granted at the request of the employee during her pregnancy, subject to the notice requirement in b., above. An employee may return from this unpaid leave at any time with confirmation from her physician that she is able to perform her regularly assigned duties.

44. Parenting Leave

Accumulated sick leave as provided in this Agreement may be utilized by male employees as follows:

- a. One day of absence on the day of the birth of his child.
- b. One day of absence when the mother and/or child leave the hospital.

An employee adopting a child shall be granted two days of absence on the day that the child is received into his/her custody.

45. Miscellaneous Leave/Family Leave

a. Miscellaneous Leave

Leaves of absence, paid or unpaid, may be granted by the Governing Board, at its discretion, for any reason at the request of the employee. A request for leave under this provision must be in writing and must be accompanied by a statement of the employee of the reason for the request, the duration of the leave requested, and whether the request is for paid or unpaid leave.

b. Family Leave

Employees shall be entitled to Family Leave pursuant to the District Family Leave policy.

46. In the event an employee, or an employee's immediate family, has a catastrophic situation happen and the employee has extinguished all of his/her sick leave, the employee can formally request to the Board for additional sick time to cover the time needed for the employee to return to the position. The length of this additional time will be at the discretion of the board based on individual circumstances.



## ARTICLE IX -- CLASS SIZE

### 47. Adjustments Regarding Class Size

- a. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be kept to a minimum and equally distributed.
- b. Every effort shall be made to ensure that class size at grade levels are balanced according to the demands of individual needs of students.
- c. When new students are added to existing classes, they shall be placed in classrooms to maintain a balance which is also fair and equitable.
- d. Students enrolled in special education classes less than fifty percent of the instructional work day shall be considered as regularly enrolled students for class size purposes.
- e. The District will authorize combination classes when necessary and/or assign aides, when feasible, in an effort to maintain instructional quality.
- f. When, after the first ten (10) days of school, a class enrollment is above the parameters listed below for any point of the school day, the teacher will be given additional aide time OR a stipend of \$1000 for the instructional year (180 days). (Prorated for the number of days the class size is at this level. Stipend to be paid with the last pay warrant of the year.)

TK – 24 students (or adjusted according to CDE guidelines)

K – 3<sup>rd</sup> grade – 28 students

4<sup>th</sup> – 5<sup>th</sup> grade – 30 students

6<sup>th</sup> – 8<sup>th</sup> grade – 32 students

## ARTICLE X -- TRANSFERS

### 48. Voluntary Transfers

The Superintendent is authorized to make assignments of all employees to vacant positions based upon the needs of the District. A teacher may request a voluntary transfer in writing wherein the teacher shall express preference for a different grade assignment. The District shall attempt to honor requests for voluntary transfers when the training, experience, and abilities of the requesting teacher match the vacant position job specifications. In the event a teacher is not selected, upon request he/she will be advised of the reasons for nonselection.

- a. Any teacher who is transferred to another classroom during the school year shall be given one day release time to move.



49. Involuntary Transfer

- a. Involuntary transfers may be made based upon the needs of the school district as determined by the Superintendent or his/her designee. The Superintendent shall consider the preferences of the involuntary transferee when making such assignment. However, the needs of the school district shall be paramount and shall take precedence over the preference of the involuntary transferee. In the event a teacher is involuntarily transferred, upon request he/she will be advised of the reasons for the transfer.
- b. Any teacher who is transferred to another classroom during the school year shall be given one day release time to move.

**ARTICLE XI – EVALUATION**

The Board and the ATA agree to continue to negotiate a new evaluation system for all certified employees during the 2023-2024 school year. When an agreement is made, a MOU will be created to replace the appropriate sections of this article until a new contract is ratified.

50. Personnel Files

- a. In the creation and handling of the personnel files of teachers, the District will comply with any and all applicable provisions of the Education Code.
- b. Upon written authorization by the teacher, a representative of the Association shall be permitted to examine and/or obtain copies of the materials in the teacher's personnel file.
- c. Access to personnel files shall be limited to District management and Board of Trustees and their counsel on a need-to-know basis. Contents of personnel files shall be considered confidential information.

51. Material Used in Evaluation

- a. No negative evaluation of performance shall be predicated upon information or material of a derogatory or critical nature which has been received by the evaluator from others (such as parents and citizens) unless the teacher has first been given written notice of same and an opportunity to discuss and attempt to resolve the matter with the complaining party, together with the appropriate administrator. Complaints or charges that are withdrawn or shown to be false shall not be utilized in the evaluation of a teacher.
- b. No negative evaluation of performance shall be predicated upon lawful nonschool-related personal activities which have no impact upon the teacher's effectiveness as a teacher.



- c. No negative evaluation of classroom performance shall be predicated upon the teacher's use of teaching materials provided that such materials are consistent with the age and maturity level of the students and with the District's educational curriculum guidelines and policies.
- d. No negative evaluation of performance shall be predicated upon the work performed by an instructional or clerical aide assigned to work with a teacher.
- e. A teacher shall not be negatively evaluated for failure to use materials or physical plant facilities which the school does not or cannot supply.

52. Pre-Evaluation Conference

- a. A pre-evaluation conference shall be held between the evaluator and the evaluatee prior to October 15. At that conference the evaluator shall approve the objectives proposed by the teacher for the students. If approval is not given, the matter shall be referred to the Superintendent for approval no later than October 30. For situations which make these dates undoable (i.e. the evaluatee is absent or not yet employed) the date will automatically be adjusted to fit the situation.
- b. The approximate dates of the formal observations shall be established at that conference.

53. Observations

- a. Although the administrator may formally observe any employee at any time, he/she shall formally observe an employee prior to evaluation on at least one (1) occasion.
- b. For formal (scheduled) observations the teacher shall be given notice of the observation at least (2) days in advance. The observation shall be for a minimum of thirty (30) minutes.
- c. The formal observation shall be followed by a post-observation conference within ten (10) school days after the observation.

54. Probationary Evaluation

Each probationary employee shall be evaluated by the administration each year no later than March 15.

55. Permanent Evaluation

Permanent certificated employees will be evaluated once every two years.

Permanent employees who receive an unsatisfactory evaluation will be evaluated again the following year.

Unsatisfactory shall be defined as a "Needs to Improve" in three or more areas or an



“Unsatisfactory” in any one area.

56. Evaluation Content

Evaluations content (as per Ed. Code) shall not be subject to the grievance procedure.

57. Final Evaluation

A copy of the final evaluation shall be sent to or delivered to the employee not later than 30 days before the last school day scheduled on the school calendar adopted by the Board of Trustees for the school year in which the evaluation takes place. The employee may initiate a written reaction or response to the evaluation, and any such response shall be retained with the evaluation in the employee’s personnel file. Before the last school day on the school calendar adopted by the Board, a meeting shall be held between the employee and the evaluator to discuss the evaluation.

58. Corrective Action

The certificated employee’s evaluator shall act to assist the employee in correcting any cited deficiencies. Such action may include specific recommendations for improvement, workshop attendance, direct assistance in implementing such recommendations, and/or released time for the certificated employee to visit and observe other similar classes in other schools. If subsequent remedial action eliminates the deficiencies on which the negative evaluation is based, such improvement shall be clearly noted in a memorandum to the employee which shall be placed in the personnel file and attached to the evaluation. When any permanent employee has received an unsatisfactory evaluation, the Administration shall annually evaluate the employee until he/she receives a positive evaluation or is separated from the District.

**ARTICLE XII -- TEACHER SAFETY**

59. Safe and Sanitary Work Area

The District shall provide for a safe and sanitary work area for all teachers.

60. Safety Report and Response

Any teacher shall report to the Superintendent in writing any condition which that teacher may consider unsafe and unsanitary. In the event that action is not taken to remedy the situation within fifteen days of receipt of the written notice, the teacher has the right to submit a written report of the condition to the attention of the Board of Trustees which will then be considered at the next regular meeting of the Board. Within ten days thereafter, a written reply regarding the Board’s action to remedy the situation will be given to the teacher.

61. Responsibility for Safety



Both parties agree that the responsibility for safe working conditions, safe procedures, and practices is that of the District, and that the responsibility for the maintenance of safe procedures and practices is that of the teacher.

### **ARTICLE XIII -- TRAVEL**

62. Mileage Allowance

Teachers required to use their automobiles for purposes of school-related activities shall, upon prior approval from the District, be compensated at the rate established by the federal government (IRS).

63. Authorization for Trips

Teachers shall obtain written permission from the Superintendent to take students on school-related activities, field trip(s), or to transport student(s) home in a personal automobile. Written permission shall mean that the trip is a school-sponsored activity.

### **ARTICLE XIV -- TEACHER SALARY**

64. 2023-2024 Salary

The 2023 - 2024 salary schedule shall be restructured as attached and reflect a 2% increase plus one additional step at the bottom of the salary schedule.

Movement on the salary schedule shall be limited to no more than one step and one column in any one year.

Salary schedules to become effective August 1, 2023 or the first of the month following final board ratification of this agreement – whichever is later.

65. 2024 – 2025 Salary

The 2024 - 2025 salary schedule shall be restructured as attached and reflect a 1% increase.

66. The 2025 - 2026 salary schedule shall be restructured as attached and reflect a 1% increase.

67. 2022-2023 One-Time Payment

The district agrees to pay each certificated employee 2% of their 2022-2023 base salary (prorated based on contracted days) the pay period following ratification of the contract.



68. Course Completion for Credit

All teachers must complete courses at an approved and accredited college or university for salary purposes prior to August 31 of the year in which they plan to apply for credit of course work.

69. Course Approval by Superintendent

The Superintendent must approve any college course, workshop study or other hours prior to enrollment or participation in any program to be used by employees for salary increments.

70. Substitute pay

In the event a substitute teacher cannot be hired and other teachers are asked to take the students / class, the teacher(s) taking the extra students shall receive the pay a substitute would have received (at the regular daily or half daily sub rate). This amount may be prorated for the portion of the day and / or among the teachers taking the extra students.

71. Extra Duty pay

Extra duty pay for things such as after school activities, tutoring, summer school shall be \$50/hr. Teachers who lose their weekly enrichment time will be eligible to submit a time sheet for the missed time. Supplies

All teachers will be given an annual supplies and materials budget of \$150 each for the subsequent school year. These startup funds must be spent by March 1<sup>st</sup> of the school year and receipts must be turned in within 90 days of purchase for reimbursement.

72. Initial Years of Service

New employees who are hired by the district will receive up to twelve (12) years of service for placement purposes on the salary schedule. The district agrees to award lost years of service to teachers who were placed at a lower level at the time of their employment. It is understood no additional past compensation will be made due to this adjustment.

73. Salary Schedule

The salary schedule will be adjusted to include Steps for each year of service (up to 22). Steps 17, 19 and 21 will reflect half the amount as listed between the Steps immediately preceding and following the respective new Step.





**ARTICLE XV – EMPLOYEE BENEFITS**

74. Benefit Programs

- a. Employees may participate in the programs offered through the Contra Costa County Schools Insurance Group (CCCSIG) JPA.

- Kaiser Permanente
  - Western Health Advantage
  - Sutter Health Systems

- b. The District will pay the following maximum monthly contribution “Cap” towards the cost of health, dental, and vision insurance to active employees:

\$950/month

75. Benefits Maintained During Agreement

The District agrees to maintain such benefits during the term of this Agreement.

76. Eligible Employee Defined

An eligible employee as used in this Section shall mean an employee who has been in the employ of the District for at least thirty days.

77. Benefits for Retirees

Employee benefits for retired members are as follows:

- a. The District shall pay the medical, dental, and vision benefit’s proportional amount of the cap relative to active employees for the medical insurance premium for teachers employed by the District for the 1991-92 school year or employed by the District prior to the 1991-92 school year and who retired on or after December 1, 1978, provided the employee has served at least ten consecutive school years of service with the District immediately prior to retirement and retires from District service into STRS. A Board-approved leave of absence for a year shall constitute a year of service for purposes of eligibility for this benefit. This benefit shall continue to be available to an eligible spouse if the spouse opts to pay the premium for said benefit.
- b. In order to be eligible for this benefit the individual must be enrolled in a district sponsored health plan for at least 6 months prior to the retirement date.
- c. It is understood by the parties that it will be the retiree’s responsibility to make application for enrollment for the benefits described in a., above.
- d. Retirees who receive life-time benefits that retired prior to July 1, 2021 will continue to receive a \$750/mo toward these benefits.



- e. Teachers who have at least twenty (20) years of service with the district will receive three years of gap coverage for retirees at a rate of ½ the current single-payer CAP amount.

78. Other

An IRC 125 Plan for premium conversion shall be provided.

79. Retirement Announcement Incentive

Through the 2025-2026 school year, if an employee with at least twenty (20) years of service with the district submits their intent to retire at the end of the current year by August 1 of the school year, the employee will receive a 2% increase to their base salary for the final year of employment. If the employee does not submit the proper paperwork with CalSTRS to retire, the employee will be required to pay back the amount given for the incentive.

### **ARTICLE XVI -- PROFESSIONAL GROWTH**

80. Professional Growth with the District

- a. The District will reimburse to each employee the actual expenses for registration fees for approved
  - (1) No more than \$100 per unit will be reimbursed; and
  - (2) The District will provide reimbursement for no more than four units in a two-year period.
  - (3) The two-year cycle for reimbursement begins from the first day a request for reimbursement is completed.
  - (4) Classes reimbursed by the District are not eligible for credit on the Salary schedule.
- b. Reimbursement shall be made upon proof of actual payment and satisfactory completion of classes (grade of “C” or better).

### **ARTICLE XVII -- SCHOOL CALENDAR**

81. Work Year

The work year shall consist of one hundred and eighty-five (185) days of which there will be one hundred and eighty instructional days and five additional days. One additional day (1) to be used for the purpose of preparation for the opening of school and four (4) to be used for in-service training days as may be outlined by the Superintendent.



New employees to the District shall have one additional day, (186), at the beginning of the year for orientation and preparation.

## **ARTICLE XVIII -- PROFESSIONAL DUES**

82. Association Membership

Teachers employed by the District shall have the option to join the Association. Teachers currently members of the Association shall be required to maintain membership for the life of this Agreement. The District shall notify new teachers at the time of employment of the provisions of this article by providing a copy of this article to new teachers at the time of making an offer of employment.

83. Charitable Contribution

Any teacher who is a member of a religious body whose traditional tenets or teaching include objections to joining or financially supporting employee organizations shall be permitted to contribute to a nonreligious, nonlabor organization charitable fund exempt from taxation under section 501(c)(3) of Title XXVI of the Internal Revenue Code in lieu of joining the Association. Such contribution shall be in an amount equal to the association fee.

The District shall, upon request, make available to the Association a list of unit members paying the charitable contribution.

84. Payroll Deduction Authorization

A teacher may sign and deliver to the District an assignment authorizing payroll deduction of the full membership dues fee or charitable fund contribution pursuant to Sections 79 and 80, above. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization, the District shall deduct one tenth of such amounts from the regular salary check of the teacher each month for ten months. Deductions for teachers who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.

The District agrees to remit such monies for dues to the Association and to remit the charitable contributions to the designated charitable fund. The remittance to the Association shall be accompanied by an alphabetical list of employees from whom such deductions have been made.

85. Automatic Deduction

In the event that a teacher neither pays the unified membership dues or the fair share fee directly to the Association nor authorizes written payroll deduction within thirty days from the date of commencement of teaching duties, the Association shall notify the District. Unless the teacher has chosen a charitable contribution based upon religious



beliefs, upon such notification by the Association the District shall immediately begin automatic payroll deduction of the fair share fee in such a manner as to effect collection of the full fee by the end of the school year.

86. Indemnification

The Association agrees to pay to the District all legal fees and legal costs incurred in defending against any court action and/or administrative action challenging the legality or constitutionality of the agency fee provisions of this Agreement or their implementation and agrees to pay any judgment or settlement liability arising out of such challenges.

The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to herein shall or shall not be compromised, resisted, defended, tried, or appealed.

87. Other Deductions

Upon appropriate written authorization from the teacher, the District shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit unions, savings bond, or any other plans or programs jointly approved by the Association and the District.

**ARTICLE XIX -- MISCELLANEOUS PROVISIONS**

88. Individual Contracts

Any individual contract between the District and a teacher heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement.

89. Precedence over Rules, Etc.

This Agreement shall supersede any rules, regulations, or practices of the District which are or may in the future be contrary to or inconsistent with its terms.

90. Nondiscrimination

The District shall not discriminate against any teacher with respect to matters within the scope of representation as defined in Section 3543.2 of the Government Code on the bases of race, color, creed, age, sex, national origin, political affiliation, domicile, or marital status.

91. Action on Resignation

A teacher's notification to the District that he/she intends to resign shall remain revocable until such time as the Superintendent officially acts on such notification.



92. Notifications by Employees

- a. Employees shall notify the Superintendent in writing as early as possible of their intent to resign or retire effective the end of a school year so the District can commence recruiting to fill the vacancy as early as possible.
- b.
  - (1) If, without good cause, a probationary or permanent employee of the District fails, prior to July 1 of any school year to notify the Board of Trustees of the District of his/her intention to remain or not to remain in the service of the District, as the case may be, during the ensuing school year if a request to give such notice, including a copy of this section, shall have been personally served upon the employee or mailed to him/her by United States certified mail with return receipt requested to his/her last known place of address, by the Superintendent not later than the preceding May 30, the employee may be deemed to have declined employment at the end of that year.
  - (2) If, without good cause, a probationary or permanent employee of the District fails to report for duty at the beginning of the ensuing school year after having notified the Board of Trustees of the District of his/her intention to remain in the service of the District in accordance with the procedures specified above, the employee may be deemed to have declined employment and his/her services as an employee of the District may be terminated on the day following the 20<sup>th</sup> consecutive day of absence. The District may terminate any employee pursuant to this subdivision unless the District has specifically notified the employee, at least five days in advance, of the time and place at which the employee was to report to work, and the employee did not request or was not granted a leave of absence authorized by the Board of Trustees of the District.

This subdivision (2) is applicable only to employees who were on leave of absence for 20 or more consecutive working days after April 30 of the previous school year.

**ARTICLE XX -- WAIVER CLAUSE**

93. Waiver of Bargaining

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement



even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

**ARTICLE XXI -- MANAGEMENT PREROGATIVES**

94. Reserved Rights

The District shall have the right, subject to law, to determine and decide all matters not covered by this Agreement. Rights under this Section shall not be subject to the grievance procedure.

**ARTICLE XXII -- TERM OF AGREEMENT**

95. Duration of Agreement

This Agreement shall be effective July 1, 2023 to June 30, 2026, and from year-to-year thereafter unless written notice of desire to amend or terminate this Agreement is served by either party upon the other at least sixty days prior to June 30, 2023, or any subsequent year. **In the second year of this Agreement, each party can reopen negotiations on any two non-salary articles plus an off-schedule payment. In the third year of the term of this agreement, each party may reopen negotiations on wages and health and welfare benefits, plus two additional articles.**

IN WITNESS WHEREOF, the parties hereto have set their hands:

ARCOHE UNION SCHOOL DISTRICT

ARCOHE TEACHERS ASSOCIATION/ CTA/NEA

By: \_\_\_\_\_  
Superintendent

By: \_\_\_\_\_  
President

Date: \_\_\_\_\_

Date: \_\_\_\_\_



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EXHIBIT A-1: 2022-2023 Salary Schedule

EXHIBIT B: Grievance Form

*An extra section break has been inserted above this paragraph. Do not delete this section break if you plan to add text after the Table of Contents/Authorities. Deleting this break will cause Table of Contents/Authorities headers and footers to appear on any pages following the Table of Contents/Authorities.*

EXHIBIT A: Certificated Salary Schedules

EXHIBIT B: Grievance Forms

EXHIBIT C: Grievance Form