

AGENDA FOR THE REGULAR MEETING OF THE
SIERRA COUNTY BOARD OF EDUCATION

October 14, 2014

6:00 pm REGULAR SESSION

Sierra County Office of Education, 109 Beckwith Rd., Room 4, Loyalton, CA 96118, California

This meeting will be available for videoconferencing at Downieville School, Downieville, CA.

In the case of a technological difficulty at either school site, videoconferencing will not be available.

Any individual who requires disability-related accommodations or modifications including auxiliary aids and services in order to participate in the Board meeting should contact the Superintendent or designee in writing.

Public inspection of agenda documents that are distributed to the Board less than 72 hours before the meeting, will be made available at the Sierra County Board of Education, 109 Beckwith Road, Room 3, Loyalton, CA, 96118, and posted with the online agenda at <http://www.sierracountyofficeofeducation.org> (Government Code 54957.5)

- A. CALL TO ORDER
(Please be advised that this meeting will be recorded.)
- B. ROLL CALL
- C. FLAG SALUTE
- D. APPROVAL OF THE AGENDA
- E. INFORMATION/DISCUSSION ITEMS
 - 1. Superintendent's Report
 - a. Non Public School Placement
 - b. Facility Inspection Tool (FIT) Report
 - c. California County Superintendents Educational Services Association (CCSESA)
 - 2. Business Report
 - a. Board Report-Expenditures by Object 07/01/14 to 9/30/14**
 - 3. Staff Reports (5 minutes)
 - 4. SPTA Report (5 minutes)
 - 5. Board Members' Report (5 minutes)
 - 6. Public Comment – This is an opportunity for members of the public to directly address the governing board on any item of interest that is within the subject matter jurisdiction of the governing board whether or not it is listed on the agenda. Five minutes may be allotted to each speaker and a maximum of twenty minutes to each subject matter. (Education Code 35145.5; Bylaw 9322; Government Code 54954.3)
 - a. Current location
 - b. Videoconference location
- F. CONSENT CALENDAR
 - 1. Approval of minutes of the Regular Board meeting held September 9, 2014**
 - 2. Approval of bill warrants for month of September 2014**

3. Approval of Quarterly Report on Williams Uniform Complaints for quarter ending September 30, 2014. It is required per Education Code 35186 section (d) that a school district shall report summarized data on the nature and resolution of all complaints on a quarterly basis to the county superintendent of schools and the governing board of the school district. No complaints regarding textbooks and instructional materials, teacher vacancy or misassignment or conditions of facilities were filed with Sierra County Office of Education during the quarter ending September 30, 2014.

G. ACTION ITEMS

1. New Business

- 1314-022 Public Hearing to allow comments on the sufficiency of textbooks and instructional materials for kindergarten through 12th grade in each subject and to assure that they are aligned with the state standards adopted pursuant to Ed. Code §60605 or 60605.8 and also meet the reporting and sufficiency requirements contained in Ed. Code §60119.** (President)
- 1314-023 Adoption of Resolution No. 14-005, Sufficiency of Textbooks and Instructional Materials** (Grant)
- 1314-024 Adoption of Sierra-Plumas Classified Employees Collective Bargaining Agreement 2014-2019** (Grant)

BOARD POLICIES AND ADMINISTRATIVE REGULATIONS (President)

- 1314-025 Approval of Administrative Regulation and Exhibit 1312.4, Williams Uniform Complaint Procedures**
- 1314-026 Approval of Board Policy 1330, Use of Facilities**
- 1314-027 Approval of Board Policy and Administrative Regulation 4112.2, Certification**
- 1314-028 Approval of Board Policy and Administrative Regulation 4112.21, Interns**
- 1314-029 Approval of Board Policy and Administrative Regulation 4115, Evaluation/Supervision**
- 1314-030 Approval of Board Policy 4315, Evaluation/Supervision**
- 1314-031 Approval of Board Policy 4117.3, Personnel Reduction**
- 1314-032 Approval of Board Policy and Administrative Regulation 4131.1, Teacher Support and Guidance-NEW**
- 1314-033 Approval of Exhibit 4319.21 Professional Standards**
- 1314-034 Approval of Minor Revisions to Select Policies** (AR 3542; AR 3554; AR4112.42/4212.42/4312.42; BP 6142.94; AR 6159.4; BB 9223; BB 9230)

TO DELETE: (backup material not provided)

1314-035 Approval to Delete Board Policy 4131.1, Beginning Teacher Support/Induction

1314-036 Approval to Delete Board Policy and Administrative Regulation 4138, Mentor Teachers

1314-037 Approval to Delete Board Policy and Administrative Regulation 4139, Peer Assistance and Review

1314-038 Approval to Delete Board Policy 4315.1, Staff Evaluating Teachers

H. ADVANCED PLANNING

1. Next Regular Board Meeting will be held on **Wednesday**, November 12, 2014, at Downieville School, Downieville, CA, beginning with Closed Session, as needed, at 5 pm and the Regular Board Meeting at 6:00 pm.

2. Suggested Agenda Items

- a. _____
b. _____

I. ADJOURNMENT



Dr. Merrill M. Grant, Superintendent

*** prior month handout

** enclosed

* handout

Balances through September						Fiscal Year 2014/15
Object	Description	Adopted Budget	Revised Budget	Encumbered	Expenditure	Account Balance
Fund 01 - Gen Fund						
1100	Teachers Salaries	154,765.00	154,765.00	138,892.32	16,073.44	200.76-
1120	Certificated Substitutes	5,152.00	5,152.00		70.00	5,082.00
1200	Certificated Pupil Support Ser	63,202.00	63,202.00	56,511.99	6,299.11	390.90
1300	Certificated Supervisor Admini	105,804.00	105,804.00	79,353.18	26,451.06	.24-
Total for Object 1000		328,923.00	328,923.00	274,757.49	48,893.61	5,271.90
2100	Instructional Aides' Salaries	98,489.00	98,489.00	58,601.41	6,401.71	33,485.88
2200	Classified Support Salaries	5,478.00	5,478.00	8,327.10	1,438.51	4,287.61-
2300	Classified Supervisors' Admini	96,742.00	96,742.00	71,879.40	24,049.80	812.80
2400	Clerical Technical Office Staf	123,875.00	123,875.00	94,411.87	29,530.94	67.81-
2900	Other Classified Salaries	6,912.00	6,912.00		153.00	6,759.00
Total for Object 2000		331,496.00	331,496.00	233,219.78	61,573.96	36,702.26
3101	STRS Certificated Positions	31,145.00	31,145.00	24,398.46	4,335.56	2,410.98
3102	STRS Classified Positions	368.00	368.00	309.60	34.40	24.00
3202	PERS Classified Positions	49,655.00	49,655.00	37,649.16	10,814.98	1,190.86
3301	OASDI Certificated Positions				4.34	4.34-
3302	OASDI Classified Positions	19,518.00	19,518.00	13,600.52	3,656.34	2,261.14
3311	Medicare Certificated Position	4,990.00	4,990.00	3,851.01	678.05	460.94
3312	Medicare Classified Positions	4,622.00	4,622.00	3,231.23	862.03	528.74
3401	Health & Welfare Benefits Cert	84,284.00	84,284.00	69,107.58	10,331.38	4,845.04
3402	Health & Welfare Benefits Clas	82,198.00	82,198.00	60,697.26	17,464.34	4,036.40
3501	SUI Certificated	178.00	178.00	137.43	24.46	16.11
3502	SUI Classified	163.00	163.00	116.50	30.65	15.85
3601	Workers' Compensation Certific	11,419.00	11,419.00	8,904.06	1,567.79	947.15
3602	Workers' Compensation Classifi	10,595.00	10,595.00	7,470.95	1,993.06	1,130.99
3901	Golden Handshake	26,768.00	26,768.00			26,768.00
Total for Object 3000		325,903.00	325,903.00	229,473.76	51,797.38	44,631.86
4200	Library and Reference Material			2,295.70	859.02	3,154.72-
4300	Materials and Supplies	17,590.00	17,590.00	292.72	5,594.65	11,702.63
4320	Custodial Supplies	1,300.00	1,300.00		424.93	875.07
4330	Office Supplies	2,000.00	2,000.00			2,000.00
4350	Vehicle Upkeep	6,500.00	6,500.00	1,216.75	33.25	5,250.00
4400	Noncapitalized Equipment	7,198.00	7,198.00	4,643.06		2,554.94
Total for Object 4000		34,588.00	34,588.00	8,448.23	6,911.85	19,227.92
5100	Subagreements for Services	35,724.00	35,724.00	53,598.71	2,220.99	20,095.70-
5200	Travel and Conference	16,342.00	16,342.00	6,985.18	2,424.49	6,932.33

Balances through September						Fiscal Year 2014/15
Object	Description	Adopted Budget	Revised Budget	Encumbered	Expenditure	Account Balance
Fund 01 - Gen Fund (continued)						
5300	Dues and Membership	17,970.00	17,970.00		9,966.00	8,004.00
5400	Insurance	10,450.00	10,450.00		9,218.00	1,232.00
5500	Operation Housekeeping Service	9,200.00	9,200.00	1,981.05	218.95	7,000.00
5600	Rentals, Leases, Repairs, Nonc	2,600.00	2,600.00	339.00	76.86	2,184.14
5800	Professional Consulting	8,400.00	8,400.00	8,400.00		.00
5801	Legal Services	32,500.00	32,500.00	1,000.00		31,500.00
5803	Legal Publications	500.00	500.00	200.00		300.00
5805	Personnel Expense	593.00	593.00	270.00		323.00
5806	Negotiations	2,000.00	2,000.00			2,000.00
5808	Other Services & Fees	1,500.00	1,500.00	1,242.59	156.55	100.86
5810	Contracted Services	293,628.00	293,628.00	241,372.83	42,866.87	9,388.30
5899	SPJUSD to Reimburse			3,853.66	797.48	4,651.14-
5900	Communications	2,100.00	2,100.00	301.70		1,798.30
	Total for Object 5000	433,507.00	433,507.00	319,544.72	67,946.19	46,016.09
6200	Building and Improvement of Bu	30,032.00	30,032.00			30,032.00
6400	Equipment	6,300.00	6,300.00	13,012.63		6,712.63-
	Total for Object 6000	36,332.00	36,332.00	13,012.63	.00	23,319.37
7281	All Other Transfers to Distric		150,000.00		150,000.00	.00
7310	Direct Support/Indirect Costs					.00
	Total for Object 7000	.00	150,000.00	.00	150,000.00	.00
	Total for Fund 01 and Expense accounts	1,490,749.00	1,640,749.00	1,078,456.61	387,122.99	175,169.40
Fund 16 - FOREST RES						
7211	Transfers of Pass-through Rev	340,100.00	340,100.00			340,100.00
7619	Other Authorized Interfund Tra	60,017.00	60,017.00			60,017.00
	Total for Fund 16, Expense accounts and Object 7000	400,117.00	400,117.00	.00	.00	400,117.00
	Total for Org 001 - Sierra County Office of Education	1,890,866.00	2,040,866.00	1,078,456.61	387,122.99	575,286.40

MINUTES OF THE REGULAR MEETING OF THE
SIERRA COUNTY BOARD OF EDUCATION
September 9, 2014
Downieville School, Downieville, California
This meeting was available via videoconference from Loyalton, CA.

A. CALL TO ORDER

President ALLEN WRIGHT called the meeting to order at 6:04 pm.

B. ROLL CALL

PRESENT: Mr. Allen Wright, President
Ms. Sharon Dryden, Vice President
Ms. Patty Hall, Clerk
Mr. Tim Driscoll, Member
Mr. Mike Moore, Member

ABSENT: None

VACANT: None

C. FLAG SALUTE

D. APPROVAL OF THE AGENDA

MOORE/DRISCOLL

5/0

E. INFORMATION/DISCUSSION ITEMS

1. CORRESPONDENCE

2. SUPERINTENDENT'S REPORT

- a. Dr. Grant introduced Maire McDermid, Downieville's 4-6 teacher.
- b. Headlands plans for this year are underway and Downieville's 5 and 6 grades plan to attend along with Loyalton Elementary School's grade 5.
- c. Dr. Grant attended the New County Superintendent Orientation in Sacramento along with sixteen other new county superintendents.
- d. Egricelda Garcia, Custodian, has been assigned 5 hours per week District/County Office "C" Complex, effective 8/11/2014
- e. The State has approved Sierra County Office of Education's Local Control and Accountability Plan. Stakeholder participation will be a major factor in next year's plan.

3. BUSINESS REPORT

Ms. Asquith presented the Board Report-Expenditures by Object 07/01/14 to 8/31/14. There were no comments or questions.

- a. Letter of Budget Approval from California Department of Education

Sierra County Board of Education
Regular Meeting Minutes

4. STAFF REPORT

Mrs. Mongolo, SELPA Director and Alternative Education Administrator reported that there are new teaching and administrator assignments for Sierra Pass and ISP.

5. SPTA REPORT

6. BOARD MEMBER'S REPORT

MOORE reported that he and Dr. Grant will travel to Sacramento for the purpose of meeting with the staff of Senators Boxer and Feinstein to discuss forest reserve monies withheld.

Secure Rural Schools Update:

Two bills proposed: one for immediate funding; one for ongoing restructure.

7. PUBLIC COMMENT

President WRIGHT opened the meeting for public comment at 6:17 pm.

Nancy Thompson of the Cattlewomen's Association advocated for Ms. Griffin and two agriculture students to attend the convention in DC.

Sierra Schools Foundation representative announced that the Gran Fondo is this Sunday.

President WRIGHT closed the meeting for public comment at 6:19 pm.

F. CONSENT CALENDAR

The following items were included in the consent calendar:

1. Approval of minutes of the Regular Board meeting held August 12, 2014
2. Approval of bill warrants for month of August 2014
MSCU/DRISCOLL/HALL
5/0

G. ACTION ITEMS

1. NEW BUSINESS

1415-019 Adoption of Resolution No. 14-004, Adopting the Gann Limit

DRYDEN/MOORE

ROLL CALL VOTE

TRUSTEE DRISCOLL AYE

TRUSTEE DRYDEN AYE

TRUSTEE HALL AYE

TRUSTEE MOORE AYE

TRUSTEE WRIGHT AYE

5/0

1415-020 Acceptance of Alternative Measurement Method Report (Other Postemployment Benefits)

MOORE/DRISCOLL

5/0

Sierra County Board of Education
Regular Meeting Minutes

1415-021 Adoption of Unaudited Actuals for Fiscal Year End June 30, 2014
DRYDEN/MOORE
5/0

H. ADVANCED PLANNING

Next Regular Board Meeting will be held on October 14, 2014, at Sierra County Office of Education, 109 Beckwith Rd., Room 4, Loyalton, CA 96118, beginning with Closed Session, as needed, at 5 pm and the Regular Board Meeting at 6:00 pm.

Suggested Agenda Items

There were no suggested agenda items.

I. ADJOURNMENT

Adjourned at 6:26 pm.
DRYDEN/DRISCOLL
5/0

Patty Hall, Clerk

Dr. Merrill M. Grant, Superintendent

Checks Dated 09/01/2014 through 09/30/2014

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
00014005	09/09/2014	ALPINE FIRE SERVICES, INC. SALES AND SERVICE	01-5600		65.86
00014006	09/09/2014	HEIDI BETHKE	01-5200		257.70
00014007	09/09/2014	CCSESA TREASURER c/o SCHOOL SERVICES OF CA	01-5300		100.00
00014008	09/09/2014	CENTRAL SANITARY SUPPLY	01-4320		158.48
00014009	09/09/2014	MERRILL GRANT	01-5200		249.47
00014010	09/09/2014	HUMBOLDT COUNTY OFFICE OF ED ATTN: ACCOUNTS RECEIVABLE	01-5810		125.00
00014011	09/09/2014	HYATT REGENCY MISSION BAY SPA AND MARINA	01-5200		628.36
00014012	09/09/2014	INLAND SUPPLY	01-4320		266.45
00014013	09/09/2014	JAMES MARTA & COMPANY	01-5810		1,050.00
00014014	09/09/2014	LIBERTY UTILITIES CPEC	01-5500		74.57
00014015	09/09/2014	MCGRAW - HILL SCH ED LLC	01-4200		859.02
00014016	09/09/2014	BARBARA MCKURTIS	01-5100	2,220.99	
			01-5810	701.37	2,922.36
00014017	09/09/2014	MARLENE MONGOLO	01-5200		148.30
00014018	09/09/2014	OFFICE DEPOT	01-4300		153.98
00014019	09/09/2014	NCS PEARSON, INC.	01-4300		294.53
00014020	09/09/2014	SUSAN ROBERTS	01-5200		157.92
00014021	09/09/2014	STAPLES CONTRACT & COMMERCIAL	01-4300		548.23
00014022	09/09/2014	SUPER DUPER PUBLICATION	01-4300	200.49	
			Unpaid Sales Tax	13.99-	186.50
00014023	09/09/2014	TRI COUNTY SCHOOLS INSURANCE GROUP	01-9535	3,431.00	
			76-9576	13,578.10	17,009.10
00014024	09/09/2014	U.S. BANK	01-4300	311.94	
			01-5200	693.84	
			01-5899	115.00	1,120.78
00014025	09/09/2014	VOYAGER	01-4350	33.25	
			01-5899	236.05	269.30
00014026	09/09/2014	WORKABILITY REGION 4 SHAWNA PACHECO	01-5200		150.00
00014027	09/09/2014	WPS	01-4300		82.78
00014028	09/09/2014	ALLEN WRIGHT	01-5200		21.00
00014029	09/19/2014	CALIFORNIA DEPARTMENT OF EDUCATION 0604/83847	01-5200		60.00
00014030	09/19/2014	DISCOUNT SCHOOL SUPPLY	01-4300		98.95
00014031	09/19/2014	DON LAPIN DBA LADUE SYSTEMS	01-5810		170.50
00014032	09/19/2014	MIKE MOORE	01-5200		144.99
00014033	09/19/2014	NORTHEASTERN JOINT POWERS AUTHORITY	76-9571		5,615.50
00014034	09/19/2014	QUILL CORPORATION	01-4300		299.82
00014035	09/19/2014	SCHOOL OUTFITTERS	01-4300		40.99
00014036	09/19/2014	SELPA ADMINISTRATOR'S ASSOC.	Cancelled		600.00 *

Cancelled on 09/25/2014

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

ESCAPE ONLINE

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Checks Dated 09/01/2014 through 09/30/2014

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
00014037	09/19/2014	SIERRA COUNTY OFFICE OF EDUCATION	01-5808		163.14
00014038	09/19/2014	TIP INC.	01-4300		60.20
00014039	09/19/2014	ALLEN WRIGHT	01-5200		6.72
00014040	09/25/2014	SELPA ADMINISTRATORS ASSOC C/O SAN JOAQUIN COUNTY SELPA	01-5300		600.00
Total Number of Checks				36	34,760.50

	Count	Amount
Cancel	1	600.00
Net Issue		34,160.50

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	County School Service Fund	34	14,980.89
76	Payroll Clearing	2	19,193.60
Total Number of Checks		35	34,174.49
Less Unpaid Sales Tax Liability			13.99-
Net (Check Amount)			34,160.50

P. O. Box 955
109 Beckwith Road
Loyalton, California
96118

SIERRA COUNTY OFFICE OF EDUCATION
SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT

Phone: (530) 993-1660
FAX: (530) 993-0828
<http://www.sierracountyofficeofeducation.org/>

NOTICE OF PUBLIC HEARING

**The Sierra County Office of Education
and the
Sierra-Plumas Joint Unified School District Governing Board**

will hold public hearings at respective meetings on Tuesday, October 14, 2014, at 6:00 pm at Sierra County Office of Education, 109 Beckwith Rd., Room 4, Loyalton, CA 96118, for the purpose of

receiving public comment on textbooks or instructional materials, or both, in each subject that is consistent with the content and cycles of the curriculum framework adopted by the State board.

The Governing Board will also make a determination as to the availability of laboratory science equipment as applicable to science laboratory courses offered in grades 9 to 12 inclusive (Education Code 60119).

The Sierra-Plumas Joint Unified School District will determine through a resolution that they have adhered to all laws and regulations regarding the expenditure of instructional materials funding.

California Education Code § 60119.

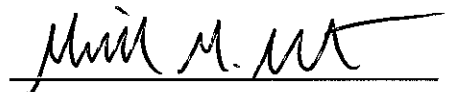
(1) (A) The governing board of a school district shall hold a public hearing or hearings at which the governing board shall encourage participation by parents, teachers, members of the community interested in the affairs of the school district, and bargaining unit leaders, and shall make a determination, through a resolution, as to whether each pupil in each school in the school district has sufficient textbooks or instructional materials, or both, that are aligned to the content standards adopted pursuant to Section 60605 or 60605.8 in each of the following subjects, as appropriate, that are consistent with the content and cycles of the curriculum framework adopted by the state board:

(i) Mathematics.

(ii) Science.

(iii) History-social science.

(iv) English language arts, including the English language development component of an adopted program.



Dr. Merrill M. Grant
Superintendent of Schools
October 1, 2014

Posted 10/2/2014 at:

Loyalton Elementary School
Loyalton High School
Downieville School
Sierra County Office of Education/
Sierra-Plumas Joint Unified School District Office
www.sierracountyofficeofeducation.org

SIERRA COUNTY OFFICE OF EDUCATION

RESOLUTION NO. 14-005

SUFFICIENCY OF TEXTBOOKS OR INSTRUCTIONAL MATERIALS

WHEREAS, the Sierra County Board of Education, in order to comply with the requirements of Education Code 60119, held a public hearing on October 14, 2014, at 6 o'clock, which is on or before the eighth week of school and which did not take place during or immediately following school hours, and;

WHEREAS, the Board provided at least 10 days notice of the public hearing by posting it in at least three public places within the district stating the time, place, and purpose of the hearing, and;

WHEREAS, the Board encouraged participation by parents/guardians, teachers, members, of the community, and bargaining unit leaders in the public hearing, and;

WHEREAS, information provided at the public hearing detailed the extent to which textbooks and instructional materials were provided to all students, including English learners, in the Sierra County Office of Education, and;

WHEREAS, "instructional materials" means all materials that are designed for use by pupils and their teachers as a learning resource and help pupils to acquire facts, skills, or opinions or to develop cognitive processes. Each student, including English learners, will have a textbook or instructional materials, or both, to use in class and to take home, which may include materials in a digital format but shall not include photocopied sheets from only a portion of a textbook or instructional materials copied to address a shortage, and;

WHEREAS, sufficient textbooks and instructional materials were provided to each student, including English learners, that are aligned to the academic content standards and consistent with the cycle and content of the curriculum frameworks in the following subjects;

Mathematics

- Saxon - Math K-4, Grades K, 1, 2, 3
- Macmillan/McGraw-Hill/Glencoe - California Mathematics, Grades 4-7
- Prentice Hall - Geometry, Grades 8-12
- Prentice Hall - Pre-Algebra, Grades 8-12
- Glencoe, Pre-Algebra, 2008, Grades 7-12
- Glencoe - Algebra I, Grades 8-12
- Glencoe - Algebra II, Grades 8-12
- Houghton Mifflin - Pre Calculus
- Houghton Mifflin - Calculus

Science

- Harcourt – California Edition, Grades 2-5
- Glencoe/McGraw Hill - Earth Science, ©2013, Grade 6,
- Glencoe/McGraw Hill - Life Science, ©2012, Grade 7,
- Glencoe/McGraw Hill - Physical Science, ©2012, Grade 8
- Pearson - Physics, ©2014
- Glencoe/McGraw Hill – Biology, ©2013,
- Glencoe/McGraw Hill – Chemistry, ©2013
- Cengage Learning – Chemistry, 8th ed., ©2012

**History/
Social Science**

Houghton-Mifflin – Neighborhoods, Communities, US History, Grades K-5th
Holt Rinehart Winston – Ancient Civilizations, Grades 6, 7, 8
Holt - Medieval to Early Modern Times, Grade 7
Glencoe – Geography
Holt - United States History, Independence to 1914, Grade 8
McDougall-Littell – Modern World History, Grade 10
McDougall-Littell - The Americans, Grade 11
Prentice Hall – Am. Government, Economics

**English/
Language Arts
(Including
English Learners**

SRA/McGraw Hill - Open Court Reading, Grades K-6
Holt, Rinehart & Winston – Language Arts & Literature, Grades 9-12
Norton - The Norton Reader
Pearson Longman - Everyday Use: Rhetoric at Work in Reading and Writing
Prentice Hall – Literature
Bedford - America Now, Short Readings From Recent Periodicals, Atwan, 2013
Bedford - 50 Essays, A Portable Anthology, Cohen, 2011

WHEREAS, sufficient textbooks or instructional materials were provided to each student enrolled in foreign language or health classes, and;

WHEREAS, laboratory science equipment was available for science laboratory classes offered in grades 9-12, inclusive.

THEREFORE, IT IS RESOLVED THAT for the 2014-2015 school year, the Sierra County Board of Education, has provided each student with sufficient textbooks and instructional materials aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks.

PASSED AND ADOPTED at a regular meeting of the Sierra County Board of Education held on October 14, 2014, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
VACANT:

Patty Hall, Clerk

AGREEMENT BETWEEN THE

SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT

SIERRA COUNTY OFFICE OF EDUCATION
(SUPERINTENDENT OF SCHOOLS)

AND THE

SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT

and SIERRA COUNTY OFFICE OF EDUCATION

CLASSIFIED EMPLOYEES

EFFECTIVE DATES: July 1, 2014-June 30, 2019

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ARTICLE 1 **INTRODUCTION**

1.1 This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code (“Act”), of the State of California.

1.2 Parties to the Agreement

The Articles and provisions contained herein constitute a bilateral and binding agreement (“Agreement”) by and between the Sierra-Plumas Joint Unified School District (“District”), the Sierra County Office of Education (“County”), and the Sierra-Plumas Joint Unified School District and Sierra County Office of Education Classified Employees.

The term “Employer” shall refer to the Sierra-Plumas Joint Unified School District or Sierra County Office of Education, whichever is applicable.

1.3 It is understood and agreed by the Employer and the Classified Employees that the articles contained within this Agreement shall not be deemed to supersede other provisions of the Education Code, Board Policies, or other rules and regulations as long as the above do not conflict with the negotiated Agreement.

ARTICLE 2 **RECOGNITION**

2.1 The Superintendent of the Sierra County Office of Education and the Sierra-Plumas Joint Unified School District Governing Board confirm its recognition of the Sierra-Plumas Joint Unified and Sierra County Office of Education Classified Employees as the exclusive bargaining agent for the purpose of meeting and negotiating proposals which are authorized under provisions of the law.

2.2 The following positions are included in the unit:

- Noon Supervisor
- Cafeteria Worker
- Cashier
- Instructional Aide
- Cook I
- Library Aide
- Custodian
- Maintenance/Custodian
- Plant Maintenance Worker
- Classroom Specialist
- Bus Driver

Part-time playground positions shall not be a part of the classified service, where the employee is not otherwise employed in a classified position. Part-time playground positions shall be considered a part of the classified service when the employee in the position also works in the same school district in a classified position. (Education Code 45103)

- School Secretary *
- Account Technician III*
- Administrative Assistant*
- Accounting Technician*
- County Support Secretary*
- Receptionist/Production Secretary*
- Payroll Clerk*

*New Hires into these positions after June 30, 2012, are considered Classified Employees placed in Classified service status.

2.3 The following positions are specifically excluded from the bargaining agreement:

- Temporary or Short-term Employees
- Substitute Employees
- Confidential Employees
- Student Employees

2.4 The Classified Employees, in turn, recognizes the Employer as the duly elected representative of the people and agrees to negotiate exclusively with the Employer through the provisions of The Rodda Act.

2.5 The Classified Employees agree that it, its members, and agents shall not attempt to negotiate privately or individually with any Board member, Administrator or supervisor. In turn, the Employer and its individual representatives shall not attempt to negotiate privately or individually with any Classified Employees member or any individual in the unit.

2.6 New Classifications created or additional positions created within an existing class of positions shall be subject to negotiations between the Employer and the Classified Employees to determine if they are to be included in the bargaining unit.

ARTICLE 3 **TERM OF AGREEMENT**

3.1 Provisions for this Agreement shall be effective July 1, 2014, except where otherwise noted, and shall remain in effect until June 30, 2019, with the following exceptions:

The Classified Employees shall present its written proposals for negotiations no later than the March meeting of the District Board and County Superintendent. The Board/County Superintendent will respond with an initial proposal response by the following regularly scheduled monthly Board meeting.

3.3 For 2014-2015, the Employer and the Classified Employees agree to reopen items chosen by each party.

ARTICLE 4 **SAVINGS PROVISION**

- 4.1 If any provisions or applications of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions or applications will not be deemed valid and subsisting except to the extent permitted by law; but, all other provisions will continue in full force and effect.
- 4.2 In the event of suspension or invalidation of any article or section of this Agreement, the parties agree to meet and negotiate within thirty (30) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such article or section.

ARTICLE 5 **DEFINITIONS**

- 5.1 “Anniversary Date” refers to the date upon which an employee is hired and earned a salary. This is the first day of the pay period next following completion of the required period of service.
- 5.2 “Days” shall mean days on which the main administrative office of the District /County Office are open for business unless otherwise specified within this Agreement.
- 5.3 “Length of Service” for the purpose of this Agreement, length of service is to mean the hours of service for the current continuous employment period.
- 5.4 “Short term employee” is a person hired for a specific temporary project of limited duration which, when completed, shall no longer be required.
- 5.5 “Probationary employee” is a regular employee who will become permanent upon completion of a prescribed probationary period.
- 5.6 “Regular or permanent employee” is an employee who successfully completes an initial probationary period, which shall not exceed twelve (12) months of service beyond the initial date of employment by the Employer and who is not classified as a restricted, substitute, short term or student employee.
- 5.7 “Class” is any group of positions sufficiently similar in duties, responsibilities, and authority that the same job title, minimum qualifications, and salary range are appropriate for all positions in the class.
- 5.8 “Classification” is a position in a class; a particular employment position. Each position in a classified service shall have a designated title, a regular number of assigned hours per day, days per week, and months per year, and a regular hourly or monthly salary range.
- 5.9 “Seniority” for the purpose of this agreement seniority is determined by the length of service beginning with the current continuous employment period.
- 5.10 “Classified Employees” All persons in Classified positions identified in Article 2.2 as being included in the unit are Classified Employees.
- 5.11 “District/County” Sierra-Plumas Joint Unified School District and Sierra County Office of Education.

ARTICLE 6 **WAIVER CLAUSE**

- 6.1 This Agreement sets forth, in writing, the full and entire understanding of the parties regarding the matters set forth herein.
- 6.2 It is agreed and understood that the parties hereto waive their rights to negotiate any matter covered herein during the term of this contract.
- 6.3 Nothing in this paragraph shall preclude the parties from mutually agreeing, in writing, to negotiate on any issue(s) contained herein during the term of this Agreement.
- 6.4 No agreement alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall, in any manner, be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by the Sierra-Plumas Joint Unified School District Governing Board and the Sierra County Superintendent of Schools and Sierra County Board of Education and the District/County Classified Employees.
- 6.5 The waiver, by mutual agreement and in writing, of any terms or conditions of this contract shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 7 **ASSOCIATION RIGHTS**

- 7.1 The Classified Employees can use the Employer's buildings and facilities upon notification of the Superintendent to conduct Classified Employees' business provided it does not interfere with the operations of the Sierra-Plumas Joint Unified School District or Sierra County Office of Education.
- 7.2 Members of the Classified Employees shall be permitted to transact Classified Employees business on office property before the beginning of the established workday, during any duty-free lunch periods, and any time immediately following the established work day. In any event, no Classified Employees, except the Classified Employees representative, shall be permitted to use assigned work time to conduct Classified Employees business on or off the premises.
- 7.3 The Classified Employees shall have the right to post notice of activities and matters of the Classified Employees concern on the existing bulletin boards in the District/County office and site facilities. Such posting may be accomplished during generally recognized paid break periods. The Classified Employees may use the District/County office inter-office mail delivery service and employee mailboxes for communication to employees not to exceed twice per week and shall be during non-work time of the employee. It shall be the responsibility of the Classified Employees to remove outdated information.
- 7.4 The Employer will provide the Classified Employees representative one (1) copy and the negotiations chairperson with one (1) copy of the public materials in the Board packet prior to any regular and/or special meeting held by said Board which directly affects Classified employees.
- 7.5 The Classified Employees, upon request, may have access to the records pertaining to the employee seniority roster indicating the employees' employment date, classification and job site.
- 7.6 Each Classified Employees shall have available a copy of the Agreement. This copy shall be available via the Internet at www.sierracountyofficeofeducation.org. A printed copy of the Agreement shall be available for review in the District/County administration office.
- 7.7 The Employer agrees to provide paid release time for up to two (2) hours per month for the Classified Employees representative or documented designee to conduct Classified Employees business.

ARTICLE 8 **NEGOTIATIONS PROCEDURE**

- 8.1 For the first session of each bargaining period, the Employer and the Classified Employees shall appoint not more than two (2) persons to act as their respective negotiating teams.
- 8.2 Negotiations will be conducted at times and places mutually agreeable to the respective negotiating teams.
- 8.3 It is understood and agreed that all tentative agreements negotiated by the negotiating teams are subject to formal ratification by the Classified Employees membership prior to presentation to the Employer, and that subsequent formal adoption by the Employer shall constitute the conclusion of negotiations activities for the year.
- 8.4 The parties shall endeavor to reach an agreement on the ground rules prior to each set of negotiations which are to be conducted. The parties agree to abide by whatever rules apply for that set of negotiations.

ARTICLE 9 **GRIEVANCE PROCEDURES**

9.1 Definitions

- 9.1.1 A “grievance” is an alleged violation, misapplication or misinterpretation of any specific provisions of this Agreement which adversely affects the grievant.
- 9.1.2 The “grievant” is an employee in the unit who has properly submitted an alleged grievance.
- 9.1.3 “Days” as used in this procedure shall mean any day in which the District/County Office is regularly open for business.
- 9.1.4 “Immediate Supervisor” refers to that person as defined in Article 5.8, who, has immediate responsibility for directing the work force within his/her geographic area of influence.

9.2 Purpose

- 9.2.1 The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems of employees which may from time to time arise affecting the welfare or working conditions as defined under the terms and provisions of this Agreement. Both parties agree that these proceedings will be kept informal and confidential as may be appropriate at any level of the procedure.
- 9.2.2 Since it is important that grievances be processed as rapidly as possible, every effort should be made to expedite these procedures. The time limits, however, may be extended or decreased by mutual agreement of both parties.

9.3 Procedure

If, in the judgment of the Classified Employees and the Employer, a grievance affects a group of Classified Employees, the Classified Employees may submit such grievance in writing to the Superintendent or designee directly and the processing of such grievance shall be commenced at Level II of the formal grievance procedure.

9.3.1 Informal Level:

- 9.3.1.1 Before filing a formal written grievance, the grievant shall attempt to resolve it by an informal conference with his/her immediate supervisor.
- 9.3.1.2 In cases in which the proposed remedy would entail a financial outlay by the District/County Office, the grievant shall notify his/her immediate supervisor within ten (10) days after the grievant knew or should have known of the act of omission giving rise to the problem.
- 9.3.1.3 A second informal discussion may be held between the grievant and a representative of his/her choice and the grievant’s immediate supervisor. Whether or not to have this meeting shall be at the discretion of the grievant.

9.3.2 Formal Levels:

9.3.2.1 Level I:

- 9.3.2.1.1 Within thirty (30) calendar days after the occurrence of the act or omission giving rise to the grievance, the grievant must present the grievance on the Classified Employees’ grievance form to his/her immediate supervisor.
- 9.3.2.1.2 This statement shall be a clear concise statement of the circumstances giving rise to the grievance, citation of the specific article, section and paragraph of this Agreement that is alleged to have been violated, the decision rendered at the informal conference, and the specific remedy sought.
- 9.3.2.1.3 Within ten (10) days after receipt of the written grievance by the appropriate administrator/supervisor, he/she shall meet with the aggrieved party and if desired,

a representative from the Classified Employees, in an effort to resolve the grievance. The appropriate administrator/supervisor or designee shall communicate the decision to the grievant in writing within ten (10) days after receiving the grievance.

9.3.2.2 Level II:

9.3.2.2.1 In the event the grievant is not satisfied with the decision at Level I, he/she may appeal the decision on the Classified Employees' Grievance Form to the District Superintendent or County Superintendent of Schools or designee with ten (10) days.

9.3.2.2.2 This statement should include a copy of the original grievance, the decision rendered, and a clear, concise statement of the reason for the appeal.

9.3.2.2.3 The District Superintendent or County Superintendent of Schools or designee shall conduct an investigation into the allegations and shall communicate the decision within ten (10) days after receiving the appeal.

9.3.2.2.4 The County Superintendent of Schools shall make the final decision for County Classified Employees at Level II.

9.3.2.3 Level III:

9.3.2.3.1 If a District Classified Employee (grievant) is not satisfied with the decision at Level II, he/she, within ten (10) days after receiving the decision from the District Superintendent may appeal the decision on the grievance form to the District Governing Board.

9.3.2.3.2 This statement shall include a copy of the original grievance and appeal, the decision rendered and a clear concise statement of the reasons for the second appeal.

9.3.2.3.3 The Sierra-Plumas Joint Unified School District Governing Board shall communicate its decision to the grievant within five (5) days after a regular or special Board meeting. The decision of the Board shall be final and no further procedure is available to the grievant within the provisions of this Agreement.

9.4 Miscellaneous

9.4.1 Neither the Employer or Classified Employees, nor any member of the administration or bargaining unit shall take reprisals affecting the employment status or working conditions of any employee, member of management, Classified Employees representative, or any other participant in the grievance procedure by reason of such participation.

9.4.2. The actual grievances and all documents relating thereto shall be filed separately from the Classified Employee's personnel file.

9.4.3 At any level of this procedure, Classified Employees may consult with a representative of his/her choice in order to gain assistance in preparation, investigation, or resolution of the grievance. Such assistance may extend to help in the presentation of the grievance at any formal level of this procedure or at the second informal level provided above.

ARTICLE 10 **EVALUATION PROCEDURE**

10.1. Any Classified Employee may be evaluated by the immediate supervisor at any time when deemed to be in the best interest of the program. Each immediate supervisor under whom the Classified Employees has served for sixty (60) working days or more during any rating period shall provide a performance evaluation even though the Classified Employee may have left his/her control.

A regular personnel evaluation program will be affected according to the following schedule:

Probationary status Employees: Year one (1) at the end of the 2nd (second) and 5th (fifth) month of service;

Permanent status Employees:

A. Once each year usually between February and May;

10.2 A Classified Employee shall be evaluated by an immediate supervisor prior to any position transfer.

10.2.1 Employee shall be evaluated at the end of the 2nd (second) and 5th (fifth) month of service in any new position whether by a volunteer or involunteer transfer.

10.3. Procedure

10.3.1 Performance evaluation reports shall be made on the Performance Evaluation for Classified Employees form and shall be prepared by the Classified Employee's immediate supervisor. The form may be reviewed by the next higher supervisor.

10.3.2 The immediate supervisor shall present the performance evaluation form to the Classified Employee and shall discuss it with him/her. The evaluation form shall be signed by the employee to indicate receipt, and he/she shall be given a signed copy. The Employee may attach comments to the evaluation form if he/she does so within ten (10) business days following the evaluation interview.

10.3.3. Performance evaluation reports shall be filed in the Classified Employee's personnel records. All performance evaluations shall be confidential.

10.4 Special Evaluations: At any time a supervisor may issue to a Classified Employee a Notice of Commendation or Notice of Unsatisfactory Service. Such notices shall be made on prescribed forms and shall set forth specific reasons for recognition of outstanding or unsatisfactory service by the Classified Employee. It shall be delivered to the Classified Employee personally by his/her immediate supervisor whenever practical. A copy of such notice shall be placed in the Classified Employee's personnel record and shall be available to review in connection with promotional examinations.

ARTICLE 11 **TRANSFER AND LAYOFF/REEMPLOYMENT PROCEDURE**

- 11.1 Length of service =hours in paid status. Seniority is determined by length of service beginning with the current continuous employment period.
- 11.2 Transfers, whether voluntary (Classified Employee initiated) or involuntary (Employer initiated), are the change in a Classified Employee's work assignment with the same classification.
- 11.3 Transfers shall not change the Classified Employee's service time, anniversary date, accumulated illness leave, or accumulated vacation credit, or in any other manner reflect adversely upon his/her rights as provided in this Agreement.
- 11.4 Reasons for any transfer which is not voluntary shall be discussed with the Classified Employee by his/her immediate supervisor at least fifteen (15) work days before the first work day.
- 11.5 Classified Employees who wish to be considered for a particular position shall submit a written request to the personnel department.
- 11.6 All open positions and employment opportunities will be posted on the District/County website.
- 11.7 Order of layoff and reemployment: Whenever a Classified Employee is laid off, the order of layoff within the class shall be determined by the length of service. The Classified Employee, who has been employed the shortest time in the class, plus classification(s) with a higher salary range shall, shall be laid off first. Reemployment shall be in the reverse order of layoff. If a tie should occur a lottery will be held.

ARTICLE 12 BENEFITS

- 12.1 The Employer shall provide all eligible Classified Employees as specified in this article and their eligible dependents with medical coverage, family dental, family vision and life insurance coverage.
- 12.2 For the 2014-2015 fiscal year, the Employer contribution for family medical, dental, vision coverage and life insurance, shall be capped at \$13,840.50 annually per eligible Employee.
- 12.2.1 Classified Employees assigned to paid status greater than (twenty-seven and one-half) 27.5 hours per week shall be entitled to Employer paid contributions capped as stated in Article 12.2 above.
- 12.2.2 Classified Employees regularly assigned to paid status part-time at least (twenty) 20 hours per week or greater, may participate in the Employer-sponsored group benefit programs, as allowed by the vendor contracts for family medical, dental, vision, and life insurance benefits by paying the full (100%) premium cost.
- 12.2.3 Section 125, also referred to "Cafeteria Plan", of the Internal Revenue Code provides participants an opportunity to receive certain benefits on a pretax basis. The cafeteria plans are made pursuant to salary reduction agreements between the Employer and the Employee. Classified Employees are eligible to participate in Section 125 cafeteria plans.
- 12.2.4 Classified Employees are eligible to participate in the annual open enrollment as authorized by current benefit vendor(s). The annual open enrollment is to allow employees who are enrolled in a medical benefits plan the opportunity to enroll in any plan offered by the Employer.
- 12.2.5 The Employer health insurance dollar contribution shall be prorated on an annual basis. An Employee who is employed less than a full fiscal year shall be entitled only to the proportionate annual Employer dollar contributions toward health and welfare benefits.
- 12.3 Per 12.2.2, part-time Classified Employees may participate in the Employer-sponsored group benefit programs,
- 12.3.1 Upon becoming eligible for coverage, an employee has thirty-one (31) days to file an enrollment application for coverage with the District or County office. Benefits begin the following month.
- 12.3.2 All premiums are payable to the District or County office and due in full no later than the (fifth) 5th day of the month and will be considered delinquent after the (fifth) 5th day. Should the health insurance premium payments become delinquent for two (2) consecutive months, benefits will be cancelled and reinstatement will not be allowed.
- 12.3.2.1 Payroll deduction Option: Up to (seventy-five) 75% of the Classified Employee's estimated regular ten (10) month net pay may be deducted for the group-sponsored health insurance premium. For example, if the (ten) 10 month (September through June) regular net pay is \$940, the District/County would deduct \$705 for the health insurance premium. However, months July and August, the full health premium would be due and payable to the District/County office no later than the 5th of the month.
- 12.3.3 In the event that the Employee's hours and assignment are reduced to less than twenty (20) hours per week, the Employee is no longer eligible to participate in the Employer-sponsored group benefit plan. Benefits will be terminated the last day of the month that the Employee is no longer entitled under the requirements of eligibility.

- 12.4 Economic Fringe Benefits While On Paid Leave:
Classified Employees on paid leave are considered to be in continuous employment and no interruption to the fringe benefit program shall be imposed upon Classified Employees on paid leave.
- 12.5 Economic Fringe Benefits While on Unpaid Leave:
Classified Employees granted an unpaid leave of absence shall have their Employer-paid fringe benefit programs discontinued at the end of the month in which the leave begins.
- 12.5.1 Classified Employees may continue fringe benefit coverage while on an unpaid leave by paying the full premium in advance each month including the Employer's contribution for the duration of the leave.
- 12.6 Economic Fringe Benefits – Termination
Classified Employees who terminate shall have their fringe benefit programs discontinued at the end of the month in which their termination occurs except as may be required by applicable State or Federal law.
- 12.7 Retirees
Retirees from the Employer, and their qualified dependents, may continue to participate in any of the Employer health benefits plans at his/her own expense providing such participation is acceptable to the health insurance provider. Retirees shall pay all the premiums, dues, and other charges, including any increase in premiums.
- 12.7.1 The retiree shall be eligible to participate in the Employer's group health plan beyond age 65 in accordance with the authorization and guidelines of the health insurance provider.
- 12.7.1.2 The retiree must be enrolled in Medicare Part A and Medicare Part B programs to be eligible for the "retiree" rate premium schedule. Without the Medicare Part A and Part B participation, the retiree may participate at the applicable rate schedule.

ARTICLE 13 LEAVES OF ABSENCE

All reference to (working) day(s) as used in this Article shall be considered a standard either (8) hour day or portion thereof. Classified Employees employed less than forty hours per week, or less than twelve months a year, shall be granted a proportionate amount of the full-time employee.

13.1 Status While on Leave of Absence

13.1.1 Paid Leave: Classified Employees granted a paid leave of absence shall be considered to be in continuous employment and shall be entitled to all earned sick leave, vacation, service time, transfer and promotion considerations, and other benefits as provided in Article 12, Benefits. The Classified Employees shall also be entitled to all base salary adjustments. However, Classified Employees will be entitled to a step increase provided that the Classified Employees has worked at least 75% of all scheduled workdays.

13.1.2 Unpaid Leave: Classified Employees granted an unpaid leave of absence shall be considered to be in continuous employment, however, shall not be entitled to earn additional sick leave or vacation time while on such leave. They will be entitled to their step increase provided that they have worked at least 75% of all scheduled workdays.

13.2 Sick Leave

13.2.1 Every regular Classified Employee shall be entitled to one (1) day of paid sick leave for illness or injury for each full month of employment. This one (1) day shall be prorated accordingly for regular Classified Employees working partial months. (Education Code 45191 Classified Employee)

13.2.1.1 On July 1 of each year, every Classified Employee shall receive in advance their entitlement of sick leave.

13.2.1.2 New Employees assigned to a position after July 1 shall receive sick leave for the remainder of the fiscal year ending June 30 depending on the total calendar months or portion thereof remaining.

13.2.1.3 Effective July 1, 2013, a new Employee of the District/County shall not be eligible to take more than six (6) days, or the proportionate amount to which he may be entitled, until the first day of the calendar month after completion of six months of active service with the District/County. (Education Code 45191 Classified Employee)

13.2.2 Unused sick leave shall be accumulative from year to year.

13.2.3 The Employer may require a physician's or practitioner's verification of illness if a Classified Employee has been on sick leave for three (3) or more consecutive days or a total of fifteen days in any school year. The physician/practitioner's statement shall include:

- The reason for absence
- Dates of treatment
- Type of treatment
- Whether or not the Employee can perform all assigned duties

13.2.4 A Classified Employee who is absent through illness or injury must notify his/her immediate supervisor as early as possible. Upon return, the Classified Employee must complete the appropriate Leave of Absence form indicating the date(s) of the sick leave taken.

13.2.5 Sick leave shall not be misused by an Employee or used to enable him/her to earn wages from another employer. Misuse of sick leave shall be subject to disciplinary action up to and including dismissal.

13.2.6 Earned unused sick leave may be counted, in a proportionate amount, to service credit for computing retirement in accordance to current laws.

13.2.7 Differential Sick Leave

When sick leave and all other paid leaves have been exhausted and a Classified Employee is absent because of illness or accident, the Classified Employee shall be paid the difference between his/her salary and the salary of the substitute for the period not to exceed five (5) months.

The fifth (5) month period shall commence on the first day of the absence and run concurrently with all other leaves. If a Classified Employees is unable to return to work following the allowable five (5) months, the Classified Employees may request an unpaid leave of absence not to exceed six (6) months. If an unpaid leave of absence is not available, or if at the end of the unpaid leave the Classified Employee remains unable to assume the duties of his/her position, the Classified Employee will be placed on a 39 month reemployment list. (Education Code 45195 Classified Employee)

13.2.8 Transfer of Sick Leave from Another District

A Classified employee of any school district who has been an employee of that district for a period of one (1) calendar year and who subsequently accepts employment with the District/County within one (1) year of his /her former employment, shall be credited with all of the earned but unused sick leave which was credited to him/her in his/her former school district. (Education Code 45202 Classified Employee)

If termination was for cause, the transfer may be made if agreed to by the District/County Superintendent or designee.

13.2.9 At the option of the Classified Employee, the Classified Employee may elect to request maternity leave of absence without the use of sick leave provisions in order to preserve accumulated leave days earned and needed during the period of temporary disability.

13.2.10 A male Classified Employee may utilize up to three (3) days of his sick leave to care for his wife during child birth.

13.3 Personal Necessity Leave:

13.3.1 Classified Employees may elect to use up to seven (7) days of accumulated sick leave for personal necessity during any school year.

13.3.2 Personal Necessity Leave includes:

- Death of a member of his/her immediate family when additional leave is required beyond that provided for bereavement leave provisions;
- An accident involving his/her person or property, or the person or property of a member of his/her immediate family;
- Appearance in any court or before any administrative tribunal as a litigant, party or witness under subpoena or other order;
- Other reasons that the Governing Board may prescribe (refer to Board Policy AR4261.2)

13.3.3 Request for Personal Necessity Leave shall be made at least three (3) days in advance to the Employee's immediate supervisor. Advance permission shall not be required of any Classified Employee in cases involving the death of a member of the Employee's immediate family or an accident involving the Employee's person or property or the person or property of a member of his/her immediate family.

- 13.3.4 The request for such leave shall be submitted on a leave of absence form to the Employee's immediate supervisor.
- 13.3.5 In no case shall Personal Necessity Leave be used for an extension of a school holiday or personal vacation when not provided under the terms of the employment, or leave that would cause disruption of the normal operating functions of the school.
- 13.4 Bereavement Leave:
- 13.4.1 Employees are entitled to a leave of up to three (3) days, or five (5) days if out-of-state or more than 300 miles one way travel is required, upon the death of any member of the employee's immediate family. No deduction shall be made from the employee's salary, nor shall such leave be deducted from any other leave to which the employee is entitled.
- 13.4.2 Immediate family includes: the mother, father, grandmother, grandfather, or a grandchild of the Employee or of 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.
- 13.4.3 Any additional days beyond those provided in sections 13.4.1 and 13.4.2 must be handled under the provisions of Personal Necessity Leave.
- 13.5 Civic Duty Leave:
- 13.5.1 Classified Employees who are involuntarily summoned for civic duty, subpoenaed to be present in court as juror or as a witness, shall be granted civic duty leave, with pay, for such time as is required by the summons or subpoena.
- 13.5.2 Classified Employees are expected to return to work during any day or portion thereof in which civic duty services are not required.
- 13.5.3 Civic duty leave will not be granted to Classified Employees required to appear in court as defendants for personal traffic or other violations of the law or as a defendant in connection with other employment.
- 13.5.4 Payment received for approved civic duty leave, with the exception of any transportation reimbursement, shall be turned over the District/County business office.
- 13.5.5 Classified Employees will be granted a leave of absence if called for grand jury service. Leave of absence for grand jury service shall be with pay up to the amount of the difference between the Employee's regular earnings and any amount he/she receives as juror fees.
- 13.6 Military Leave:
- 13.6.1 Classified Employees shall be granted any military leave to which they are entitled, under law as Classified school employees. Classified Employees shall be required to request military leave in writing and, upon request, to supply the District/County business Office with "orders" and status reports.
- 13.7 Industrial Accident and Illness Leave:
- 13.7.1 Classified Employees who sustain an injury or illness arising directly out of and in the course and scope of their employment shall be eligible for not less than sixty (60) working days paid leave in any one (1) fiscal year. The fiscal year is defined as July 1 through June 30 of each year.
- Allowable leave shall not accumulate from year-to-year;
 - Industrial Accident or Illness Leave will commence on the first day of absence;

- Payment for wages lost on any day shall not, when added to an award granted the employee under the workers' compensation laws in this State, exceed the normal wage for the day;
- Industrial Accident leave will be reduced by one (1) day for each day of authorized absence regardless of the compensation award made under workers' compensation;
- When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the Employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred for the same illness or injury.

13.7.2 Industrial Accident or Illness Leave is to be used in lieu of normal sick leave benefits. When entitlement to Industrial Accident or Illness leave under this section has been exhausted, entitlement to other sick leave, including the differential sick leave allowance, vacation and other paid leave shall be used.

13.7.3 During any paid leave of absence, the Classified Employee shall endorse to the Employer the temporary disability indemnity checks received on account of such industrial accident or illness. The Employer, in turn, shall issue the Classified Employees appropriate salary warrants for payment of the Classified Employees' normal wage.

13.7.4 When all available leaves of absence (paid or unpaid) have been exhausted, and if the Classified Employee is not medically able to resume his/her duties, the Employee shall, if not placed in another position, be placed on a reemployment list for a period of 39 months. If the Employee is able to resume his/her duties during the 39 month period, the Employee shall be employed in a vacant position in the class of his/her previous assignment. The employment shall be over all other candidates except for a reemployment list established because of lack of work or lack of funds.

13.8 Emergency Conditions

13.8.1 Emergency conditions are those conditions totally outside of a Classified Employees' control such as extreme snowfall, flood or other weather-related phenomena, workplace power outage, fire or other natural catastrophe or circumstances that require urgent attention of the Employee and which prevent an employee from reporting to or remaining at his/her assigned workplace.

13.8.2 Should a Classified Employees show up for and be ready for work at his/her regular assignment but is then sent home by a supervisor, he/she shall be credited for a minimum of two (2) hours pay or the time actually worked, whichever is greater.

13.8.3 Any Classified Employee who is not able to attend or remain at work for reasons of emergency as defined above, shall use vacation, personal necessity, District/County leave or leave without pay.

13.8.4 If the Classified Employee must take a leave without pay because no paid leaves are available, he/she may request his/her supervisor to consider a means of allowing them to make up the time and the lost wage.

13.9 Family Care and Medical Leave

13.9.1 Entitlement to Leave:
Classified Employees may be eligible for unpaid leave under the Family Medical Leave Act (FMLA) and/or the California Family Rights Act (CFRA), subject to certain qualifying circumstances under the law. Refer to Administrative Regulation AR4261.8 and Appendix F of this Agreement. It is intended that current leave entitlements shall run concurrent with FMLA and CFRA leave. This item is enforceable as set out in law.

13.9.2 Since the Federal and State laws have different regulations, definitions and benefits which may change in the future, the Classified employee should contact the personnel department for further information.

13.9.3 Advance Notice of Leave:
If the Classified Employee's need for a leave pursuant to this Article is foreseeable, the Classified Employee shall provide the Superintendent with thirty (30) days advance notice of the need for the leave.

13.9.4 Healthcare Provider/Certification of Leave:
Verification by a physician shall be required by the District/County to validate a serious health condition.

- A. Child, Spouse or Parent Care: A Classified Employee's request for leave to care for a child, a spouse, or a parent who has a serious health condition shall be supported by a certification issued by the physician of the individual requiring care. The Certification shall provide the following:
- a. The date on which the serious health condition commenced;
 - b. Probable duration of the condition;
 - c. Estimate of the amount of time that the health care provider believes the Employee needs to care for the individual requiring the care; and
 - d. A statement that the serious health condition warrants the participation of the family member to provide the care during the period of treatment or supervision of the individual requiring care.

Upon expiration of the time estimated by the healthcare provider for the Classified Employee to care for the individual requiring care, the Classified Employee shall obtain recertification in accordance with the procedures specified above, if additional leave is required.

- B. Employee Illness: A Classified Employee's request for a leave because of the Classified Employee's own serious health condition shall be supported by a certification issued by his/her healthcare provider.

13.9.5 Amendment of Statutory Law:
This Article shall be deemed to be automatically modified to conform to any amendment or modification of Government Code §12945.2, the FMLA, or any other applicable law. If any such amendment gives the Superintendent discretion to require any act by the Employee, the act shall be deemed to be required.

13.10 Religious Leave: (Board policy AR4261.2 Nov 2013)

The Superintendent or designee may grant an employee up to three (3) days of leave per year for religious purposes, provided that the leave is requested in advance and that it does not cause additional district expenditures, the neglect of assigned duties, or any other unreasonable hardship on the district.

The day(s) of absence shall be deducted from an employee's vacation leave, District/County leave day(s), or eligible employees may be granted unpaid leave for religious observances at the discretion of the Superintendent or designee.

ARTICLE 14 **WORKWEEK**

- 14.1 The normal workweek for full-time Classified Employees shall be (8) hours per day, Monday through Friday.
- 14.2 Classified Employees whose work schedules are dependent upon student contact may have their work days or work year altered to accommodate the various student attendance schedules of District/County schools.
- 14.3 The Employer shall provide for those Classified Employees who work a six (6) hour or longer work day, a duty-free, non-paid status, meal period of not less than thirty (30) consecutive minutes. The meal period may be assigned by the Classified Employees' supervisor.
- 14.4 Classified Employees working seven (7) or more hours per day are allowed a morning and afternoon rest break, not to exceed fifteen (15) minutes for each break. Classified Employees working four (4) or more hours per day but fewer than seven (7) hours are provided one (1) fifteen (15) minute break. Supervisors may schedule the appropriate time for breaks normally midpoint in the morning or afternoon. Breaks may not be used to come to work late, leave early, or extend lunch breaks.

ARTICLE 15 OVERTIME

- 15.1 The Employer agrees to compensate Classified Employees at the rate of one and one-half (1-1/2) times the Classified Employee's regular rate of pay for each hour of work in excess of the eight (8) hour day and forty (40) hour workweek. A supervisor may grant compensatory time off to a Classified Employee at the same ratio and in lieu of overtime cash payment. The supervisor shall, upon request, inform a Classified Employee of the intended method of payment (cash or compensatory time off) at the time of directing the overtime work. Classified Employees classified as "Exempt" management are not subject or eligible for overtime compensation.
- 15.2 Definitions:
- 15.2.1 "Hours Worked" include all time during which the Classified Employee is permitted to work for the Employer whether or not authorized or ordered by the immediate supervisor. Except for emergencies, Classified Employees who work unauthorized overtime may be subject to disciplinary action.
- 15.2.2 The term "compensatory time" and "compensatory time off" means hours during which a Classified Employee is not working, which are not counted as hours worked during the applicable workweek or other work period for purposes of overtime compensation, and for which the Classified Employee is compensated at the Classified Employee's regular rate.
- 15.3 Classified Employees may not accrue more than twenty (20) hours of compensatory time off per week. Overtime worked after the maximum accrual is reached shall be compensated by cash payment.
- 15.4 Compensatory time off may be earned in lieu of cash compensation for authorized overtime. This compensating time off shall be granted within twelve (12) calendar months following the month in which the overtime was worked. (Education Code 45129 Classified Service)
- 15.5 Except in an emergency which prevents preapproval, all overtime must be authorized in advance by the Classified Employee's supervisor. Emergency situations must be brought to the attention of the supervisor as soon as practical.
- 15.6 The Employer will settle the overtime account, if compensated by cash, with Classified Employees at the end of the pay period in which it is earned. Classified Employees who have terminated employment shall be paid for the unused compensatory time at the final regular rate of pay.
- 15.7 A Classified Employee that is assigned to supervise students on overnight trips or field trips shall not be paid for more than eight (8) hours in any twenty-four (24) hour period at his/her regular rate of pay.
- 15.8 Staff development days shall be as a paid work- day only when the Employee is directed to attend by the superintendent and/or the Employee's supervisor.
- 15.9 Those employees required to work on a holiday will be paid their normal pay plus time and a half.

ARTICLE 16 **HOLIDAYS**

16.1 The Employer agrees to provide all eligible Classified Employees with the following paid holidays and leave days:

HOLIDAY	# OF DAYS ALLOWED
Independence Day	1
Labor Day	1
Veteran's Day	1
Thanksgiving	2
Christmas Eve	1
Christmas Day	1
New Year's Eve	1
New Year's Day	1
Martin Luther King Jr. Day	1
Lincoln's Day	1
Washington's Day	1
Memorial Day	1
District/County Leave Day	2

16.2 The Governing Board shall set the date of each holiday annually and the District/County office shall make available a calendar on which the dates shall be listed.

16.3 All eligible Classified Employees will be entitled to payment for authorized holidays, provided that they were employed on the holiday and in paid status their last working day immediately preceding and succeeding the holiday.

16.4 If the Employer requires a Classified Employee to work on these holidays, the Classified Employee may take another day off within thirty (30) working days in lieu of that holiday provided that such holiday will provide for at least a three (3) day weekend if the employee so desires.

16.5 District/County Leave Day(s) are non-accruable days, not subject to deduction from sick, personal leave, or vacation days and must be taken prior to June 30th of the current school year or forfeit the right to use it. District/County Leave Days shall be prorated proportionately for days of service the employee is employed, i.e. Employees hired as "late start" after beginning of the fiscal year and/or scheduled work days according to the position.

ARTICLE 17 VACATION

17.1 Eligibility – Classified Employees eligible for this vacation section are those listed in the recognition section (Article 2) as classifications represented. Amounts referred to below are relative to full-time employment. Annual vacation leave for Employees shall be granted on a monthly accrual method. Pro-rated amounts shall be utilized for persons working less than full-time.

17.1.1 Effective July 1, 2013, all new Employees' earned vacation shall not become a vested right until completion of the initial six months of employment. (Education Code 45197)

17.2 Vacation Accumulation Schedules – The following vacation accumulation schedules shall apply as indicated:

17.2.1 For persons employed on or before June 30, 2012, the following schedule of accumulation shall apply. The hourly accumulation is for regular hours paid (not including overtime).

CLASSIFIED EMPLOYEE YEAR OF SERVICE ACCRUAL	ANNUAL VACATION ENTITLEMENT	MONTHLY ACCRUAL
One	Ten working days (80 hours)	6.667
Three	Fifteen working days (120 hours)	10 hours
Five	Twenty working days (160 hours)	13.334 hours

17.2.2 For persons with a date-of-hire after June 30, 2012, the following schedule of accumulation shall apply. The hourly accumulation is for regular hours paid (not including overtime).

CLASSIFIED EMPLOYEE YEAR OF SERVICE ACCRUAL	ANNUAL VACATION ENTITLEMENT	MONTHLY ACCRUAL
One to Five	Ten working days (80 hours)	6.667
Six to Ten	Fifteen working days (120 hours)	10 hours
Eleven +	Twenty working days (160 hours)	13.334 hours

17.3 Eligible twelve (12) month Classified Employees shall schedule a vacation each year. If vacation cannot be approved within the fiscal year, an amount equal to one year's accumulation may be carried forward to the following fiscal year. The Classified Employee shall utilize this carryover by the end of the following year.

Eligible twelve (12) month Classified Employees shall schedule with his/her supervisor to take sufficient vacation to bring his/her accrued vacation to the hours below or hours allowed for carry over by June 30. The Employee shall limit a "carry-over" of no more than 160 hours into the next fiscal year.

17.4 The Superintendent or designee, may authorize an additional number of hours of annual vacation carryover when it is: (a) necessary to deny a vacation leave request to meet the needs of the District/County and the Employee is thereby placed in jeopardy of losing vacation leave, or (b) the Superintendent or designee shall consider an Employee's special circumstances on a case-by-case basis and both the Employer and Employee mutually agree prior to the Employee utilizing the excess carryover hours. Excess carry over consideration is limited to (40) forty hours.

- 17.4.1 Classified Employees assigned to positions that work less than a 12 month calendar, vacation accrual shall be paid to them in June at the end of the school year.
- 17.5 Each eligible Classified Employee shall earn vacation for each regularly paid hour and years of service.
- 17.6 When a holiday, as defined in this Agreement, occurs during the scheduled vacation of a Classified Employee, the Classified Employee will receive pay at the regular rate of pay for the holiday and shall not be charged a vacation day for absence on the holiday.
- 17.7 Vacation shall, with the approval of the Employee's immediate supervisor, be taken at any time during the year and preferably be scheduled a minimum of five (5) working days prior to the dates requested whenever possible. Every effort shall be made to enable vacation to be taken at times convenient to the Classified Employee, consistent with the needs of the service and the workload of the department. Vacation may be taken in units of not less than one quarter (1/4) hour.
- 17.8 Classified Employees may be granted vacation during the year even though not earned at the time the vacation is taken. If an Employee is terminated and had been granted vacation which was not yet earned at the time of termination, the Employer shall deduct from the Employee's final pay-check the full amount which was paid for unearned vacation taken. (Education Code 45197 Classified Employee)
- 17.9 Vacation shall be paid at the rate of pay earned at the time the vacation is commenced.
- 17.10 Upon separation from service, the Employee shall be entitled to lump sum compensation for all earned and unused vacation except that Employees who have not completed six months of employment in regular status shall not be entitled to such compensation.
- 17.11 The Employer may allow, upon request by the Classified Employee, to interrupt or terminate vacation leave in order to be on another type of paid leave without a return to active service, provided the Classified Employee supplies adequate notice and relevant supporting information regarding the basis for such interruption or termination.

ARTICLE 18 **RETIREMENT/GOLDEN HANDSHAKE**

18.1 Classified Employees with a minimum of 25 years of experience five (5) years with the District/County, who have reached the age of 55, may elect in writing to take advantage of their choice of one (1) of the following offers:

- A. One (1) year of retiree health and welfare benefits (at the tiered rate as required by health care provider) for medical, dental and vision plans for the retiree, spouse and family, capped at the employer's current dollar contribution in the year of the unit member's final year of service, or
- B. A lump sum dollar amount (taxable) for the term of one (1) year set at the dollar contribution made by the employer in the year of the unit member's final year of service.

This Golden Handshake is contingent upon formal written notification of retirement /resignation being submitted on or before March 31st of the last year of service. This offer must be formalized to show a savings to the employer on a case-by-case basis.

Sunset Early Retirement/Golden Handshake from the collective bargaining agreement, effective July 1, 2012:
1.0 FTE Employees in current active status as of July 1, 2012, shall be grandfathered into the early retirement/golden handshake option offered through July 1, 2012, and remain eligible until CalPERS retirement and separation from District/County employment.

ARTICLE 19 **WAGES**

- 19.1 Classifications shall have any range adjustments made effective with the first full payroll period after ratification of this Agreement or a payroll period as mutually agreed upon by both parties.
- 19.1.1 Classified Employees shall be paid in accordance with the current Salary Schedule(s)
- 19.1.2 All Classified Employees are paid monthly on the last working day of the month.
- 19.2 Classified Employees may agree to contribute a portion of his/her salary on a pretax basis for the qualified IRS-sanctioned voluntary elective deferrals, to include but not limited to, Section 125 Plans (Health Savings Accounts, Flexible Spending Accounts, Accident Insurance, Dependent Care Assistance, etc), 403(b) program (Tax Sheltered Annuity) etc.
- 19.2.1 The Classified Employee is responsible for setting up and signing the legal documents to establish the payroll deductions. Classified Employee shall complete a 403(b) Salary Reduction Agreement through the District/County business office.
- 19.3 Classified Employees may agree to contribute a portion of his/her salary for purposes other than described in 19.2. A Salary Deduction Agreement shall be completed by the Classified Employee.
- 19.4 Health and Welfare benefit insurance premium deductions shall be deducted from monthly payroll according to the premium cost of the selected benefit plan.
- 19.5 Initial placement on the salary schedule
- The Governing Board or the County Superintendent of Schools retains the authority to specify the salary of new positions and to determine the credit to be awarded for placement on an existing salary schedule.
- A. Up to two (2) years credit for related experience within the past ten (10) years beyond the minimum requirement.
- B. The date for determining a Classified Employee's eligibility for a "step" increase shall be July 1st.
- C. A year of service is defined as the number of hours an Employee would normally work in the position between July 1st and the following June 30th.
- 19.6 For eligible Classified Employee, the Employer shall remit a monthly contribution to the CalPERS or CalSTRS system.

ARTICLE 20 **DISCIPLINARY ACTION**

20.1 Persons employed in Classified service shall be subject to Classified service disciplinary actions and appeals per Education Code(s).

20.2 Causes for Disciplinary Action (Ed. Code §44010, 45123, 45124 and 45303)

Persons employed in the Classified service may be suspended, demoted, or dismissed for any of the following causes. Specific instances must be set forth as to any of the causes enumerated:

- A. Incompetency – A pattern of below standard work performance
- B. Inefficiency – The continued inability to perform the assigned duties of the position
- C. Insubordination – Knowingly refusing to perform lawful and reasonable assigned duties
- D. Inattention to or Dereliction of Duty –A pattern of continued neglect or dereliction (disregard) in the performance of assigned duties
- E. Willful and persistent violation of the Education Code, of rules and regulations, and/or procedures adopted by Sierra-Plumas Board of Education and Sierra County Superintendent of Schools when such procedures are made known to the Employee in writing
- F. Knowingly falsifying or withholding any material information supplied on application forms and employment records
- G. Possession of open alcoholic beverages on District/County property, or being intoxicated while on duty
- H. The use or possession while on duty of illegal drugs
- I. Arrested, being formally charged, and convicted on a sex offense as defined the Education Code §44010 or determination of as a sexual psychopath pursuant to the Education Code 45124
- J. Arrested, being formally charged, and convicted of a narcotics offense as defined in Education Code §44010
- K. Engaging in political activities during assigned hours of duty
- L. Conviction of a crime involving moral turpitude (behavior that is dishonest or immoral)
- M. Carrying out an unprovoked physical attack on a pupil, a member of the public, another District/County Employee during assigned hours of duty
- N. Repeated unexcused absence or tardiness, abuse of leave privileges, or absence without notification
- O. Abandonment of position – Failure to report to duty for three (3) consecutive working days without notification or permission (except in the case of a dire emergency)
- P. Violation of local, state or federal law which results in the cancellation or suspension of a license required for the performance of the assigned duties
- Q. Dishonesty, theft, willful misuse for personal gain, and/or willful destruction of District/County property.

ARTICLE 21 **LAYOFF PROCEDURES**

- 21.1 Persons employed in the Classified service are subject to Classified service layoff procedures as outlined in Education Code(s).
- 21.2 Procedure Regarding Layoff (Education Codes §45115, 45117, 45308)
- A. When Classified Employees are laid off for lack of work or lack of funds, layoff shall be made in inverse order of seniority in the class in which the layoff occurs. The Classified Employee who has been employed the shortest time in the class, plus classification(s) with a higher salary range, shall be considered to have least seniority, and therefore, shall be laid off first.
 - B. The names of permanent and probationary employees thus laid off shall be placed upon the reemployment list for the class from which they were laid off. Names on the reemployment list shall be in the relative order of seniority. Persons on this list shall remain eligible for a period of 39 months from the day of layoff.
 - C. For purposes of this section "Seniority" is determined by the length of service beginning with the current continuous employment period. Nothing contained in this section shall preclude the granting of "length of service" credit for time spent on military leave of absence, or unpaid illness leave or unpaid industrial accident leave.
 - D. Employees subject to layoff shall be given notification no less than 60 days prior to the date of the layoff, at which time they will be given written notice of their displacement rights and reemployment rights.

21.3 Rights of Employees Laid Off for Lack of Work or Funds

Permanent Employees in the Classified service have the following rights:

- A. Bumping – A permanent Employee in the Classified service who is laid off from a class and who has previous service in an equal or lower class shall have the right to bump an Employee with less seniority in that class. Seniority shall include the total of the previous service in the equal or lower class plus service in the class from which layoff occurs and in higher classes.
- B. Reemployment – An Employee shall be eligible to be reemployed for a period of 39 months and shall be reemployed in preference to new applicants and shall have the right to participate in promotional examinations within such period.
- C. Voluntary Demotion or Voluntary Reduction – An Employee who takes voluntary demotions or voluntary reductions in assigned time in lieu of layoff or to remain in their present positions rather than be reclassified or reassigned, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of up to 24 months provided that the same tests of fitness under which they qualified for appointment to the class still apply.

ARTICLE 22 **PERSONNEL FOLDER**

- 22.1 The Personnel Technician or business office of the Sierra-Plumas Joint Unified School District and Sierra County Office of Education shall maintain all permanent records for all Classified Employees in the personnel file.
- 22.2 Materials in personnel files of Classified Employees which may serve as a basis for affecting the status of their employment are to be made available for the person involved.
- 22.3 Such material is not to include ratings, reports or records which (1) were obtained prior to the employment of the person involved, (2) were prepared by identifiable examination committee members, or (3) were obtained in connection with a promotional examination.
- 22.4 Every Classified Employee shall have the right to inspect such materials upon request, provided that the request is made for a time such person is not actually required to render services to the Employer.
- 22.5 Information of a derogatory nature shall not be entered or filed unless and until the Classified Employee is given notice and an opportunity to review and comment thereon.
- 22.6 The Classified Employee shall be notified of the data when any derogatory material will be placed in the personnel file. The Classified Employee shall have the right to enter, and have attached to any such derogatory statement, his/her own comments thereon. The Classified Employee shall be given an opportunity during the work day when the Classified Employee is not responsible to be at his/her work station, to review and prepare his/her response, without loss of compensation.

ARTICLE 23 **SAFETY**

- 23.1 The Employer shall provide safe, healthy and sanitary working conditions for all Employees of the District/County and will provide a continuous administrative monitoring of working conditions and will make corrections of any unsafe or hazardous conditions.
- 23.2 Both the Employer and Classified Employees agree that the responsibility for safe working conditions is that of the Employer, and the responsibility for maintenance of safe procedures and practices is that of the Employee.
- 23.3 Classified Employees shall not be required to work under unsafe or unhealthy conditions or perform tasks which may endanger their health or safety.
- 23.4 Any Classified Employee who observes a working condition which is believed to be unsafe or unhealthy shall report such condition to the appropriate administrator or supervisor. The administrator will respond as soon as possible.
- 23.5 At a minimum, two (2) Classified Employee shall represent and participate in the Health and Safety Committee meetings. A Classified Employee who is a member of the Committee shall be allowed release time to carry out their obligations under this Article.

ARTICLE 24 **EMPLOYER'S RIGHTS AND RESPONSIBILITIES**

24.1 The Sierra-Plumas Joint Unified School District Governing Board and the Sierra County Superintendent of Schools and Sierra County Board of Education, retain, solely and exclusively, all the rights, powers and authority exercised or held prior to the execution of this Agreement. Except as limited by the terms of this Agreement or as otherwise required by state law, the rights, powers and authority retained solely and exclusively by the Sierra-Plumas Joint Unified School District Governing Board and the Sierra County Superintendent of Schools and Sierra County Board of Education, and not abridged herein, included, but are not limited to the following: To manage and direct its business and personnel except as limited by the terms of this Agreement; to determine the mission of its departments, building facilities and operations except as limited by the terms of this Agreement; to create, change or combine positions, departments and facilities in who or part except as limited by the terms of this Agreement; to subcontract accordingly to law, abolish jobs, or discontinue work for lack of funds or lack of work except as limited by the terms of this Agreement; to determine the number of Employees by the terms of this Agreement; to determine the number of Employees needed, to hire, transfer, promote, and maintain work standards, schedules of operation and reasonable work load except as limited by the terms of this Agreement; to specify or assign work requirements and require overtime except as limited by the terms of this Agreement; to schedule working hours and shifts except as limited by the terms of this Agreement; to adopt rules of conduct and penalties for violation thereof except as limited by the terms of this Agreement; to determine the methods, processes, means and place of providing services and to take whatever action necessary to prepare for and operate in an emergency which is defined as a situation in which the lives and /or safety of students or Employees are endangered; a financial crises in which the Sierra-Plumas Joint Unified School District Governing Board and the Sierra County Superintendent of Schools and Sierra County Board of Education is unable to fund mandated expenses; a situation in which it would be impossible to conduct the normal business of the Sierra-Plumas Joint Unified School District Governing Board and the Sierra County Superintendent of Schools and Sierra County Board of Education provided the exercise of the forgoing does not conflict or violate the lawful rights of Classified Employees. Nothing in this Article shall be construed to limit, amend, decrease, revoke or otherwise modify the rights vested in the Sierra-Plumas Joint Unified School District Governing Board and the Sierra County Superintendent of Schools and Sierra County Board of Education by any law regulating, authorizing or empowering the Sierra-Plumas Joint Unified School District Governing Board and the Sierra County Superintendent of Schools and Sierra County Board of Education to act or refrain from acting except as limited by the terms of this Agreement.

ARTICLE 25 **PEACEFUL PERFORMANCE**

25.1 During the life of this Agreement, Classified Employees agree that the Classified Employees will not strike, slowdown or participate in a work-stoppage or sick-out. Likewise, the Sierra-Plumas Joint Unified School District Governing Board and the Sierra County Superintendent of Schools and Sierra County Board of Education agrees not to lock out the Classified Employees.

ARTICLE 26 MOBILE/CELLULAR TELEPHONE REIMBURSEMENT

The District/County will reimburse eligible Employees a telephone allowance of \$25.00 per month for personal cellular telephone expense when it is necessary for the Employee to consistently use the communication device to perform the duties and assignments of his/her position. The Superintendent will determine which positions are eligible for cell phone reimbursement. The telephone allowance is considered taxable income for the Employee.

The law prohibits individuals from driving a motor vehicle while using a wireless telephone unless that telephone is specifically designed and configured to allow hands-free listening and talking, and is used in that manner while driving. However, District/County employees are strongly discouraged from using hands free devices to conduct company business while driving.

ARTICLE 27 CATASTROPHIC LEAVE

- 27.1 This program is voluntary and participating employees are permitted to donate eligible leave credits to assist eligible employees. The bank will be administered by a committee comprised of two members appointed by the Classified Employee s' Association and two members appointed by the Superintendent or designee.
For the purposes of this article the following terms are defined as follows:
- (a) "Catastrophic Illness" or "Injury" means an illness or injury that is expected to incapacitate the Classified Employee for an extended period of time, or that incapacitates a member of the Classified Employee's family which incapacity requires the Classified Employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the Classified Employee because he/she has exhausted all of his/her sick leave and other paid time off.
 - (b) For the purposes of this section, a "day" shall be a day that the Classified Employee is expected to be on duty as determined by his/her current assignment.
 - (c) "Eligible Leave Credits" means sick leave and vacation leave accrued to the donating Classified Employee.
 - 1. Eligible Leave Credits may be donated to a Classified Employee for a catastrophic illness or injury if all of the following requirements are met:
 - (a) The Classified Employee who is, or whose family member is, suffering from a Catastrophic Illness or Injury requests that Eligible Leave Credits be donated to him/her and provides verification of catastrophic injury or illness as required by the Superintendent or designee.
 - (b) The Superintendent or designee determines that the Classified Employee is unable to work due to the Classified Employee or his/her family member's Catastrophic Illness or Injury.
 - (c) The Classified Employee has exhausted all accrued paid leave.
- 27.2 A Classified Employee who has been continuously employed by the District/County for five (5) years and who has exhausted his/her entire balance of sick leave, vacation leave and all other paid leaves, if any, and who has been absent from work for twenty (20) consecutive working days (including time off from sick leave) due to an illness or injury which is not covered by Industrial Accident and Illness Leave, is eligible for the benefits of this article. A Classified Employee who is absent from work under Industrial Accident and Illness Leave, is not qualified under this article and is not eligible for the benefits of this article.
- 27.3 Upon the written request of the qualified Classified Employee to the Superintendent or designee, and upon approval from the Superintendent or designee, the Payroll Department shall issue to all Classified Employees a "call for donations" for Eligible Leave Credits. The "call for donations" shall specify the name of the requesting qualified Classified Employee. Classified Employees may, within ten (10) working days of the issuance of the "call for donations" respond thereto and request in writing that the Payroll Department transfer to the qualified Classified Employee up to, but no greater than five (5) days of Eligible Leave Credits from the responding Classified Employee to the qualified Classified

Employee. A maximum ten (10) days per school year per responding Classified Employee may be donated. The responding Classified Employee must maintain a balance of five (5) sick leave days after responding to a “call for donations”.

- 27.4 A “call for donations” for a qualified Classified Employee shall be issued upon his/her written request, not more than once every sixty (60) days.
- 27.5 All transfers of Eligible Leave Credit are irrevocable. If the qualified Classified Employee returns to work then any leave credited to the qualified Classified Employee shall remain credited to the Classified Employee’s sick leave account balance and shall not be returned to the responding Classified Employee’s leave account.
- 27.6 The maximum amount of time for which donated leave credits may be used is twelve (12) consecutive months.
- 27.7 The qualified Classified Employee shall use any leave credits that he/she continues to accrue on a monthly basis prior to receiving paid leave pursuant to this Article.

CLASS AND CLASSIFICATION OF POSITIONS

SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT			
CLASS	CLASSIFICATION 1	CLASSIFICATION 2	CLASSIFICATION 3
AIDE	Instructional Aide		
LIBRARY AIDE	Library Aide		
CLASSROOM SPECIALIST	Classroom Specialist		
NOON SUPERVISOR	Noon Supervisor		
FOOD SERVICE	Cook I	Cafeteria Worker	
CASHIER	Cashier		
MAINTENANCE	Plant Maintenance Worker	Maintenance Custodian	Custodian
CLERICAL	School Secretary	Receptionist Production Secretary	
BUSINESS OFFICE	Accounting Technician		
BUS DRIVER	Bus Driver		
SIERRA COUNTY OFFICE OF EDUCATION			
CLERICAL	County Support Secretary		
AIDE	Instructional Aide	Behavioral Attendant	
CUSTODIAN	Custodian		
WORKABILITY AIDE	WorkAbility Aide		
CAREER TECH	Career Technician		
BUSINESS OFFICE	Accounting Technician	Payroll Clerk	

SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT/ SIERRA COUNTY OFFICE OF EDUCATION

CLASSIFIED EMPLOYEE GRIEVANCE FORM

GRIEVANCE REPORT (Form)

Date Filed: _____

- Employee
- Association
- Appropriate Administrator
- Employer

 Name of Aggrieved Person (print) School Supervisor

Level One: Submit to Immediate Supervisor

- A. Date grievance occurred (or was discovered): _____
- B. Section(s) of contract, regulations, etc., involved in this grievance (Be specific.):

- C. Statement of grievance* _____
- D. Action Requested* _____
- E. Supervisor responded on (date): _____

 Signature of Employee Date

Level Two: Submit to District or County Superintendent (Employer)

- A. _____
 Signature of Employee Date Date Employer Rec'd Grievance Form

- B. Written response by Employer*

 Signature of Employer Date

Level Three: Submit to District Governing Board

- A. _____
 Signature of Employee Date

- B. _____
 Date Board Received Grievance Form

- C. Written response and/or award to Classified Employee

 Signature of Governing Board President Date

*If additional space is needed, attach additional sheets

**SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT
AND
SIERRA COUNTY SCHOOLS**

PERFORMANCE EVALUATION FOR CLASSIFIED EMPLOYEES

Employee _____ Permanent
 Probationary
 Substitute

Classification Title: _____ School or Department: _____
 Date: _____

Check only those factors which apply to employee's position.

	Excellent	Meets Standard	Needs Improvement	Unsatisfactory
QUALITY				
1. Performs duties in an acceptable manner				
2. Completes work with a minimum of errors				
3. Completes the work required in the allotted time				
WORK HABITS AND ATTITUDES				
4. Organizes work				
5. Uses good judgment in the performance of work				
6. Learns and applies new ideas, procedures, rules and techniques				
7. Demonstrates an interest in the work performed				
8. Complies with rules, regulations, and policies				
9. Accepts job responsibilities				
PUNCTUALITY				
10. Complies with assigned hours of work and appointment schedules				
DEPENDABILITY				
11. Attends to duties in the absence of supervision				
12. Follow written and oral instructions in the performance of job duties				
RELATIONSHIPS WITH PEOPLE				
13. Works effectively with other employees				
14. Works effectively with pupils				
15. Works effectively with public				
PERSONAL APPEARANCE				
16. Dresses appropriately and maintains a neat and clean appearance				
SUPERVISORY ABILITY (Only use for employees who supervise others)				
17. Plans and directs the work of others				

SAFETY				
18. Maintains a clean and safe work area				
19. Complies with appropriate safety standards and rules				
ADDITIONAL FACTORS				
20. Factors not specifically considered above (Please Identify)				
OVERALL WORK PERFORMANCE				

Accommodations and Recommendations:

Signature of Evaluator	Title	Date
Signature of Employee	Title	Date

It is understood that, in signing the Performance Evaluation Form, the employee acknowledges having seen and discussed the report.

CRITERIA FOR PERFORMANCE APPRAISAL

- 1= **EXCELLENT**
Results generally exceeded expectations. Obstacles to the achievement of objectives were overcome while at the same time good working relationships with subordinates, peers, and superiors were developed or enhanced. All position requirements were met and all objectives were achieved above the standards established.

- 2= **MEETS STANDARD**
All position responsibilities were met and planned objectives were accomplished within the established standards. Any minor areas where performance should have been better were counterbalanced by superior accomplishments such that the overall job met expectations. There were no critical areas where accomplishments were less than planned.

- 3= **NEEDS IMPROVEMENT**
Performance in one or more critical areas does not meet expectations. Not all planned objectives were accomplished within the established standards, and some position responsibilities were not completely met. Development activities will be implemented to ensure that performance improves to a "good" level within one year.

- 4= **UNSATISFACTORY**
Performance is acceptable. Position responsibilities are not being met and important objectives have not been accomplished even with close supervision and guidance. Specific detailed performance improvement plans must be written and progress will be reviewed with the employee at least every thirty (30) days. The employee must achieve marginal or above performance within an agreed upon time (usually 90 to 120 days) or reassignment or termination of employment will result.

SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT

SIERRA COUNTY OFFICE OF EDUCATION

Health and Welfare Premium Payment Agreement/PART-TIME

EMPLOYEE NAME: _____

POSITION: _____ HIRE DATE: _____

ASSIGNED WORK HOURS: daily _____ weekly _____

- A. A Classified Employee regularly assigned to paid status part-time 20 hours per week or greater, may participate in the Employer-sponsored group benefit programs as allowed by the vendor for family medical, dental, vision and life insurance benefits on the "composite rate" structure, by paying the full (100%) premium cost.
- B. All premiums are payable to the District or County office and due in full no later than the (fifth) 5th day of the month and will be considered delinquent after the (fifth) 5th day. Should the health insurance premium payments become delinquent for two (2) consecutive months, benefits will be cancelled and reinstatement will not be allowed.
- C. Upon becoming eligible for coverage, an employee has 31 days to file an enrollment application for coverage with the District or County office. Enrollment begins the following month.
- D. In the event that the Employee's hours and assignment are reduced to less than 20 hours per week, the Employee is no longer eligible to participate in the Employer-sponsored group benefit plan. Benefits will be terminated the last day of the month that the Employee is no longer entitled under the requirements of eligibility.

I have read and understand the provision of this Agreement and agree to sign this authorization.

Employee Signature: _____ Date: _____

SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT

SIERRA COUNTY OFFICE OF EDUCATION

Health and Welfare Premium Payment Agreement/RETIREE

RETIREE NAME: _____ DATE OF RETIREMENT: _____

- A. Retired Employees who are covered by the District/County health plan at the time of their retirement may continue the health, vision and dental benefit program at his/her own expense on a tiered rate structure. Retirees shall pay all the premiums, dues, and other charges, including any increase in premiums for the duration of his/her enrollment. Eligible retirees and/or covered dependents must secure Medicare Part A and Part B. Retirees who discontinue coverage cannot re-enroll under the District/County health plans.
- B. Employees who are granted the Retirement/Golden Handshake by the Employer for one (1) year of retiree health and welfare benefits (at the tiered rate as required by health care provider) for medical, dental and vision plans shall be responsible for all premiums in excess of the Employer contributions, dues and other charges, including any increase in premiums for the duration of his/her enrollment.
- C. All premiums are payable to the District or County and due in full no later than the (fifth) 5th day of the month and will be considered delinquent after the (fifth) 5th day. Should the health insurance premium payments become delinquent for two (2) consecutive months, benefits will be cancelled and reinstatement will not be allowed.

I have read and understand the provision of this Agreement and agree to sign this authorization.

Retiree Signature: _____

Date: _____

EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- for incapacity due to pregnancy, prenatal medical care or child birth;
- to care for the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, son, daughter or parent, who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.*

***The FMLA definitions of "serious injury or illness" for current servicemembers and veterans are distinct from the FMLA definition of "serious health condition".**

Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least 12 months, have 1,250 hours of service in the previous 12 months*, and if at least 50 employees are employed by the employer within 75 miles.

***Special hours of service eligibility requirements apply to airline flight crew employees.**

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- interfere with, restrain, or deny the exercise of any right provided under FMLA; and
- discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT

SIERRA COUNTY OFFICE OF EDUCATION

APPENDIX G

EMPLOYEE 403(b) BENEFIT ELECTION FEE

I wish to be an active participant in a Tax Sheltered Annuity (TSA) program established by my Employer so that I may obtain the benefit of Internal Revenue Code Section 403(b). I understand that effective January 1, 2009, due to IRS regulations; my employer has entered into an agreement with a third party provider (Central Valley Support Services) at a cost of \$2.50 per active participant. Furthermore, pursuant to SCOE and S-PJUSD Resolutions 08-004 and 08-009, respectively, my Employer is transferring this fee to active participants.

For this purpose, until further notice, I authorize my Employer to deduct from my salary the current fee of \$2.50 monthly.

Print Name

Signature

Date

**Sierra Plumas Joint Unified School District
403(b) Salary Reduction Agreement**

Employee Information:

Name: _____ Social Security Number: _____
 Address: _____ City & Zip: _____
 Date of Birth: _____ Date of Hire: _____ Daytime Phone: _____

Effective Date: _____ This is an initial agreement This agreement supersedes a previous agreement

Contribution Information: (Check all that apply)

Initiate New Salary Reduction (check only if not currently participating)

Please deduct the total amount of \$ _____ per pay period.

Change Salary Reduction (this is to change the amount of your existing 403b)

This is a notification to change the amount of my Salary Reduction from \$ _____ to \$ _____

Change Service Provider(s)

This is a notification to change my Service Provider(s) from _____
 to: _____

Terminate Salary Reduction

Please discontinue my Salary Reduction with the following Service Provider(s) _____
 and _____

Terminate ALL Salary Reductions

Please check the appropriate number of deductions to be taken per calendar year.

10 Deductions 11 Deductions 12 Deductions

Service Provider and Amount (this will be a listing of all amounts to all Service Providers)

Amount	Service Provider Name	403b Compare Vendor ID
\$ _____	_____	_____
\$ _____	_____	_____
\$ _____	_____	_____
\$ _____	_____	_____

Agreement:

The above named Employee agrees to modify his/her salary as indicated above. SPJUSD agrees to contribute this amount on the Employees behalf into the annuity or custodial accounts selected by the Employee. It is intended that the requirements of all applicable State or Federal income tax rules and regulations (Applicable Law) will be met. The Employee understands and agrees to the following: 1) this Salary Reduction Agreement is legally binding and irrevocable with respect to amounts paid or available while this agreement is in effect; 2) this Salary Reduction Agreement may be terminated at any time with respect to amounts not yet paid or available, and that a termination request is permanent and remains in effect until a new Salary Reduction Agreement is submitted; and 3) this Salary Reduction Agreement may be changed with respect to amounts not yet paid or available in accordance with the Employers administration procedures.

The Employee agrees to indemnify and hold SPJUSD harmless against any and all actions, claims and demands whatsoever that may arise from the purchase of annuities or custodial accounts in this 403(b) Program. The Employee acknowledges that SPJUSD has made no representation regarding the advisability, appropriateness or tax consequences of the purchase of the annuity and/or custodial account described herein. The Employee agrees SPJUSD shall have no liability whatsoever for any and all losses suffered by the Employee with regard to his/her selection of the annuity and/or custodial account; its terms; the selection of the insurance company or regulated investment company; the solvency of, operation of or benefits provided by said insurance company or regulated investment company; or his/her selection and purchase of shares of regulated investment companies. Nothing herein shall affect the terms of employment between SPJUSD and Employee. This agreement supersedes all prior Salary Reduction Agreements and shall automatically terminate if Employees employment is terminated.

IMPORTANT INFORMATION

Read this information before you complete a Salary Reduction Agreement.

1. SPJUSD does not choose the annuity contract or custodial account in which the Employees contributions are invested.
2. The Employee is responsible for setting up and signing the legal documents to establish their annuity contract or custodial account. The Employee, not SPJUSD, is to be identified as the contract/certificate holder or account holder.
3. In order for the Employee to receive the expected tax results, the annuity contract or custodial account established must meet the requirements of Section 403(b) of the Internal Revenue Code. It is solely the Employees responsibility to establish the proper type of contract or account for this purpose.
4. The Employee is responsible for naming a death beneficiary under their annuity contract or custodial account. This is normally done at the time the contract or account is established, although the designation should be reviewed from time to time.
5. The Employee is responsible for all distributions and any other transactions with the insurance company or investment company. The Employee or their authorized representative must contact CVSS regarding loans, transfers and exchanges to approved providers, beginning distributions, Hardship Withdrawal requests or to handle any other transactions.
6. Central Valley Support Services has been named the administrator of this 403(b) Program. Their responsibility is to ensure compliance of SPJUSD's 403(b) plan and that the Employee's contributions are within the IRC Sections of 402(g), 403(b), 415(c) and 414(v) guidelines.
7. The Employee agrees that SPJUSD and CVSS shall have no liability whatsoever for any loss suffered by the Employee with regard to the selection of a provider and its investment options, or the solvency, operation of, or benefits provided by said provider; nor liability for any loss suffered by Employee by reason of the transmittal of any funds pursuant to this or any other agreement.

Employee Signature:

I certify that I have read this complete agreement. I understand my responsibilities as an Employee under this Program and I request that SPJUSD take the action specified in this agreement. I understand that all rights under the annuity or custodial account established by me under the Program are enforceable solely by me, my beneficiary or my authorized representative.

Employee Signature: _____ Date: _____

Acknowledgement and Representation of Sales Agent/Representative:

I agree to comply with all pertinent directives regarding solicitation of SPJUSD Employees. Furthermore, I agree to indemnify and hold harmless SPJUSD, any member of the governing board, Central Valley Support Services (CVSS) and the Employee participating in the 403(b) Program against any claims arising from my solicitation of the said Employee.

Agent Signature: _____ Date: _____
 Agent Name: _____ Phone: _____
 Agent Email: _____

Sierra Plumas Joint Unified School District (or CVSS) Signature:

Name: _____
 Signature: _____ Date: _____
 Title: _____

Sierra Plumas Office's plan administrator, CVSS will be processing this Salary Reduction Agreement.
Please fax this completed form to our toll-free secure fax line at 800-853-5075. Our mailing address is: CVSS 2440 Stanwell Dr. Suite A Concord, CA 94520. Any questions regarding this form or any other questions regarding 403(b), call us at 877-734-6653 or visit us on the web at www.cvsupportservices.org.

SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT
SIERRA COUNTY OFFICE OF EDUCATION

APPENDIX I

Salary Deduction Agreement (other than 403b)

Employee Information:

Name: _____ SSN: _____

Address: _____ City & Zip: _____

Date of Birth: _____ Daytime Phone: _____ Mobile Phone: _____

EFFECTIVE DATE: _____ This is an initial agreement This agreement supersedes a previous agreement

Initiate New Salary Reduction

Deduct the total amount of \$ _____ per pay period

Service Provider (Name of Company to whom Salary Reduction is remitted):

Name: _____ Address: _____

Telephone Number: _____

Change Salary Reduction

This is notification to change the amount of my Salary Reduction from \$ _____ to \$ _____ per month

Service Provider: (Name of Company to whom Salary Reduction is remitted):

Name: _____ Address: _____

Telephone Number: _____

Terminate Salary Reduction(s)

Discontinue my Salary Reduction with the following Service Provider(s): 1) _____

2) _____

Terminate ALL Salary Reductions

Please check the appropriate number of deductions to be taken per calendar year:

10 Deductions 11 Deductions 12 Deductions

Agreement: The above named Employee agrees to modify his/her salary schedule as indicated above. District/County agrees to contribute this amount on the Employee's behalf. It is intended that the requirements of all applicable State or Federal tax rules and regulations will be met. The Employee understand and agrees to the following: 1) this Salary Reduction Agreement is legally binding and irrevocable with respect to amounts paid or available while this agreement is in effect; 2) this Salary Reduction Agreement may be terminated at any time with respect to amounts not yet paid or available, and that a termination request is permanent and remains in effect until a New Salary Reduction Agreement is submitted; and 3) this Salary Reduction Agreement may be changed with respect to amounts not yet paid or available in accordance with the Employers administration procedures.

Employee's Signature _____

Date _____

SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT
SIERRA COUNTY OFFICE OF EDUCATION

SIERRA-PLUMAS CLASSIFIED EMPLOYEES' ASSOCIATION (S-PCEA)

MOBILE/CELLULAR TELEPHONE REIMBURSEMENT

Effective July 1, 2013

The District/County will reimburse eligible Employees a telephone allowance of \$25.00 per month for personal cellular telephone expense when it is necessary for the Employee to consistently use the communication device to perform the duties and assignments of his/her position. The telephone allowance is considered taxable income for the Employee. (Article 26)

EMPLOYEE (Print Name)

I hereby attest that I use my personal mobile/cellular telephone as a communication device in the performance of duties as a (job title) _____ for the Employer, Sierra-Plumas Joint Unified School District (S-PJUSD) or Sierra County Office of Education (SCOE) before, after or during scheduled work hours. I understand that a \$25.00 per month reimbursement for using the device in the performance of work-related duties will be included in the monthly payroll warrants as taxable income.

Furthermore, I agree that if I stop using my personal mobile/cellular telephone in the performance of work-related duties, I will contact the S-PJUSD or SCOE business office and allowance/reimbursement for such usage will cease immediately.

Any change of telephone number or contact information will be reported to the S-PJUSD or SCOE business office immediately.

Employee's Signature

Date

School Year _____

Cell/Mobile Telephone Number: _____

SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT
Classified Salary Schedule
2014 - 2015

Position	A	B	C	D	E Yr 5	F Yr 8	G Yr 11	H Yr 14	I Yr 17	J Yr 20
Noon Supervisor	9.65	10.08	10.56	11.00	11.46	12.03	12.61	13.23	13.89	14.58
Cafeteria Work	10.22	10.86	11.46	12.09	12.68	13.31	13.97	14.67	15.39	16.17
Cashier	11.30	11.96	12.63	13.32	14.01	14.70	15.44	16.23	17.04	17.90
Instructional Aide	11.30	11.96	12.63	13.32	14.01	14.70	15.44	16.23	17.04	17.90
Cook I	12.16	12.89	13.61	14.32	15.02	15.78	16.57	17.41	18.27	19.19
Library Aide	12.41	13.16	13.89	14.63	15.36	16.12	16.88	17.75	18.64	19.57
Custodian	13.16	13.95	14.72	15.52	16.29	17.09	17.97	18.87	19.80	20.80
Maintenance Custodian	14.09	14.90	15.69	16.50	17.31	18.18	19.10	20.04	21.03	22.10
Plant Maint. Worker	14.92	15.81	16.67	17.04	18.43	19.35	20.32	21.33	22.39	23.51
Classroom Specialist	16.27	17.21	18.21	19.14	20.08	21.08	22.13	23.28	24.44	25.67

ADOPTED JANUARY 14, 2014

SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT
 SCHOOL BUS DRIVER SALARY SCHEDULE
 2014 - 2015

Position	A	B	C	D	E	F	G	H	I	J
					Yr 5	Yr 8	Yr 11	Yr 14	Yr 17	Yr 20
School Bus Driver	17.06	17.73	18.45	19.19	19.97	20.75	21.59	22.45	23.35	24.29

Board approved
4/8/2014

SIERRA COUNTY OFFICE OF EDUCATION
 Classified Salary Schedule
 2014 - 2015

POSITION	A	B	C	D	E	F	G	H	I	J
	YR 5	YR 6	YR 7	YR 8	YR 9	YR 10	YR 11	YR 12	YR 13	YR 14
INSTRUCTIONAL AIDE	11.30	11.96	12.63	13.32	14.01	14.70	15.44	16.23	17.04	17.90
CUSTODIAN	13.16	13.95	14.72	15.52	16.29	17.09	17.97	18.87	19.80	20.79
WORKABILITY COORDINATOR	15.05	15.81	16.60	17.42	18.30	19.21	20.17	21.18	22.24	23.35
CAREER TECH	12.72	13.35	14.02	14.71	15.45	16.23	17.04	17.89	18.78	19.72
BEHAVIOR ATTENDANT	10.48	10.89	11.33	11.79	12.26	12.75	13.26	13.79	14.34	14.91
WORKABILITY AIDE	11.86	12.46	13.08	13.73	14.42	15.14	15.90	16.69	17.53	18.40

ADOPTED JANUARY 14, 2014

SIERRA COUNTY OFFICE OF EDUCATION
 SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT
 Salary Schedule for Classified Employees
 2014 - 2015

POSITION	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I 15 years	Step J 20 years	Step K 25 years
School Secretary	\$ 13.57	\$ 14.33	\$ 15.07	\$ 15.83	\$ 16.56	\$ 17.35	\$ 18.17	\$ 19.04	\$ 19.99	\$ 20.99	\$ 22.04

ADOPTED JANUARY 14, 2014

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Accepted and Ratified
SIERRA-PLUMAS CLASSIFIED
EMPLOYEES' ASSOCIATION
(SPCEA)

Accepted and Adopted
SIERRA-PLUMAS JOINT UNIFIED
SCHOOL DISTRICT

Mike Hale, President
SPCEA

Michael I. Moore, President
Sierra-Plumas Joint Unified School
District Governing Board

Date

Date

SIERRA COUNTY OFFICE OF EDUCATION

Merrill M. Grant, Ed.D
Superintendent

Date

Approved by the Sierra-Plumas Joint Unified School District Governing Board _____

Approved by the Sierra County Superintendent of Schools/Sierra County Board of Education _____

Sierra County/Sierra-Plumas Joint USD

Administrative Regulation

AR 1312.4

Community Relations

WILLIAMS UNIFORM COMPLAINT PROCEDURES

AR 1312.4

Types of Complaints

The district shall use the procedures described in this administrative regulation only to investigate and resolve the following: (Education Code 35186; 5 CCR 4680-4683)

1. Complaints regarding the insufficiency of textbooks and instructional materials, including any complaint alleging that:
 - a. A student, including an English learner, does not have standards-aligned textbooks or instructional materials or state- or district-adopted textbooks or other required instructional materials to use in class.
 - b. A student does not have access to textbooks or instructional materials to use at home or after school. This does not require two sets of textbooks or instructional materials for each student.
 - c. Textbooks or instructional materials are in poor or unusable condition, have missing pages, or are unreadable due to damage.
 - d. A student was provided photocopied sheets from only a portion of a textbook or instructional materials to address a shortage of textbooks or instructional materials.

(cf. 6161.1 - Selection and Evaluation of Instructional Materials)

2. Complaints regarding teacher vacancy or misassignment, including any complaint alleging that:
 - a. A semester begins and a teacher vacancy exists.
 - b. A teacher who lacks credentials or training to teach English learners is assigned to teach a class with more than 20 percent English learners in the class.

(cf. 4112.22 - Staff Teaching English Language Learners)

- c. A teacher is assigned to teach a class for which the teacher lacks subject matter competency.

Teacher vacancy means a position to which a single designated certificated employee has not been assigned at the beginning of the year for an entire year or, if the position is for a one-semester course, a position to which a single designated certificated employee has not been assigned at the beginning of the semester for an entire semester. (Education Code 35186; 5 CCR 4600)

Beginning of the year or semester means the first day classes necessary to serve all the students enrolled are established with a single designated certificated employee assigned for the duration of the class, but not later than 20 working days after the first day students attend classes for that semester. (5 CCR 4600)

Misassignment means the placement of a certificated employee in a teaching or services position for which the employee does not hold a legally recognized certificate or credential or the placement of a certificated employee in a teaching or services position that the employee is not otherwise authorized by statute to hold. (Education Code 35186; 5 CCR 4600)

(cf. 4112.2 - Certification)

(cf. 4113 - Assignment)

3. Complaints regarding the condition of school facilities, including any complaint alleging that:

a. A condition poses an emergency or urgent threat to the health or safety of students or staff.

Emergency or urgent threat means structures or systems that are in a condition that poses a threat to the health and safety of students or staff while at school, including, but not limited to, gas leaks; nonfunctioning heating, ventilation, fire sprinklers, or air-conditioning systems; electrical power failure; major sewer line stoppage; major pest or vermin infestation; broken windows or exterior doors or gates that will not lock and that pose a security risk; abatement of hazardous materials previously undiscovered that pose an immediate threat to students or staff; structural damage creating a hazardous or uninhabitable condition; or any other condition deemed appropriate. (Education Code 17592.72)

b. A school restroom has not been cleaned, maintained, or kept open in accordance with Education Code 35292.5.

Clean or maintained school restroom means a school restroom has been cleaned or maintained regularly, is fully operational, or has been stocked at all times with toilet paper, soap, or paper towels or functional hand dryers. (Education Code 35292.5)

Open restroom means the school has kept all restrooms open during school hours when students are not in classes and has kept a sufficient number of restrooms open during school hours when students are in classes. This does not apply when the temporary closing of the restroom is necessary for student safety or to make repairs. (Education Code 35292.5)

4. (cf. 3514 - Environmental Safety)

(cf. 3517 - Facilities Inspection)

Filing of Complaint

A complaint alleging any condition(s) specified in the section "Types of Complaints" above shall be filed with the principal or designee at the school in which the complaint arises. The principal or designee shall forward a complaint about problems beyond his/her authority to the Superintendent or designee in a timely manner, but not to exceed 10 working days. (Education Code 35186; 5 CCR 4680)

Investigation and Response

The principal or designee shall make all reasonable efforts to investigate any problem within his/her authority. He/she shall remedy a valid complaint within a reasonable time period not to exceed 30 working days from the date the complaint was received. (Education Code 35186; 5 CCR 4685)

Complaints may be filed anonymously. If the complainant has indicated on the complaint form that he/she

would like a response to the complaint, the principal or designee shall report the resolution of the complaint to him/her at the mailing address indicated on the complaint form within 45 working days of the initial filing of the complaint. At the same time, the principal or designee shall report the same information to the Superintendent or designee. (Education Code 35186; 5 CCR 4680, 4685)

When Education Code 48985 is applicable and the complainant has requested a response, the response shall be written in English and in the primary language in which the complaint was filed. (Education Code 35186)

If a complainant is not satisfied with the resolution of a complaint, he/she has the right to describe the complaint to the Board of Education at a regularly scheduled meeting. (Education Code 35186; 5 CCR 4686)

For any complaint concerning a facilities condition that poses an emergency or urgent threat to the health or safety of students or staff as described in item #3a in the section "Types of Complaints" above, a complainant who is not satisfied with the resolution proffered by the principal or Superintendent or designee may file an appeal to the Superintendent of Public Instruction within 15 days of receiving the district's response. The complainant shall comply with the appeal requirements specified in 5 CCR 4632. (Education Code 35186; 5 CCR 4687)

All complaints and written responses shall be public records. (Education Code 35186; 5 CCR 4686)

(cf. 1340 - Access to District Records)

Reports

On a quarterly basis, the Superintendent or designee shall report, to the Board at a regularly scheduled public Board meeting and to the County Superintendent of Schools, summarized data on the nature and resolution of all complaints. The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints. (Education Code 35186; 5 CCR 4686)

Forms and Notices

The Superintendent or designee shall ensure a Williams complaint form is available at each school and at the Sierra-Plumas Joint Unified School District office. However, complainants need not use the district's complaint form in order to file a complaint. (Education Code 35186; 5 CCR 4680)

The Superintendent or designee shall ensure that the district's complaint form contains a space to indicate whether the complainant desires a response to his/her complaint and specifies the location for filing a complaint. A complainant may add as much text to explain the complaint as he/she wishes. (Education Code 35186; 5 CCR 4680)

The Superintendent or designee shall ensure that a notice is posted in each classroom in each school containing the components specified in Education Code 35186. (Education Code 35186)

Legal Reference:

EDUCATION CODE

234.1 Prohibition of discrimination, harassment, intimidation, and bullying

1240 County superintendent of schools, duties

17592.72 Urgent or emergency repairs, School Facility Emergency Repair Account

33126 School accountability report card

35186 Williams uniform complaint procedures

35292.5 Restrooms, maintenance and cleanliness

48985 Notice to parents in language other than English

60119 Hearing on sufficiency of instructional materials

CODE OF REGULATIONS, TITLE 5

4600-4670 Uniform complaint procedures

4680-4687 Williams uniform complaint procedures

*Management Resources:*WEB SITESCSBA: <http://www.csba.org>California County Superintendents Educational Services Association: <http://www.ccsesa.org>California Department of Education, Williams case: <http://www.cde.ca.gov/eo/ce/wc>State Allocation Board, Office of Public School Construction: <http://www.opsc.dgs.ca.gov>

Regulation

approved: April 10, 2007

revised: January 8, 2008

revised: August 11, 2009

revised: February 8, 2011

revised: October 14, 2014

SIERRA COUNTY OFFICE OF EDUCATION

Sierraville, California

Loyalton, California

Sierra County/Sierra-Plumas Joint USD

Exhibit

E 1312.4

Community Relations

WILLIAMS UNIFORM COMPLAINT PROCEDURES

NOTICE TO PARENTS/GUARDIANS, STUDENTS, AND TEACHERS: COMPLAINT RIGHTS

Parents/Guardians, Students, and Teachers:

Pursuant to Education Code 35186, you are hereby notified that:

1. There should be sufficient textbooks and instructional materials. That means each student, including an English learner, must have a textbook or instructional materials, or both, to use in class and to take home.
2. School facilities must be clean, safe, and maintained in good repair.
3. There should be no teacher vacancies or misassignments. There should be a teacher assigned to each class and not a series of substitutes or other temporary teachers. The teacher should have the proper credential to teach the class, including the certification required to teach English learners, if present.

Misassignment means the placement of a certificated employee in a teaching or services position for which the employee does not hold a legally recognized certificate or credential or the placement of a certificated employee in a teaching or services position that the employee is not otherwise authorized by statute to hold.

Teacher vacancy means a position to which a single designated certificated employee has not been assigned at the beginning of the year for an entire year or, if the position is for a one-semester course, a position to which a single designated certificated employee has not been assigned at the beginning of a semester for an entire semester.

A complaint form may be obtained at the school office or district office, or downloaded from the school or district web site at www.sierraofficeofeducation.org. You may also download a copy of the California Department of Education complaint form from the following web site:

<http://www.cde.ca.gov/re/cp/uc>.

However, a complaint need not be filed using either the district's complaint form or the complaint form from the California Department of Education.

SIERRA COUNTY OFFICE OF EDUCATION
SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT
Sierraville, California

Exhibit version: April 10, 2007
revised: January 8, 2008
revised: August 11, 2009
revised: September 11, 2012
revised: October 14, 2014

Loyalton, California

 Exhibit1312.4

COMPLAINT FORM: WILLIAMS UNIFORM COMPLAINT PROCEDURES

Note: Education Code 35186 creates a procedure for the filing of complaints concerning deficiencies in textbooks or instructional materials, conditions of facilities that are not maintained in a clean or safe manner or in good repair, or teacher vacancy or misassignment. The following form contains elements required by Education Code 35186 and 5 CCR 4681-4683. During the Federal Program Monitoring process, California Department of Education staff will check to ensure that the complaint form includes all of the elements specified below. This form is no longer applicable to complaints regarding deficiencies in intensive instruction and services to students who have not passed all parts of the high school exit examination by the end of grade 12 since that categorical program was eliminated by AB 97 (Ch. 47, Statutes of 2013).

Education Code 35186 creates a procedure for the filing of complaints concerning deficiencies related to instructional materials, conditions of facilities that are not maintained in a clean or safe manner or in good repair, or teacher vacancy or misassignment. The complaint and response are public documents as provided by law. Complaints may be filed anonymously. However, if you wish to receive a response to your complaint, you must provide the contact information below.

Response requested? Yes No

Contact information: (if response is requested)

Name: _____

Address: _____

Phone number: Day: _____ Evening: _____

E-mail address, if any: _____

Date problem was observed: _____

Location of the problem that is the subject of this complaint:

School name/address: _____

Course title/grade level and teacher name: _____

Room number/name of room/location of facility: _____

Only the following issues may be the subject of this complaint process. If you wish to complain about an issue not specified below, please contact the school or district for the appropriate district complaint procedure.

Specific issue(s) of the complaint: (Please check all that apply. A complaint may contain more than one allegation.)

1. Textbooks and instructional materials: (Education Code 35186; 5 CCR 4681)

- A student, including an English learner, does not have standards-aligned textbooks or instructional materials or state- or district-adopted textbooks or other required instructional materials to use in class.

- A student does not have access to textbooks or instructional materials to use at home or after school. This does not require two sets of textbooks or instructional materials for each student.
 - Textbooks or instructional materials are in poor or unusable condition, have missing pages, or are unreadable due to damage.
 - A student was provided photocopied sheets from only a portion of a textbook or instructional materials to address a shortage of textbooks or instructional materials.
2. Teacher vacancy or misassignment: (Education Code 35186; 5 CCR 4682)
- A semester begins and a teacher vacancy exists. A *teacher vacancy* is a position to which a single designated certificated employee has not been assigned at the beginning of the school year for an entire year or, if the position is for a one-semester course, a position to which a single designated certificated employee has not been assigned at the beginning of a semester for an entire semester.
 - A teacher who lacks credentials or training to teach English learners is assigned to teach a class with more than 20 percent English learners in the class.
 - A teacher is assigned to teach a class for which the teacher lacks subject matter competency.
3. Facilities conditions: (Education Code 17592.72, 35186, 35292.5; 5 CCR 4683)
- A condition exists that poses an emergency or urgent threat to the health or safety of students or staff including gas leaks; nonfunctioning heating, ventilation, fire sprinklers, or air-conditioning systems; electrical power failure; major sewer line stoppage; major pest or vermin infestation; broken windows or exterior doors or gates that will not lock and that pose a security risk; abatement of hazardous materials previously undiscovered that pose an immediate threat to students or staff; structural damage creating a hazardous or uninhabitable condition; and any other condition deemed appropriate by the district.
 - A school restroom has not been cleaned or maintained regularly, is not fully operational, or has not been stocked at all times with toilet paper, soap, or paper towels or functional hand dryers.
 - The school has not kept all restrooms open during school hours when students are not in classes and has not kept a sufficient number of restrooms open during school hours when students are in classes. This does not apply when temporary closing of the restroom is necessary for student safety or to make repairs.

Please describe the issue of your complaint in detail. You may attach additional pages and include as much text as necessary to fully describe the situation. For complaints regarding facilities conditions, please describe the emergency or urgent facilities condition and how that condition poses a threat to the health or safety of students or staff.

Please file this complaint at the following location:

Principal

Downieville Schools, Principal
130 School Street, P.O. Drawer B
Downieville, CA 95936

Principal

Loyalton Elementary School, Principal
111 Beckwith Road, P.O. Box 127
Loyalton, CA 96118

Principal

Loyalton High School, Principal
700 Fourth Street, P.O. Box 37
Loyalton, CA 96118

Please provide a signature below. If you wish to remain anonymous, a signature is not required. However, all complaints, even anonymous ones, should be dated.

(Signature)

(Date)

SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT
SIERRA COUNTY OFFICE OF EDUCATION
Loyalton, California

Exhibit

version: April 10, 2007

revised: February 8, 2011

revised: September 11, 2012

revised: June 17, 2013

revised: October 14, 2014

USE OF SCHOOL FACILITIES

Note: Education Code 38133 **mandates** that the Governing Board develop rules and regulations related to the management, direction, and control of school facilities. Pursuant to Education Code 38130-38138 (the Civic Center Act), school facilities are civic centers and, under certain circumstances, members of the school community must be allowed to use them for specified purposes. In granting access for use of school facilities to district residents and community groups, the Board must be careful to avoid discriminating against certain individuals, groups, or viewpoints and thereby violating constitutional requirements, including free speech rights. In Good News Club v. Milford Central School, the U.S. Supreme Court held that the school district violated the club's free speech rights when it denied the club use of school facilities for after-school meetings because of the religious nature of the meetings.

The Governing Board believes that school facilities and grounds are a vital community resource which should be used to foster community involvement and development. Therefore, the Board authorizes the use of school facilities by district residents and community groups for purposes specified in the Civic Center Act, to the extent that such use does not interfere with school activities or other school-related uses.

(cf. 6145.5 - Student Organizations and Equal Access)

The Superintendent or designee shall give priority to school-related activities in the use of school facilities and grounds. Other uses authorized under the Civic Center Act shall be on a first-come, first-served basis.

Note: Pursuant to Education Code 38133, the Board is **mandated** to develop rules and regulations which must include the items specified below for the management, direction, and control of school facilities.

For the effective management and control of school facilities and grounds, the Superintendent or designee shall maintain procedures and regulations that: (Education Code 38133)

1. Aid, encourage, and assist groups desiring to use school facilities for approved activities
2. Preserve order in school facilities and on school grounds and protect school facilities, designating a person to supervise this task, if necessary

(cf. 0450 - Comprehensive School Safety Plan)
(cf. 3516 - Emergencies and Disaster Preparedness Plan)

3. Ensure that the use of school facilities or grounds is not inconsistent with their use for school purposes and does not interfere with the regular conduct of school work

Note: The following paragraph is **optional** and may be modified to reflect district practice.

Subject to prior approval by the Board, the Superintendent or designee may grant the use of school facilities or grounds on those days on which district schools are closed. (Education Code 37220)

(cf. 6115 - Ceremonies and Observances)

There shall be no advertising on school facilities and grounds except as allowed by district policy specified in BP 1325 - Advertising and Promotion.

(cf. 1325 - Advertising and Promotion)

Note: The following **optional** paragraph may be modified to reflect district practice. A district may enter into an agreement with another entity for the joint use of school facilities or grounds. For considerations to guide the development of such an agreement, see BP 1330.1 - Joint Use Agreements. Any district interested in entering into any such agreement is also encouraged to review CSBA's policy brief Maximizing Opportunities for Physical Activity Through Joint Use of Facilities and CSBA's publication Building Healthy Communities: A School Leader's Guide to Collaboration and Community Engagement for tips regarding successful collaboration, information about funding sources for joint use, suggested components of joint use agreements, model agreements, and additional resources.

As necessary to ensure efficient use of school facilities, the Superintendent or designee may, with the Board's approval, enter into an agreement for the joint use of any school facilities or grounds. The Board shall approve any such agreement only if it determines that it is in the best interest of the district and the community.

(cf. 1330.1 - Joint Use Agreements)

Fees

Note: Education Code 38134 authorizes districts to charge an amount "not exceeding" direct costs for the use of school facilities or grounds by community groups and entities. Pursuant to 5 CCR 14041, as added by Register 2014, No. 19, the Board is required to adopt a fee schedule that specifies the hourly fee to be charged by the district either for specific school facilities and grounds or for types or categories of school facilities or grounds (e.g., all gymnasiums or playgrounds), when the district chooses to charge fees for community use of school facilities and grounds.

The Board shall adopt a comprehensive schedule of fees to be charged for community use of school facilities and grounds, including, but not limited to, the multipurpose room(s), playing or athletic field(s), track and field venue(s), tennis court(s), and outdoor basketball court(s). The schedule of fees shall be prepared in accordance with 5 CCR 14037-14041. (5 CCR 14041)

(cf. 9320 - Meetings and Notices)

Note: In addition, Education Code 38134 **mandates** each district to adopt a policy specifying the activities and organizations that shall be charged an amount not to exceed direct costs. 5 CCR 14037-14041, as added by Register 2014, No. 19, contain specific rules adopted by the State Board of Education for determining "direct costs" to be charged for use of school facilities and grounds.

The options below provide suggestions on how districts that choose to charge up to direct costs may categorize activities and organizations for that purpose. Option 1 is for use by districts that choose to charge an amount "not exceeding" direct costs to all community groups. Option 2 is for use by districts that choose to grant free use to nonprofit groups organized to promote youth and school activities but charge other groups an amount "not exceeding" direct costs. Option 3 is for use by districts that grant free use to school-related organizations only.

However, regardless of the option chosen, there is an exception for the use of school facilities and grounds for religious services, as noted below.

OPTION 1: (Amount not exceeding direct costs to all community groups)

The Board believes that the use of school facilities or grounds should not result in costs to the district. The Superintendent or designee shall charge all groups granted the use of school facilities or grounds under the Civic Center Act an amount not exceeding direct costs determined in accordance with 5 CCR 14037-14041. (Education Code 38134)

OPTION 2: (No charge to nonprofit youth and school-oriented organizations)

Note: This option reflects the common practice among districts to allow free use of school facilities by nonprofit organizations, clubs, and organizations that promote youth and school activities, including the YMCA and religious organizations or churches that arrange for and supervise sports league activities for youth, pursuant to Education Code 38134.

Districts that wish to give free use to some groups, but charge other groups, should proceed cautiously and ensure that such free use or discount is granted on a reasonable and nondiscriminatory basis. It is strongly recommended that districts consult legal counsel before deciding which groups will or will not be charged and, based upon legal counsel's advice, decide whether it would be appropriate to specifically name in the district's policy the community groups that will or will not be charged.

The Board authorizes the use of school facilities or grounds without charge by nonprofit organizations, clubs, or associations organized to promote youth and school activities. As specified in Education Code 38134(a), these groups include, but are not limited to, Girl Scouts, Boy Scouts, Camp Fire USA, YMCA, parent-teacher associations, and school-community advisory councils. Other groups that request the use of school facilities under the Civic Center Act, including nonprofit groups not organized to promote youth and school activities and for-profit groups, shall be charged an amount not exceeding direct costs determined in accordance with 5 CCR 14037-14041. (Education Code 38134)

OPTION 3: (No charge to school-related organizations)

The Board shall grant the use of school facilities or grounds without charge to school-related organizations whose activities are directly related to or for the benefit of district schools. All other groups requesting the use of school facilities under the Civic Center Act shall be charged an amount not exceeding direct costs determined in accordance with 5 CCR 14037-14041.

Note: **The remainder of this section is for use by all districts** regardless of the option chosen above.

Pursuant to Education Code 38134, any group authorized to use school facilities for religious services must be charged "at least" direct costs.

Additionally, when any use of school facilities or grounds is for religious services, the district shall charge an amount at least equal to the district's direct costs. (Education Code 38134)

Note: The following paragraph provides specific guidance for calculating "direct costs" that a district may charge community groups and organizations for the use of school facilities or grounds. Pursuant to 5 CCR 14038, as added by Register 2014, No. 19, the district must determine the "proportionate share" of allowable capital and operational direct costs as provided below.

In determining direct costs to be charged for community use of each, or each type of, school facility or grounds, the Superintendent or designee shall calculate, in accordance with 5 CCR 14038, the community's proportionate share of the following costs: (Education Code 38134; 5 CCR 14038-14041)

1. Capital direct costs calculated in accordance with 5 CCR 14039, including the estimated costs of maintenance, repair, restoration, and refurbishment of non-classroom space school facilities or grounds

However, capital direct costs shall not be charged to organizations retained by the district or school to provide instruction or instructional activities to students during school hours or for classroom-based programs that operate after school hours, including, but not limited to, after-school, tutoring, and child care programs. (5 CCR 14037)

(cf. 5148 - Child Care and Development)
(cf. 5148.2 - Before/After School Programs)

- Operational direct costs calculated in accordance with 5 CCR 14040, including estimated costs of supplies, utilities, janitorial services, other services of district employees and/or contracted workers, and salaries and benefits paid to district employees directly associated with the administration of the Civic Center Act to operate and maintain school facilities and grounds

Note: The following **optional** paragraph applies to districts that choose to discount direct cost fees based on the type or category of the applicant, such as to groups with tax-exempt status as authorized pursuant to 5 CCR 14041, added by Register 2014, No. 19.

Direct cost fees shall not be discounted to any group or organization except when the discount is specifically authorized in the adopted fee schedule. (5 CCR 14041)

Note: Education Code 38134 requires the district to charge fair rental value when facilities are used for fundraising activities which are not beneficial to youth, public school activities, or charitable purposes, under the conditions specified below. "Fair rental value" is defined as direct costs plus the amortized costs of the school facilities or grounds used for the duration of the activity.

Groups shall be charged fair rental value when using school facilities or grounds for entertainment or meetings where admission is charged or contributions solicited and net receipts are not to be expended for charitable purposes or for the welfare of the district's students. (Education Code 38134)

Expending Funds Collected as Capital Direct Costs

Note: Pursuant to 5 CCR 14042, added by Register 2014, No. 19, funds collected as capital direct costs must be expended as specified in the following **optional** paragraph.

Any funds collected as capital direct costs shall be deposited into a special fund to be used only for capital maintenance, repair, restoration, and refurbishment of school facilities and grounds. (5 CCR 14042)

Legal Reference:

EDUCATION CODE

10900-10914.5 Community recreation programs

32282 School safety plan

37220 School holidays

38130-38138 Civic Center Act, use of school property for public purposes

BUSINESS AND PROFESSIONS CODE

25608 Alcoholic beverage on school premises

GOVERNMENT CODE

54950-54963 The Ralph M. Brown Act

MILITARY AND VETERANS CODE

1800 Definitions

CODE OF REGULATIONS, TITLE 5

14037-14042 Proportionate direct costs for use of school facilities and grounds

UNITED STATES CODE, TITLE 20

7905 *Equal access to public school facilities*

COURT DECISIONS

Good News Club v. Milford Central School, (2001) 533 U.S. 98

Lamb's Chapel v. Center Moriches Union Free School District, (1993) 508 U.S. 384

Cole v. Richardson, (1972) 405 U.S. 676

Connell v. Higgenbotham, (1971) 403 U.S. 207

ACLU v. Board of Education of Los Angeles, (1961) 55 Cal .2d 167

Ellis v. Board of Education, (1945) 27 Cal.2d 322

ATTORNEY GENERAL OPINIONS

82 *Ops.Cal.Atty.Gen.* 90 (1999)

79 *Ops.Cal.Atty.Gen.* 248 (1996)

Management Resources:

CSBA PUBLICATIONS

Maximizing Opportunities for Physical Activity Through Joint Use of Facilities, Policy Brief, February 2010

Building Healthy Communities: A School Leader's Guide to Collaboration and Community Engagement, 2009

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

Policy
adopted:

CSBA MANUAL MAINTENANCE SERVICE
August 2014

Sierra County/Sierra-Plumas Joint USD

Administrative Regulation

Certificated Personnel

AR 4112.2(a)

CERTIFICATION

Verification of Credentials

The Superintendent or designee shall verify that each employee in a position requiring certification qualifications possesses a valid certification document issued by the Commission on Teacher Credentialing (CTC). Such verification shall occur not later than 60 days after the commencement of employment or the renewal of a credential. (Education Code 44857)

(cf. 4112.21 - Interns)

(cf. 4112.22 - Staff Teaching English Language Learners)

(cf. 4112.23 - Special Education Staff)

(cf. 4112.24 - Teacher Qualifications Under the No Child Left Behind Act)

(cf. 4121 - Temporary/Substitute Personnel)

(cf. 5148 - Child Care and Development)

(cf. 6178 - Career Technical Education)

(cf. 6200 - Adult Education)

The Superintendent or designee shall maintain records of the appropriate certification of all employees serving in certificated positions.

(cf. 3580 - District Records)

(cf. 4112.6/4212.6/4312.6 - Personnel Files)

Basic Skills Proficiency

The district shall not initially hire a person in a position requiring certification, on a permanent, temporary, or substitute basis, unless that person has demonstrated basic skills proficiency in reading, writing, and mathematics or is specifically exempted from the requirement by law. (Education Code 44252, 44252.6, 44830)

The district may hire a certificated employee who has not taken a test of basic skills proficiency if he/she has not yet been afforded the opportunity to take the test, provided that he/she takes the test at the earliest opportunity. The employee may remain employed by the district pending the receipt of his/her test results. (Education Code 44830)

An out-of-state prepared teacher shall meet the basic skills requirement within one year of being issued a California preliminary credential by the CTC unless he/she has completed a basic skills proficiency test in another state or is otherwise exempted by law. The district shall develop a basic skills proficiency test, which shall be at least equivalent to the district test required for high school graduation, for purposes of assessing out-of-state prepared teachers pending completion of the basic skills requirement. (Education Code 44252, 44274.2; 5 CCR 80071.4, 80413.3)

(cf. 6146.1 - High School Graduation Requirements)

(cf. 6146.2 - Certificate of Proficiency)

(cf. 6162.5 - High School Exit Examination)

Any person holding or applying for a "designated subjects special subjects" credential which does not require possession of a bachelor's degree shall pass a district proficiency test in lieu of meeting the state basic skills

proficiency requirement. (Education Code 44252, 44830)

The district may charge a fee to cover the costs of developing, administering, and grading the district proficiency test. (Education Code 44252, 44830)

Short-Term Staff Permit

The district may request that the CTC issue a short-term staff permit (STSP) to a qualified applicant whenever there is a need to immediately fill a classroom based on unforeseen circumstances, including, but not limited to: (5 CCR 80021)

1. Enrollment adjustments requiring the addition of another teacher
2. Inability of the teacher of record to finish the school year due to approved leave or illness
3. The applicant's need for additional time to complete preservice requirements for enrollment into an approved intern program
4. Inability of the applicant to enroll in an approved intern program due to timelines or lack of space in the program
5. Unavailability of a third-year extension of an intern program or the applicant's withdrawal from an intern program

The Superintendent or designee shall ensure that the applicant possesses a bachelor's or higher degree from a regionally accredited college or university, has met the basic skills proficiency requirement unless exempted by state law or regulations, and has satisfied the coursework/experience requirements specified in 5 CCR 80021 for the multiple subject, single subject, or education specialist STSP as appropriate. (5 CCR 80021)

When requesting issuance of an STSP, the Superintendent or designee shall submit to the CTC: (5 CCR 80021)

1. Verification that the district has conducted a local recruitment for the permit being requested
2. Verification that the district has provided the permit holder with orientation to the curriculum and to instruction and classroom management techniques and has assigned a mentor teacher for the term of the permit

(cf. 4131 - Staff Development)

(cf. 4131.1 - Teacher Support and Guidance)

3. Written justification for the permit signed by the Superintendent or designee

The holder of an STSP may be assigned to provide the same service as a holder of a multiple subject, single subject, or education specialist credential in accordance with the authorizations specified on the permit. (5 CCR 80021)

Provisional Internship Permit

Before requesting that the CTC issue a provisional internship permit (PIP), the district shall conduct a

diligent search for a suitable credentialed teacher or intern, including, but not be limited to, distributing job announcements, contacting college and university placement centers, and advertising in print or electronic media. (5 CCR 80021.1)
(*cf. 4111/4211/4311 - Recruitment and Selection*)

Whenever a suitable credentialed teacher cannot be found after a diligent search, the Superintendent or designee may request that the CTC issue a PIP to an applicant who possesses a bachelor's or higher degree from a regionally accredited college or university, has met the basic skills proficiency requirement unless exempted by state law or regulations, and has satisfied the coursework/experience requirements specified in 5 CCR 80021.1 for the multiple subject, single subject, or education specialist PIP as appropriate. (5 CCR 80021.1)

When submitting the request for a PIP, the district shall provide verification of all of the following: (5 CCR 80021.1, 80026.5)

2. Orientation, guidance, and assistance shall be provided to the permit holder as specified in 5 CCR 80026.5.

The orientation shall include, but not be limited to, an overview of the curriculum the permit holder is expected to teach and effective instruction and classroom management techniques at the permit holder's assigned level. The permit holder also shall receive guidance and assistance from an experienced educator who is a certificated district employee or a certificated retiree from a California district or county office of education and who has completed at least three years of full-time classroom teaching experience.

3. The district shall assist the permit holder in developing a personalized plan through a district-selected assessment that would lead to subject-matter competence related to the permit.
4. The district shall assist the permit holder to seek and enroll in subject-matter training, such as workshops or seminars and site-based courses, along with training in test-taking strategies, and shall assist the permit holder in meeting the credential subject-matter competence requirement related to the permit.
5. A notice of intent to employ the applicant in the identified position has been made public.

The district shall submit a copy of the agenda item presented at a public Board of Education meeting which shall state the name of the applicant, the assignment in which the applicant will be employed including the name of the school, subject(s), and grade(s) that he/she will be teaching, and that the applicant will be employed on the basis of a PIP. The district also shall submit a signed statement from the Superintendent or designee that the agenda item was acted upon favorably.

6. The candidate has been apprised of steps to earn a credential and enroll in an intern program.

The holder of a PIP may be assigned to provide the same service as a holder of a multiple subject, single subject, or education specialist credential in accordance with the authorizations specified on the permit. (5 CCR 80021.1)

Long-Term Emergency Permits

As necessary, the Superintendent or designee may request that the CTC issue an emergency resource

specialist permit, emergency teacher librarian services permit, emergency crosscultural language and academic development permit, or emergency bilingual authorization permit. (5 CCR 80024.3.1, 80024.6, 80024.7, 80024.8)

The Superintendent or designee shall provide any first-time recipient of an emergency teaching permit with an orientation which, to the extent reasonably feasible, shall occur before he/she begins a teaching assignment. The Superintendent or designee may vary the nature, content, and duration of the orientation to match the amount of training and experience previously completed by the emergency permit teacher. The orientation shall include, but not be limited to, the curriculum the teacher is expected to teach and effective techniques of classroom instruction and classroom management at the assigned grade-level span. The emergency permit holder also shall receive guidance and assistance from an experienced educator who is a certificated district employee or a certificated retiree from a California district or county office of education and who has completed at least three years of full-time classroom teaching experience. (5 CCR 80026.5)
(*cf. 4117.14/4317.14 - Postretirement Employment*)

Emergency Substitute Teaching Permits

For day-to-day substitute teaching at any grade level, the district may employ a person with an emergency substitute permit issued by the CTC, provided that:

1. A person holding an emergency 30-day substitute teaching permit, or any valid teaching or services credential that requires at least a bachelor's degree and completion of the CBEST, shall not serve as a substitute for more than 30 days for any one teacher during the school year. He/she shall not serve as a substitute in a special education classroom for more than 20 days for any one teacher during the school year. (5 CCR 80025, 80025.3, 80025.4)
2. A person with an emergency career substitute teaching permit shall not serve as a substitute for more than 60 days for any one teacher during the school year. (5 CCR 80025.1)
3. A person with an emergency substitute teaching permit for prospective teachers shall not serve as a substitute for more than 30 days for any one teacher during the school year and not more than 90 days total during the school year. (5 CCR 80025.2)
4. A person with an emergency designated subjects 30-day substitute teaching permit for career technical education shall teach only in a program of technical, trade, or vocational education and not serve as a substitute for more than 30 days for any one teacher during the school year. (5 CCR 80025.5)

Before employing a person with an emergency substitute permit pursuant to item #1 or 4 above, the Superintendent or designee shall prepare and keep on file a signed Statement of Need for the school year. The Statement of Need shall describe the situation or circumstances that necessitate the use of a 30-day substitute permit holder and state either that a credentialed person is not available or that the available credentialed person does not meet the district's specified employment criteria. (5 CCR 80025, 80025.5)

Regulation

approved: April 10, 2007

revised: September 13, 2011

revised: October 14, 2014

SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT
SIERRA COUNTY OFFICE OF EDUCATION
Sierraville, California

Loyalton, California

Sierra County/Sierra-Plumas Joint USD

Board Policy

Certificated Personnel

BP 4112.2(a)

CERTIFICATION

The Governing Board recognizes that the district's ability to provide a high-quality educational program is dependent upon the employment of certificated staff who are adequately prepared and have demonstrated proficiency in basic skills and in the subject matter to be taught. The Superintendent or designee shall ensure that persons employed to fill positions requiring certification qualifications possess the appropriate credential, permit, or other certification document from the Commission on Teacher Credentialing (CTC) and fulfill any additional state, federal, or district requirements for the position.

(cf. 4111/4211/4311 - Recruitment and Selection)
(cf. 4112.21 - Interns)
(cf. 4112.22 - Staff Teaching English Language Learners)
(cf. 4112.23 - Special Education Staff)
(cf. 4112.24 - Teacher Qualifications Under the No Child Left Behind Act)
(cf. 4112.5/4312.5 - Criminal Record Check)
(cf. 4113 - Assignment)
(cf. 4121 - Temporary/Substitute Personnel)
(cf. 5148 - Child Care and Development)
(cf. 6178 - Career Technical Education)
(cf. 6200 - Adult Education)

The Superintendent or designee may provide assistance and support to teachers holding preliminary credentials to help them meet the qualifications required for the clear credential.

(cf. 4131 - Staff Development)
(cf. 4131.1 - Teacher Support and Guidance)

Priorities for Hiring Based on Unavailability of Credentialed Teacher

The Superintendent or designee shall make reasonable efforts to recruit a fully prepared teacher for each assignment. Whenever a teacher with a clear or preliminary credential is not available, the Superintendent or designee shall make reasonable efforts to recruit an individual for the assignment in the following order: (Education Code 44225.7)

1. A candidate who is qualified to participate in and enrolls in an approved intern program in the region of the district
2. A candidate who is scheduled to complete preliminary credential requirements within six months and who holds a provisional internship permit (PIP) or short-term staff permit issued by the CTC

The Board shall approve, as an action item at a public Board meeting, a notice of its intent to employ a PIP applicant for a specific position. (5 CCR 80021.1)

3. As a last resort, an individual who holds an emergency permit issued by the CTC or for whom

a credential waiver has been granted by the CTC

Prior to requesting that the CTC issue an emergency permit pursuant to item #3 above or a limited assignment permit which allows a fully credentialed teacher to teach outside of his/her area of certification while working toward an added or supplementary authorization, the Board shall annually approve a Declaration of Need for Fully Qualified Educators. The Declaration of Need shall be approved by the Board as an action item at a regularly scheduled public Board meeting, with the entire Declaration of Need being included in the Board agenda. (Education Code 44225, 44225.7; 5 CCR 80023.2, 80026, 80027, 80027.1)

The Declaration of Need shall certify that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) and that the district has made reasonable efforts to recruit individuals who meet the qualifications specified in items #1-2 above. The Declaration of Need shall also indicate the number and type of emergency permits that the district estimates it will need during the valid period of the Declaration of Need, based on the previous year's actual needs and projections of enrollment. Whenever the actual number of permits needed exceeds the estimate by 10 percent, the Board shall revise and resubmit the Declaration of Need. (5 CCR 80026)

Whenever it is necessary, to employ noncredentialed teachers to fill a position requiring certification qualifications, the Superintendent or designee shall provide support and guidance in accordance with law to ensure the quality of the instructional program.

National Board for Professional Teaching Standards Certification

The Board encourages district teachers to voluntarily complete the requirements for the advanced certification awarded by the National Board for Professional Teaching Standards.

The Superintendent or designee shall inform all teachers about the program and how to acquire the necessary application and information materials. In accordance with the collective bargaining agreement and the district budget, the Superintendent or designee may provide release time, fee support, a stipend upon completion, or other support to teachers participating in the program.

(cf. 4161.3 - Professional Leaves

Legal Reference:

EDUCATION CODE

8360-8370 *Qualifications of child care personnel*

32340-32341 *Unlawful issuance of a credential*

35186 *Complaints regarding teacher vacancy or misassignment*

44066 *Limitations on certification requirements*

44200-44399.1 *Teacher credentialing, especially:*

44250-44277 *Credential types; minimum requirements*

44300-44302 *Emergency permit*

44325-44328 *District interns*

44330-44355 *Certificates and credentials*

44420-44440 *Revocation and suspension of credentials*

44450-44468 *University intern program*

44830-44929 *Employment of certificated persons; requirement of proficiency in basic skills*

56060-56063 *Substitute teachers in special education*

CODE OF REGULATIONS, TITLE 5

6100-6126 *Teacher qualifications, No Child Left Behind Act*

80001-80674.6 *Commission on Teacher Credentialing*

UNITED STATES CODE, TITLE 20

6319 *Highly qualified teachers*

7801 *Definitions, highly qualified teacher*

CODE OF FEDERAL REGULATIONS, TITLE COURT DECISIONS

Association of Mexican-American Educators et al. v. State of California and the Commission on Teacher

Credentialing, (1993) 836 F.Supp. 1534

Management Resources:

COMMISSION ON TEACHER
CREDENTIALING PUBLICATIONS

CL-667 Basic Skills Requirement

CL-856 Provisional Internship Permit

CL 858 Short-Term Staff Permit

13-01 Hiring Hierarchy in Education Code
44225.7, Coded Correspondence, January 30,
2013

Subject Matter Authorization Guideline Book,
2012

Supplementary Authorization Guideline Book,
2012

California Standards for the Teaching

34

200.61 Parent notification regarding teacher
qualifications

200.55-200.57 Highly qualified teachers

Profession, 2009

The Administrator's Assignment Manual, rev.
September 2007

WEB SITES

CSBA: <http://www.csba.org>

Commission on Teacher Credentialing:
<http://www.ctc.ca.gov>

Commission on Teacher Credentialing,
Credential Information Guide (for employers'
use only): <http://www.ctc.ca.gov/credentials/cig>
National Board for Professional Teaching
Standards: <http://www.nbpts.org>

U.S. Department of Education:
<http://www.ed.gov>

SIERRA COUNTY OFFICE OF EDUCATION
SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT

Policy

adopted: April 10, 2007

revised: October 14, 2014

Sierraville, California
Loyalton, California

Sierra County/Sierra-Plumas Joint USD

Administrative Regulation

INTERNS

Certificated Personnel

AR 4112.21

Memorandum of Understanding

Before interns employed by the district assume daily teaching responsibilities, a signed memorandum of understanding shall be in place between the district and the partner college/university detailing the support and supervision that will be provided to interns. (5 CCR 80033)

(cf. 4112.2 - Certification)

The memorandum of understanding shall include, but not be limited to:

1. Specific responsibilities of the program supervisor
2. Qualifications, identification, terms of employment, roles and responsibilities, and training of individual(s) to provide on-site support to interns
3. Allocation of additional personnel, time, and resources for interns who have not yet earned an English learner authorization
4. Expectations regarding the type and frequency of support
5. The process of communication between the program supervisor and on-site support personnel
6. Documentation, monitoring, and evaluation of site support

The district may enter into an agreement to employ college/university staff to supervise interns and may pay for the supervision of interns out of district funds. Salary payments may be met by proportionately reducing the salaries of paid interns, provided that no more than eight interns are supervised by one staff member, the district salary normally paid to interns is not reduced by more than one-eighth, and the intern is not paid less than the minimum salary required by the state for a regularly certificated teacher. (Education Code 44461-44462)

Support and Supervision of Interns

The Superintendent or designee shall collaborate with the college/university teacher preparation program to design structured guidance of interns, regular site-based support and supervision, and a sequence of supervised fieldwork that includes planned observations, consultations, reflections, and individual and small-group teaching opportunities.

(cf. 4131 - Staff Development)

(cf. 4131.1 - Teacher Support and Guidance)

Support and supervision provided to interns shall include the following: (Education Code 44830.3; 5 CCR 80033)

1. **Professional Development Plan:** The Superintendent or designee shall, in cooperation with the college/university, counsel each intern and, with the concurrence of the intern, shall develop a plan for the intern to complete the requirements to earn a credential in the content or specialty area(s) of the intern credential.

The plan shall include the components described in Education Code 44830.3, including, but not limited to,

provisions for at least 120 clock hours (or the semester or quarter unit equivalent) of mandatory preservice training tailored to the grade level or class to be taught, additional instruction during the first semester or first year of service when required, and an annual evaluation of the intern.

2. Assignment of Mentor Teacher: Before an intern assumes daily teaching responsibilities, the Superintendent or designee shall assign him/her a mentor teacher who possesses a valid corresponding life or clear teaching credential and a minimum of three years of successful teaching experience.

The intern shall receive support from a mentor teacher who is assigned to the same school. If two or more mentor teachers are assigned to an intern, at least one of them shall be experienced in the curricular area(s) of the intern's assignment.

3. Support During School Year: Support and supervision shall include coaching, modeling, and demonstrating within the classroom. In addition, the intern shall receive assistance with course planning and with problem-solving regarding students, curriculum, and effective teaching methodologies.

Such support and supervision shall be provided for a minimum of 144 hours per school year or, for late hires, four hours multiplied by the number of instructional weeks remaining in the school year. At least two hours of support and supervision shall be provided every five instructional days.

4. Additional Support Addressing the Needs of English Learners: For any intern who enters the intern program without a valid English learner authorization, bilingual authorization, or crosscultural, language, and academic development certificate, the Superintendent or designee shall identify an individual who will be immediately available to assist the intern with planning lessons that are appropriately designed and differentiated for English learners, for assessing language needs and progress, and for support of language-accessible instruction through in-classroom modeling and coaching as needed. This individual may be the same mentor identified in item #2 above, provided he/she possesses an English learner authorization and will be immediately available to assist the intern.

In addition, the district and college/university shall provide such interns with additional support and supervision, including in-classroom coaching, specific to the needs of English learners. Such support and supervision shall be provided for 45 hours per school year or, for late hires, five hours multiplied by the number of months remaining in the school year.

An intern who passes the California Teaching English Learners examinations may be exempted from these requirements.

(cf. 4112.22 - Staff Teaching English Language Learners)

Early Completion Option

The Superintendent or designee shall inform qualified interns preparing for a multiple or single subject credential of the early completion option which allows them to challenge certain requirements of the intern program in areas where they have demonstrated competence.

In order to complete the intern program early and be recommended for a preliminary credential, candidates shall meet all requirements of the intern credential and the additional assessments and coursework specified in Education Code 44468.

Policy
adopted: April 10, 2007
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SIERRA COUNTY OFFICE OF EDUCATION
SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT
Sierraville, California
Loyalton, California

Sierra County/Sierra-Plumas Joint USD

Board Policy

Interns

Certificated Personnel

BP 4112.21

INTERNS

The district may employ interns as necessary to fulfill the need for sufficient instructional staff and to provide future teachers an opportunity to link teaching theory with practice in order to meet state credentialing requirements. In addition, the district may employ teachers who already possess a preliminary or clear credential and are pursuing a credential in a different specialization as interns for positions that require such other credential.

(cf. 4112.2 - Certification)

(cf. 4112.22 - Staff Teaching English Language Learners)

(cf. 4112.23 - Special Education Staff)

The district may enter into partnership agreements with one or more approved teacher preparation programs sponsored by colleges or universities and/or may provide a district intern program with approval of the Commission on Teacher Credentialing (CTC). Any intern program in which the district participates shall be aligned with the preconditions and program standards adopted by the CTC.

The Superintendent or designee shall make reasonable efforts to recruit an intern from an approved program within the region whenever a teacher with a preliminary or clear credential is not available for a position requiring certification. (Education Code 44225.7)

(cf. 4111/4211/4311 - Recruitment and Selection)

The Superintendent or designee shall ensure that any intern employed by the district possesses an appropriate intern credential and is adequately prepared for the responsibilities of the position.

An intern may be assigned to provide the same service as a holder of a regular multiple subject, single subject, or education specialist credential in accordance with the authorizations and grade/age level specified on the intern credential. (Education Code 44454, 44325, 44326, 44830.3)

(cf. 4113 - Assignment)

An intern may be assigned to teach core academic subjects, as defined in law, if he/she meets the definition of a "highly qualified" teacher adopted by the State Board of Education. (20 USC 6319, 7801; 5 CCR 6100-6112)

(cf. 4112.24 - Teacher Qualifications Under the No Child Left Behind Act)

Terms of employment for interns shall be consistent with law and the district's collective bargaining agreement, as applicable.

(cf. 4116 - Probationary/Permanent Status)

(cf. 4141/4241 - Collective Bargaining Agreement)

Interns shall receive intensive, structured supervision and ongoing support by qualified personnel in order to enhance their instructional skills and knowledge. The Superintendent or designee shall ensure that district staff serving as supervisors, mentor teachers, or other support providers receive appropriate training to fulfill their responsibilities and that they maintain frequent communication with the interns they are assigned to assist.

(cf. 4131 - Staff Development)

(cf. 4131.1 - Teacher Support and Guidance)

Interns shall be provided with ongoing feedback regarding their performance and shall be formally evaluated in accordance with Board policy and the district's collective bargaining agreement.

(cf. 4115 - Evaluation/Supervision)

Upon receiving notification from the Superintendent or designee that an intern has successfully completed the program, the Governing Board may recommend to the CTC that the intern be awarded a preliminary credential. (Education Code 44328, 44468, 44830.3)

The Board shall regularly evaluate the effectiveness of the intern program(s) to determine whether changes are needed in the support and/or assignment of interns. The Board's evaluation shall be based on a report by the Superintendent or designee, including, but not limited to, data on student performance in classes taught by interns, feedback from interns and supervisors, and the number of interns who successfully complete the program and obtain general education or education specialist credentials.

(cf. 0500 - Accountability)

Legal Reference:

EDUCATION CODE

300-340 English language education for immigrant children

44225 Credentials, responsibilities of Commission on Teacher Credentialing

44225.7 Priority for hiring fully prepared teacher

44253.3-44253.4 Certificate to provide services to English learners

44253.10 Qualifications to provide specially designed academic instruction in English

44259 Minimum requirements for teaching credential

44314 Diversified or liberal arts program

44321 CTC approval of intern programs

44325-44328 District interns

44339-44341 Teacher fitness

44450-44468 Teacher Education Internship Act of 1967 (university interns)

44830.3 Employing district interns

44885.5 District interns classified as probationary employees

CODE OF REGULATIONS, TITLE 5

6100-6126 No Child Left Behind teacher requirements

80021.1 Provisional internship permit

80033 Intern teaching credential

80055 Intern credential, extension for extenuating circumstances

UNITED STATES CODE, TITLE 20

6319 Highly qualified teachers

7801 Definitions, highly qualified teacher

7801 Note Applicability of federal regulation defining interns as highly qualified teachers

COURT DECISIONS

Renee v. Duncan, 686 F.3d 1002 (2012)

Management Resources:

COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS

CL-840 Early Completion Option

SB 2042 Multiple Subject and Single Subject Preliminary Credential Program Standards, rev. February 2014
Intern Preservice, Support and Supervision Requirements: Preparation to Teach English Learners, Program
Sponsor Alert 13-06, June 3, 2013

Education Specialist Teaching and Other Related Services Credential Program Standards, rev. May 2013

California Standards for the Teaching Profession, October 2009

Hiring Hierarchy in Education Code 44225.7, Coded Correspondence 13-01, January 30, 2013

Administrator's Assignment Manual, 2008

COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS (continued)

Preparation of Intern Credential Holders Prior to Service as Teacher of Record as an Intern, Coded
Correspondence 08-03, March 3, 2008

U.S. DEPARTMENT OF EDUCATION GUIDANCE

Improving Teacher Quality State Grants, rev. October 5, 2006

WEB SITES

CSBA: <http://www.csba.org>

Commission on Teacher Credentialing, Interns: <http://www.ctc.ca.gov/educator-prep/intern>

U.S. Department of Education: <http://www.ed.gov>

SIERRA COUNTY OFFICE OF EDUCATION
 SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT

Policy

adopted: April 10, 2007

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Sierraville, California

Loyalton, California

Sierra County/Sierra-Plumas Joint USD

Administrative Regulation

Certificated Personnel

AR 4115

EVALUATION/SUPERVISION

Evaluation of certificated employees shall be conducted in accordance with the procedures established in this administrative regulation and applicable collective bargaining agreements. To the extent that any of those provisions conflict, the procedures in the collective bargaining agreement shall be implemented.

(cf. 4141/4241 - Collective Bargaining Agreement)

The Superintendent or designee shall print and make available to certificated employees written regulations related to the evaluation of their performance in their assigned duties. (Education Code 35171)

(cf. 4112.9 - Employee Notifications)

Frequency of Evaluations

Each probationary certificated employee shall be evaluated at least once each school year. (Education Code 44664)

(cf. 4116 - Probationary/Permanent Status)
(cf. 4117.6 - Decision Not to Rehire)

Each certificated employee with permanent status shall be evaluated and assessed at least every other year. If the employee receives an unsatisfactory evaluation, he/she shall be annually evaluated until he/she achieves a positive evaluation or is separated from the district. (Education Code 44664)

(cf. 4117.4 - Dismissal)

Alternatively, if the evaluator and employee agree, a permanent employee shall be evaluated at least every five years provided he/she has been employed by the district at least 10 years, was rated in his/her previous evaluation as meeting or exceeding standards, and meets the qualifications of a highly qualified teacher as defined in 20 USC 7801, if his/her position requires such qualifications. Either the evaluator or the employee may withdraw consent for the alternative schedule at any time. (Education Code 44664)

(cf. 4112.24 - Teacher Qualifications Under the No Child Left Behind Act)

Evaluation Results

Certificated instructional employees shall receive a written copy of their evaluation no later than 30 days before the last scheduled school day of the school year in which the evaluation takes place. Before the last scheduled school day of the school year, the employee and the evaluator shall meet to discuss the evaluation. (Education Code 44663)

Noninstructional certificated staff members employed on a 12-month basis shall receive a copy of their evaluation no later than June 30 of the year in which the evaluation takes place. Before July 30, the

employee and the evaluator shall meet to discuss the evaluation. (Education Code 44663)

Instructional and noninstructional certificated employees shall have the right to respond in writing to their evaluation. This response shall become a permanent attachment to the employee's personnel file. (Education Code 44663)

(cf. 4112.6/4212.6/4312.6 - Personnel Files)

Evaluations shall include recommendations, if necessary, as to areas in need of improvement in the employee's performance. If an employee is not performing satisfactorily according to teaching standards approved by the Board of Education pursuant to Education Code 44662, the Superintendent or designee shall so notify the employee in writing and shall describe the unsatisfactory performance. The Superintendent or designee shall confer with the employee, make specific recommendations as to areas needing improvement, and endeavor to provide assistance to the employee in his/her performance. (Education Code 44664)

The Superintendent or designee may require any certificated employee who receives an unsatisfactory rating in the area of teaching methods or instruction to participate in a program designed to improve appropriate areas of performance and to further student achievement and the district's instructional objectives. (Education Code 44664)

(cf. 4131 - Staff Development)

(cf. 4131.1 - Teacher Support and Guidance)

Qualifications of Evaluators

The Superintendent or designee shall assign the principal or other appropriate supervisory personnel to evaluate certificated staff. He/she shall ensure that the evaluator:

1. Possesses a valid administrative credential
2. Is competent in the instructional methodologies used by the teachers being evaluated
3. Is skilled in the supervision of instruction and in techniques and procedures related to the evaluation of instruction
4. Is familiar with district curriculum priorities and practices, district standards for student progress, and district policies and procedures related to personnel supervision, performance evaluation, and staff development

Regulation

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SIERRA COUNTY OFFICE OF EDUCATION
SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT
Sierraville, California
Loyalton, California

Sierra County/Sierra-Plumas Joint USD

Board Policy

Certificated Personnel

BP 4115

EVALUATION/SUPERVISION

The Board of Education believes that regular, comprehensive evaluations designed to hold instructional staff accountable for their performance are key to improving their teaching skills and raising students' levels of achievement.

(cf. 4141/4241 - Collective Bargaining Agreement)

(cf. 4315- Evaluation/Supervision)

Evaluations shall be used to recognize the exemplary skills and accomplishments of staff and to identify areas needing improvement. When areas needing improvement are identified, the Board expects employees to accept responsibility for improving their performance and encourages them to take initiative to request assistance as necessary, including participation in appropriate staff development and/or individualized teacher support and guidance programs.

(cf. 4117.4 - Dismissal)

(cf. 4117.6 - Decision Not to Rehire)

(cf. 4131 - Staff Development)

(cf. 4131.1 - Teacher Support and Guidance)

The Superintendent or designee shall assess the performance of certificated instructional staff as it reasonably relates to the following criteria: (Education Code 44662)

1. Students' progress toward meeting district standards of expected achievement for their grade level in each area of study and, if applicable, towards the state-adopted content standards as measured by state-adopted criterion-referenced assessments

(cf. 6011 - Academic Standards)

(cf. 6162.5 - Student Assessment)

(cf. 6162.51 - State Academic Achievement Tests)

2. The instructional techniques and strategies used by the employee
3. The employee's adherence to curricular objectives
4. The establishment and maintenance of a suitable learning environment within the scope of the employee's responsibilities

With the agreement of the exclusive representative of the certificated staff when applicable, the Superintendent or designee may incorporate objective standards from the National Board for Professional Teaching Standards and/or the California Standards for the Teaching Profession into district evaluation standards.

(cf. 4119.21/4219.21/4319.21 - Professional Standards)

(cf. 4140/4240/4340 - Bargaining Units)

The evaluation of certificated employee performance shall not include the use of publishers' norms

established by standardized tests. (Education Code 44662)

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

The Superintendent or designee shall ensure that evaluation ratings have uniform meaning and are uniformly applied throughout the district.

Legal Reference:

EDUCATION CODE

33039 *State guidelines for teacher evaluation procedures*

35171 *Availability of rules and regulations for evaluation of performance*

44660-44665 *Evaluation and assessment of performance of certificated employees (the Stull Act)*

GOVERNMENT CODE

3543.2 *Scope of representation*

UNITED STATES CODE, TITLE 20

6319 *Highly qualified teachers*

7801 *Definition of highly qualified teacher*

Management Resources:

COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS

California Standards for the Teaching Profession, 2009

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

California Commission on Teacher Credentialing: <http://www.ctc.ca.gov>

National Board for Professional Teaching Standards: <http://www.nbpts.org>

SIERRA COUNTY OFFICE OF EDUCATION
SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT

Policy

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Sierraville, California
Loyalton, California

Sierra County/Sierra-Plumas Joint USD

Board Policy

Certificated Personnel

PERSONNEL REDUCTION

BP 4117.3

The Governing Board may reduce the number of probationary and permanent certificated employees when any of the following conditions makes such reduction necessary:

1. Average daily attendance (ADA) in all of the schools in the district during the first six months of the school year has declined below the level for the same period in either of the previous two school years. (Education Code 44955)
2. A particular kind of service is to be reduced or discontinued not later than the beginning of the following school year. (Education Code 44955)
3. Attendance in the district will decline in the following year as a result of the termination of an interdistrict tuition agreement. (Education Code 44955)
4. An amendment of state law requires modification of the curriculum. (Education Code 44955)
5. During the time period between five days after the enactment of the Budget Act and August 15 of that fiscal year, the Board determines that the district's total revenue limit per ADA for the fiscal year of that Budget Act has not increased by at least two percent. (Education Code 44955.5)

Determination of the Order of Layoffs

When it is necessary to reduce the number of certificated employees for any of the reasons listed above, the services of employees shall be terminated in the inverse of the order in which they were employed by the district in probationary status, except as otherwise authorized by law. (Education Code 44844, 44955)

The Superintendent or designee shall maintain the seniority list for this purpose and shall make it available upon request.

Unless otherwise provided by law, a permanent employee shall have the right to be retained over a probationary employee or any employee with less seniority if the position is one for which he/she is certificated and competent to render service. (Education Code 44955)

(cf. 4112.2 - Certification)

(cf. 4112.22 - Staff Teaching English Language Learners)

(cf. 4112.23 - Special Education Staff)

(cf. 4112.24 - Teacher Qualifications Under the No Child Left Behind Act)

(cf. 4113 - Assignment)

(cf. 4116 - Probationary/Permanent Status)

To determine the order of termination between employees who first rendered paid service on the same date, the Board shall rank order those employees solely on the basis of the needs of the district and students. Upon the request of an employee whose order of termination is to be determined based on such ranking, the Board shall furnish the employee, no later than five days prior to the commencement of the administrative hearing on the layoff, a written statement of the specific criteria used in

determining the order of termination and the application of the criteria in ranking the employee relative to the other employees in the group. (Education Code 44955)

The district may deviate from terminating certificated employees in order of seniority for either of the following reasons: (Education Code 44955, 44956)

1. To fill a demonstrated specific need for personnel to teach a specific course or courses of study, or to provide services authorized by a services credential with a specialization in either student personnel services or health for a school nurse, when the certificated employee has the necessary special training and experience which others with more seniority do not possess
2. To maintain or achieve compliance with constitutional requirements related to equal protection of the law

Notice and Hearing Rights

When it becomes necessary to reduce the number of permanent and/or probationary employees pursuant to Education Code 44955 as specified in items #1-4 above, the district shall give notice to the affected employees, no later than March 15, stating the reasons for the action and the employees' right to a hearing. The district shall adhere to the notice, hearing, and layoff procedures in Education Code 44949, 44955, and other applicable provisions of law.

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

When an employee has requested a hearing before an administrative law judge regarding the reduction or discontinuation of services, the Board shall make a final decision regarding the sufficiency of the cause and disposition of the layoff upon receipt of the administrative law judge's proposed decision. None of the findings, recommendations, or determinations of the administrative law judge shall be binding on the Board. (Education Code 44949)

The Board may conduct its own hearing, adopt the administrative law judge's proposed decision, refer the case back to the administrative law judge for additional evidence, or reject or modify the proposed decision and make its own determination based upon its review of the record.

Following the Board's decision, the Superintendent or designee shall give final notice, in the manner specified, to the affected employees before May 15 unless the parties agree otherwise in accordance with procedures required by law. (Education Code 44955)

When layoffs become necessary pursuant to Education Code 44955.5 as specified in item #5 above, layoff proceedings shall be carried out as required by law but in accordance with a schedule of notice and hearing adopted by the Board. (Education Code 44955.5)

Reappointment

If the number of employees is increased or the discontinued service reestablished, permanent certificated employees shall have the right to reappointment, in order of seniority, for 39 months from the date of termination. Probationary certificated employees shall have the same right for 24 months after being terminated, subject to the prior reappointment rights of permanent employees. (Education Code 44846, 44956, 44957)

During the period of the preferred right to reappointment, permanent certificated employees shall, in the order of original employment, be offered first opportunity for substitute service during the absence of any employee who has been granted a leave of absence or who is temporarily absent from duty. Such substitute service may be terminated upon the return to duty of the other employee. Such substitute service shall not affect the retention of the employees' previous classification and rights. Probationary certificated employees shall have the same right to substitute service during the period of preferred right to reappointment to the extent required by law, subject to the rights of permanent certificated employees. (Education Code 44918, 44956, 44957)
(*cf.* 4121 - *Temporary/Substitute Employees*)

Before reappointing any certificated employee to teach a subject which he/she has not previously taught and for which he/she does not have a teaching credential or which is not within the employee's major area of postsecondary study, the Board shall require the employee to pass a subject matter competency test in the appropriate subject. (Education Code 44956)

Reappointed certificated employees shall not be subject to any requirements that were not imposed on employees who continued in service. Their period of absence shall be treated as a leave of absence and not considered a break in the continuity of their service. (Education Code 44956, 44957)

Legal Reference:

EDUCATION CODE

44830 *Employment of certificated persons*

44949 *Dismissal of probationary employees*

44955 *Reduction in number of permanent employees*

44955.5 *Termination of certificated employees*

44956-44959.5 *Rights of employees*

GOVERNMENT CODE

3543.2 *Scope of representation*

UNEMPLOYMENT INSURANCE CODE

1089 *Notification of unemployment insurance benefits*

CODE OF REGULATIONS, TITLE 22

1089-1 *Notification of unemployment insurance benefits*

COURT DECISIONS

Vergara v. State of California, (2014) Superior Court State of California, County of Los Angeles, Case. No. BC 484642

California Teachers Association v. Vallejo City Unified School District, (2007) 149 Cal.App.4th 135

Bakersfield Elementary Teachers Association v. Bakersfield City School District, (2006) 145 Cal.App.4th 1260

Cousins v. Weaverville Elementary School District, (1994) 24 Cal.App.4th 1846

Forker v. Board of Trustees, (1984) 160 Cal.App.3d 13

Moreland Teachers Assoc. v. Kurze, (1980) 109 Cal.App.3d 648

King v. Berkeley Unified School District, (1979) 89 Cal.App.3d 1016

Management Resources:

WEB SITES

CSBA: <http://www.csba.org>

SIERRA COUNTY OFFICE OF EDUCATION
SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT

Policy

adopted: April 10, 2007

Revised: October 14, 2014

Sierraville, California
Loyalton, California

TEACHER SUPPORT AND GUIDANCE

Selection of Support Providers

The Superintendent or designee shall design a written application for certificated personnel who want to be mentor teachers or support providers.

Any employee designated by the Superintendent or designee as a support provider shall, at a minimum, meet the following qualifications:

1. Possess a clear credential

(cf. 4112.2 - Certification)

2. Have at least three years of full-time teaching experience
3. Have demonstrated effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of students

The Superintendent or designee may establish a districtwide or school site advisory committee to verify that candidates fulfill the qualifications established by the district, interview candidates, and recommend candidates to the Superintendent or designee.

The Superintendent or designee shall make the final selection of support providers and shall assign support providers to participating teachers. To the extent possible, the assigned support provider shall be one who teaches at the same school, the same grade levels, and/or in the same subject matter as the teacher(s) to whom he/she is assigned. No support provider shall be assigned to more than five teachers during a school year.

(cf. 4113 - Assignment)

The Superintendent or designee shall regularly evaluate the effectiveness of the support provider and may reassign or revoke his/her designation as a support provider.

Peer Review Panel

The Superintendent or designee shall establish a peer review program to provide struggling teachers with feedback and guidance. When a teacher volunteers to participate or is referred by the principal due to unsatisfactory performance, written performance goals shall be established which are aligned with student learning and teacher evaluation criteria. The teacher shall be assigned a consulting teacher who shall provide assistance and review through multiple observations of the teacher during periods of classroom instruction. In addition, the teacher shall participate in sufficient professional development activities to assist him/her to improve teaching skills and knowledge. The consulting teacher shall maintain a written record of the teacher's activities and performance and shall regularly communicate with the principal regarding the teacher's progress.

(cf. 4115 - Evaluation/Supervision)

The Superintendent or designee shall establish a joint teacher-administrator peer review panel composed of a majority of teachers selected by other teachers, with the remainder consisting of administrators selected by the Superintendent or designee. The joint teacher-administrator peer review panel shall review reports prepared by the consulting teacher and shall make recommendations to the Superintendent or designee as to whether the participating teacher should be exited from the program due to satisfactory improvement, remain in the program because he/she would possibly benefit from additional support from the program, or be recommended for dismissal.

(cf. 4117.4 - Dismissal)

(cf. 4118 - Suspension/Disciplinary Action)

Policy

adopted: October 14, 2014

SIERRA COUNTY OFFICE OF EDUCATION
SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT
Loyalton, California

TEACHER SUPPORT AND GUIDANCE

The Governing Board recognizes the link between teacher effectiveness and student learning and desires to provide structured, individualized support and guidance to teachers as necessary to enhance their performance and support teacher retention. The Superintendent or designee shall develop a program of intensive professional development and consultation to help interns and beginning teachers apply their academic preparation more effectively in the classroom and to assist other teachers who need additional development in subject matter knowledge, instructional methods, and/or classroom management.

(cf. 4112.21 - Interns)

The Superintendent or designee shall coordinate individualized teacher support and guidance activities developed pursuant to this policy with other district staff development programs and staff evaluation processes.

(cf. 4115 - Evaluation/Supervision)

(cf. 4131 - Staff Development)

Teachers may volunteer to participate in a teacher support and guidance program or may be referred to such services based on their performance evaluation.

Support providers shall be experienced certificated personnel who are knowledgeable about teacher development and needed competencies and have strong interpersonal and communication skills. Support may include, but is not limited to, classroom observations, regular meetings with the support provider, and an individualized plan for professional development or coursework that takes into consideration the teacher's assignment and prior preparation and experience. The roles and responsibilities of support providers shall be clearly defined in writing and communicated to all participants.

The Superintendent or designee shall ensure the timely assignment of qualified support providers to participating teachers and for reassignment as needed. He/she shall also ensure that each support provider receives appropriate training to serve in a support capacity and is provided adequate time and resources to assist other teachers.

The district may provide a stipend to support providers in accordance with the collective bargaining agreement and district budget.

(cf. 3100 - Budget)

(cf. 4141/4241 - Collective Bargaining Agreement)

The performance of a participating teacher shall be monitored by the support provider, Superintendent or designee, and/or a panel of teachers and administrators in order to determine whether the teacher has met program goals and to make recommendations for follow-up support or employment action, as appropriate.

(cf. 4112.6/4212.6/4312.6 - Personnel Files)

(cf. 4117.4 - Dismissal)

(cf. 4117.6 - Decision Not to Rehire)

(cf. 4118 - Suspension/Disciplinary Action)

The Superintendent or designee shall regularly evaluate the district's teacher support and guidance programs and shall report to the Board regarding program effectiveness in meeting district goals for teacher quality and retention. Evaluation reports may include, but are not limited to, data on program enrollment and completion, subsequent retention rates of participating teachers, and interviews or surveys of program participants.

(cf. 0500 - Accountability)

Beginning Teacher Induction Program

The Superintendent or designee shall inform beginning teachers who possess a preliminary credential about induction programs or other options that are available to help them fulfill the requirements of the clear multiple subject, single subject, or education specialist credential pursuant to Education Code 44259.

(cf. 4112.2 - Certification)

(cf. 4112.24 - Teacher Qualifications Under the No Child Left Behind Act)

The district's beginning teacher induction program shall meet program standards adopted by the CTC and shall support beginning teachers in meeting the competencies described in the California Standards for the Teaching Profession.

The beginning teacher's knowledge and classroom practice shall be regularly assessed using multiple measures and the results shall be used to monitor and revise individual induction plans. The Superintendent or designee shall maintain a complete record of each participating teacher's progress toward completion of clear credential requirements.

When the teacher has successfully completed the induction program, the Board shall recommend to the CTC that he/she be awarded a clear teaching credential.

Legal Reference:

EDUCATION CODE

44259 *Credential requirements*

44259.5 *Standards for professional preparation programs*

44275.4 *Credential requirements, induction, out-of-state teachers*

44325-44328 *District interns*

44450-44468 *University interns*

44830.3 *Interns, professional development and guidance*

CODE OF REGULATIONS, TITLE 5

6100-6126 *Teacher qualifications, No Child Left Behind Act*

80021 *Short-term staff permit*

80021.1 *Provisional internship permit*

80026.5 *Orientation, guidance, and assistance for emergency permit holders*

80033 *Intern teaching credential*

80055 *Intern credential*

80413 *Credential requirements*

80413.3 *Credential requirements; teachers with out-of-state credentials*

UNITED STATES CODE, TITLE 20

6319 *Highly qualified teachers*

6601-6702 *Preparing, training and recruiting high quality teachers and principals*
7801 *Definitions, highly qualified teacher*

Management Resources:

COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS

SB 2042 Multiple Subject and Single Subject Preliminary Credential Program Standards, rev. February 2014

Intern Preservice, Support and Supervision Requirements: Preparation to Teach English Learners, Program Sponsor Alert 13-06, June 3, 2013

Education Specialist Teaching and Other Related Services Credential Program Standards, rev. May 2013

Multiple and Single Subject Induction Programs (program standards, preconditions, and language addressing the teaching of English learners), rev. January 2013

California Standards for the Teaching Profession, October 2009

WEB SITES

California Department of Education: <http://www.cde.ca.gov>

California Federation of Teachers: <http://www.cft.org>

California Teachers Association: <http://www.cta.org>

Commission on Teacher Credentialing: <http://www.ctc.ca.gov>

Policy

adopted: April 10, 2007

| Revised: October 14, 2014

SIERRA COUNTY OFFICE OF EDUCATION
SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT
Sierraville, California
Loyalton, California

Sierra County/Sierra-Plumas Joint USD

Board Policy

BP 4315

Administrative and Supervisory Personnel

EVALUATION/SUPERVISION

The Governing Board believes that regular, comprehensive evaluations designed to hold administrative and supervisory staff accountable for their performance are key to improving their instructional leadership and management skills. Evaluations shall be linked to the district's vision and goals and school improvement plans.

(cf. 0000 - Vision)

(cf. 0200 - Goals for the School District)

(cf. 0460 - Local Control and Accountability Plan)

(cf. 0500 - Accountability)

(cf. 2140 - Evaluation of the Superintendent)

(cf. 4300 - Administrative and Supervisory Personnel)

Evaluations shall be used to recognize the exemplary skills and accomplishments of administrative and supervisory employees, serve as a criterion for contract renewals, and identify areas needing improvement. When the evaluation indicates areas needing improvement, the Board expects employees to take the initiative to improve their performance and for their supervisors to assist them in obtaining needed job skills.

(cf. 4331 - Staff Development)

Administrative and supervisory employees shall be evaluated in accordance with provisions of employee contracts and/or applicable collective bargaining agreements as appropriate.

(cf. 4140/4240/4340 - Bargaining Units)

(cf. 4312.1 - Contracts)

The Superintendent or designee shall make written evaluation procedures available to all administrative and supervisory employees.

(cf. 4112.9 - Employee Notifications)

An employee shall be evaluated annually for the first and second years of employment as an administrator or supervisor in the district, and at least every two years thereafter, unless otherwise provided for in an employee contract or collective bargaining agreement. Evaluations may occur between scheduled periods at the request of the employee, his/her supervisor, or the Superintendent or designee.

The Superintendent or designee shall establish clear, objective criteria for evaluation based on the job responsibilities of each administrative or supervisory position.

Evaluation criteria for certificated school site administrators may be based on the California Professional Standards for Educational Leaders (CPSEL) and also may include, but not be limited to, evidence of: (Education Code 44671)

1. Academic growth of students, based on multiple measures which may include student work as well as student and school longitudinal data that demonstrate academic growth over time

Assessments used for this purpose shall be valid and reliable and used for the intended purposes and for the appropriate student populations. Local and state academic assessments may include, but are not limited to, state standardized assessments and formative, summative, benchmark, end-of-chapter, end-of-course, Advanced Placement, International Baccalaureate, college entrance, and performance assessments.

(cf. 6162.5 - Student Assessment)

(cf. 6162.51 - State Academic Achievement Tests)

(cf. 6141.5 - Advanced Placement)

2. Effective and comprehensive teacher evaluations, including, but not limited to, curricular and management leadership, ongoing professional development, teacher-principal teamwork, and professional learning communities
3. Culturally responsive instructional strategies to address and eliminate the achievement gap
4. The ability to analyze quality instructional strategies and provide effective feedback that leads to instructional improvement
5. High expectations for all students and leadership to ensure active student engagement and learning
6. Collaborative professional practices for improving instructional strategies
7. Effective school management, including personnel and resource management, organizational leadership, sound fiscal practices, a safe campus environment, and appropriate student behavior
8. Meaningful self-assessment to improve as a professional educator, which may include, but not be limited to, a self-assessment based on the CPSEL and the identification of areas of strengths and areas for professional growth to engage in activities to foster professional growth
9. Consistent and effective relationships with students, parents/guardians, teachers, staff, and other administrators

(cf. 4119.21/4219.21/4319.21 - Professional Standards)

The evaluation shall be dated and signed by the employee and evaluator. The employee may respond in writing to the evaluation within a reasonable time after receiving a copy of the evaluation. The response shall be attached to the evaluation and placed in the employee's personnel file. e

(cf. 4112.6/4212.6/4312.6 - Personnel Files)

Legal Reference:

EDUCATION CODE

35171 Availability of rules and regulations for evaluation of performance

44660-44665 Evaluation and assessment of performance of certificated employees

44670-44671 Principal evaluation

45113 Rules and regulations for the classified service in districts not incorporating the merit system

GOVERNMENT CODE

3540.1 Meeting and negotiating in public educational employment, definitions

3543.2 Scope of representation

3545 Determination of bargaining units

Management Resources:

COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS

California Professional Standards for Educational Leaders

WEB SITES

CSBA: <http://www.csba.org>

Association of California School Administrators: <http://www.acsa.org>

California Department of Education: <http://www.cde.ca.gov>

Commission on Teacher Credentialing: <http://www.ctc.ca.gov>

Policy

adopted: April 10, 2007

Revised: October 14, 2014

SIERRA COUNTY OFFICE OF EDUCATION
SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT
Sierraville, California
Loyalton, California

Sierra County/Sierra-Plumas Joint USD

Exhibit

Administrative and Supervisory Personnel

E 4319.21

PROFESSIONAL STANDARDS

CALIFORNIA PROFESSIONAL STANDARDS FOR EDUCATIONAL LEADERS

Standard 1. Development and Implementation of a Shared Vision: Education leaders facilitate the development and implementation of a shared vision of learning and growth of all students.

- 1A. Student-Centered Vision: Leaders shape a collective vision that uses multiple measures of data and focuses on equitable access, opportunities, and outcomes for all students.
- 1B. Developing Shared Vision: Leaders engage others in a collaborative process to develop a vision of teaching and learning that is shared and supported by all stakeholders.
- 1C. Vision Planning and Implementation: Leaders guide and monitor decisions, actions, and outcomes using the shared vision and goals.

Standard 2. Instructional Leadership: Education leaders shape a collaborative culture of teaching and learning informed by professional standards and focused on student and professional growth.

- 2A. Professional Learning Culture: Leaders promote a culture in which staff engages in individual and collective professional learning that results in their continuous improvement and high performance.
- 2B. Curriculum and Instruction: Leaders guide and support the implementation of standards-based curriculum, instruction, and assessments that address student expectations and outcomes.
- 2C. Assessment and Accountability: Leaders develop and use assessment and accountability systems to monitor, improve, and extend educator practice, program outcomes, and student learning.

Standard 3. Management and Learning Environment: Education . leaders manage the organization to cultivate a safe and productive learning and working environment.

- 3A. Operations and Facilities: Leaders provide and oversee a functional, safe, and clean learning environment.
- 3B. Plans and Procedures: Leaders establish structures and employ policies and processes that support students to graduate ready for college and career.
- 3C. Climate: Leaders facilitate safe, fair, and respectful environments that meet the intellectual, linguistic, cultural, social-emotional, and physical needs of each learner.
- 3D. Fiscal and Human Resources: Leaders align fiscal and human resources and manage policies and contractual agreements that build a productive learning environment.

Standard 4. Family and Community Engagement: Education leaders collaborate with families and other stakeholders to address diverse student and community interests and mobilize community resources.

- 4A. Parent and Family Engagement: Leaders meaningfully involve all parents and families, including underrepresented communities, in student learning and support programs.
- 4B. Community Partnerships: Leaders establish community partnerships that promote and support students to meet performance and content expectations and graduate ready for college and career.
- 4C. Community Resources and Services: Leaders leverage and integrate community resources and services to meet the varied needs of all students.

Standard 5. Ethics and Integrity: Education leaders make decisions, model, and behave in ways that demonstrate professionalism, ethics, integrity, justice, and equity and hold staff to the same standard.

- 5A. Reflective Practice: Leaders act upon a personal code of ethics that requires continuous reflection and learning.
- 5B. Ethical Decision-Making: Leaders guide and support personal and collective actions that use relevant evidence and available research to make fair and ethical decisions.
- 5C. Ethical Action: Leaders recognize and use their professional influence with staff and the community to develop a climate of trust, mutual respect, and honest communication necessary to consistently make fair and equitable decisions on behalf of all students.

Standard 6. External Context and Policy: Education leaders influence political, social, economic, legal, and cultural contexts affecting education to improve education policies and practices.6A. Understanding and Communicating Policy: Leaders actively structure and participate in opportunities that develop greater public understanding of the education policy environment.

- 6B. Professional Influence: Leaders use their understanding of social, cultural, economic, legal, and political contexts to shape policies that lead all students to graduate ready for college and career.
- 6C. Policy Engagement: Leaders engage with policymakers and stakeholders to collaborate on education policies focused on improving education for all students.

SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT
SIERRA COUNTY OFFICE OF EDUCATION

Approved: April 10, 2007
Revised: October 14, 2014

Sierraville, California
Loyalton, California

MINOR REVISIONS

CSBA periodically issues Technical Revisions to make nonsubstantive changes in sample policies, administrative regulations or board bylaws based on renumbering of laws, changes in the coding of cross-referenced policies, or similar corrections in Notes, legal references, management resources or cross-references.

However, from time to time, changes occur that are relatively minor but affect the text of the sample material. When it is not necessary to reissue the entire sample because the changes are limited, such changes will be highlighted in the following document. It is recommended that districts review the following revisions and incorporate them in district materials as appropriate.

Strikeout indicates material to be deleted; boldface type indicates material to be inserted.

AR 3554 - Other Food Sales

In the last paragraph of AR, change "or" to "and" as follows:

The Superintendent or designee shall maintain records, ~~or~~ **and** shall require organizations selling foods and beverages to maintain records, to document compliance with federal nutrition standards for all competitive foods and beverages sold through and outside the district's food services program. At a minimum, these records shall include receipts, nutrition labels, and/or product specifications. (7 CFR 210.11)

Rationale: To more accurately reflect 7 CFR 210.11

AR 4112.42/4212.42/4312.42 - Drug and Alcohol Testing for School Bus Drivers

In the section on "Post-Accident Testing," revise item #2 as follows:

2. The driver receives a citation for ~~alcohol use within eight hours of the accident, or for drug use within 32 hours of the accident,~~ **a moving traffic violation** and the accident involved bodily injury to a person who required immediate medical treatment away from the scene of the accident and/or disabling damage to one or more vehicles requiring towing.

Rationale: To more accurately reflect 49 CFR 382.303

BP 6142.94 - History-Social Science Instruction

Revise last paragraph of BP to delete reference to the Standardized Testing and Reporting program, as follows:

The Superintendent or designee shall regularly evaluate and report to the Board regarding the implementation and effectiveness of the history-social science curriculum at each grade level, including, but not limited to, the extent to which the program is aligned with state standards, ~~test results from the Standardized Testing and Reporting Program at applicable grade levels,~~ **any applicable student assessment results**, and feedback from students, parents/guardians, and staff regarding the program.

Rationale: AB 484 (Ch. 489, Statutes of 2013) amended Education Code 60640-60649 to transition from the Standardized Testing and Reporting program to the California Assessment of Student Performance and Progress. Currently the CASPP does not include an assessment of history-social science performance but such an assessment may be added in the future. Other state, national and district assessments also may provide data on history-social science performance that may be used to evaluate the effectiveness of the district's instructional program.

AR 6159.4 - Behavioral Interventions for Special Education Students

In the section on "Functional Behavioral Assessment," revise first paragraph as follows:

~~Prior to providing any behavioral intervention service to a student with a disability, an~~ **Any FBA to be conducted for a student with a disability shall** focusing on identifying the function or purpose of the student's behavior ~~shall be conducted by the student's IEP team.~~

Rationale: To remove confusion as to when a functional behavioral assessment is required.

BB 9223 - Filling Vacancies

In section "Events Causing a Vacancy," revise item #9 to delete "or bond" as follows:

9. A Board member's refusal or neglect to file his/her required oath ~~or bond~~ within the time prescribed (Government Code 1770)

Rationale: Although item #9 reflects Government Code 1770, the bond practice is outdated.

BB 9230 - Orientation

Revise first paragraph as follows:

The Governing Board desires to provide Board candidates with ~~orientation~~ **information** that will enable them to understand the responsibilities and expectations of Board membership. The Superintendent or designee shall provide all candidates with general information about school programs, district operations, and Board responsibilities **and the county election official's contact information**. ~~He/she may also provide candidates with information about the election process, including, but not limited to, information about campaign conduct and ballot statement information.~~

Rationale: To align superintendent's responsibility with district's authority.

AR 3542 - Remuneration, Reimbursement and Other Benefits

The Board of Education recognizes that district employees may incur expenses associated with bus driver training licensure, certification and/or performing their assigned duties. Reimbursable expenses may include mileage, per diem, Department of Motor Vehicle fees for licenses, California Highway Patrol certification, physical fitness examination, drug and alcohol testing, fingerprinting fees and related costs. The Superintendent or designee shall approve submissions and verification of expense claims.

An employee who initially enters employment with the district fully trained, currently and appropriately licensed by the State of California to drive a school bus and serves as substitute bus driver, may be provided a mileage allowance to and from the bus terminal limited to one (1) round trip per day. The mileage rate and reimbursement claim process shall be in accordance with BP 3350.

Rationale: Reimburse district employees expenses while job training.