AGENDA FOR THE SPECIAL MEETING OF THE GOVERNING BOARD OF THE SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT

September 22, 2022

1:00pm

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

Patty Hall, Vice President, District 1 – phall@spjusd.org Tom Mooers, District 2 – tmooers@spjusd.org Christina Potter, Clerk, District 3 – cpotter@spjusd.org *Vacant*, District 4

Dorie Gayner, District 5 - dgayner@spjusd.org

In accordance with AB 361, effective October 1, 2021, pertaining to the convening of public meetings in response to the COVID-19 pandemic, the Governing Board of the Sierra-Plumas Joint Unified School District will suspend the Brown Act teleconferencing posting requirements for any Board members that choose to participate via Zoom videoconferencing.

Zoom: https://us02web.zoom.us/j/85020410021

Phone dial-in: 669-900-9128 *Webinar ID:* 850 2041 0021 (*Press *6 to unmute*)

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 Sierra County Office of Education, Room 3, 109 Beckwith Road, 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. APPROVAL OF AGENDA
- D. FLAG SALUTE
- E. PUBLIC COMMENT

Special Meeting Agenda Items only, please.

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 listed on this agenda. Three (3) minutes may be allotted to each speaker and a maximum of twenty (20) minutes to each subject matter. (Education Code 35145.5; Bylaw 9322; Government Code 54954.3)

F. BOARD ORGANIZATION

- 1. Candidate Interviews for the Board Trustee vacancy District #4
 - a. Kelly Champion**
- 2. Discussion and Public Input
- 3. Appointment to fill vacancy
- 4. The Superintendent will give the Oath of Office to the newly appointed Trustee

G. ACTION ITEMS

- 1. Old Business
 - a. Approval of the Tentative Agreement for Sierra-Plumas Teachers Association, 2022-23 Negotiations**
 - b. Approval of Completion of Bargaining for Sierra-Plumas Teachers Association, 2022-23 Negotiations**

H. ADVANCED PLANNING

- Next Regular Board Meetings will be held on October 11, 2022 at Downieville School, 130 School St, Downieville CA 95936, beginning with Closed Session as needed at 5:00pm and the Regular Board Mcctings at 6:00pm. Zoom videoconferencing will also be available for the public.
- 2. Suggested Agenda Items
- I. ADJOURN

son

James Berardi, Superintendent

** enclosed

* handout

James Berardi, Superintendent – jberardi@spjusd.org Kristie Jacobsen, Administrative Assistant to the Superintendent – kjacobsen@spjusd.org Nona Griesert, Director of Business Services/CBO – ngriesert@spjusd.org Office: 530-993-1660 x0

Email schoolinfo@spjusd.org to be added to the agenda email list.

Kelly Champion

Loyalton, CA 96118

August 10, 2022

RECEIVED

SPJUSD

Sierra-Plumas Joint Unified School District James Berardi, Superintendent PO Box 955 Loyalton, CA 96118

RE: Trustee Area 4 Letter of Interest

Dear Mr. James Berardi and Board of Trustees,

I am writing to formally introduce myself and express my interest in appointment to the Trustee vacancy for Area 4 of the Sierra-Plumas Joint Unified School District Governing Board.

I moved to Sierra County in July of 2001 when I bought my first home at the age of 24. I moved to Loyalton from Truckee and with me brought a 14-year-old, who had been living with me intermittently since the age of 9. I enrolled her at the middle school in Loyalton and she went on to graduate from Loyalton High in 2005. I also have a nephew that graduated from Loyalton High and another nephew currently in 7th grade. My niece also went to school locally. Currently, I have two young children of my own, ages 5 and 7, attending Loyalton Elementary. You can see that I have had a long-time personal interest in our schools, including Downieville and the adult education program as they are "part of the family."

I also consider myself a lifetime student, as I thoroughly enjoy learning. Throughout the course of 11 years at Sierra College I earned five Associates Degrees with honors. These AA degrees include Business Administration, Accounting, and Social and Behavioral Sciences. In my early years of college, I excelled in my studies in Human Development and today I apply this education through family functioning and family strengthening activities throughout the community. I have been successfully self-employed for over 20 years and presently I celebrate my fifth year as a part-time employee of Sierra County Children and Families Commission and my second year serving Sierra County Fire Protection District #1. I am known in the surrounding communities for my volunteerism and have worked as an athletic coach since 2019 for both Plumas Unified School District and Sierra-Plumas Joint Unified School District at the intermediate and high school levels. Each year I complete full courses on Child Abuse and Neglect, and Youth Suicide Awareness and Prevention. In a 12-hour fundamentals course I received training on bullying, child diversity, and how to promote healthy, confident, well-rounded lifestyles in our youth. I and am most recently a head coach with Sierra Valley Little League and youth soccer through the Loyalton Sports Club.

By trade I am an accountant with over 12 years of experience in public accounting. I have served as Clerk to the Board, Finance Director and Business Manager for multiple local government entities. I have been educated on government processes and regulations, and am familiar with small county funding deficiencies. I am eager to promote fiscal transparency, and in effect improve planning and decision making. I believe my hands-on experience with public meetings, strategic planning and governing bodies

would be a great benefit to the Board and students. During my attendance at Board meetings over the past two years, I have become aware of several areas we can improve along with an abundance of areas of great strength. I am a huge proponent of supporting our district staff and administrators so they may perform at their best.

I would appreciate the opportunity to help bring unity and improved functionality to the District as a Trustee. It is my goal to see board members, staff and the community be a cohesive unit and move forward from past chaos to give our students the best recovery from the recent pandemic. I will serve with an open mind and be objective in my decision-making process. I am considered a role model for working in group settings and I have the ability to devote the time needed to fulfill the duties of a District Trustee. I look forward to the opportunity to work with the rest of you in having a positive impact on our children's academics and the future of our District. I appreciate your consideration to appoint me to the vacant Area 4 position.

Sincerely,

Kelly Champion

Kelly Champion

Tentative Agreement

Between the

Sierra-Plumas Joint Unified School District & Sierra Plumas Teachers Association

For 2021-22 Successor Negotiations and 2022-23 Reopener Negotiations

1. Contract Language

- a. The Parties agree to the signed and attached bargaining proposals to this tentative agreement for the following Articles:
 - i. Article 1 Agreement

ii.Article 2 – Recognition

- iii. Article 3 Days and Hours of Employment
- iv. Article 4 Class Size

v.Article 6 – Safety Conditions of Employment

- vi. Article 7 Organizational Security
- vii. Article 8 Evaluations
- viii. Article 10 Leaves of Absence
- ix. Article 13 Negotiation Procedures

x.Article 16 – Duration of Agreement

- xi. Article 17 Seniority Determination
- xii. Article 20 Teacher Induction Programs

2. New Certificated Bargaining Unit Salary Schedule (Appendix A-2)

a. The Parties agree to the new salary schedule (Appendix A-2) as signed and attached to this Tentative Agreement for bargaining unit members assigned in a school nursing position.

This agreement closes all successor negotiations for the 2021-22 school year and all reopener negotiations for the 2022-23 school year. The offer is pending final ratification from both parties. The parties also acknowledge a commitment to Sunshine proposals and begin reopener negotiations for the 2023-24 school year, including salary and benefits, no later than November 2022.

Tentative Agreement Reached:

For the SPJUSD	Date:		
	Superintendent		
For the SPTA	President	9 21 22	

The Sierra-Plumas Joint Unified School District ("District") and the Sierra-Plumas Teachers Association ("SPTA" or "Association") are parties to a collective bargaining agreement ("CBA") which expired on June 30, 2021. The Association and District are in successor negotiations to bargain an updated CBA.

Article 2 - Recognition

2.1 Confirmation of Recognition

The SCOE and the District confirm their recognition of the Sierra-Plumas Teachers' Association, hereinafter referred to as the "Association," as the Exclusive Bargaining Agent for the purpose of meeting and negotiating under the provisions of Chapter 10.7, Sections 3540-3549 of the Government Code.

2.2 Make-up of the Association

The Association represents the following:

Certificated classroom teachers;

Temporary teachers;

Speech therapists;

School nurses

School counselors;

School psychologists.

The following are not included in the Association:

Central office administrators;

School Principals;

Substitutes for classroom teachers;

Definition of Unit Member

The Sierra-Plumas Joint Unified School District ("District") and the Sierra-Plumas Teachers Association ("SPTA" or "Association") are parties to a collective bargaining agreement ("CBA") which expired on June 30, 2021. The Association and District are in successor negotiations to bargain an updated CBA.

SPTA makes the following proposal regarding:

Article 1 - Agreement

Parties to the Agreement

- 1.1 The Articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Sierra County Office of Education ("SCOE"), the Sierra-Plumas Joint Unified School District ("District") and the Sierra-Plumas Teachers' Association, an affiliate of the California Teachers' Association and the National Education Association ("Association"), an employee organization.
- 1.2 According to "Act" This agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code ("Act") of the State of California.
- 1.3 Term of Agreement

This Agreement shall remain in full force and effect from July 1, 201822, until June 30, 20245.

This Proposal shall fully and finally resolve bargaining on Article 1 - Agreement.

FOR THE SIERRA-PLUMAS TEACHERS ASSOCIATION Date

FOR THE SIERRA-PLUMAS UNIFIED SCHOOL DISTRICT

By: Date:

The Sierra-Plumas Joint Unified School District ("District") and the Sierra-Plumas Teachers Association ("SPTA" or "Association") are parties to a collective bargaining agreement ("CBA") which expired on June 30, 2021. The Association and District are in successor negotiations to bargain an updated CBA.

SPTA makes the following proposal regarding:

Article 3 - Days and Hours of Employment

3.1 Length of Work Year

The work year for a Unit Member shall be 182 days effective 7-1-94, except for the position of School Psychologist which shall have a work year of 185 days. One in-service day prior to the start of classes shall be at school sites, with time used at unit members discretion to prepare lessons and setup classrooms; one in-service day prior to the start of classes shall have up to four (4) hours set aside for a District Convocation meeting with attendance required by all Unit Members. The remainder of the day will be set aside for work or meetings at school sites.

3.1.1 District, County, and State required trainings (i.e., Keenan Trainings, Safety, etc.)

Unit Members shall be paid their per diem rate for one (1) day of salary to complete all required trainings by the District outside of the contract work day. If additional time is needed it will be provided on Early Release Wednesdays at no additional payment to Unit Member.

Definition of Work Day

The work day for a Unit Member is defined as one of the contracted days of the current Unit Member work year.

3.2 Beginning of Work Day

Teachers should be present at their school thirty (30) minutes before the commencement of classes, and shall be at their respective assignment area for admission of pupils not less than fifteen (15) minutes before the commencement of classes.

Unless otherwise indicated, the term "Unit Member," when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating Unit.

This Proposal shall fully and finally resolve bargaining on Article 2 - Recognition.

FOR THE SIERRA-PLUMAS

FOR THE SIERRA-PLUMAS UNIFIED SCHOOL DISTRICT

Ву:_____

Date:_____

TEACHERS ASSOCIATION By: Date

3.3 End of Work Day

Unit Members shall remain at school at least fifteen (15) minutes after dismissal of the last regularly scheduled class in the school in which he/she is assigned. It is understood that Unit Members will need to use their professional discretion to be available for supervision of students, conferences with pupils, parents, administrators, or student groups long enough to ensure a professional and adequate performance in the discharge of their duties.

3.4 Attendance of Faculty Meetings

No Unit Member shall be required to attend more than one (1) faculty meeting per work week. The total faculty meeting time required shall not exceed two (2) hours in any period of four (4) consecutive work weeks. A faculty meeting is defined as a meeting called by the building Principal and includes two (2) or more Unit Members. Voluntary meetings or compensated meetings including two (2) or more Unit Members shall not be considered faculty meetings. School site administrators shall schedule regular ongoing faculty meetings and communicate them in advance. Unforeseen and necessary rescheduling of planned meetings shall be communicated in writing in advance by a minimum of 24 hours. A teacher who is a member of more than one faculty shall not be required to attend more than two (2) faculty meetings per week or more than one (1) per day.

3.5 Lunch Periods

Unit Members are guaranteed a thirty (30) consecutive minute, duty-free lunch period. Unit Members may leave the school premises without requesting permission during their scheduled duty-free lunch period.

3.6 Assignment of Extra or Alternative Duties

- A. During normal working hours, Unit Members may be assigned extra or alternative duties by the building Site Administrator, except where in conflict with the terms of this Article.
- B. The Site Administrator and Unit Members shall meet at the beginning of the school years and as needed throughout the years so as to establish three (3) uncompensated extra duty assignments outside of the normal working day. Such duties may include but not limited to extracurricular programs for students, special school events, dance chaperone, gatekeeper/scorekeeper at athletic events, special tutoring programs established by the school or extracurricular organizations, school detention sessions, and theater practice sessions and performance.

3.7 Professional Responsibilities for IEP, SST, and 504 Meetings

- A. The District will attempt to schedule IEP, SST, and 504 meetings during the contract work day whenever possible by employing a roaming substitute teacher to allow for bargaining unit members to pullout of their classes to attend the meeting.
- B. For meetings that need to be scheduled outside of the contract workday, special education staff will attempt to coordinate a mutually agreeable time to meet before or after school that works for all meeting attendees. Unit Members required or asked to attend these meetings outside of the contract workday, shall be compensated at their per diem hourly rate of salary for all meetings beyond two (2) per month by submitting a timesheet to payroll.

3.8 Preparation Period and Assignment of Substitute Duties

Any assigned extra or alternative duties shall not interfere with a Unit Member's preparation period. Whenever a Unit Member is used c a substitute for another Unit Member during the school day, it shall be on a voluntary basis or the District or SCOE shall make a reasonable attempt to hire a substitute.

3.9 Setting of School Calendar

The Parties agree to consult in advance of the regular school board meeting in which the upcoming school year calendar shall be presented for adoption to set the dates for the calendar, including the inclusion of emergency school closure days (i.e. snow, fire/smoke, power outages, etc.). The District will also consult with the Association to such items as, (1) minimum days, (2) in-service days, and (3) holidays.

3.10 Minimum Instructional Minutes Per Day

- A. Required Minimum Daily Minutes 1. Kindergarten - 205 minutes
 - 2. Grades 1-3 285 minutes
 - 3. Grades 4-8 305 minutes
 - 4. Grades 9-12 365 minutes
- B. Meeting Annual Instructional Minutes

Minimum instructional days may be allowed, provided the total annual instructional minutes are no less than the following:

- 1. Kindergarten 36,000 minutes
- 2. Grades 1-3 50,400 minutes
- 3. Grades 4-8 54,000 minutes
- 4. Grades 9-12 64,800 minutes
- 3.12 Unit members may participate in up to *five (5)* Staff Development Activities in a school year, designed by teachers for teachers and approved by the Administration and Board of Education. Each Staff Development Activity will be at least six (6) hours in length. For this Activity, the teacher will be compensated at the rate of Three-hundred (\$300.00) per documented Staff Development Activity.

This Proposal shall fully and finally resolve bargaining on Article 3 – Days and Hours of Employment.

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FOR THE SIERRA-PLUMAS UNIFIED SCHOOL DISTRICT

By:_____

Date:		
Date.	 	

COUNTER PROPOSAL from the SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT to the SIERRA-PLUMAS TEACHERS ASSOCIATION (Successor Agreement Negotiations)

The Sierra-Plumas Joint Unified School District ("District") and the Sierra-Plumas Teachers Association ("SPTA" or "Association") are parties to a collective bargaining agreement ("CBA") which expired on June 30, 2021. The Association and District are in successor negotiations to bargain an updated CBA.

Article 4 – Class Size

4.1 Classroom Housing K-6 Enrollment Levels Employer will align certificated staffing with California Small School Allowance for Necessary Small Elementary formula based on Enrollment with a minimum 96% ADA, (i.e. 1 teacher=1-25; 2 teachers=26-50) as defined by the California Department of Education. Annual enrollment/ADA data will be determined by utilizing the P-2 calculation for the current Fiscal Year. (Article 4, Section 4.3, Adopted October 9, 2012)

4.2 Class size shall not normally exceed the following maximums except in experimental classes where the Association and District have agreed in writing to exceed these maximums through a Memorandum of Understanding (MOU).

4.3 The figures below are desired class size maximums and may be exceeded when deemed necessary as determined by the District after consultation with the Association president and/or their designee. If class sizes exceed the desired maximums, bargaining unit members assigned to such classes will be compensated according to the schedule below:

DESIRED CLASS SIZE MAXIMUMS (Based on ADA average by school site @ P-2) Transitional Kindergarten 20* Kindergarten through Third 24 Fourth through Eighth 29 Ninth through Twelfth 32 PE TK/K 40 P.E. (grades 7-12) 44 Independent Study 28 Special Education (RSP) 28 Special Education (SDC) 18

4.4 COMPENSATION FOR CLASS SIZE OVERAGES

4.4.1 Bargaining unit members assigned to a class with an average ADA at P2 over the "Desired Class Size Maximums" listed above in grades TK/K through 6, shall receive an additional annual stipend of \$600.00 per student over the maximum class size per Fiscal Year at P2.

4.4.2 Bargaining unit members assigned to a class with an average ADA at P2 over the "Desired Class Size Maximums" listed above in grades 7 through 12, shall receive an additional annual stipend of \$400.00 per student over the maximum class size per Fiscal Year at P2.

4.5 Every effort shall be made to ensure that class sizes at each grade level are balanced according to the demands of the individual needs of the students.

4.6 When new students are added to existing classes, they shall be placed in classes to maintain a fair and equitable balance.

4.7 No compartmentalized teacher (excluding music or PE) shall instruct more than 185 pupils in an instructional day.

4.8 The Association and the District agree that the maximums above may be exceeded when overcrowding occurs but that the parties will meet and confer a long-term solution to reduce class sizes back towards the desired class size maximums.

4.9 In the event such overcrowding occurs, extra textbooks and other essential supplies, to meet student needs, will be provided by the District prior to the start of instruction or as soon as available from the publisher.

4.10 The Parties agreed to this Class Size language as a Locally Negotiated Alternative Class Size for Grade Span Adjustment (GSA) funding.

4.11 Unit members shall be paid ten dollars (\$10.00) per day for students on short-term independent study contracts.

4.12 Unit members teaching an elementary grade-level combination class shall be paid an annual stipend as follows (excluding electives & PE):

Combination Class	Class w/Aide	Class w/o Aide	
2 Grades	\$1,500	\$2,000	
3 or more Grades	\$2,000	\$2,250	

This Proposal shall fully and finally resolve bargaining on Article 4 - Class Size,

FOR THE SIERRA-PLUMAS TEACHERS ASSOCIATION Date:

FOR THE SIERRA-PLUMAS UNIFIED SCHOOL DISTRICT

By: _____

Date:_____

The Sierra-Plumas Joint Unified School District ("District") and the Sierra-Plumas Teachers Association ("SPTA" or "Association") are parties to a collective bargaining agreement ("CBA") which expired on June 30, 2021. The Association and District are in successor negotiations to bargain an updated CBA.

SPTA makes the following proposal regarding:

Article 6 - Safety Conditions of Employment

6.1 Reporting Potentially Hazardous Conditions

Unit Members shall call to the attention of their immediate supervisor any conditions which would create or cause to be a hazard to the safety of employees. The Supervisor shall investigate and take corrective action regarding such conditions or deficiencies noted by Unit Members.

6.2 Investigation Report

6.2.1 A report of this investigation shall be provided to the unit member who provided notice to administration and shall be on file in the building within five (5) days of notification. Emergencies shall require immediate action. A "day" is any day in which the appropriate administrative office is open for business.

6.2.2 The report shall include a summary of the findings and proposed remedy to rectify the safety hazard along with a timeline for completion if warranted. If the unit member is not satisfied with the proposed response; upon request by the unit member a meeting shall be held with the Superintendent and Association President to discuss the matter.

6.3 Reporting Assault Suffered by any Employee

Unit Members shall immediately report cases of assault suffered by them in connection with their employment to their Principal (or immediate supervisor), and the appropriate superintendent's office. The Principal (or immediate supervisor) shall support the unit member with immediately reporting the incident to the nearest law enforcement agency with proper jurisdiction.

Such notification shall be immediately forwarded in writing to the appropriate Superintendent. The Superintendent shall comply with any reasonable request from the Unit Member for information in the possession of the Superintendent relating to the incident or the person(s) involved, and shall act in appropriate ways as liaison between the Unit Member, the proper law enforcement agency, and the courts.

6.4 If a county, state, and or federal governmental agency declare a state of emergency and or pandemic,
 the Parties shall meet within five (5) days to bargain the impacts and effects of such declaration.

This Proposal shall fully and finally resolve bargaining on Article 6 – Safety and Conditions of Employment.

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FOR THE SIERRA-PLUMAS UNIFIED SCHOOL DISTRICT

By:_____

Date:

The Sierra-Plumas Joint Unified School District ("District") and the Sierra-Plumas Teachers Association ("SPTA" or "Association") are parties to a collective bargaining agreement ("CBA") which expired on June 30, 2021. The Association and District are in successor negotiations to bargain an updated CBA.

ARTICLE 7-ORGANIZATIONAL SECURITY

7.1 Shared Positions

A full-time position may be shared by two (2) Unit Members or by one (1) Unit Member and a nonmember (temporary teacher). A shared position can be initiated by any full-time Unit Member. A shared position may be initiated by any full-time Unit Member provided it is initiated in writing prior to April 15 of the year prior to the intended job share year. Should this require a temporary teacher, the Unit Member initiating the shared position shall have the responsibility of assisting the site Principal or supervisor in screening candidates, selecting candidates and serving on the interview team for the hiring of the temporary teacher. The salaries of each teacher should be a prorated amount at 50 percent each, based on the individual placement of each teacher on the salary schedule. If a shared position is desired by one or a pair of permanent teachers, the teacher(s) and the Principal shall mutually agree to the following requirements:

A. Approval of Participation

The program must be approved by the primary member's Site Administrator, appropriate Superintendent, and a committee consisting of two peers selected by the S-PTA President. It is the intent of this article that a program shall not be denied summarily or arbitrarily.

B. Filling Non-Primary Portion of Position

The Site Administrator of the permanent employee desiring a shared contract, will work with the District Office to attempt to facilitate filling the other portion of a shared position.

- C. Options
 - 1. Unit Members may agree to work one (1) semester of each contract year; they may work a half day each; or other arrangements within a school year which shall be approved by the Site Administrator that sum up to 1 FTE. This is to allow for flexible share arrangements. Alternate years are not an option.
 - 2. If the employee's credentials will not allow them to share, a temporary teacher may be hired as long as the arrangement for the temporary teacher is such that the temporary

teacher will teach less than 75 percent of the days of the school year and will teach halftime.

- 3. A Unit Member wanting to reduce his or her time through job sharing for a given year must apply for a leave of absence as per Article XI for that time. The teacher hired to fill such a vacancy, will be hired as a temporary employee.
- D. Performance of Duties

Each "working" Unit Member will perform duties required of any Unit Member under full contract.

E. Health and Welfare Benefits

The primary Unit Member initiating the job sharing request may receive full health and welfare benefits as outlined in Article XI while the secondary member receives none. As an alternative, both employees can have the benefits provided they agree that the costs can be split on a proportional basis 50 percent paid by the District, with each employee paying for the other 50 percent of the benefit's costs with their own funds. This means that the total costs, to the District/County, of the benefits equals the costs of one (1) original benefit package so that there is no net increase in costs to the District/County.

F. STRS Credit

STRS Unit Members participating in the shared position will earn STRS credit based on the portion of the year which has been taught, in accordance with STRS statutes and regulations,

G. Tenured Teacher Rights

A tenured Unit Member sharing a position shall have tenure rights guaranteed by law and the right to return to a full-time position. A Unit Member shall notify the Governing Board in writing prior to March 1st of the school year of his or her intention to return to full-time employment for the following year. Any deviation from the final approved terms of the job sharing positions shall be mutually agreed upon by both the primary and secondary teachers prior to submitting request for change in terms to Site Administrator and appropriate Superintendent.

H. Movement on Salary Schedule

Unit members in a job share teaching less than 75% of the days school is in session (see 12.1, E., 3), shall advance a Step after two (2) years of shared work time.

This Proposal shall fully and finally resolve bargaining on Article 19 – District Budget Review.

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FOR THE SIERRA-PLUMAS UNIFIED SCHOOL DISTRICT

By:_____

Date:

The Sierra-Plumas Joint Unified School District ("District") and the Sierra-Plumas Teachers Association ("SPTA" or "Association") are parties to a collective bargaining agreement ("CBA") which expired on June 30, 2021. The Association and District are in successor negotiations to bargain an updated CBA.

SPTA makes the following proposal regarding:

Article 8 - Evaluations

8.1 Unit Members on Probationary Status

Every Unit Member on probationary status shall be evaluated by the District or SCOE in writing at least twice each school year, not later than November 1st and January February 15th.

This Proposal shall fully and finally resolve bargaining on Article 8 – Evaluations.

FOR THE SIERRA-PLUMAS TEACHERS ASSOCIA By Date

FOR THE SIERRA-PLUMAS UNIFIED

Date:

The Sierra-Plumas Joint Unified School District ("District") and the Sierra-Plumas Teachers Association ("SPTA" or "Association") are parties to a collective bargaining agreement ("CBA") which expired on June 30, 2021. The Association and District are in successor negotiations to bargain an updated CBA.

ARTICLE 10-LEAVES OF ABSENCE

10.1 Sick Leave

A. Eligibility and Amount

Unit Members, except part-time and temporary employees, shall be entitled to ten (10) days of compensated sick leave per school year. Sick leave shall be used to provide for the medical needs of the Unit Member or the medical needs of the Unit Member's immediate family.

B. Immediate Family Defined

Immediate Family: is defined according to subdivision (d) of Labor Code Section 2066, "immediate family member" means spouse, domestic partner, cohabitant, child, stepchild, grandchild, parent, stepparent, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, great grandparent, brother, sister, half-brother, half-sister, stepsibling, brother-inlaw, sister-in-law, aunt, uncle, niece, nephew, or first cousin (that is, a child of an aunt or uncle).

C. Unused Sick Leave

Unused sick leave shall accrue from school year to school year without limitation.

D. Physician's Note

The District or SCOE may require a physician's verification of illness if a Unit Member has been on sick leave for three (3) or more consecutive days.

E. <u>Sick Leave Balances</u>

The District or SCOE shall provide, no later than October 20th of each school year, each Unit Member with a written statement of the following:

1. Total accumulated sick leave. Sick leave absence shall be deducted in hourly increments.

2. Sick leave entitlement for the present school year.

F. Temporary Employees

All temporary Unit Members shall receive one (1) day sick leave per school month worked.

10.2 Leave of Absence for Industrial Accident or Illness

Leave of absence for industrial accident and/or illness shall be granted to Unit Members according to the provisions of Section §44984 of the Education Code, subject to the following regulations or in accordance with current State laws and regulations:

A. Term of Leave

Allowable leave shall be for not less than sixty (60) days during which the schools of the District or SCOE are required to be in session or when the Unit Member would otherwise have been performing work for the District or SCOE in any one (1) fiscal year for the same accident.

B. No Accumulation

Allowable leave shall not accumulate from year to year,

C. First Day of Leave

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

D. Payment of Salary

When a Unit Member is absent from his/her duties on account of an industrial accident or illness, he/she shall be paid such portion of the salary due him/her for any month in which the absence occurs as when added to his temporary disability indemnity under-Division 4 or Division 4.5 of the Labor code will result in a payment to him/her of not more than his/her full salary.

The phrase "full salary" as utilized in this subdivision shall be computed so that it shall not be less than the Unit Member's salary he/she would have earned as that phrase is utilized in Section §4453 of the Labor code. For purposes of this section, however, the maximum and minimum average weekly earnings set forth in Section §4453 of the Labor Code shall otherwise not be deemed applicable.

E. Reduction of Leave

Industrial accident or illness leave shall be reduced by one (1) day of authorized absence regardless of a temporary disability indemnity award.

F. Leave that Extends to Next Fiscal Year

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

G. Checks Received from Workers Compensation Carrier

During all paid leaves, the Unit Member shall endorse all checks received under the Worker's Compensation Law to the District or SCOE. The District or SCOE will then issue warrants to the Unit Member and deduct normal retirement and other authorized contributions.

H, Additional Leave

The District or SCOE may provide for such additional leave of absence for industrial accidents or illness as it deems appropriate.

Medical Release

The Unit Member shall secure a medical release before being permitted to return to work.

J. Deduction from Sick Leave

The District or SCOE shall not deduct sick days from the accumulated sick leave balance of a Unit Member who is absent as the result of an industrial accident.

K. Record keeping

The District or SCOE's report of an industrial accident or illness shall be kept on file in the appropriate office.

10.3 Extended Illness Leave

A. Salary Reduction/Differential Pay

If a Unit Member has utilized all accumulated sick leave and is still absent from duties on account of illness or accident for a period of five (5) school months (100 days) or less, then the amount of salary deducted from the unit member's salary shall be the amount paid to the substitute teacher for the days the unit member was absent from work but shall at no time exceed 50% of the unit member's daily rate of salary.

1. The five (5) months (100 days) or less period during which the above deductions occur shall not begin until all other paid sick leave provisions for which he/she is eligible have been exhausted.

10.4 Maternity Leave

10.4.1 Pregnancy Disability Leave

The District or SCOE for any female Unit Member who is required to be absent from duties whenever she becomes disabled by pregnancy, miscarriage, childbirth, related medical conditions and recovery therefrom.

A. Length of Absence

The length of absence, up to four (4) months, including the date on which the leave shall commence and the date on which the Unit Member shall resume duties, shall be determined by the Unit Member and the Unit Member's physician.

B. Request for Leave

The request and certification for leave shall be filed with the appropriate office thirty (30 days) prior to the commencement of the leave if the leave is foreseeable or in the case of emergency as soon as is practicable.

C. Necessity of Extended Leave

Disabilities caused or contributed to by pregnancy, miscarriage, childbirth and recovery therefrom are, when certified by a physician, temporary disabilities and shall be treated as such. Any Unit Member shall have the right to utilize accumulated sick leave for such disabilities.

D. Supplemental Paid Leave

The District will provide unit members on pregnancy disability leave (PDL) with up to10 supplemental paid PDL leave days that shall not be deducted from their regular accrued sick leave.

10.5 Parental Leave

A. Unit members may use their sick leave for purposes of parental leave for a period of up to twelve (12) workweeks as provided by Education Code section 44977.5.

B. For unit members who have exhausted all available sick leave, including all accumulated sick leave, and continue to be absent from their duties on account of parental leave pursuant to Section 12945.2 of the Government Code, the amount deducted from the salary due them for any of the remaining portion of the twelve (12) workweek period in which the absence occurs shall not exceed the sum that is actually paid a substitute employee employed to fill their position during their absence or, if no substitute employee was employed, the amount that would have been paid to a substitute had they been employed. However, at no time shall a unit member receive less than 50% of their daily rate of salary while on this leave.

- E The twelve (12) workweek period shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of parental leave.
- F. Unit members may take this leave in one twelve (12) week block or take the leave intermittently in smaller blocks. Unit members shall not be provided more than one twelve (12) week period for parental leave during any twelve (12) month period.
- G. Parental leave taken pursuant to this section shall run concurrently with parental leave taken pursuant to Section 12945.2 of the Government Code. The aggregate amount of parental leave taken pursuant to this section and Section 12945.2 of the Government Code shall not exceed twelve (12) workweeks in a twelve (12) month period.
- H. For purposes of this section, "parental leave" means leave for reason of the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee.

- I. If both parents of a child work for the district, their family care and medical leave related to the birth or placement of the child shall be limited to a combined total of twelve (12) work weeks. This restriction shall apply regardless of the legal status of the parental relationship.
- J. The school district shall make every reasonable effort to secure the services of a substitute employee. If no substitute can be found, and the district must hire to fill the position, the amount deducted from the unit member's salary shall not be more than fifty percent (50%) of their salary.

10.6 Family Care Leave

Pursuant to the California Family Rights Act and Federal Family and Medical Leave Act a Unit Member shall be entitled to family care and medical leave (California Family Rights Act – CFRA) as set forth in California Government Code and the Federal Family and Medical Leave Act (FMLA). CFRA and FMLA leaves shall be granted in accordance to current laws and regulations.

A. Eligibility

Unit Members who have been employed by the District and/or SCOE at least twelve (12) months of continuous service, and who meet all the requirements of this section, may take up to a total of twelve (12) workweeks in a12 month period for family care leave.

B. Definitions

Both the FMLA and CFRA require a covered Employer to permit an eligible Unit Member to take up to twelve (12) workweeks of unpaid leave during a 12-month period for certain specified purposes including:

- To care for the Employee's newborn child
- To care for a child placed with the Employee for adoption or foster care
- To care for the Employee's spouse, child or parent who has serious health condition
- To care for the child for whom the Employee stands in loco parentis
- The Employee's own serious health condition
- Necessity arising from family members serving in Armed Forces.

Some exceptions apply to CFRA leave

The following definitions shall apply to this Article 10.6:

- "Child" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in "loco parentis" who is either of the following:
 (a) Under 18 years of age;

 - (b) An adult dependent child.
- 2. "Family Care and Medical Leave" means either of the following:
 - Leave for reason of the birth of a child of the Unit Member, the placement of a child with a Unit Member in connection with the adoption of the child by the Unit Member, or the serious illness of a child of the Unit Member;
 - (b) Leave to care for a parent, or a spouse who has a serious health condition.
- 3. "Employment in the same or comparable position" means employment in a position that has

the same or similar duties and pay which can be performed at the same or similar geographic location as the position held prior to the leave.

- 4. "Healthcare Provider" means an individual holding either a physician's or surgeon's certificate as defined in the FMLA and CFRA.
- 5. "Parent" means a biological, foster, or adoptive parent, a stepparent, a legal guardian, or other person who stood in loco parentis to the Unit Member when the Unit Member was a child.
- 6. "Serious health condition" means an illness, injury, impairment, or physical or mental condition which warrants the participation of a family member to provide care during a period of the treatment or supervision and involves either of the following:
 - (a) Inpatient care in a hospital, hospice, or residential health care facility;
 - (b) Continuing treatment or continuing supervision by a health care provider.

C. Restrictions

Accumulated and/or available sick leave

Unit Member taking leave permitted by 10.6.A may elect, or the District/SCOE may require the Unit Member to substitute for leave allowed under subdivision any of the Unit Member's accrued time off during this period or any other paid or unpaid time off negotiated with the District/SCOE. However, a Unit Member shall not use sick leave during the period of the family care leave.

D. Benefits

Unit Member taking leave pursuant to subdivision A shall continue to be entitled to participate in health plans pension and retirement plans, and supplemental unemployment benefit plans to the same extent and under the same conditions as apply to an unpaid leave taken for any purpose other than family care for the duration of the twelve (12) week leave. The Unit Member's share of premiums must be paid through payroll deduction or other methods; if unpaid leave, as agreed upon between Employer and Unit Member.

E. Seniority

During a family care leave period, the Unit Member shall retain employee status, and the leave shall not constitute a break in service, for purposes of longevity, seniority under this Agreement, or any employment benefit plan.

F. Notice

Unit Member returning from leave shall return with no less seniority than he/she had when the leave commenced, for purposes of lay-off, recall, promotion, job assignment, and seniority-related benefits.

G. Scheduling of Leave

If the Unit Member's need for leave pursuant to this section is foreseeable due to a planned medical treatment or supervision, the Unit Member shall make a reasonable effort to schedule the treatment or supervision to avoid disruption to the operations of the District and/or SCOE subject to the approval of the healthcare provider of the individual requiring the treatment or supervision.

- H. Documentation
 - 1. The District/SCOE shall require that a Unit Member's request for leave to care for a child, a spouse, or a parent who has a serious health condition be supported by a certification issued by the health care provider of the individual requiring care. That certification shall be sufficient if it includes all of the following:
 - (a) The date on which the serious health condition commenced;
 - (b) The probable duration of the condition;
 - (c) An estimate of the amount of time that the health care provider believes the Unit Member needs to care for the individual requiring the care; and
 - (d) A statement that the serious health condition warrants the participation of a family member to provide care during a period of the treatment or supervision of the individual requiring care.
 - 2. Upon expiration of the time estimated by the healthcare provider in subparagraph (c), the District/SCOE may require the Unit Member to obtain re-certification in accordance with the procedure provided in paragraph 1, if additional leave is required.
 - 3. Leave provided pursuant to this section may be taken in one (1) or more periods but shall not exceed a total of twelve (12) workweeks within a twelve (12) month period from the date the leave commenced.
- I. Right of Refusal

1. The District/SCOE shall not be required to grant a Unit Member family care leave which would allow the Unit Member and the other parent of the child family care leave totaling more than the amount specified in subdivision A.

J. 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

10.7 Bereavement Leave

Every Unit Member employed in a position requiring certification qualifications is entitled to a leave of absence for a death in the immediate family as follows:

- A. Unit members shall receive five (5) days of supplemental paid leave for the death of an immediate family member-
- B. No deduction shall be made from the salary of such Unit Member nor shall such leave be deducted from any other leaves accrued by the Unit Member;
- C. Immediate family (see 10.1, B.)
- D. Any additional days requested beyond those provided by this section must be handled through the provisions of this agreement under personal necessity leave;

10.8 Personal Necessity Leave

A. Eligibility

Each Unit Member, in accordance with the law and pursuant to the provisions of this policy, is entitled to leave for reasons of personal necessity. Such leaves shall be charged to the Unit Member's sick leave. The use of Personal Necessity Leave will be determined solely by the Unit Member.

B. Number of Days per Year

The total number of days used for personal necessity leave in any school year may not exceed seven (7).

C. Notice of Request for Leave

Request for personal necessity leave shall be made at least three (3) days in advance to the immediate supervisor, except in cases of emergency, when they need to be absent from work due to personal necessity.

- D. Prohibited Use
 - 1. Personal necessity leave shall not be used to disrupt the normal operating functions of the school.
- 10.9 Discretionary Leave
 - A. Number of Days Per Year

Each Unit Member is entitled to two (2) days of supplemental paid leave to attend to matters during a work day for any reason except as noted below.

B. Notification

Unit members shall make notification at least three (3) days in advance to their immediate supervisor.

C. Accrual

Discretionary leave shall not accrue from year to year and shall not be charged to or deducted from a Unit Member's sick leave.

D. Prohibited Use

1. Discretionary leave shall not be used to disrupt the normal operating functions of the school.

10.10 Jury Leave

A. Notice to District or County

A Unit Member selected for jury duty or as a witness shall notify his immediate supervisor and the appropriate office.

B. Payment Received for Service as Juror

A Unit Member serving on jury duty or as a witness will be required to deliver to the appropriate office all fees received as a juror or witness, excluding payment for personal expenses while on jury duty or appearing as a witness.

C. Salary

A Unit Member serving on jury duty or as a witness shall be entitled to full pay and benefits normally due for the period of the jury duty or witness appearance.

- D. Definitions
 - 1. The term "jury duty" as used in this Article includes service on a County Grand Jury.
 - 2. Serving "as a witness" is defined as a court appearance under subpoena or to respond to an official order from another governmental jurisdiction when not brought about through the connivance or misconduct of the Unit Member.
- 10.11 Legislative Leave
 - A. Eligibility

A Unit Member who is elected to the State Legislature, or Congress shall be entitled to an unpaid leave of absence for the length of the term or terms in office.

- B. Return to Employment
 - 1. The Unit Member on such leave shall notify the District or SCOE of the semester in which return is intended.
 - 2. The return to employment shall be at the beginning of the semester specified in 10.11.B.1.
- C. Benefits

The Unit Member on such leave shall be entitled to return to employment at

the end of the leave but shall not be entitled to regular employee benefits while on leave, unless the Unit Member desires to maintain benefits at his/her own expense.

10.12 Sabbatical Leave

A. Purpose

Sabbatical leaves are intended for certificated personnel who have as their primary purpose the maintenance or improvement of skills which relate to the improvement of the programs within the District or SCOE.

B. Eligibility

A Unit Member is eligible to apply during his/her sixth (6th) consecutive year of service (or any consecutive year of service thereafter) if the Unit Member has not reached his/her 63rd birthday. The six (6) consecutive years of service must be with the *E*mployer from which the leave is taken. A Unit Member will receive only one sabbatical leave during a six (6) year period.

C. Length of Leave

A Unit Member may receive a sabbatical leave for either one (1) or two (2) semesters. Only one (1) Unit Member from each employer per semester may receive sabbatical leave. There will be only two (2) semesters of sabbatical leave from each Employer allowed each school year.

- D. Application Procedure
 - 1. Applicant should confer with his/her immediate supervisor to review the application procedure.
 - 2. Applications for sabbatical leave must be submitted by November 1, (in triplicate) to the appropriate Superintendent and shall include a full statement of the purposes (study, travel, or research), expected benefits and outcomes, and plans for use of leave. The Superintendent will determine eligibility and will forward the application to the Professional Growth Committee. The Professional Growth Committee will interview the applicant at his/her request, prior to making their recommendation. The Professional Growth Committee will submit their recommendation and the applicant's proposal to the Superintendent by January 15. If the applicant is a District employee, the District Superintendent will forward the recommendation to the Board and the applicant.
 - 3. The District Superintendent will notify the applicant of the final decision of the Board not later than February 15. If the applicant is an SCOE employee, the County Superintendent shall notify the applicant of his/her decision no later than February 15.
 - 4. If the sabbatical leave is not granted, a letter will be sent to the appropriate person stating the reasons for denial.

E. Sabbatical Leave Requirements

1. Upon being granted sabbatical leave, the Unit Member will sign an agreement to return to service in the District or SCOE for not less than two (2) years upon completion of the leave or restore to the District or SCOE all salary payments received while on leave.

- 2. While on sabbatical leave for study, a Unit Member shall complete at least ten (10) semester units of upper division or graduate work for each semester of leave granted. These courses shall be exclusive of correspondence courses. Previous to such leave, the courses must be approved by the Professional Growth Committee. Transcripts, or other evidence of completion, shall be submitted to the appropriate Superintendent's office within ninety (90) days after the Unit Member's return to duty.
- 3. When seeking sabbatical leave for research, the applicant shall submit a detailed outline of his proposed project for review. This detailed outline should include the following: objectives, method of conducting the project, materials and agencies, or institutions, project completion date with completion dates for sub-portions, and proposed method of preparing final report with bibliography upon completion of leave.
- 4. While on sabbatical leave for travel, Unit Members shall remain in travel status at least three (3) weeks a month for each semester of leave granted. The application for leave shall include an itinerary of the proposed travel, together with a statement concerning the proposed objective of the travel. Upon completion of the leave and within 30 days after the Unit Member's return to duty, a detailed itinerary and a written report of not less than 1,500 words shall be submitted to the appropriate Superintendent's office setting forth the Unit Member's reactions to the trip and a statement of the benefit to the schools and the pupils of the District or SCOE.

F. Compensation While on Sabbatical Leave

- 1. Compensation while on sabbatical leave shall be one-half the salary the Unit Member would have received had he/she remained teaching in the District or SCOE.
- 2. Salary while on leave will be paid pursuant to District or SCOE policy or in two (2) equal payments following the leave, as stated in item 5 of this section.
- 3. Applicants who desire to receive salary allowance while on sabbatical leave must furnish a suitable bond indemnifying the District or SCOE for any salary paid the Unit Member during the period of the sabbatical leave in the event the Unit Member fails to return to render two (2) full years of service to the District or SCOE following the termination of the sabbatical leave, or in the event the Unit Member fails to satisfactorily carry out the program of study or the itinerary of the approved trip or research project.
- 4. The Unit Member shall make arrangements with the business office for the disposition of his/her salary warrant each month by authorizing a written appointment of a bank or depository to receive his/her salary, or the disposition according to an appropriate and fully executed power of attorney.
- 5. Applicants who do not wish to receive a salary allowance and furnish a bond shall be paid in two (2) equal annual installments as follows: At the end of the first year of service, after the Unit Member's return to duty, the business office shall release the first installment upon receipt of a District Board resolution or SCOE Superintendent's determination authorizing the payment of said installment and including an affirmation to the effect that the Unit Member has completed one (1) year of service and fulfilled all other legal requirements. At the end of the second year of service, a similar procedure shall be followed authorizing payment of the second and final installment.

- 6. In the event that the sabbatical leave was for only one (1) semester, the first installment shall be payable at the end of the first semester of service after the Unit Member's return to service. The second installment shall be payable at the end of the second semester after the Unit Member's return to service.
- G. Effect upon Position Status, Salary Increments, Health and Welfare Benefits and Retirement
 - 1. Such leave will be counted toward years of service and experience on the salary schedule as if the Unit Member had remained working in the District or SCOE.
 - 2. At the expiration of the leave, the Unit Member will be reinstated in the same position held at the time leave was granted, or another position mutually agreed to prior to the taking of the leave.
 - 3. The Unit Member's normal percentage rate of deduction for retirement purposes shall be applied to the actual salary received. The sabbatical leave year is counted as one-half (1/2) year service for retirement purposes.
 - 4. Health and welfare benefits will continue as set forth in Article 11 of this Agreement.
- H. Accident and Illness While on Sabbatical Leave
 - Interruption of the program of study or travel caused by a serious accident or illness during a sabbatical leave shall not affect the amount of compensation to be paid. However, the District or SCOE must be notified by registered mail within two (2) weeks after the accident or onset of illness. A medical doctor's statement verifying the accident or illness must be submitted.
- I. Other Provisions and Terms of this Sabbatical Leave Policy
 - 1. In all other matters not herein mentioned, the California Education Code and all amendments affecting sabbatical leave will become a part of these rules and regulations and shall govern this sabbatical leave policy.

10.13 Catastrophic Leave Bank

A. Establishment

The Association and the District/SCOE agree to establish the Sierra-Plumas Teachers' Association Catastrophic Leave Bank effective July 1, 2007.

B. To qualify for Catastrophic Leave, the employee, who has exhausted all paid leave, must have suffered an illness or injury that is expected to incapacitate the employee for an extended period of time, and taking extended time off creates a financial hardship for employee.

Catastrophic Leave shall begin no sooner than the 11th work day of absence, and only after all other personal accumulated sick leave and other paid time off have been exhausted.

Participation in the Catastrophic Leave Bank is voluntary. *Unit Members* desiring participation must donate 15 sick leave hours by September 1, 2007. After September 1, 2007, new participants must make a donation of 15 sick leave hours and any other additional amount equivalent to other participants based upon that Unit Member's date of eligibility to join. New Unit Members participating may join during a *two* (2) week eligibility time during the first two weeks of the school year.

Unit members who do not join the Bank upon first becoming eligible must wait 90 days after joining the Bank before becoming eligible to receive a contribution from the Bank.

Unit Members in the Bank may require solicitation of additional hours/hours, dependent upon need, when the bank of days drops to or below 300 hours. Failure to make such donation shall result in automatic cancellation of the membership.

C. Catastrophic Leave Bank Committee

A Catastrophic Leave Bank Committee shall be established consisting of three (3) certificated members with at least one member from Downieville (K-12), Loyalton Elementary (K-6), Loyalton High School (7-12).

It shall be the responsibility of the Committee to administer the Catastrophic leave Bank in accordance with this Agreement and application State law. The Duties of the Committee are to:

- (a) Receive leave requests
- (b) Verify the validity of requests
- (c) Approve or deny requests
- (d) Communicate its decision to effected employees and the Superintendent
- (e) Solicit donations of sick leave from eligible employees as needed
- (f) Communicate required information with the correct District Office personnel to ensure compliance with all laws.

The Committee shall keep all records confidential and shall not disclose the nature of any illness except as is necessary to process the request for leave.

D. Application Procedure

The Unit Member desiring Catastrophic Leave shall submit a request in writing to the Catastrophic Leave Bank Committee stating the facts which support the need for Catastrophic Leave, including verification.

The Committee shall review the application and make its decision within a reasonable period of time.

If the Committee reasonably believes that the application may be eligible for disability retirement under STRS or Social Security, the Committee may request that the applicant apply for such benefits. If the applicant fails to submit a complete application for disability, including medical information provided by the applicant's physician within twenty (20) calendar days, he/she shall no longer be eligible for the Catastrophic Leave Bank. The applicants' acceptance of disability retirement is not required in order to be eligible for receiving hours from the Catastrophic Leave Bank. If the Committee determines that the Unit Member is eligible for Catastrophic Leave, it shall designate the number of hours of eligibility. If donated hours of sick leave are available from the Leave Bank, they may be used by the Unit Member. If sufficient hours are not available, the Committee shall solicit donations of hours from eligible employees Unit Members in accordance with this agreement.

E. Donations to the Catastrophic Leave Bank/Usage of Hours

Unit Members may donate up to eighty (80) hours of accrued, full time sick leave to the Catastrophic Leave Bank each school year.

Once made, a donation becomes irrevocable. All contributions shall be voluntary and no Unit Member shall be pressed to contribute to the Bank.

Unused hours remaining in the Catastrophic Leave Bank shall carry over from year to year.

Unit Members using hours granted to them from the Catastrophic Leave Bank shall not accrue any other leave provided for by this Agreement, or by law.

If the Catastrophic Leave Bank is terminated for any reason, any hours remaining in the Bank shall be returned to the then current participating Unit members in proportion to the number of hours donated.

The denial of a request for hours from the Catastrophic Leave Bank is not subject to review or appeal under any procedure.

10.13 Catastrophic Leave Bank

A. Establishment

The Association and the District agree to establish the Sierra-Plumas Teachers' Association Catastrophic Leave Bank effective July 1, 2007.

B. To qualify for Catastrophic Leave, the employee, who has exhausted all paid leave, must have suffered an illness or injury that is expected to incapacitate the employee for an extended period of time, and taking extended time off creates a financial hardship for employee.

Catastrophic Leave shall begin no sooner than the 11th work day of absence, and only after all other personal accumulated sick leave and other paid time off have been exhausted.

Participation in the Catastrophic Leave Bank is voluntary. Association employees desiring participation must donate 15 sick leave hours by September 1, **2007.** After September 1, 2007, new participants must make a donation of 15 sick leave hours and any other additional amount equivalent to other participants based upon that employee's date of eligibility to join. New employees participating may join during a 2 week eligibility time during the first two weeks of the school year.

Association members who do not join the Bank upon first becoming eligible must wait 90 days after joining the Bank before becoming eligible to receive a contribution from the Bank.

Members in the Bank may require solicitation of additional hours/hours, dependent upon need, when the bank of days drops to or below 300 hours. Failure to make such donation shall result in automatic cancellation of the membership.

C. Catastrophic Leave Bank Committee

A Catastrophic Leave Bank Committee shall be established consisting of three (3) certificated members with at least one member from Downieville (K-12), Loyalton Elementary (K-8), and Loyalton High School (9-12).

It shall be the responsibility of the Committee to administer the Catastrophic leave Bank in accordance with this Agreement and application State law. The Duties of the Committee are to:

- a. Receive leave requests
- b. Verify the validity of requests
- c. Approve or deny requests
- d. Communicate its decision to effected employees and the Superintendent
- e. Solicit donations of sick leave from eligible employees as needed
- f. Communicate required information with the correct District Office personnel to ensure compliance with all laws.

The Committee shall keep all records confidential and shall not disclose the nature of any illness except as is necessary to process the request for leave.

D. Application Procedure

The employee desiring Catastrophic Leave shall submit a request in writing to the Catastrophic Leave Bank Committee stating the facts which support the need for Catastrophic Leave, including verification.

The Committee shall review the application and make its decision within a reasonable period of time.

If the Committee reasonably believes that the application may be eligible for disability retirement under STRS or Social Security, the Committee may request that the applicant apply for such benefits. If the applicant fails to submit a complete application for disability, including medical information provided by the applicant's physician within twenty (20) calendar days, he/she shall no longer be eligible for the Catastrophic Leave Bank. The applicants' acceptance of disability retirement is not required in order to be eligible for receiving hours from the Catastrophic Leave Bank.

If the Committee determines that the employee is eligible for Catastrophic Leave, it shall designate the number of hours of eligibility. If donated hours of sick leave are available from the Leave Bank, they may be used by the employee. If sufficient hours are not available, the Committee shall solicit donations of hours from eligible employees in accordance with this agreement.

E. Donations to the Catastrophic Leave Bank/Usage of Hours

Employees may donate up to eighty (80) hours of accrued, full time sick leave to the Catastrophic Leave Bank each school year.

Once made, a donation becomes irrevocable. All contributions shall be voluntary and no employee shall be pressed to contribute to the Bank.

Unused hours remaining in the Catastrophic Leave Bank shall carry over from year to year.

Unit Members using hours granted to them from the Catastrophic Leave Bank shall not accrue any other leave provided for by this Agreement, or by law.

If the Catastrophic Leave Bank is terminated for any reason, any hours remaining in the Bank shall be returned to the then current participating Unit Members in proportion to the number of hours donated.

The denial of a request for hours from the Catastrophic Leave Bank is not subject to review or appeal under any procedure.

- 10.14 Pandemic/Health Emergency Declarations and Quarantine Leave
 - A. Quarantine Orders: Unit members who are required by the District, State, or Federal agencies to quarantine at home shall either be provided the opportunity to work remotely without loss of pay or benefits if able to do so or be placed on paid leave for all days they are ordered to quarantine/isolate.
 - B. Exposed/Symptomatic/Sick unit members: during a declared pandemic or health emergency by the County and or State Health Departments, Unit members who are symptomatic or have been exposed to sick individuals shall be provided up to ten (10) days of supplemental paid sick leave to self-isolate, see a doctor, or to get tested for the virus/disease or follow other protocols as set forth by the health department. Unit members may be required to provide a doctors note or positive test result to utilize this leave as recommended by health officials.

This Proposal shall fully and finally resolve bargaining on Article 10 – Leaves of Absence.

FOR THE SII		
Ву:	ffl-	Nettern ~
Date:	21	22

FOR THE SIERRA-PLUMAS UNIFIED SCHOOL DISTRICT

Ву:_____

Date: _____

The Sierra-Plumas Joint Unified School District ("District") and the Sierra-Plumas Teachers Association ("SPTA" or "Association") are parties to a collective bargaining agreement ("CBA") which expired on June 30, 2021. The Association and District are in successor negotiations to bargain an updated CBA.

Article 13 - Negotiation Procedures

13.1 Initial Proposal

Bargaining over a successor agreement shall begin no later than October of the school year preceding the contracts expiration. Bargaining over contract reopeners shall begin no later than March of the school year preceding the school year in which the changes shall take effect. The Parties agree to exchange and submit initial proposals for successor or reopener negotiations one (1) week prior to the September or February board meetings so that the initial proposals may be presented for public consideration (Sunshine) and adoption by the District and SCOE at the board meeting in the month proceeding the start of negotiations. However, the Parties agree that missing these deadlines does not preclude either party from submitting proposals for Sunshine later nor does it preclude the Association from its legal right to meet with the district to commence impact and effect bargaining over local, state, and or federal decisions that impact the terms and conditions of employment for unit members.

13.2 Reopener Negotiations

During the term of duration of this Agreement, each party shall be limited to initial proposals of two (2) articles of choice in addition to salary and benefits which are automatic reopeners each year.

13.3 Agreements

Agreement reached by representatives of each party shall be in writing, signed by agents of both parties and become tentative agreements pending completion of negotiations and formal ratification by both parties.

13.4 Guidelines

Negotiation guidelines may be developed by mutual agreement but shall be outside of this contract agreement.

13.5 Collective Bargaining Agreement (CBA)

Within one (1) month of ratification of tentative agreements reached during successor or reopener negotiations, the district shall provide sufficient copies of the CBA for distribution to all teachers. The District and SCOE shall also upload a digital copy of the CBA to the District web site.

This Proposal shall fully and finally resolve bargaining on Article 13 – Negotiation Procedures.

FOR THE SIERRA-PLUMAS TEACHERS ASSOCIATION By: Date:

FOR THE SIERRA-PLUMAS UNIFIED SCHOOL DISTRICT

By:_____

Date: _____

PROPOSAL from the SIERRA-PLUMAS TEACHERS ASSOCIATION to the SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT (Successor Agreement Negotiations)

The Sierra-Plumas Joint Unified School District ("District") and the Sierra-Plumas Teachers Association ("SPTA" or "Association") are parties to a collective bargaining agreement ("CBA") which expired on June 30, 2021. The Association and District are in successor negotiations to bargain an updated CBA.

SPTA makes the following proposal regarding:

Article 16 - Duration of Agreement

- 16.1 The Parties agreed to a one-year extension of the previous contract which expired on June 30, 2021, by rolling-over all existing language not specifically addressed in the Tentative Agreement signed on June 10, 2021 which closed all negotiations for Salary and Health Benefits for the 2021-22 school year.
- 16.2 This Agreement represents the entire agreement between the District Board, SCOE, and the Association under provisions of the "Act" and shall be in full force and effect from July 1, 201822, and shall continue in full force and effect until June 30, 20245.

This Proposal shall fully and finally resolve bargaining on Article 16 – Duration of Agreement.

FOR THE SIERRA-PLUMAS TEACHERS ASSOCIATIO Date

FOR THE SIERRA-PLUMAS UNIFIED SCHOOL DISTRICT

Date:

PROPOSAL from the SIERRA-PLUMAS TEACHERS ASSOCIATION to the SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT (Successor Agreement Negotiations)

The Sierra-Plumas Joint Unified School District ("District") and the Sierra-Plumas Teachers Association ("SPTA" or "Association") are parties to a collective bargaining agreement ("CBA") which expired on June 30, 2021. The Association and District are in successor negotiations to bargain an updated CBA.

ARTICLE 17 SENIORITY DETERMINATION

17.1 Seniority Determination

Seniority is determined by the first date of paid service in a probationary status in either the District or SCOE. If a current Unit Member has previously transferred from the District to the Sierra County Office of Education, or vise-versa, the employee shall retain their original first date of paid service that the employee had with whichever agency first employed them.

- 17.2 As Between Unit Members who first rendered paid service on the same date, as set forth in Section 17.1, the specific criteria to be used in determining their relative order of seniority are the following: "
 - A. Professional Preparation

1. 2.	Each valid credential held for service	3 points
۷.	Each subject area of teaching competency established by the Unit Member's major	2 points
3.	Each subject area of teaching competency	4
4.	established by the Unit Member's minor Each credential authorization beyond the	1 point
	Unit Member's major/minor	1 point
5.	Each master's degree held	1 point

- B. Experience
 - Each year of previous in-District experience as a certificated employee which reflects in years of service other than that determined by the established hire date. (A certificated employee who may have resigned and been rehired at a later date) 1 point
 - 2. Each year out-of-District experience up to seven (7) years as a certificated employee

1 point

B.Lottery

- 1. If any two or more certificated employees who first rendered paid service on the same date still have the same number of points after application of points provided above, the ranking of such employees shall be determined by a lottery conducted by the appropriate Superintendent or his/her designee.
- 17.3 A determination of seniority as set forth in Sections 17.1 and 17.2 shall be utilized for any reductions in force that may occur pursuant to provisions of the California Education Code, and shall also be used for determining seniority, as necessary, pursuant to Article 9.

This Proposal shall fully and finally resolve bargaining on Article 17 – Seniority Determination.

FOR THE SIERRA-PLUMAS TEACHERS ASSOCIATION By: Date:

FOR THE SIERRA-PLUMAS UNIFIED SCHOOL DISTRICT

By:_____

Date:

PROPOSAL from the SIERRA-PLUMAS TEACHERS ASSOCIATION to the SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT (Successor Agreement Negotiations)

The Sierra-Plumas Joint Unified School District ("District") and the Sierra-Plumas Teachers Association ("SPTA" or "Association") are parties to a collective bargaining agreement ("CBA") which expired on June 30, 2021. The Association and District are in successor negotiations to bargain an updated CBA.

ARTICLE 20 TEACHER INDUCITON PROGRAMS

20.1 Establishment of Programs

- A. A Peer Assistance and Review Program ("PAR program") shall be established effective July 1, 2000, to provide services for any unit member referred as a result of an unsatisfactory annual or biennial evaluation or for any unit member who may wish to voluntarily participate. The PAR and Teacher Induction programs are designed solely for the purpose of improving teaching, not terminating teachers. The confidentiality of all participants in the program shall be respected at all times.
- **B.** Effective July 1, 2001, any unit member without a clear credential shall be served by the Teacher Induction Program.

20.2 Description of Program

The program for PAR participants shall include:

- A. The development of a plan which shall be in writing, clearly stated, aligned with pupil learning and consistent with the evaluation requirements of Article 8;
- B. The plan shall be mutually developed by the Consulting Teacher and the Participating Teacher, subject to the approval of the members of the Joint Committee;
- C. Assistance and review shall include multiple observations of Participating_Teacher during periods of classroom instruction. Such observations shall be performed by a Consulting Teacher;
- D. Each PAR participant shall be provided with sufficient staff development activities to assist each participant to improve his/her teaching skills and knowledge; and

E. A written record of the PAR participant's participation in the program will be signed by all members of the Joint Teacher Administrator Peer Review Committee.

20.3 Joint Teacher Administrator Peer Review Committee

The program shall be governed by a Joint Teacher Administrator Peer Review Committee ("Joint Committee") consisting of three (3) teachers and two (2) administrators. S-PTA shall submit the names of the three teachers to be named to this committee. The District and SCOE will choose the two (2) administrators.

20.4 Duties of the Joint Committee

The Joint Committee shall:

- A. Establish its own rules of procedure, including method of selection of the chair, to effect the provisions of the article. Said rules and procedures will be consistent with the provisions of this Agreement, and to the extent there is an inconsistency, the Agreement shall prevail;
- B. Provide annual training for the panel members;
- C_x Advertise for and nominate the panel of Consultant Teachers;
- D. Provide training for Consulting Teachers prior to participation in the program;
- E. Establish its own meeting schedule. (Teachers serving on this committee shall be compensated at the rate of \$250.00 for each meeting they attend.);
- F. Communicate in writing with the PAR participant, the consulting teacher, and the site Principal;
- G. Issue and sign a final report concerning the results of the PAR participant's participation in the PAR program;

20.5 Consulting Teachers Pool

A pool of Consulting Teachers will be selected by the Review Panel. Every attempt will be made to fill this pool with teachers with diverse backgrounds and assignments to enable the program to address the many needs of the District and SCOE.

20.6 Consulting Teachers

Consulting Teachers shall:

- A. Be permanent teachers in the District or SCOE with at least five (5) years of professional teaching experience;
- B. Demonstrate effective instructional performance in the District or SCOE, including but not limited to, substantial recent classroom experience, effective communication skills, knowledge of subject matter, and the ability to work cooperatively with others;
- C. Be nominated by a majority of votes of the members of the Joint Committee based on the Joint Committee's classroom observations;
- D. Be provided release time for approved training and consultant time;
- E. Receive a stipend of \$2000.00 per school year;
- F. Be limited to consulting with two (2) PAR participants per semester;
- G. Continue all rights of bargaining Unit Members. Functions performed pursuant to this Article by bargaining Unit employees shall not constitute either management or supervisory functions;
- H. Develop, with the PAR participant's help, a plan to assist the PAR participant tailored to the specific needs of the participant and subject to the approval of the Joint Committee;
- I. Be limited to working with a PAR participant for a maximum length of one (1) year;
- J. Not be required to testify at any time in any matter relating to the PAR participant;
- K_{*} Shall conduct multiple observations of the PAR participant during classroom instruction, and shall have both pre-observation and post-observation conferences;
- L. Shall monitor the progress of the PAR participant and shall provide periodic written reports to the PAR participant for discussion and review;
- M. Shall continue to provide assistance to the PAR participant until he or she concludes that the teaching performance of the PAR participant is satisfactory, or that further assistance will not be productive. The Consulting Teacher may elect to stop providing assistance at any time and may choose to simply report that "further assistance will not be productive;"
- N. Shall engage in formative review of the PAR participant's participation in the program and forward this review to the Joint Committee. A formative review is a process in which the participant and the Consulting Teacher mutually agree upon goals and then mutually assess the progress toward the achievement of these goals; and

O. Shall serve as BTSA Support Providers when appropriate.

20.7 Indemnification

The District and the SCOE agree to indemnify and provide a defense for the Consulting Teacher against any claims, causes of action, damages, grievances, administrative proceedings or any other litigation arising from the Consulting Teacher's participation in the PAR program. The Consulting Teacher retains his or her right to select his or her own attorney to represent him or her in such actions. The District or SCOE, as appropriate, will pay legal costs and fees in such actions.

20.8 Participating Teacher

This agreement recognizes two (2) types of participating teachers:

A. Volunteer Participating Teacher

A Volunteer Participating Teacher is any teacher who volunteers to participate in the PAR program. The Volunteer's purpose of participation is for peer assistance only. The Consulting Teacher and the Volunteer Participating Teacher shall participate in a formative review of the Volunteer Participating Teacher. All communication between the Consulting Teacher and a Volunteer Participating Teacher shall be confidential.

B. Referred Participating Teacher

A Referred Participating Teacher is any tenured teacher referred as a result of an unsatisfactory annual or biennial evaluation. The District, the SCOE and the Association all agree that no Unit Member will be referred to the PAR program until July 1, 2001.

20.9 Changing Consulting Teacher

A different Consulting Teacher may be selected to work with any Participating Teacher at any time during the process when required to do so by the Participating Teacher of the Consulting Teacher.

20.10 Representation by Association

The PAR participant has the right to be represented throughout these procedures by the Association representative of his or her choice.

The PAR participant shall have the opportunity to review the Joint Committee's final report and give input before the report is made available for placement in his or her personnel file. The PAR participant shall sign this final report to indicate that he or she has reviewed the report and has been given a chance to offer input. The signature does not necessarily signify agreement with the report. In the event of any disagreement with the Joint Committee's final report the PAR participant shall have the right to submit a written response, within twenty (20) days, and have it attached to the final report.

20.12 SCOE Participation

The County SCOE participation will involve one (1) county teacher as a Consulting Teacher. The Curriculum Coordinator will sit on the committee Joint Commission as an advisory, non-paid member. All payments for County SCOE participation will come from the County SCOE grant and be administered through the County Office of Education.

This Proposal shall fully and finally resolve bargaining on Article 20 – PAR and BTSA Programs.

FOR THE SIERRA-PLUMAS TEACHERS ASSOCIATION Bv: Date:

FOR THE SIERRA-PLUMAS UNIFIED SCHOOL DISTRICT

By:_____

Date:

Salary Schedule: Nurses SPTA Counter-Proposal 5.22.22 Appendix A-2 STEP CLASS 1 CLASS 2 CLASS 3 1 \$40,606.00 \$47,238.00 \$51,955.59 2 \$40,606.00 \$48,418.95 \$54,120.41 3 \$40,606.00 \$49,629.42 \$56,375.42 4 \$40,606.00 \$50,870.16 \$58,724.40 5 \$40,606.00 \$52,141.91 \$61,171.25 6 \$63,720.05 7 \$66,375.06 8 \$69,140.68 9 \$72,021.54 10 \$75,022.44 11 \$78,148.38 12 \$81,404.56 13 \$84,796.42 14 \$88,329.60

Class I Registered Nurse - No Bachelor's Degree

Class II Registered Nurse - Preliminary School Nurse Services Credential (CL-380)

\$92,010.00

Class III Registered Nurse - Regular School Nurse Services Credential (CL-380)

Effective July 1, 2021

15

Effective July 1, 2022 this schedule shall be increased across all cells by the percentage of fully-funded LCFF COLA as per the tentative agreement ratified December 13, 2021.

fawaie fettern 9/21/22

SIERRA COUNTY OFFICE OF EDUCATION SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT Effective 7/1/2022

Steps	Class I		Class II		Class III		Class IV		Class V		Class VI	
1	\$	43,270	\$	43,270	\$	50,337	\$	51,595	\$	52,885	\$	54,207
2	\$	43,270	\$	43,270	\$	51,595	\$	52,885	\$	54,207	\$	55,563
3	\$	43,270	\$	43,270	\$	52,885	\$	54,207	\$	55,563	\$	56,952
4	\$	44,352	\$	44,352	\$	54,207	\$	55,563	\$	56,952	\$	58,375
5	\$	45,460	\$	45,460	\$	55,563	\$	56,952	\$	58,375	\$	59,834
6	\$	46,597	\$	46,597	\$	56,952	\$	58,375	\$	59,834	\$	61,331
7			\$	47,763	\$	58,375	\$	59,834	\$	61,331	\$	62,863
8			\$	48,957	\$	59,834	\$	61,331	\$	62,863	\$	64,435
9					\$	61,331	\$	62,863	\$	64,435	\$	66,046
10					\$	62,863	\$	64,435	\$	66,046	\$	67,696
11							\$	66,046	\$	67,696	\$	69,389
12							\$	67,696	\$	69,389	\$	71,125
13							\$	69,389	\$	71,124	\$	72,902
14							\$	71,123	\$	72,902	\$	74,726
15			<				\$	72,902	\$	74,724	\$	76,594
16									\$	76,592	\$	78,508
17									\$	78,507	\$	80,470
18									\$	80,470	\$	82,482
19									\$	82,482	\$	84,544
20	1								\$	84,544	\$	86,657
21											\$	88,825
22											\$	91,047
23											\$	93,321
24											\$	95,654
25											\$	98,046

Key to Classifications

Class I	Bachelor's Degree
Class II	Bachelor's Degree plus 15 semester units
Class III	Bachelor's Degree plus 30 semester units, or Preliminary or Clear Credential
Class IV	Bachelor's Degree plus 45 semester units and regular credential
Class V	Bachelor's Degree plus 60 semester units and regular credential
	or 45 semester units and regular credential with Master's Degree
Class VI	Bachelor's Degree plus 75 semester units and regular credential, or
	Master's Degree and 60 semester units and regular credential

Vocational Credentials: Those unit members teaching under the authority of a Vocational Education Credential shall be placed on the salary schedule as follows:

With a Preliminary Designated Subject Vocational teaching credential, placement shall be in Class I or II only

With a Clear Designation Subject Vocational teaching credential, placement shall be:

Class III Clear Designated Subjects Credential

Class IV	Bachelor's Degree plus 45 semester units and Clear Designated Subjects Credential
Class V	Bachelor's Degree plus 60 semester units and Clear Designated Subjects Credential

or 45 semester units and credential with Master's Degree

Class VI Bachelor's Degree plus 75 semester units and Clear Designated Subjects Credential or Master's Degree and 60 semester units and credential

Approved December 13, 2021 - +5.33% effective 7/1/2021, +6.56% effective 7/1/2022

SIERRA COUNTY SUPERINTENDENT OF SCHOOLS

SIERRA COUNTY BOARD OF EDUCATION

AND

SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT GOVERNING BOARD

COMPLETION OF BARGAINING

SIERRA-PLUMAS TEACHERS ASSOCIATION (SPTA) FOR 2022-2023

By mutual agreement with Sierra-Plumas Teachers Association (SPTA), Sierra County Superintendent of Schools, Sierra County Board of Education, and Sierra-Plumas Joint Unified School District Governing Board, this Completion of Bargaining shall conclude 2022-2023 school year negotiations through June 30, 2023.

The SIERRA-PLUMAS TEACHERS ASSOCIATION (SPTA) voluntarily accepts and ratifies the Tentative Agreement for 2022-2023 school year.

Accepted and Ratified For the SPTA:

Laurie Petterson, President Sierra-Plumas Teachers Association Date: Accepted and Adopted For the Employer:

James Berardi, Superintendent Sierra County Office of Education Sierra-Plumas Joint Unified School District

Date

Patty Hall, Vice President Sierra-Plumas Joint Unified School District Governing Board

Christina Potter, Vice President Sierra County Board of Education

Date

Date

Date presented to the Governing Boards:

Date adopted by the Governing Boards: