

COLLECTIVE BARGAINING AGREEMENT

By and between

Employers:

**Sierra County Office of Education
And
Sierra-Plumas Joint Unified School District**

And the

Bargaining Unit:

Sierra-Plumas Teachers' Association

Term: July 1, 2022 to June 30, 2025

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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, 2022, until June 30, 2025.

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 teacher;
- Temporary teachers;
- Speech therapists;
- School nurses;
- School counselors;
- School psychologist.

The following are not included in the Association:

- Central office administrators;
- School Principals;
- Substitutes for classroom teachers.

2.3 Definition of Unit Member

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.

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.

3.2 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.

3.3 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.

3.4 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.

3.5 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.

3.6 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.

3.7 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.

3.8 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.

3.9 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 as 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.

3.10 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.

3.11 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 - 50,864 minutes
3. Grades 4-8 - 54,560 minutes
4. Grades 9-12 - 64,800 minutes

3.12 Unit member may be allowed to 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 Two-hundred (\$300.00) per documented Staff Development Activity.

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 maximum 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

*The District will maintain a maximum 1:12 ratio as defined by CDE for all Transitional Kindergarten classes and SDC classes for the instructional day.

4.4 **Compensation for Class Size Overages**

A. 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.

B. 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 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 the 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 elective & PE):

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

ARTICLE 5
GRIEVANCE PROCEDURE

5.1 Definitions

A. Grievance

A complaint by a Unit Member, or a group of Unit Members based on an alleged violation, misinterpretation, or misapplication by the District or SCOE of this agreement, administrative regulation, or practice affecting conditions of employment.

B. Aggrieved Person

The Unit Member, or group of Unit Members making the complaint.

A. Day

Any day as defined in Article III, Section 3.1

5.2 Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting Unit Members. The parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

5.3 Procedure

Informal Conference

1. Before filing a formal complaint, the aggrieved party shall, within thirty (30) days of the time the grievant knew or reasonably should have known of the problem, first discuss the problem with the appropriate administrator or supervisor who allegedly has violated, misinterpreted, or misapplied this Agreement, administrative regulation, or practice affecting conditions of employment. During this discussion the aggrieved person, either directly or through the Association's grievance representative, shall seek to resolve the matter informally.

A. Level One:

1. Within fifteen (15) days if the aggrieved party is not satisfied with the disposition of his/her grievance at the Informal Conference, or no decision has been rendered, he/she may file the grievance in writing simultaneously with the Association or its designee and the appropriate administrator on the form provided in Appendix I.
2. Within ten (10) school 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 of the Association, in an effort to resolve the grievance. The appropriate administrator shall submit his/her decision in writing to the aggrieved party and the Association within ten (10) school days after the meeting.

B. Level Two:

1. If the aggrieved party is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within ten (10) school days after presentation of the grievance, he/she may file the grievance with the Association or its designee for transmittal to the appropriate Superintendent or designee.
2. Within ten (10) school days after receipt of the written grievance by the Superintendent, the Superintendent or designee shall meet the aggrieved party and his/her representative from the Association in an effort to resolve the grievance. The Superintendent or designee shall submit the decision in writing to the aggrieved party and the Association within ten (10) school days of the meeting.

C. Level Three: Conciliation Step

1. If the aggrieved party is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within ten (10) school days after he/she has first met with the Superintendent or designee, the parties to this Agreement may elect, by mutual agreement, to form a conciliation committee whose purpose shall be to attempt to resolve the grievance by informal agreement. The conciliation committee shall consist of one member chosen by the Employer, one member chosen by the exclusive representative, and one member chosen by the California State Department Conciliation Service.

D. Level Four: Binding Arbitration

1. The grievant may within ten (10) days, dating from the previous level response, submit a request in writing to the Superintendent's office that the grievant is preceding to binding arbitration. When arbitration has been requested, an arbitrator shall be selected by mutual agreement within ten (10) days. If the parties are unable to agree on an arbitrator, the following procedure will be used. Within seven (7) days of the determination that the parties cannot reach mutual agreement on an arbitrator, the Superintendent shall request a list of five (5) arbitrators from the California State Conciliation Service. A representative of the Association and the Superintendent or designee shall select an arbitrator from the list by eliminating names until one name remains. The first option of elimination may be determined by lot.
2. Once the arbitrator has been selected, the hearing shall commence at the convenience of the parties and the arbitrator.
3. The arbitrator shall have no authority to add to, subtract from, or modify the terms of this agreement, and the arbitrator shall interpret this agreement in accordance with accepted standards of contract interpretation.
4. All costs for services of the arbitrator, including, but not limited to, per diem expenses, the arbitrator's travel and subsistence expense, the cost of any hearing room, and the cost of any court reporter and transcript, shall be borne equally by the District or SCOE, and the aggrieved. All other costs will be borne by the party incurring them.

5. The arbitrator's decision shall be in writing and shall set forth the arbitrator's finding of fact, reasoning and conclusions of the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law which will violate the terms of this agreement. The award of the arbitrator shall be submitted to both parties and presented to the District's governing board or County Superintendent, and shall be binding on both parties, subject to any right of judicial appeal.
6. Level Four shall apply only to alleged violations of this Agreement. Alleged violations of administrative regulations or practices affecting conditions of employment shall not be subject to Level Three; for such allegations, the decision at Level Two may be appealed to the Board in writing within ten (10) days whose decision shall be final. The Board shall consider the appeal at its next regular Board meeting which is at least ten (10) days from the submission of the appeal.
(Article 5, Article 5, Section 5.3 , Adopted October 9, 2012)

5.4 Right to Representation

A. No Reprisals

No reprisals of any kind shall be taken by the District or SCOE or by any member or representative of the administration against any aggrieved person, any party in interest, any Grievance Representative, or any other participant in the grievance procedure by reason of such participation.

B. Representation During Grievance Procedure

Either party may be represented at all stages of the grievance procedure by himself/herself or by a Grievance Representative of his/her choice. If a Unit Member is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

5.5 Miscellaneous

A. Time Limits

The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

B. Year-End Grievance

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if in the opinion of the aggrieved, left unresolved until the beginning of the following school year could result in irreparable harm to a party of interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or within a maximum of thirty (30) days thereafter.

C. Group or Class of Unit Members

If, in the judgment of the Association, a grievance affects a group or class of Unit Members, the Association may initiate and submit such grievance in writing to the appropriate Superintendent directly and the processing of such grievance shall be commenced at Level Three. The Association may process such a grievance through all levels of the grievance procedure even though there is no individual aggrieved person who wishes to do so.

D. Decisions Rendered at Levels Two or Three

Decisions rendered at Levels Two and Three of the grievance procedure shall be in writing, setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and the Association or its designee.

E. Grievance Representative's Participation on Grievance Procedures

When it is necessary for a Grievance Representative, or other representative designated by the Association to investigate a grievance or attend a grievance meeting or hearing during the school day, he/she shall, upon notice to his/her Principal or immediate superior by the Association or its designee, be released without loss of pay in order to permit participation in the activities as described above. Any employee whose appearance in such investigations, meetings, or hearings as a witness is necessary shall be accorded the same right.

F. Maintenance of Grievance Documents

All documents, communication, and records dealing with the procession of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

Article 5, Exhibit 1

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

GRIEVANCE REPORT (Form)

Date Filed: _____

Employee Association Appropriate Administrator Employer

Name of Aggrieved Person

School or Work Station

Level Two

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. Relief Sought* _____

Signature Date

Level Three

A. _____
Signature of aggrieved person Date Rec'd by Employee

B. Written response by Employer*

Signature of Employer Date

Level Four

A. _____
Signature of aggrieved person Signature of Assoc. President

B. _____
Date submitted to Binding Fact-Finding Council Date Received by Binding Fact-Finding Council

C. Written response and award of Binding Fact-Finding Council*

Signature of Chairman, Binding Fact-Finding Council Decision Date

*If additional space is needed, attach additional sheets.

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

- A. 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.
- B. 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 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 government 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.

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 non-member (temporary teacher). 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 half-time.
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.

ARTICLE 8
EVALUATION OF UNIT MEMBERS

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 February 15th.

8.2 Unit Members on Permanent Status

A. Every Unit Member on permanent status shall be evaluated by the District or SCOE in writing a minimum of at least once every other year, no later than February 15th of the year in which the evaluation takes place.

B. At least every other year; or

C. At least every five years if all the following conditions are met:

1. The employee has been employed by the District at least 10 years (Ed Code 44664);
2. The employee meets the qualifications as a highly qualified teacher as defined in No Child Left Behind Act if his/her position be filled by a highly qualified teacher;
3. The employee's previous evaluation rated him/her as meeting or exceeding standards;
4. The evaluator and the employee agree to this schedule. Either the evaluator or the employee may withdraw consent at any time.

D. If the permanent employee has received an unsatisfactory evaluation, annually he/she will be evaluated until he/she receives a satisfactory evaluation or is separated from the District.

8.3 Unit Members Assigned to Two School Sites

A. Unit Members

Notwithstanding the subsequent provisions of this article, any Unit Member regularly assigned to two (2) or more school sites shall be evaluated in accordance with a mutually acceptable procedure developed between each of the evaluators and the evaluatees, and which addresses the unique characteristics of these multi-site positions. Appropriate coordination and evaluation/observation conference release time shall be included in the above process.

B. School Nurse, Speech Therapist, School Psychologist

The school nurse, the speech therapist, and the school psychologist evaluation instrument shall be independently developed between each of the evaluatees and the evaluator, and will address the unique characteristics of each of these positions.

8.4 Evaluation Date

No later than the end of the fifth week of service of the year in which evaluation is to take place, the evaluator and the Unit Member shall meet and mutually agree to:

A. Criteria

This refers to criteria of observation as they relate to each element of the evaluation instrument. Criteria of observation may include a reasonable number of written goals and objectives. "Criteria of Observation" shall be in written form. The evaluation instrument shall address Unit Member competency as it reasonably relates to:

1. The progress of pupils toward the established standards of expected pupil achievement (E.C. 44662);
2. The establishment and maintenance of a suitable learning environment within the scope of the employee's responsibilities;
3. performance of non-instructional duties and responsibilities during the work day;
4. the instructional techniques and strategies used by the employee; and
5. The employee's adherence to curricular objectives.

B. Mitigating Circumstances

All mitigating circumstances which could affect the evaluation including but not limited to:

1. Class size;
2. Learning patterns of the students;
3. Behavior patterns of the students;
4. Instructional support (i.e., instructional materials and equipment); and
6. Extra duty assignments and advisory (E.C. 44662).

All mitigating circumstances shall be in written form.

8.5 Modification of Criteria upon Which an Evaluation is based

During the course of the evaluation period, mitigating circumstances may arise which require modification of the criteria upon which the evaluation is based. The necessity for review of the evaluation criteria shall be determined by the Unit Member being evaluated and/or the evaluator.

8.6 Official Instructional Observation of Employee

Each written evaluation shall be based upon at least one official instructional observation. An official instructional observation shall be a minimum of fifteen (15) minutes in length, official non-instructional observations excepted. The mutually developed observation document shall be used.

8.7 Conference Regarding Official Instructional Observation

Each official observation shall be discussed with the Unit Member within three (3) working days of the day of the observation in an observation conference. In this conference, the evaluator and the Unit Member shall discuss the observation, the observation report, and any notes pertaining to the observation.

8.8 Completion of Written Observation Report

Following each official observation conference the evaluator shall complete a written observation report and supply it to the Unit Member within 24 hours.

8.9 Negative Comments on Written Evaluation

At least three (3) official instructional observations and observation conferences shall take place prior to any negative comments or judgments being included in the written evaluation.

8.10 Evaluation Conference Prior to Preparation of Evaluation

Prior to the preparation of the written evaluation, the Unit Member and the evaluator shall meet in an evaluation conference to review: all official observations; all observation reports; all notes pertaining to official observations, evaluations, and/or any aspect of the Unit Member's performance; and discuss all items to be incorporated into the written evaluation.

8.11 Receipt of Negative Evaluation

Any Unit Member who receives a negative evaluation shall, upon request, be entitled to a maximum of two (2) subsequent series of observations, observation reports, observation conferences, evaluation conferences, and written evaluations, within a reasonable period of time.

8.12 Correction of Deficiencies

The evaluator shall initiate action to correct any deficiencies (i.e., specific written recommendations for improvement and assistance in implementing such recommendations). These specific recommendations for improvement shall be in written form and provided to the Unit Member within five (5) school days of any observed deficiency. Upon receipt of the specific recommendations, the Unit Member may request a meeting with the evaluator to discuss the recommendations. The Unit Member shall have the right to comment in writing on any cited deficiencies, the comments to be attached to and filed with the material. The Unit Member's review of such information shall, upon request, take place during the normal teaching day, and he/she shall be released from duty for this purpose without loss or reduction of salary. In the event school is in recess, the Unit Member shall be notified by certified mail.

8.13 Supplemental Report Eliminating Negative Evaluation

If subsequent remedial action eliminated the negative evaluation and/or the identified deficiencies, the employee shall, upon request, receive a supplemental report to that effect, signed by the evaluatee and the evaluator(s). This supplemental report shall be attached to the original evaluation report.

8.14 Non-Participation in Another Unit Member's Evaluation

Unit Members shall not be required to participate in the evaluation and/or observation of other Unit Members.

8.15 Evaluation Instrument (Form)

Both parties agree that the present evaluation instrument (form) for Unit Members shall be used. A new instrument shall be mutually developed biennially. By mutual consent, the approved evaluation instrument may continue in use for an additional biennial periods. (Standard Six, Developing as a Professional Educator, added to evaluation instruments (forms). Approved October 9, 2012)

8.16 Annual Evaluation Required Upon Receipt of Unsatisfactory Evaluation

When any permanent certificated employee has received an unsatisfactory evaluation, the employee shall be evaluated annually until the employee achieves a positive evaluation or is separated from employment.

8.17 Performance Improvement Programs

Any evaluation which contains an unsatisfactory rating of an employee's performance in the area of teaching methods or instruction may include the requirement that the employee shall, as determined necessary by the evaluator, participate in a program designed to improve appropriate areas of employee's performance and to further pupil achievement and the instructional objectives of the District or SCOE. The District or SCOE shall pay the cost of any such program, including mileage, meals, and lodging at current reimbursement rates. If the program is held on non-work days, the Unit Member shall be paid for each such day at the employee's current per diem rate.

8.18 Review of Evaluation Form

A committee will be created to review and update the Certificated Employee Evaluation form. The committee will include both teachers and administrators and shall not exceed six (6) members. Recommendations should be made to the negotiations representative and District and SCOE representatives.

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

GENERAL EMPLOYEE EXPECTATIONS

Time and Work Management

1. Does paperwork on time.
2. Honors or conforms to time expectations.
3. Demonstrates the ability to see things through.
4. Organizes job well.

Relationships with Others

5. Works cooperatively with all SCOE/SPJUSD personnel, other agency personnel and community members.
6. Is willing to be confronted and to confront issues in a constructive way.
7. Cooperates and contributes as a team member.

Relationships with Students

8. Displays positive attitude toward students.
9. Is a positive role model for students.
10. Works effectively with students.

Professional

11. Maintains professionalism under stress/pressure.
12. Has regular attendance.
13. Displays ability to make and follow through with decisions.
14. Maximizes time spent in serving the organization's goals.
15. Takes reasonable precautions for personal safety.
16. Follows prescribed procedures.
17. Presents self in a professional manner at school or all school functions.
18. Asks for help when needed.
19. Accepts and uses suggestions and recommendations of supervisor.
20. Adheres to the State of California Code of Ethics.

PERFORMANCE AGREEMENT

Name: _____ Position: _____

Credentials held: _____

NCLB Compliant: Yes No Assignment: _____

Classes taught: _____ School (location): _____

Part of the Evaluation of Certificated Employees is the development of performance objectives and the measurement of the degree to which these objectives are met. California Education Code 44662 requires that:

- (A) The governing board shall establish standards of expected pupil achievement at each grade level in each area of study.
- (B) The governing board shall evaluate and assess certificated employee competency as it reasonably relates to:
 - (1) The progress of pupils toward the standards established pursuant to subdivision (A).
 - (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.

In addition to the above areas, Sierra County Superintendent of Schools and/or district superintendent requires that:

- (A) Employees will perform duties as described in specific Job descriptions.
- (B) At least one objective be written for professional growth/development.
- (C) A minimum of one additional objective must be included. (Must draw upon elements of A, and/or B above.)

PERFORMANCE OBJECTIVES for the School Year _____

- (A) Employees will perform duties as described in specific job descriptions. (Standards 1-5)
- (B) Employees will comply with the SCOE/SPJUSD General Employee Expectations.
- (C)
- (D)

The Evaluator and the Evaluatee will agree upon these performance objectives and so indicate by signing and dating this document.

WE, THE UNDERSIGNED, have agreed upon the appropriateness of the performance objectives listed above for the position of:

Evaluatee: _____ Date: _____

Evaluator: _____ Date: _____

EVALUATION OF TEACHING PERFORMANCE

Teacher: _____ Date: _____

School: _____ Grade/Subject: _____ / _____

Extra Duty Assignment: _____ Period Covered by this Evaluation: _____

Dates of Conference: _____ Dates of Observations: _____

Status of Teacher: Temporary Probationary 1 Probationary 2 _____ Years in District

- 5 **ADVANCED MASTERY OF STANDARDS**
- 4 **PROFICIENT MASTERY OF STANDARDS**
- 3 **BASIC MASTERY OF STANDARDS**
- 2 **NEEDS IMPROVEMENT**
- 1 **UNSATISFACTORY - DOES NOT MEET STANDARD**

<i>STANDARD I – Engaging and Supporting All Students in Learning</i>	1	2	3	4	5
Using knowledge of students to engage them in learning					
Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests					
Connecting subject matter to meaningful, real-life contexts					
Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs					
Promoting critical thinking through inquiry, problem solving, and reflection					
Monitoring student learning and adjusting instruction while teaching					
<i>Accommodations & Recommendations:</i>					

<i>STANDARD II – Creating and Maintaining Effective Environments for Student Learning</i>	1	2	3	4	5
Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully					
Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students					
Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe					
Creating a rigorous learning environment with high expectations and appropriate support for all students					
Developing, communicating, and maintaining high standards for individual and group behavior					
Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn					
Using instructional time to optimize learning					
<i>Accommodations & Recommendations:</i>					

<i>STANDARD III – Understanding and Organizing Subject Matter for Student Learning</i>	1	2	3	4	5
Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks					
Applying knowledge of student development and proficiencies to ensure student understanding of subject matter					
Organizing curriculum to facilitate student understanding of the subject matter					
Utilizing instructional strategies that are appropriate to the subject matter					
Using and adapting resources, technologies, and standards- aligned instructional materials, including adopted materials, to make subject matter accessible to all students					
Addressing the needs of English learners and students with special needs to provide equitable access to the content					
<i>Accommodations & Recommendations:</i>					

<i>STANDARD IV – Planning Instruction and Designing Learning Experiences for All Students</i>	1	2	3	4	5
Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction					
Establishing and articulating goals for student learning					
Developing and sequencing long-term and short-term instructional plans to support student learning					
Planning instruction that incorporates appropriate strategies to meet the learning needs of all students					
Adapting instructional plans and curricular materials to meet the assessed learning needs of all students					
<i>Accommodations & Recommendations:</i>					

<i>STANDARD V – Assessing Students for Learning</i>	1	2	3	4	5
Applying knowledge of the purposes, characteristics, and uses of different types of assessments					
Collecting and analyzing assessment data from a variety of sources to inform instruction					
Reviewing data, both individually and with colleagues, to monitor student learning					
Using assessment data to establish learning goals and to plan, differentiate, and modify instruction					
Involving all students in self-assessment, goal setting, and monitoring progress					
Using available technologies to assist in assessment, analysis, and communication of student learning					
Using assessment information to share timely and comprehensible feedback with students and their families					
<i>Accommodations & Recommendations:</i>					

<i>STANDARD VI – Developing as a Professional Educator</i>	1	2	3	4	5
Reflecting on teaching practice in support of student learning					
Establishing professional goals and engaging in continuous and purposeful professional growth and development					
Collaborating with colleagues and the broader professional community to support teacher and student learning					
Working with families to support student learning					
Engaging local communities in support of the instructional program					
Managing professional responsibilities to maintain motivation and commitment to all students					
Demonstrating professional responsibility, integrity, and ethical conduct					
<i>Accommodations & Recommendations:</i>					

<i>GENERAL EMPLOYEE EXPECTATIONS</i>	1	2	3	4	5
<ul style="list-style-type: none"> ▪ Demonstrates competent time and work management 					
Maintains positive relationships with others.					
<ul style="list-style-type: none"> ▪ Maintains positive relationships with students. ▪ Demonstrates professionalism. 					
<ul style="list-style-type: none"> ▪ Accommodations & Recommendations: <hr/> <hr/> <hr/>					

(Standard VI. Adopted October 9, 2012)

OVERALL EVALUATION

Advanced (4.5 < Proficient) Proficient (3.5 < Proficient 4.5) Basic (2.5 < Basic 3.5)
 Need Improvement (1.5 < Needs Improvement 2.5) Unsatisfactory (1 < Unsatisfactory 1.5)

NARRATIVE INSTRUCTIONS

1. Commendations and recommendations must include those relative to the Standards.
2. Comments that indicate a need for improvement or unsatisfactory should be specific in nature and recommend methods of improvement
3. Comments that indicate "exceeds standards" should be specific in nature and show evidence of exemplary performance.

Evaluator: _____

Date: _____

Teacher: _____

Date: _____

This report has been discussed with me in conference with the evaluator. An opportunity has been extended to me to attach comments regarding this evaluation. **A SIGNATURE ON THIS EVALUATION DOES NOT NECESSARILY SIGNIFY AGREEMENT WITH THE EVALUATION.** ** A copy of this evaluation will be placed in your personnel file. You have the right to respond and your response will be attached to your evaluation.

PRE-OBSERVATION CONFERENCE FORM

Teacher: _____ School: _____ Grade/Subject: ___/___

Date: _____

Please answer these questions and bring the completed form to your pre-observation conference.

PRE-CONFERENCE QUESTIONS:

What will you be teaching in this lesson?

What do you expect your students to learn by the end of this lesson?

What activities will you and your students be doing?

How will you know if your lesson is successful?

On which standard would you like me to focus? 1 2 3 4 5 6

Comments:

Evaluator: _____ Teacher: _____ Date: _____

CALIFORNIA STANDARDS FOR THE TEACHING PROFESSION

1) ENGAGING & SUPPORTING ALL STUDENTS IN LEARNING

Connecting students' prior knowledge, life experience, and interest with learning goals
Using a variety of instructional strategies and resources to respond to students' diverse needs
Facilitating learning experiences that promote autonomy, interactions, and choice
Engaging students in problem solving, critical thinking, and other activities that make subject matter meaningful
Promoting self-directed, reflective learning for all students

2) CREATING & MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING

Creating a physical environment that engages all students
Establishing a climate that promotes fairness and respect
Promoting social development and group responsibility
Establishing and maintaining standards for student behavior
Planning and implementing classroom procedures and routines that support student learning
Using instructional time effectively

3) UNDERSTANDING & ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING

Demonstrating knowledge of subject matter content and student development
Organizing curriculum to support student understanding of subject matter
Interrelating ideas and information within and across subject matter areas
Developing student understanding through instructional strategies that are appropriate to the subject matter
Using materials, resources and technologies to make subject matter accessible to students

4) PLANNING INSTRUCTION & DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS

Drawing on and valuing students' backgrounds, interests, and developmental learning needs
Establishing and articulating goals for student learning
Developing and sequencing instructional activities and materials for student learning
Designing short-term and long-term plans to foster student learning
Modifying instructional plans to adjust for student needs

5) ASSESSING STUDENT LEARNING

Establishing and communicating learning goals for all students
Collecting and using multiple sources of information to assess student learning
Involving and guiding all students in assessing their own learning using the results of assessments to guide instruction
Communicating with students, families, and other audiences about student progress

6) DEVELOPING AS A PROFESSIONAL EDUCATOR

Establishing professional goals and engaging in continuous and purposeful professional growth and development
Reflecting on teaching practice in support of student learning
Collaborating with colleges and the broader professional community to support teacher and student learning
Demonstrating professional responsibility, integrity, and ethical conduct.

Article 8, Exhibit 5 (1 of 6 pages)

**CLASSROOM OBSERVATION NOTES
FOR EVALUATOR USE**

Teacher _____

Date _____

School _____

Time/Period _____

Grade/Subject _____

Evaluator _____

Evaluator fills out the section below:

Standard One: Engaging and Supporting All Students in Learning
--

Observation:

In light of the Standard:

1. How do you think the lesson went? How do you know?

2. What parts of the lesson (strategies, materials, activities, etc.) do you feel were effective?

3. What suggestions/comments would you make?

I observed the teacher demonstrate the following abilities (check all that apply):

- Connecting students' prior knowledge, life experiences, and interests with learning goals.
- Using a variety of instructional strategies and resources to respond to students' diverse needs.
- Facilitating learning experiences that promote autonomy, interaction, and choice.
- Engaging students in problem solving, critical thinking and other activities that make subject matter meaningful.
- Promoting self-directed, reflective learning for all students.

*Teacher comments may be attached.

CLASSROOM OBSERVATION NOTES
FOR EVALUATOR USE

Teacher _____

Date _____

School _____

Time/Period _____

Grade/Subject _____

Evaluator _____

Evaluator fills out the section below:

Standard Two: Creating and Maintaining Effective Environments for Student Learning

Observation:

In light of the Standard:

1. How do you think the lesson went? How do you know?

2. What parts of the lesson (strategies, materials, activities, etc.) do you feel were effective?

3. What suggestions/comments would you make?

I observed the teacher demonstrate the following abilities (check all that apply):

- Connecting students' prior knowledge, life experiences, and interests with learning goals.
- Using a variety of instructional strategies and resources to respond to students' diverse needs.
- Facilitating learning experiences that promote autonomy, interaction, and choice.
- Engaging students in problem solving, critical thinking and other activities that make subject matter meaningful.
- Promoting self-directed, reflective learning for all students.

*Teacher comments may be attached.

CLASSROOM OBSERVATION NOTES

FOR EVALUATOR USE

Teacher _____

Date _____

School _____

Time/Period _____

Grade/Subject _____

Evaluator _____

Evaluator fills out the section below:

Standard Three: Understanding and Organizing Subject Matter for Student Learning

Observation:

In light of the Standard:

1. How do you think the lesson went? How do you know?

2. What parts of the lesson (strategies, materials, activities, etc.) do you feel were effective?

3. What suggestions/comments would you make?

I observed the teacher demonstrate the following abilities (check all that apply):

- Connecting students' prior knowledge, life experiences, and interests with learning goals.
- Using a variety of instructional strategies and resources to respond to students' diverse needs.
- Facilitating learning experiences that promote autonomy, interaction, and choice.
- Engaging students in problem solving, critical thinking and other activities that make subject matter meaningful.
- Promoting self-directed, reflective learning for all students.

*Teacher comments may be attached.

CLASSROOM OBSERVATION NOTES

FOR EVALUATOR USE

Teacher _____

Date _____

School _____

Time/Period _____

Grade/Subject _____

Evaluator _____

Evaluator fills out the section below:

Standard Four: Planning Instruction and Designing Learning Experiences for All Students

Observation:

In light of the Standard:

1. How do you think the lesson went? How do you know?
2. What parts of the lesson (strategies, materials, activities, etc.) do you feel were effective?
3. What suggestions/comments would you make?

I observed the teacher demonstrate the following abilities (check all that apply):

- Connecting students' prior knowledge, life experiences, and interests with learning goals.
- Using a variety of instructional strategies and resources to respond to students' diverse needs.
- Facilitating learning experiences that promote autonomy, interaction, and choice.
- Engaging students in problem solving, critical thinking and other activities that make subject matter meaningful.
- Promoting self-directed, reflective learning for all students.

*Teacher comments may be attached.

CLASSROOM OBSERVATION NOTES

FOR EVALUATOR USE

Teacher _____

Date _____

School _____

Time/Period _____

Grade/Subject _____

Evaluator _____

Evaluator fills out the section below:

Standard Five: Assessing Student Learning

Observation:

In light of the Standard:

1. How do you think the lesson went? How do you know?
2. What parts of the lesson (strategies, materials, activities, etc.) do you feel were effective?
3. What suggestions/comments would you make?

I observed the teacher demonstrate the following abilities (check all that apply):

- Connecting students' prior knowledge, life experiences, and interests with learning goals.
- Using a variety of instructional strategies and resources to respond to students' diverse needs.
- Facilitating learning experiences that promote autonomy, interaction, and choice.
- Engaging students in problem solving, critical thinking and other activities that make subject matter meaningful.
- Promoting self-directed, reflective learning for all students.

Teacher comments may be attached.

Article 8, Exhibit 5 (6 of 6 pages)

CLASSROOM OBSERVATION NOTES

FOR EVALUATOR USE

Teacher _____

Date _____

School _____

Time/Period _____

Grade/Subject _____

Evaluator _____

Evaluator fills out the section below:

Standard Six: Developing as a Professional Educator

Observation:

In light of the Standard:

1. How do you think the lesson went? How do you know?
2. What parts of the lesson (strategies, materials, activities, etc.) do you feel were effective?
3. What suggestions/comments would you make?

I observed the teacher demonstrate the following abilities (check all that apply):

Connecting students' prior knowledge, life experiences, and interests with learning goals.

Using a variety of instructional strategies and resources to respond to students' diverse needs.

Facilitating learning experiences that promote autonomy, interaction, and choice.

Engaging students in problem solving, critical thinking and other activities that make subject matter meaningful.

Promoting self-directed, reflective learning for all students.

*Teacher comments may be attached.

CERTIFICATED EMPLOYEE OBSERVATION FORM

Teacher Observed:

Date of Observation:

Date of Conference:

Time of Observation: From: To:

Observations and Comments:

Evaluatee's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

The signature upon this document does not necessarily mean agreement with all the statements, but only that they were seen and discussed.

CALIFORNIA STANDARDS FOR THE TEACHING PROFESSION

1) ENGAGING & SUPPORTING ALL STUDENTS IN LEARNING

Connecting students' prior knowledge, life experience, and interest with learning goals
Using a variety of instructional strategies and resources to respond to students' diverse needs
Facilitating learning experiences that promote autonomy, interactions, and choice
Engaging students in problem solving, critical thinking, and other activities that make subject matter meaningful
Promoting self-directed, reflective learning for all students

3) UNDERSTANDING & ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING

Demonstrating knowledge of subject matter content and student development
Organizing curriculum to support student understanding of subject matter
Interrelating ideas and information within and across subject matter areas
Developing student understanding through instructional strategies that are appropriate to the subject matter
Using materials, resources and technologies to make subject matter accessible to students

5) ASSESSING STUDENT LEARNING EDUCATOR

Establishing and communicating learning goals for all students continuous and
Collecting and using multiple sources of information to assess student learning
learning
Involving and guiding all students in assessing their own learning professional
using the results of assessments to guide instruction
Communicating with students, families, and other audiences and ethical about student progress

2) CREATING & MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING

Creating a physical environment that engages all students
establishing a climate that promotes fairness and respect
Promoting social development and group responsibility
Establishing and maintaining standards for student behavior
Planning and implementing classroom procedures and routines that support student learning
Using instructional time effectively

4) PLANNING INSTRUCTION & DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS

Drawing on and valuing students' backgrounds, interests, and developmental learning needs
Establishing and articulating goals for student learning
Developing and sequencing instructional activities and materials for student learning
Designing short-term and long-term plans to foster student learning
Modifying instructional plans to adjust for student needs

6) DEVELOPING AS A PROFESSIONAL

Establishing professional goals and engaging in
purposeful professional growth and development
Reflecting on teaching practice in support of student
Collaborating with colleges and the broader
community to support teacher and student learning
Demonstrating professional responsibility, integrity, conduct.

POST-OBSERVATION CONFERENCE FORM

Teacher: _____ School: _____ Grade/Subject: ___/_____

Date: _____

Please answer these questions and bring the completed form to your post-observation conference.

POST-OBSERVATION QUESTIONS:

How do you think the lesson went? Did the lesson go as you had planned? Would you like to see the data I gathered? How does this data match your expectations or surprise you?

1. What worked?

2. Lesson Focus – Challenges – Concerns:

3. Next steps...

Evaluator: _____ Teacher: _____ Date: _____

Sample Performance Remediation Plan

Date:

TO:

FROM:

SUBJECT: PERFORMANCE REMEDIATION PLAN – ATTENDANCE

This **Performance Remediation Plan** has been developed to outline a specific area of concern in your performance as a _____ at _____ School. The issues below relate to incidents that occurred during the _____ school year and are now continuing to be a problem in this year.

The **Performance Remediation Plan** below is provided to you in an effort to improve your performance in the area of **attendance**. You have been reminded on more than one occasion, both orally and in writing, that your poor attendance is negatively impacting the efficacy of your assigned _____ classroom at _____. Due to your lack of regular, daily attendance:

- Your teacher cannot carry out her customary lesson plans;
- The students are not experiencing the continuity of instruction that they deserve;
- We are unable to secure a substitute Para educator for your classroom; and
- You are negatively affecting the morale of the school and your classroom.

This Performance Remediation Plan will be monitored for an indefinite time period as necessary and it is understood that you are expected to be in your classroom on time and during assigned hours daily.

SPECIFIC AREA OF CONCERN: Job Attendance

1. Job Attendance

STANDARDS OF PERFORMANCE:

1. Attend class on time and daily for the full duration of your assignment.

PERSONAL DEVELOPMENT PLAN:

- 1. Refrain from irregular attendance and from leaving your assignment early.

SCHEDULE OF OBSERVATIONS:

Observations will be formal and informal and will occur regularly throughout the observation period.

REVIEW OF REMEDIATION PLAN:

The plan will be formally reviewed with you as needed until the next annual review. You are in Progressive Discipline and as such, any written documentation will be placed in your personnel file and you will be given a right to respond.

ASSISTANCE AVAILABLE TO THE EMPLOYEE:

The administration is willing to provide assistance and facilitation at your request.

EFFECTIVE OF PLAN/OPPORTUNITY FOR WRITTEN RESPONSE:

This **Performance Remediation Plan** will go into effect immediately with the goal of assisting you in the performance of your professional duties as outlined above. Failure to demonstrate significant progress in the area of **attendance** will necessitate further discipline, up to and including suspension and dismissal. **A copy of this plan will be placed in your personnel file within five days. You have the right to respond to the plan in writing and your response will be attached to the remediation plan.**

The plan was received and reviewed with me.

Signature _____

Date _____

I have presented this remediation plan to _____ on _____.

Signature _____

cc: Personnel File

PERFORMANCE IMPROVEMENT PLAN

Employee _____ School Year _____

Site _____ Position _____

1. Description of standards in which improvement is needed. *(This needs to be highly specific and detailed as possible)*

2. Recommended procedures, activities, and/or methods to be used by the employee to achieve acceptable performance and recommended timeline or benchmarks which the employee must meet in the implementation of the improvement plan.

3. Identification of administrative support that will be provided to assist the employee. *(Support assistance to be given must be related to the area in which improvement is being sought. Nature of assistance must be clearly specified).*

We have read this Performance Improvement Plan but the employee's signature does not necessarily signify agreement. The employee understands that any written statement he/she wishes to make regarding this report will be attached to all copies of it. The employee also acknowledged that a copy will be placed in his/her personnel file.

Evaluator _____

Date _____

Teacher _____

Date _____

ARTICLE 9

TRANSFER POLICY

9.1 Definition

A transfer refers to any District or SCOE action which results in the movement of a teacher from one school to another within the District or the SCOE.

9.2 Voluntary Transfers

A. Request for Voluntary Transfer

A District Unit Member may request a voluntary transfer within the District, and an SCOE Unit Member may request a voluntary transfer within the SCOE, to take effect during the school year or at the beginning of the next school year. In either event, the written request shall be sent to the appropriate office.

B. Deadline for Request

Where the request is made for a transfer to take effect at the beginning of the next school year, it shall be made no later than June 1 of the school year preceding the effective date.

C. Filling Vacancies

When determining the individual to fill a vacancy, the employee with the required credentials and the greatest appropriate seniority will be given consideration for this position, though other factors may be considered. The District and the SCOE are desirous that all transfers result in providing the best possible learning situations for children.

9.3 Involuntary Transfers

A. Criteria

Involuntary transfers shall be based upon the legitimate needs of the District or SCOE. Additional criteria which may be considered in making the involuntary transfer may include, but not be limited to, credential requirements, appropriate District or SCOE seniority, teaching skills, and impact on the educational program of the schools involved. If all other considerations are equal, the Unit Member to be transferred shall be determined by seniority. If possible, given the needs of the District or SCOE, vacancies shall not be filled by means of an involuntary transfer if there is a qualified volunteer Unit Member employed by the District or SCOE, whichever is applicable, to fill the vacancy.

B. Posting Notice

The District Office or SCOE must ask for volunteers by posting notices for at least fifteen (15) days on the Association bulletin board in each building. Such notices shall include the position description, location, grade level, subject matter assignment, and credential requirement.

C. Written Notice to Employee

A Unit Member who is to be involuntarily transferred shall be given the reasons for the impending transfer in writing.

D. No Loss of Seniority or benefits

An involuntary transfer shall not result in the loss of seniority or any fringe benefit to the Unit Member.

E. Evaluation

No Unit Member shall be transferred unless the administration has evaluated said Unit Member in accordance with the certificated employees evaluation procedures outlined in this contract.

9.4 Preparation for New Assignment

Any Unit Member subject to transfer may be given up to three (3) days of released time to prepare for the new assignment.

9.5 Seniority Determinations

Seniority determinations will be made in accordance with Article 17 and shall be as of the date of posting the official notice of transfer opportunity.

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-in-law, 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. Sick Leave Balances

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.

G. Misuse of Sick Leave

1. Sick leave shall not be misused by a Unit Member or group of Unit Members.
2. Sick leave cannot be used by a Unit Member to enable him/her to earn wages from another employer.

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.

I. 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 to 10 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.

C. The Unit Member on such leave shall be entitled to return to employment at the end of the leave.

Benefits (medical, dental, vision, life) for eligible Unit Members shall be maintained during qualifying leaves. The Unit Member's share of premiums must be paid through payroll deduction or other methods as agreed upon between Employer and Employee.

D. 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.

E. 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 on twelve (12) week period for parental leave during any twelve (12) month period.

- F. 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 take pursuant to this section and Section 12945.2 of the Government Code shall not exceed twelve (12) workweeks in a twelve (12) month period.
- G. 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.
- H. 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.
- I. 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 a 12 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:

1. "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:
 - (a) 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 member shall make notification at least three (3) days in advance to the 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 Employer 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

1. 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), Loyaltown Elementary (K-6), Loyaltown 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 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.

10.14 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 not or positive test result to utilize this leave as recommended by health officials.

ARTICLE 11

HEALTH BENEFITS

11.1 Medical Insurance

A Unit Member shall be entitled to Employer-sponsored health insurance plan of choice as provided by the plan administrator, Tri-County Schools Insurance Group (TCSG) based on a composite rate structure.

The administrator of the plan is determined by TCSIG. If TCSIG decides to change third party administrators, the District or SCOE agrees to notify the Association at least thirty (30) days in advance of any such change, if the District or SCOE has thirty (30) days advance notice from TCSIG.

A Unit Member is eligible to participate in Employer-sponsored group benefit programs provided a Unit Member is regularly contracted with a fifty percent (50%) or greater full-time equivalent.

11.1.2 Soft Cap: Eligible Employees prior to July 1, 2017. "For the 2006-2007 school year, the District and SCOE agree to continue to pay the amount of \$11,254.20 for the payment of premiums for the health and welfare plans or substantially similar plans. Unit members and the District/SCOE will each pay 50% of any health benefit (medical, dental, vision and life) insurance premiums over and above the amount of \$11,254.20."

11.1.3 Hard Cap: Effective July 1, 2017, the annual Employers' contribution hard cap for health insurance benefit premium is \$17,536.50, for all new certificated bargaining unit employees hired on or after July 1, 2017.

11.2 Dental Insurance

The District or SCOE will furnish full maintenance of the present dental insurance for the Unit Member and his/her eligible dependents. Effective 1/1/2022 dental coverage shall be increased to the "unlimited plan". This increase shall be paid by employees, with no increase to the District or SCOE contribution. (Approved December 13, 2021)

11.3 Vision Insurance

The District or SCOE will furnish Vision Service Plan, Plan C, with \$10 deductible, for the Unit Member and his/her eligible dependents.

11.4 Insurance Coverage at Retirement

A Unit Member, upon retirement from the District or SCOE, may continue to participate in any of the District or SCOE's health benefit plans at his/her own expense providing such participation is acceptable to the carrier. The life insurance benefit is not an eligible benefit for retired Unit Members.

11.5 Life Insurance

The District/SCOE will provide a \$25,000.00 term life insurance policy for each Unit Member and a \$1,000.00 life insurance policy for each eligible dependent of each Unit Member.

ARTICLE 12

SALARY 12

12.1 Calculation of Educational Units

A. Definition

Semester units mentioned are computed in terms of undergraduate units earned subsequent to the bachelor's degree at an institution qualified to recommend to the California Commission for Teacher Credentialing and verified by an official transcript of record and/or grade card.

B. Qualifying Units

Two (2) semester units earned in graduate courses shall equal three (3) semester units earned in undergraduate course.

Units acceptable as graduate shall include only those designated as such by the institution in which those units are earned. These units may be earned through summer sessions, evening sessions, extension, and accredited correspondence courses. Internet units earned from a fully-accredited university shall be counted without a ceiling when submitted on an "official" transcript. However, of the fifteen (15) units presented to advance from class to class, a maximum of six (6) units may be earned by correspondence. (Article 12, Section 12.1(B) Revised. Adopted October 9, 2012)

C. Units Applied Toward Advancement on Salary Schedule and Notice of Intent to Apply for Advancement

1. For unit credit toward class advancement on the current year's salary schedule, a preliminary application for credit shall be filed by the Unit Members with the appropriate office no later than the preceding June 1. The application shall state:
 - a. The total number of proposed units in terms of undergraduate units and if possible, the proposed course titles for work to be completed by the succeeding December 31st.
2. For the purpose of salary advancement, only those units completed by September 1 shall enable the Unit Member to advance one class in the current year's entire employment contract.
3. For the purpose of salary advancement for units earned after September 1 and before December 31, any advancement on the current year's salary schedule shall be prorated in direct proportion to the completion date of earned units and the days remaining in the current Unit Member's employment contract.

4. Amount of Increase:

Class Advancement = Increased Daily Rate x Current Contract Days

Increased Daily Rate x Increase in Remaining Contract Days =
Contract Amount

In both (1) and (2) on the previous page, the increase in contract amount to be paid in equal monthly payments for the remainder of fiscal year.

5. All classes must be substantially supportive of the teacher's current assignment and/or required course work toward filling requirements for added subject authorization(s) on a current teaching credential, a new subject credential and/or an advanced university degree in education (MA, Ph D). Units towards filling the requirements for NCLB compliance in the teacher's current assignment will be considered by the Professional Growth Committee and/or superintendent. Employees must receive a grade "C" or better or "pass" in a "pass/fail" type of course. (Article 12, Section 12.1(C) (5) Adopted October 9, 2012)

D. Professional Growth Committee

A Professional Growth Committee will be composed of Unit Members and administrators who will monitor and render judgmental decisions relative to requests for District or SCOE credit in professional growth. Any proposed college units whose course content is deemed questionable by the District or SCOE shall be referred to the Professional Growth Committee within five (5) workdays after receipt of the course description. The Professional Growth Committee's decision relative to salary credit for such a course shall be final. The Professional Growth Committee shall be composed of:

1. Two (2) teachers, to be chosen by the Association; one (1) K-6 teacher and one (1) 9-12 teacher;
2. One (1) administrator (District or County);

E. Salary Schedule Placement

1. New bargaining unit hires shall be granted up to fifteen (15) years of credit (initial placement on step 16) for prior certificated teaching experience at an accredited institution. Employees must provide verification of previous credentialed teaching experience to the District/SCOE which shall be placed in their personnel file. (Effective July 1, 2018)
2. Bargaining unit hires who previously worked for S-PJUSD/SCOE in a certificated position shall be granted year for year credit for all prior teaching experience with S-PJUSD/SCOE and all other accredited institutions. (Effective July 1, 2018)
3. One year credit for each year of teaching, which must be 75% of the day's school is in session, in a public school or an accredited private school located in this state or in any other state or territory under U.S.A. jurisdiction.

12.2 Extra Duty Sessions

A. Association Support for Extra Duty Coverage

The Association is to encourage cooperation of Unit Members and to provide support for the District or SCOE in securing adequate staffing for activities beyond the normal work day.

B. Compensation

Employees shall be compensated at a rate of \$20.00 per hour, capped at no more than \$200 per day. Adopted May 12, 2015

C. Allowable Claims

Extra-duty sessions may be claimed for the following purposes only:

1. Supervision of students at extra-curricular activities;
2. The second, or subsequent, required attendance at Back-to-School night for personnel assigned to more than one school; and
3. Any job-related activities as mutually agreed prior to by the Unit Member and the Site Administrator or the appropriate Superintendent

12.3 Advancement on Salary Schedule

A. Class -to-Class

Advancement from class to class on the salary schedule shall be accomplished under the provisions of section 12.1. No Unit Member shall advance in class on the salary schedule until these requirements are met.

B. Step-to-Step

Advancement within a class may be accomplished by one (1) year of service within the District or SCOE and does not require units of credit.

12.4 Special Teaching Assignments

Any special hourly teaching assignment(s) beyond the contract day shall be paid at the bargaining unit member's per-diem hourly rate of salary, effective July 1, 2018.

12.5 Special Assignment Salary Schedule Stipends for Extra Duty Assignments

A. Rates of Compensation

The District/County and the Association agree that assignments to benefit students and staff that are outside of the regular teaching day should be compensated. The compensation for these voluntary positions shall be determined by length of time and amount of work as recommended by the District/County and Association. *The Extra Duty assignments and compensation are listed as follows effective July 1, 2018:*

<u>Position</u>	<u>Compensation</u>
Peer Assistance Review	\$2,000
Beginning Teacher Support and Assessment (BTSA) per teacher	\$2,000
Textbook Adoption Lead Teacher Year 1 Year 2 Year 3	\$ 500 \$1,500 \$ 500
WASC Lead Maintenance Years (LHS, Downieville) Self-Study Visitation Year Mid-term Visitation Year Maintenance Years	\$2,500 \$1,500 \$1,000
Site Technology Coordinator Loyalton Elementary Grades TK-6 Loyalton High Grades 7-12 Downieville Grades K-12	\$1,500
Teacher-In-Charge (per semester) Loyalton High Grades 7-12 Downieville Grades K-12 Loyalton Elementary Grades TK-6	\$1,000
Lead Teacher (Downieville)	\$1,000 per month
Response to Intervention Coordinator Loyalton High Grades 7-12 Downieville Grades K-12 Loyalton Elementary Grades TK-6	\$1,500 \$1,000 \$1,500
Athletic Director Loyalton High Grades 7-12 (\$2,500 x 3 seasons) Downieville Grades 7-12 (\$500 per season) Loyalton Grades 6,7,8	\$7,500 cap; \$2,500 per season \$2,000 cap; \$ 500 per season \$1,000
<u>Coaching Assignments</u>	
Assistant Varsity Football, LHS	\$1,500
Varsity Basketball - Boys	\$2,000
J.V. Basketball – Boys, LHS	\$2,000
Varsity Basketball - Girls	\$2,000
J.V Basketball – Girls, LHS	\$2,000
7 th Grade Basketball – Boys	\$500
8 th Grade Basketball – Boys	\$500
7 th Grade Basketball - Girls	\$500
8 th Grade Basketball – Girls	\$500
7 th /8 th Gr COED Basketball, DVL	\$1,500
Boys Baseball	\$2,000
Girls Softball	\$2,000
Varsity Volleyball - Girls	\$2,000
JV Volleyball – Girls	\$1,500

Track	\$2,000
Tennis	\$1,500
Cheerleading Advisor-per season, max 2 season per year	\$2,000
Golf	\$1,500
Cross Country	\$500
Physical Fitness Coordinator District-wide	\$500
Advisor Friday Night Live Loyalton Grades 9-12	\$2,000
Advisor Club Live Loyalton Grades 7-8	\$2,000
Advisor Friday Night Live Kids Loyalton Grades K-6	\$2,000
Advisor Friday Night Live Downieville Grades 9-12	\$1,000
Advisor Club Live Downieville Grades 7-8	\$1,000
Advisor Friday Night Live Kids Downieville Grades K-6	\$1,000

compensation revised effective July 1, 2018

B. Evaluation

Evaluation of these positions shall be done yearly with the site administrator and the employee who has been assigned the position using the Board adopted job description. Each position that receives a stipend will be available each school year unless otherwise stipulated in the job description.

C. Posting

On or before May 1 of any year that the Board of Trustees approves to fill and authorize job description, the District/County shall post all the extra-duty and extended school year assignments for the succeeding year at each school site. The notices shall also be e-mailed to employees and posted on the district web-site. The posting shall be for 5 work days.

Applicants shall apply for any posted position by submitting a written application to the District/County superintendent within 10 working days from the date posted on the notice.

The District/County shall fill the positions prior to the end of the current school year if a certificated employee is qualified to perform the duties and an application is received within ten (10) days from the posted notice. Should an extra-duty stipend or extended year position become available during the summer, the District/county shall mail the vacancy notice to the bargaining unit member's home as long as the bargaining unit member has notified the District/County in writing that he/she wants to be notified of any vacancy.

Should a vacancy occur during the school year, the position shall be posted at each school site for 3 work days and e-mailed to each member. The District/County shall fill the position within 10 work days.

12.6 Professional Development

The Employer shall, when so approved, reimburse certificated personnel for professional development examinations, coursework, etc. who have not met NCLB Highly Qualified Teacher requirements as of June 30, 2012, and have been identified by the Superintendent as assigned to teach in core academic subjects out of their California teacher credential authorization. Professional Development may, when so approved, apply to Employees who are voluntarily broadening their subject matter competency to fulfill requirements for additional credential authorizations.

Reimbursement is limited to:

- a. The cost of the examination fee(s) up to and including three times for the same exam
- b. Mileage per diem at current District/SCOE rate associated with subject matter competency examination(s)
- c. The cost of university/college coursework/training registration fee; limited to one time only
- d. The cost of university/college coursework textbook/training resources; limited to one time only

Employee shall submit a request to the Professional Growth Committee and superintendent describing professional development activity

The Professional Growth Committee and/or superintendent must approve all coursework, examinations, and/or trainings four (4) weeks prior to the date of examination or beginning of course

- a. If the Professional Growth Committee is unable to meet and make a decision regarding the employee's request for professional development activity within a reasonable amount of time, the superintendent will tender the decision.
- b. The four (4) week approval process may be waived for special circumstances on a case-by-case basis.

The employee must receive a grade "C" or above for all coursework and a "pass" grade on examinations ("credit", "passing", or "satisfactory" is acceptable)

Course work must be non-remedial and directly related to the course offerings of the District/SCOE core curriculum

Course work must be taken at a regionally accredited institution

Personal leave, up to three (3) full days shall not deducted when an employee is absent from workplace for coursework, examination and/or trainings if the examination, coursework/training is mandated by the Employer.

Personal Necessity leave shall be deducted when an employee is absent from workplace for coursework, examination and/or trainings if the examination, coursework/training is considered by the superintendent as voluntary.

Reimbursement for coursework, examinations, and/or trainings, directly associated with meeting NCLB compliance, shall be established as follows:

- a. Employee will submit to the District/SCOE business office a "Request for Reimbursement" form after completing course work/examination and has received official transcripts or report card. Request for reimbursement must be submitted within thirty (30) business days.

S-PJUSD / SCOE PROFESSIONAL GROWTH COMMITTEE

REQUEST FOR PROFESSIONAL DEVELOPMENT ACTIVITY APPROVAL
COURSE WORK and/or EXAMINATION (Form)

EMPLOYEE NAME: _____ **DATE OF REQUEST:** _____

SCHOOL: _____ **GRADE LEVEL:** _____

CURRENT TEACHING ASSIGNMENT: _____

PURPOSE OF EXAMINATION OR COURSEWORK: _____

INSTITUTION YOU ARE ATTENDING: _____

DATE OF COURSE WORK (begin date and end date) **OR DATE OF EXAMINATION:** _____

SPECIFICS ABOUT YOUR COURSE WORK OR EXAMINATION: Details of the college/university course work (name of course, course number, number of credits) or the name of the examination:

COST OF COURSE WORK TUITION or EXAM REGISTRATION: _____ (attach receipt)

COST OF BOOK(S) FOR COURSEWORK: _____ (attached receipt) **APPROX. MILEAGE:** _____

EMPLOYEE SIGNATURE: _____

For Professional Growth Committee	
Course work approved for salary advancement:	<input type="checkbox"/>
Course work denied for salary advancement:	<input type="checkbox"/>
Course work approved for professional development reimbursement:	<input type="checkbox"/>
Course work denied for professional development reimbursement:	<input type="checkbox"/>
Examination approved for professional development reimbursement:	<input type="checkbox"/>
Examination denied for professional development reimbursement:	<input type="checkbox"/>
Explanation of denial(s): _____	

Professional Growth Committee	
Chairperson Signature: _____	Date : _____
Superintendent Signature: _____	Date: _____

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 contract 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 automatically 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.

ARTICLE 14
SAVINGS PROVISION

- 14.1 In the event the ability of either party to honor the terms of this Agreement is rendered ineffective by a court of competent jurisdiction, or is altered by a statutory or constitutional change, the parties agree, upon the request of either party, to meet and negotiate in good faith and seek suitable modification of the affected Articles; however, all other provisions of this Agreement shall continue in full force and effect.

ARTICLE 15
INPUT IN SELECTING NEW PROGRAMS FOR SCHOOLS

15.1 Curriculum and Instruction

Since Unit Members must implement any new curriculum or program of instruction introduced to their schools, the decision to introduce new programs or curriculum should be reached by consultation between the District or SCOE and their representatives with the representatives of the Association. The representatives of the District or SCOE shall include building Principals of affected schools. The representatives of the Association shall include Unit Members responsible for the implementation of the new program or curriculum under consideration.

15.2 Curriculum Defined

Curriculum is defined as any program of study which is carried on by the District or SCOE.

15.3 Instruction Defined

Instruction is defined to include all aspects of the teaching-learning situation either in the school or under the sponsorship of the District or SCOE.

ARTICLE 16
DURATION OF AGREEMENT

- 16.1 The parties agreed to a one-year extension of the previous contract which expired 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, 2022 and shall continue in full force and effect until June 30, 2025.

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 vice-versa, the employee shall retain his/her original first date of paid service that the employee had with whichever agency first employed him or her.

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

B. Experience

- | | | |
|----|--|---------|
| 1. | 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 |

C. 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.

ARTICLE 18
EARLY RETIREMENT OPTIONS

18.1 Early Retirement/Consultant Plan

A. Eligibility

After ten (10) years of full-time, continuous service in the Sierra-Plumas Joint Unified School District/SCOE, and upon attaining a minimum age of 55 years, but not greater than 62 years, an employee would become eligible for the Teacher's Early Retirement/Consultant Plan.

B Board Approval

This program is available to eligible employees, provided the Governing Board determines that the services offered by the employee are acceptable and provide a needed service to the District.

C. Application Procedures

Entry into the program will be based upon:

1. Written application to the appropriate Superintendent prior to May 1 of the year before desiring to enter the program;
2. Seniority in the District/County, should there be several applicants;
3. Acceptance by the applicant of a service agreement developed by the appropriate Superintendent or his/her designee, OR joint development of a mutually acceptable service agreement with the supervisor(s) designated by the Superintendent;
4. Applicant's resignation from full-time certificated employment in the District/County.

D. Consultant Services

Persons opting for this program would retire and subsequently function as private contractors in accordance with the service agreement. The consultant fee is established at \$125.00 per day to a maximum of \$5,000.00 per fiscal year for a service agreement covering an aggregate of forty (40) days (320 hours) per fiscal year.

E. Renewal of Service Agreement

The service agreement shall be renewed annually by application to the appropriate Superintendent based upon successful completion of a service agreement entered upon the preceding year. This application to the

appropriate Superintendent shall be made no later than May 1. The service agreement for the succeeding year shall be mutually acceptable to the applicant and the appropriate Superintendent or his/her designee. It shall be the intent of the District/County that this service agreement remain in force for a maximum of five (5) years.

F. Approval of Service Agreement

Any service agreement developed in accordance with this Early Retirement/Consultant Plan shall be subject to final approval by the Governing Board.

G. Termination of Participation in Plan

A former employee in the Early Retirement Program may opt to leave the program upon completion of any given service agreement.

H. Employment Status and Tax Liability

Individuals under the Early Retirement/Consultant Plan are no longer employees of the District/County. It shall be their responsibility, as independent contractors, to establish their eligibility for social security benefits, as well as any and all other benefits which may accrue to independent contractors. The District/County shall not make contributions toward CASDI on behalf of the contractor.

I. Health and Welfare Benefits

The consultant shall retain all rights regarding the conversion of health and welfare coverages as those enjoyed by any retiree from the District/County.

J. Service Agreement Language

The service agreement for a particular consultant may vary based upon the unique experience and expertise of that individual.

K. Early Retirement/Golden Handshake

Article 18, Section 18.1(K) Sunset effective June 30, 2012, subject to grandfather clause. Approved October 9, 2012)

“Full time employees in current active status as of June 30, 2012, shall be grandfathered into the early retirement/golden handshake option (Article 18, Section K) offered through June 30, 2012, and remain eligible until CalSTRS or CalPERS retirement and separation from District/County employment.”

Certificated employees with a minimum of 25 years of experience five (5) years with the District *or* County, who have reached the age of 55, may take advantage of their choice of one (1) of the following offers:

- A. Three (3) years 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 dollar contribution in the year of the unit member's final year of service.

- B. A lump sum dollar amount per year (taxable) for the term of three (3) years set at the dollar contribution per paragraph "a" above made by the employer in the year of the unit member's final year of service.

This early retirement is contingent upon formal written notification of retirement being submitted to the superintendent on or before **March 1st** of the last year of the member's year of service.

A retired employee is a person who is receiving or has applied to receive monthly benefits from the State Teachers' Retirement System (CalSTRS) effective within 60 days from the unit member's final date of employment with the District/County.

ARTICLE 19
DISTRICT BUDGET REVIEW

Beginning in November a team composed of District and County Superintendents, District/County Business Manager, one (1) Principal, one (1) District Governing Board Member and two (2) S-PTA representatives will meet every three (3) months to review the District budget and projected revenue sources to support open communication and facilitate improved decision making for balanced financial planning.

(Article 19. Approved October 9, 2012)

ARTICLE 20
PARR AND BTSA 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. 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 three (3) 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.

20.11 Joint Committee Report

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.

DISTANCE LEARNING AGREEMENT

1.0 Definitions

Distance learning is defined as a mode of instruction provided by a certificated teacher to a site other than the home school's site via a closed circuit television camera system. The teacher teaching via distance learning will be referred to as the "participating teacher." Two classrooms will be discussed in this agreement: the "home classroom" is the classroom where the certificated teacher is located; "remote classroom" is the classroom that is receiving the instruction at a different school site.

2.0 Agreement Term

This agreement is a temporary agreement, only for the 2009-2010 school year. Any extensions of the agreement will be negotiated by Sierra-Plumas Joint Unified School District (SPJUSD), Sierra County Office of Education, (SCOE) and Sierra-Plumas Teachers Association (SPTA). This agreement is completely separate from the Collective Bargaining Agreement between SPTA and SPJUSD/SCOE.

3.0 Volunteer Provisions

A special committee, Distance Learning Committee, shall be established for the purpose of reviewing the curriculum needs of the District and determining the role of the Distance Learning program with maintaining program viability. The Distance Learning Committee will be composed of the District/County Superintendent, S-PTA representative(s), and one Site Administrator. The Distance Learning Committee will be formed by July 1, 2009, to address Distance Learning curriculum and determine unit member(s) participation for the 2009-2010 school year. Assignment to a course is by mutual agreement between the unit member and the Distance Learning Committee.

Based on the Superintendent's evaluation of the Distance Learning program, the Distance Learning class/curriculum may be terminated by mutual agreement between the Superintendent, participating unit member and the S-PTA representative during the course of the 2009-2010 school year.

4.0 Conditions of Assignment

- A. The participating teacher will not be responsible for the maintenance of the distance learning equipment; that maintenance will be provided by the school district.
- B. The remote classroom will be monitored by either a classroom aide or a certificated teacher. (Subject to CCTC requirements). The teacher of record for remote classroom will be the participating teacher
- C. Student assignments will be transported by personnel arranged for and provided by the district on a weekly basis, as needed by the participating teacher.
- D. The district agrees to provide summer training (non-contract day) on the distance learning equipment in the participating teacher's classroom.
- E. RSP students' needs at the remote site will continue to be met by the site's RSP teacher.
- F. The participating teacher shall maintain his or her preparation period.
- G. The maximum caseload for the Distance Learning combined home classroom and remote classroom will not exceed 20 students.
- H. The participating teacher shall be assigned no more than one distance learning class per school year.
- I. In the event the participating teacher finds it necessary to spend time at the remote site, subject to Superintendent and/or Administrator approval, the district will provide a substitute teacher for the home classroom. In addition, the district may provide access to a County-owned vehicle for transportation, as deemed appropriate and within the guidelines of County office procedure.
- J. The school district will develop and make available to the participating teacher district procedures and policies regarding teacher and student safety and privacy as it relates to the use of closed circuit television system in the classroom. The policies and procedures will address the issue of archiving of lessons.

5.0 Compensation

- A. Training: The teacher will be compensated at \$200 per day for a minimum of one non- contract day of training during the summer of 2009. The participating teacher will be provided a minimum of one additional day of training when requested at the aforementioned rate.
- B. Stipend: The participating teacher will receive the Tier 3 stipend each semester.
- C. Travel: In the event the County owned vehicle is not available, the participating teacher will be reimbursed for gas mileage at the mileage rate allowed by District/County policy guidelines prior to the beginning of the 2009-10 school year.
- D. The policies and procedures will address the issue of archiving of instructional classroom lessons.

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					\$ 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


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

Date: 12/6/2022
SIERRA-PLUMAS TEACHERS'
ASSOCIATION



Laurie Petterson, President

Date: 12/6/2022
SIERRA-PLUMAS JOINT UNIFIED
SCHOOL DISTRICT
SIERRA COUNTY OFFICE OF
EDUCATION



James Berardi, Superintendent

Board Approved: September 22, 2022