

# **Collective Bargaining Agreement**

**Between**

**SIERRA UNIFIED SCHOOL DISTRICT  
AND  
SIERRA UNIFIED TEACHERS ASSOCIATION  
CTA/NEA**



July 1, 2024 to June 30, 2027

**Sierra Unified School District**  
29143 Auberry Road  
Prather, CA 93651  
Phone 559-855-3662  
Fax 559-855-3585

# TABLE OF CONTENTS

ARTICLE 1:	AGREEMENT .....	4
ARTICLE 2:	RECOGNITION .....	4
ARTICLE 3:	NEGOTIATIONS PROCEDURES.....	4
ARTICLE 4:	ASSOCIATION RIGHTS .....	5
ARTICLE 5:	DEFINITIONS .....	6
ARTICLE 6:	MANAGEMENT RIGHTS.....	7
ARTICLE 7:	GRIEVANCES.....	8
ARTICLE 8:	NONDISCRIMINATION .....	10
ARTICLE 9:	TRANSFER/REASSIGNMENT.....	10
ARTICLE 10:	CLASS SIZE.....	13
ARTICLE 11:	EVALUATIONS .....	14
ARTICLE 12:	PERSONAL ILLNESS AND INJURY LEAVE .....	15
ARTICLE 13:	PERSONAL NECESSITY LEAVE.....	16
ARTICLE 14:	BEREAVEMENT LEAVE.....	17
ARTICLE 15:	PREGNANCY DISABILITY .....	18
ARTICLE 16:	PARENTAL LEAVE OF ABSENCE.....	18
ARTICLE 17:	MILITARY LEAVE .....	19
ARTICLE 18:	PERSONAL LEAVE.....	19
ARTICLE 19:	HEALTH LEAVE OF ABSENCE.....	19
ARTICLE 20:	EXTENDED ILLNESS.....	20
ARTICLE 21:	INDUSTRIAL ACCIDENT AND ILLNESS LEAVE.....	21
ARTICLE 22:	ASSOCIATION LEAVE .....	21
ARTICLE 23:	JURY LEAVE .....	22
ARTICLE 24:	GENERAL LEAVE .....	22
ARTICLE 25:	CATASTROPHIC LEAVE.....	22
ARTICLE 26:	PERSONNEL FILES.....	24
ARTICLE 27:	SAFETY.....	25
ARTICLE 28:	PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS .....	25
ARTICLE 29:	MISCELLANEOUS PROVISIONS.....	26
ARTICLE 30:	HOURS OF EMPLOYMENT .....	27
ARTICLE 31:	SALARIES .....	29
ARTICLE 32:	HEALTH AND WELFARE BENEFITS .....	29

<b>ARTICLE 33:</b>	<b>CERTIFICATED RETIREE BENEFIT PROGRAM .....</b>	<b>31</b>
<b>ARTICLE 34:</b>	<b>SAVINGS PROVISIONS.....</b>	<b>34</b>
<b>ARTICLE 35:</b>	<b>NO STRIKE CLAUSE (CONCERTED ACTIVITIES).....</b>	<b>34</b>
<b>ARTICLE 36:</b>	<b>COMPLETION OF MEET AND NEGOTIATIONS.....</b>	<b>34</b>
<b>ARTICLE 37:</b>	<b>SUPPORT OF AGREEMENT.....</b>	<b>35</b>
<b>ARTICLE 38:</b>	<b>DUE PROCESS FOR DISCIPLINE LESS THAN DISMISSAL .....</b>	<b>35</b>
<b>ARTICLE 39:</b>	<b>TERMS AND REOPENERS .....</b>	<b>38</b>
<b>ARTICLE 40:</b>	<b>SIERRA @ HOME.....</b>	<b>38</b>
<b>APPENDIX A:</b>	<b>CERTIFICATED SALARY SCHEDULE.....</b>	<b>40</b>
<b>APPENDIX B:</b>	<b>RULES FOR PLACEMENT AND ADVANCEMENT ON SALARY SCHEDULE.....</b>	<b>45</b>
<b>APPENDIX C:</b>	<b>SCHEDULE OF STIPENDS BY LEVEL K-12.....</b>	<b>46</b>
	<b>STIPEND ALLOCATION BY LEVEL AND ASSIGNMENT.....</b>	<b>49</b>
	<b>K-12 STIPENDS.....</b>	<b>53</b>
	<b>EXPECTATIONS FOR HIGH SCHOOL STIPENDS.....</b>	<b>54</b>
	<b>EXPECTATIONS FOR JUNIOR HIGH/MIDDLE SCHOOL STIPENDS.....</b>	<b>56</b>
	<b>EXPECTATIONS FOR ELEMENTARY STIPENDS.....</b>	<b>57</b>
	<b>CERTIFICATED EMPLOYEE PERFORMANCE EVALUATION.....</b>	<b>59</b>

## **ARTICLE 1:**            **AGREEMENT**

- 1.1            The Articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Board of Trustees of the Sierra Unified School District ("Board") and the Sierra Unified Teachers Association/CTA/NEA ("Association"), an employee organization.
- 1.2            This Agreement is entered into pursuant to Chapter 10.7, Sections 3540 - 3549 of the Government Code ("Act"), operative July 1, 1976.

## **ARTICLE 2:**            **RECOGNITION**

- 2.1            The District confirms its recognition of the Association as the exclusive representative for the appropriate unit of employees.
- 2.2            The appropriate unit shall be as follows: All certificated employees, excluding management, confidential, supervisory employees, substitute teachers, high school counselors, psychologists and adult school teachers who are not otherwise included in the bargaining unit.
- 2.3            "Unit Member" refers to any employee who is included in the appropriate unit as defined in 2.2 above and therefore covered by the terms and provisions of this Agreement.

## **ARTICLE 3:**            **NEGOTIATIONS PROCEDURES**

- 3.1            The association will designate up to four (4) representatives or the number of representatives equal to the district team. The association representatives will receive reasonable release time to attend negotiation sessions and impasse proceedings, if any. The term "reasonable release time" shall, in general, be interpreted as an hour of release time for each hour during which negotiations occur outside the duty day. Negotiations will generally be conducted during contract hours unless mutually agreed upon by all parties.
- 3.2            Negotiation sessions shall be private. However, either party may utilize the services of outside consultants to assist in any aspect of the negotiations process so long as they give the other party prior notification of their intent to involve such consultants in table discussions.
- 3.3            The Association will designate up to four (4) representatives or the number of representatives equal to the district team. The association representatives will receive reasonable release time to attend negotiation sessions and impasse proceedings, if any. The term "reasonable release time" shall, in general, be

interpreted as an hour of release time for each hour during which negotiations occur outside the duty day.

- 3.4 Each negotiating team will be responsible for the recording of their own minutes.
- 3.5 Caucuses may be called by either negotiating team, as the need arises.
- 3.6 An agenda will be agreed upon for the next meeting prior to the adjournment of each negotiating session.
- 3.7 All tentative agreements will be signed or initialed by the spokesperson of each team.
- 3.8 All agreements are tentative until there is a final agreement of the entire contract.
- 3.9 Each party agrees that the final agreement on the contract shall be subject to ratification by the Board and the Association.
- 3.10 Each party agrees to support and recommend ratification of the final Agreement.
- 3.11 As soon as practical following ratification of the Agreement by both parties, the Board will post a copy of the Agreement on the District's website.

#### **ARTICLE 4:            ASSOCIATION RIGHTS**

- 4.1 Access to Information - The Board, upon request by the Association, agrees to furnish to the Association information concerning the financial resources and professional staffing of the District, as well as any other requested public information that is necessary to the Association in order to fulfill its role as exclusive representation.
- 4.2 Access to Work-Site - Authorized representatives of the Association shall have the right to transact official Association business on school property and utilize District facilities with permission and coordination of site Administrators.
- 4.3 The District shall provide the Association with a complete Board agenda, minutes, and non-confidential support materials for all meetings of the Board of Trustees.
- 4.4 The Association shall have the right to post notices of activities and matters of Association concern on bulletin boards designated for use by the Association in teachers' workrooms. The Association may use the District's teacher mailboxes and/or district email system for communication to teachers.

- 4.5 The District will provide at least five (5) days' notice of a new employee orientation session to SUTA for employees hired at the beginning of the school year. For mid-year hires, SUTA and the District will confer to find a time to provide the orientation that is agreeable to both parties. The orientation session will be conducted by a SUTA representative in a place within the District Office or other District facility that provides privacy for the orientation.

The District will provide the names, job and contact information for new employees to SUTA within 30 days of hire or by the first pay period of the month following a hire, even if the employee previously worked for the district. The District will provide the same information about all bargaining unit members every 120 days.

- 4.6 The District reaffirms the right of the Association to consult on a) the definition of educational objectives, b) the determination of the context of courses and curriculum, c) the selection of textbooks and d) the goals and outcomes contained in the Local Control Accountability Plan (LCAP).

## **ARTICLE 5:**            **DEFINITIONS**

- 5.1 "Unit Member" refers to any employee who is included in the Bargaining Unit as defined in Article II and therefore covered by the terms and provisions of this Agreement.
- 5.2 "Days" means any day in which the central administrative offices are open for business.
- 5.3 "Immediate Family" means mother, father, grandchild, grandmother, or grandfather of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, sister, foster child, foster parent, stepparent, stepchild, stepbrother or stepsister of the employee or spouse or any relative living in the immediate household of the employee.
- 5.4 "Daily Rate of Pay" means the unit member's annual base salary as determined by placement on the certificated salary schedule and including time factors for additional days of service divided by the number of duty days required of the unit member under this Agreement and/or by individual employment agreement.
- 5.5 "Duty Days" means a day during which unit members are required to be present at their assigned work site.

## **ARTICLE 6:**

## **MANAGEMENT RIGHTS**

- 6.1 It is understood and agreed that the District (and its designees including the Site Principals) retains all of its powers and authority to direct, manage, and control the District to the full extent of the law.
- 6.2 Included in, but not limited to, those duties and powers is the right to:
- 6.2.1 Determine its organization;
  - 6.2.2 Supervise the work of its employees;
  - 6.2.3 Determine the times and hours of operation of the District;
  - 6.2.4 Determine the kinds and levels of services to be provided and methods of providing them;
  - 6.2.5 Establish District-wide educational policies, goals and objectives;
  - 6.2.6 Ensure the rights and educational opportunities of students;
  - 6.2.7 Determine staffing patterns;
  - 6.2.8 Determine the number and kinds of personnel required;
  - 6.2.9 Maintain the efficiency of District operations;
  - 6.2.10 Build, move, or modify facilities;
  - 6.2.11 Establish budget procedures and determine budget allocation;
  - 6.2.12 Determine the methods of raising revenue;
  - 6.2.13 Contract out non-bargaining unit work, except as otherwise permitted by statutory and case law;
  - 6.2.14 Take action on any matter in the event of an emergency; and
  - 6.2.15 The right is retained to:
    - 6.2.15.1 Hire;
    - 6.2.15.2 Classify;
    - 6.2.15.3 Assign or Reassign;
    - 6.2.15.4 Evaluate;
    - 6.2.15.5 Promote;
    - 6.2.15.6 Terminate; and/or
    - 6.2.15.7 Discipline employees for just cause and in compliance with statutory and case law. This shall not be interpreted as the parties having reached "mutual agreement" within the meaning of California Government Code 3543.2(b).
- 6.3 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms, which are in conformance with law.

- 6.4 The District retains its right to suspend the Hours of Employment Article in this Agreement in the event of an emergency. "Emergency" is defined as "an unanticipated, unforeseen circumstance requiring immediate action."

## **ARTICLE 7: GRIEVANCE PROCEDURE**

### 7.1 Section 1. Definitions:

A "grievance" is a formal written allegation by a grievant that he/she has been adversely affected by a violation of the specific provisions of this Agreement. Actions to challenge or change the policies of the District as set forth in the rules and regulations or administrative regulations and procedures must be undertaken under separate legal processes. Other matters for which a specific method of review is provided by law, by the rules and regulations and procedures of this School District are not within the scope of this procedure.

7.1.1 A "grievant" may be any unit member covered by the terms of this Agreement or the Association.

7.1.2 A "day" is any day during which the central Administrative Offices of the Sierra Unified School District are open for business.

7.1.3 The "immediate supervisor" is the lowest level administrator having immediate jurisdiction over the grievant, who has been designated to adjust grievances.

### 7.2 Section 2. Informal Level:

Before filing a formal grievance, the grievant should attempt to resolve it by an informal conference with his/her immediate supervisor.

### 7.3 Section 3. Formal Level:

7.3.1 Level 1: In the event the grievant is not satisfied with the decision at the informal level, he/she must, within ten (10) days after the occurrence of the act or omission giving rise to the grievance, present his/her grievance, in writing, to his/her immediate supervisor. This statement shall be a clear, concise statement of the grievance, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.

The immediate supervisor shall communicate his/her decision to the employee in writing within ten (10) days after receiving the grievance. If the immediate supervisor or designee does not respond within the time limits provided, the grievant may appeal to the next level.



- 7.3.2 Level II: If the aggrieved person is not satisfied with the disposition of grievance, or if no written decision has been rendered, the staff member may submit a grievance to the Superintendent or designee, who will arrange a meeting with the aggrieved staff member.

The Superintendent or his/her designee shall communicate a decision to the grievant within ten (10) days.

- 7.3.3 Level III: If the grievant is not satisfied with a decision at Level II, he/she may, within ten (10) days, submit a request in writing to the Superintendent for mediation of the dispute. The parties shall use the assistance of a State Conciliation Mediator to utilize traditional mediation techniques to assist in resolving the grievance. In the event this level does not resolve the grievance, any proposals submitted by either party in mediation may not be used or referred to if the grievance is taken to Level IV, Arbitration.

- 7.3.4 Level IV: If the grievant, with the Association's approval, is not satisfied with the decision at Level III, he/she may, within ten (10) days, submit a request in writing to the Superintendent for arbitration of the dispute.

The grievant and the District shall attempt to agree upon an arbitrator. If no agreement can be reached, they shall request the State Conciliation Service to supply a panel of five (5) names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until only one (1) name remains. The remaining panel member shall be the arbitrator. The order of striking shall be determined by lot.

The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and the Association. All other expenses shall be borne by the party incurring them.

The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues submitted to him/her. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring them to written grievance and the answers thereto.

The arbitrator will have no power to add to, subtract from, or modify the terms of this Agreement or the written policies, rules, regulations and procedures of the District.

Issues arising out of the exercise by the Board and Administration of its responsibilities under Article VI of the Agreement, including the facts underlying its exercise of such discretion, shall not be subject to this procedure.

After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit, in writing to all parties, findings and recommendations, which shall be final and binding on the parties to this Agreement.

7.3.5 Miscellaneous: Time limits in this policy may be extended by mutual agreement between the grievant and the District Administration. Days may be extended during non-teaching periods by mutual agreement between both parties. If the grievant does not timely file a grievance or advance the grievance to the next level in accordance with the time requirements, the grievance shall be time barred. A unit member alleging a grievance may request that an Association representative accompany him/her at all stages of the grievance procedure.

7.3.6 The grievant is entitled to one (1) representative. In as much as the meetings occur during the contract period, the representative shall be provided with release time to accompany the grievant.

7.4 If the District chooses to keep materials concerning an employee's grievance, all such materials shall be kept in a file separate from the employee's personnel file which shall be available for inspection only by the employee, the Association, and those management, supervisory, and confidential employees directly involved in the grievance procedure

## **ARTICLE 8:**                    **NONDISCRIMINATION**

8.1 The parties agree not to discriminate against any unit member on the basis of race, color, creed, age, sex, national origin, domicile marital status, sexual orientation, physical handicap, or membership in an employee organization.

## **ARTICLE 9:**                    **TRANSFER/REASSIGNMENT**

9.1 General Provisions:

9.1.1 A transfer is the movement of a unit member from one work location to another work location at a different site.

- 9.1.2 A reassignment is the movement of a unit member from one subject area to another subject area or one grade level to another grade level at the same site.
- 9.1.3 Unit members returning from leave, after initial site placement has been made, shall be afforded all rights provided under this section.
- 9.1.4 The Administration shall post notice of all known certificated vacancies as soon as they come to the attention of the District. Such notice shall be posted in at least one location at each certificated employee work site that is accessible to and commonly frequented by unit members.
- 9.1.5 Unit members requesting transfer or reassignment will be guaranteed an interview before the final selection is made.

## 9.2

### Voluntary Transfer and Reassignments:

- 9.2.1 A unit member may submit a request for transfer/reassignment within the District at any time, whether or not a vacancy exists. A unit member may also submit a request for a transfer/reassignment subsequent to the posting of a vacancy notice which will be posted as described above for a minimum of ten (10) days prior to closing the application process. In the case of vacancies offered for current employees only, the vacancy notice will be posted for five (5) days prior to closing.
- 9.2.2 Vacant positions in the District's teaching staff shall normally be offered to currently employed certificated staff members who have applied and are qualified for such positions prior to the employment of anyone from outside the District. Exceptions to this provision may occur:
  - 9.2.2.1 To meet the requirement of a District affirmative action program or of mandated federal or state employment guidelines;
  - 9.2.2.2 When the qualifications of an outside applicant are superior to those of any internal application, as determined by the District; and
  - 9.2.2.3 When the external applicant for employment is more highly qualified to meet a clearly define educational need of the District as set forth on the vacancy posting.

9.2.3 When two (2) or more current employees apply for and are equally qualified for a vacancy in the District, the person with the longest unbroken period of employment in the District shall normally be given priority consideration in filling the vacancy. An exception to this provision may occur when the less senior applicant is more highly qualified to meet a clearly defined educational need of the District for the position in question, as set forth on the vacancy posting.

9.2.4 If a unit member's request for a voluntary transfer or reassignment is denied, the unit member shall be granted, upon request, a meeting with the administrator(s) who denied the request to discuss the reasons.

### 9.3 Involuntary Transfers and Reassignments:

9.3.1 Teachers shall be given reasonable notification of any administrative request that they be transferred/reassigned for the coming year, and, excepting unanticipated, unforeseen circumstance, such notification shall generally occur by May 30<sup>th</sup>. When necessary due to timing of transfer or difference in classroom needs, the transferred member will be supplied with reasonable tools/materials to fulfill the requirements of the new assignment.

9.3.2 A meeting between the teacher and the Superintendent or designee will be held before a new assignment is made, at which time the teacher will be notified as to the reasons for the proposed transfer.

9.3.3 All involuntary transfers/reassignments shall be for good and sufficient reason based on the educational needs of the District.

9.3.4 Teachers who must be involuntarily transferred/reassigned from their current positions may indicate their preference for placement from among any vacancies that exist.

9.3.5 A teacher who has been subject to a management initiated transfer/reassignment shall not be subject to such transfer for any more than two (2) times during a five (5) year period.

9.3.6 An involuntary transfer/reassignment shall not result in the loss of compensation, seniority, or any other benefit set forth in this Agreement.

## **ARTICLE 10:**        **CLASS SIZE**

- 10.1        It is the intent of the parties to maintain an overall District average class size for regular classrooms at a level not to exceed 28 enrolled students per teacher, not including Special Day Classes, Resource Teachers, secondary physical education classes, and secondary band classes.

Class size shall take into account:

- 10.1.1        Subject Matter;
  - 10.1.2        Type of Instruction - Labs, Advanced Placement, Special Education;
  - 10.1.3        Readiness of Pupils;
  - 10.1.4        Work Stations - Shops, Labs;
  - 10.1.5        Facility Size;
  - 10.1.6        District's Ability to Finance;
  - 10.1.7        Availability of Qualified Teachers;
  - 10.1.8        Availability of an Appropriate Facility;
  - 10.1.9        Best Interests of the Students (as determined by the District);
  - 10.1.10      State Class Reduction Incentives; and/or
  - 10.1.11      Federal Class Reduction Incentives.
- 10.2        The District shall attempt to maintain numerical equality among classes of the same grade or among classes in the same subject. The District recognizes that a site Principal, with input from the teaching staff, may elect to allocate personnel resources in a manner that would produce differences in class size.
- 10.3        The District's teacher allocation formulas will address core staffing by grade level and will provide the lowest pupil/teacher ratio at the elementary grades. That allocation ratio will increase by one student for Junior High School classes, and by one more student at the High School level. Additional staff positions, above the core staffing levels, may be allocated based on identified needs and available funds.
- 10.3.1        In Kindergarten – when a class with 20 or more students will be allocated two (2) hours of aide time per day for the duration of the period the class is sized at or above 20. At such time when/if class size drops below 20, the aide time will be removed. Instructional Aide time is provided to assist student instruction rather than performing clerical duties.
  - 10.3.2        In grades one (1) through three (3) – when a class in that grade level has 25 or students will be allocated 2 hours of aide time per day for the duration of the time the

class size is at 25 or above. At such time when/if class size drops below 25, the aide time will be removed. Instructional Aide time is provided to assist student instruction rather than performing clerical duties.

10.3.3 In classes for grades four (4)–six (6), when a class has 34 or more students, that class will be allocated 2 hours of instructional aide time per day for the duration of the time the class size is at 34 or higher. At such time when/if the class size drops below 34, the instructional aide time will be removed. Instructional Aide time is provided to assist student instruction rather than performing clerical duties.

10.3.4 In classes for grades 7-12, not including special day classes, resource specialist, physical education classes, and band classes; teachers will receive additional compensation of \$2 per student per day for the number of students above an average of 32. The average is to be calculated by adding the total number of students in all classes of each teacher, divided by the number of classes taught by the teacher. Compensation is to be calculated by multiplying the average number above 32 (rounded to a whole number), by the number of instructional days the average number of students per class is above 32 students.

\* In this context and for the purpose of determining the addition of instructional aide time, classes refers to the classroom wherein core instruction in grade level subject matter is taught. This provision is not intended to include special education programs or content areas referred to as “specials” that are taught as single subject areas, including but not limited to physical education, research, and/or music.

10.4 The District shall make every reasonable effort in lab classes to limit the number of students to the available number of workstations.

## **ARTICLE 11:**        **EVALUATIONS**

11.1 The District shall evaluate probationary employees at least twice per year and permanent employees at least once every other year. The evaluation shall be in writing on forms authorized by the District with the format to be agreed upon by both parties. A copy of the evaluation tool is included in Appendix C.

11.2 The evaluator shall be the unit member's immediate supervisor and/or designated trained certificated manager.

- 11.3 The evaluation shall be in writing on forms authorized by the District with the format to be agreed upon by both parties.
- 11.4 Prior to October 31, a pre-conference will be held between the evaluator and the employee to discuss goals, objectives, and procedures for the evaluation.
- 11.5 Informal observation of the employee may be conducted without advance notice to the unit member.
- 11.6 Subsequent to the evaluation, an evaluation conference shall be scheduled between the unit member and the evaluator. At the conference, the evaluator will present the written evaluation and discuss the matter with the unit member. The unit member shall sign the evaluation signifying only that he/she has read the document, and has been provided the opportunity of attaching a written response, which shall become a part of the permanent record.
- 11.7 Nothing in this Article shall be construed to allow for any evaluation being subject to the grievance procedure, as to its subjective content. A grievance may be filed regarding the procedural guidelines stated above.

## **ARTICLE 12:**            **PERSONAL ILLNESS AND INJURY LEAVE**

- 12.1 Full-time unit members shall be entitled to eleven (11) days leave with full pay for each school year for purposes of personal illness or injury for themselves or members of their immediate household. Unit members who work less than full-time shall be entitled to that portion of the eleven (11) days leave as the numbers of hours per week of schedule duty relates to the number of hours for a full-time unit member in a comparable position.
- 12.2 If a unit member does not utilize the full amount of leave as authorized in paragraph 12.1 above, in any school year, the amount not utilized shall be accumulated from year to year.
- 12.3 Upon request by District Management, and generally after three (3) consecutive days of absence, a unit member shall be required to present a medical doctor's certificate verifying the personal illness or injury and/or a medical authorization to return to work prior to returning to work.
- 12.4 Whenever possible, a unit member must contact his/her immediate supervisor or other District personnel responsible for securing substitutes as soon as the need to be absent is known, but in no event less than one (1) hour prior to the start of the work day, to permit the employer time to secure a substitute service.

- 12.5 A unit member who is absent, for one (1) or more days, due to illness or injury as described in 12.1 above, shall have deducted from his/her accumulated leave, corresponding time on a daily basis. For any fraction of a day in which such absence occurs, the unit member's account shall be charged corresponding time, based on one (1)-hour segments. However, no charge shall be made against a unit member's illness and injury leave account for absence time taken for health related purposes when such absence occurs during the unit member's preparation or duty free lunch period. If an employee fails to notify the District of intent to return to work at least one (1) hour prior to the close of the preceding work day, and if such failure results in the securing of a substitute who cannot be transferred to another assignment, the unit member shall be responsible for payment of the cost of the substitute and shall maintain use of said substitute during all paid time.
- 12.6 Each unit member shall be notified of the accumulated leave by no later than October 15 of each school year.

### **ARTICLE 13:**        **PERSONAL NECESSITY LEAVE**

- 13.1 Teachers shall be entitled to use up to seven (7) days of accumulated and/or credited sick leave during each year, in case of personal necessity.
- 13.2 Purposes and/or reasons for which Personal Necessity Leave may be used shall include, but not be limited to, the following:
- 13.2.1 Death of a member of the immediate family (as defined elsewhere in this Agreement). Use of Personal Necessity Leave for this purpose shall occur after the full amount of Bereavement Leave time, as provided elsewhere, has been utilized.
  - 13.2.2 Accident involving the teacher's person or property of the person or property of a member of immediate family.
  - 13.2.3 An illness or unusual circumstance involving the employee or a member of the employee's immediate family which, under the circumstances, the employee cannot reasonably be expected to disregard, and which requires the attention of the employee during assigned hours of service.
    - 13.2.3.1 Employee must notify and acquire principal's approval 72 hours in advance, prior to using of this section.
    - 13.2.3.2 Use of Personal Necessity Leave for these purposes may be denied for good and sufficient reason.
  - 13.2.4 Personal Necessity Leave may not be used for the following purposes:



1. Vacations or extension of holidays
2. Conventions related to the avocation of employee
3. Business trips of employee or spouse
4. Other business activities for financial gain of the employee
5. Political activities
6. Other reasons which are for the convenience of the unit member and can be dealt with outside of duty hours/days.

- 13.3 In addition to the purposes set forth above, two (2) of the seven (7) Personal Necessity Leave days may be used for attendance at funerals for other than immediate family members. Prior notification of such use shall be provided to the site administrator by the unit member. The District may limit the number of unit members utilizing this provision at any one time, based upon the District's securing substitutes to cover the assignments of those proposing to be absent. In such cases, the order in which notifications are received (i.e., time of receipt), shall be used to determine use of this provision unless some other resolution can be worked out by the affected parties.
- 13.4 Up to seven and one-half (7.5) hours per year of Personal Necessity Leave may be granted in not greater than one-half (1/2)-hour increments per day, with the approval of the site Principal, specifically to allow personnel to reach appointments on time. This leave cannot be combined with any other leave.
- 13.5 Applications for the use of Personal Necessity Leave must be submitted so that they may be received by the District Superintendent at least one (1) day prior to the days upon which the employee is to be absent, except where extenuating circumstances make this impossible. Such application shall be submitted on forms as prepared and made available by the District and shall provide verification that the Personal Necessity Leave was or will be used only for purposes as set forth in Section 13.2 above.

## **ARTICLE 14:**        **BEREAVEMENT LEAVE**

- 14.1 A teacher shall be entitled to the use of up to three (3) days of fully paid leave of absence in the event of the death of any member of immediate family (as defined in paragraph 5.3 of the Agreement) or up to five (5) days of such leave if either out-of-state, or more than three hundred miles of travel (one-way) is required.
- 14.2 No charge shall be made against the employee's sick leave account for the use of this leave.

## **ARTICLE 15:**            **PREGNANCY DISABILITY**

- 15.1            In conformance with the California Education Code, Section 44965, any unit member who is pregnant shall be entitled to the use of sick leave for maternity purposes when there is a disability caused or contributed to by pregnancy, miscarriage, childbirth, and recovery there from.
- 15.2            Unit members experiencing a disability as described above shall have the option of either receiving or not receiving pay during the period of disability. Each day for which such pay is received shall be charged against the employee's accumulated sick leave.
- 15.3            The length of the maternity leave period, including the date on which it shall end, shall be determined by the unit member and her physician.
- 15.3.1        The District may require a written statement from the unit member's physician confirming the continuation of a disability beyond the end of the sixth (6th) week after childbirth or miscarriage.
- 15.3.2        Should there be cause to doubt the validity of such a statement once received, the District may require that the unit member's physician submit the employee's medical records as they relate to the claimed disability to an independent physician for review. Said reviewing physician shall be selected by the unit member from a panel of three (3) qualified OB-GYN physicians to be provided by the District.
- 15.3.3        Should the reviewing physician render an opinion expressing doubt as to the continued disability of the unit member, the employee may be required by the District, at its expense, to submit to a personal examination by the selected reviewing physician.
- 15.4            Individuals who are pregnant, as confirmed by a medical doctor, and requesting an unpaid leave prior to the birth of a child, shall be granted the leave and entitled to all the provisions as provided in Article 15.1 above. To be eligible for this provision, the employee must continue in the District health benefit program at her own expense as referenced in Article 24.3.

## **ARTICLE 16:**            **PARENTAL LEAVE OF ABSENCE**

- 16.1            Parental leave shall be granted in accordance with the California Code 44977.5, for the term of twelve school weeks for the purpose of bonding with a newborn, adopted, or foster care child

- 16.1.1 Any unit member shall be entitled, upon request, to a parental leave of absence of up to one (1) year without pay, to begin within one (1) year after the birth of his/her child, or within one (1) year after receiving custody of an infant child (i.e., three (3) years of age or less), or prior to receiving such custody, if necessary in order to fulfill the requirements of adoption. Except in emergency circumstances, request for such leave shall be submitted to the District at least thirty (30) calendar days prior to commencement of the leave.
- 16.1.2 In addition to the parental leave provisions set forth above, unit members shall also be subject and entitled to all applicable rights, obligations, and/or benefits set forth in the Federal Family and Medical Leave Act of 1993, and/or California Government Code Section 12945.2. By reference thereto, these provisions are incorporated into this Agreement as if fully set forth therein.

## **ARTICLE 17:**            **MILITARY LEAVE**

- 17.1 A unit member shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.

## **ARTICLE 18:**            **PERSONAL LEAVE**

- 18.1 A teacher shall be entitled to the use of up to two (2) days annually during which he/she may be absent from regularly assigned duties for any reason.
- 18.2 A teacher wishing to utilize the leave made available through this provision shall be required to notify his/her immediate supervisor at least seventy-two (72) hours in advance of the time during which he/she intends to be absent.
- 18.3 The use of these days shall be charged against the credited and/or accumulated leave in the teacher's sick leave account, but shall not be charged against Personal Necessity Leave as set forth in Article XIII above.
- 18.4 No more than three (3) teachers per site, per day may use this leave provision.

## **ARTICLE 19:**            **HEALTH LEAVE OF ABSENCE**

- 19.1 Any teacher who must be absent from normal assignment with the District because of illness or accident for a period extending beyond the expiration of all

Sick Leave and/or Extended Illness Leave, as described elsewhere, shall be entitled to request an unpaid health leave of absence from the District. Such a request shall not be denied except for good and sufficient reason, based on the educational needs of the District. The District reserves the right to verify the extent of illness/injury necessitating this leave request, by a District-designated physician and at District expense.

- 19.2 Health Leave of Absence shall normally be granted for a period extending to the end of the current school year. Such leaves may, at the option of the District, be extended from year to year upon the request of the teacher. Such request shall be made in writing, at least fifteen (15) days prior to the expiration of the current leave period.

## **ARTICLE 20:            EXTENDED ILLNESS**

- 20.1 After all earned sick leave, as set forth above, is exhausted, additional non-accumulative extended illness leave shall be available for a period not to exceed five (5) school months. The amount deducted for leave purposes from the teacher's salary shall be the amount actually paid a substitute employee during the leave, or if no substitute is employed, the amount that would have been paid to a substitute.
- 20.2 Use of Illness and Injury Leave, as described elsewhere, will run consecutively with the use of Extended Illness Leave.
- 20.3 The District reserves the right to have the need for Extended Illness Leave in excess of ten (10) consecutive days verified by the employee's physician.
- 20.4 Teachers on extended illness leave shall continue to be provided with the full range of regular employee fringe benefits as provided in this Agreement.
- 20.5 Time spent on extended illness leave shall be accepted by the District for purposes of allowing a teacher's advancement on the salary schedule.
- 20.6 Persons utilizing these extended leave provisions may return to their regular position upon notification to their immediate supervisors of their ability to return.
- 20.7 Persons who return to active employment after having used the extended illness leave provisions of this contract shall be fully entitled to subsequent use of these provisions.

## **ARTICLE 21:**            **INDUSTRIAL ACCIDENT AND ILLNESS LEAVE**

- 21.1            A unit member shall be granted leave with pay, for a period not to exceed sixty (60) working day, in any fiscal year, for the same illness or accident resulting from, or out of, employment in the District
- 21.2            Such leave shall not accumulate from year to year. When an industrial accident or illness occurs at a time when the full sixty (60) working days leave will overlap into the next fiscal year, the unit member shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred for the same illness or accident.
- 21.3            Payment by the School District for wages lost on any days shall not, when added to an award granted the unit member under Worker's Compensation Law of the State of California, exceed the unit member's normal wage for the day.
- 21.4            Leave under this section shall commence on the first day of absence and will be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under Worker's Compensation.
- 21.5            Leave under this section shall be used in lieu of entitlement acquired under Personal Illness and Injury Leave. When leave under this section has been exhausted, the unit member shall be entitled to sick leave as outlined in Personal Illness and Injury Leave.
- 21.6            During all paid leaves of absence, whether under this section, sick leave, compensated time off, or other available leave, the unit member shall endorse to the School District loss benefits received under Worker's Compensation Laws of the State of California. The School District shall, in turn, issue the unit member appropriate warrants for the period of illness.

## **ARTICLE 22:**            **ASSOCIATION LEAVE**

- 22.1            The Association shall be entitled to five (5) days of paid leave per school year, which may be used by its representatives for local, state or national conferences or for conducting other business pertinent to Association affairs. These representatives shall be excused from school duties upon two (2) days' advance notification to the Superintendent and Site Administrator by the Association President.

## **ARTICLE 23:**        **JURY LEAVE**

- 23.1        A unit member shall be entitled to up to twenty-five (25) days of paid leave during a school year to serve on any jury and/or appear as a witness under subpoena. Paid leave for these purposes may exceed twenty-five (25) days if additional absence is required by court order.
- 23.2        Days of absence because of jury duty shall not have an adverse effect on an employee relative to the attainment of tenure or advancement on the District's salary schedule.
- 23.3        The unit member, while serving jury duty, will receive regular pay. However, upon receipt from the Court, he/she shall reimburse to the District any monies received for jury duty, less mileage reimbursement.
- 23.4        Teachers on jury leave shall continue to be provided with the full range of employee fringe benefits as provided in this contract.

## **ARTICLE 24:**        **GENERAL LEAVE**

- 24.1        When no other leaves are available, a leave of absence may be granted to an employee on a paid or unpaid basis, at the discretion of the District.
- 24.2        Any teacher who has been on leave and notifies the District of his/her desire to return to active employment will generally be assigned to the same position which he/she held at the time the leave was commenced. Exceptions to this provision may occur if that position is no longer in existence, in which case, the teacher shall be assigned to a position that is substantially equivalent to the one previously held.
- 24.3        While on an unpaid long-term leave, a teacher shall have the option to remain an active participant in the fringe benefit programs of the District by contributing to the District (in advance) the full monthly premiums normally paid by the District for those who are actively employed.

## **ARTICLE 25:**        **CATASTROPHIC LEAVE**

- 25.1        Catastrophic illness or injury means an illness or injury that is expected to incapacitate the employee for an extended period of time or that incapacitates a member of the employee's family (see Article) which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and available comp time.

- 25.2 In the event a unit member is afflicted by catastrophic sickness or accident and has depleted all accumulated sick leave, he/she may receive donated sick leave days from certificated employees.
- 25.2.1 Unit members may, on a voluntary basis, pledge a number of sick leave day(s) toward another unit member's need for additional leave because of catastrophic illness or injury as provided for in Section 5.
- 25.2.2 It is understood that those days actually transferred from a unit member are lost to the donating unit member when said days have been used.
- 25.2.2.1 Pledged days not used by the unit member during his/her catastrophic illness or injury will not be deducted from the pledging member's accumulated sick leave.
- 25.3 The unit member needing sick days (or his/her representative) applies to his/her site SUTA Representative, SUTA Executive Board member, or the Personnel Department.
- 25.3.1 Application to receive donations is submitted to SUTA's Representative Council or Executive Board for approval.
- 25.3.2 SUTA obtains agreement from District for the transfer of sick leave days to the unit member.
- 25.3.3 Any dispute arising over qualifying illnesses will be settled by consensus of District and SUTA Negotiators.
- 25.3.4 Unit member's representative circulates forms to those unit members interested making a donation.
- 25.3.5 It is the responsibility of the unit member who is pledging sick leave day(s) to fill out the necessary form to initiate this action and deliver this form to the Payroll department at the District Office.
- 25.3.6 The Payroll department at the District Office shall compile list of pledged days ranked in the order which they are to be used.
- 25.4 After a unit member's sick leave and comp time has been exhausted, the employer will then transfer said number of days authorized to the unit member in need.
- 25.5 Differential pay will begin when donated sick leave days have been depleted.

## **ARTICLE 26:**        **PERSONNEL FILES**

- 26.1        There shall be a single official personnel file for each unit member. Official personnel files shall be kept in the central administrative office of the District. Any document that is to be placed in a unit member's official personnel file must, unless otherwise agreed to by the unit member, be so placed within ten (10) days after receipt or origination by the District.
- 26.2        Materials in the personnel file of a unit member, except as noted in 25.3 below, shall be available for inspection. Such inspection may take place at any time during the regular business hours of the District, when the employee is not otherwise required to render services to the District. Further, upon prior written authorization by the unit member, an Association representative may review said file or accompany the unit member in such a review.
- 26.3        Materials which may be excluded from inspection shall be limited to ratings, reports or records which:
- 25.3.1        Were obtained prior to employment of the unit member involved;
  - 25.3.2        Were prepared by identifiable examination committee members; and/or
  - 25.3.3        Were obtained in connection with a promotional examination.
- 26.4        A unit member shall be provided a copy of any materials contained in his/her personnel file upon request, except those excluded in 25.3 above.
- 26.5        Information of a derogatory nature, except material excluded in accordance with Section 25.3 above, shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon. A unit member shall have the right to enter and have attached to any such derogatory statement, his/her own comments thereon. Such review shall take place, during normal business hours, and the unit member shall be entitled to release from duty for this purpose without salary reduction.
- 26.5.1        Information of a derogatory nature shall be sealed after a period of four (4) years.
- 26.6        All materials placed in a unit member's personnel file shall be dated and signed by the person who caused the material to be prepared.
- 26.7        Access to a unit member's personnel file shall be limited in conformance with California Statutory and Case Law. The contents of all personnel files shall be kept in strictest confidence.



## **ARTICLE 27: SAFETY**

- 27.1 Every unit member shall report unsafe working conditions to his/her immediate supervisor.
- 27.2 School personnel shall not be required to work under proven unsafe conditions or to perform tasks, which endanger their health or safety.
- 27.3 In the event the personal property of a unit member is damaged due to an accident in the workplace, the unit member is entitled to reimbursement for property costs minus the deductible, at the rate evaluated by risk management. This applies only in cases where the loss of property is covered by the District insurer.

## **ARTICLE 28: PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS**

- 28.1 Any bargaining unit member may sign and deliver to the Association a written authorization directing the District to deduct his/her membership dues from his/her paycheck and pay such membership dues to the Association on the member's behalf. Such written authorization shall continue in effect unless expressly revoked in writing by the bargaining unit member in compliance with the terms of the written authorization.
- 28.2 Pursuant to proper written authorization, the District shall deduct one-tenth (1/10) of the employee's Association membership dues from the member's regular salary check each month for ten months, beginning with the September pay warrant. Deductions for bargaining unit members who sign a written authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.
- 28.3 The Association hereby certifies that it has and will maintain individual bargaining unit member written authorizations. Employee requests to revoke or change authorizations for payroll deductions for the Association shall be directed to the Association and not the District. The Association shall be responsible for processing these requests in a timely manner.

- 28.4 The Association shall not be required to submit to the District a copy of a bargaining unit member's written authorization in order for the payroll deductions described in this Article to be effective, unless a dispute arises regarding the existence or terms of the written authorization.
- 28.5 The Association agrees to timely furnish any information needed by the District to fulfill the provisions of this Article. The District shall rely on the information provided by the Association regarding whether deductions for the Association are properly authorized, revoked, and/or changed.
- 28.6 With respect to all sums deducted by the District, the District agrees to remit promptly such monies to the Association at its membership processing office, accompanied by an alphabetical list of teachers for whom such deductions have been made and indicating any changes from the list previously furnished.
- 28.7 Upon appropriate written authorization from the bargaining unit member, the District shall deduct from the salary of any bargaining unit member and make appropriate remittance for annuities, credit unions, or programs jointly approved by the Association and the District.
- 28.8 The Association shall indemnify, defend, and hold harmless the District, its Board of Trustees, each individual member of the Board of Trustees, and all administrators and employees of the District from any all claims, demands, costs, lawsuits, liabilities, and other expenses, including, but not limited to, attorney's fees and costs that may arise out of or by reason of any deductions made by the District pursuant to this Article in reliance on information provided by the Association to the District.

## **ARTICLE 29:**            **MISCELLANEOUS PROVISIONS**

- 29.1 Any individual contract heretofore executed between the Board and an individual teacher included in and represented by the bargaining unit shall be subject to and consistent with the terms and conditions of this Agreement.
- 29.2 This Agreement shall supersede any rules, regulations, or practices of the Board, which are contrary to or inconsistent with its terms.
- 29.3 The provisions of this Agreement shall not be interpreted or applied in a manner that is arbitrary, capricious, or discriminatory. Rules which are designed to implement shall be uniform in application and effect.

- 29.4 A teacher's notification to the District that he/she intends to resign shall remain revocable until such time as the Board or designee accepts the resignation.
- 29.5 The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so.

### **ARTICLE 30:**            **HOURS OF EMPLOYMENT**

- 30.1 Each unit member shall be on campus and responsible for instructional and other assigned duties for a minimum of seven (7) hours and thirty (30) minutes, including a duty-free lunch period of thirty (30) minutes. The Site Administrator shall develop a work schedule sufficient to meet the needs of the assignment. On Fridays and on days before the commencement of holidays and/or break periods, unit members shall be permitted to leave school following dismissal of school.
- 30.1.1 Each unit member at the high school (grades 9-12) will be assigned co-curricular supervision for three events each school year. Each unit member at the junior high (grades 7-8) will be assigned co-curricular supervision of 2 events per school year. Should additional supervision assignments be deemed necessary, unit members will be compensated at a rate of \$50 per assignment beyond three. The stipend is available to unit members in grades K-8 and all classified personnel who volunteer to supervise co-curricular events, should the need exceed three assignments per high school staff member. Back-to-School Night and Senior Project Evaluation Night do not count as an assignment for purposes of the supervision stipend.
- 30.2 District scheduled mandatory meetings shall not extend beyond one (1) hour. The District shall not schedule mandatory meetings after 3:30 pm on Fridays, except in the case of an emergency.
- 30.3 A full-time teaching assignment at the high school level shall consist of six (6) teaching periods and at least one (1) preparation period.
- 30.4 Full-time teachers of grades K-8 shall have at least forty-five (45) minutes per duty day available for planning and preparation. The planning time shall be allocated in continuous minutes. The planning time shall be allocated in continuous minutes.
- 30.5 Compensatory time for use of preparation time:
- 30.5.1 Teachers who are requested and agree to give up part or all of their preparation time during a work day in order to fill in for another teacher shall earn compensatory time (comp time) on a time-for-time

basis.

- 30.5.2 Six (6) periods of earned comp time shall be equivalent to a full work day, as shall six (6) hours of such time for teachers working at sites where the work day is not divided into regular periods.
- 30.5.3 Teachers may carry over no more than three (3) days of comp time from one year to the next. Any carry-over greater than three (3) days shall be compensated in July, based upon the certificated substitute rate in effect for the year the comp time was earned.
- 30.5.4 Requests to use comp time are to be directed to the Principal.
- 30.5.5 Accumulated comp time may be taken as follows:

- 30.5.5.1 One (1) day per year, at teacher's discretion; or
- 30.5.5.2 Additional days per year with the approval of the Site Principal.

- 30.5.6 Requests to use Comp Time shall be submitted at least 72 hours in advance and prior to securing a sub.

- 30.6 Unless otherwise mutually agreed to by the affected teachers, small group planning and coordination meetings may be scheduled during preparation and planning time only if notification of such a meeting is given three (3) days prior to such a meeting.
- 30.7 Every teacher shall have one (1) duty free, uninterrupted lunch period of at least thirty (30) consecutive minutes and two (2) scheduled breaks per day, one (1) in the morning and one (1) in the afternoon. The unit member shall be able to leave campus during the duty free lunch period after notifying an administrator or the office.
- 30.8 The District will develop proposed calendar(s) prior to December 1st. The Association shall designate four (4) members to serve on a calendar committee to give the Association's feedback on the proposed calendar(s). Following consultation with the Association's appointees and good faith efforts to reach agreement on a proposed calendar, the District will recommend a final calendar to the Board of Education, whose decision shall be final. The parties will endeavor to complete the calendar consultation process so that the school board can adopt a calendar no later than March each year.
- 30.9 In addition to the above minimum time, unit members are responsible for other duties which include, but are not limited to, program development, parent conferences, committee meetings, faculty and District meetings, back-to-school nights, and other assignments, which are determined by management to be necessary for the efficient operation of the District. If it is deemed necessary to

assign additional duties, the District agrees to consult with the association prior to implementation.

- 30.10 The work year shall be 186 duty days consisting of 180 student instructional days, two (2) professional development days and two (2) non-student, teacher attendance days.

## **ARTICLE 31:**      **SALARIES**

- 31.1 Effective July 1, 2023, the District shall provide a 3.0% increase to the Certificated salary schedule. Effective July 1, 2024, the District shall provide an additional 2.0% increase to the Certificated salary schedule. The current certificated salary schedule is set forth in Appendix A. Anytime a unit member works outside their contracted hours, the member will be compensated at their contracted rate. This does not include substitute class coverage.
- 31.2 Rules for placement and advancement on the salary schedule are set forth in Appendix B.
- 31.3 Set forth in Appendix C are:
- 31.3.1 Hourly compensation levels;
  - 31.3.2 Special assignment stipends/factors;
  - 31.3.3 Extra-curricular assignment stipends/factors;
  - 31.3.4 Duty assignment compensation amounts;
  - 31.3.5 Time/responsibility factors; and
  - 31.3.6 All rules/regulations and other matters pertaining to the above.

## **ARTICLE 32:**      **HEALTH AND WELFARE BENEFITS**

- 32.1 District Contribution:
- 32.1.1 The maximum total District contribution for full-time unit members shall be \$848.00 per month or \$10,176.00 per year for the following health and welfare package: a) Medical; b) Prescription c) Dental; d) Vision; and e) Life.
  - 32.1.2 Upon ratification of an agreement, the District and the Association will jointly execute a letter to the insurance provider requesting that a

new enrollment period for unit members be designated.

32.1.3 All costs in excess of the District's maximum monthly contribution shall be deducted via payroll deduction process on a ten (10) month basis.

32.2 Unit members who work less than full-time will receive a proportionate contribution from the District, based on the percent of time worked, to be applied to the cost of the full health and welfare package.

32.3 Unit members on Board-approved unpaid leaves of absence shall have the option to continue to receive District health and welfare benefit coverage for the period of such leaves by paying the cost of such coverage to the District on a monthly basis. Failure to pay the required costs shall result in the loss of coverage.

32.4 Survivor Benefits:

32.4.1 The surviving spouse of a deceased employee, including any eligible dependents, may, at his/her/their election, remain enrolled in any or all of the insurance programs set forth in paragraph 32.1 above, if enrolled at the time of the employee's death. In such case, the District shall provide its maximum contribution to the surviving spouse/eligible dependent for six (6) calendar months following the death of the employee. Survivors shall then be permitted to remain enrolled in the District's insurance programs in accordance with the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) by paying to the District the required payments on a month-to-month basis.

32.4.2 The benefit is restricted only to spouses and dependents, if any, of persons who die while an employee of the District, or while on an approved leave from such employment.

32.5 Additional Eligibility Provisions:

32.5.1 Should the employment of a unit member terminate following the last day of the school year and before the commencement of the ensuing school year, the unit member shall be entitled to continue to receive the District's contribution until August 31 of the ensuing school year. Thereafter, the unit member shall be entitled to continue coverage in accordance with the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) by paying to the District the required payments on a month-to-month basis.

- 32.5.2 Should an employee's employment be terminated during the school year, he/she shall be entitled to continue to receive the District's contribution until the end of the month following the date of termination. Thereafter, the employee shall be entitled to continued coverage with the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) by paying to the District the required payments on a month-to-month basis.

## **ARTICLE 33:**            **CERTIFICATED RETIREE BENEFIT PROGRAM**

### 33.1            Certificated Retiree Medical Benefit Program (55 – 57)

#### 33.1.1            To be eligible, the Retiree will:

- 33.1.1.1            Have completed twenty (20) years of service with Sierra Unified School District or its prior component districts (Golden Hills for 1990–1992, Chawanakee for 1989 – 1990, Sierra Union School District 1988–1989 and prior, Auberry Union School District 1988–1989 and prior, Sierra Joint Union High School District 1991–1992 and prior).
- 33.1.1.2            Have attained the age of fifty-five (55) years, but have not attained the age of fifty-eight (58).
- 33.1.1.3            Have been employed for six (6) hours or more for at least twenty (20) years with Sierra Unified School District or its component school districts.
- 33.1.1.4            The employee will be eligible for 95% of the current District contribution through the program offered by the District insurance provider. If the employee has 30+ years of service with the District, the employee shall be eligible for 100% of the current District contribution through the program offered by the District insurance provider.
- 33.1.1.5            District payments and coverage under this policy will cease when the retiree attains the age of sixty-five (65) years.
- 33.1.1.6            The spouse of a deceased retiree in this program will be eligible to self-pay until the sixty-fifth (65th) birthday of the deceased retiree.
- 33.1.1.7            After age sixty-five (65), the retiree will have the option to self-pay through the separate three-tiered retiree program offered by the district insurance provider.

33.1.1.8 All retirees must be receiving retiree benefits from STRS immediately following retirement from the District and must continue to receive such benefits from STRS in order to be eligible for the retiree benefit coverage provided by the District.

**33.1.1.9 Failure on the part of the participating retiree or retiree survivor to pay the required self-pay costs within sixty (60) days of due date shall result in the termination of coverage.**

## 33.2 Retiree Medical Benefit Program (58 – 64)

33.2.1 Alternative 1: To be eligible, the Retiree will:

33.2.1.1 Have completed fifteen (15) years of service with Sierra Unified School District or its prior component districts (Golden Hills for 1990–1992, Chawanakee for 1989–1990, Sierra Union School District 1988–1989 and prior, Auberry Union School District 1988–1989 and prior, Sierra Joint Union High School District 1991–1992 and prior).

33.2.1.2 Have attained the age of 58 years, but have not attained the age of 65.

33.2.1.3 Have been employed for six (6) hours or more.

33.2.1.4 The employee shall be eligible for 95% of the current District contribution. If the employee has 30+ years of service with the District, the employee shall be eligible for 100% of the current District contribution through the program offered by the District insurance provider.

33.2.1.5 District payments and coverage under this policy will cease when the retiree attains the age of sixty-five (65) years.

33.2.1.6 The spouse of a deceased retiree in this program will be eligible to self-pay until the sixty-fifth (65th) birthday of the deceased retiree.

33.2.1.7 After age sixty-five (65), the retiree will have the option to self-pay through the separate three-tiered retiree program offered by the District insurance provider.

33.2.1.8 All retirees must be receiving retiree benefits from STRS immediately following retirement from the District and must continue to receive such benefits from STRS or in order to be eligible for the retiree benefit coverage provided by the District.



33.2.1.9 Failure on the part of the participating retiree or retiree survivor to pay the required self-pay costs within sixty (60) days of due date shall result in the termination of coverage.

33.2.2 Alternative II: To be eligible, the Retiree will:

33.2.2.1 Have completed eight (8) years of service with the District or its prior component districts but less than fifteen (15) years of service and meet the career standard, called the “Rule of Forty (40)”.

*“Rule of forty (40) defined: The total years of creditable eligible service with CalSTRS, when combined with the total eligible years of service to the District, must equal forty (40). (If out-of-state educational service is used, the total service must include a minimum of twenty-five (25) STRS years).”*

33.2.2.2 Have attained the age of fifty-eight (58) years, but have not attained the age of sixty-five (65).

33.2.2.3 Have been employed for six (6) hours or more.

33.2.2.4 Unit members eligible for Alternative II will receive a pro-rata percentage of the District’s contribution as established in Alternative I. (e.g., a defined percentage of the 85% contribution depending upon the length of service as shown below).

**33.2.2.5 Failure on the part of the participating retiree or retiree survivor to pay the required self-pay costs within sixty (60) days of due date shall result in the termination of coverage.**

<b>Total STRS Years</b>	<b>Total District Years</b>	<b>TOTAL</b>	<b>Pro Rata Percent</b>
26	14	40	93.3% of 85% or 79.3%
27	13	40	86.7% of 85% or 73.7%
28	12	40	80.0% of 85% or 68%

29	11	40	73.3% of 85% or 62.3%
30	10	40	66.7% of 85% or 56.7%
31	9	40	60.0% of 85% or 51%
32	8	40	53.3% of 85% or 45.3%

#### **ARTICLE 34:**            **SAVINGS PROVISIONS**

34.1            In the event that any provision of this Agreement shall at any time be declared invalid by a Court of competent jurisdiction, such decision shall not invalidate any other provision of this Agreement, and all remaining provisions shall remain in full force and effect.

#### **ARTICLE 35:**            **NO STRIKE CLAUSE (Concerted Activities)**

35.1            It is agreed and understood that there will be no strike or work stoppage during the term of this Agreement.

35.2            The Association recognizes the obligation of its representatives and members to comply with the provisions of this Agreement and to make an effort toward inducing all employees to do so.

35.3            It is agreed and understood that any employee violating this Article may be subject to discipline up to and including termination.

#### **ARTICLE 36:**            **COMPLETION OF MEET AND NEGOTIATIONS**

36.1            During the term of this Agreement, the parties expressly waive and relinquish the right to meet and negotiate except by mutual agreement.

36.2            The parties further agree that they will in no way attempt to modify conditions of employment subject to the bargaining process as set forth in the "Act", nor shall they be obligated to meet and negotiate with respect to any subject or matter, whether referred to or covered in this Agreement or not, even though such subject or matters may not have been within the knowledge or contemplation of either or both the District or the Association at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.

- 36.3 This Agreement constitutes the entire Agreement between the parties and concludes meet and negotiation on any subject, whether included in this Agreement or not, for the term of this Agreement.

**ARTICLE 37:**            **SUPPORT OF AGREEMENT**

- 37.1 The District and the Association agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiation process. Therefore, it is agreed that the District and the Association will support this Agreement for its term and will not appear before the Board of Trustees to seek change or improvement in any matter contained in this negotiated Agreement except by mutual agreement of the District and the Association.

**ARTICLE 38:**            **DUE PROCESS FOR DISCIPLINE LESS THAN DISMISSAL**

- 38.1 Disciplinary action in the form of dismissal shall be in accordance with the appropriate provisions of the Education Code. Discipline for less than dismissal shall be for “just cause” imposed in accordance with the following procedures:
- 38.1.1 Certificated employees may be disciplines only for just cause resulting from violations of the Education Code, breach of contract or violations of other laws or regulations.
- 38.1.2 The formal discipline procedures set forth in step three (3) of this Article will be used only if the District has progressed through step one (1) discipline (Warnings) and step two (2) discipline (Written Reprimands) except for conduct, which is of such a nature that it injures or threatens to injure the safety of pupils, employees, or others, or causes substantial disruption to the educational program. Immediate suspension with or without pay may be utilized by the District for those reasons specified in the Education Code or where the severity or nature of the misconduct so justifies such action.
- 38.1.2.1 Step 1 Discipline. Verbal or Written Warnings. At the time a Verbal or Written Warning is given, the principal or immediate supervisor shall discuss and clarify the specific violation, act and/or omission with the employee. The employee shall be given clear direction as to the District’s expectations and requirements for improvement. No written record will be placed in the personnel file at this step.

- 38.1.2.2 Step 2 Discipline. Written Reprimands. If the conduct warrants a written reprimand or if an employee repeats the specific violation, act, and/or omission for which a Verbal or Written Warning has been given, or fails to take the required pro-active corrective measures, or commits a separate violation, act and/or omission, then the site principal shall administer a Written Reprimand to the employee, which shall be entered into the employee's personnel file. If a Written Warning had previously been issued, the Written Warning shall be attached to the Written Reprimand and also placed in the employee's personnel file. The employee has a right to place a written response in the file within ten (10) working days.
- 38.1.2.3 Step 3 Discipline. Suspensions Without Pay. If an employee repeats a specific violation, act, and/or omission for which a Verbal or Written Warning and Written Reprimand has been given, or commits a separate violation, act, and/or omission justifying initial step three (3) discipline, then the Superintendent or his designee shall recommend appropriate discipline up to and including a 15-day suspension without pay. Suspensions without pay shall be made subject to the following:

- 38.1.2.3.1 Prior to administering suspension without pay, the District shall provide notice to the employee and give the employee an opportunity to meet with the Superintendent/designee.

Notice of Suspension without pay shall include a statement of the violation(s), incident(s), and/or misconduct forming a basis for disciplinary action, and a statement of the discipline to be imposed. The employee shall be given ten (10) working days within which to reply, in writing. Except where the circumstances warrant an immediate removal of the employee, the proposed suspension without pay shall not be imposed until after the employee's written reply has been received and given consideration by the

- Superintendent/designee, or until the time for filing a written reply has expired.
- 38.1.2.3.2 The suspension without pay shall be subject to a disciplinary hearing, upon request of the employee. An employee shall be entitled to a hearing on such discipline only if a written request is filed by the employee with the Superintendent not later than ten (10) working days of receiving the Notice of Formal Discipline. The request for hearing may be part of the employee's written reply specified above. If no hearing request is timely filed, the District shall administer the suspension without pay during the next pay period.
- 38.1.2.3.3 A disciplinary hearing on a recommended suspension without pay shall be held before a designated hearing officer.
- 38.1.2.3.4 The hearing officer shall be obtained by the District at their expense from a pool of available Administrative Law Judges.
- 38.1.2.3.5 The hearing officer shall make a recommendation to the governing board of the district whose decision shall be final.
- 38.1.3 At any step in the above process, the employee is entitled to be represented by a representative of the Association, or anyone of the employee's choosing.
- 38.1.4 The elements of this process shall be administered as soon as reasonably possible in relation to the questioned acts or omissions.
- 38.1.5 Nothing in this Article shall preclude an employee from responding in writing to any derogatory written material placed in an employee's personnel file.
- 38.2 Discipline pursuant to this Article shall not be subject to the grievance process or procedures outlined in the Collective Bargaining Agreement.
- 38.3 Nothing in this Article shall preclude the District from following the disciplinary procedures set forth in California Education Code Section 44923 et seq., if the District seeks disciplinary sanctions in excess of a fifteen (15) day suspension without pay.

## **ARTICLE 39:**            **TERMS AND REOPENERS**

- 39.1            This Agreement shall be in full force and effect from July 1, 2022 to June 30, 2025.
- 39.2            For the 2023-2024, 2024-2025 and the 2025-2026 school years, the parties agree to negotiate salaries (Article 31), health and welfare benefits (Article 32), and up to two (2) additional articles each.

## **ARTICLE 40:**            **Sierra@Home**

- 40.1.1          Definitions: For independent Study, a period shall be defined as 60 minutes of which time can be used to meet with assigned students one on one and/or small groups, document students progress for state compliance reporting, and communicate with parents/guardians regarding student progress. Teachers may be allowed to meet with a parent outside of the defined work day and flex that day or the following work day with documentation from the parent that they are not available during the workday and approval from administration.
- 40.1.2          Hours: The instructional minutes shall be aligned per grade level to state requirements including SB 153 and Article 30
- 40.1.3          Every effort to find a qualified substitute will be made when a teacher is out.
- 40.1.3.1        Teachers who are requested or give up their preparation time in order to fill in for another teacher will be compensated according to Article 30.5.
- 40.1.4          Preparation Time: All Independent Study teachers shall have 45 minutes of continuous preparation time per day. On Mondays the schedule shall consist of: 1. Sixty (60) minutes will be designated for staff meetings/PD/PLC 2. Thirty (30) minutes for lunch 3. Preparation time, 4. Instructional time.
- 40.2            Overage payments will be calculated for average caseloads/classes above 34. Teachers will receive additional compensation of \$360 per year, per student, if the average number of students on their caseload is above 34. The average will be calculated as the number of students on their caseload across the school year.

- 40.3 Administration shall make every reasonable effort to assign students to Sierra@Home teachers by similar grade levels. Elementary K-6th, Middle school 7-8th, High School 9-12.
- 40.4 Teachers shall be allowed access to Google Voice services and shall not be expected to utilize personal cell phones in order to contact students or parents.
- 40.4.1 Sierra@Home teachers shall be provided replacement technology within the next business day if their district computer is not working properly.

**APPROVED**

---

India Saude  
Association Representative

---

Lori Grace  
Superintendent

---

Date

---

Date

**Sierra Unified School District  
Certificated Salary Schedule  
2024-25 (+2%)**

<b>Step</b>	<b>Class I Bachelor Degree</b>	<b>Class II Bachelor +15 Units</b>	<b>Class III Bachelor +30 Units</b>	<b>Class IV Bachelor +45 Units</b>	<b>Class V Bachelor +60 Units</b>	<b>Class VI Bachelor +75 Units</b>
<b>1</b>	50,602	53,132	55,789	58,578	61,507	64,583
<b>2</b>	50,602	54,593	57,323	60,189	63,199	66,359
<b>3</b>	50,602	56,095	58,899	61,844	64,937	68,183
<b>4</b>	50,602	56,095	60,519	63,545	66,722	70,059
<b>5</b>	50,602	56,095	62,183	65,293	68,557	71,985
<b>6</b>	50,602	56,095	63,894	67,088	70,443	73,965
<b>7</b>	50,602	56,095	65,651	68,933	72,380	75,999
<b>8</b>	50,602	56,095	67,456	70,829	74,370	78,089
<b>9</b>	50,602	56,095	69,311	72,777	76,415	80,236
<b>10</b>	50,602	56,095	71,217	74,778	78,517	82,443
<b>11</b>	50,602	56,095	73,176	76,834	80,676	84,710
<b>12</b>	50,602	56,095	73,176	78,947	82,895	87,039
<b>13</b>	50,602	56,095	73,176	78,947	85,174	89,433
<b>14</b>	50,602	56,095	73,176	78,947	85,174	91,892
<b>15</b>	50,602	57,497	75,005	80,921	87,304	94,190
<b>16</b>	50,602	57,497	75,005	80,921	87,304	94,190
<b>17</b>	50,602	57,497	75,005	80,921	87,304	94,190
<b>18</b>	50,602	57,497	75,005	80,921	87,304	94,190
<b>19</b>	50,602	57,497	75,005	80,921	87,304	94,190
<b>20</b>	50,602	58,899	76,834	82,895	89,433	96,487
<b>21</b>	50,602	58,899	76,834	82,895	89,433	96,487
<b>22</b>	50,602	58,899	76,834	82,895	89,433	96,487
<b>23</b>	50,602	58,899	76,834	82,895	89,433	96,487
<b>24</b>	50,602	58,899	76,834	82,895	89,433	96,487
<b>25</b>	50,602	60,302	78,664	84,868	91,562	98,784
<b>26</b>	50,602	60,302	78,664	84,868	91,562	98,784
<b>27</b>	50,602	60,302	78,664	84,868	91,562	98,784
<b>28</b>	50,602	60,302	78,664	84,868	91,562	98,784
<b>29</b>	50,602	60,302	78,664	84,868	91,562	98,784
<b>30</b>	50,602	61,704	80,493	86,842	93,692	101,082
<b>31</b>	50,602	61,704	80,493	86,842	93,692	101,082
<b>32</b>	50,602	61,704	80,493	86,842	93,692	101,082
<b>33</b>	50,602	61,704	80,493	86,842	93,692	101,082
<b>34</b>	50,602	61,704	80,493	86,842	93,692	101,082
<b>35</b>	50,602	61,704	80,493	86,842	93,692	101,082
<b>36</b>	50,602	61,704	80,493	86,842	93,692	101,082
<b>37</b>	50,602	61,704	80,493	86,842	93,692	101,082
<b>38</b>	50,602	61,704	80,493	86,842	93,692	101,082



**Sierra Unified School District  
Certificated Salary Schedule  
2024-25 (+2%)**

	<b>186 Days</b>					
<b>Step</b>	<b>Class I Bachelor Degree</b>	<b>Class II Bachelor +15 Units</b>	<b>Class III Bachelor +30 Units</b>	<b>Class IV Bachelor +45 Units</b>	<b>Class V Bachelor +60 Units</b>	<b>Class VI Bachelor +75 Units</b>
<b>1</b>	50,602	53,132	55,789	58,578	61,507	64,583
<b>2</b>		54,593	57,323	60,189	63,199	66,359
<b>3</b>		56,095	58,899	61,844	64,937	68,183
<b>4</b>			60,519	63,545	66,722	70,059
<b>5</b>			62,183	65,293	68,557	71,985
<b>6</b>			63,894	67,088	70,443	73,965
<b>7</b>			65,651	68,933	72,380	75,999
<b>8</b>			67,456	70,829	74,370	78,089
<b>9</b>			69,311	72,777	76,415	80,236
<b>10</b>			71,217	74,778	78,517	82,443
<b>11</b>			73,176	76,834	80,676	84,710
<b>12</b>				78,947	82,895	87,039
<b>13</b>					85,174	89,433
<b>14</b>						91,892
<b>15-19</b>		1,402	1,829	1,974	2,129	2,297
<b>20-24</b>		2,805	3,659	3,947	4,259	4,595
<b>25-29</b>		4,207	5,488	5,921	6,388	6,892
<b>30 and above</b>		5,609	7,318	7,895	8,517	9,189

Educational Stipends:

Masters Degree: \$817. Per year

Doctorate Degree: \$1,429. Per year

**Board approved 3/11/24**

Effective 7/1/24

Sierra Unified School District  
Designated Subject/CTE Credential  
2024-25 +2%

+

<b>Step</b>	<b>Annual</b>	<b>Daily</b>	<b>Hourly</b>
<b>1</b>	54,464	292.82	39.04
<b>2</b>	55,962	300.87	40.12
<b>3</b>	57,501	309.15	41.22
<b>4</b>	59,082	317.65	42.35
<b>5</b>	60,707	326.38	43.52
<b>6</b>	62,377	335.36	44.71
<b>7</b>	64,092	344.58	45.94
<b>8</b>	65,855	354.06	47.21
<b>9</b>	67,666	363.79	48.51
<b>10</b>	69,526	373.80	49.84
<b>11</b>	71,438	384.08	51.21
<b>12</b>	73,403	394.64	52.62
<b>13</b>	75,421	405.49	54.07
<b>14</b>	77,496	416.64	55.55
<b>15-19</b>	1,105		
<b>20-24</b>	2,211		
<b>25-29</b>	3,316		
<b>30 and above</b>	4,421		

**Board approved 3/11/24**  
**Effective 7/1/24**

**Sierra Unified School District  
Ag Certificated Salary Schedule  
2025-26 224 Days**

<b>Step</b>	<b>Class I Bachelor Degree</b>	<b>Class II Bachelor +15 Units</b>	<b>Class III Bachelor +30 Units</b>	<b>Class IV Bachelor +45 Units</b>	<b>Class V Bachelor +60 Units</b>	<b>Class VI Bachelor +75 Units</b>
1	60,723	63,759	66,947	70,294	73,809	77,499
2	60,723	65,512	68,788	72,227	75,838	79,630
3	60,723	67,314	70,679	74,213	77,924	81,820
4	60,723	67,314	72,623	76,254	80,067	84,070
5	60,723	67,314	74,620	78,351	82,269	86,382
6	60,723	67,314	76,672	80,506	84,531	88,758
7	60,723	67,314	78,781	82,720	86,856	91,199
8	60,723	67,314	80,947	84,995	89,244	93,706
9	60,723	67,314	83,173	87,332	91,698	96,283
10	60,723	67,314	85,460	89,734	94,220	98,931
11	60,723	67,314	87,811	92,201	96,811	101,652
12	60,723	67,314	87,811	94,737	99,474	104,447
13	60,723	67,314	87,811	94,737	102,209	107,320
14	60,723	67,314	87,811	94,737	102,209	110,271
15	60,723	68,716	89,640	96,711	104,338	112,568
16	60,723	68,716	89,640	96,711	104,338	112,568
17	60,723	68,716	89,640	96,711	104,338	112,568
18	60,723	68,716	89,640	96,711	104,338	112,568
19	60,723	68,716	89,640	96,711	104,338	112,568
20	60,723	70,119	91,470	98,684	106,468	114,866
21	60,723	70,119	91,470	98,684	106,468	114,866
22	60,723	70,119	91,470	98,684	106,468	114,866
23	60,723	70,119	91,470	98,684	106,468	114,866
24	60,723	70,119	91,470	98,684	106,468	114,866
25	60,723	71,521	93,299	100,658	108,597	117,163
26	60,723	71,521	93,299	100,658	108,597	117,163
27	60,723	71,521	93,299	100,658	108,597	117,163
28	60,723	71,521	93,299	100,658	108,597	117,163
29	60,723	71,521	93,299	100,658	108,597	117,163
30	60,723	72,923	95,129	102,632	110,726	119,460
31	60,723	72,923	95,129	102,632	110,726	119,460
32	60,723	72,923	95,129	102,632	110,726	119,460
33	60,723	72,923	95,129	102,632	110,726	119,460
34	60,723	72,923	95,129	102,632	110,726	119,460
35	60,723	72,923	95,129	102,632	110,726	119,460
36	60,723	72,923	95,129	102,632	110,726	119,460
37	60,723	72,923	95,129	102,632	110,726	119,460
38	60,723	72,923	95,129	102,632	110,726	119,460

**Sierra Unified School District  
Ag Certificated Salary Schedule  
2025-26**

	<b>224 Days</b>					
	<b>Class I Bachelor Degree</b>	<b>Class II Bachelor +15 Units</b>	<b>Class III Bachelor +30 Units</b>	<b>Class IV Bachelor +45 Units</b>	<b>Class V Bachelor +60 Units</b>	<b>Class VI Bachelor +75 Units</b>
<b>Step</b>						
<b>1</b>	60,723	63,759	66,947	70,294	73,809	77,499
<b>2</b>		65,512	68,788	72,227	75,838	79,630
<b>3</b>		67,314	70,679	74,213	77,924	81,820
<b>4</b>			72,623	76,254	80,067	84,070
<b>5</b>			74,620	78,351	82,269	86,382
<b>6</b>			76,672	80,506	84,531	88,758
<b>7</b>			78,781	82,720	86,856	91,199
<b>8</b>			80,947	84,995	89,244	93,706
<b>9</b>			83,173	87,332	91,698	96,283
<b>10</b>			85,460	89,734	94,220	98,931
<b>11</b>			87,811	92,201	96,811	101,652
<b>12</b>				94,737	99,474	104,447
<b>13</b>					102,209	107,320
<b>14</b>						110,271
<b>15-19</b>		1,402	1,829	1,974	2,129	2,297
<b>20-24</b>		2,805	3,659	3,947	4,259	4,595
<b>25-29</b>		4,207	5,488	5,921	6,388	6,892
<b>30 and above</b>		5,609	7,318	7,895	8,517	9,189

Educational Stipends:

Masters Degree: \$817. Per year

Doctorate Degree: \$1,429. Per year

Board approved 6/9/25

Effective 7/1/25

## **RULES FOR PLACEMENT AND ADVANCEMENT**

### **I. Initial Placement**

- A. A newly employed unit member shall be granted year-for-year credit for experience as a classroom teacher in accredited schools outside the District. Credit for one (1) full year of experience shall accrue to the teacher for each prior year (1.e., July 1 thru June 30) during which he/she rendered the equivalent one hundred (100) regular teaching days of service in position(s) requiring certification.
- B. A unit member must have either a Clear Teaching Credential or a Professional Clear Teaching Credential, as defined by the California Commission on Teacher Credentialing, to be eligible for placement on or advancement to Columns IV, V or VI on the Certificated Salary Schedule.

### **II. Advancement**

- A. Vertical advancement on the salary schedule shall be at the rate of one (1) Step for each year of teaching experience in the District. If a teacher provides paid service to the District for the equivalent of one hundred (100) days or more in a school year, he/she shall be granted a one (1) Step advancement on the salary schedule at the commencement of next years' service in the District.
- B. Units earned through State, regional or federally accredited institutions of higher education, which are to be applied for advancement on the salary schedule, must be appropriate to the teaching assignment and approved by the Superintendent or designee. Without advance approval, salary schedule placement is not guaranteed. Such approval shall not be arbitrarily or capriciously denied. Semester units earned subsequent to the Bachelor's must be upper division or graduate courses.
- C. 1. Horizontal advancement on the salary schedule or credit for a Masters Degree shall be effective at the start of the school year following completion of the academic work necessary for such advancement and

filing of verification of such completion with the central Administrative Offices.

2. Teachers must submit the probable number of units to the Superintendent by the last working day of the school year if the units are to be applied for advancement on the salary schedule for the ensuing year. Forms for this purpose will be available in the central Administrative Offices. A minimum grade of “C”, or “pass” for credit only courses, must be earned in any/all courses taken for advancement on the salary schedule. No “audit” courses will be counted for advancement on the schedule.
  3. Proof that a teacher is eligible for horizontal advancement on the salary schedule must be submitted on or before September 1 in order for such advancement to be effective for that school year. Such proof shall normally be in the form of an official transcript. However, it may consist of a written statement from the instructor of record that a course has been successfully completed. The official transcript shall then be forwarded to the District as soon as it is available.
- D. The District shall provide each unit member by May 1, or each school year, a written statement of the number of units that the District has registered in its records towards advanced salary schedule placement for the unit member.
- E. Hours applicable for class advancement are “semester hours”. “Quarter hours” shall be converted to semester hours by multiplying the total of such hours by two-thirds ( $\frac{2}{3}$ ).
- F. Part-time employees shall receive placement and be provided advancement on the salary schedule in conformance with all rules and regulations set forth herein, except that the equivalent of one hundred (100) full-time days of paid service with the District necessary for vertical (experience) advancement on the salary schedule, may be accrued over a period of two (2) school years. Advancement shall then take place at the start of the school year following such accrual. Actual compensation of a part-time teacher shall be a percentage of the amount shown at the teacher’s placement level on the salary schedule, said

percentage to be set forth on individual employment agreement, in accordance with the amount of service to be provided.

- G. Salary payments for services rendered, which are in addition to those included in the unit member's regular teaching assignment, shall be made no later than thirty (30) days following the payroll period in which the service was completed, provided that the involved unit member has submitted the appropriate extra pay claim form to the District upon completion of the service.
- H. Any unit member who advances from one column to another, on the salary schedule, shall be entitled to a full step advancement in the new column to which he/she would otherwise be entitled, consistent with prior years of experience.
- I. Teachers possessing a Masters Degree shall be entitled to remuneration above and beyond that indicated in the Basic Salary Schedule in the amount of \$817 (Limited to one Masters Degree). Teachers possessing a Doctorate Degree (Ph.D. or Ed.D.), from an accredited institution, shall be entitled to remuneration above and beyond that indicated in the Basic Salary Schedule in the amount of \$1,429.
- J. Longevity bonuses:

Effective July 1, 1994, with the fifteenth (15<sup>th</sup>) year of credited service, unit members shall receive a longevity bonus added to the member's base salary from the Certificated Salary Schedule in Appendix A:

Effective September 1, 2016, the longevity bonuses shall be calculated based on Step 14 of each column at the following rates:

Placement steps 15 thru 19:	2.5% will be added to the base salary
Placement steps 20 thru 24:	5.0% will be added to the base salary
Placement steps 25 thru 29:	7.5% will be added to the base salary
Placement steps 30 and above:	10.0% will be added to the base salary

Longevity bonuses are added after any Time/Responsibility factors have been applied to the member's placement on the base salary schedule.

K. Professional Incentive Stipend:

The District will budget \$3,000 annually for stipends to be awarded to selected teachers who have reached the last step of Column VI on the Base Salary Schedule and who undertake and complete an approved program of professional training. The stipends will be paid on the basis of \$100 per unit. Applications will be made in advance and stipends will be awarded on the basis of the needs of the District and the appropriateness of the training for applicant teachers. These stipends will be in addition to any staff development funds made available to the District through Federal and State funding.



**SCHEDULE OF STIPENDS BY LEVEL K-12**

	<u>Years of Experience</u>				
	1	2	3	4	5+
LEVEL 1	\$4,093	\$4,503	\$4,953	\$5,450	
LEVEL 2	\$3,114	\$3,323	\$3,530	\$3,739	\$3,944
LEVEL 3	\$2,493	\$2,640	\$2,854	\$3,083	\$3,326
LEVEL 4	\$2,320	\$2,508	\$2,709	\$2,930	\$3,137
LEVEL 5	\$2,208	\$2,387	\$2,581	\$2,791	\$3,018
LEVEL 6	\$2,055	\$2,221	\$2,401	\$2,573	\$2,807
LEVEL 7	\$1,911	\$2,064	\$2,234	\$2,392	\$2,612
LEVEL 8	\$1,739	\$1,878	\$2,031	\$2,197	\$2,375
LEVEL 9	\$1,579	\$1,707	\$1,846	\$1,995	\$2,158
LEVEL 10	\$1,437	\$1,553	\$1,679	\$1,814	\$1,963
LEVEL 11	\$1,305	\$1,410	\$1,525	\$1,649	\$1,784
LEVEL 12	\$1,187	\$1,283	\$1,389	\$1,500	\$1,622
LEVEL 13	\$1,033	\$1,117	\$1,207	\$1,305	\$1,411
LEVEL 14	\$898	\$971	\$1,049	\$1,134	\$1,228
LEVEL 15	\$780	\$843	\$923	\$973	\$1,066
LEVEL 16	\$679	\$734	\$793	\$858	\$928
LEVEL 17	\$514	\$554	\$600	\$649	\$702

**STIPEND ALLOCATION BY LEVEL AND ASSIGNMENT**

<b>Level 1 - (\$4,093-\$5,450)</b>
High School WASC Coordinator (paid once per accreditation cycle)
<b>Level 2 (\$3,114-\$3,944)</b>
Head Varsity Baseball Coach (1)
Head Varsity Boys Basketball Coach (1)
Head Varsity Girls Basketball Coach (1)
Head Varsity Football Coach (1)
Head Varsity Softball Coach (1)
Head Varsity Volleyball Coach (1)
<b>Level 3 (\$2,493 - \$3,326)</b>
Head Varsity Girls Tennis Coach (1)
Head Varsity Track Coach (1)
Head Varsity Boys Soccer Coach (1)
Head Varsity Girls Soccer Coach (1)
Head Varsity Wrestling Coach (1)
Head Varsity Boys Golf Coach (1)
Head Varsity Girls Golf Coach (1)
Head Varsity Boys Swimming Coach (1)
Head Varsity Girls Swimming Coach (1)
Junior Varsity Baseball Coach (1)
Junior Varsity Boys Basketball Coach (1)
Junior Varsity Girls Basketball Coach (1)
Junior Varsity Football Coach (1)
Junior Varsity Softball Coach (1)
Junior Varsity Volleyball Coach (1)
Varsity Pep and Cheer Summer/Fall (1)
Varsity Pep and Cheer Winter/Spring (1)
<b>Level 4 (\$2,320-\$3,137)</b>
High School Band Director (1)
Junior Varsity Girls Tennis (1)
Junior Varsity Track (1)
Junior Varsity Boys Soccer (1)
Junior Varsity Girls Soccer (1)
Junior Varsity Boys Swimming (1)
Junior Varsity Girls Swimming (1)
Junior Varsity Wrestling (1)
Junior Varsity Pep and Cheer Summer/Fall (1)
Junior Varsity Pep and Cheer Winter/Spring (1)
<b>Level 5 (\$2,208-\$3,018)</b>
Assistant Varsity Baseball (1)
Assistant Varsity Boys Basketball (1)
Assistant Varsity Girls Basketball (1)
Assistant Varsity Football (2)
Assistant Varsity Softball (1)

## Assistant Varsity Volleyball (1)

<b>Level 6</b> (\$2,055-\$2,807)
Assistant Varsity Track (1)
Assistant Varsity Boys Soccer (1)
Assistant Varsity Girls Soccer (1)
*Assistant Varsity Boys/Girls Swimming
<i>(*Allocated if over 30 students on Varsity Swimming)</i>
<b>Level 7</b> (\$1,911-\$2,612)
Assistant Junior Varsity Football (2)
<b>Level 8</b> (\$1,739-\$2,375)
<i>(none currently funded)</i>
<b>Level 9</b> (\$1,579-\$2,158)
<i>(none currently funded)</i>
<b>Level 10</b> (\$1,437-\$1,963)
<u>Junior High Athletic Teams (1 per team)</u>
Baseball
Boys Basketball
Girls Basketball
Boys Soccer
Girls Soccer
Softball
Track
Volleyball
Wrestling
<b>Level 11</b> (\$1,305-\$1,784)
Advanced Placement Courses (1 per course)
Elementary Web Master
High School Choir Director
High School Drama Director
High School Web Master
<b>Level 12</b> (\$1,187-\$1,622)
Alternative Education Lead Teacher (1)
Department Chair 7-12 - (8)
Grade Level Chair Elementary (9)
Grade Level Chair Junior High (2)
<b>Level 13</b> (\$1,033-\$1,411)
After school / Extended Day Tutor (per trimester)
HS Academic Competition Teams (1 per team, up to 7 teams)
Senior Class Advisor (1)

<b>Level 14 (\$898-\$1,228)</b>
Alternative Education Web Master
Elementary Music Director (1)
FFA Competitive Teams (6)
High School Class Advisor: 9, 10, 11 (1 per class)
High School Yearbook Advisor (1)
Junior High Academic Competition Teams (1 per team up to 6)
Junior High Music Director (Band and Choir)
Junior High Web Master
Senior Project Coordinator (1)
<b>Level 15 (\$780-\$1,066)</b>
Elementary Academic Competition Teams (1 per team up to 5)
<b>Level 16 (\$679-\$928)</b>
Alternative Education Student Leadership
Approved Elementary Clubs
Approved High School Clubs
Approved Junior High Clubs
Elementary Athletic Teams (1 per team up to 5 teams)
Elementary Student Council
Elementary Yearbook
High School Honor Societies
Junior High Honor Societies
Junior High Yearbook
<b>Level 17 (\$514-\$702)</b>
<i>No stipends are currently funded at this level</i>

Stipends across the board will increase at the same rate and time as salary increases

Junior Varsity Coaches who are promoted within the same sport to varsity are to be placed so as to increase compensation by 5%.

Coaches with experience in one sport will be placed at column three when taking on a coaching position at the same level for which they have no experience, allowing for the value of experience.

A salary factor of .025 will be provided to high school coaches who:

- Are assigned a 8th period Physical Education class in addition to coaching 2 sports.
- Are assigned coaching responsibilities without benefit of a preparation period or other non-classroom assignment during the first six periods of the teaching day.
- Are, as in (b) above, given a coaching assignment for any additional coaching season

in addition to the extra-curricular stipend received in accordance with Schedule C

**K-12 STIPENDS**

BTSA Support Provider	\$2,339
Nurse	\$972
Special Ed Teacher	\$972
Speech Therapist	\$972
Technology Coordinator (2)	\$977
High School Athletic Director	10 additional work days
High School Activities Director	10 additional work days
Junior High Activities Director	5 additional work days
Junior High Athletic Director	5 additional work days
Library Media Teacher - All Levels	5 additional work days
6th Grade Camp Chaperones (3 max)	\$250

### Expectations for High School Stipends

Please note: for stipend categories where general duties and expectations are missing, expectations will continue based on past practice. The negotiating team will continue to develop language and seek member approval prior to adding language to the contract.

Category	Approved Positions	General Duties/Expectations
Academic competitions/teams (up to seven stipends, one stipend per team)	Academic Decathlon Math Olympics Robotics County/State Science Fair County/State History Day Mock Trial	Organize and plan practices/meetings Coach and prepare students for competition Supervise students at practices Hold a minimum of 15 practices/meetings Compete in at least one county or regional competition Maintain rosters and attendance
Athletic Teams	See "Stipend Allocation by Level and Assignment" for type of sport and number of positions allocated	<b>Varsity/Head Coach</b> Maintain and Submit to Principal/Designee -Coaching staff list -Team policies -Class reassignment of athletes postseason <b>Junior Varsity and Varsity Head Coach</b> -Maintain and submit to principal/designee -Current player roster -Equipment/Uniform Inventory <b>All Coaches</b> -Teach, model and expect all aspects of good sportsmanship and character -Maintain current Positive Coaching certification -Maintain current CPR certification -Have fingerprints cleared through FCSS
Advanced Placement	1 stipend per course	Minimum of 12 hours of study sessions, outside of class Meet with Principal to review test results and plan for improvement as indicated Work with counselor to facilitate recruitment of representative students Attend a training
Band	Band Director	Produce 3 concerts annually Compete in three Band Festivals Participate in all home football games Perform at graduation ceremonies
Choir	Choir Director	Produce 3 concert performance annually
Class Advisors (1 per class grade)	Grade 9 Grade 10 Grade 11	Plan and oversee construction of Homecoming float one after school build day (minimum) Organize and assist with fundraising, (2 minimum) Maintain ASB folder with budget and meeting minutes Hold minimum of 4 meetings per year Plan and oversee a minimum of two fundraisers

Class Advisor	Grade 12	Assist in graduation preparation, practice and ceremony, Organize and supervise Grad Night Assist with Senior Breakfast Assist with Farewell Assembly Plan and oversee construction of Homecoming float one after school build day (minimum) Organize and assist with fundraising, (2 minimum) Maintain ASB folder with budget and meeting minutes Hold minimum of 4 meetings per year Plan and oversee a minimum of two fundraisers
Approved Clubs		Maintain approved club constitution on file Maintain ASB folder with budget and meeting minutes Hold a minimum of 10 hours of meetings Organize/Oversee one culminating activity or community service
Drama	Drama Director	Manage all aspects of dramatic productions, including; costume and set design, casting, rehearsal, marketing and ticket sales for two productions annually
Office Hours	1 stipend for time 2 times weekly @1.5 hours for 12 weeks	Support students with homework, study and any other needs associated with academic performance
Senior Project	Coordinator	Establish Senior Project calendar Meet with staff to establish guidelines for projects Plan, organize, and facilitate all senior project meetings Coordinate Senior Project presentation
Teacher leadership	Department Chair Math English Science Social Science Special Education VAPA Physical Education Career-Technical Education	Attend monthly Department Chair meetings Facilitate PLC meetings and report meeting results Manage department budget Coordinate all state and local assessments associated with department Act as academic liaison between management and department
Technology	Coordinator	Support staff in day-to-day needs Serve as site representative on technology committee
WASC	Coordinator 1 stipend per cycle	Lead the WASC Self-Study Function as lead writer Collect and organize data for self-study review Plan and organize self-study process Coordinate accreditation self-study teams Facilitate accreditation self-study team meetings  Attend trainings associated with self-study process

Web Site	Webmaster 1 stipend per site	Maintain current and accurate content Oversee quality and appearance of website contents
Yearbook	Yearbook Advisor (1)	Supervisor student yearbook staff Oversee contents on student produced yearbook Facilitate all aspects of design, marketing, and sales Meet deadlines as established by vendor

### Expectations for Junior High/Middle School Stipends

Category	Approved Positions	General Duties/Expectations
Academic Competitions/Teams (1 stipend per team, maximum of 6 stipends)	Robotics County/State Science Fair County/State History Day California Junior Scholarship Federation Spelling Bee Peach Blossom Festival	Organize and plan practices/meetings Coach and prepare students for competition Supervise students at practices Hold a minimum of 10 practices/meetings Compete in at least one county or regional competition Maintain rosters and attendance
Athletic Teams (1 stipend per team)	Baseball Boys Basketball Girls Basketball Boys Soccer Girls Soccer Softball Track Volleyball Wrestling	-Prepare and conduct daily practices to prepare student athletes for competition -Teach, model and expect all aspects of good sportsmanship and character -Maintain current Positive Coaching certification -Maintain current CPR certification -Have fingerprints cleared through FCSS Maintain and submit to principal/designee -Current player roster -Equipment/Uniform Inventory
Clubs		Maintain approved club constitution on file Maintain ASB folder with budget and meeting minutes Plan and oversee construction of Homecoming float one after school build day (minimum) Hold a minimum of 10 hours of meeting time Organize/Oversee one culminating activity
Grade Level Chair	7th Grade Chair 8th Grade Chair	Attend monthly meetings with principal Facilitate PLC meetings and report meeting results Manage department budget Coordinate all state and local assessments associated with department Act as academic liaison between management and teachers
Music	Choir/Band Director (1 stipend each)	Produce three concerts, annually
Tutor/Homework Help	1 stipend for time 2 times weekly @1.5 hours for 12 weeks	Support students with homework, study and any other needs associated with academic performance
Web Site	Webmaster 1 stipend per site	Maintain current and accurate content Oversee quality and appearance of website contents



Yearbook		Supervisor student yearbook staff Oversee contents on student produced yearbook Facilitate all aspects of design, marketing, and sales Meet deadlines as established by vendor
<b>Expectations for Elementary Stipends</b>		
<b>Category</b>	<b>Approved Positions</b>	<b>General Duties/Expectations</b>
Academic Competition/Team 1 stipend per team	Spelling Bee Peach Blossom	Organize and plan practices/meetings Coach and prepare students for competition Supervise students at practices Hold a minimum of 10 practices/meetings Compete in at least one county or regional competition Maintain rosters and attendance
After school clubs	1 advisor per approved club	Hold a minimum of 10 hours of meetings Organize/Oversee one culminating activity or community service
Athletic Teams 1 stipend per team	Basketball Volleyball Track Cross Country	-Prepare and conduct practices to prepare student athletes for competition -Teach, model and expect all aspects of good sportsmanship and character -Maintain current Positive Coaching certification -Maintain current CPR certification -Have fingerprints cleared through FCSS (walk-on staff) Hold 10 practices Compete in a minimum of three contests
Extended Day Tutor	1 stipend for time 2 times weekly @1.5 hours for 12 weeks	Support students with homework, study and any other needs associated with academic performance
6th Grade Camp Chaperones	3 stipends total Must attend entire camp	Chaperone at the entire camp, ride bus/drive District vehicle, contact administration with any concerns that arise, contact parents if needed
Music	Band/Choir Director	Plan and execute: Winter Program Annual Spring Primary Drama Production Annual Spring Band and Choir Production
Teacher Leadership	1 per grade level 1 Special Education 1 for Specialists	Attend monthly leadership meetings Facilitate PLC meetings Coordinate assessments for grade level Act as academic liaison for grade level
Web Site	Webmaster 1 stipend per site	Maintain current and accurate content Oversee quality and appearance of website contents
Yearbook		Produce yearbook that represents students, staff,

# SIERRA UNIFIED SCHOOL DISTRICT

## Certificated Employee – Performance Evaluation

<b>Employee Name:</b>	<b>Evaluation Period</b> From: _____ To: _____
<b>Site Name:</b>	<b>Title, Subject Area, or Grade Level:</b>
<b>Evaluator Name:</b>	<b>Date of Report:</b>

**Status of Teacher:**      ☐ Probationary 1      ☐ Probationary 2  
☐ Temporary      ☐ Permanent      \_\_\_\_\_ Years in District

### SECTION I: EVALUATION STANDARDS

1. **STRONG – Exceeds Standards**
2. **SATISFACTORY – Meets Standards**
3. **NEEDS IMPROVEMENT**
4. **UNSATISFACTORY – Does Not Meet Standards**

<b>A. Engaging and Supporting All Students in Learning</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
1. Connecting students' prior knowledge, life experience, and interests with learning goals.				
2. Using a variety of instructional strategies and resources to respond to students' diverse needs.				
3. Facilitating learning experiences that promote autonomy, interaction, and choice.				
4. Engaging students in problem solving, critical thinking, and other activities that make subject matter meaningful.				
5. Promoting self-directed, reflective learning for all students.				
<b>B. Creating and Maintaining Effective Environments for Student Learning</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
1. Creating a physical environment that engages all students.				
2. Establishing a climate that promotes fairness and respect.				
3. Promoting social development and group responsibility.				
4. Establishing and maintaining standards for student behavior.				
5. Planning and implementing classroom procedures and routines that support student learning.				
6. Using instructional time effectively.				
<b>C. Understanding and Organizing Subject Matter for Student Learning</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
1. Demonstrating knowledge of subject matter content and student development.				
2. Organizing curriculum to support student understanding or subject matter.				
3. Interrelating ideas and information within and across subject matter areas.				
4. Developing student understanding through instructional strategies that are appropriate to the subject matter.				
5. Using materials, resources and technologies to make subject matter accessible to students.				
<b>D. Planning Instruction and Designing Learning Experiences for All Students</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
1. Drawing on and valuing students' backgrounds, interests and developmental learning needs.				
2. Establishing and articulating goals for student learning.				
3. Developing and sequencing instructional activities and materials for student learning.				
4. Designing long and short term plans to foster student learning.				
5. Modifying instructional plans to adjust for student needs.				

<b>E. Assessing Student Learning</b>		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
1. Establishing and communicating learning goals for all students.					
2. Collecting and using multiple sources of information to assess student learning.					
3. Involving and guiding students in assessing their own learning.					
4. Using results of assessments to guide instruction.					
5. Communicating with students, families, and other audiences about student progress.					
<b>F. Developing as a Professional Educator</b>		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
1. Reflecting on teaching practice and planning professional development.					
2. Establishing professional goals and pursuing opportunities to grow professionally.					
3. Working with communities to improve professional practice.					
4. Working with families to improve professional practice.					
5. Working with colleagues to improve professional practice.					

## SECTION II: COMMENTS BY EVALUATOR:

---

---

---

---

---

---

---

---

---

---

## SECTION III: COMMENTS BY EVALUATEE:

---

---

---

---

---

---

---

---

---

---

## SECTION IV: RECOMMENDATIONS:

\_\_\_\_\_ Recommendation for a contract possible, but some areas need improvement.

\_\_\_\_\_ Re-employment will not be recommended.

\_\_\_\_\_ A contract for next year will be recommended.

\_\_\_\_\_ Other: \_\_\_\_\_  
\_\_\_\_\_

<b>Evaluator(s)</b>		<b>Evaluatee</b>	
<b>Signature</b>	<b>Assessor</b>	I acknowledge that I have discussed this evaluation report with my evaluator(s) and that I have received a copy of this report. Signature does not necessarily signify concurrence. The lack of a response shall not constitute tacit concurrence with the evaluation report.	
<b>Signature</b>	<b>Assessor</b>		
<b>Signature</b>	<b>Assessor</b>		
<b>Dated:</b>		<b>Signature</b>	<b>Date</b>