

**SIERRA COUNTY BOARD OF EDUCATION and
SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT GOVERNING BOARD**

**RESPONSE TO THE SIERRA-PLUMAS TEACHERS' ASSOCIATION (S-PTA) May 14,
2012-2013 COUNTER PROPOSAL**

Presented June 12, 2012

1. SALARY, Article 12

- a. No increase in the certificated salary schedule

2. HEALTH BENEFITS, Article 11

- a. The Employer (District and SCOE) proposes to:
 - 1) Cap the Employers' contribution in the amount of \$13,840.50 per year per employee toward the premiums and/or Health Savings Account contributions for health insurance plans (medical, dental, vision and life) on a composite rate;
 - 2) Open all Plans (Premier Plus, Premier, Standard, Basic, Consumer Driven Health Plan) to all Employees on a composite rate, effective July 1, 2012;
 - 3) Offer Health Savings Account (HSA) plan option to Employees.

3. DAYS AND HOURS OF EMPLOYMENT, Article 3

The Employer shall confer with the Association after the November 2012 general election to discuss fiscal impacts and the effect of budgetary revenues and/or shortfalls as it pertains to the solvency of the district. Furlough days will be considered in the face of continued state and federal budget cuts.

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COLLECTIVE BARGAINING AGREEMENT

A. ARTICLE 3

3.2 Definition of Work Day

No Change in Definition of Work Day

B. ARTICLE 4 – CLASS SIZE

4.3 Classroom Housing K-6 Enrollment Levels

Effective July 1, 2013, Sunset the statement “A single district classroom housing grades kindergarten through six will employ a second certificated teacher when the verified enrollment reaches 20 students. When the enrollment drops below 20 students, the certificated employee will be transferred or dropped at the end of the semester or current annual contract.”

Employer will align certificated staffing with the current California Small School Allowance for Necessary Small Elementary formula, i.e. (1 teacher=1-24.49; 2 teachers=24.5-48.49).

C. ARTICLE 5 – GRIEVANCE PROCEDURE

5.3 Procedure

A. Informal Conference

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

B. Level One:

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

C. Level Two:

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

D Level Three: Conciliation Step

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

E. Level Four Binding Arbitration

The grievant may within ten (10) days, dating from the previous level response, submit a request in writing to the Superintendent's office that the grievant is preceding to binding arbitration. When arbitration has been requested, an arbitrator shall be selected by mutual agreement *within ten (10) days*. If the parties are unable to agree on an arbitrator, the following procedure will be used. Within seven (7) days of the determination that the parties cannot reach mutual agreement on an arbitrator, the Superintendent shall request a list of five (5) arbitrators from the California State Conciliation Service. A representative of the Association and the Superintendent or designee shall select an arbitrator from the list by eliminating names until one name remains. The first option of elimination may be determined by lot.

2. Once the arbitrator has been selected, the hearing shall commence at the convenience of the parties and the arbitrator.
3. The arbitrator shall have no authority to add to, subtract from, or modify the terms of this agreement, and the arbitrator shall interpret this agreement in accordance with accepted standards of contract interpretation.
4. All costs for services of the arbitrator, including, but not limited to, per diem expenses, the arbitrator's travel and subsistence expense, the cost of any hearing room, and the cost of any court reporter and transcript, shall be borne equally by the District or SCOE, and the aggrieved. All other costs will be borne by the party

incurring them.

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

Employer agrees with the language changes and clarification presented by the Association.

D. ARTICLE 8 – EVALUATION OF UNIT MEMBERS

- 8.15 Evaluation Instrument (Form)
 - a. ***Add standard six, Developing As A Professional Educator, to the evaluation instrument, as sited in the California Standards of the Teaching Profession.***

E. ARTICLE 10 – LEAVES OF ABSENCE

- 10.1 Sick Leave
 - A. Eligibility and Amount
Unit members, except part-time and temporary employees, shall be entitled to ten (10) days of compensated sick leave per school year.

F. ARTICLE 12 – SALARY

- 12.1 Calculation of Educational Units

- 12.1B Qualifying Units:

Sunset language: “Two (2) semester units earned in graduate courses shall equal three (3) semester units earned in undergraduate course. Units accepted as graduate shall include only those designated as such by the institution in which those units are earned.”

Revise language: “These units may be earned through summer sessions, evening sessions, extension, accredited correspondence courses. ~~and/or District or SCOE credit activities.~~”

12.1C(5) Units Applied Toward Advancement on Salary Schedule:

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

12.1(D) District or SCOE Credit:

Sunset language: "District or SCOE credit" is defined as credit for individual and group projects which demonstrate the improvement of curriculum within the District or SCOE and/or the improvement of the Unit Member's competencies for the particular professional assignment which he/she presently has with the District or SCOE as determined by the Professional Growth Committee.

**12.5 Special Assignment Salary Schedule
Positional Compensation**

- i. **Add** to the Extra Duty Positional Compensation list a Cross Country Coach position and an agreed stipend of Tier 1 Position (\$500)
- ii. **Sunset** the Edusoft Lead Teacher Year 1, Positional Compensation, Tier 4, effective July 1, 2013
- iii. **Sunset** the Edusoft Lead Teacher Year 2, Positional Compensation, Tier 4, effective July 1, 2013
- iv. **Sunset** the Edusoft Lead Teacher Year 3, Positional Compensation, Tier 3, effective July 1, 2013
- v. **Sunset** the Edusoft Lead Teacher Year 4, Positional Compensation, Tier 2, effective July 1, 2013
- vi. **Sunset** the Edusoft Lead Teacher Years 5-8, Positional Compensation , Tier 2, effective July 1, 2013

12.5C Posting

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

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

The District/County shall fill the positions prior to the end of the current school year *if a certificated employee is qualified to perform the duties and an application is received within (10) days from the posted notice.*

Should an extra-duty stipend or extended year position become available during the summer, the District/county shall mail the vacancy notice to the bargaining unit member's home as long as the bargaining unit member has notified the District/County in writing that he/she wants to be notified of any vacancy.

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

Employer agrees with the language changes and clarification presented by the Association.

Add 12.7 Professional Development

Professional development is the most important investment we can make in a school system to ensure that teachers continue to learn. High quality professional development is essential to meeting the goal of high standards of teaching and the highly qualified teacher requirements of the No Child Left Behind Act (NCLB).

(remove bullets)

1. The Employer shall, when so approved, reimburse certificated personnel for professional development examinations, coursework, etc. who have not met NCLB Highly Qualified Teacher requirements as of June 30, 2012, and have been identified by the Superintendent as assigned to teach in core academic subjects out of their California teacher credential authorization. Professional Development may, when so approved, apply to Employees who are voluntarily broadening their subject matter competency to fulfill requirements for additional credential authorizations. Reimbursement is limited to:
 - a. The cost of the examination fee(s) up to and including three times for the same exam
 - b. Mileage per diem at current District/SCOE rate associated with subject matter competency examination(s)
 - c. The cost of university/college coursework/training registration fee; limited to one time only
 - d. The cost of university/college coursework textbook/training resources; limited to one time only
2. Employee shall submit a request to the Professional Growth Committee and superintendent describing professional development activity

3. The Professional Growth Committee and/or superintendent must approve all coursework, examinations, and/or trainings four (4) weeks prior to the date of examination or beginning of course
 - a. If the Professional Growth Committee is unable to meet and make a decision regarding the employee's request for professional development activity within a reasonable amount of time, the superintendent will tender the decision.
4. The employee must receive a grade "C" or above for all coursework and a "pass" grade on examinations ("credit", "passing", or "satisfactory" is acceptable)
5. Course work must be non-remedial and directly related to the course offerings of the District/SCOE core curriculum.
6. Course work must be taken at a regionally accredited institution
7. Personal leave, up to three (3) full days shall be not deducted when an employee is absent from workplace for coursework, examination and/or trainings if the examination, coursework/training is mandated by the Employer.
8. Personal Necessity leave shall be deducted when an employee is absent from workplace for coursework, examination and/or trainings if the examination, coursework/training is considered by the Superintendent as voluntary.
9. Reimbursement for coursework, examinations, and/or trainings, directly associated with meeting NCLB compliance, shall be established as follows:
 - a. Employee will submit to the District/SCOE business office a "Request for Reimbursement" form after completing course work/examination and has received official transcripts or report card. Request for reimbursement must be submitted within thirty (30) business days.

G. ARTICLE 18 - EARLY RETIREMENT OPTIONS

18.1 K. Early Retirement/Golden Handshake

Sunset the Early Retirement/Golden Handshake option effective June 30, 2012.
Early Retirement/Golden Handshake:

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

- A. Three (3) years of retiree health and welfare benefits (at the tiered rate as required by health care provider) for medical, dental and vision plans for the retiree, spouse and family, capped at the employer dollar contribution in the year of the unit member's final year of service.
- B. A lump sum dollar amount per year (taxable) for the term of three (3) years set at the dollar contribution per paragraph "a" above made by the employer in the year of the unit member's final year of service.

This early retirement is contingent upon formal written notification of retirement being submitted to the superintendent on or before March 1st of the last year of the member's year of service. This offer must be formalized to show a savings to the employer on a case-by-case basis.

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

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

H. ARTICLE 19 – DISTRICT BUDGET REVIEW

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

Re-Openers 2013-2014 School Year

1. ARTICLE 3 – DAYS AND HOURS OF EMPLOYMENT

3.1 Length of Work Year

The Employer proposes to reduce the 2013-2014 contract day calendar from 182 days to 176 days.

2. ARTICLE 11 – HEALTH BENEFITS

3. ARTICLE 12 – SALARY

4. Potential revisions and/or language clarification of Collective Bargaining Agreement articles

5. Article 16 – AGREEMENT

16.1 Duration of Agreement

This Agreement represents the entire agreement between the District Board, SCOE, and the Association under provisions of the "Act" and shall be in full force and effect from July 1, 2012, and shall continue in full force and effect until June 30, 2015.

16.2 The parties agree that negotiations for 2012-2013 shall be closed, but agree to meet and confer after the November 2012 general election to discuss fiscal impacts and the effect of budgetary revenues and/or shortfalls. The parties agree to meet to discuss issues of mutual concern.

For 2013-2014 and 2014-15 the parties agree to open Article 3 (Days and Hours of Employment), Article 12 (Salary), Article 11 (Health Benefits), plus two articles of each party's choosing.