

# Certificated Contract



**Effective July 1, 2019, through June 30, 2022**

*Updated 12/2021*



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**ARTICLE 1: TERMS AND CONDITIONS OF AGREEMENT**

- A. This is an agreement made and entered effective as of the 1st day of July 1, 2019 and is a three-year agreement through June 30, 2022 between the Kings Canyon Unified

School District ("District") and the Kings Canyon Teacher's Association/CTA/NEA ("Association").

- B. For the 2020-21 and the 2021-22 school years, the parties may reopen salary, health and welfare and two other articles each.
- C. Negotiations may be reopened on proposed changes in this Agreement at any time by mutual consent of the parties.
- D. The term of this Agreement extends through June 30, 2022; however, the provisions contained herein, as well as the provisions agreed upon through any reopening as described above, shall remain in full force and effect until such time as a successor agreement is ratified by the parties.

## **ARTICLE 2: RECOGNITION**

The District Governing Board recognizes the "Association" as the exclusive bargaining representative for the unit of certificated employees that excludes management, confidential and supervisory. In accordance with the above, the bargaining unit consists of certificated employees of the Kings Canyon Unified School District, including but not limited to:

- A. Teacher
- B. Nurse
- C. Program Coordinator (GATE, Migrant, District Classroom Music Program)
- D. Resource Specialist Teacher
- E. Speech and Language Specialist
- F. Special Day Class Teacher
- G. Independent Study Teacher
- H. Adult School Teacher
- I. Instructional Coach

## **ARTICLE 3: NEGOTIATION PROCEDURES**

- A. On or after April 1, of the year in which this Agreement expires or in which it is specifically subject to re-openers, and after compliance with Section 3547 of the

Government Code, the parties shall meet and negotiate in a good faith effort to reach agreement on negotiable items.

- B. Either party may utilize the services of outside consultants to assist in the negotiations.
- C. The District and the Association may discharge their respective duties by means of authorized officers, individual representatives, or committees. However, no modification to the provisions of this Agreement may be finalized except by ratification of the parties' policy-making bodies.
- D. Negotiations shall take place on/at mutually agreeable dates and places. Negotiations shall normally be scheduled at 9:00 A.M., except as mutually agreed. The District shall provide a substitute for each member of the Kings Canyon Teachers' Association bargaining team as needed. .
- E. The Association shall designate five representatives for the purpose of negotiating. As an ex-officio member of the negotiation team, the President and/or Intern may participate as he/she wishes.
- F. The District shall, subject to availability, furnish to the Association President upon request and free of charge one hard copy and one electronic copy:
  - 1. The annual audit and the annual unaudited actual report
  - 2. The complete Annual Budget document as adopted by the Governing Board for submission to the Fresno County Superintendent of Schools
  - 3. The Interim Reports
  - 4. A listing of bargaining unit personnel, including all probationary, permanent and temporary teachers, by name, school site, and placement on the certificated salary schedule, advanced degrees, and any stipend qualifications, such listing to be provided on or about November 1 of each year and to be current as of that date
  - 5. Additions to or deletions from the bargaining unit as they occur

6. Any other documents necessary for the Association to fulfill its responsibilities as exclusive representative for the bargaining unit
7. Documents shall be provided to the Association in a timely manner

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

- A. Representatives of the Association shall have the right of access to District bargaining unit members at reasonable times. The term "reasonable times" as used herein means unit member rest periods, meal periods, and any time before or after a unit member's working day when such a unit member is present upon District property, but is not expected to be performing services, or to be ready to perform services, on behalf of the District.
- B. Representatives of the Association may contact unit members in any lounge facility, meeting room, office, or classroom of the District, provided that nothing herein shall be deemed to permit such access to a unit member at any time set aside for consultation or preparation, or at any time that students or parents are present in the classroom, where such access might otherwise be permissible, and provided further that if such access occurs in the proximity of District employees who are otherwise performing duties on behalf of the District, such access shall not be utilized in a manner that will disturb, or otherwise interfere with the work of any employee of the District.
- C. Representatives of the Association shall have the right to utilize District facilities, upon approval of written requests, for the conduct of meetings with bargaining unit members. Requests to utilize such facilities shall be made upon forms provided by the District and shall be subject to prior requests for the utilization of such facilities, by groups entitled to their use under provisions of the Education Code. Verbal approval of the principal shall be sufficient for use of a classroom. Meetings conducted in such facilities shall in no way conflict with the work of District employees, and shall in no way conflict with the public school purposes of the District or interfere with the ongoing instructional program. Use of facilities by the Association shall be limited to meeting activities necessary for fulfilling its role as exclusive representative.

- D. To assure the safety and security of students, any representative of the Association who wishes to enter a school campus of the District during hours in which students are present shall notify the Principal's Office of his/her identity and his/her status as representative of the Association. Appropriate identification and credentials may be required. Access pursuant to this policy shall in all instances be subject to the right of the individual employee or student not to be harassed, restrained, intimidated, or coerced.
  
- E. The Association shall use designated portions of District bulletin boards for posted communications to its members. District mail boxes and electronic mail system may also be used for communications. Each piece of material distributed or posted shall be dated and bear the name and/or signature of the person responsible. The Association may use the District's electronic mail system to communicate with its members regarding Association business on the express condition any Association officer, representative or member who accesses the District's email system for this purpose has signed the District's Acceptable Use Agreement within the preceding twelve (12) months and complies with each and every requirement contained in Board Policy/Administrative Regulation 4040, entitled "Employee Use of Technology," as well as all requirements of Board Policy/Administrative Regulation 4119.25, entitled "Political Activities of Employees." The District shall have the unilateral right to terminate email system privileges for any Association officer, representative or member who accesses the system to communicate regarding Association business and fails to comply with the foregoing conditions.
  
- F. Nothing herein shall be deemed to permit the posting or distribution of defamatory or obscene materials.
  
- G. Board packets shall be sent to the officers of the Association prior to each meeting of the District Board of Trustees.

## **ARTICLE 5: GRIEVANCE**

- A. PURPOSE



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

## B. DEFINITIONS

1. Grievance: A "grievance" is a claim that a unit member has been adversely affected by a violation, of the provisions of this Agreement. Actions to challenge or change policies, administrative regulations and/or practices of the District which are not included in this Agreement must be undertaken under separate legal processes. Other matters for which a specific process of review is established by law; by the rules and regulations of the Board of Trustees; or by the administrative procedures and regulations of the District, are not within the scope of this grievance procedure.
2. Grievant: A "grievant" is any unit member, group of unit members, or the Association on behalf of one or more of its bargaining unit members.
3. Written Grievance: A grievance must be presented in writing on the Grievance Processing Form included as Appendix A. The written grievance must list the specific contract provisions the grievant alleges were violated, misapplied or misinterpreted, together with allegations describing the specific acts or omissions that violated the contract, as well as the proposed remedy.
4. Day: A "day" is any day during which the District office is open for business.

## C. INFORMAL CONSULTATION WITH IMMEDIATE SUPERVISOR

Within twenty (20) days of the event giving rise to the grievance, the aggrieved unit member will discuss the grievance with his/her immediate supervisor in a good-faith effort to resolve the alleged grievance through consultation and informal means. At least one personal conference involving the aggrieved unit member and the immediate supervisor shall be held at this phase of the process.

## D. FORMAL PROCEDURE

1. Level One - Immediate Supervisor
  - a. Failing to resolve the possible grievance through informal means, the grievance shall be presented in writing, using the Grievance Processing Form, (Appendix A of this Agreement) to

the immediate supervisor within ten (10) days of the informal meeting with the immediate supervisor. The immediate supervisor shall meet with the aggrieved party within ten (10) days of receipt of the written grievance. The immediate supervisor shall provide a written disposition of the grievance to the aggrieved party and the Association representative within ten (10) days of such meeting.

- b. If the aggrieved party is not satisfied with the disposition of the grievance, the grievance may be appealed to Level Two. If the appeal to Level Two is not made within ten (10) days of receipt of the written disposition at Level One, it is assumed the grievance is no longer valid.

2. Level Two - Superintendent/Designee

- a. The Superintendent or designee shall meet with the aggrieved party within ten (10) days of receipt of the grievance appeal and shall provide a written disposition of the grievance to the aggrieved party and the Association representative within ten (10) days of such meeting.
- b. If the aggrieved party is not satisfied with the disposition of the grievance, the grievance may be appealed to Level Three. If the appeal to Level Three is not made within ten (10) days of receipt of the written disposition at Level Two, it is assumed the grievance is no longer valid.

3. Level Three - Resolution Conference/Arbitration

- a. The Superintendent or designee and the aggrieved party shall schedule a grievance resolution conference within ten (10) days of receipt of the appeal to Level III.
- b. If the parties are not able to settle the grievance, the grievant may, within ten (10) days of the resolution conference, request in writing that the Association submit the grievance to arbitration. The Association, by written notice to the Superintendent, within ten (10) days after receipt of the request from the grievant, may submit the grievance to arbitration.
- c. The Association shall retain full and complete authority to determine whether or not a grievance shall be forwarded for arbitration.
- d. The parties shall select a mutually acceptable arbitrator. Should they be unable to agree on an arbitrator within ten (10) days of the

Association's submission of the grievance to arbitration, the parties shall request the California State Conciliation Service to supply a panel of five names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until only one name remains. The remaining panel member shall be the arbitrator. The order of striking shall be determined by lot.

- e. The arbitrator shall, as soon as possible, hear the 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 to the written grievance and the answers thereto at each step.
- f. The arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement.
- g. After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit a written decision to all parties setting forth his/her findings of fact, reasoning and conclusion on the issues submitted. The decision shall be final and binding.
- h. All fees and expenses of the arbitrator, including, but not limited to, per diem expenses, his/her travel and subsistence expenses and the cost of any hearing room will be borne equally by the District and the Association. All other costs will be borne by the party incurring them.

#### E. TIME LIMITS

- 1. Time limits at each level shall begin the day following receipt of the grievance, grievance appeal or written disposition.
- 2. Since it is important that grievances be processed as rapidly as possible, time limits specified at each level should be considered maximums and efforts should be made to expedite the process. Time limits may, however, be extended by mutual agreement.

#### F. RIGHT OF REPRESENTATION

A unit member alleging a grievance may be represented at any or all stages of the grievance procedure by an Association representative.

G. NO REPRISALS

Neither the District nor the Association shall take any reprisals against any employee for the exercise of his/her rights under this article.

H. MISCELLANEOUS

1. If a grievance arises from action or inaction on the part of a member of the administration at a level above the immediate supervisor, the aggrieved party shall submit such written grievance directly to the Superintendent/Designee with processing of such grievance to commence at Level Two.
2. When it is necessary for an Association representative to attend a grievance meeting during the school day, release time without loss of pay shall be provided. Grievance meetings will normally be scheduled outside the instructional day except by mutual consent.
3. All documents, communications, and records dealing with the processing of a grievance will be filed in a separate file and will not be kept in the personnel file of any of the participants.
4. A unit member may at any time present grievances to the District and have such grievances processed and/or adjusted, without representation by the Association as long as the adjustment is not contrary to terms of this written Agreement.

**ARTICLE 6: NEW SCHOOL STAFFING PROCEDURES**

A. Hiring Procedures: There will be no limit on the number of teachers who may leave any given school site.

1. Phased Hiring: The hiring for a new school shall be conducted in five (5) phases. Once the first phase of hiring begins, no changes shall occur in the procedures as set forth below.
  - a. Phase I – Internal Applicants Only  
Vacancies at the new school shall be posted in accordance with Article 10, Section C1 and filled in accordance with Article 10, Section D.
  - b. Phase II – Internal Applicants Only

Any position that remains unfilled at the new school, along with any vacancies resulting from voluntary transfers to the new school, shall be posted in accordance with Article 10, Section C1 and filled in accordance with Article 10, Section D.

- c. Phase III – Internal Applicants Only  
Any positions remaining unfilled after Phase II, along with any other vacancies District-wide, shall be posted in accordance with Article 10, Section C1 and filled in accordance with Article 10, Section D.
- d. Phase IV – Internal Only
  - 1) Prior to initiating any involuntary transfers/reassignments pursuant to Phase IV, the District shall meet with KCTA to review remaining vacancies, compliance with all prior phases and forthcoming involuntary transfer candidates.
  - 2) Vacancies remaining District-wide shall be filled by involuntary transfer/reassignments in accordance with Article 10, Section E.
- e. Phase V – Internal/External Applicants  
Vacancies remaining after Phase IV shall be posted in accordance with Article 10, Section C.1. and filled in accordance with Section E (Internal) and D.7. (External)

B. Letters of Intent: All teachers applying as internal applicants in Phases I, II, III and IV shall submit a letter of introduction/intent and resume to the Assistant Superintendent of Personnel at the District Office.

C. Timelines: Prior to initiating Article 23, the parties shall establish a mutual agreement to address timelines for the above hiring process.

## ARTICLE 7: DUTY SCHEDULES

A. Schedules for all staff are established by each respective school Principal, in consultation with site staff.

### B. DUTY DAY

- 1. Beginning in the 2014-15 school year, on every weekday except Wednesdays, the work day for full-time unit members shall be 7.5 hours, normally beginning at 8:00 a.m. and ending at 3:30 p.m., 30 consecutive minutes of release time allowed for lunch which are not counted as duty time. On Wednesdays, the work day for full-time unit members shall normally begin at 8:00 a.m. and end at 4:30 p.m., including 30 consecutive minutes of non-duty release time for

lunch. This additional hour on Wednesdays will not be used to extend the instructional day. If the District discontinues the minimum day schedule on Wednesdays, the work day shall revert to 7.5 hours including 30 consecutive minutes for lunch which are not counted as duty time. Any unit member who is absent for a full day on a Wednesday will be charged 7 hours for purposes of Article 8, Leaves.

a. In an effort to formalize the existing process of obtaining teacher input to maximize the benefits and efficiency of Wednesday professional learning and collaboration, the parties agree to establish a Joint Labor Management Committee.

1. The District and the Association shall each have the right to appoint five (5) members to the Committee.

2. The Assistant Superintendent of Curriculum and Instruction shall be in charge of setting the Committee's meeting schedule.

2. In the event the Transportation Department declares either a foggy-day schedule, or snowy road conditions in mountain communities, all staff members should attempt to arrive as near to regular schedule as possible without jeopardizing their physical safety.
3. Upon request, a copy of the regular schedule, teacher duty schedule and/or any alternate schedules at a school site shall be forwarded to the Association.
4. The Principal may extend or alter the teacher's work day beyond the prescribed time for:
  - a. Parent and student conferences
  - b. Regularly scheduled staff meetings
  - c. Back to School/Open House nights
  - d. Other reasonable site related activities

Prior to the beginning of each school year or semester, each site will post the student activity calendar for the year or semester. Every effort will be made to ensure equitable distribution of assignments/activities at each school site. In the event that a unit member believes an inequitable situation exists, s/he will confer with site administration to attempt to resolve the alleged inequity. In the event the issue is not resolved at the site level, the Assistant Superintendent and the Association President shall meet with the Principal and affected teacher to mediate and assist the parties in reaching an agreement. Unless a unit member has volunteered as an advisor or has

volunteered for duties supporting student activities, no unit member shall be required to work on weekends or legal holidays.

5. Relief Period: Every member of the bargaining unit shall be entitled to at least one ten (10) minute duty free period during each school day.
  6. Except as stated above and as set forth in sections C and I below, no unit member shall be required to work after 3:30 p.m., or transferred for not agreeing to work after 3:30 p.m., unless he/she teaches band, vocal music or physical education.
- C. Attendance is required at regular and/or special staff or district meetings called by the Principal and/or Superintendent. Regularly scheduled staff meetings may not normally extend the duty day by more than thirty (30) minutes. A unit member may be excused from attending a special teachers' meeting outside of the duty day due to a previously scheduled commitment.
- D. Staff members may be authorized by the Principal to leave the school premises for school related activities such as home calls, committee meetings, etc. or for personal emergency reasons.
- E. Each unit member shall report for duty on days designated as work days by the Governing Board. Participation at workshops, conferences, and training sessions on any day not specified as a duty day may be scheduled only by mutual consent of the person involved.
- F. The total work year for bargaining unit members consists of 185 days, 180 of which shall be instructional days, and five of which shall be non-instructional duty days. Non-instructional days are intended to be used for purposes such as in-service sessions, staff development, etc. as determined by the District.
- G. PREPARATION TIME
1. When operating under a normal standard school day schedule, all bargaining unit members shall be provided with a minimum of 210 minutes per week of unassigned time for the purposes of planning and preparation. Such period of time set aside for preparation and planning shall not normally be less than 30

minutes. For Kindergarten, preparation time may be scheduled after regular dismissal time for those students.

2. The District and KCTA recognize the importance and necessity of maintaining established prep periods. However, after the District has exhausted the pool of available substitutes and has utilized management and supervisory employees to the extent the District deems feasible to cover classes, the District may utilize bargaining unit members in accordance with the following:
  - a. At the beginning of each school year semester/trimester, each school site shall establish a Voluntary Coverage List containing the names of every unit member willing to provide coverage in classes when a teacher at that site is absent. In addition, at the beginning of each school year, each school site shall establish a Mandatory Coverage List containing the names of every teacher at the site in alphabetical order by preparation period.
  - b. The District shall utilize the established Voluntary Coverage List and request coverage as soon as the need is identified. When coverage is needed for a particular period in the school day, those unit members on the Voluntary Coverage List who have a prep period, or unassigned time during that same period, shall be asked to provide coverage.
  - c. Bargaining unit members who have elected to be included on the Voluntary Coverage List may be asked to provide class coverage and any bargaining unit member on the Voluntary Coverage List may decline a request to provide class coverage.
  - d. If no unit member on the Voluntary Coverage List is available to be assigned, the District shall fulfill the need for class coverage by assigning a unit member from the Mandatory Coverage List in rotational order as long as no unit member is assigned to provide coverage more than twice in any calendar month, Any unit member previously scheduled to attend a parent meeting shall be exempt from a mandatory coverage assignment, but shall remain at the top of the Mandatory Coverage List until he/she serves in a mandatory coverage assignment.
  - e. Unit members who provide coverage during his/her prep period will be paid a minimum of one hour at the supplemental hourly rate as defined by Step 2 Column 1. The daily sub rate shall be divided evenly among teachers who receive deployed students.
  - f. The parties agree that it is in the student's best interest to be deployed in the same grade level whenever possible. However, no more than eleven (11) students may be deployed to any single self-contained classroom or non-departmentalized classroom.



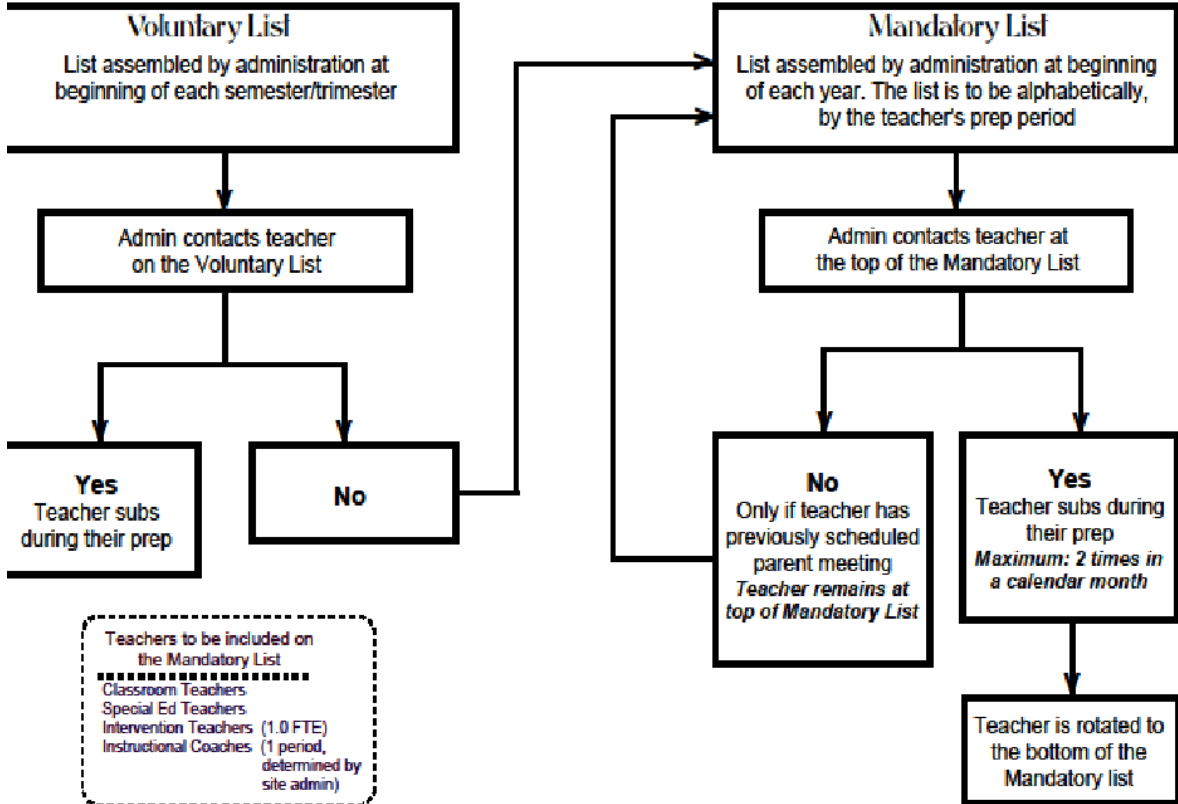
3. If at any time after the start of instruction in any school year, the District determines that a need exists for a partial FTE to staff a particular class [e.g. the assignment of an extra teaching period to a full-time teacher serving in a departmentalized setting], the District may offer the opportunity to teach the extra period to an on-site teacher during his/her preparation period as long as the teacher has at least two years of classroom experience and is credentialed in the appropriate subject. Because the District respects and values teacher prep time, any teacher may decline the District's offer. Participating teachers shall be required to complete the necessary prep for all his/her classes on his/her own time.

Any teacher who accepts an offer to teach during a class during his/her preparation period shall be paid at the rate of one-seventh (1/7<sup>th</sup>) of his/her daily rate for each and every day that the unit member is on duty or conducting school or District business, except the teacher shall be entitled to utilize any of the leaves identified in Article 8 other than extended illness leave [Article 8, Section J] when absent from the class taught during the teacher's preparation period and as long as the teacher continues to satisfy all planning, preparation and grading requirements during the absence. (See Sub During Prep Period process flow chart)

4. The following shall apply when a unit member meeting the eligibility requirements above does not receive an offer from the District to purchase his/her preparation period:
  - a. If the unit member believes that a partial FTE is needed to staff a particular class, the  
unit member may contact the site KCTA representative.
  - b. If the KCTA representative determines that the request is warranted, the KCTA representative will meet with the site Principal to discuss the request.
  - c. As stated in the first paragraph of Section 3 above, the decision of whether to grant or deny a request for the purchase of a preparation period rests exclusively with the District.

# Sub During Prep Period Process

Upon exhaustion of Voluntary List, admin moves to the Mandatory List



H. Whenever possible, the District shall attempt to provide teachers with advance notice if they are required to attend staff development training. Every effort shall be made to avoid last minute notification to teachers unless school site representation at staff development training is essential.

I. TEACHING ASSIGNMENT WITH CO-CURRICULAR RESPONSIBILITIES

1. Band and Vocal Music Teachers shall participate in extracurricular activities that support the Band/Vocal Music Program
2. Physical Education (“PE”) Teachers shall be required to coach up to two sports per school year.
  - a. The principal or designee and each PE teacher shall collaborate in determining the first sport that the PE teacher will be assigned to coach and shall consider the needs of the sports program, the PE teacher’s past coaching assignments and the wishes of the PE teacher. In the event that the Principal and the PE teacher cannot agree on the assignment of the first sport, the Principal shall make the assignment.
  - b. In determining the second sport that a PE teacher will be assigned to coach, the Principal and PE teacher shall collaborate on the same terms as set forth above and in the event that the Principal and PE teacher cannot agree, the Assistant Superintendent and the Association President shall meet with the Principal and PE teacher to mediate and assist the Principal and PE teacher in reaching an agreement on the assignment of the PE teacher’s second sport.
  - c. The District will consider a PE teacher’s request to stop coaching whether temporarily or permanently, only if the PE teacher is credentialed and qualified to teach a subject other than PE, and the District can reassign/transfer the PE teacher to an alternative position consistent with the PE teacher’s credentials and in accordance with Article 10 on Transfer and Reassignment.

J. ZERO PERIOD OR EIGHTH PERIOD TEACHING ASSIGNMENTS

1. The District may expand learning opportunities available for its students and increase flexibility for the master schedule by seeking volunteers from among its full-time teachers serving in a departmentalized setting to teach either a zero period or 8<sup>th</sup> period class. The District may offer the opportunity to teach either the zero period or 8<sup>th</sup> period class to an on-site teacher as long as the teacher

has at least two years of classroom experience and is credentialed in the appropriate subject. Participating teachers shall be required to complete the necessary preparation for all his/her classes on his/her own time.

2. Any teacher who accepts an offer to teach a zero period or 8<sup>th</sup> period class shall:
  - a. Be paid at the rate of one-seventh (1/7<sup>th</sup>) of his/her daily rate for each and every day that the unit member is on duty or conducting school or District business except the teacher shall be entitled to utilize any of the leaves identified in Article 8 except for extended illness leave [Article 8, Section J] when absent from the class taught during the teacher's preparation period and as long as the teacher continues to satisfy all planning, preparation and grading requirements during the absence.
  - b. Attend weekly staff/collaboration meetings. On days when no staff and/or collaboration meeting is scheduled, the unit member's duty will be adjusted to end 30 minutes after the last assigned instructional period.

### **ARTICLE 8: LEAVES**

Because student instruction is negatively impacted when the ongoing shortage of substitutes prevents the District from being able to adequately cover for absent certificated employees, the Deputy Superintendent and the KCTA President, agree to meet and collaborate in an attempt to reach consensus on a procedure for improving employee attendance. If the parties are unable to reach consensus or there is no demonstrable improvement in attendance, the parties agree to negotiate on the subject of a reduction in the number of sick leave days that can be used for personal necessity.

GENERAL: For purposes of this Article, an employee's immediate family includes: mother, mother-in-law, father, father-in-law, spouse, son, daughter, son-in-law, daughter-in-law, brother, sister, grandchild, grandparents, step-relatives, foster child or any relative living in the immediate household.

#### **A. SICK LEAVE**

1. Every full-time unit member shall be entitled to ten (10) days per year of leave at full pay for purposes of personal illness or injury. Unit members who work

less than full-time shall be entitled to that portion of the ten (10) days leave that is directly proportionate to the amount of time spent in required service to the District when compared to the amount of time that would be spent by a regular full-time unit member.

2. If a unit member does not utilize the full amount of leave as authorized in any school year, the amount not utilized will be accumulated from year to year.
3. At the beginning of each school year, every unit member shall receive a sick leave allotment credit equal to his/her sick leave entitlement for the school year. A unit member may use his/her credited sick leave at any time during the school year. However, should the unit member terminate employment owing the District sick leave he/she will have the appropriate amount deducted from his/her last pay warrant.
4. Total sick leave earned in any one year shall be calculated to the nearest one-half of a day.

#### B. PERSONAL NECESSITY

1. Up to ten (10) days of sick leave may be used in any school year by a bargaining unit member in cases of personal emergency, including any of the following:
  - a. Death of a member of his/her immediate family. Personal Necessity Leave may be used for this purpose after exhaustion of the full amount of Bereavement Leave provided in Section I below.
  - b. Death of a second degree relative not to exceed two (2) days.
  - c. Death of a first cousin not to exceed one (1) day.
  - d. Serious accident involving the unit member's person or property, or the person or property of a member of his/her immediate family. Serious accident includes unforeseen emergencies involving potential harm to person or property.
  - e. Illness of a member of the unit member's immediate family.
  - f. Appearance in court as a litigant, as a witness under an official order, or as the parent of a minor age child (under the age of 18).
  - g. Adoption processing (including legal, financial, medical or social aspects), which cannot occur outside of school hours not to exceed five (5) days per school year.

h. Urgent personal business, e.g. “personal” or “family” issues requiring the unit member’s attention and not covered in subsections (a) through (g), not to exceed four (4) days per year. However, in no event may a unit member use these four (4) days of urgent personal business for vacation, recreational activities, or to participate in a work stoppage; or on any non-instructional duty day. Notwithstanding the foregoing, a unit member may use urgent personal business leave for vacation or recreational activity only if:

1) The unit member must attend a wedding, anniversary milestones [e.g. 25<sup>th</sup>, 50<sup>th</sup>, etc.], graduations, or special family occasion involving an immediate family member, the scheduling of which was beyond the control of the unit member; and

2) Upon request, the unit member provides his/her Principal with written verification of the wedding, anniversary milestone, graduation or special family occasion to the satisfaction of the Principal.

These days may only be used for full day or half day absences.

2. A unit member's application for use of Personal Necessity Leave under subsections (f), (g), and (h) of paragraph 1 above must be received by the site administrator at least 24 hours prior to the day(s) upon which the unit member is to be absent. Whenever possible, unit members shall make every effort to submit an advance application for a leave under items (a) through (e) and in all cases, the unit member shall notify the site administrator as soon as reasonably practical of the need to be absent.

3. Applications for personal necessity leave shall be submitted on forms prepared and made available by the District and are subject to approval by the District Superintendent and ratification by the Board of Trustees.

## C. LEAVE FOR PERSONAL HEALTH

Upon the recommendation of the Superintendent and the approval of the Board of Trustees, a unit member may take a leave without pay for the balance of the contract year for rest, restoration of health or the alleviation of hardship involving themselves or their immediate families. The Governing Board may require and pay for a medical

report by a physician. A physician shall be selected by the unit member from a panel of three physicians designated by the District.

D. PERSONAL LEAVE OF ABSENCE

Upon the request of a unit member and approval of the Governing Board, a unit member, shall be granted a personal leave of absence without pay. A full day's pay shall be deducted for each day of approved absence.

E. UNAUTHORIZED LEAVE

Any unit member who is absent from duty and not on a Governing Board approved leave of absence shall suffer a loss of pay commensurate with the number of days absent and be subject to disciplinary action.

F. MATERNITY LEAVE

1. In conformance with 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 therefrom.
2. The length of the leave period, including the date on which it shall end, shall be determined by the unit member and the unit member's physician.

G. PARENTAL BONDING LEAVE AND UNPAID PARENTAL LEAVE

1. Parental Bonding Leave

Effective January 1, 2017, to be entitled to up to 12 workweeks of parental bonding leave under this section, unit members must be eligible for child bonding leave under the California Family Rights Act (CFRA) to the extent that he or she must have been employed by the District for at least 12 months, but need not have worked 1,250 hours in the 12 months prior to commencing the leave. Paid leave used under this section shall run concurrently with unpaid CFRA child bonding or child rearing leave and with Family Care Leave.

- a. For purposes of this section, "parental bonding" leave means child bonding or child care leave taken within the first 12 months following the birth of a child of the unit member or the placement of a child in the unit member's household for adoption or foster care.

- b. Pursuant to Education Code section 44977.5, when an eligible unit member who has exhausted all paid sick leave, including accumulated sick leave, continues to be absent for purposes of parental bonding under the California Family Rights Act (CFRA; Government Code section 12945.2) he or she may use up to 12 workweeks of the leave set forth in Section J concurrently with the unpaid CFRA leave entitlement and Family Care Leave. Such Leave shall be paid as set forth in Section J.1
- c. For purposes of this paid parental bonding leave only, all sick leave and accumulated sick leave per Section A shall be used and exhausted before the leave provided in Section J may be utilized. The 12 workweeks shall be reduced by any sick leave, including accumulated sick leave, taken during a period of parental bonding pursuant to CFRA (Governmental Code Section 12945.2).
- d. A unit member shall not be provided more than one 12 workweek period of paid absence for parental bonding leave in any 12-month period. However, if a school year terminates before the 12-week period is exhausted; the employee may take the balance of the 12-week period in the subsequent school year.
- e. Leave taken pursuant to this section shall be in addition to leave taken by a unit member pursuant to Section G for disabilities caused or contributed to by pregnancy, childbirth or related medical condition.
- f. If both parents are employed by the District, each parent shall be entitled to 12 workweeks of parental bonding leave.
- g. Any parental bonding leave must be requested in writing to the Superintendent a minimum of 30 days prior to the date the leave is proposed to commence.

2. Unpaid Parental Leave

A unit member may be granted a parental leave of absence without pay as follows:

- a. Parental leave may be granted upon request for a period of not more than one school year.
- b. The leave will normally commence at the start of a semester or school year. The District may authorize a different starting date if the employee



demonstrates why the leave could not commence at the beginning of the semester or school year. The returning unit member shall be assigned to the same position held prior to the leave whenever possible.

- c. Such leave is without compensation or credit toward service.

#### H. BEREAVEMENT LEAVE

1. Each unit member shall be allowed up to three (3) days [five (5) days when more than 300 miles one-way of travel is required] of bereavement leave without loss of pay upon the death of any of the employee's immediate family.
2. A unit member shall be allowed one day of bereavement leave without loss of pay upon the death of any of the following members of his/her second degree relatives: uncle, aunt, sister-in-law, brother-in-law, niece, or nephew.

#### I. EXTENDED ILLNESS LEAVE

1. If a unit member has utilized all of his/her current and accumulated sick leave and is absent from his/her duties on account of illness or accident, he/she shall be entitled to differential pay for a period of five school months or less. The amount deducted from a teacher's salary under this provision shall not exceed the sum which was actually paid a substitute(s) in any month, or, if no substitute is employed, that amount which would have been paid a day to day substitute(s). In no case shall a unit member be required to contribute to the cost of a substitute's salary in excess of his/her daily compensation.
2. The five school-month period shall begin to run on the first day following the exhaustion of the unit member's current sick leave and accumulated sick leave.
3. Unit members on extended illness leave shall continue to be provided with the full range of regular employee benefits as set forth in this agreement.
4. A unit member on extended illness leave may return to duty by providing the District with notification of his/her ability to return. Upon request, a doctor's verification attesting to the unit member's ability to return to duty shall be provided to the District.
5. The differential pay leave provided for in section 1 above does not accrue from year to year.

#### J. INDUSTRIAL ACCIDENT AND ILLNESS LEAVE

1. Unit members will be entitled to industrial accident and illness leave according to the provisions in California Education Code section 44984 for any injury or illness that arises out of the unit member's employment with the District.
2. Such leave shall not exceed sixty (60) days during which the schools of the District are required to be in session or when the unit member would otherwise have been performing work for the District in any one fiscal year for the same industrial illness or injury.
3. Allowable leave shall not be accumulated from year to year.
4. Industrial accident or illness leave shall commence on the first day of absence.
5. The total of a unit member's disability indemnity and the portion of salary due to the unit member during industrial accident or illness leave shall not exceed his/her full salary. If the unit member fails to endorse to the District any temporary disability indemnity check received on account of the industrial illness or injury, the District shall deduct from the unit member's salary warrant, the amount of such disability indemnity actually paid to and retained by the unit member.
6. Industrial accident or illness leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award.
7. When an industrial accident or illness leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due him/her for the same illness or injury.
8. Any unit member receiving benefits as a result of this section shall, during periods of injury and illness, remain within the State of California unless the governing board authorizes travel outside the State.
9. Unit members on industrial accident or illness leave shall continue to be provided with health and welfare benefits in the same manner as such benefits are provided to other unit members.
10. In order to be eligible for Industrial Illness and Accident Leave, a unit member who is absent from his/her assigned duties as a result of an employment related illness or accident shall normally report said illness or accident to the District within five (5) work days after he/she becomes aware or can reasonably be expected to be aware that the accident or illness is employment related. The report shall be submitted on a form which shall be made available at each school site.

K. JURY DUTY

1. The Governing Board shall grant leaves of absence with pay to a unit member subpoenaed to serve as a juror or to appear as a witness in a work-related court proceeding not brought about by the unit member's own connivance or misconduct.
2. There shall be no loss in salary, provided salaries received by the unit member for such service are paid to the District.

L. SABBATICAL LEAVE

1. Types of Sabbatical

- a. Professional Leave for Formal Education Program: A professional study or research leave is one during which the unit member pursues a program of a minimum of 12 units each semester, or the equivalent, in an accredited institute of higher learning. The course must relate to the present or prospective service of the unit member, be directly beneficial to the District, and preferably should qualify the unit member for another credential or degree. Final recommendation for approval by the Governing Board will be made by the Assistant Superintendent, after the request has been studied by the Administrative Review Panel.
- b. Pursuit of Other Professional Study: A study leave taken for the purpose of pursuing a program of independent study or research must be related to the present or prospective service and must be under the guidance of an accredited institution of higher learning. A complete plan for such study must be approved and filed with the Assistant Superintendent, with the original application for leave. Final recommendation for approval will be made by the Assistant Superintendent, after the unit member's request has been studied by the Administrative Review Panel for action by the Board of Trustees.

2. Administrative Review Panel: The Administrative Review Panel shall be composed of the following:

- a. Superintendent
- b. Assistant Superintendent
- c. Principal from the school site of the unit member requesting leave

- d. Representative to be appointed by the President of the Association

The Administrative Review Panel shall study and review in detail the unit member's request for sabbatical leave to determine if such request is in accordance with the sabbatical policy. The Panel may interview the unit member requesting leave for further information as needed. A change of plan must be requested in writing and approved in advance. Sabbatical study should be performed during the period of leave.

3. Eligibility: Unit members are eligible to apply who have served the District for seven (7) consecutive years prior to their application in a full-time capacity, and who agree to abide by all conditions stipulated by the District and by the Education Code of the State of California. Qualifying service shall be construed as 75% of the teaching days for each school year, except that a year in which the applicant has rendered some service but has failed to serve 75% of the teaching days should not be counted as an interruption of the seven-year consecutive period.
4. Rate of Pay: The applicant who has been granted sabbatical leave, and has complied with the provisions under which such leave was granted, will receive one-half his/her regular salary for the period of the leave.
5. Employee Benefits: Should the unit member who has been granted a Sabbatical Leave desire to maintain coverage under group insurances as described in Article 12 Employee Benefits during the term of the Sabbatical, he/she shall pay the premiums for such coverage to the District, in advance, on a monthly basis or as may otherwise be agreed upon in writing by the unit member and the District.
6. Applications: Applications shall be submitted by May 1, prior to the school year in which the proposed leave is to begin.
7. Bonding
  - a. The unit member may be required to perform any services during the leave as the Governing Board and the employee may agree upon in writing.
  - b. The unit member applying for a sabbatical shall provide a performance bond that will ensure reimbursement to the District of all expenses incurred by the District in granting the sabbatical in the event the unit member fails to return to the District and serve for two full years following the leave.

M. ASSOCIATION LEAVE

Unit members conducting business on behalf of the Association shall be provided with release time upon written notification to the Superintendent by the President of the Association. Such notification shall be delivered at least three (3) days in advance. The cost of any substitute employed to assume the duties of unit members utilizing Association Leave shall be borne by the Association beginning with the ninth day of such leave. Days available through this provision must be utilized in either full or half-day increments.

N. VERIFICATION OF ABSENCES

Whenever the District requires a unit member to provide written verification of the reasons for any absence from work, the District will (with the unit member's permission) notify the KCTA President or designee. The District shall determine the type of written verification the unit member must provide from the following three alternatives:

1. Statement of the unit member
2. Statement of the unit member's supervisor
3. Physician's statement regarding illness or injury:

If the District doubts the validity of the physician's written verification, the District may direct the unit member to provide further verification from a physician selected by the unit member from a panel of three doctors designated by the District. Whenever the District directs a unit member to obtain a doctor's verification, the District shall reimburse the unit member for any expense incurred in securing the verification.

O. FAMILY AND MEDICAL LEAVE

1. In coordination with all other leave provisions herein set forth, unit members who have worked for the District for one school year are eligible for family leave under the provisions of the Family and Medical Leave Act of 1993 and/or California Government Code §12945.2.
2. Family leave is unpaid leave. For unit members on family leave, the District must maintain the employee's health coverage under the group health plan. The

District contribution for the health plan will be the same contribution that is made for unit members not on leave.

3. Reasons for taking family leave:
  - a. To care for the unit member's child after birth, or placement for adoption or foster care.
  - b. To care for the unit member's spouse, son or daughter, or parent, who has a serious health condition.
4. Procedures for obtaining family leave:
  - a. The unit member ordinarily must provide thirty (30) days advance leave notice and medical certification. Requests for family leave must be made in writing. Taking of leave may be denied if requirements are not met.
  - b. The unit member ordinarily must provide thirty (30) days advance leave notice when the leave is "foreseeable."
5. Length of leave may not exceed twelve (12) calendar weeks.
6. Job protection: Unit members must be restored to their original or equivalent position with equivalent pay, benefits, and other employment terms.

P. **MILITARY LEAVE**

Eligible bargaining unit member shall receive military leave in accordance with Administrative Regulation No.4161.5.

**ARTICLE 9: CLASS SIZE**

A. LCFF/K-3 Class-Size Reduction

The parties acknowledge that as a condition of receiving the additional funding grant for K-3 Class Size Reduction under the Local Control Funding Formula (LCFF), the District is required to make progress toward maintaining an average class size enrollment of not more than 24 pupils for each school site in Kindergarten and grades 1 to 3 upon full implementation of the LCFF, as such progress is defined in Education Code section 42238.02. The parties intend for the District to be in compliance with this law as interpreted by subsequent guidelines and regulations of the California Department of Education (CDE) upon full implementation of the LCFF (currently 2020-2021) as set forth in Education Code section 42238.02(d)(3)(D).

In lieu of making progress toward maintaining an average K-3 class size enrollment of no more than 24 pupils for each school site, Education Code section 42238.02(d)(3)(B) authorizes the parties to negotiate an alternative annual class size enrollment for each school site in Kindergarten and grades 1 to 3. Therefore, effective for 2013-2014 and continuing for all subsequent school years until full implementation of the LCFF, the District and the Association agree to an “alternative annual average class size enrollment for each school site” in Kindergarten and grades 1 to 3 of not more than 26 students. Under this alternative, the District shall make annual progress at each school site toward the 26:1 goal by full implementation of the LCFF (currently 2020-2021), but that the amount of progress at each school site shall be flexible and shall not be tied to the formula set forth in Education Code section 42238.02(d)(3)(B)(i)-(v).

In the event the District receives information that compliance with this contractual provision may result in penalties that would reduce or eliminate the additional funding grant for K-3 Class Size Reduction, the parties agree to immediately meet and negotiate to implement a mutually agreed resolution.

The District and KCTA leadership shall meet annually to review the progress towards reaching the goal of an annual average K-3 class size enrollment for each school site of 26:1 by full implementation of the LCFF in 2020-21.

B. Class Sizes by Elementary Grade Levels

1. Kindergarten Progress to average class size of 26 students per school site as stated in A above; or if CSR not implemented and/or funded, then every reasonable effort will be made to limit the class size to 30 students or, if K-1 combination class, then 28 students
2. Grades 1 – 3 Progress to average class size of 26 students per school site as stated in A above; or if CSR not implemented and/or funded, then every reasonable effort will be made to limit the class size to 32 students or, if combination class, then 30 students.
3. Grades 4 – 6 Every reasonable effort will be made to limit class size to 32 students or, if combination class, then 30 students.

C. The District will provide instructional aide time to classrooms containing the following number of students and in accordance with the following terms:

1. To any K-3 combination class that contains 31 or more students during the period the District is required to make progress towards the goal of an annual average K-3 class size enrollment for each school site of 26:1, i.e. beginning in the 2014-15 school year and continuing until full implementation of the LCFF in 2020-21.
2. To any Kindergarten through 3<sup>rd</sup> grade class that contains 33 or more students during the period the District is required to make progress towards the goal of an annual average K-3 class size enrollment for each school site of 26:1, i.e. beginning in the 2014-15 school year and continuing until full implementation of the LCFF in 2020-21.
3. At grades 4, 5 and 6, the District will provide instructional aide time:
  - a. To any combination classes at the 4<sup>th</sup> through 6<sup>th</sup> grade levels containing 31 or more students
  - b. To any 4<sup>th</sup>, 5<sup>th</sup> or 6<sup>th</sup> grade class containing 33 or more students.
4. For 4<sup>th</sup>, 5<sup>th</sup> or 6<sup>th</sup> grade classes the following procedures shall apply:
  - a. The District shall balance the 4<sup>th</sup>, 5<sup>th</sup> and 6<sup>th</sup> grade classes at each school site up to 32 students.
  - b. At any school with only one class at a grade level, whenever that class reaches 33 students, the district will hire a 3-hour per day instructional aide for that classroom.
  - c. At a school having 2, 3 or 4 classes at a grade level, whenever one of the classes at that grade reaches 33 students, the District shall hire a five and three-quarter (5.75) hour per day instructional aide. The teachers at that grade level shall collaborate to determine the manner of which the five and three-quarter (5.75) hours of aide time shall be distributed among classes at that grade level. The District shall continue to assign new students who enroll at that grade level such that classes remain balanced.
  - d. At a school having five or more classes at a grade level, whenever one of the classes at the grade level reaches 33, the District shall hire a five and three-quarter (5.75) hour per day instructional aide whose time shall be distributed in the manner deemed appropriate by the teachers at that grade level. When the fourth class at that grade level reaches 33 students, a second five and three-quarter (5.75) hour per day instructional aide shall be hired and the teachers shall collaborate to determine the manner by which the time worked by the two five and three-quarter (5.75) hour per day aides shall be distributed. The



District shall continue to assign new students who enroll at that grade level such that classes remain balanced.

5. Before granting instructional aide time to any classroom, the Assistant Superintendent shall review enrollment data to verify that the class limit has been reached and has remained at or above the class limit for at least two weeks.
6. Any time an aide position is posted and candidates are to be interviewed, the classroom teacher of the impacted classroom shall participate in the interview and hiring process of said aide.
7. All instructional aides used to relieve crowded classrooms shall be assigned to the specific site/classroom on a temporary basis. Any instructional aide time provided pursuant to this Article to relieve overcrowding shall be temporary in duration and will be provided to the end of the school year in which the overcrowding occurs.
8. The District shall, upon request, provide the Association with a statement of class enrollments for the previous month.

#### **ARTICLE 10: TRANSFERS AND REASSIGNMENTS**

##### **A. DEFINITIONS**

1. A transfer refers to a change of assignment from one school to another.
2. A change of assignment and/or a reassignment are both defined as a change in grade level or subject area assignment within a school site.

##### **B. ASSIGNMENT CHANGES TO FILL OPENINGS WITHIN SAME SCHOOL SITE**

1. No vacancy arises until after internal movement is complete at a particular site.
2. All bargaining unit members at a school site shall be informed of opportunities to move from their position to an opening within a site at least five (5) working days before any vacancy notice is submitted to the Assistant Superintendent for Personnel for posting.
3. A request to move internally from one position to an opening at the same site may be initiated by a bargaining unit member or the site administrator.

4. No bargaining unit member shall be selected to move from one position to an opening at the site until all requests to make that internal move have been considered by the site administrator.
5. If no requests to move from one position to a particular opening at a site are approved by the site administrator, the opening to be filled shall become a vacancy and shall be submitted to the Assistant Superintendent of Personnel for approval and posting.

#### C. POSTING OF TEACHING VACANCIES

1. The District administration shall notify all bargaining unit members of certificated vacancies as soon as possible. Vacancies shall be posted on the District's website for at least five (5) days prior to the closing date for applications. Notices of vacancies shall contain a description of the position including the location, grade level and/or subject matter.
2. At the same time that the District posts vacancies as required by paragraph 1 above, the District may also advertise the vacancy externally to potential outside candidates.
3. Whenever, in posting a teaching vacancy, the District also has a need to fill an extra-curricular stipended position, the District may post the teaching vacancy, indicating a preference for qualified teachers who are also capable of filling the co-curricular position.

#### D. VOLUNTARY TRANSFER OR REASSIGNMENT

1. A member of the bargaining unit may initiate his/her own transfer or reassignment by submitting a written request to the District Superintendent or his/her designee.
2. Written requests for transfer or reassignment may be submitted at any time during the District's regular office hours.
3. A written request for a transfer or reassignment may be submitted in response to a particular vacancy or for vacancies as they become available. When a bargaining unit member submits a written request for a particular vacancy, his/her request shall be discarded once that vacancy is filled. The District will keep written requests for reassignment or transfer that are general, and not submitted for particular vacancy, on file for a full calendar year from the date of submission.

4. No vacancy shall be filled until after the closing date for applications as specified on the notice of vacancy.
5. Following the closing date for requests and applications, the District shall screen the written requests submitted by each bargaining unit member, as well as the applications submitted by any external applicants. Except as set forth in Section E.3 below, the District shall then interview all unit member applicants, and those external applicants who remain candidates for the vacancy following the District's paper screen.
6. When two or more current unit members apply for and are qualified for a vacancy, the following criteria shall be considered in selecting the unit member who will fill the vacancy:
  - a. Experience and recent training of the bargaining unit member compared to the experience and training of the other unit member(s) being considered for the vacancy.
  - b. Special and personal qualifications of the unit member in comparison to those possessed by the other unit member(s) being considered for the vacancy.
  - c. If the above factors are substantially equal between two or more bargaining unit member candidates, the unit member with the longest unbroken period of employment in the District shall be appointed to fill the vacancy.
7. Notwithstanding Paragraph 6 above, the District may hire an external applicant, when his/her qualifications are superior to any bargaining unit member candidate(s). The determination of whether the external applicant's qualifications are superior shall be based on:
  - a. Experience and recent training of the external applicant as compared to the experience and recent training of the bargaining unit member candidate(s) also being considered for the vacancy, and
  - b. Special and personal qualifications of the external applicant in comparison to those possessed by bargaining unit member candidates also being considered for the vacancy.
8. Vacancies shall be filled within a reasonable time after the closing date for applications and written requests. When a bargaining unit member who has submitted a written request for transfer or reassignment is not selected for a particular vacancy, the unit member may request and shall receive a written explanation from the Assistant Superintendent for Personnel or his/her designee

specifying the reason(s) why the bargaining unit member was not transferred or reassigned.

## E. INVOLUNTARY TRANSFER OR REASSIGNMENT

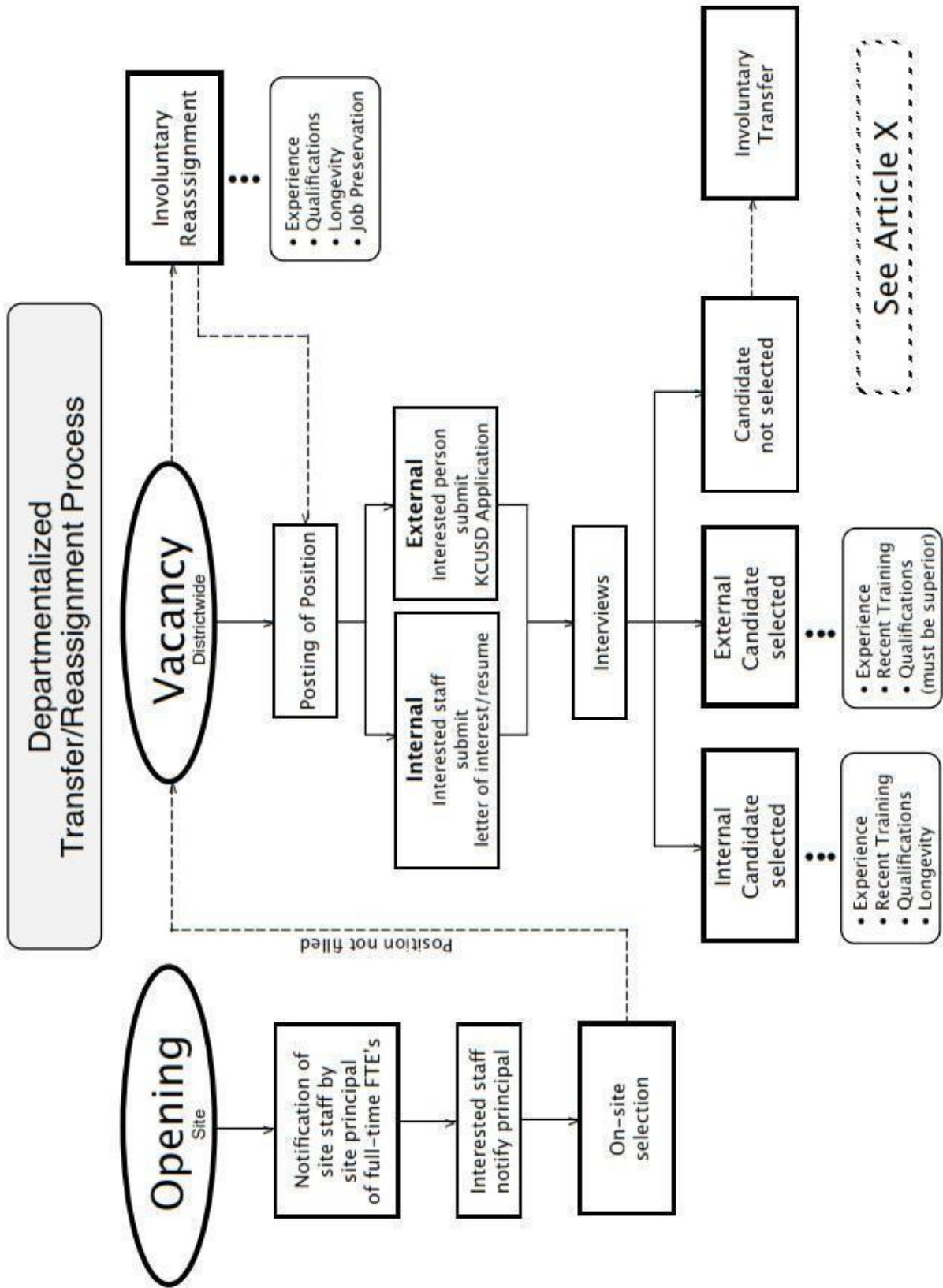
1. General Provisions Regarding Involuntary Transfer/Reassignment
  - a. Upon request of the affected unit member, a meeting between the unit member and his/her immediate supervisor will be held before an involuntary transfer or reassignment is made, at which time the unit member will, if desired, be notified of the reasons for the proposed involuntary transfer or reassignment.
  - b. No involuntary transfer/reassignment shall be arbitrary but shall be for good and sufficient reason based on the educational needs of the District.
  - c. A unit member who is involuntarily transferred or reassigned during the school year shall be provided with one (1) full school day which is otherwise "duty free" for the purpose of preparing and moving materials.
  - d. An involuntary transfer shall not result in the loss of salary schedule compensation (not including the Extra Duty Pay Schedule), District-wide seniority, or any health/welfare benefit to a unit member.
  - e. Any unit member who has been subject to an involuntary transfer/reassignment will only be subject to a subsequent involuntary transfer/reassignment if two full school years have intervened. For example, if a person is involuntarily transferred or reassigned at the beginning of the 2002-03 school year, he/she could not be considered for a subsequent involuntary transfer/reassignment until the beginning of the 2004-05 school year.
2. Involuntary Transfer/Reassignment Process in the Departmentalized Instructional Setting. The District may fill a high school/departamentalized teaching vacancy of less than one full-time equivalent by involuntary reassignment without posting pursuant to Section C or complying with Section D above.
3. Involuntary Transfer/Reassignment As a Result of Declining Enrollment or Elimination of Services.
  - a. Whenever a unit member will be subject to involuntary transfer/reassignment because of declining enrollment at a specific school site or elimination of services at a specific school

site, the unit member with the least District-wide seniority within the grade level pool at that school site affected by the declining enrollment or elimination of services, who has the proper credential for a vacancy in the District, shall be involuntarily transferred. For purposes of this section, when an additional class must be established at a grade level due to an increased number of students in that grade level, the movement of that “bubble” of students through the grades does not constitute declining enrollment until that “bubble” matriculates out of the affected school site.

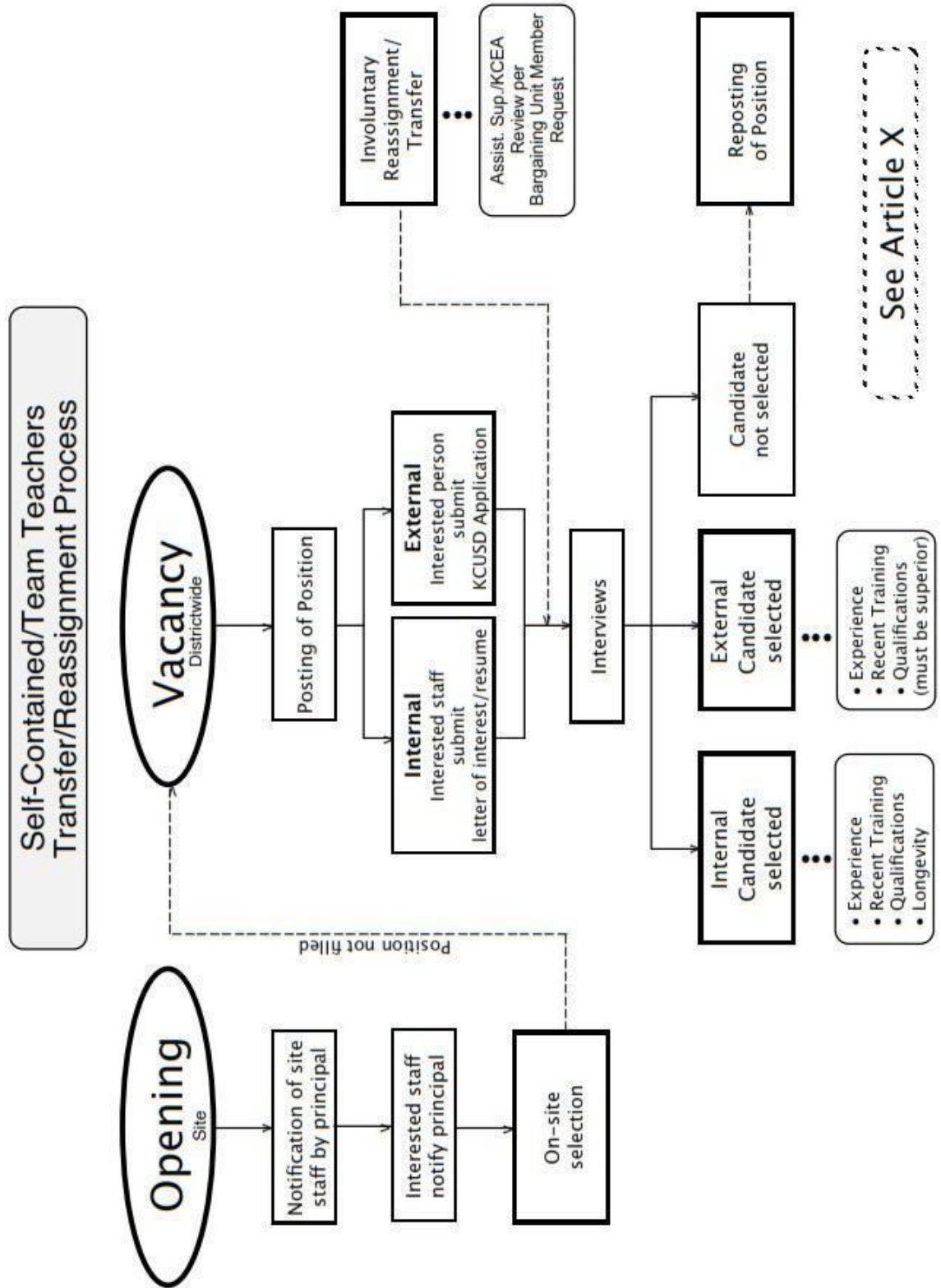
1. At K-5 schools, the grade level pools shall be K-2 and 3-5.
  2. At the middle schools, the grade level pool shall be 6-8.
  3. At K-8 schools, the grade level pools shall be K-3 and 4-8.
  4. At the high schools, the grade level pool shall be 9-12.
  5. Instructional Coaches are not part of any school site grade level pool and shall be treated like any other teacher when involuntarily reassigned back to the classroom.
  6. Due to special credentialing requirements, RSP, SDC and Speech teachers shall not be a part of any school site grade level pool.
- b. The unit member who will be involuntarily transferred/reassigned because of the declining enrollment or elimination of services shall have the right to indicate his/her preference from among the vacancies that exist at the time for which he/she is appropriately credentialed.
- c. The District shall determine the assignment of a unit member who is being involuntarily transferred under this section because of declining enrollment or the elimination of services before granting any voluntary requests for transfers/reassignments. In the event a new school is added to the District, this provision (Article 10, Section D.6.c) shall be suspended for the purposes of initial staffing. The initial staffing of a new school shall be accomplished in accordance with Article 6.

The following flowcharts entitled Self-Contained/Team Teacher Transfer/Reassignment Process and Departmentalized Transfer/Reassignment process are provided for illustration only and shall not supersede or in any way alter the

provisions in Article 10 as set forth above. Departmentalized Transfer/Reassignment Process



Self-Contained/Team Teachers Transfer/Reassignment Process



See Article X

## **ARTICLE 11: CERTIFICATED EMPLOYEE EVALUATION**

### **A. GENERAL**

1. It is understood and agreed to by the Association and the District that the primary objective in the evaluation of unit members is to provide assistance to said unit members in the improvement of their professional skills, and that the evaluation procedures hereinafter described shall be carried out with the intent of meeting that objective.
2. Unit member evaluations shall be based on the criteria listed in the California Standards for the Teaching Profession or the Evaluation Objectives for School Nurses (Appendix B) utilizing the Certificated Teacher Evaluation, the Instructional Coach Evaluation or the School Nurse Evaluation (Appendix C).
3. The Principal or other designated Administrator shall be responsible for evaluation of unit members.

### **B. PROBATIONARY / TEMPORARY STAFF EVALUATION PROCEDURE**

1. The first formal evaluation utilizing the adopted evaluation report form shall be completed and forwarded to the District Office on or before December 1.
2. The second formal evaluation utilizing the adopted evaluation report form shall be completed and forwarded to the District Office on or before March 1.
3. Each evaluator shall meet with all probationary/temporary staff members individually or collectively, during September-October to discuss:
  - a. The adopted criteria upon which the evaluation will be based and the evaluation form utilized.
  - b. The proposed schedule of observations, conferences, and final evaluation dates.
4. Each formal evaluation shall include:
  - a. A pre-conference meeting between the unit member and his/her evaluator
  - b. At least one 30-minute formal observation
  - c. A post-observation meeting within ten (10) school days after the formal observation. Unit members shall be given as much advance notice as is reasonable for the formal observation.



5. A unit member who receives a “Does Not Meet Standards” rating in any one of the California Standards for the Teaching Profession (“CSTP”) or two or more ratings of “Progressing Toward Standards” shall, upon request be entitled to additional pre-observation conferences and classroom observations.
6. A unit member who receives a “Does Not Meet Standards” rating in any CSTP shall assume responsibility for correction of the deficiencies. The evaluator shall assist the unit member in correcting the deficiencies by:
  - a. Making specific recommendations for improvement.
  - b. Providing additional resources that may be available and appropriate.
7. K. C. Kids Evaluation procedure  
The requirements detailed in Section B notwithstanding, temporary unit members assigned to KC Kids, shall be eligible for an evaluation every other year, once they have been evaluated under the provisions of Section B, Probationary/Temporary Staff Evaluation Procedure for three years. The District and KCTA recognize that due to special funding circumstances, site unit members may remain on temporary status for many years. It is the desire of KCTA and the District to provide for flexibility regarding the frequency of evaluations for these unit members.

C. PERMANENT STAFF EVALUATION PROCEDURE

1. Evaluation of permanent bargaining unit members shall be conducted at least every other school year as follows:
  - a. Any evaluation utilizing the adopted evaluation report form shall be completed at least once every other year and forwarded to the District Office on or before March 15<sup>th</sup>.
  - b. Any additional evaluation issued outside the every other school year cycle shall be completed and transmitted to the District Office and the affected permanent bargaining unit member not later than thirty (30) days before the last student attendance day for the school year. The District shall notify the Association President whenever the District issues an additional evaluation pursuant to this subsection.
2. The formal evaluation shall include:
  - a. A pre-observation meeting between the unit member and his/her

evaluator.

- b. At least one thirty (30) minute formal observation.
- c. A post observation meeting within ten (10) school days after the formal observation.
- d. Receipt of evaluation within ten (10) school days of post observation meeting.

Unit members shall be given as much advance notice as is reasonable for the formal observation.

3. A unit member who receives a “Does Not Meet Standards” rating in any one of the California Standards for the Teaching Profession (“CSTP”) or two or more ratings of “Progressing Toward Standards” shall, upon request, be entitled to additional pre-observation conferences and classroom observations.
4. A unit member who receives a “Does Not Meet Standards” rating in any CSTP shall assume responsibility for correction of the deficiencies. The evaluator shall assist the unit member in correcting the deficiencies by:
  - a. Making specific recommendations for improvement.
  - b. Providing additional resources that may be available and appropriate.
5. Agreement to Collaborate on Use of Performance Deficiency Ombudsperson. Whenever an evaluation conducted pursuant to C.1.a or C.1.b above contains a “Does Not Meet Standards” rating, Association and the District agree to collaborate on whether to involve an “ombudsperson” in conferences between the evaluator and the unit member regarding the unit member’s performance. The role of the ombudsperson shall be to facilitate communication between the evaluator and unit member to ensure that (1) the unit member understands the nature of his/her performance deficiencies and the District’s performance expectations; (2) the evaluator provides clear directives in assisting the unit member to improve his/her performance; and (3) the parties explore possible solutions to improve the unit member’s performance. The “ombudsperson” shall be a bargaining unit member mutually agreed upon by the Association and the District as being an effective communicator and viable teacher mentor.

#### D. ADDITIONAL PROVISIONS

1. A unit member may be evaluated and held accountable only for aspects of the educational program and school-related activities over which the unit member has authority and responsibility.
2. Unit members shall not be required to participate in the evaluation or observation of other unit members.
3. A unit member shall sign the completed evaluation form indicating participation in the evaluation conference. In the event the unit member disputes the completed evaluation form content, he/she may prepare a written statement which shall be attached to the completed evaluation form.

E. PERSONNEL FILES

1. Official personnel files shall be kept in the District Office.
2. Materials in a unit member's personnel file shall be made available for his/her inspection upon request. With appropriate authorization from the unit member, an Association representative may review the unit member's file or accompany him/her in the review of the file.
3. Unit members shall have the right to obtain a copy of personnel file materials upon request.
4. Information of a derogatory nature, shall not be filed unless the unit member is given written notice and an opportunity to review and comment thereon prior to placement of such materials in the file.
5. All material placed in a unit member's personnel file shall be dated and signed by the person who caused the material to be prepared. Disciplinary documents shall not include references to unrelated documents or events.
6. The contents of all personnel files shall be kept in strictest confidence. Access to a unit member's personnel file shall be limited to a "need-to-know" basis. A log shall be kept indicating persons other than the District Personnel Officer(s) who have requested to examine a personnel file and the dates such request was made. The log shall be available for review by the unit member or his/her authorized Association representative.
7. No negative or derogatory information resulting from a parent or citizen's complaint shall be placed in a unit member's personnel file unless the following procedures have been followed:

- a. The information shall be reviewed with the unit member by the immediate supervisor as soon after it is received as is possible.
  - b. Upon the unit member's request the immediate supervisor shall attempt to schedule a conference with the complainant and the unit member in an attempt to resolve the dispute or concern that gave rise to the information. If the complainant refuses to attend such a meeting and the complaint cannot be verified by any other witnesses, no formal record of the information shall be maintained by the District in the personnel file.
  - c. If a meeting is held between the complainant and the unit member and the matter is not resolved to the satisfaction of the complainant, he/she shall put the information in writing, sign it, and submit it to the supervisor, who shall forward a copy to the unit member as soon as possible.
  - d. In the event the unit member disagrees with the complainant's written statement, the unit member shall have the right to attach a written statement which shall be placed in the unit member's personnel file together with the complaint.
  - e. Anytime the unit member and the supervisor or Assistant Superintendent agree that the written complaint contains false information, it shall not be placed in the unit member's personnel file and shall not be used in any evaluation or disciplinary action against the unit member.
8. Providing that the unit member does not engage in further misconduct of a similar nature, derogatory or disciplinary documentation contained in the unit member's personnel file shall be removed four (4) years after the date of the initial derogatory or disciplinary documentation.

## **ARTICLE 12: EMPLOYEE BENEFITS**

### **A. HEALTH AND WELFARE BENEFITS**

1. Effective on **October 1, 2021**, the District's maximum annual contribution toward the cost of health and welfare insurance shall be increased to **\$16,108.08** per year per full-time equivalent, e.g. 0.51 F.T.E., except as stated in Article 22 D.
  
2. Available Plans:
  - a. Health insurance coverage for unit members and their eligible dependents under a plan as specified through the provider's plans and guidelines.
  - b. Dental insurance coverage for unit members and their dependents under a plan specified through the provider's plans and guidelines.
  - c. Vision care insurance coverage for unit members and their dependents under a plan specified through the provider's plans and guidelines.
  - d. The amount of a unit member's monthly contribution through monthly payroll deduction shall be calculated for the 12-month period from September through August, and then divided by 11. Unit members will then pay their contributions toward benefit costs in 11 consecutive equal monthly installments out of their pay warrants beginning in September and continuing through June.
  
3. The District shall make available the opportunity for unit members to participate in an Internal Revenue Code 125 Program as it applies to employee contributions towards the costs of benefit programs as described above.
  
4. Eligible bargaining unit members shall include independent study instructors paid on an hourly basis, provided that such instructors work a minimum of ninety (90) days or one semester per school year and maintain a minimum case load of 20 ADA for each school month in a 90-day period. Any independent study instructor who qualifies for health benefit coverage shall continue to be eligible for such coverage so long as the instructor maintains a minimum case load of 20 ADA per school month.
  
5. Neither a unit member nor his/her spouse who are eligible for full medical/health, dental and vision benefits, shall be required to contribute to the cost of such benefit coverage as long as the total monthly cost for both persons to provide such benefits, and any additional benefit that the District and KCTA may agree is to be provided in the future, does not exceed twice the District's maximum monthly contribution as set forth in Section A.1. When the total cost

of providing both eligible spouses with full benefit coverage exceeds twice the District's maximum monthly contribution, they shall authorize payroll deductions in equal amounts as necessary and in the manner described in Section 2 above.

6. Whenever a unit member terminates his/her employment with the District in June of any year, the District shall continue the unit member's coverage in the insurance programs and at the rate set forth in section A1 (above) through the following September 30<sup>th</sup>.
7. Whenever a unit member terminates his/her employment during the school year, the District shall continue the unit member's coverage in the insurance programs and at the rate set forth in section A1 (above) through the month in which the employee terminates plus one additional month.
8. Survivor Benefits: The surviving spouse of a deceased unit member and any eligible dependents of the surviving spouse (as determined by the group policy) may, at his/her election, remain enrolled in the insurance programs set forth in section A1 above under the following conditions:
  - a. The District shall pay the monthly premium, in the amount stated in A1 above, on behalf of the surviving spouse and eligible dependents for a period of one (1) year following the death of the unit member.
  - b. The surviving spouse may then elect to remain enrolled in the insurance programs for an additional 24 months as long as the surviving spouse pays the full amount of the appropriate premiums to the District each month in advance.
  - c. The benefits stated herein are restricted to surviving spouses and eligible dependents of persons who die while employees of the District or while on an approved leave from such employment.

**B. HEALTH AND WELFARE BENEFITS FOR RETIRED EMPLOYEES**

1. A retiring unit member who has attained the age of 55 but is not eligible for the benefits contained in Section 2 below, shall be allowed to continue his/her participation and the participation of his/her spouse, if any, in the insurance programs following retirement at the rates set by and subject to the approval of

the insurance carrier. The unit member shall pay the full cost for such coverage on a month-to-month basis. The enrollment periods, rate and conditions for such continued coverage shall be consistent with Education Code § 7000 through 7008.

2. Any retiring bargaining unit member who has attained the age 55 on or before the date of retirement and who has completed a minimum of 15 years of certificated service as an employee of the District in a position both compensated on a District-adopted salary schedule and covered by the District's health and welfare benefits, including those MVS teachers receiving health and welfare benefits in accordance with paragraph A.5 above, but excluding all other hourly certificated employees, shall be entitled upon written request to a maximum of nine (9) years of benefits as described below:
  - a. The same health and welfare benefits provided to current bargaining unit members up to a maximum period of five (5) years from the date of retirement or until the retired unit member reaches the age of Medicare eligibility [i.e. age 65], whichever occurs first.
  - b. In conjunction with the retiree benefits specified in subsection above, the District shall contribute a maximum of \$225.00 per month toward the cost of a Medicare supplemental insurance policy as specified by the plan provider for retirees who are Medicare eligible [i.e. 65 years of age or older] as long as no unit member receives more than 9 total years of retiree benefits as specified in a. above and this subsection b.
  - c. If the health insurance claims paid for all District retirees and their dependents exceed 5% of the total claims for all district employees in any year (October through September) the District agrees to negotiate this matter with KCTA before assessing any retiree a monthly fee determined by the Governing Board.

#### C. EARLY NOTIFICATION RETIREMENT INCENTIVE PROGRAM

In order to assist the District in meeting its staffing needs, the Association and the District agree that (1) any unit member [i.e., 51% FTE or more] who (2) by February 1<sup>st</sup> notifies the District of his/her intent to retire as of the last school day of that school year, and (3) signs an irrevocable retirement letter to that effect, shall receive a bonus payment of \$2,000.

#### D. MISCELLANEOUS

By November 15 of each year, all bargaining unit members shall receive a statement of their accumulated sick leave and urgent personal necessity leave through June 30<sup>th</sup>

of the prior year. In addition, this statement shall include the bargaining unit member's current step and column placement as of September 1.

### ARTICLE 13: SALARIES

#### A. SALARY SCHEDULES

1. For the 2021-22 School Year:

Appendix D, i.e. the current Certificated Salary Schedule; Appendix D1, i.e. the current Independent Study Teachers Salary Schedule; and the current Appendix E, i.e. the KCTA-Extra Duty Pay Index and Schedule, shall be increased by *five percent [5%]* effective on the date of ratification by both parties.. This increase shall also apply to hourly timesheets on the date of ratification by both parties. Once each of the above schedules is increased by *5%*, the title of each schedule shall be revised to refer to the 2021-22 school year.

#### B. BEGINNING TEACHER SUPPORT AND ASSESSMENT STIPEND

A CTIP Support Provider who is actively providing services to a Participating Teacher shall be paid \$2000 per year.

#### C. BILINGUAL STIPENDS

1. In assigning students to classes in grades one through six prior to the beginning of the school year, the District shall make every reasonable effort to balance the composition of those classes so that the classes at each grade level at a particular elementary school site will contain the same or nearly the same numbers of Limited English Proficient (LEP) and Non-English Proficient (NEP) students.
2. For those bargaining unit members possessing one of the credentials or certificates listed below, the District will pay an incentive stipend in the following amounts:

<i>CREDENTIAL / CERTIFICATE</i>	<i>INCENTIVE STIPEND</i>
BCLAD	\$1,000
CLAD or CTEL	\$500
Mountain View unit members who possess CLAD/CTEL certification and who have a student load of twelve (12) or more students as of the cut off date for the payment of stipends. [One-half of this stipend, i.e. \$250, shall be paid at the end of each semester.]	\$500
Mountain View unit members who possess CLAD/CTEL	



certification and who have a student load of fewer than twelve (12) students as of the cut off date for the payment of stipends. [One-half of this stipend, i.e. \$125, shall be paid at the end of each semester.] \$250

Language Development Specialist Certificate \$500  
 ESL Supplementary Authorization Credential \$350

3. The stipends set forth in paragraph 2 above are separate and may not be combined.

D. SALARY SCHEDULE CLASSIFICATIONS

1. Classifications (columns) appearing on the basic certificated salary schedule (Appendix D) shall require the following levels of training:
 

Col. I	B.A./B.S. + 30
Col. II	B.A./B.S. + 45 or M.A.
Col. III	B.A./B.S. + 60 or M.A. + 15
Col. IV	B.A./B.S. + 75 or M.A. + 30
2. All units are semester units of credit. Quarter units will be converted utilizing two-thirds equivalency.

E. SALARY PLACEMENT / ADVANCEMENT

1. Teachers new to the District without previous experience shall be placed on Step 1 of the salary schedule.
2. Teachers with Prior Experience
  - a. A unit member whose official date of employment by the District is on or after July 1, 1995, and who has teaching experience, consistent with the requirements of subparagraph 6 below, in schools other than those in Kings Canyon Unified, shall be given year-to-year credit for all actual teaching experience for purposes of initial placement on the Certificated Salary Schedule.
  - b. Unit members employed by the District before July 1, 1995, and who had prior teaching experience gained outside the District, shall continue their placement on the Certificated Salary Schedule in conformance with the provisions of the 1993-94 Agreement between the parties.

3. Classification or column placement for all unit members new to the District shall be in accordance with earned degrees and/or evaluated units in a subject area commonly taught in the public schools.
4. A person employed as a member of the bargaining unit on or after January 1, 1991, who has a Bachelor's Degree but less than 30 units above the B.A. Degree (BA +30) for purposes of placement on the Certificated Salary Schedule shall be given special placement on said schedule as follows:
  - a. The unit member shall be placed at the appropriate step in the BA + 30 Column according to his/her prior experience and in conformance with Sections 1 through 4, above.
  - b. The unit member shall remain frozen at the assigned step until such time as he/she has earned 30 units beyond the BA or has earned six semester units creditable towards salary schedule advancement in any one year (i.e. September 1- August 31) in accordance with Section G.3.
  - c. At such time that the unit member earns the units necessary for actual placement on Column 1 of the salary schedule, he/she shall be given credit for all years of experience accrued for placement on the basic salary schedule, consistent with all other rules herein set forth.
5. After initial placement, a unit member shall be granted one step of advancement on the certificated salary schedule for each year of teaching experience in the District up to the maximum Step allowed in each classification/column.
6. A year of experience to meet requirements of this agreement shall be based upon not less than 75% of the school year. Private school experience will be accepted, providing the private school was state accredited and the teacher held a valid credential.
7. All years of experience for which credit is granted in determining initial placement on the salary schedule at the date of hiring shall count toward the achievement of, or advancement to, longevity steps.

F. **MILITARY SERVICE**

A permanent certificated employee called into military service by either selective service or the call-up of reservists during a period of national emergency shall receive credit for one step on the salary schedule for each year of military service not to exceed

two steps. The unit member must return to a position in the Kings Canyon Unified School District, requiring certification not later than the start of the next regular term after his/her release from the military establishment. This credit is not to be allowed unless the military service interrupted service as a teacher in the Kings Canyon Unified School District.

#### G. ADVANCEMENT IN CLASSIFICATION

1. Reclassification for column advancement shall be based on official transcripts of college and university training. If a member of the bargaining unit intends to qualify for reclassification in the following school year, a notice of intent to reclassify must be submitted to the District prior to March 15 and these units shall be accepted for reclassification purposes. Transcripts and supporting documents must be submitted to the District on or before September 30.
2. Bargaining unit members whose classification is based on academic units and degrees must have earned those credits in an accredited college or university.
3. Credits above Bachelors and/or Master's degrees for columns II, III, and IV shall be upper division or graduate level.
  - a. If a bargaining unit member has filed a letter of intent with the District to pursue a new major field of study for the purpose of changing his/her teaching specialty and possible assignment, and if the District has approved the program which he/she plans to pursue, then the required lower division units shall be valid and included in determining salary reclassification.
  - b. If the District requests that a bargaining unit member take a course, that is designated as lower division, to meet the qualifications necessary for an assignment, then lower division units earned through such a course shall be valid and included for purposes of salary reclassification.
  - c. School nurses will be granted Continuing Education Credit as required by the California State Board of Nursing for advancement on the salary schedule. The following formula will be used:  
  
10 Continuing Education Hours = 1 College Quarter Unit  
15 Continuing Education Hours = 1 College Semester Unit
  - d. No more than five one-unit workshops can apply within a given salary classification of 15 units.

- e. Units earned beyond the Master's Degree shall be exempted from the five 1–unit workshops above provided that they are directly related to the bargaining unit member's assignment and have the prior written approval of his/her immediate supervisor and the Superintendent.

H. OTHER CERTIFICATED SALARIES WITH RATIO FACTOR

- 1. Any bargaining unit member who is assigned to work in any of the following classifications shall receive an incentive payment of 10% as long as the teacher is serving pursuant to an appropriate preliminary or clear credential:

<i>Classification</i>	<i>Regular Duty Days</i>	<i>Ratio</i>
Special Ed. - Resource Specialist	185	1.10
Special Ed. - Special Day Class	185	1.10
Speech and Language Pathologist	190	1.10

I. SALARY PAYMENT ALTERNATIVES

Bargaining unit members shall have the option of being paid in 11 or 12 equal installments.

- 1. Unit members shall select a payment option by notifying the District, in writing, on or before August 1. The selected option shall then remain in effect for one full year.
- 2. For unit members on a "year round" schedule, the written notification of payment option must be submitted on or before June 30 and shall remain in effect for one full year.

J. INDEPENDENT STUDY TEACHERS' SALARY SCHEDULE

- 1. In order to compensate Independent Study Teachers who are considered full-time employees (Independent Study Teachers who work with enough students to equate to 20 Average Daily Attendance and are eligible for the Health/Welfare benefit package as stipulated in Article 12, Section B) beginning with the next month subsequent to ratification of the Appendix N in the 1998-99 contract (See Appendix J), the district will place such employees on the following Salary Schedule:
  - a. Independent Study Teachers will be paid at Range I Step 1 of the regular teacher’s salary schedule negotiated between the District

and the Association (Appendix D.1.) for the first 5 years of continuous full-time service, paid hourly. Thereafter, for each succeeding 5 years of continuous full-time service, the District will increase the hourly rate by a factor of 5% for each 5 years of continuous full-time service up to 20 years. For example, all full-time Independent Study Teachers who have taught continuously for the five years previous to the 2006-2007 school year in a full-time capacity (as defined above), will be paid in this, the sixth year, at an hourly rate of \$29.81 (Range I, Step 1) multiplied by 5%. This equates to \$31.30 per hour (\$38,604 multiplied by 5%, divided by 185 days, divided by 7 hours, added to \$29.81).

- b. Such teachers, should they maintain continuous full-time status for the next five years beginning with the 1998-99 school year, will be paid, beginning in the sixth year (or the year 2003) at an hourly rate that is 10 percent over the hourly rate for Range I, Step 1 as negotiated for that year by the District and the Association.
- c. Independent Study Teachers maintaining continuous full-time status for the school years 2003-04 through 2007-08, will be paid, beginning in the 2008-09 school year, at an hourly rate that is 15 percent over the hourly rate for Range I, Step 1 as negotiated for that year by the District and the Association.
- d. Independent Study Teachers who teach for five years on full-time status out of eight years of service are eligible for this salary schedule increase.
- e. Independent Study Teachers who have retired from Kings Canyon Unified School District following at least 15 years of service in KCUSD will be placed on Range II of the Independent Study Teachers' Salary Schedule during their first year of service in Independent Study.
- f. Independent Study teachers who are working under an internship credential, a STSP or a PIP are not eligible to move to Range II of the Independent Study Teachers Salary Schedule until they have obtained a Preliminary or Professional Clear Teaching Credential.
- g. Effective July 1, 2018, add Range V to the Independent Study Teacher Salary Schedule for at 20% of Range 1 Step 1 for any Independent Study Teacher working in a full-time capacity with 20 or more years of service.

#### K. ATHLETIC COACHES' SUMMER STIPENDS

1. For the 2011-2012 school year and for every school year thereafter, the District shall fund up to a maximum of the 14 summer coaching stipends as identified on Appendix E at \$1000.00 each. However, funding for all the summer coaching stipends identified on Appendix E will be mandatory only when the state-wide funded COLA for the District is 3% or more.
2. Each coach must keep a calendar of his/her activities showing the number of hours worked and the number of athletes involved. This information is to be submitted to the Athletic Director at the end of the summer on a form provided by the Athletic Director. When all sports have reported, checks will be issued to all coaches. If more than one coach is being paid from the total stipend the names and amounts per coach are to be submitted to the Athletic Director.
3. The Athletic Director will submit all forms to the Assistant Principal who will prepare a report for the Superintendent and for the Chief Negotiator for KCTA showing the number of athletes involved with each sport, the number of hours spent by each coach, the total stipend paid to each coach and the total amount of money paid out in Summer Athletic Stipends.

L. ANNUAL WELLNESS INCENTIVE PROGRAM

1. The annual Wellness Incentive Program set forth below shall be effective beginning in the 2015-16 school year and thereafter.
2. The Annual Wellness Incentive Program applies to any unit member who is employed by the District for an entire school year (i.e. August through June).
3. A unit member will be eligible to participate in the Annual Wellness Incentive program only if during the entire school year, he/she uses ZERO hours of sick leave [Article 8, Section A], Zero hours of personal necessity leave [Article 8, Section B], and Zero hours of any other leave listed in Article 8 except Bereavement, Jury Duty and Association Leave.
4. Those unit members who meet the eligibility requirements set forth above as determined by the District shall be included in an annual Wellness Pay Drawing that will be held during the first month of the succeeding school year for the following awards:
  - a. One (1) Award of \$2,000.00
  - b. One (1) Award \$1,000.00
  - c. One (1) Award \$500.00

Every unit member in the Annual Wellness Pay Drawing other than those unit members who receive the above awards shall receive an award of \$150.00.

The awards listed above will be paid less standard withholdings as part of the September 30<sup>th</sup> payroll.

- M. Upon appropriate written authorization from a bargaining unit member, the District shall deduct from the salary of that bargaining unit member, and make appropriate remittance for, District approved tax-sheltered annuity programs and all other charitable donations approved by the District, including the Kings Canyon Employee Scholarship Fund.
- N. The District shall provide for direct deposit of salary warrants in one of the financial institutions on the District's approved list at no charge to the unit member.

#### **ARTICLE 14: TEACHER TRAVEL**

##### **A. TEACHER TRAVEL**

- 1. Multi-site assignments will be made only after consultation with the unit member involved.
- 2. Mileage is authorized when a school vehicle is not available for a unit member assigned to more than one site on a regular basis. Mileage allowed is computed from the base assignment to any alternate assignment.

##### **B. USE OF SCHOOL VEHICLE**

- 1. School vehicles will be assigned for extended trips when and if available. Authorization for vehicle use is to be obtained through the Principal and Assistant Superintendent, and the Director of Transportation.
- 2. All authorized extended travel will utilize District vehicles. If not available, a District credit card may be assigned for the unit member to use on a personal vehicle.
- 3. All travel arrangements involving credit card or mileage reimbursement must be approved in advance according to established District procedure.

##### **C. MILEAGE**

- 1. Mileage allowance for use of a private vehicle on school business will be reimbursed at the Federal Government nontaxable reimbursement rate.
- 2. A daily log of mileage must be kept and a formal claim submitted to the Business Office via the immediate supervisor at the end of each calendar month.

Reimbursement shall occur only after claims for such reimbursement reach or exceed a total of 20 miles.

#### **ARTICLE 15: SCHOOL CALENDAR**

- A. Calendars governing unit members in traditional year schools shall be adopted by the Board of Trustees after studying recommendations from the District staff, community members, parents, and agreement with the Association.
- B. Calendars governing unit members in year round schools shall be adopted by the Board of Trustees after studying recommendations from the District staff, community members, parents, and agreement with the Association.

#### **ARTICLE 16: DISTRICT AND MANAGEMENT RIGHTS**

- A. It is agreed the District retains all of its powers and authority to direct, manage and control the educational program to the full extent of the law except as limited by the terms of this agreement.
- B. Included in, but not limited to, those duties and powers is the right to:
  - 1. Determine its organization.
  - 2. Supervise the work of its employees.
  - 3. Determine the times and hours of operation of the District pursuant to the terms of this agreement.
  - 4. Determine the kinds and levels of services to be provided and the methods of providing them.
  - 5. Establish its educational policies, goals, and objectives.
  - 6. Insure the rights and educational opportunities of students.
  - 7. Determine staffing patterns.
  - 8. Determine the number and kinds of personnel required.
  - 9. Maintain the efficiency of District operations.
  - 10. Subject to the right to consultation with the Association:



- a. Define educational objectives
  - b. Determine content of courses and curriculum
  - c. Select textbooks
- 11. Build, move or modify facilities.
  - 12. Establish budget procedures and determine budgetary allocation.
  - 13. Determine the methods of raising revenue.
  - 14. Contract out work to be done or services to be rendered.
  - 15. Take action on any matter in the event of an emergency.

#### **ARTICLE 17: SAVINGS**

- A. If any provisions of this Agreement, or any application thereof, to any unit member is held by a court of competent jurisdiction to be contrary to the law, then such provision or application will be deemed invalid, to the extent required by such court decision, but all other provisions or applications shall continue in full force and effect.
- B. The terms and conditions of this Agreement shall be applied consistently with the provisions of applicable State and Federal Laws.
- C. In the event that changes in federal or state law or decisions by a court of competent jurisdiction change the terms of this agreement, it is agreed that negotiations shall promptly commence regarding such matters.

#### **ARTICLE 18: SAFETY**

- A. The District shall maintain safe working conditions as required by law for all unit members covered by this Agreement.
- B. Within ten (10) days of receiving a unit member's report of an unsafe condition, the District shall provide the Association President and Site Principal with a response

describing the District's evaluation of the condition and the action, if any, that has been or will be taken regarding the condition.

- C. Unit members are responsible to continue supervision of students to assure their safety during a school site emergency.
- D. Consistent with past practice, the District shall provide each classroom and major work area with basic first aid supplies, including latex gloves. In addition and upon request, unit members may request mouth-to-mouth breathers equipped with one-way valves and a flashlight with batteries.
- E. Consistent with past practice, the District shall continue to provide unit members with the opportunity to be tested for Tuberculosis at no cost to the employee. In addition, Site Administrators shall continue to identify those employees who are eligible for additional immunizations/inoculations at no cost to the employee.
- F. Other than nurses, bargaining unit members shall not be responsible for diapering or be the primary providers of specialized medical procedures, including, but not limited to catheterizations, tracheostomy, and gavage feeding. Bargaining unit members, however, shall have the discretion to request training in a specialized medical procedure in order to assist a special-needs student.
- G. Personal Property Reimbursement: The Board shall reimburse unit members for any loss, damage, or destruction of any personal property required or authorized to be used at the work site. Any such items, whether or not specifically requested by Administration, must be listed on a form (Appendix I) provided and signed by a designated Administration representative as requiring or authorizing such item(s). Otherwise, no reimbursement will be permitted or authorized.
  - 1. The District's total liability under this provision shall not exceed \$5,000 annually.
  - 2. Claims (Appendix J) made by unit members under this provision during the school year shall be paid by the District at the end of the fiscal year.

3. Should the total of valid claims made under this provision exceed the \$5,000 limit, the District shall prorate payments in accordance with the amount of the various claims made.
  4. A unit member's personal insurance is the primary carrier. District reimbursement for personal property is secondary coverage.
- H. Site administrators shall inform bargaining member of emergency procedures in the absence of the site principal by the 1<sup>st</sup> day of the school year.

### **ARTICLE 19: TEMPORARY TEACHERS**

Temporary employees shall be entitled to the benefits of this Agreement except those provided in Article 10, "Transfers and Reassignments."

### **ARTICLE 20: PEER ASSISTANCE AND REVIEW PROGRAM**

- A. It is the intent of the District and the Association to establish a teacher peer assistance and review program to allow exemplary teachers to assist teachers to improve performance in the areas of teaching methods or instruction. The District and the Association believe that it is imperative that the District's teachers provide the highest possible quality of education. Therefore, the parties agree to cooperate in the implementation and operation of a program in order to improve the quality of instruction for the children of the District. The District shall administer the program, pursuant to Ed Code 44500 et seq. If a referred teacher's performance has not improved after two consecutive years of participation in the PAR Program, the referred teacher shall be ineligible for continued participation in the PAR Program and shall be subject to other means of correction, up to and including termination from employment.
- B. **PEER ASSISTANCE AND REVIEW PANEL**
1. Panel Composition and Selection.
    - a. The panel shall consist of five members. Three members shall be certificated classroom teachers who shall be selected by the Association. Two members shall be certificated administrators who shall be selected

to serve on the Panel by the Superintendent or his/her designee in June for a two year term.

- b. Each teacher Panel member shall serve staggered terms of three years in order to ensure continuity.
- c. If a member of the Panel leaves the Panel prior to the completion of the school year, the vacant position shall be filled for the remainder of the departed member's term in the same manner by which the departed member was originally selected or designated.
- d. The Panel members shall select one of the members to serve as "chair" for the purpose of facilitating meetings and keeping records. The Panel chair position shall alternate annually in June between an Association panel member one year and a District panel member the next.

## 2. Panel Meetings and Compensation

- a. The Panel may meet as it deems necessary but, in no event, less than two times per school year. In order to have a quorum, at least four Panel members must be present. The District shall provide a meeting room for such purposes. The District shall provide clerical support.
- b. At the last meeting of the Panel in any school year, the Panel shall develop recommendations for presentation to the negotiating teams for the District and the Association regarding possible changes to the PAR rules and procedures.
- c. No more than two meetings shall occur during the regular teacher workday for the teacher members. Additional meetings shall occur outside the regular teacher workday, or during times set aside for the performance of adjunct duties. Teacher Panel members will receive an annual stipend of \$1,500 payable in two equal installments of \$750 in November for the fall semester and \$750 in May for the spring semester. In the event that a teacher is selected to serve as the Panel's chairperson, he/she will receive an additional \$500 stipend payable in May.

## 3. Panel Responsibilities

In addition to expecting and strongly encouraging a cooperative relationship between the consulting teacher and the principal with respect to the process of peer assistance and review, the Panel shall:

- a. Determine the need for and arrange training for Panel members.

- b. Establish Panel rules and procedures as necessary.
- c. Implement procedures to process consulting teacher applications; select the consulting teachers, and maintain a bank of Consulting Teachers interested in working with PAR.
- d. Process participating teacher referrals.
- e. The Panel shall recommend the number of consulting teachers for each school year unless otherwise negotiated.
- f. Make a list of the consulting teachers available for review and selection by participating teachers.
- g. Requests from consulting teacher for materials, supplies, training and/or other funding shall be processed by the Panel for subsequent approval by the District.
- h. Review final reports of consulting teachers and make recommendation to the Governing Board regarding progress of referred participants in the Program and place final reports in referred participants' personnel file.
- i. Annually evaluate the impact of PAR in order to improve the Program.

#### C. CONFIDENTIALITY

All materials related to evaluations, reports and other personnel matters which are created or reviewed by the Panel pursuant to the program shall be strictly confidential. Except as set forth below, Panel members may not disclose information obtained through the Program or in the peer review process: In the case of referred participants, the site administrator may review such material after it has been placed in the personnel file.

#### D. GRIEVANCE PROCEDURE

The grievance procedure shall not apply to the Peer Assistance and Review Program. Any participating teacher may file a response disputing the contents of any report, evaluation or decision of the Panel or consulting teacher and have that response become a part of the official record of intervention and included in the unit member's personnel file.

## E. REFERRED PARTICIPANTS

1. A “referred participant” is a teacher with permanent status who, as a result of an unsatisfactory final evaluation, is mandated to receive assistance to improve his/her teaching methods and/or instruction in order to further pupil achievement and the District’s instructional objectives.
2. In any given school year, an unsatisfactory final evaluation shall be deemed to have occurred when the teacher's evaluating administrator has given the teacher “Does Not Meet Standards” rating in any one of the California Standards for the Teaching Profession (CSTP). Once referred, a teacher may not withdraw from the Program or transfer to a different school site without the mutual agreement of the Superintendent and the Association.
3. All referred teachers have the right to be represented throughout these procedures by an Association representative of his/her choice.
4. Final approval of the consulting teacher assignment rests with the Panel.

## F. VOLUNTARY PARTICIPANTS

1. Any classroom teacher with permanent status who has not been referred to the Program may volunteer to participate in the Program for the purpose of obtaining peer assistance to improve performance (voluntary participant). A voluntary participant must participate for a minimum of one semester may withdraw from the program at end of any additional semester of participation. A voluntary participant will not receive a written performance review from the consulting teacher unless he/she so requests. If a voluntary participant becomes a referred participant, the designation as referred supersedes his/her choice to be a voluntary participant.
2. The Panel shall have discretion to accept the voluntary participant in the Program based on consensus approval of all Panel members. The voluntary participant and the Panel shall mutually agree to the selection of the consulting teacher for the voluntary participant. Teachers who request assistance under the Program and who are denied shall be given written reason for the denial by the Panel. The Panel shall suggest other resources for the voluntary participant to consider in lieu of the Program.

3. All communications between the consulting teacher and a voluntary participant shall be confidential and shall not be shared with administrators, including the voluntary participant's evaluator, or the Panel, without the written consent of the voluntary participant.
4. Any teacher who is already participating in the CTIP (California Teacher Induction Program) shall be required to continue in CTIP and may not volunteer for the PAR Program.
5. Any classroom teacher serving as an intern, or pursuant to a waiver, who does not qualify for CTIP, will have access to PAR to the same extent as voluntary participants consistent with the terms contained in section "2" above.

#### G. CONSULTING TEACHERS

1. Consulting Teacher Service
  - a. Consulting teachers shall continue to perform their regular teaching assignment and be provided with release time for consulting teacher responsibilities.
  - b. A consulting teacher shall be assigned to assist no more than one referred participant at any particular time. However, special circumstances can be arranged for a Consulting Teacher to be assigned to two referred participants on approval of the PAR panel.
  - c. Preferably, one voluntary participant shall be assigned per consulting teacher.
2. Consulting Teachers Minimum Qualifications:
  - a. A permanent teacher of the District with substantial recent experience in classroom instruction of not less than five years; and who may not be appointed to an administrative position while serving as a consulting teacher;
  - b. Demonstrated exemplary teaching ability, as verified by a site administrator, including, among other things, effective verbal and written communication skills, subject matter knowledge, ability to work cooperatively with colleagues, and mastery of a

range of teaching strategies necessary to meet the needs of pupils in different contexts.

3. Consulting Teacher Selection Process

- a. Classroom teachers may apply for a consulting teaching position on a form prepared by the Panel. Notice of consulting teacher openings shall be posted at each school site for a period of not less than five days or as necessary until filled.
- b. Candidates selected for an interview shall demonstrate the ability to model effective classroom instruction and provide clear constructive feedback for improvement. The Panel shall treat all applications and references as confidential.
- c. One or more members of the Panel shall conduct a classroom observation of each candidate.
- d. Each candidate must submit a letter of recommendation from his/her site administrator.
- e. Consulting teachers shall be selected by a majority vote of the Panel following classroom observations as set forth above.

4. Consulting Teacher Compensation:

- a. Two Thousand Dollars (\$2,000) per semester for a referred participant
- b. Five Hundred Dollars (\$500) per semester for volunteer participants (up to a maximum of two per semester);

5. Consulting Teacher Terms

The terms of consulting teachers shall be three years. No consulting teacher may serve in the consulting teacher position for more than ten years. During their three-year term, consulting teachers shall continue to perform adjunct duties and committee assignments.

6. Indemnity

The District will defend and indemnify consulting teachers against claims arising out of their good faith performance of duties under this Article. Consulting teachers who act pursuant to the Program shall have the same protection from liability and access to appropriate defense as other public



school employees pursuant to Division 3.6 (commencing with section 810) of Title 1 of the Government Code.

H. NO WAIVER

No term or provision of this Article shall supersede any term or provision of the Education Code.

I. USE OF PAR FUNDS

Expenditures for the Program shall not exceed funds made available through applicable state laws. The Program shall be contingent upon the continuation of State funding.

**ARTICLE 21: REOPENING OF NEGOTIATIONS**

- A. The Association and District may propose changes in the Agreement consistent with Article 3, "Negotiations Procedures".
- B. Negotiations may be reopened on proposed changes in this Agreement at any time by mutual consent of the parties.
- C. This Agreement, including provisions agreed upon through any reopening as described above, shall remain in full force and effect until such time as a successor agreement is ratified by the parties.

**ARTICLE 22: JOB SHARING**

- A. A full-time unit member desiring to enter into a Job Share partnership with another unit member, will submit to the Assistant Superintendent - Personnel, by March 15th, on an annual basis, a letter requesting a one-year Leave of Absence for the following school year, for the portion of the unit member's teaching position he/she desires to vacate. The request will require annual Board approval.

If the unit member who initiated the Job Share partnership desires to return to full-time employment, he/she notifies the Assistant Superintendent - Personnel by March 15th, in writing, of his/her intent to return to his/her original position for the following school year.

- B. Job Share partnerships shall be configured with no less than a 40% assignment for self-contained classrooms, K-8.
- C. The individual hired to take the place of the teacher desiring the partnership, will be hired on a temporary, one-year contract, for the portion of the assignment the teacher vacated on the one-year Leave of Absence.
- D. The Job Share partner fulfilling the majority of the Job Share partnership (i.e., at least 51%) shall be eligible for health/medical, dental and vision coverage as set forth in Article 12, Section A1. In the alternative, and upon agreement between the Job Share partners, each partner may elect to receive a portion of the District's maximum monthly contribution toward health/medical, dental and vision coverage as set forth in Article 12, Section A1. Each partner's portion of the District's maximum monthly contribution shall be equal to his/her percentage of the job share assignment and each partner shall be required to pay the difference between his/her proportionate share of the District's maximum monthly contribution and the total cost of the medical/health, dental and vision benefits selected by the partner as set forth in Article 12, Section A1.
- E. Job shares in place and continuing in the same partnership at the time of new school staffing, declining enrollment or elimination of services, shall assume the seniority of the most senior partner. If the job share is involuntarily transferred, the job share shall be considered one "FTE" (full time equivalent) and no site administrator shall have the unilateral right to dissolve that job share.
- F. Teachers in Job Share partnerships that were in effect prior to the 1998-99 school year, will not be subject to the above conditions and will be "grandfathered in" based on the previously established conditions (the requested percentage of Job Share partnerships, sole possession of the benefit package by the partner having the greater percentage of assignment, no requirement for a Leave of Absence or temporary contract, the right of the individual vacating the position to return to it on a full-time basis the next year).

G. Job Share partners may substitute for one another with prior knowledge and approval by the Site Administrator, as long as the absence creating the need for a substitute is covered under Article 8, entitled "Leaves."

H. Both Job Share partners are expected to attend the following school/district events:

1. Back to School Night
2. Parent/Teacher Conferences
3. Pre-service/post service duty days
4. Open House
5. School or district in-services.

The Job Share partner who is "on duty" shall attend the regularly scheduled site staff meetings and report to the "off duty" partner all that transpired during the meetings.

I. For self-contained Job Share Partnerships, both Job Share partners will be "on duty" during the first week of a new school year. The partner, who ordinarily would be "off duty," will receive a per diem amount equal to his/her daily rate for the number of days served during that first week of the new school year. The intent is that both partners will be instrumental in establishing the classroom discipline procedures, classroom management procedures and the day-to-day routines.

J. The Job Share partners will submit to the Site Administrator a calendar of their planned duty days prior to the beginning of a new school year.

#### **ARTICLE 24: PROGRAM IMPROVEMENT**

Article 24 shall apply only in the context of state or federally mandated program improvement.

At any stage of program improvement, and when individual school sites, or the district participate in any related programs such as HPSGP, SAIT, II/USP, the parties agree that no component of these programs can change working conditions as reflected in the parties' collective bargaining agreement absent mutual agreement.

A. Professional Development

When professional development is required for compliance with program improvement or any program improvement grant, such as SB472/AB466, it shall be provided by the district within the contracted work day/work year.

If additional opportunities for the same professional development occur outside the contracted work day/work year, a unit member who attends that professional opportunity outside the work day/work year, shall be compensated at the amount provided in the program or grant providing for such professional development. If the grant or program fails to specify an amount, unit members shall be paid at the supplemental hourly rate of pay (Step 1 Column 1 of Certificated Salary Schedule divided by 185 days divided by 7 hours).

**B. Bargaining Unit Representation**

1. Site committees established for the express purpose of program improvement shall include representatives from the bargaining unit, district administration, and when appropriate outside agencies. The number of bargaining unit reps on any site program improvement committee shall be equal to or greater than the number of bargaining unit representatives serving on the school site council for that school. Bargaining unit representatives shall be elected by process consistent with KCTA bylaws.
2. There will be a KCTA Liaison to the Alternative Governance Board (“AG Board”) The KCTA Liaison is not a member of the AG Board; however he/she will actively participate in AG Board meetings. The KCTA Liaison may meet monthly with the Director of Special Projects and Assistant Superintendent, Curriculum & Instruction. In addition the KCTA Liaison shall review AG Board agendas, recommendations and actions will be reviewed to provide an instructional perspective in support of the school improvement process. The KCTA Liaison position is designed to ensure that the Association has input in the Alternative Governance process.

**C. Evaluation**

The Alternative Governance Board is established to plan and monitor the implementation of school improvement/restructuring plans. The AG Board has no role in certificated employee evaluation and therefore no AG Board member can ever serve as a “designated administrator” for purposes of Article 11.

Certificated employee evaluation shall not be based upon assessments and/or recommendations of a scholastic audit team assigned to the school as a result of Program Improvement, Corrective Action and/or Restructuring, School Assistance and Intervention Team (SAIT) or Alternative Governance Board.

The parties agree that all stakeholders at a school site share the responsibility of meeting API/AYP growth targets. Therefore certificated employee evaluation shall not be based upon the success, or lack thereof, of the site to meet the required API/AYP growth targets.

**Kings Canyon Unified School District**  
 Grievance Processing Form

Number
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_____	_____	
Grievant Name	School Work Location/Phone Number	
_____	_____	_____
KCEA Representative	KCEA Representative Work Phone	Date Cause of Grievance Occurred (Must be filed within 20 of event)

Statement of Grievance including specific provisions of the Agreement being grieved:
Remedy Sought:

<b>LEVEL I</b>	_____	_____
	Date of Informal Consultation with Supervisor	Immediate Supervisor's Signature
	_____	_____
	Date Level I Grievance Received by Supervisor	Immediate Supervisor's Signature
	_____	<input type="checkbox"/> Grievance Resolved
	Date of Level I Grievance Conference	
	<b>Immediate Supervisor's Response (see attached)</b>	
	_____	_____
	Level I Response Received	Grievant's Signature
(If above response is unacceptable, Level II grievance must be filed within 10 days of this date)		

**Kings Canyon Unified School District**  
 Grievance Processing Form  
 Page 2

Number
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<b>LEVEL II</b>	_____	_____
	Date Level II Grievance Received by Superintendent/Designee	Superintendent's/Designee's Signature
	<b>Reason for Appeal (see Attached)</b>	
	_____	<input type="checkbox"/> Grievance Resolved
	Date of Level II Grievance Conference	
	<b>Immediate Supervisor's Response (see attached)</b>	
_____	_____	
Level II Response Received	Grievant's Signature	
<b>(If above response is unacceptable, Level III grievance must be filed within 10 days of this date)</b>		

<b>LEVEL III</b>	<b>RESOLUTION CONFERENCE</b>	
		<input type="checkbox"/> Grievance Resolved
		<input type="checkbox"/> Grievance Not Resolved
	_____	
	Date of Resolution Conference	
	_____	_____
	Signature of KCEA Representative	Signature of KCUSD Representative
	Other Members Present at Resolution Conference	
	_____	_____
	_____	_____
<b>ARBITRATION</b>		
_____	_____	
Date of Request for Arbitration	Date Submitted to Arbitrator	
_____	_____	
Arbitration Date	Arbitrator's Name	
<b>Arbitrator's Decision (see attached)</b>	_____	
	Date Decision Received	

**CALIFORNIA STANDARDS FOR THE TEACHING PROFESSION**

STANDARD ONE

<p>Engaging and Supporting All Students in Learning</p>
<ol style="list-style-type: none"> <li>1 Using knowledge of students to engage them in learning</li> <li>2 Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests</li> <li>3 Connecting subject matter to meaningful, real-life contexts</li> <li>4 using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs</li> <li>5 Promoting critical thinking through inquiry, problem solving, and reflection</li> <li>6 Monitoring student learning and adjusting instruction while teaching</li> </ol>

STANDARD THREE

<p>Understanding and Organizing Subject Matter for Student Learning</p>
<ol style="list-style-type: none"> <li>1 Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks</li> <li>2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter</li> <li>3 Organizing curriculum to facilitate student understanding of the subject matter</li> <li>4 Utilizing instructional strategies that are appropriate to the subject matter</li> <li>5 Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students</li> <li>6 Addressing the needs of English Learners and students with special needs to provide equitable access to the content</li> </ol>

STANDARD FIVE

<p>Assessing Student Learning</p>
<ol style="list-style-type: none"> <li>1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments</li> <li>2 Collecting and analyzing assessment data from a variety of sources to inform instruction</li> <li>3 Reviewing data, both individually and with colleagues, to monitor student learning</li> <li>4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction</li> <li>5 Involving all students in self-assessment, goal setting, and monitoring progress</li> <li>6 using available technologies to assist in assessment, analysis, and communication of student learning</li> <li>7 Using assessment information to share timely and comprehensible feedback with students and their families</li> </ol>

STANDARD TWO

<p>Creating and Maintaining Effective Environments for Student Learning</p>
<ol style="list-style-type: none"> <li>1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully</li> <li>2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students</li> <li>3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe</li> <li>4 Creating a rigorous learning environment with high expectations and appropriate support for all students</li> <li>5 Developing, communicating, and maintaining high standards for individual and group behavior</li> <li>6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn</li> <li>7 Using instructional time to optimize learning</li> </ol>

STANDARD FOUR

<p>Planning Instruction and Designing Learning Experiences for ALL Students</p>
<ol style="list-style-type: none"> <li>1 Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction</li> <li>2 Establishing and articulating goals for student learning</li> <li>3 Developing and sequencing long-term and short-term instructional plans to support student learning</li> <li>4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students</li> <li>5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students</li> </ol>

STANDARD SIX

<p>Developing as a Professional Educator</p>
<ol style="list-style-type: none"> <li>1 Reflecting on teaching practice in support of student learning</li> <li>2 Establishing professional goals and engaging in continuous and purposeful professional growth and development</li> <li>3 Collaborating with colleagues and the broader professional community to support teacher and student learning</li> <li>4 Working with families to support student learning</li> <li>5 Engaging local communities in support of the instructional program</li> <li>6 Managing professional responsibilities to maintain motivation and commitment to all students</li> <li>7 Demonstrating professional responsibility, integrity, and ethical conduct</li> </ol>



## EVALUATION OBJECTIVES FOR SCHOOL NURSES

<p><b><u>OBJECTIVE I: PUPIL PROGRESS TOWARDS EXPECTED ACHIEVEMENT.</u></b></p> <ul style="list-style-type: none"> <li>• Reviews student health data for compliance with state regulations and district policies.</li> <li>• Collects and uses multiple sources of information to assess students' health status.</li> <li>• Uses assessment results to adjust and guide intervention strategies.</li> <li>• Communicates regularly with students and families about student concerns.</li> <li>• Administers required assessments, completes reports, and records data accurately/promptly.</li> </ul>	<p><b><u>OBJECTIVE II: PROFESSIONAL TECHNIQUES AND STRATEGIES</u></b></p> <ul style="list-style-type: none"> <li>• Uses a variety of assessment methods and case management strategies to meet individual student needs.</li> <li>• Assists staff, students, parents in understanding the relationship between health status and a student's ability to learn.</li> <li>• Manages medication administration in compliance with state regulations and district policies.</li> <li>• Develops student care plans that are medically based and appropriate for the school setting.</li> </ul>
<p><b><u>OBJECTIVE III: ADHERENCE TO PROGRAM OBJECTIVES</u></b></p> <ul style="list-style-type: none"> <li>• Demonstrates knowledge of current school health laws and regulations.</li> <li>• Establishes and maintains standards of school nursing practice.</li> <li>• Maintains accurate and complete files of each student's cumulative health record.</li> <li>• Teaches principles of health promotion and disease prevention to students, staff, parents.</li> <li>• Ensures that departmental procedures are followed and maintained.</li> </ul>	<p><b><u>OBJECTIVE IV: MAINTAINING HEALTH OFFICE CLIMATE AND OPERATIONS</u></b></p> <ul style="list-style-type: none"> <li>• Promotes an environment that is professional, positive, and productive.</li> <li>• Provides appropriate supervision and delegation to unlicensed personnel.</li> <li>• Provides appropriate nursing care to students.</li> <li>• Establishes a climate that promotes inclusion, mutual respect, consistency, and fairness.</li> <li>• Maintains appropriate standards of confidentiality.</li> <li>• Efficiently manages office routines.</li> <li>• Assures mandated screenings occur in a timely, well planned manner.</li> </ul>
<p><b><u>OBJECTIVE V: PROFESSIONAL DUTIES AND RESPONSIBILITIES</u></b></p> <ul style="list-style-type: none"> <li>• Establishes professional goals and pursues opportunities to grow professionally.</li> <li>• Demonstrates a good working relationship with parents, colleagues, and other members of the community.</li> <li>• Adheres to district and school policies and regulations.</li> <li>• Meets assigned responsibilities and deadlines.</li> <li>• Demonstrates a professional image in appearance and attitude.</li> <li>• Closely adheres to timelines required by student IEPs and 504 plans.</li> </ul>	

<b>Kings Canyon Unified School District Certificated Teacher Evaluation</b>					
Teacher:				Date:	
Grade/Subject:					
Department/Site:					
Type of Evaluation:	Intern <input type="checkbox"/> (Due by 12/1 & 3/1)	Temporary <input type="checkbox"/> (Due by 12/1 & 3/1)	Probationary 1 <input type="checkbox"/> Probationary 2 <input type="checkbox"/> (Due by 12/1 & 3/1)	Tenured <input type="checkbox"/> (Due by 3/15)	
<p><b><u>KCUSD Philosophy:</u></b> <i>The certificated evaluation process is designed to foster continuous improvement.</i>  <i>This process includes evaluation of a teacher's overall performance since the last KCUSD Certificated Evaluation.</i></p>					
<p><b>Performance Rating Scale</b>  <i>Exceeds Standard-(Innovating/Integrating)</i>  <i>Meets Standard - (Applying/Refining)</i>  <i>Progressing Toward Meeting Standard- (Emerging/Developing)</i>  <i>Does Not Meet Standard- (Employee is Failing to Meet Standard)</i></p>					
<p><b>Standard I: Engaging and Supporting All Students In Learning</b>                      1.1 Using knowledge of students to engage them in learning.                      1.2 Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests.                      1.3 Connecting subject matter to meaningful, real-life contexts.                      1.4 Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs.                      1.5 Promoting critical thinking through inquiry, problem solving, and reflection.                      1.6 Monitoring student learning and adjusting instruction while teaching.</p>					
<input type="checkbox"/> Exceeds Standard <input type="checkbox"/> Meets Standard <input type="checkbox"/> Progressing Toward Meeting Standard <input type="checkbox"/> Does Not Meet Standard					
<p>Standard I Summary:</p>					
<p><b>Standard II: Creating And Maintaining Effective Environments For Student Learning</b>                      2.1 Promoting social development and responsibility within caring community where each student is treated fairly and respectfully.                      2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students.                      2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe.                      2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students.                      2.5 Developing, communicating, and maintaining high standards for individual and group behavior.                      2.6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn.                      2.7 Using instructional time to optimize learning.</p>					
<input type="checkbox"/> Exceeds Standard <input type="checkbox"/> Meets Standard <input type="checkbox"/> Progressing Toward Meeting Standard <input type="checkbox"/> Does Not Meet Standard					

<p>Standard II Summary:</p>
<p><b>Standard III: Understanding And Organizing Subject Matter For Student Learning</b></p> <p>3.1 Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks.  3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter.  3.3 Organizing curriculum to facilitate student understanding of the subject matter 4. Utilizing instructional strategies that are appropriate to the subject matter.  3.4 Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students.  3.5 Addressing the needs of English Learners and students with special needs to provide equitable access to the content.</p>
<p><input type="checkbox"/> Exceeds Standard   <input type="checkbox"/> Meets Standard   <input type="checkbox"/> Progressing Toward Meeting Standard   <input type="checkbox"/> Does Not Meet Standard</p>
<p>Standard III Summary:</p>
<p><b>Standard IV: Planning Instruction And Designing Learning Experiences For All Students</b></p> <p>4.1 Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction.  4.2 Establishing and articulating goals for student learning.  4.3 Developing and sequencing long-term and short-term instructional plans to support student learning.  4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students.  4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students.</p>
<p><input type="checkbox"/> Exceeds Standard   <input type="checkbox"/> Meets Standard   <input type="checkbox"/> Progressing Toward Meeting Standard   <input type="checkbox"/> Does Not Meet Standard</p>
<p>Standard IV Summary:</p>
<p><b>Standard V: Assessing Student Learning</b></p> <p>5.1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments.  5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction.  5.3 Reviewing data, both individually and with colleagues, to monitor student learning.  5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction.  5.5 Involving all students in self-assessment, goal setting, and monitoring progress.  5.6 Using available technologies to assist in assessment, analysis, and communication of student learning.</p>

5.7 Using assessment information to share timely and comprehensible feedback with students and their families.
<input type="checkbox"/> Exceeds Standard <input type="checkbox"/> Meets Standard <input type="checkbox"/> Progressing Toward Meeting Standard <input type="checkbox"/> Does Not Meet Standard
Standard V Summary:
<p><b>Standard VI: Developing As A Professional Educator</b></p> <p>6.1 Reflecting on teaching practice in support of student learning.</p> <p>6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development.</p> <p>6.3 Collaborating with colleagues and the broader professional Community to support teacher and student learning.</p> <p>6.4 Working with families to support student learning.</p> <p>6.5 Engaging local communities in support of the instructional program.</p> <p>6.6 Managing professional responsibilities to maintain Motivation and commitment to all students.</p> <p>6.7 Demonstrating professional responsibility, integrity, and ethical conduct.</p>
<input type="checkbox"/> Exceeds Standard <input type="checkbox"/> Meets Standard <input type="checkbox"/> Progressing Toward Meeting Standard <input type="checkbox"/> Does Not Meet Standard
Standard VI Summary:
<b>References Supporting Evaluation</b> (reflection, documentation, observation (formal and informal), lesson plans, student work, conferences, conversations, meetings, etc):
<b>Commendations:</b>

**Recommendations:**

**Professional Growth Plan:** Indicate below the specific element(s) of the CSTPs that will be the focus of your continued professional improvement.

Referred to PAR  An employee with one or more *Does Not meet Standards* will be referred to the KCUSD Peer Assistance and Review Program.

Signatures    Evaluator \_\_\_\_\_ Date \_\_\_\_\_  
Employee \_\_\_\_\_ Date \_\_\_\_\_

This report has been discussed with me in a conference with my evaluator.  
My signature on this evaluation does not necessarily signify my agreement  
with the content of this evaluation. An opportunity has been extended to me  
to attach comments regarding this evaluation.

Comments attached:    yes                      no

**Kings Canyon Unified School District  
Instructional Coach Evaluation**

<b>Teacher</b>				<b>Date</b>	
<b>Type of Evaluation:</b>	Temporary <input type="checkbox"/> <small>(Due by 12/1 &amp; 3/1)</small>	Probationary 1 <input type="checkbox"/> Probationary 2 <input type="checkbox"/> <small>(Due by 12/1 &amp; 3/1)</small>	Tenured <input type="checkbox"/> <small>(Due by 3/15)</small>		

**KCUSD Philosophy:** Instructional Coaches in KCUSD serve students, teachers, and leaders of the district in all areas of curriculum, instruction, and assessment to support the mission, vision, and goals of the district. This work is directed and supported by the Curriculum & Instruction Department.

**Performance Rating Scale**  
*Exceeds Standard*-(Innovating/Integrating)  
*Meets Standard* - (Applying/Refining)  
*Progressing Toward Meeting Standard*- (Emerging/Developing)  
*Does Not Meet Standard*- (Employee is Failing to Meet Standard)

**Standard I: Engaging and Supporting All Students In Learning**  
**Instructional Leadership**

- Provides professional development for instructional strategies.
- Supports teachers' implementation of instructional strategies.
- Serves as the trainer and coach for instructional strategies.
- Works collaboratively as an Instructional Coach Professional Learning Community to support all students, teachers, and leaders.

**Communication and Staff Relations**

- Communicates the district's curriculum, instruction, and assessment expectations with staff.
- Fosters effective collaboration by facilitating two-way communication between site and district staff.
- Is responsive to district, program, and site needs; collaboratively implements district priorities with Curriculum and Instruction Department and acts as an effective advocate for the district.

Exceeds Standard     Meets Standard     Progressing Toward Meeting Standard     Does Not Meet Standard

Standard I Summary:

**Standard II: Creating And Maintaining Effective Environments For Student Learning**  
**Professional Development and Presentation**

- Consistently uses best practices during classroom coaching and professional development sessions (models expectations).
- Proactively assesses and determines the professional development needs of staff and the programs.
- Assesses and responds appropriately to staff, school, and district needs.
- Uses technology in a purposeful and innovative manner.

Exceeds Standard     Meets Standard     Progressing Toward Meeting Standard     Does Not Meet Standard

Standard II Summary:
<p><b>Standard III: Understanding And Organizing Subject Matter For Student Learning</b></p> <p><b>Organization and Planning</b></p> <ul style="list-style-type: none"> <li>• Is organized, efficient, and initiates personal professional development, and solicits feedback and guidance.</li> <li>• Plans, implements, and sustains district professional development/programs/curriculum initiatives.</li> <li>• Prioritizes project/task completion to meet deadlines consistently.</li> </ul>
<input type="checkbox"/> Exceeds Standard <input type="checkbox"/> Meets Standard <input type="checkbox"/> Progressing Toward Meeting Standard <input type="checkbox"/> Does Not Meet Standard
Standard III Summary:
<p><b>Standard IV: Planning Instruction And Designing Learning Experiences For All Students</b></p> <p><b>Curriculum Leadership</b></p> <ul style="list-style-type: none"> <li>• Supports district direction and implementation of all curricular programs.</li> <li>• Provides professional development and support for adopted curriculum.</li> <li>• Generates high quality professional development materials.</li> <li>• Serves as an active contributing member of district/site leadership team(s).</li> <li>• Supports benchmark, strategic, and intensive intervention implementation, including: program oversight, coaching others, in-class modeling, co-teaching, data collecting and monitoring, delivering instruction to students, etc.</li> </ul>
<input type="checkbox"/> Exceeds Standard <input type="checkbox"/> Meets Standard <input type="checkbox"/> Progressing Toward Meeting Standard <input type="checkbox"/> Does Not Meet Standard
Standard IV Summary:
<p><b>Standard V: Assessing Student Learning</b></p> <p><b>Assessment Purposes &amp; Uses, Student Placement, and Data Driven Instruction</b></p> <ul style="list-style-type: none"> <li>• Understands and supports data analysis at the student, classroom, grade, school, and district level to support student achievement and improve district curricular programs.</li> <li>• Develops and supports the district assessment and student placement systems.</li> <li>• Consistently differentiates instruction for students, teachers, and leaders.</li> <li>• Trains and supports teachers to become effective decision makers.</li> <li>• Uses technology to analyze data in a timely manner.</li> </ul>
<input type="checkbox"/> Exceeds Standard <input type="checkbox"/> Meets Standard <input type="checkbox"/> Progressing Toward Meeting Standard <input type="checkbox"/> Does Not Meet Standard
Standard V Summary:
<p><b>Standard VI: Developing As A Professional Educator</b></p> <p><b>Coach will provide:</b></p> <p><b>Professional Portfolio Demonstrating Evidence of Meeting the Standards</b></p>

<input type="checkbox"/> Exceeds Standard <input type="checkbox"/> Meets Standard <input type="checkbox"/> Progressing Toward Meeting Standard <input type="checkbox"/> Does Not Meet Standard
<b>Standard VI Summary:</b> <ul style="list-style-type: none"> <li>● Participates in professional activities as related to job assignment</li> <li>● Participates in District projects and activities</li> <li>● Collaborates with colleagues to meet the needs of all students</li> <li>● Additional support document attached</li> </ul>
References Supporting Evaluation [reflections, documentation, observations (formal and informal) of presentations, coaching & modeling, facilitating meetings, conference and meeting attendance, conversations and input from Principals, etc]:  Participation in staff development opportunities Meeting attendance Conversations and input from district administration Observations Material preparation
<b>Commendations:</b>  
<b>Recommendations:</b>  
<b>Professional Growth Plan:</b> Indicate below the specific element(s) of the CSTPs that will be the focus of your continued professional improvement.

Signatures    Evaluator \_\_\_\_\_ Date \_\_\_\_\_

Employee \_\_\_\_\_ Date \_\_\_\_\_

This report has been discussed with me in a conference with my evaluator. My signature on this evaluation does not necessarily signify my agreement with the content of this evaluation. An opportunity has been extended to me to attach comments regarding this evaluation.

Comments attached:    yes                      no

<b>Kings Canyon Unified School District School Nurse Evaluation</b>
---



Nurse:				Date:	
Department/Site:					
Type of Evaluation:	Intern <input type="checkbox"/> (Due by 12/1 & 3/1)	Temporary <input type="checkbox"/> (Due by 12/1 & 3/1)	Probationary 1 <input type="checkbox"/> Probationary 2 <input type="checkbox"/> (Due by 12/1 & 3/1)	Tenured <input type="checkbox"/> (Due by 3/15)	
<b>KCUSD Philosophy: The school nurse evaluation process is designed to foster continuous improvement.</b>					
<b>Performance Rating Scale</b> <i>Exceeds Standard-(Innovating/Integrating)</i> <i>Meets Standard - (Applying/Refining)</i> <i>Progressing Toward Meeting Standard- (Emerging/Developing)</i> <i>Does Not Meet Standard- (Employee is Failing to Meet Standard)</i>					
<b>Objective I: Pupil Progress Towards Expected Achievement</b>					
<input type="checkbox"/> Exceeds Standard <input type="checkbox"/> Meets Standard <input type="checkbox"/> Progressing Toward Meeting Standard <input type="checkbox"/> Does Not Meet Standard					
Objective I Summary:					
<b>Objective II: Professional Techniques and Strategies</b>					
<input type="checkbox"/> Exceeds Standard <input type="checkbox"/> Meets Standard <input type="checkbox"/> Progressing Toward Meeting Standard <input type="checkbox"/> Does Not Meet Standard					
Objective II Summary:					
<b>Objective III: Adherence to Program Objectives</b>					
<input type="checkbox"/> Exceeds Standard <input type="checkbox"/> Meets Standard <input type="checkbox"/> Progressing Toward Meeting Standard <input type="checkbox"/> Does Not Meet Standard					
Objective III Summary:					

**Objective IV: Maintaining Health Office Climate and Operations**

Exceeds Standard    Meets Standard    Progressing Toward Meeting Standard    Does Not Meet Standard

Objective IV Summary:

**Objective V: Professional Duties and Responsibilities**

Exceeds Standard    Meets Standard    Progressing Toward Meeting Standard    Does Not Meet Standard

Objective V Summary:

**References Supporting Evaluation** (reflection, documentation, observation (formal and informal), lesson plans, student work, conferences, conversations, meetings, etc):

**Commendations:**

**Recommendations:**

**Professional Growth Plan:** Indicate below the specific element(s) of the CSTPs that will be the focus of your continued professional improvement.

Employees failing to meet standard in any of the objectives here must submit an Improvement Plan to his/her supervisor.

Signatures    Evaluator \_\_\_\_\_ Date \_\_\_\_\_

Employee \_\_\_\_\_ Date \_\_\_\_\_

This report has been discussed with me in a conference with my evaluator. My signature on this evaluation does not necessarily signify my agreement with the content of this evaluation. An opportunity has been extended to me to attach comments regarding this evaluation.

Comments attached:    yes                      no



**APPENDIX D1**

**INDEPENDENT STUDY TEACHERS  
2021-2022 SALARY SCHEDULE**

Independent Study Teachers Working on a Full-time Continuous Basis					
	RANGE I	RANGE II	RANGE III	RANGE IV	RANGE V
Range I Step 1 of Negotiated Salary Schedule found in Append. D1 (2020-2021 Contract)	Years 1-5	Years 6-10	Years 11-15	Years 16-20	Years 21-25
HOURLY = \$41.02 per hour	Range I Step 1 \$41.02 per hour	Range I Step 1 x 5% = \$43.07 per hour	Range I Step 1 x 10% = \$45.12 per hour	Range I Step 1 x 15% = \$47.17 per hour	Range I Step 1 x 20% = \$49.23 per hour
<p>If the Independent Study Teacher worked for five continuous years prior to 2006-2007 in a full-time capacity, he/she shall be moved to Range II of this schedule beginning in 1998 per Side Letter Agreement.</p>					
<p>Independent Study Teachers who retired from KCUSD following 15 years of service in KCUSD shall be placed on Range II of this salary schedule beginning in 1998, per Side Letter Agreement.</p>					
<p>Effective 11/01/2021</p>					

**Extra Duty Pay Index and Schedule 2021-22**

Appendix E

Index  
\$ 52,355

Activity	No.	Position	Factor	Amount	Total Cost	Sprt Tot	
Football (per High School)	1	Varsity/Head	0.095	\$4,974	\$4,974		
	4	Varsity/Assistant	0.070	\$3,665	\$14,659		
	1	JV/Head	0.075	\$3,927	\$3,927		
	2	JV/Assistant	0.060	\$3,141	\$6,283		
	1	Frosh Soph/Head	0.060	\$3,141	\$3,141		
Basketball (per HS)	2	Frosh Soph/Assistant	0.050	\$2,618	\$5,236	\$38,219	
	2	Varsity/Head	0.080	\$4,188	\$8,377		
	2	Varsity/Assistant	0.065	\$3,403	\$6,806		
	2	JV/Head	0.065	\$3,403	\$6,806		
Volleyball (per HS)	2	Frosh Soph/Head	0.055	\$2,880	\$5,759	\$27,748	
	2	Varsity/Head	0.080	\$4,188	\$8,377		
	2	Varsity/Assistant	0.065	\$3,403	\$6,806		
Water Polo (per HS)	2	JV/Head	0.065	\$3,403	\$6,806		
	2	Frosh Soph/Head	0.055	\$2,880	\$5,759	\$27,748	
Wrestling (per HS)	2	Varsity/Head	0.080	\$4,188	\$8,377		
	1	Varsity/Assistant	0.065	\$3,403	\$6,806	\$15,183	
High School Girls' Wrestling Coach	1	Varsity/Head	0.080	\$4,188	\$4,188		
Soccer (per HS)	2	Varsity/Assistant	0.065	\$3,403	\$3,403	\$7,591	
Baseball (per HS)	2	Varsity/Head	0.080	\$4,188	\$8,377	\$8,377	
	2	Varsity/Assistant	0.065	\$3,403	\$6,806		
	2	JV/Head	0.065	\$3,403	\$6,806		
Badminton (per HS)	2	Frosh/Soph Head	0.055	\$2,880	\$5,759	\$27,748	
	1	Varsity/Head	0.080	\$4,188	\$4,188		
	1	Varsity/Assistant	0.065	\$3,403	\$3,403		
	1	JV/Head	0.065	\$3,403	\$3,403		
Track (per HS)	rev 5/6/02	2	Frosh Soph/Assistant	0.050	\$2,618	\$5,236	\$19,110
Tennis (per HS)	1	Varsity/Head	0.080	\$4,188	\$4,188	\$4,188	
Softball (per HS)	2	Varsity/Head	0.080	\$4,188	\$8,377		
	3	Varsity/Asst	0.065	\$3,403	\$10,209	\$18,586	
	2	Varsity/Head	0.080	\$4,188	\$8,377		
Swimming (per HS)	2	JV/Head	0.065	\$3,403	\$6,806	\$15,183	
	1	Varsity/Head	0.080	\$4,188	\$4,188		
	1	Varsity/Asst	0.065	\$3,403	\$3,403		
	1	JV/Head	0.065	\$3,403	\$3,403		
Diving (per HS)	rev 5/6/02	1	Frosh-Soph/Head	0.055	\$2,880	\$2,880	
Cross Country (per HS)	rev 5/6/02	2	Frosh-Soph/Assistant	0.050	\$2,618	\$5,236	\$19,110
Swimming (per HS)	2	Varsity/Head	0.080	\$4,188	\$8,377		
	2	Varsity/Asst	0.065	\$3,403	\$6,806	\$15,183	
Diving (per HS)	1	Varsity/Asst	0.065	\$3,403	\$3,403	\$3,403	
Golf (per HS)	2	Varsity/Head	0.080	\$4,188	\$8,377	\$8,377	
Athletic Trainer, Yearly	2	Head (per HS)		\$9,116	\$18,232		
Weight Trainer, Season	2	Assistant, (per HS)		\$6,960	\$13,921	\$32,153	
	3	Head (per HS)	0.087	\$4,555	\$13,665	\$13,665	
Athletic Director (OCHS only)	1	Head (OCHS ONLY)	0.095	\$4,974	\$4,974	\$4,974	
Activities Director	2	Head (per HS)	0.095	\$4,974	\$9,947	\$9,947	
Pep Squad (per HS)	1	Head	0.080	\$4,188	\$4,188		
Sports Coord Middle Sch	1	Assistant	0.065	\$3,403	\$3,403	\$7,591	
	1	Head	0.080	\$4,188	\$4,188	\$4,188	
Instl Music/Orchestra (per HS)	1	Head	0.095	\$4,974	\$4,974	\$4,974	
Band Director (per HS)	1	Head	0.095	\$4,974	\$4,974		
Asst Band Director (per HS)	1	1st Asst	0.060	\$3,141	\$3,141		
	1	Assistant	0.080	\$4,188	\$4,188		
	3	2nd Asst	0.060	\$3,141	\$9,424	\$21,727	
Marching Band Aux - Flags	1	High School (per school)	0.045	\$2,356	\$2,356		
Marching Band Aux - Percussion	1	High School (per school)	0.045	\$2,356	\$2,356		
Marching Band Aux - Flags Asst	1	High School (per school)	0.025	\$1,309	\$1,309		
Marching Band Aux - Per. Asst	1	High School (per school)	0.025	\$1,309	\$1,309	\$7,330	
Winter Aux - Flags	1	High School (per school)	0.045	\$2,356	\$2,356		
Winter Aux - Percussion	1	High School (per school)	0.045	\$2,356	\$2,356		
Winter Aux - Flags Asst	1	High School (per school)	0.025	\$1,309	\$1,309		
Winter Aux - Percussion Asst	1	High School (per school)	0.025	\$1,309	\$1,309	\$7,330	
Vocal Music	1	High School (per school)	0.080	\$4,188	\$4,188		
Instrumental Music	5	Middle School	0.030	\$1,571	\$7,853	\$12,042	
	5	Middle School	0.030	\$1,571	\$7,853	\$7,853	
Drama (per HS)	1	HS	0.080	\$4,188	\$4,188	\$4,188	
Forensics (per HS)	1	HS	0.065	\$3,403	\$3,403		
	2	HS Asst	0.050	\$2,618	\$5,236	\$8,639	

Oral Interpretation Coach	15	Per School	0.0132	\$691	\$10,366	\$10,366
Driver Training	1	HS	0.080	\$4,188	\$4,188	\$4,188
Newspaper (per HS)	1	HS	0.060	\$3,141	\$3,141	\$3,141
Yearbook (per HS)	1	HS	0.060	\$3,141	\$3,141	\$3,141
Yearbook (Middle School K-8)	7	Cit/Grant/Nav/Riv/Dun/Reed/Silas	0.025	\$1,309	\$9,162	\$9,162



Memorandum of Understanding  
Between  
Kings Canyon Teachers Association  
And  
Kings Canyon Unified School District

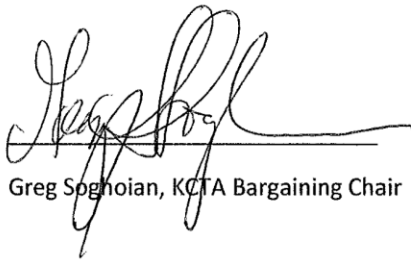
Kings Canyon Unified School District (District) and Kings Canyon Teachers Association (Association) seek to provide flexibility to KC Kids administration and unit members, and agree to change the Collective Bargaining Agreement as detailed below.

Therefore, the District and the Association mutually agree that the following changes must be made to the Collective Bargaining Agreement beginning on July 1, 2014. This Memorandum of Understanding shall be incorporated into the Collective Bargaining Agreement during the next contract negotiations. Until that time all provisions of this memorandum shall remain in full force and effect unless mutually agreed by both parties.

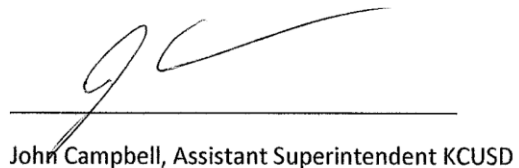
Article 11: Certificated Employee Evaluation

Add B.7. KC Kids Evaluation Procedure

The requirements detailed in Section B notwithstanding, temporary unit members assigned to KC Kids, shall be eligible for an evaluation every other year, once they have been evaluated under the provisions of Section B, Probationary/Temporary Staff Evaluation Procedure for three years. The District and KCTA recognize that due to special funding circumstances, site unit members may remain on temporary status for many years. It is the desire of KCTA and the District to provide for flexibility regarding the frequency of evaluations for these unit members.



Greg Soghoian, KCTA Bargaining Chair



John Campbell, Assistant Superintendent KCUSD



Memorandum of Understanding

Between

Kings Canyon Teachers Association

And

Kings Canyon Unified School District

Kings Canyon Unified School District (District) and Kings Canyon Teachers Association (Association) seek to clarify the duty day times for extended Wednesday schedules and to allow for variable start and end times of the duty day at each school site, and agree to change the Collective Bargaining Agreement as detailed below.

Therefore, the District and the Association mutually agree that the following changes must be made to the Collective Bargaining Agreement beginning on July 1, 2014. This Memorandum of Understanding shall be incorporated into the Collective Bargaining Agreement during the next contract negotiations. Until that time all provisions of this memorandum shall remain in full force and effect unless mutually agreed by both parties.

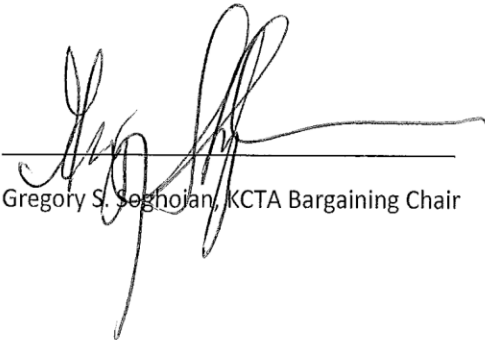
Article 7. Duty Schedules, Section B. Duty Day

**Add 7.B.1.a**

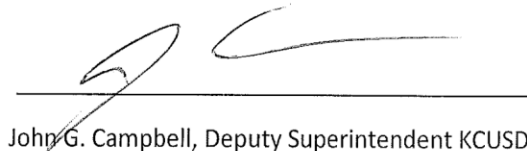
1. At all **District** PLC's and/or trainings on Wednesdays, the end time will be 4:30 p.m. so that all attendees will dismiss at the end of the meeting.

**Add 7.B.1.b**

2. At all **Site** PLC's and/or trainings on Wednesdays, the end time will be adjusted to reflect the start time of each site, providing for an 8.5 hour duty day, including lunch. For example, a site whose duty day begins at 7:50 a.m. shall dismiss at 4:20 p.m. each Wednesday.



\_\_\_\_\_  
Gregory S. Seghonian, KCTA Bargaining Chair



\_\_\_\_\_  
John G. Campbell, Deputy Superintendent KCUSD

**Appendix H**

**MEMORANDUM OF UNDERSTANDING**  
**Between the**  
**KINGS CANYON UNIFIED SCHOOL DISTRICT**  
**And the**  
**KINGS CANYON TEACHERS ASSOCIATION**

**September 29, 2015**

The Kings Canyon Unified School District ("District") and the Kings Canyon Teachers Association ("KCTA") hereby enter into this Memorandum of Understanding as follows:

**WHEREAS**, a shortage currently exists in the number of teacher candidates in Fresno, Madera, Kings and Tulare counties who possess a Preliminary or Clear California Credential; and

**WHEREAS**, this teacher shortage has heightened the competition among local school districts for candidates who are available and credentialed to fill vacant teaching positions in the District; and

**WHEREAS**, because of this teacher shortage, the District has had difficulty recruiting credentialed candidates who are qualified to fill vacant teaching positions; and

**WHEREAS**, the District and KCTA acknowledge that it is in the students' best interests that qualified candidates who possess either a Preliminary or Clear California Credential be recruited for hire by the District; and

**WHEREAS**, the District and KCTA further recognize the need to provide pay incentives in order to effectively recruit credentialed teacher candidates for employment in vacant teaching positions; and

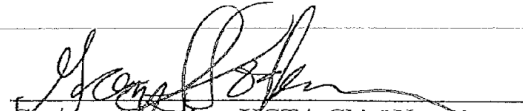
**NOW**, therefore, the District and KCTA agree as follows:

1. The foregoing recitals are true and correct.
2. In furtherance of the goal to recruit credentialed teacher candidates, a "Signing Incentive Program" is hereby established for the 2016-17 and 2017-18 school years only.
3. Teachers who possess a Preliminary or Clear California Teaching Credential and whose first day of paid status in the District as a regular, full-time (non-substitute) certificated employee occurs on the first day of instruction in either the 2016-17 or the 2017-18 school year shall be qualified to participate in the Signing Incentive Program.
4. Any teacher who qualifies for participation in the Signing Incentive Program as determined by the District in accordance with paragraph 3 above and who remains

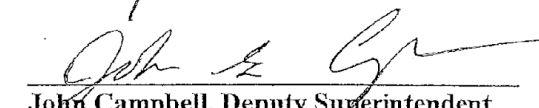
employed by the District as set forth in paragraph 5 below shall receive the following pay incentives:

- a. A payment of \$1000 less applicable taxes and deductions payable with his/her first pay warrant; and
  - b. An additional payment of \$1000 less applicable taxes and deductions payable with the first pay warrant the teacher receives in his/her second year of employment with the District; and
  - c. A final payment of \$1000 less applicable taxes and deductions payable with the first pay warrant the teacher receives in his/her third year of employment with the District.
5. Any teacher who qualifies for participation in the Signing Incentive Program but who thereafter resigns, is non-reelected or is otherwise terminated from District employment shall forfeit his/her eligibility for continued participation in the Program.
6. This MOU shall automatically expire on June 30, 2018 unless the parties negotiate and agree in writing to extend the Signing Incentive Program beyond June 30, 2018.

Dated: 9/29, 2015

  
Gregory Soghoian, KCTA Chief Negotiator

Dated: 9/29, 2015

  
John Campbell, Deputy Superintendent

**Archive Year Round Schools**

**ARTICLE XXI: YEAR ROUND SCHOOL**

**A. WORK YEAR**

1. The duty year for unit members at a year round school shall be 182 duty days with 176 instructional days and six inservice days.
2. At each year round school site, the principal and unit members shall develop a plan for communicating with off track unit members. The site administrator is responsible for implementing the adopted plan.
3. Bargaining unit members assigned to a year round school program shall not be required to attend in-services or meetings during their off-track time.
4. The calendar for a year round school program shall be determined after consultation with affected bargaining unit members and the Association. The calendar shall be devised so that no more than three tracks are on school grounds at one time.
5. Each school site participating in a year round school program shall develop an appropriate plan for proper scheduling of parent conferences, back-to-school nights, open house, etc.

**B. WORK DAY**

1. The length of the instructional day at a site participating in a year round school program shall be adjusted to equal the instructional minutes for 180 instructional days.
2. The instructional minutes for the year round school site must equal the number of instructional minutes the school site had for the year prior to implementing year round school.
3. The total minutes of instruction at a school site participating in a year round school program shall not be increased beyond current practice at that site.

## C. TRANSFER

### 1. Initial Placement

- a. Bargaining unit members wanting to transfer out of a school participating in a year round school program to a school not participating in a year round school program shall follow the procedures in Article X of this Agreement, but, notwithstanding any provision to the contrary in Article X, such bargaining unit members shall be given first consideration for vacancies.
- b. A competent professional staff is an important factor in developing an educational program. Therefore, when staffing a year round school, the following factors of balance shall be considered:
  - (1) preparation and experience of teachers
  - (2) gender ratio
  - (3) permanent/probationary ratio
  - (4) ethnic ratio
  - (5) bilingual abilities
  - (6) years in a particular school
  - (7) exceptional competence in a given teaching methodology
- c. Bargaining unit members participating in a year round school program shall be given an opportunity to indicate first, second, and third choices for track and grade level assignments to the site administrator.
- d. If the site administrator is unable to place a bargaining unit member in his/her first, second, or third track or grade level choice, the administrator shall meet with the unit members involved and hold a lottery to determine the initial track or grade level assignments.

2. After initial placement in a year round school, changes in track assignment, grade level placement, and movement into and out of a year round school program shall follow the procedures in Article X of this Agreement. However, no unit member shall be involuntarily transferred from a traditional program to a year round school program except for reasons of declining enrollment in the traditional program.

## D. EXCHANGE TRACKS

If two bargaining unit members at a school determine that they wish to exchange track assignments for the following school year, they may make a written proposal to that effect to the site administrator prior to April 1. If the administrator determines that the

school's educational needs can be accommodated by the exchange, the proposals shall be approved. The administrator shall respond in writing as soon as practicable, but no later than May 1.

E. EXCHANGE DAYS

1. On-track bargaining unit members may trade duty days with off-track bargaining unit members with prior site-level administrative approval. Bargaining unit members may trade a maximum of 10 duty days during a work year. A Trading Duty Days agreement shall be filed with the site administrator that outlines the responsibilities of the on-track and the off-track bargaining unit member.
2. If an off-track unit member is unable to fulfill his/her obligations under this Agreement, the on-track unit member shall be charged as appropriate for the substitute teacher time.

F. SUBSTITUTES

Bargaining unit members who are off-track at the time shall be permitted to substitute for on-track bargaining unit members. Substitutes shall be called in order from a list constructed by the District giving priority and right of first refusal to off-track unit members expressing a desire to be included on the list. The salary for such assignment shall be at the District's adopted rate of pay for long-term substitutes.

G. LEAVES

1. Unit members assigned to a year round school program may apply for leaves of absence for professional development during the summer months with the approval of the Superintendent (or designee). Such leaves must meet the same criteria outlined in the Sabbatical Leave provision of this Agreement.
2. Bargaining unit members may be eligible for unpaid leaves of absence for up to one session of track assignment. Leave requests must be submitted at least four weeks prior to the first day of the leave.
3. With advance approval by the District, bargaining unit members shall be eligible for differential pay leave of up to five days to provide them with the

opportunity to attend job related workshops and conferences which are scheduled during periods of time when year round school bargaining unit members are on duty and traditional calendar bargaining unit members are on recess.

#### H. PRESERVATION OF BENEFITS

1. Bargaining unit members participating in year round school programs shall not be deprived of any benefits provided by this Agreement or District policy by virtue of assignment to a year round school. Possible benefits shall include, but shall not be limited to, opportunity to serve as a mentor teacher, on District committees, inclusion in SIP activities, professional growth conferences, instructional councils, or any leaves delineated in this Agreement. In addition, bargaining unit members assigned to year round schools shall not be disenfranchised in any District elections, surveys, or questionnaires.
2. At each year round school, the principal and bargaining unit members shall develop a plan for communicating with off-track bargaining unit members. The site administrator shall be responsible for implementing the adopted school plan.

#### I. SUPPORT STAFF

1. Upon mutual agreement between a year round school support staff bargaining unit member (i.e., ESL, RSP, Resource Teacher) and the site principal, said bargaining unit member may work either a school track or "cross-track" duty year.
2. A support staff bargaining unit member shall be guaranteed the option of 20 non duty days that may be taken in blocks of not less than five consecutive days. Scheduling of such blocks shall be by mutual consent of the unit member and the site principal.
3. Working more than 182 duty days shall be voluntary on the part of the support staff unit member and his/her individual contract shall define the number of duty days to be worked and the extended year salary schedule upon which he/she shall be paid. See Appendix D.

4. Support staff unit members shall be credited with one additional sick leave day for each 18 additional days worked.
5. All tracks shall have equal access to support staff.

J. WORKING CONDITIONS

1. Air conditioning and heating shall be provided and maintained in each classroom in a year round school program.
2. In order to accommodate the spatial needs of the bargaining unit members on rotating tracks, bargaining unit members shall be provided at least one portable locking storage cabinet and one 4-drawer filing cabinet. The principal and bargaining unit members shall develop a plan for storage for their school site. Bargaining unit members who share classrooms ("Room Partners") shall develop a Room Partners Agreement for dealing with classroom storage issues. Each bargaining unit member shall keep a copy of this agreement and one copy shall be filed with the principal.
3. The District will provide custodial services to local school sites to move portable storage cabinets, file cabinets, equipment, and furniture. The District will attempt to schedule one work day between each track in the year round school calendar for bargaining unit members to store and move instructional materials.
4. Every reasonable effort shall be made to avoid assigning kindergarten classrooms to other grade levels.
5. Adequate supplies and books shall be available throughout the year.

K. CLASS SIZE

1. Pupils shall be distributed equitably among bargaining unit members assigned to the same grade level and tracks should be reasonably balanced.
2. All students assigned as part of a bargaining unit member's caseload shall be counted for class size purposes for that bargaining unit member regardless of the track the students are assigned.



3. The caseload for resource specialists and other bargaining unit members shall be balanced among tracks and shall not exceed state guidelines for such case loads.

L. SALARIES

1. Pay warrants for unit members in a year round school who are continuing employment with the District from the previous year and who were paid on a 12-month basis shall be issued under the following options:

TRACK B, C, and D

- Option 1: The unit member may continue the traditional contract period of September through August with no change in the number of pay warrants or when they are received.
- Option 2: The unit member may elect to change to a July through June contract period. If this option is chosen, two pay warrants shall be issued for the months of July and August upon entry into the option. The issuing of double warrants will only occur during the first year of implementing this option. If the unit member transfers from Track B, C, or D to Track A, no pay warrant shall be issued for the July pay warrant of the first year on that new contract period. If the unit member transfers from Track B, C, or D to a traditional school, no pay warrant shall be issued for July and August of the first year on that new contract period. If the unit member wishes to return to Option 1, no pay warrant shall be issued for July and August of the first year of the new contract.

TRACK A

- Option 1: The unit member may continue the traditional contract period of September through August with no change in the number of pay warrants or when they are received.
- Option 2: The unit member may elect to change to an August through July contract period. If this option is chosen two pay warrants shall be issued for the month of August upon entry into the option. If the unit member transfers from Track A to a traditional school, no pay warrant shall be issued for August of the first year on that new contract period. If the unit member wishes to return to Option 1, no pay warrant shall be issued for August of the first year on the new contract. If the unit member transfers from Track A to Track B, C, or D, the unit member will have to make a decision relative to the July pay warrant. Upon transferring to Track B, C, or D, the unit member may elect to change to a July through June contract period, but would only receive two pay warrants for the month of July and would be subject to the contract language applying to unit members on Track B, C, and D who select Option 2.

2. Pay warrants shall be issued to unit members who shall indicate their option preference upon entry into Track A, B, C, D who select Option 2.
3. New Employees: Pay warrants for new unit members in year round school will have the same options as in paragraph L.1 with the exception of the opportunity for double warrants.
4. Step and Column Movement: Step and column change shall be effective upon the commencement of the bargaining unit member's work year and subject to filing of appropriate notification and documents. Those bargaining unit members choosing Option 2 for pay warrants must file notification of intent to reclassify no later than March 15 of the preceding school year and provide appropriate verification of units by August 31 of the school year in which the reclassification shall take place.

M. **TERMINATION OF YEAR ROUND SCHOOL**

If the District adopts and implements a year round school and then later decides to eliminate part or all of such program, it shall give reasonable prior notice to the Association.

**Exhibit II**

**Archived Article XIII Salaries: K- Athletic Coaches Summer Stipend**

1. In order to promote participation in co-curricular activities during the summer "off season" the District agrees that beginning with the summer of 1998, High School coaches (including "Walk-Ons") who engage in summer athletic programs with their respective teams will be paid a stipend for the work involved. This agreement promotes student participation during the summer in worthwhile athletic activities, formalizes these activities, provides the coaches and the athletes District insurance coverage and assures that the District contributes to the programs by providing the transportation for the teams during the summer.

2. These services are beyond the normal Summer School teaching responsibilities that are determined by requisitions and Board approval. The stipend shall be a non-indexed, flat rate.
  - a. Either party may request to negotiate the above flat rate stipends for any of the extra duty summer program positions listed in K.6. by providing written notice to the other party by April 30 of any year of the desire to negotiate the flat rate stipends for the following summer.
  - b. The amount of the stipends will be based on the number of hours spent in the activities and the number of athletes involved, but at no time, other than for football, will the total stipend for any one sport for all coaches in that sport exceed \$1,000. Any head coach (or staff) who worked 100 hours or more during the summer program will be paid the \$1,000 stipend. The head coach can divide the \$1,000 stipend among the coaches of that sport. Those coaches working less than 100 hours will be paid at a rate of \$10 per hour. The High School Football Programs will be provided a \$2,000 stipend because of the increased number of athletes involved and the additional hours worked by the coaching staff.
3. Each coach must keep a calendar of his/her activities showing the number of hours worked and the number of athletes involved. This information is to be submitted to the Athletic Director at the end of the summer on a form provided by the Athletic Director. When all sports have reported, checks will be issued to all coaches. If more than one coach is being paid from the total stipend the names and amounts per coach are to be submitted to the Athletic Director.
4. The Athletic Director will submit all forms to the Assistant Principal who will prepare a report for the Superintendent and for the Chief Negotiator for KCTA showing the number of athletes involved with each sport, the number of hours spent by each coach, the total stipend paid to each coach and the total amount of money paid out in Summer Athletic Stipends.
5. This arrangement will remain in effect and will be implemented every summer until or unless otherwise negotiated.
6. Stipends will be provided for the coaches of the following sports programs unless otherwise negotiated:

- |               |            |                 |
|---------------|------------|-----------------|
| a. Football   | f.Soccer   | k.Swimming      |
| b. Basketball | g.Baseball | l.Cross Country |
| c. Volleyball | h.Track    | m.Golf          |
| d. Water Polo | i.Tennis   | n.Badminton     |
| e. Wrestling  | j.Softball | o.Pep Squad     |

**Exhibit III**

**ARTICLE 24: PROGRAM IMPROVEMENT**

Archived Article 24 shall apply only in the context of state or federally mandated program improvement.

At any stage of program improvement, and when individual school sites, or the district participate in any related programs such as HPSGP, SAIT, II/USP, the parties agree that no component of these programs can change working conditions as reflected in the parties' collective bargaining agreement absent mutual agreement.

**A. Professional Development**

When professional development is required for compliance with program improvement or any program improvement grant, such as SB472/AB466, it shall be provided by the district within the contracted work day/work year.

If additional opportunities for the same professional development occur outside the contracted work day/work year, a unit member who attends that professional opportunity outside the work day/work year, shall be compensated at the amount provided in the program or grant providing for such professional development. If the grant or program fails to specify an amount, unit members shall be paid at the

supplemental hourly rate of pay (Step 1 Column 1 of Certificated Salary Schedule divided by 185 days divided by 7 hours).

B. Bargaining Unit Representation

1. Site committees established for the express purpose of program improvement shall include representatives from the bargaining unit, district administration, and when appropriate outside agencies. The number of bargaining unit reps on any site program improvement committee shall be equal to or greater than the number of bargaining unit representatives serving on the school site council for that school. Bargaining unit representatives shall be elected by process consistent with KCTA bylaws.
2. There will be a KCTA Liaison to the Alternative Governance Board (“AG Board”) The KCTA Liaison is not a member of the AG Board; however he/she will actively participate in AG Board meetings. The KCTA Liaison may meet monthly with the Director of Special Projects and Assistant Superintendent, Curriculum & Instruction. In addition the KCTA Liaison shall review AG Board agendas, recommendations and actions will be reviewed to provide an instructional perspective in support of the school improvement process. The KCTA Liaison position is designed to ensure that the Association has input in the Alternative Governance process.

C. Evaluation

The Alternative Governance Board is established to plan and monitor the implementation of school improvement/restructuring plans. The AG Board has no role in certificated employee evaluation and therefore no AG Board member can ever serve as a “designated administrator” for purposes of Article 11.

Certificated employee evaluation shall not be based upon assessments and/or recommendations of a scholastic audit team assigned to the school as a result of Program Improvement, Corrective Action and/or Restructuring, School Assistance and Intervention Team (SAIT) or Alternative Governance Board.

The parties agree that all stakeholders at a school site share the responsibility of meeting API/AYP growth targets. Therefore certificated employee evaluation shall not be based upon the success, or lack thereof, of the site to meet the required API/AYP growth targets.

Kings Canyon Unified School District

Employee Property Registration

Employee Name \_\_\_\_\_

Work Location/School \_\_\_\_\_

Description of personal property \_\_\_\_\_

Make \_\_\_\_\_ Model \_\_\_\_\_

Manufacturer \_\_\_\_\_ Serial No(s) \_\_\_\_\_

Replacement Value (Agreed to by employee and school) \$ \_\_\_\_\_

Is item insured by personal insurance? Yes \_\_\_\_\_ No \_\_\_\_\_

Name of your Insurance Carrier (homeowners/automobile) \_\_\_\_\_

Address

\_\_\_\_\_ Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Policy Number(s) \_\_\_\_\_

Prior written approval of supervisor? Yes \_\_\_\_\_ No \_\_\_\_\_

Length of time property will be at school: From \_\_\_\_\_ to \_\_\_\_\_

Educational purpose for personal property \_\_\_\_\_

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

\*\*\*\*\*

I certify that to the best of my knowledge the information listed above and the date of registration for this personal property is correct.

Principal/Supervisor \_\_\_\_\_ Date \_\_\_\_\_

Kings Canyon Unified School District

Request for Personal Property Reimbursement

Name \_\_\_\_\_ Date \_\_\_\_\_

Work Location \_\_\_\_\_ Assignment \_\_\_\_\_

Describe loss, damage, or destruction of personal property  
(list make, model, and serial number of applicable) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Last known location of above described property \_\_\_\_\_

Date and time of loss, damage, or destruction \_\_\_\_\_

Estimate cost of repair or replacement (attach verifying estimates) \$ \_\_\_\_\_

Name of your Insurance Carrier (homeowners/automobile) \_\_\_\_\_

Address \_\_\_\_\_  
Street City State Zip

Policy Number(s) \_\_\_\_\_

Prior written approval of supervisor? Yes \_\_\_\_\_ No \_\_\_\_\_

I understand that by filing this claim I subrogate to the Kings Canyon Unified School District any right which I may have to recover compensation for any loss, damage, or destruction of the herein described property.

Employee Signature \_\_\_\_\_

Principal/Supervisor Signature \_\_\_\_\_

\*\*\*\*\*

Business Office Use:

Total amount of claim \$ \_\_\_\_\_

Amount Disbursed \$ \_\_\_\_\_

**DRMEMORANDUM OF UNDERSTANDING**  
**Between the**  
**KINGS CANYON UNIFIED SCHOOL DISTRICT**  
**And the**  
**KINGS CANYON TEACHERS ASSOCIATION**

**November 14, 2019**

The Kings Canyon Unified School District ("District") and the Kings Canyon Teachers Association ("KCTA") hereby enter into this Memorandum of Understanding as follows:

**WHEREAS**, Article 2 on "Recognition" as set forth in the 2019-2022 Certificated Contract ("CBA") between the District and KCTA includes a list of the positions comprising the certificated bargaining unit; and

**WHEREAS**, from time to time, changes in the District's instructional program or to the educational services provided by the District necessitate a revision of the list of certificated positions in Article 2; and

**WHEREAS**, the District has established a new certificated position designated as "District Intervention Teacher" to provide targeted assistance for students; and

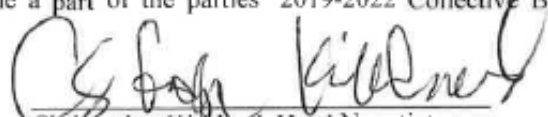
**WHEREAS**, due to a restructuring of educational services, the District has determined that the duties of the now vacant position of Program Coordinator for District Classroom Music Program will not be needed in the future; and

**WHEREAS**, the District and KCTA have discussed revising the list of certificated bargaining unit positions in Article 2 to add the District Intervention Teacher and delete the Program Coordinator for District Classroom Music Program; and

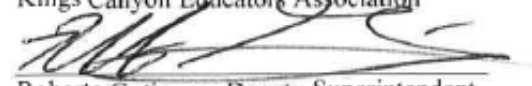
**NOW**, therefore, the District and KCTA agree as follows:

1. The foregoing recitals are true and correct.
2. The position of "District Intervention Teacher" will be included in the list of positions that comprise the certificated bargaining unit as set forth in Article 2 of the parties' current collective bargaining agreement.
3. The position of Program Coordinator for District Classroom Music Program shall be deleted from the list of positions comprising the certificated bargaining unit as set forth in Article 2.
6. Following execution of this MOU by both parties and as part of the next update to parties' CBA, the revisions to Article 2 on Recognition as detailed above shall be incorporated into and become a part of the parties' 2019-2022 Collective Bargaining Agreement.

Dated: November 14, 2019

  
Christopher Kirkland, Head Negotiator  
Kings Canyon Educators Association

Dated: November 14, 2019

  
Roberto Gutierrez, Deputy Superintendent  
Kings Canyon Unified School District



**MEMORANDUM OF UNDERSTANDING**  
**Between the**  
**KINGS CANYON UNIFIED SCHOOL DISTRICT**  
**And the**  
**KINGS CANYON TEACHERS ASSOCIATION**

**November 13, 2019**

The Kings Canyon Unified School District ("District") and the Kings Canyon Teachers Association ("KCTA") hereby enter into this Memorandum of Understanding as follows:

**WHEREAS**, there is a continuing shortage in the number of teacher candidates in Fresno, Madera, Kings and Tulare counties who possess a Preliminary or Clear California Credential; and

**WHEREAS**, this teacher shortage has heightened the competition among local school districts for candidates who are available and credentialed to fill vacant teaching positions in the District; and

**WHEREAS**, because of this teacher shortage, the District has had difficulty recruiting credentialed candidates who are qualified to fill vacant teaching positions; and

**WHEREAS**, the District and KCTA acknowledge that it is in the students' best interests that qualified candidates who possess either a Preliminary or Clear California Credential be recruited for hire by the District; and

**WHEREAS**, as evidenced by their previous Memorandum of Understanding dated September 29, 2015, the District and KCTA recognize the need to provide pay incentives in order to effectively recruit credentialed teacher candidates for employment in vacant teaching positions; and

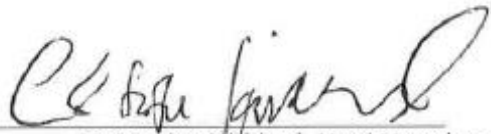
**NOW**, therefore, the District and KCTA agree as follows:

1. The foregoing recitals are true and correct.
2. In furtherance of the goal to recruit credentialed teacher candidates, the "Signing Incentive Program" will continue for the 2019-20, 2020-21 and 2021-22 school years only.
3. Teachers who possess a Preliminary or Clear California Teaching Credential and whose first day of paid status in the District as a regular, full-time (non-substitute) certificated employee occurs on the first day of instruction in either the 2019-20 , 2020-21 or 2021-22 school year shall be qualified to participate in the Signing Incentive Program.
4. Any teacher who qualifies for participation in the Signing Incentive Program as determined by the District in accordance with paragraph 3 above and who remains employed by the District as set forth in paragraph 5 below shall receive the following pay incentives:

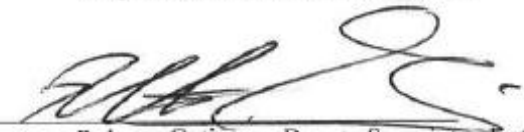
Appendix L1

- a. A payment of \$1,000.00 less applicable taxes and deductions payable with his/her first pay warrant; and
  - b. An additional payment of \$1,000.00 less applicable taxes and deductions payable with the first pay warrant the teacher receives in his/her second year of employment with the District; and
  - c. A final payment of \$1000.00 less applicable taxes and deductions payable with the first pay warrant the teacher receives in his/her third year of employment with the District.
5. Any teacher who qualifies for participation in the Signing Incentive Program but who thereafter resigns, is non-re-elected or is otherwise terminated from District employment shall forfeit his/her eligibility for continued participation in the Program.
  6. This MOU shall automatically expire on June 30, 2022 unless the parties negotiate and agree in writing to extend the Signing Incentive Program beyond June 30, 2022.

Dated: November 14, 2019

  
Christopher Kirkland, Head Negotiator  
Kings Canyon Educators Association

Dated: November 14, 2019

  
Roberto Gutierrez, Deputy Superintendent  
Kings Canyon Unified School District

## KCUSD SPEECH THERAPIST SALARY SCHEDULE 2021-22

190 Days

Yrs	Range AA	Range I +30 Units	Range II +45 Units	Range III +60 Units	Range IV +75 Units
1	\$56,768	\$60,482	\$62,599	\$64,790	\$67,058
2		\$62,599	\$64,790	\$67,058	\$69,405
3		\$64,790	\$67,058	\$69,405	\$71,834
4		\$67,058	\$69,405	\$71,834	\$74,348
5		\$69,405	\$71,834	\$74,348	\$76,951
6		\$71,834	\$74,348	\$76,951	\$79,644
7		\$74,348	\$76,951	\$79,644	\$82,431
8		\$76,951	\$79,644	\$82,431	\$85,316
9		\$79,644	\$82,431	\$85,316	\$88,302
10			\$85,316	\$88,302	\$91,393
11				\$91,393	\$94,592
12				\$94,592	\$97,903
13				\$97,903	\$101,329
14					\$104,876
17					\$108,546
20					\$112,345
23					\$116,278

- Master Stipend (Ranges I-IV) \$1,649
- Doctorate Stipend (Ranges I-IV) \$1,649