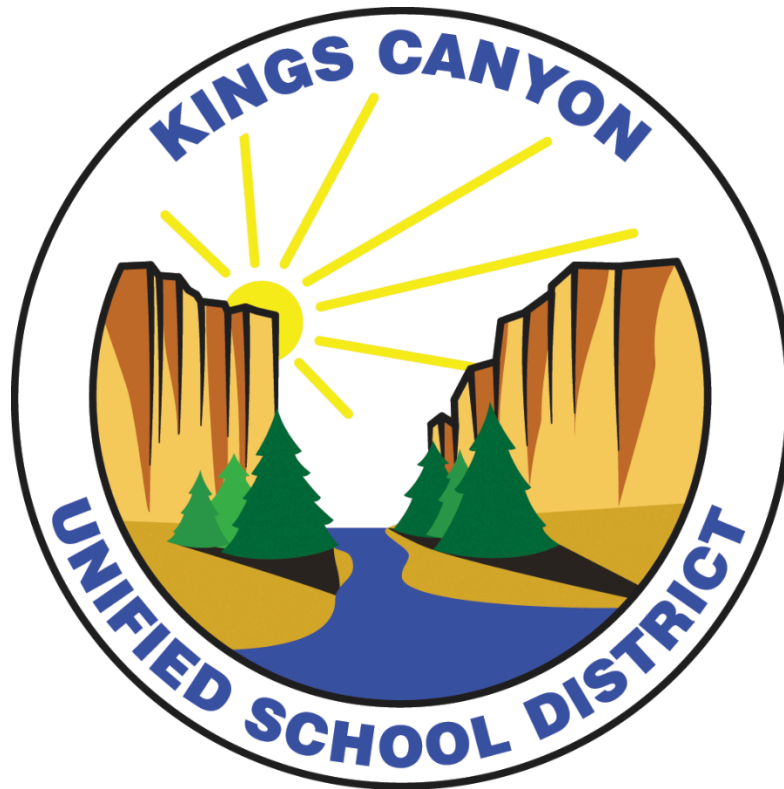


Certificated Contract



Effective July 1, 2022 through June 30, 2025

Updated 7/2024

TABLE OF CONTENTS

ARTICLE 1	TERMS AND CONDITIONS OF AGREEMENT.....	4
ARTICLE 2	RECOGNITION	4
ARTICLE 3	NEGOTIATION PROCEDURES.....	5
ARTICLE 4	ASSOCIATION RIGHTS	6
ARTICLE 5	GRIEVANCE.....	8
ARTICLE 6	NEW SCHOOL STAFFING PROCEDURE.....	12
ARTICLE 7	DUTY SCHEDULES.....	13
ARTICLE 8	LEAVES.....	21
ARTICLE 9	CLASS SIZE.....	33
ARTICLE 10	TRANSFERS AND REASSIGNMENTS.....	37
ARTICLE 11	CERTIFICATED EMPLOYEE EVALUATION.....	45
ARTICLE 12	EMPLOYEE BENEFITS.....	51
ARTICLE 13	SALARIES.....	56
ARTICLE 14	TEACHER TRAVEL.....	65
ARTICLE 15	SCHOOL CALENDAR.....	66
ARTICLE 16	DISTRICT AND MANAGEMENT RIGHTS.....	67
ARTICLE 17	SAVINGS.....	68
ARTICLE 18	SAFETY.....	69
ARTICLE 19	TEMPORARY TEACHERS.....	70
ARTICLE 20	PEER ASSISTANCE AND REVIEW PROGRAM.....	71
ARTICLE 21	REOPENING OF NEGOTIATIONS.....	77
ARTICLE 22	JOB SHARING.....	78
ARTICLE 23	NEW SCHOOL STAFFING PROCEDURE.....	80
ARTICLE 24	PROGRAM IMPROVEMENT.....	82
APPENDIX "A"	Grievance Processing Form.....	83
APPENDIX "B"	California Standards For Teachers.....	85
APPENDIX "C"	Certificated Teacher Evaluation.....	86
APPENDIX "D"	Instructional Coach Evaluation	90
APPENDIX "E"	School Nurse Evaluation Objectives.....	92

APPENDIX F	School Nurse Evaluation Form.....	93
APPENDIX G	2022-2025 Certificated Salary Schedules.....	95
APPENDIX H	2022-2025 Independent Study Teachers Salary Schedule..	96
APPENDIX I	Speech Therapist Salary Schedule.....	97
APPENDIX J	Extra Duty Pay Index Schedule.....	98
APPENDIX K	Employee Property Registration.....	100
APPENDIX L	Request for Personal Property Reimbursement.....	101
APPENDIX M1	Memorandum of Understanding-KC Kids	102

ARTICLE 1: TERMS AND CONDITIONS OF AGREEMENT

- 1.1. This is an agreement made and entered effective as of July 1 2022 and is a three-year agreement through June 30, 2025 between the Kings Canyon Unified School District ("District") and the Kings Canyon Teachers Association/CTA/NEA ("Association").
- 1.2. For the 2023-2024 school years, the parties may reopen salary, health and welfare and two other articles each. The Parties mutually agree that the 2022-2025 contract shall remain closed for the 2024-2025 school year and shall be subject to reopener negotiations as set forth in this article. The Parties will begin negotiations for a successor contract effective with the start of the 2025-2026 school year.
- 1.3. Negotiations may be reopened on proposed changes in this Agreement at any time by mutual consent of the Parties.
- 1.4. The term of this Agreement extends through June 30, 2025; 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

- 2.1. 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:
 - 2.1.1. Teacher
 - 2.1.2. Nurse
 - 2.1.3. Program Coordinator (GATE, Migrant)
 - 2.1.4. Resource Specialist Teacher
 - 2.1.5. Speech and Language Specialist
 - 2.1.6. Special Day Class Teacher
 - 2.1.7. Independent Study Teacher
 - 2.1.8. Adult School Teacher
 - 2.1.9. Instructional Coach

2.1.10. Intervention Teacher

ARTICLE 3: NEGOTIATION PROCEDURES

- 3.1 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.
- 3.2 Either party may utilize the services of outside consultants to assist in the negotiations.
- 3.3 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.
- 3.4 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 with the understanding that agreement with scheduling afternoon negotiations session(s) shall not be unreasonably withheld by either party. The District shall provide a substitute for each member of the Kings Canyon Teachers' Association bargaining team as needed.
- 3.5 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.
- 3.6 The District shall, subject to availability, furnish to the Association President upon request and free of charge one hard copy and one electronic copy:
 - 3.6.1. The annual audit and the annual unaudited actual report
 - 3.6.2. The complete Annual Budget document as adopted by the Governing Board for submission to the Fresno County Superintendent of Schools
 - 3.6.3. The Interim Reports
 - 3.6.4. 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

- 3.6.5. Additions to or deletions from the bargaining unit as they occur
- 3.6.6. Any other documents necessary for the Association to fulfill its responsibilities as exclusive representative for the bargaining unit
- 3.6.7. Documents shall be provided to the Association in a timely manner

ARTICLE 4: ASSOCIATION RIGHTS

- 4.1. 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.
- 4.2. 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.
- 4.3. 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.

- 4.4. 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.
- 4.5. 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.
- 4.6. Nothing herein shall be deemed to permit the posting or distribution of defamatory or obscene materials.
- 4.7. Board packets shall be sent to the officers of the Association prior to each meeting of the District Board of Trustees.

ARTICLE 5: GRIEVANCE

5.1. PURPOSE

5.1.1. 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.

5.2. DEFINITIONS

5.2.1. 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.

5.2.2. 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.

5.2.3. 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.

5.2.4. Day: A "day" is any day during which the District office is open for business.

5.3. INFORMAL CONSULTATION WITH IMMEDIATE SUPERVISOR

5.3.1. 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.

5.4. FORMAL PROCEDURE

5.4.1. 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 10 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.

5.4.2. 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.

5.4.3. 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.

5.5. TIME LIMITS

- 5.5.1. Time limits at each level shall begin the day following receipt of the grievance, grievance appeal or written disposition.

5.5.2. 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.

5.6. RIGHT OF REPRESENTATION

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

5.7. NO REPRISALS

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

5.8. MISCELLANEOUS

5.8.1. 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.

5.8.2. 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.

5.8.3. 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.

5.8.4. 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

- 6.1 Hiring Procedures: There will be no limit on the number of teachers who may leave any given school site.
- 6.2 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 (Subsection 10.3.1.) and filled in accordance with (Subsection 10.4).
 - 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 (Subsection 10.3.1.) and filled in accordance with (Subsection 10.4).
 - 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 (Subsection 10.3.1.) and filled in accordance with (Subsection 10.4).
 - 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 (Subsection 10.4).
 - E. Phase V – Internal/External Applicants
Vacancies remaining after Phase IV shall be posted in accordance with Article 10, Section C.1. (Subsection 10.3.1) and filled in accordance with Subsection 10.5 (Internal) and Subsection 10.4.7 (External).
- 6.3 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.

- 6.4 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

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

7.2. **DUTY DAY**

- 7.2.1. On every weekday except Wednesdays, the work day for full-time unit members shall be 7.5 hours, 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 be 8.5 hours, 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.
 - a. The District and the Association shall each have the right to appoint five (5) members to the Committee.
 - b. The Assistant Superintendents of Curriculum and Instruction shall be in charge of setting the Committee's meeting schedule.

- 7.2.2. 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 the regular schedule as possible without jeopardizing their physical safety.

- 7.2.3. 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.
- 7.2.4. 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.

- 7.2.5. Relief Period: Every member of the bargaining unit shall be entitled to at least one fifteen (15) minute duty free period during each school day.
- 7.2.6. Except as stated above and as set forth in sections 7.2.7 and 7.3 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.
- 7.2.7. 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.

- 7.2.8. 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.
- 7.2.9. 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.
- 7.2.10. 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.

7.3. PREPARATION TIME

- 7.3.1. 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 a 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.
- 7.3.2. 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.

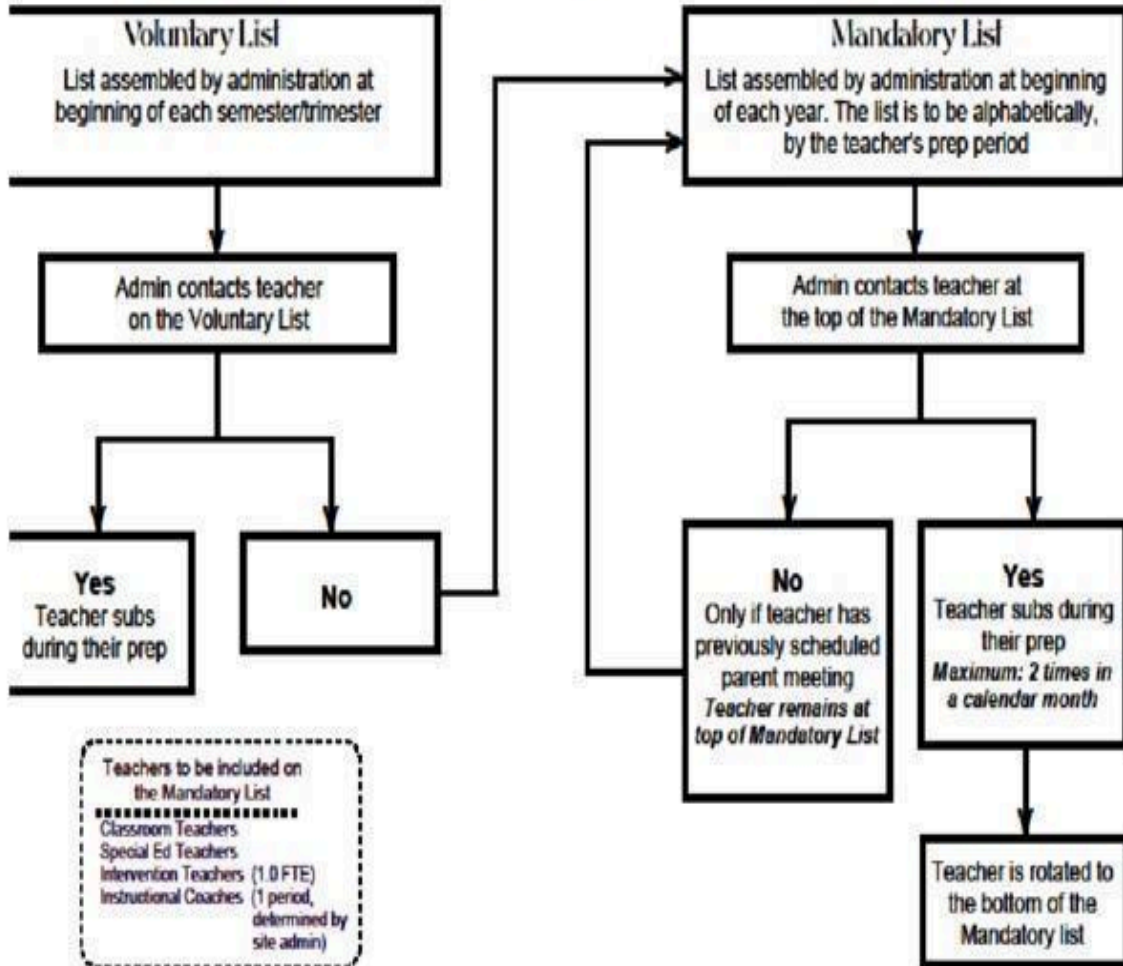
- B. The District shall utilize the established Voluntary Coverage List and request coverage as soon as the need is identified. When coverage is needed for a particular period in the school day, those unit members on the Voluntary Coverage List who have a prep period, or unassigned time during that same 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 Range 2, Year 3. The daily sub rate shall be divided evenly among teachers who receive deployed students.
 - F. The parties agree that it is in the students' 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.
- 7.3.3. 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.

- 7.3.4. Any teacher who accepts an offer to teach a class during his/her preparation period shall be paid at the rate of one-seventh (1/7th) 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 8.10] 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)
- 7.3.5. 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 Section 7.3.3 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



7.3.6. 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.

7.4. TEACHING ASSIGNMENT WITH CO-CURRICULAR RESPONSIBILITIES

7.4.1. Band and Vocal Music Teachers shall participate in extracurricular activities that support the Band/Vocal Music Program.

7.4.2. 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.

7.5. ZERO PERIOD OR EIGHTH PERIOD TEACHING ASSIGNMENTS

7.5.1. 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 8th period class. The District may offer the opportunity to teach either the zero period or 8th 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.

7.5.2. Any teacher who accepts an offer to teach a zero period or 8th period class shall:

- A. Be paid at the rate of one-seventh (1/7th) 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 8.10] 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

- 8.1. 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.

8.2. SICK LEAVE

- 8.2.1. 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.
- 8.2.2. 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.
- 8.2.3. 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.
- 8.2.4. Total sick leave earned in any one year shall be calculated to the nearest one half of a day.

8.3. PERSONAL NECESSITY

8.3.1. 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 8.9.
- B. To perform duties associated with being the executor, trustee, or co-trustee of a will or trust.
- C. Serious accident involving the unit member's person or property, or the person or property of a member of his/her immediate family. Serious accidents include unforeseen emergencies involving potential harm to person or property.
- D. Illness of a member of the unit member's immediate family.
- E. 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).
- F. 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.
- G. Urgent personal business, e.g. "personal" or "family" issues requiring the unit member's attention and not covered in subsections 8.3.1. A through G, not to exceed seven (7) days per year. However, in no event may a unit member use these seven (7) days of urgent personal business for vacation, recreational activities, or to participate in a work stoppage; or on any non-instructional duty day. If the District suspects abuse of leave, a representative of the Association and the Superintendent's designee will evaluate the request.

8.3.2. Up to five (5) days of the ten (10) Personal Necessity Leave provided in section 8.3.1. of this Article per year may be used in any school year by a bargaining unit member who is the parent, foster parent, legal guardian, or grandparent to attend a

school related activity (i.e., field trip, award ceremony, etc.) of their child/foster child/grandchild/legal ward.

- 8.3.3. A unit member's application for use of Personal Necessity Leave under subsections 8.3.1. (F), (G), and paragraph 1 of (H) 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 subsection 8.3.1. 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.
- 8.3.4. 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.
- 8.3.5. These days may only be used for full day or half day absences.

8.4. LEAVE FOR PERSONAL HEALTH

- 8.4.1. 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.

8.5. PERSONAL LEAVE OF ABSENCE

- 8.5.1. 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.

8.6. UNAUTHORIZED LEAVE

- 8.6.1. 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.

8.6.2.

8.7. MATERNITY LEAVE

8.7.1. 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.

8.7.2. 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.

8.8. PARENTAL BONDING LEAVE AND UNPAID PARENTAL LEAVE

8.8.1. Parental Bonding Leave: Effective January 1, 2017, to be entitled to up to 12 work weeks 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 work weeks of the leave set forth in Section J of California Family Rights Act (CFRA); Government Code section 12945.2) concurrently with the unpaid CFRA leave entitlement and Family

Care Leave. Such Leave shall be paid as set forth in Section J.1 of California Family Rights Act (CFRA); Government Code section 12945.2).

- C. For purposes of this paid parental bonding leave only, all sick leave and accumulated sick leave per Subsection 8.2. shall be used and exhausted before the leave provided in Section J of the California Family Rights Act (CFRA); Government Code section 12945.2 may be utilized. The 12 work weeks shall be reduced by any sick leave, including accumulated sick leave, taken during a period of parental bonding pursuant to California Family Rights Act (CFRA).
- D. A unit member shall not be provided more than one 12 work week 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 Subsection 8.8. 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 work weeks 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.

8.8.2. 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.

8.9. BEREAVEMENT LEAVE

8.9.1. Upon the death of any of the employee's immediate family, each unit member shall be allowed up to five (5) days of bereavement leave without loss of pay.

8.9.2. A unit member shall be allowed up to two (2) days 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, first cousin, or great-grandparent.

8.10. EXTENDED ILLNESS LEAVE

8.10.1. 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. That 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.

8.10.2. 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.

8.10.3. 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.

8.10.4. 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.

8.10.5. The differential pay leave provided for in Subsection 8.10.1. above does not accrue from year to year.

8.11. INDUSTRIAL ACCIDENT AND ILLNESS LEAVE

- 8.11.1. 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.
- 8.11.2. 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.
- 8.11.3. Allowable leave shall not be accumulated from year to year.
- 8.11.4. Industrial accident or illness leave shall commence on the first day of absence.
- 8.11.5. 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.
- 8.11.6. Industrial accident or illness leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award.
- 8.11.7. 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.
- 8.11.8. 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.
- 8.11.9. 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.

8.11.10. 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.

8.12. JURY DUTY

8.12.1. 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.

8.12.2. There shall be no loss in salary, provided salaries received by the unit member for such service are paid to the District.

8.13. SABBATICAL LEAVE

8.13.1. 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.

- 8.13.2. 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.

- 8.13.3. 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.

- 8.13.4. 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.

- 8.13.5. 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.

8.13.6. Applications: Applications shall be submitted by May 1, prior to the school year in which the proposed leave is to begin.

8.13.7. 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.

8.14. ASSOCIATION LEAVE

8.14.1. 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.

8.15. VERIFICATION OF ABSENCES

8.15.1. 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:

A. Statement of the unit member

- B. Statement of the unit member's supervisor
- C. 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.

8.16. FAMILY AND MEDICAL LEAVE

- 8.16.1. 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.
- 8.16.2. 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.
- 8.16.3. 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.
- 8.16.4. 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."

8.16.5. Length of leave may not exceed twelve (12) calendar weeks.

8.16.6. Job protection: Unit members must be restored to their original or equivalent position with equivalent pay, benefits, and other employment terms.

8.17. MILITARY LEAVE

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

ARTICLE 9: CLASS SIZE

9.1. LCFF/K-3 CLASS-SIZE REDUCTION

9.1.1. 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.

9.2. CLASS SIZE BY ELEMENTARY GRADE LEVELS

- 9.2.1. Kindergarten Progress to average class size of 26 students per school site as stated in Subsection 9.1.1. 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.
- 9.2.2. Grades 1 – 3 Progress to average class size of 26 students per school site as stated in Subsection 9.1.1. 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.
- 9.2.3. Grades 4 – 6 Every reasonable effort will be made to limit class size to 32 students or, if combination class, then 30 students.

9.3. OVERAGE-AIDE

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

- 9.3.1. 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.
- 9.3.2. To any Kindergarten through 3rd 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.
- 9.3.3. At grades 4, 5 and 6, the District will provide instructional aide time:
 - A. To any combination classes at the 4th through 6th grade levels containing 31 or more students.

B. To any 4th, 5th or 6th grade class containing 33 or more students.

9.3.4. For 4th, 5th or 6th grade classes the following procedures shall apply:

A. The District shall balance the 4th, 5th and 6th 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.

9.3.5. 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.

- 9.3.6. 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.
- 9.3.7. 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.
- 9.3.8. The District shall, upon request, provide the Association with a statement of class enrollments for the previous month.

ARTICLE 10: TRANSFERS AND REASSIGNMENTS

10.1. DEFINITIONS

- 10.1.1. A transfer refers to a change of assignment from one school to another.
- 10.1.2. 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.

10.2. ASSIGNMENT CHANGES TO FILL OPENINGS WITHIN SAME SCHOOL SITE

- 10.2.1. No vacancy arises until after internal movement is complete at a particular site.
- 10.2.2. 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.
- 10.2.3. 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.
- 10.2.4. 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.
- 10.2.5. 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.

10.3. POSTING OF TEACHING VACANCIES

- 10.3.1. 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.
- 10.3.2. At the same time that the District posts vacancies as required by Subsection 10.3.1. by the District may also advertise the vacancy externally to potential outside candidates.

- 10.3.3. 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.

10.4. VOLUNTARY TRANSFER OR REASSIGNMENT

- 10.4.1. 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.
- 10.4.2. Written requests for transfer or reassignment may be submitted at any time during the District's regular office hours.
- 10.4.3. 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.
- 10.4.4. No vacancy shall be filled until after the closing date for applications as specified on the notice of vacancy.
- 10.4.5. 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 Subsection 10.5.3. 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.
- 10.4.6. 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.

10.4.7. Notwithstanding Subsection 10.4.6. 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.

10.4.8. 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.

10.5. INVOLUNTARY TRANSFER OR REASSIGNMENT

10.5.1. 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.

10.5.2. Involuntary Transfer/Reassignment Process in the Departmentalized Instructional Setting. The District may fill a high school/departmentalized teaching vacancy of less than one full-time equivalent by involuntary reassignment without posting pursuant to Subsection 10.3. or complying with Subsection 10.4. above.

10.5.3. 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.

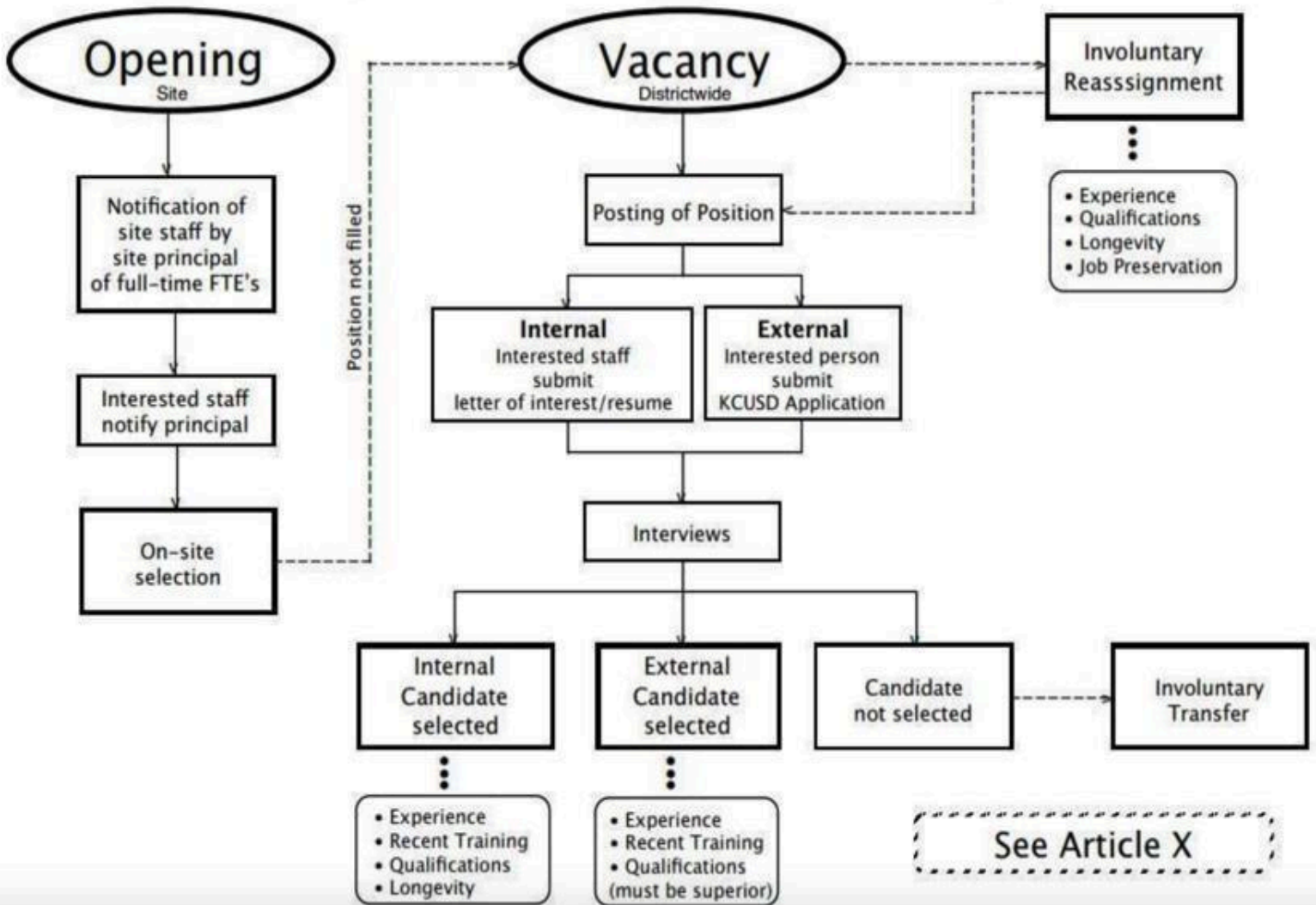
- a. At K-5 schools, the grade level pools shall be K-2 and 3- 5.
- b. At the middle schools, the grade level pool shall be 6-8.
- c. At K-8 schools, the grade level pools shall be K-3 and 4- 8.
- d. At the high schools, the grade level pool shall be 9-12.
- e. Instructional Coaches are not part of any school site grade level pool and shall be treated like any other teacher when involuntarily reassigned back to the classroom.
- f. 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.

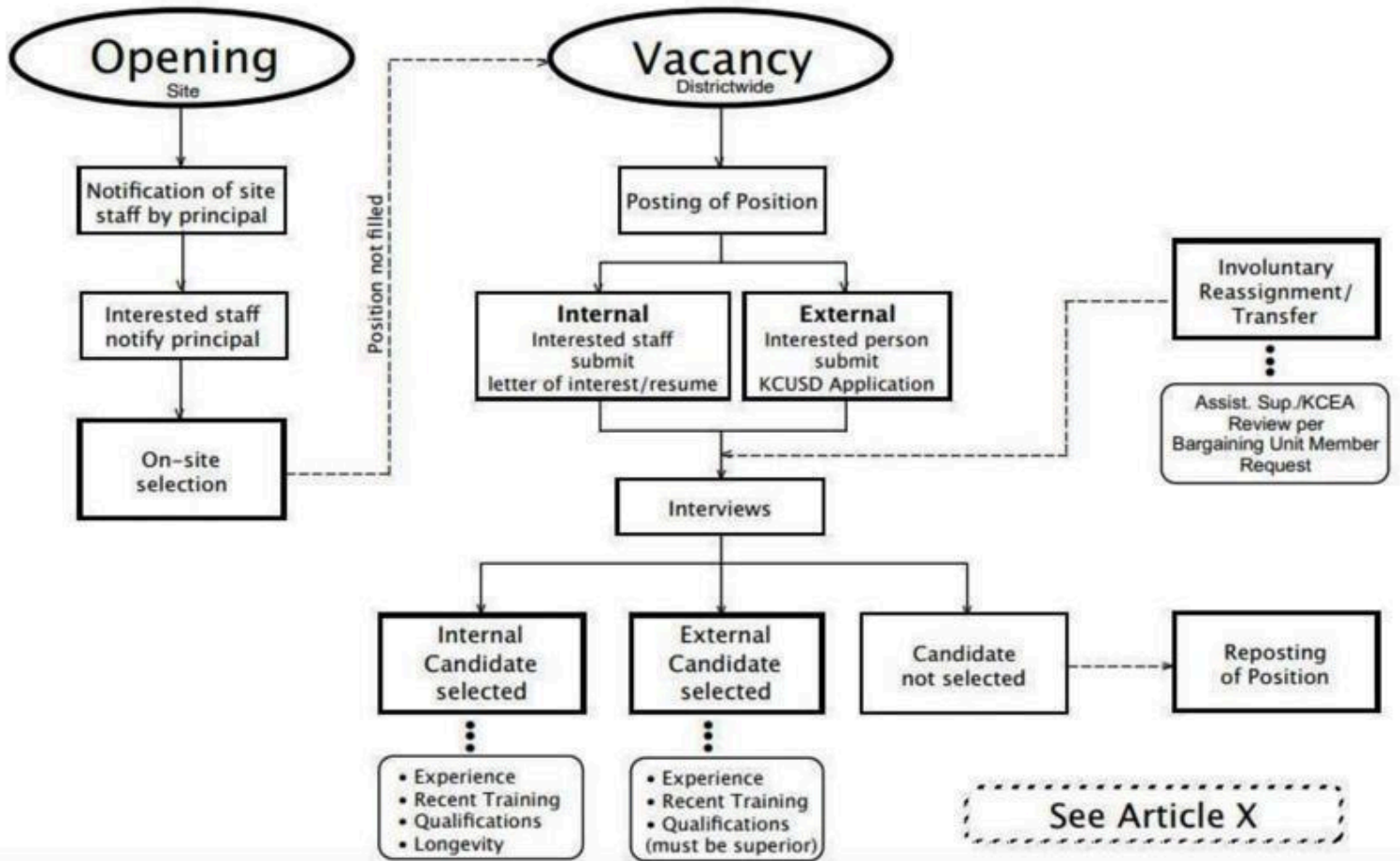
C. The District shall determine the assignment of a unit member who is being involuntarily transferred under this section because of declining enrollment or the elimination of services before granting any voluntary requests for transfers/reassignments. In the event a new school is added to the District, this provision (Article 10, Subsection 10.4.6.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.

D. 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



ARTICLE 11: CERTIFICATED EMPLOYEE EVALUATION

11.1. GENERAL

- 11.1.1. 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.
- 11.1.2. Unit member evaluations shall be based on the criteria listed in the California Standards for the Teaching Profession (Appendix B) or the Evaluation Objectives for School Nurses (Appendix E) utilizing the Certificated Teacher Evaluation, (Appendix C) the Instructional Coach Evaluation (Appendix D) or the School Nurse Evaluation (Appendix F).
- 11.1.3. The Principal or other designated Administrator shall be responsible for evaluation of unit members.

11.2. PROBATIONARY / TEMPORARY STAFF EVALUATION PROCEDURE

- 11.2.1. The first formal evaluation utilizing the adopted evaluation report form shall be completed and forwarded to the District Office on or before December 1.
- 11.2.2. The second formal evaluation utilizing the adopted evaluation report form shall be completed and forwarded to the District Office on or before March 1.
- 11.2.3. 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.
- 11.2.4. 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.

11.2.5. 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.

11.2.6. 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.

11.2.7. K. C. Kids Evaluation Procedure: The requirements detailed in Subsection 11.2 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 Subsection 11.2, 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.

11.3. PERMANENT STAFF EVALUATION PROCEDURE

11.3.1. 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 15th.

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.

- 11.3.2. 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.
 - E. Unit members shall be given as much advance notice as is reasonable for the formal observation.
- 11.3.3. 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.
- 11.3.4. 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.
- 11.3.5. Agreement to Collaborate on Use of Performance Deficiency Ombudsperson. Whenever an evaluation conducted pursuant to Subsection 11.3.1.A. or 11.3.1.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.

11.4. ADDITIONAL PROVISIONS

- 11.4.1. 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.
- 11.4.2. Unit members shall not be required to participate in the evaluation or observation of other unit members.
- 11.4.3. 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.

11.5. PERSONNEL FILES

- 11.5.1. Official personnel files shall be kept in the District Office.
- 11.5.2. 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.
- 11.5.3. Unit members shall have the right to obtain a copy of personnel file materials upon request.
- 11.5.4. 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.

- 11.5.5. 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.
- 11.5.6. 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.
- 11.5.7. 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.

11.5.8. 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

12.1. HEALTH AND WELFARE BENEFITS

12.1.1. Effective October 1, 2024, the District's maximum annual contribution toward the cost of health and welfare insurance shall be increased to \$16,748.36 per year per full time equivalent, e.g. 0.51 F.T.E., except as stated in Article 22 Sub-section 22.4

12.1.2. 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 August and continuing through June.

12.1.3. 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.

12.1.4. 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 caseload 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 caseload of 20 ADA per school month.

- 12.1.5. 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 Subsection 12.1.1. 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 Subsection 12.1.2. (above).
- 12.1.6. 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 Subsection 12.1.1 (above) through the following September 30th .
- 12.1.7. 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 Subsection 12.1.1 (above) through the month in which the employee terminates plus one additional month.
- 12.1.8. 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 Subsection 12.1.1 (above) under the following conditions:
- A. The District shall pay the monthly premium, in the amount stated in Subsection 12.1.1 (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.

12.2. HEALTH AND WELFARE BENEFITS FOR RETIRED EMPLOYEES

- 12.2.1. A retiring unit member who has attained the age of 55 but is not eligible for the benefits contained in Subsection 12.2.2. (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.
- 12.2.2. 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 Subsection 12.1.5. (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 12.2.2.A. (above) the District shall contribute a maximum of \$275.00 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 Subsection 12.2.2.A (above) and this Subsection 12.2.2.B. (above).

- 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.
- D. Effective as of July 1, 2024, following the nine year of extended coverage as described in section 12.2.2A-C, a unit member who has retired and elected to enroll in the District's Medicare supplemental insurance plan my file and application for continued insurance coverage starting in the 2024-2025 school year. The application must be completed and submitted along with the balance for the coverage for the amount cost on or before September 1 of each year. The open enrollment period of re each year shall be between August 15 and September 1. Any retiree who fails to enroll during the open enrollment period and/or fails to pay the complete balance of the annual coverage by September 1 of each year shall not be eligible for coverage for that year and will not be eligible to re-enroll for coverage in any subsequent year.

12.3. EARLY NOTIFICATION RETIREMENT INCENTIVE PROGRAM

- 12.3.1. 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 1st 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.

12.4. MISCELLANEOUS

12.4.1. 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 30th 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

Effective as of the date of ratification by both parties, increase the Certificated Salary Schedule, i.e., Exhibit A, and Appendix D1, i.e., the KCTA-Extra Duty Pay Index and Schedule by 1.0%

13.1. SALARY SCHEDULES

13.1.1. For the 2023-24 School Year: Appendix G, i.e. the current Certificated Salary Schedule; Appendix H, i.e. the current Independent Study Teachers Salary Schedule; and the current Appendix J, i.e. the KCTA-Extra Duty Pay Index and Schedule, shall be increased by 7.95% with retroactive payment from July 1, 2023 for all employees employed as of July 1, 2023 and still employed as of the date the Parties signed this tentative agreement.

13.1.2. For the 2024-2025 school year, the parties agree to increase the Certificated Salary Schedule, i.e., Exhibit A, Appendix D1, i.e., the KCTA-Extra Duty Pay Index and Schedule equal to the COLA percentage applied to the district's base grant. If COLA applied to the district's base grant as a result of the adopted budget in June or July 2024 is one percent (1%) or more greater than the Governor's projected budget at the 2024 May Revise or if there is a change in the LCFF funding formula, the Parties agree to meet and negotiate the ongoing increase to the salary schedule. In the event that the COLA percentage applied to the district's base grant is less than or equal to zero percent (0%), the Parties agree to salary increase to the Certificated Salary Schedule, i.e., Exhibit A, and Appendix D1, i.e., the KCTA-Extra Duty Pay Index and Schedule to one percent (1%).

13.2. BEGINNING TEACHER SUPPORT AND ASSESSMENT STIPEND

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

13.3. BILINGUAL STIPENDS

13.3.1. 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.

13.3.2. 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:

<u>CREDENTIAL/CERTIFICATE</u>	<u>INCENTIVE STIPEND</u>
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

13.3.3 The stipends set forth in Subsection 13.3.2 (above) are separate and may not be combined.

13.4. SALARY SCHEDULE CLASSIFICATIONS

13.4.1. Classifications (columns) appearing on the basic certificated salary schedule (Appendix G) 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

- 13.4.2. All units are semester units of credit. Quarter units will be converted utilizing two-thirds equivalency.

13.5. SALARY PLACEMENT / ADVANCEMENT

- 13.5.1. Teachers new to the District without previous experience shall be placed on Step 1 of the salary schedule.

13.5.2. 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 Subsection 13.5.6 (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.

- 13.5.3. 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.

- 13.5.4. 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 Subsections 13.1.1. through 13.1.4., (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 Subsection 13.7.3.
- 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.

- 13.5.5. 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.
- 13.5.6. 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.
- 13.5.7. 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.

13.6. MILITARY SERVICE

- 13.6.1. 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.

13.7. ADVANCEMENT IN CLASSIFICATION

- 13.7.1. 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.
- 13.7.2. Bargaining unit members whose classification is based on academic units and degrees must have earned those credits in an accredited college or university.
- 13.7.3. 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.

13.8. OTHER CERTIFICATED SALARIES WITH RATIO FACTOR

13.8.1. 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:

A.

Classification	Regular Duty Days	Factor
Special Ed. - Resources Specialist	185	1.10
Special Ed. - Special Day Class	185	1.10
Speech & Language Pathologists	190	1.10

13.9. SALARY PAYMENT ALTERNATIVES

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

13.9.2. 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.

13.9.3. 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.

13.10. INDEPENDENT STUDY TEACHERS' SALARY SCHEDULE

13.10.1. 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, Subsection 12.1.2.) beginning with the next month subsequent to ratification of the Appendix N in the 1998-99 contract (See Appendix H), 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 H) 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, Subsection 13.10.1.A.), 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 (Missing from independent study salary schedule (Appendix H–formatted contract) 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.

13.11. ATHLETIC COACHES' SUMMER STIPENDS

- 13.11.1. For the 2024-2025 school year and for every school year thereafter, the district shall fund summer coaching stipends as identified in Appendix J for all varsity programs at \$1,350 each. However, funding for all the summer coaching stipends identified on Appendix J will be mandatory only when the statewide funded COLA for the district is 3% or more.
- 13.11.2. 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.

13.11.3. 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.

13.12. ANNUAL WELLNESS INCENTIVE PROGRAM

13.12.1. The annual Wellness Incentive Program set forth below shall be effective beginning in the 2015-16 school year and thereafter.

13.12.2. 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).

13.12.3. 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.

13.12.4. 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

13.12.5. 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.

13.12.6. The awards listed above will be paid less standard withholdings as part of the September 30th payroll.

13.12.7. 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.

- 13.12.8. 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

14.1. TEACHER TRAVEL

- 14.1.1. Multi-site assignments will be made only after consultation with the unit member involved.
- 14.1.2. 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.

14.2. USE OF SCHOOL VEHICLE

- 14.2.1. 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.
- 14.2.2. 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.
- 14.2.3. All travel arrangements involving credit card or mileage reimbursement must be approved in advance according to established District procedure.

14.3. MILEAGE

- 14.3.1. Mileage allowance for use of a private vehicle on school business will be reimbursed at the Federal Government nontaxable reimbursement rate.
- 14.3.2. 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

15.1. TRADITIONAL SCHOOL YEAR

15.1.1. 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.

15.2. YEAR ROUND SCHOOL

15.2.1. 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

- 16.1. 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.
- 16.2. Included in, but not limited to, those duties and powers is the right to:
 - 16.2.1. Determine its organization.
 - 16.2.2. Supervise the work of its employees.
 - 16.2.3. Determine the times and hours of operation of the District pursuant to the terms of this agreement.
 - 16.2.4. Determine the kinds and levels of services to be provided and the methods of providing them.
 - 16.2.5. Establish its educational policies, goals, and objectives.
 - 16.2.6. Ensure the rights and educational opportunities of students.
 - 16.2.7. Determine staffing patterns.
 - 16.2.8. Determine the number and kinds of personnel required.
 - 16.2.9. Maintain the efficiency of District operations.
 - 16.2.10. Subject to the right to consultation with the Association:
 - A. Define educational objectives
 - B. Determine content of courses and curriculum
 - C. Select textbooks
 - 16.2.11. Build, move or modify facilities.
 - 16.2.12. Establish budget procedures and determine budgetary allocation.
 - 16.2.13. Determine the methods of raising revenue.
 - 16.2.14. Contract out work to be done or services to be rendered.
 - 16.2.15. Take action on any matter in the event of an emergency.

ARTICLE 17: SAVINGS

- 17.1. 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.
- 17.2. The terms and conditions of this Agreement shall be applied consistently with the provisions of applicable State and Federal Laws.
- 17.3. 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

- 18.1. The District shall maintain safe working conditions as required by law for all unit members covered by this Agreement.
- 18.2. 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.
- 18.3. Unit members are responsible to continue supervision of students to assure their safety during a school site emergency.
- 18.4. 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.
- 18.5. 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.
- 18.6. 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.
- 18.7. 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 K) provided and signed by a designated Administration representative as requiring or authorizing such item(s). Otherwise, no reimbursement will be permitted or authorized.
 - 18.7.1. The District's total liability under this provision shall not exceed \$5,000 annually.
 - 18.7.2. Claims (Appendix L) made by unit members under this provision during the school year shall be paid by the District at the end of the fiscal year.

- 18.7.3. 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.
- 18.7.4. A unit member's personal insurance is the primary carrier. District reimbursement for personal property is secondary coverage.
- 18.8. Site administrators shall inform bargaining members of emergency procedures in the absence of the site principal by the 1st day of the school year.

ARTICLE 19: TEMPORARY TEACHERS

- 19.1. 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

20.1. 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.

20.2. PEER ASSISTANCE AND REVIEW PANEL

20.2.1. 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.

20.2.2. 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.

20.2.3. 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.

20.3. CONFIDENTIALITY

- 20.3.1. 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.

20.4. GRIEVANCE PROCEDURE

- 20.4.1. 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.

20.5. REFERRED PARTICIPANTS

- 20.5.1. 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.

- 20.5.2. 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.
- 20.5.3. All referred teachers have the right to be represented throughout these procedures by an Association representative of his/her choice.
- 20.5.4. Final approval of the consulting teacher assignment rests with the Panel.

20.6. VOLUNTARY PARTICIPANTS

- 20.6.1. 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 and may withdraw from the program at the 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.
- 20.6.2. 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.
- 20.6.3. 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.

- 20.6.4. 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.
- 20.6.5. 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 Subsection 20.6.2.

20.7. CONSULTING TEACHERS

20.7.1. 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.

20.7.2. 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.

20.7.3. 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.

20.7.4. 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);

20.7.5. Consulting Teacher Terms

- A. 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.

20.7.6. Indemnity

- A. 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.

20.8. NO WAIVER

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

20.9. USE OF PAR FUNDS

20.9.1. 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

21.1. The Association and District may propose changes in the Agreement consistent with Article 3, "Negotiations Procedures".

21.2. Negotiations may be reopened on proposed changes in this Agreement at any time by mutual consent of the parties.

21.3. 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

22.1. JOB SHARING

22.1.1. 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.

A. 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.

22.2. Job Share partnerships shall be configured with no less than a 40% assignment for self contained classrooms, K-8.

22.3. 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.

22.4. 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 Subsection 12.1.1. 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 Subsection 12.1.1. 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 Subsection 12.1.1.

22.5. 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.

- 22.6. 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).
- 22.7. 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”.
- 22.8. Both Job Share partners are expected to attend the following school/district events:
 - 22.8.1. Back to School Night
 - 22.8.2. Parent/Teacher Conferences
 - 22.8.3. Pre-service/post service duty days
 - 22.8.4. Open House
 - 22.8.5. School or district in-services.
 - 22.8.6. 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.
- 22.9. 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.
- 22.10. 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 23: NEW SCHOOL STAFFING PROCEDURES

23.1.

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

23.1.1 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

1. Vacancies at the new school shall be posted in accordance with Article 10, Section 10.3.1 and filled in accordance with Article 10, Section 10.4.

B. Phase II - Internal Applicants Only

1. 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 10.3.1 and filled in accordance with Article 10, Section 10.4

C. Phase III - Internal Applicants Only

1. Any positions remaining unfilled after Phase II, along with any other vacancies District-wide, shall be posted in accordance with Article 10 Section 10.3.1 and filled in accordance with Article 10 Section 10.4.

D. Phase IV - Internal Applicants Only

1. Prior to initiating any involuntary transfer/ 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 10.5.

E. Phase V - Internal / External Applicants

1. Vacancies remaining after Phase IV shall be posted in accordance with Article 10, Section 10.3.1 and filled in accordance with Section 10.5 (Internal) and Section 10.4.7 (External).

23.1.2 Letters of Intent:

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

23.1.3 Timelines:

Prior to initiating Article 23, the parties (KCUSD and KCTA) shall establish a mutual agreement to address timelines from the above hiring process.

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.

24.1 PROFESSIONAL DEVELOPMENT

24.1.1 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.

24.1.2 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).

23.1. BARGAINING UNIT REPRESENTATION

23.1.1. 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.

23.1.2. 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.

23.2. EVALUATION

23.2.1. 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.

23.2.2. 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.

23.2.3. 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

Page 1 of 2

Number

 Grievant Name

 School Work Location/Phone Number

 KCTA Representative

 KCTA 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:

LEVEL I	_____ Date of Informal Consultation with Supervisor	_____ Immediate Supervisor's Signature
	_____ Date Level I Grievance Received by Supervisor	_____ Immediate Supervisor's Signature
	_____ Date of Level I Grievance Conference	<input type="checkbox"/> Grievance Resolved
	_____ Immediate Supervisor's Response (see attached)	
	_____ 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 of 2

Number

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

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

CALIFORNIA STANDARDS FOR THE TEACHING PROFESSION

STANDARD ONE:	STANDARD TWO:
<p align="center">ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING</p> <p>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>	<p align="center">CREATING AND MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING</p> <p>2.1 Promoting social development and responsibility within a 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>
STANDARD THREE:	STANDARD FOUR:
<p align="center">UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING</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 3.4 Utilizing instructional strategies that are appropriate to the subject matter 3.5 Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students 3.6 Addressing the needs of English learners and students with special needs to provide equitable access to the content</p>	<p align="center">PLANNING INSTRUCTION AND DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS</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>
STANDARD FIVE:	STANDARD SIX:
<p align="center">ASSESSING STUDENTS FOR LEARNING</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 5.7 Using assessment information to share timely and comprehensible feedback with students and their families</p>	<p align="center">DEVELOPING AS A PROFESSIONAL EDUCATOR</p> <p>6.1 Reflecting on teaching practice in support of student learning 6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development 6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning 6.4 Working with families to support student learning 6.5 Engaging local communities in support of the instructional program 6.6 Managing professional responsibilities to maintain motivation and commitment to all students 6.7 Demonstrating professional responsibility, integrity, and ethical conduct</p>

Kings Canyon Unified School District Certificated Teacher Evaluation					
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><u>KCUSD Philosophy:</u> <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>Performance Rating Scale <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>Standard I: Engaging and Supporting All Students In Learning 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>					
<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 I Summary:</p> 					
<p>Standard II: Creating And Maintaining Effective Environments For Student Learning 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>					
<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:

Standard III: Understanding And Organizing Subject Matter For Student Learning

- 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.

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

Standard III Summary:

Standard IV: Planning Instruction And Designing Learning Experiences For All Students

- 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.

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

Standard IV Summary:

Standard V: Assessing Student Learning

- 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.

5.7 Using assessment information to share timely and comprehensible feedback with students and their families.

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

Standard V Summary:

Standard VI: Developing As A Professional Educator

- 6.1 Reflecting on teaching practice in support of student learning.
- 6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development.
- 6.3 Collaborating with colleagues and the broader professional Community to support teacher and student learning.
- 6.4 Working with families to support student learning.
- 6.5 Engaging local communities in support of the instructional program.
- 6.6 Managing professional responsibilities to maintain Motivation and commitment to all students.
- 6.7 Demonstrating professional responsibility, integrity, and ethical conduct.

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

Standard VI 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.

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			
Teacher			Date
Type of Evaluation:	Temporary <input type="checkbox"/>	Probationary 1 <input type="checkbox"/>	Tenured <input type="checkbox"/>
	(Due by 12/1 & 3/1)	Probationary 2 <input type="checkbox"/> (Due by 12/1 & 3/1)	(Due by 3/15)
<p>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.</p>			
<p>Performance Rating Scale</p> <p><i>Exceeds Standard</i>-(Innovating/Integrating) <i>Meets Standard</i> - (Applying/Refining) <i>Progressing Toward Meeting Standard</i>- (Emerging/Developing) <i>Does Not Meet Standard</i>- (Employee is Failing to Meet Standard)</p>			
<p>Standard I: Engaging and Supporting All Students In Learning</p> <p>Instructional Leadership</p> <ul style="list-style-type: none"> ● 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. <p>Communication and Staff Relations</p> <ul style="list-style-type: none"> ● 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. 			
<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>Standard II: Creating And Maintaining Effective Environments For Student Learning</p> <p>Professional Development and Presentation</p> <ul style="list-style-type: none"> ● 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. 			
<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 II Summary:
<p>Standard III: Understanding And Organizing Subject Matter For Student Learning</p> <p>Organization and Planning</p> <ul style="list-style-type: none"> • Is organized, efficient, and initiates personal professional development, and solicits feedback and guidance. • Plans, implements, and sustains district professional development/programs/curriculum initiatives. • Prioritizes project/task completion to meet deadlines consistently.
<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>Standard IV: Planning Instruction And Designing Learning Experiences For All Students</p> <p>Curriculum Leadership</p> <ul style="list-style-type: none"> • Supports district direction and implementation of all curricular programs. • Provides professional development and support for adopted curriculum. • Generates high quality professional development materials. • Serves as an active contributing member of district/site leadership team(s). • 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.
<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>Standard V: Assessing Student Learning</p> <p>Assessment Purposes & Uses, Student Placement, and Data Driven Instruction</p> <ul style="list-style-type: none"> • Understands and supports data analysis at the student, classroom, grade, school, and district level to support student achievement and improve district curricular programs. • Develops and supports the district assessment and student placement systems. • Consistently differentiates instruction for students, teachers, and leaders. • Trains and supports teachers to become effective decision makers. • Uses technology to analyze data in a timely manner.
<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>Standard VI: Developing As A Professional Educator</p> <p>Coach will provide: Professional Portfolio Demonstrating Evidence of Meeting the Standards</p>

School Nurse Evaluation Objectives

OBJECTIVE 1: PUPIL PROGRESS TOWARDS EXPECTED ACHIEVEMENT	OBJECTIVE II: PROFESSIONAL TECHNIQUES AND STRATEGIES
<ul style="list-style-type: none"> ● Review student health data for compliance with regulations and district policies ● Collect and use multiple sources of information to assess students' health status ● Use assessments results to adjust and guide intervention strategies ● Communicate regularly with students and families about student concerns ● Administer required assessments, complete reports, and record data accurately and promptly 	<ul style="list-style-type: none"> ● Uses a variety of assessment methods and case management strategies to meet individual student needs ● Assist staff, students, parents in understanding the relationship between health status and student's ability to learn ● Manage medication administration in compliance with state regulations and district policies ● Develop student care plans that are medically based and appropriate for the school setting
Objective III: ADHERENCE TO PROGRAM OBJECTIVES	OBJECTIVE IV: MAINTAINING HEALTH OFFICE, CLIMATE, AND OPERATIONS
<ul style="list-style-type: none"> ● Demonstrate knowledge of current school health laws and regulations ● Establishes and maintains standards for school nursing ● Maintain accurate and complete files of each students' cumulative health records ● Teaches principles of health promotion and disease prevention to students, staff, and parents ● Ensures that departmental procedures are followed and maintained 	<ul style="list-style-type: none"> ● Promote an environment that is professional, positive, and productive ● Provides appropriate supervision and delegation to unlicensed personnel ● Provides appropriate nursing care to students ● Establishes a climate the promotes inclusion, mutual respect, consistency, and fairness ● Efficiently manages office routines ● Assures mandated screenings occur in a timely and well planned manner
OBJECTIVE V: PROFESSIONAL DUTIES AND RESPONSIBILITIES	
<ul style="list-style-type: none"> ● Establishes professional goals and pursues opportunities to grow professionally ● Demonstrated a good working relationship with parents, colleagues, and other members of the community ● Adheres to district and school policies and regulations ● Meets assigned responsibilities and deadlines ● Demonstrates a professional image in appearance and attitude ● Closely adheres to timelines required by student IEPs and 504 plans 	

School Nurse Evaluation
Page 1 of 2

Kings Canyon Unified School District School Nurse Evaluation					
Nurse:				Date:	
Department/Site:					
Type of Evaluation:	Intern <input type="checkbox"/> <small>(Due by 12/1 & 3/1)</small>	Temporary <input type="checkbox"/> <small>(Due by 12/1 & 3/1)</small>	Probationary 1 <input type="checkbox"/> Probationary 2 <input type="checkbox"/> <small>(Due by 12/1 & 3/1)</small>	Tenured <input type="checkbox"/> <small>(Due by 3/15)</small>	
KCUSD Philosophy: The school nurse evaluation process is designed to foster continuous improvement.					
Performance Rating Scale					
<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>					
Objective I: Pupil Progress Towards Expected Achievement					
<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:					
Objective II: Professional Techniques and Strategies					
<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:					
Objective III: Adherence to Program Objectives					
<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:					

School Nurse Evaluation
Page 2 of 2

Objective IV: Maintaining Health Office Climate and Operations
<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 IV Summary:
Objective V: Professional Duties and Responsibilities
<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 V Summary:
References Supporting Evaluation (reflection, documentation, observation (formal and informal), lesson plans, student work, conferences, conversations, meetings, etc):
Commendations:

KCUSD CERTIFICATED SALARY SCHEDULE 2024-2025

Credentialed

185 Days

Yrs	Range I BA + 30	Range II BA+45 or MA	Range III BA + 60 MA + 15	Range IV BA + 75 MA + 30
1	\$63,556	\$65,781	\$68,083	\$70,466
1b	\$64,556	\$66,781	\$69,083	\$71,466
2	\$65,781	\$68,083	\$70,466	\$72,932
3	\$68,083	\$70,466	\$72,932	\$75,485
4	\$70,466	\$72,932	\$75,485	\$78,127
5	\$72,932	\$75,485	\$78,127	\$80,861
6	\$75,485	\$78,127	\$80,861	\$83,691
7	\$78,127	\$80,861	\$83,691	\$86,621
8	\$80,861	\$83,691	\$86,621	\$89,652
9	\$83,691	\$86,621	\$89,652	\$92,790
10		\$89,652	\$92,790	\$96,038
11			\$96,038	\$99,399
12			\$99,399	\$102,878
13			\$102,878	\$106,479
14				\$110,206
17				\$114,063
20				\$118,055
23				\$130,890

190 Days

Yrs	Range I BA + 30	Range II BA+45 or MA	Range III BA + 60 MA + 15	Range IV BA + 75 MA + 30
1	\$65,274	\$67,559	\$69,923	\$72,370
1b	\$66,274	\$68,559	\$70,923	\$73,370
2	\$67,559	\$69,923	\$72,370	\$74,903
3	\$69,923	\$72,370	\$74,903	\$77,525
4	\$72,370	\$74,903	\$77,525	\$80,238
5	\$74,903	\$77,525	\$80,238	\$83,047
6	\$77,525	\$80,238	\$83,047	\$85,953
7	\$80,238	\$83,047	\$85,953	\$88,962
8	\$83,047	\$85,953	\$88,962	\$92,075
9	\$85,953	\$88,962	\$92,075	\$95,298
10		\$92,075	\$95,298	\$98,633
11			\$98,633	\$102,086
12			\$102,086	\$105,659
13			\$105,659	\$109,357
14				\$113,184
17				\$117,146
20				\$121,246
23				\$134,427

Intern, PIP, STIP Credentials

185 Days

Yrs	Range I
1	\$61,528
2	\$63,682
3	\$65,910
4	\$68,217
5	\$70,605

190 Days

Yrs	Range I
1	\$63,191
2	\$65,403
3	\$67,692
4	\$70,061
5	\$72,513

- Stipend for CLAD: \$500
- Stipend for BCLAD: \$1,000
- Stipends for MA, Dr, Nat Brd Cert .03 of R1-S2: \$1,973
- Certificated Supplemental Hourly Rate: \$54.42

**INDEPENDENT STUDY TEACHERS
2024-2025 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 = \$49.09 per hour	Range I Step 1 \$49.09 per hour	Range I Step 1 x 5% = \$51.54 per hour	Range I Step 1 x 10% = \$54.00 per hour	Range I Step 1 x 15% = \$56.45 per hour	Range I Step 1 x 20% = \$58.91 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 7/1/24 Board Approved: 12/12/2023</p>					

**KCUSD SPEECH AND LANGUAGE SPECIALIST SALARY SCHEDULE
2024-25**

190 Days

Yrs	Range AA	Range I +30 Units	Range II +45 Units	Range III +60 Units	Range IV +75 Units
1	\$67,917	\$72,377	\$74,910	\$77,532	\$80,246
2		\$74,910	\$77,532	\$80,246	\$83,054
3		\$77,532	\$80,246	\$83,054	\$85,961
4		\$80,246	\$83,054	\$85,961	\$88,970
5		\$83,054	\$85,961	\$88,970	\$92,084
6		\$85,961	\$88,970	\$92,084	\$95,307
7		\$88,970	\$92,084	\$95,307	\$98,642
8		\$92,084	\$95,307	\$98,642	\$102,095
9		\$95,307	\$98,642	\$102,095	\$105,668
10			\$102,095	\$105,668	\$109,367
11				\$109,367	\$113,194
12				\$113,194	\$117,156
13				\$117,156	\$121,257
14					\$125,501
17					\$129,893
20					\$134,440
23					\$139,145

- Master Stipend (Ranges I-IV) \$1,973
- Doctorate Stipend (Ranges I-IV) \$1,973

Extra Duty Pay Index and Schedule 2024-2025

Activity	No.	Position	Index		Total Cost	Sprt Tot	
			Factor	Amount			
				\$ 65,780			
Football (per High School)	1	Varsity/Head	0.095	\$6,249	\$6,249		
	4	Varsity/Assistant	0.070	\$4,805	\$18,420		
	1	JV/Head	0.075	\$4,934	\$4,934		
	2	JV/Assistant	0.080	\$3,947	\$7,894		
	1	Frosh Soph/Head	0.060	\$3,947	\$3,947		
	2	Frosh Soph/Assistant	0.050	\$3,289	\$6,578	\$48,022	
Basketball (per HS)	2	Varsity/Head	0.080	\$5,262	\$10,524		
	2	Varsity/Assistant	0.065	\$4,276	\$8,552		
	2	JV/Head	0.065	\$4,276	\$8,552		
	2	Frosh Soph/Head	0.055	\$3,818	\$7,236	\$34,864	
Volleyball (per HS)	2	Varsity/Head	0.080	\$5,262	\$10,524		
	2	Varsity/Assistant	0.065	\$4,276	\$8,552		
	2	JV/Head	0.065	\$4,276	\$8,552		
	2	Frosh Soph/Head	0.055	\$3,818	\$7,236	\$34,864	
Water Polo (per HS)	2	Varsity/Head	0.080	\$5,262	\$10,524		
	2	Varsity/Assistant	0.065	\$4,276	\$8,552		
Water Polo Boys (RHS only)	1	JV/Head	0.065	\$4,276	\$4,276		
Water Polo Girls (RHS only)	1	JV/Head	0.065	\$4,276	\$4,276	\$27,628	
Wrestling (per HS)	1	Varsity/Head	0.080	\$5,262	\$5,262		
Wrestling Girls (per HS)	1	Varsity/Head	0.080	\$5,262	\$5,262		
	1	Varsity/Assistant	0.065	\$4,276	\$4,276	\$14,800	
Soccer (per HS)	2	Varsity/Head	0.080	\$5,262	\$10,524		
	2	Varsity/Assistant	0.065	\$4,276	\$8,552		
	2	JV/Head	0.065	\$4,276	\$8,552		
	2	Frosh/Soph Head	0.055	\$3,818	\$7,236	\$34,864	
Baseball (per HS)	1	Varsity/Head	0.080	\$5,262	\$5,262		
	1	Varsity/Assistant	0.065	\$4,276	\$4,276		
	1	JV/Head	0.065	\$4,276	\$4,276		
	1	Frosh Soph/Head	0.055	\$3,818	\$3,818		
	rev 5/6/02	2	Frosh Soph/Assistant	0.050	\$3,289	\$6,578	\$24,010
Badminton (per HS)	1	Varsity/Head	0.080	\$5,262	\$5,262	\$5,262	
Track (per HS)	2	Varsity/Head	0.080	\$5,262	\$10,524		
	3	Varsity/Asst	0.065	\$4,276	\$12,828	\$23,352	
Tennis (per HS)	2	Varsity/Head	0.080	\$5,262	\$10,524		
	2	JV/Head	0.065	\$4,276	\$8,552	\$19,076	
Softball (per HS)	1	Varsity/Head	0.080	\$5,262	\$5,262		
	1	Varsity/Asst	0.065	\$4,276	\$4,276		
	1	JV/Head	0.065	\$4,276	\$4,276		
	1	Frosh-Soph/Head	0.055	\$3,818	\$3,818		
	rev 5/6/02	2	Frosh-Soph/Assistant	0.050	\$3,289	\$6,578	\$24,010
Swimming (per HS)	2	Varsity/Head	0.080	\$5,262	\$10,524		
	2	Varsity/Asst	0.065	\$4,276	\$8,552		
Swimming Boys (RHS only)	1	JV/Head	0.065	\$4,276	\$4,276		
Swimming Girls (RHS only)	1	JV/Head	0.065	\$4,276	\$4,276	\$27,628	
Diving (per HS) rev 5/6/02	1	Varsity/Asst	0.065	\$4,276	\$4,276	\$4,276	
Cross Country (per HS)	2	Varsity/Head	0.080	\$5,262	\$10,524		
	2	JV	0.065	\$4,276	\$8,552	\$19,076	
Golf (per HS)	2	Varsity/Head	0.080	\$5,262	\$10,524	\$10,524	
Athletic Trainer, Yearly	2	Head (per HS)		\$10,005	\$20,010		
	2	Assistant, (per HS)		\$7,839	\$15,278	\$35,288	
Weight Trainer, Season	3	Head (per HS)	0.087	\$5,723	\$17,169	\$17,169	
Athletic Director (OCHS only)	1	Head (OCHS ONLY)	0.095	\$6,249	\$6,249	\$6,249	
Activities Director	2	Head (RHS and OCHS)	0.095	\$6,249	\$12,498	\$12,498	
Activities Director	1	Head (RMCHS)	0.0475	\$3,125	\$3,125	\$3,125	
Pep Squad (per HS)	1	Head	0.080	\$5,262	\$5,262		
	1	Assistant	0.065	\$4,276	\$4,276	\$9,538	
Sports Coord Middle Sch	1	Head	0.080	\$5,262	\$5,262	\$5,262	
Instl Music/Orchestra (per HS)	1	Head	0.095	\$6,249	\$6,249	\$6,249	
Band Director (per HS)	1	Head	0.095	\$6,249	\$6,249		
	1	1st Asst	0.060	\$3,947	\$3,947		
Asst Band Director (per HS)	1	Assistant	0.080	\$5,262	\$5,262		
	3	2nd Asst	0.060	\$3,947	\$11,841	\$27,299	
Marching Band Aux - Flags	1	High School (per school)	0.045	\$2,960	\$2,960		
Marching Band Aux - Percussion	1	High School (per school)	0.045	\$2,960	\$2,960		
Marching Band Aux - Flags Asst	1	High School (per school)	0.025	\$1,645	\$1,645		
Marching Band Aux - Per. Asst	1	High School (per school)	0.025	\$1,645	\$1,645	\$9,210	
Winter Aux - Flags	1	High School (per school)	0.045	\$2,960	\$2,960		
Winter Aux - Percussion	1	High School (per school)	0.045	\$2,960	\$2,960		
Winter Aux - Flags Asst	1	High School (per school)	0.025	\$1,645	\$1,645		
Winter Aux - Percussion Asst	1	High School (per school)	0.025	\$1,645	\$1,645	\$9,210	
Vocal Music	1	High School (per school)	0.080	\$5,262	\$5,262		
	5	Middle School	0.030	\$1,973	\$9,865	\$15,127	
Instrumental Music	5	Middle School	0.030	\$1,973	\$9,865	\$9,865	
Drama (per HS)	1	HS	0.080	\$5,262	\$5,262	\$5,262	
Forensics (per HS)	1	HS	0.065	\$4,276	\$4,276		

Extra Duty Pay Index and Schedule 2024-2025

	2	HS Asst	0.050	\$3,289	\$6,578	\$10,854
Oral Interpretation Coach	15	Per School	0.0132	\$868	\$13,020	\$13,020
Driver Training	1	HS	0.080	\$5,262	\$5,262	\$5,262
Newspaper (per HS)	1	HS	0.060	\$3,947	\$3,947	\$3,947
Yearbook (per HS)	1	HS	0.060	\$3,947	\$3,947	\$3,947
Yearbook (Middle School K-8)	7	Cit/Grant/Nav/Riv/Dun/Reed/Silas	0.025	\$1,645	\$11,515	\$11,515
Yearbook Advisor (K-5)	8	ALC/Alta/GW/Jeff/Lino/MCC/Sher/Wash	0.025	\$1,645	\$13,160	\$13,160
Academic Decathlon (per HS)	1	HS	0.060	\$3,947	\$3,947	\$3,947
Gate Lead Cord Stipend	1		0.060	\$3,947	\$3,947	\$3,947
Mock Trial (per HS)	1	HS	0.060	\$3,947	\$3,947	\$3,947
Scicon	n/a	Teacher/Nurse (per teacher)	0.030	\$1,973		
Scicon	1	Counselor/Coordinator	0.030	\$1,973	\$1,973	\$1,973
Cadet Commandant (per HS)	1	HS	0.055	\$3,618	\$3,618	\$3,618
NJROTC	1		0.055	\$3,618	\$3,618	\$3,618
HS Career Technical Student Organization (4 per HS)	12	FFA, FBLA, FHA, VICA	0.050	\$3,289	\$39,468	\$39,468
Middle School (K-8) Intra-District Coaches	n/a	Cit/Grant/Nav/Riv/Dun/Reed/Silas (per Sport)	0.030	\$1,973		
Middle School Inter-District Head Football	2	One for Reedley area, one for OC area	0.050	\$3,289	\$6,578	
Middle School Inter-District Asst Football	10	5 for Reedley area, 5 for OC area	0.040	\$2,631	\$26,310	\$32,888
Middle School Inter-District Cross Country (Head/Asst)	4	2 for Reedley, 2 for Orange Cove	0.040	\$2,631	\$10,524	\$10,524
Middle School Inter-District Basketball Boys (Head/Asst)	8	4 for Reedley, 4 for Orange Cove	0.040	\$2,631	\$21,048	\$21,048
Middle School Inter-District Basketball Girls (Head/Asst)	8	4 for Reedley, 4 for Orange Cove	0.040	\$2,631	\$21,048	\$21,048
Middle School Inter-District Baseball (Boys) (Head/Asst)	8	4 for Reedley, 4 for Orange Cove	0.040	\$2,631	\$21,048	\$21,048
Middle School Inter-District Softball (Girls) (Head/Asst)	8	4 for Reedley, 4 for Orange Cove	0.040	\$2,631	\$21,048	\$21,048
Middle School Inter-District Volleyball Boys (Head/Asst)	8	4 for Reedley, 4 for Orange Cove	0.040	\$2,631	\$21,048	\$21,048
Middle School Inter-District Volleyball (Girls) (Head/Asst)	8	4 for Reedley, 4 for Orange Cove	0.040	\$2,631	\$21,048	\$21,048
Middle School Inter-District Tennis (Boys) (Head/Asst)	8	4 for Reedley, 4 for Orange Cove	0.040	\$2,631	\$21,048	\$21,048
Middle School Inter-District Tennis (Girls) (Head/Asst)	8	4 for Reedley, 4 for Orange Cove	0.040	\$2,631	\$21,048	\$21,048
Middle School Inter-District Soccer (Boys) (Head/Asst)	8	4 for Reedley, 4 for Orange Cove	0.040	\$2,631	\$21,048	\$21,048
Middle School Inter-District Soccer (Girls) (Head/Asst)	8	4 for Reedley, 4 for Orange Cove	0.040	\$2,631	\$21,048	\$21,048
Middle School Inter-District Swimming (Head/Asst)	4	1 Head & Asst Girls, 1 Head & Asst Boys	0.040	\$2,631	\$10,524	\$10,524
Middle School Inter-District Water Polo (Head/Asst)	4	1 Head & Asst Girls, 1 Head & Asst Boys	0.040	\$2,631	\$10,524	\$10,524
Middle School Inter-District Wrestling Coach (Head/Asst)	5	2 for Reedley, 2 for Orange Cove, 1 for Dunlap	0.040	\$2,631	\$13,155	\$13,155
Middle School Inter-District Coach (Other)	n/a		0.040	\$2,631		
Middle School Track Coach	7	Cit/Grant/Nav/Riv/Dun/Reed/Silas	0.040	\$2,631	\$18,417	\$18,417
Middle School Cheer Coach	7	Cit/Grant/Nav/Riv/Dun/Reed/Silas	0.030	\$1,973	\$13,811	\$13,811
Chess Club Coach	12	K-5/K-8 schools	0.030	\$1,973	\$23,676	\$23,676
MESA Supervisor/Coordinator	4	Citrus/Grant/OCHS/RHS	0.040	\$2,631	\$10,524	\$10,524
Lead Teacher (per HS)	25	HS	0.030	\$1,973	\$49,325	\$49,325
Lead Teacher (per HS) Per Section	n/a	\$26.24 per section was \$25.98		\$26.24		
Resource Tchr	12	Elementary/Middle	0.030	\$1,973	\$23,676	\$23,676
Resource Tchr (per Teacher)		\$26.24 was \$25.98		\$26.24		
Instructional Coach	20	Site and District Coaches	0.040	\$2,631	\$52,620	\$52,620
Elementary (K-5) Coaches	24	Crs Cntry & Track (1 per Spt per gender)	0.040	\$2,631	\$63,144	\$63,144
Dual Immersion Teacher	9	4.5% of Salary				

Extension of Season:
 The coaches of any varsity team eligible for post-season competition shall receive an additional stipend of 8% per week of post-season participation beginning with the second week not to exceed a total of 3 weeks.
 (Example: Football-Varsity Head Coach
 \$stipend amount X .08 = \$amount per week
 \$499.93
 up to a maximum of 3 X \$amount per week)
 \$1,499.79

Summer Coaches (7)
 Summer coaching stipend amount will be based on the number of hours spent in the activity and the number of athletes involved, but will not exceed \$1,350 for any sport for all coaches involved. Any coach who works 100+ hours during summer will be paid the \$1,350 stipend. The "head coach" can divide that between other coaches of sport.
 High School Football not to exceed \$2,000 Summer for all coaches

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 \$ _____

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

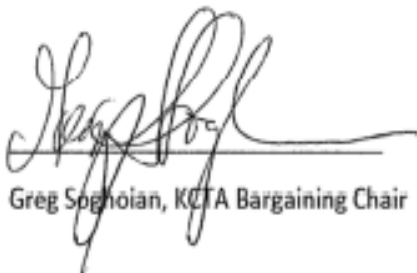
Kings Canyon Unified School District (District) and Kings Canyon Teachers Association (Association) seek to provide flexibility to KC Kids administration and unit members, and agree to change the Collective Bargaining Agreement as detailed below.

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