

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**THE KIT CARSON UNION ELEMENTARY
SCHOOL DISTRICT**

AND

**THE KIT CARSON EDUCATORS
ASSOCIATION/CTA/NEA**

2024-2027

(2025-2026 Reopeners)

Prepared by Kings/Tulare UniServ Unit, Inc. / CTA / NEA

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ARTICLE I: AGREEMENT

- A. This Agreement is made and entered into by and between the KIT CARSON UNION ELEMENTARY SCHOOL DISTRICT, (“District” or "Board”), and the KIT CARSON EDUCATORS ASSOCIATION/CTA/NEA, (“ Association”).
- B. This Agreement will be in effect from July 1, 2025 through June 30, 2026, as part of a three (3) year agreement beginning July 1, 2024 through June 30, 2027.

ARTICLE II: RECOGNITION

- A. The Association consists of the certificated teaching personnel of the Kit Carson Union Elementary School District. The District recognizes the Kit Carson Educators Association/CTA/NEA as the exclusive representative of the contracted full-time teaching employees for the purpose of meeting and negotiating.
- B. Supervisory, management, administrative, substitute and confidential employees will be excluded from the bargaining unit. For purposes of this Agreement, the term “administrative” will refer to any assistant or vice principal, principal whether or not he/she is concurrently assigned to teaching full or part-time.

ARTICLE III: DISTRICT RIGHTS

- A. It is understood that the District retains all of its powers and authority to direct and control to the full extent of the law. Included in these duties and powers is the right to: direct the work of its employees; determine the staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of the District operation; determine the curriculum in consultation with the Association; build, move or modify the building facilities; develop a budget; determine the methods of raising revenue and contract out work. In addition, the District retains the right to evaluate, hire, promote, terminate and discipline employees and to take action on any matter in the event of an emergency. The parties have agreed to implement the provisions of Government Code Section 3543.2(b) which provides for a maximum suspension without pay of 15 days. Any due process or suspension without pay, except those mandated by law, will be for just cause and are subject to the grievance procedures provided in this Agreement.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the District, the adoption of policies, rules, regulations, and practices and furtherance thereof, and the use of judgment and discretion in connection therewith, will be limited only by the specific and expressed terms of the District policies and the Collective Bargaining Agreement and then only to the extent the specific and expressed terms are in conformance with the laws of the State of California.
- C. An emergency is defined as a physical or natural calamity that necessitates immediate and extraordinary District actions.

ARTICLE IV: NEGOTIATIONS PROCEDURES

- A. No later than the first regular Board meeting of February of the year in which this Agreement expires, the Association and District shall submit their initial proposals to each other for a successor Agreement. The District shall give proper public notice of such proposals at the first school board meeting following the submission of the proposals.
- B. No later than the first regular Board meeting of February of the year of this Agreement, the parties shall submit their initial proposals to each other for contract reopeners. The parties may open Salaries, Health and Welfare plus two (2) Articles each year for the purposes of reopeners. The District shall give proper public notice of such proposals at the first school board meeting following the submission of the proposals.
- C. The parties shall commence to meet and negotiate on reopeners or a successor Agreement no earlier than August 1 and no later than October 1 of each year unless mutually agreed upon by the parties. An Agreement reached between the parties shall be reduced to writing and signed by them.

ARTICLE V: EVALUATION PROCEDURES

The District and KCEA agree to create a committee to co-develop the evaluation tools and the evaluation procedure effective for the start of the 2026-2027 school year. The committee shall consist of two (2) individuals from the District and three (3) individuals from KCEA. Any agreement from this committee shall be memorialized by a memorandum of understanding. If no agreement is reached before the start of the 2026-2027 school year, the procedure and tools shall remain status quo until new procedure and/or tools are agreed upon.

- A. The purpose of the Formal Evaluation is to improve instruction.
- B. Evaluations shall be conducted by site administrators. Formal Evaluations shall be documented on a form (See Appendix A).
- C. Instructional competencies, performance, and assigned duties excluding extra-curricular duties of unit members shall be evaluated pursuant to the provisions of this Article.
- D. Evaluations shall be based on the following:
 - 1. The progress of students toward the Board's established standards of expected student achievement which are made available to teachers.
 - 2. The instructional techniques and strategies used by the employee.
 - 3. The employee's adherence to curricular objectives.
 - 4. The establishment and maintenance of a suitable learning environment within the scope of the employee's responsibility.
- E. Each probationary employee shall be evaluated in writing at least once each school year no later than March 1. Each permanent employee employed by the district for less than five years shall be evaluated in writing at least once every other school year, no later than 30 days prior to the end of the instructional year. Each permanent employee employed by the district for at least five years, is highly qualified, as defined in 20 U.S.C. Sec. 7801, and whose previous evaluation rated the employee as meeting or exceeding standards, shall be evaluated in writing at least once every five school years, no later than 30 days prior to the end of the instructional year.
- F. Probationary employees who are evaluated will meet with administration on or before March 15 and be informed of their status as per the Certificated Recommendation Form in Appendix C. Permanent Employees will meet with administration no later than 20 days prior to the end of the school year.
- G. The unit member being evaluated and the evaluator shall schedule a meeting no later than October 15 to discuss:

1. The Evaluation form and guidelines.
 2. The Board-adopted standards for pupil achievement.
- H. There will be at least one scheduled classroom observation during the evaluation period.
- I. Following the classroom observation(s), the site administrator will prepare a written observation report and schedule an observation conference with the employee in accordance with section E. Following the review, the employee may attach a written statement to the observation report. The employee will sign and receive a copy of the observation document (See Appendix B).
- J. The evaluator will cite qualities, abilities, and deficiencies, if any; recommend specific actions, where applicable, to improve performance skills and to remediate any deficiencies in order to improve instructional performance; and assist in implementation of the recommendations.
- K. The District will require that any permanent teacher who receives an unsatisfactory Evaluation participates in a remediation plan. The remediation plan will be developed by the District.
- L. Permanent employees receiving an unsatisfactory Evaluation will be formally evaluated at least once annually until the employee achieves a positive Evaluation or is separated from the District.
- M. The evaluation of unit members, pursuant to this Article, shall not include or be based upon the following:
1. Standardized achievement test results;
 2. Results of any tests utilized for the purpose of a School Improvement Plan;
 3. Achievement of objectives stated in Individual Educational Programs (IEP's) of Special Education students unless the teacher is a Special Education Teacher;
 4. Self-evaluation.
 5. Local proficiency testing.
- N. Only the procedures of this Article are subject to the Grievance Procedures. Grievances may not be filed regarding the content of an evaluation.

ARTICLE VI: WORK YEAR AND TEACHER RESPONSIBILITIES

- A. The work year for certificated staff in the Kit Carson Union Elementary School District will be one hundred and eighty-three (183) work days each school year in addition to three (3) Professional Staff Development Days for a total of one hundred and eighty-six (186) work days.
1. 180 days of student instruction.
 2. 3 Professional Staff Development Days.
 3. 1 and 1/2 teacher work days before the first day of student instruction.
 4. 1/2 teacher in-service day before the first day of student instruction.
 5. 1 teacher work day for parent conferences.
- B. The certificated staff accepts certain responsibilities as employees of the District including participation in staff development and/or in-service programs to improve individual or collective skills in the classroom, Back-to-School Program, Fall and/or Spring Program, Open House Program, Faculty Meetings, Parent/Teacher conferences and Individualized Education Plan Meetings. Teachers will be provided with the opportunity to provide input into the design and delivery of in-service programs.
- C. Beginning in the 2024-2025 school year, work day schedules will be as follows:
1. Early release days are scheduled for Wednesdays. Working hours for certificated staff on early-release day are 8:00 AM to 4:15 PM.
 2. The normal day (Monday, Tuesday, Thursday, Friday) working hours for certificated staff are 8:00 AM to 3:00 PM.
 3. All district mandated staff development, in-services, collaboration meetings, and faculty meetings will occur on Wednesdays early release days.
 4. On all early release days prior to a holiday, the last day of school, Back to School Night, or Open House, the certificated staff will be released at 2:00 PM.
 5. In order to provide requisite instructional minutes, the early release time for students beginning in the 2024-2025 school year will now be 1:30 PM.
- D. Teachers in grades Kindergarten through eight will have at least ninety minutes (90) of preparation time within each full, five-day school week, which may be coordinated with the Physical Education schedule.

Teachers in grades Kindergarten through eight will ensure their lesson plans reflect 200 minutes of physical education each ten days, which may be coordinated with the Physical Education schedule.

- E. If the school incorporates a departmentalized Language Arts Program at any grade level, teachers of Single Subject Language Arts will be provided with one day of paid released time each trimester to engage in the following instructional activities: grade student assignments; conference with students and/or parents; plan curriculum and/or lessons and other student instructional activities. Substitute teachers will be provided by the District. The scheduling of the released time will be approved by the Superintendent.
- F. The certificated staff will participate and demonstrate the professional duties and responsibilities to provide a quality educational program. Teachers TK-8 will provide general supervision of more than the unit member's immediate class outside the instructional day, during before school duty, after school duty. Such supervision assignments shall be provided on an equitable basis.
- G. All certificated personnel will participate in a District Back-to-School Program which will be scheduled at the beginning of the contracted work year before or during the first trimester of each school year. Teachers will be provided with reserved parking. If scheduled on a regular school day, the school day will be scheduled as an early release day.
- H. All certificated personnel will participate in a District "Open House" which will be scheduled during the last trimester of each school year. Teachers will be provided with reserved parking. The school day will be scheduled as an early release day.
- I. The District will schedule an early release day prior to Thanksgiving Day (if there is school scheduled that day). The school will schedule an early release day prior to Winter Recess (if there is school scheduled that day). The work day for certificated staff will end at 2:00 on early release days prior to Thanksgiving and/or Winter Recess. The Education Code requirements for educational minutes per day will be met.
- J. The maximum student-teacher ratio in Transitional Kindergarten (TK) will follow state mandated guidelines. The maximum student-teacher ratio in grades Kindergarten (K) through three, inclusive, is 26:1. If a class size enrollment in a K through grade three classroom exceeds a maximum ratio of 26:1 on the 10th and 20th days of the register

month, the teacher will be compensated at a rate of \$50 per excess student for the pay period in which the ratio of 26:1 is exceeded.

The parties agree that the negotiated class enrollment limit set for Article VI, Section J meets all requirements of law and fulfills the LCFF collective bargaining alternative agreement exception requirements to obtain GSA (grade span adjustment) funding for the term of the contract.

- K. The 2025/2026 school calendar is attached as an Appendix to this Agreement (See Appendix D).

ARTICLE VII: HEALTH AND WELFARE BENEFITS

- A. Participation in the SISC Health Insurance Plan is mandatory for eligible unit members. Annually members may choose from a list which level coverage they desire for the coverage year, September 1 to August 31 of the following year. The District will offer at least three levels of a Health and Welfare plan for eligible unit members. Health coverage benefits will be provided with a composite rate for each full-time employee. Effective October 1, 2025 the employer cap rate for the 2025-2026 school year shall be \$14,726.76. Employees will be responsible for paying the additional cost above the cap.
- B. The Health and Welfare plan will provide the following:
 - 1. Major medical coverage provided through the Self Insured Schools of California “SISC”, which includes prescription and nervous and mental health coverage.
 - 2. SISC Dental Coverage.
 - 3. SISC Vision coverage
 - 4. Life Insurance Coverage
- C. Employees aged fifty-five, or older, with twenty or more cumulative years of full-time service to the Kit Carson Union School District and who retire under the provisions of the State Teachers Retirement System, will be provided with the same medical, prescription, nervous/mental health coverage, vision and appropriate dental coverage as active employees for up to five years or age sixty-five, whichever comes first. This continuance of coverage is based on the same plan the member subscribed to during the last three consecutive years prior to retiring.

ARTICLE VIII: SALARY

Initial Salary Placement

- A. Teaching experience will be verified by the District. Transcripts will be used to determine placement on the certificated salary schedule.
- B. Graduate units earned following the granting of the Bachelor's degree will be allowed for salary schedule placement. Undergraduate units may be honored at the discretion of the District if they are earned as part of a teacher credentialing program and count towards a preliminary teaching credential.
- C. Placement in Column B or Column C on the certificated salary schedule is based on a Preliminary Multiple Subject Teaching Credential or Preliminary Single Subject Teaching Credential. Placement in Column D or Column E on the certificated salary schedule is based on a Clear Multiple Subject Teaching Credential or Clear Single Subject Teaching Credential.
- D. Teachers with less than a Preliminary Teaching Credential will remain in Column A until the Preliminary Teaching Credential is obtained and units are submitted for Column movement.
- E. Up to seven years of prior teaching experience will be granted to teachers with a clear credential.

Salary Advancement

- F. In order for units to be considered for salary purposes, the employee must obtain prior approval from the District by May 15th of each year for salary advancement in the following year. Units earned for advancement must be upper division or graduate units and must be completed at a college or university accredited by W.A.S.C. or its equivalent.
- G. Certification by grade card for completed units must be made prior to September 1st each school year. July 1st shall be the anniversary date for step increases on the salary schedule. Employees must be contracted at least 75% of the school year to be eligible for an anniversary date salary increase. Employees contracted for less than 75% shall qualify for one step increase after two consecutive years of service.
- H. Transcripts for units earned for credit must be received by the District on or before September 15th for salary schedule advancement.

- I. A maximum of nine semester units of college credit may be taken during the school year, for advancement on the certificated salary schedule.
- J. Certificated employees will be allowed to move only one class or column on the salary schedule per year.
- K. Audited courses will not be allowed for salary schedule advancement.
- L. “In-house” credit for in-services or workshops not providing college credit will not be allowed for salary schedule advancement.
- M. Teachers with a Master’s degree will receive an annual stipend of One thousand five hundred Dollars (\$1,500) in addition to his/her regular salary schedule placement, provided that the area of graduate study in which the unit member earned the Master’s degree is relevant to his or her work as a teacher.
- N. After 21 years of credited service a longevity stipend of \$2,000 per year, and after 24 years of credited service a longevity stipend of an additional \$2,000 per year.

Extra-duty Stipends

- O. Teachers assigned to provide the following services will be paid extra-duty stipends. The specific scheduled activities for each of the services will be created and agreed upon in a joint effort by the teachers performing the duties and administration. Teachers will apply annually for extra-duty stipend positions by submission of a statement of interest to administration which includes qualifications for the extra-duty position desired. Administration will review and choose based on statements of interest. Equal consideration is given to all certificated staff regardless of years of service. Certificated staff have first choice in extra-duty positions. The District will determine how to fill a position if no statements of interest are received. Stipends will be prorated if all duties are not performed.

Service

- 1. Outdoor Education teachers: Number of positions equal to the number of 6th grade teachers, \$750 each paid within 10 working days of timesheet acceptance.
- 2. Coach: Football, Volleyball, Soccer, Softball (2 coaching positions each), Basketball (4 coaching positions), Track (3 coaching positions) \$625 each

coaching position paid within 10 working days of time sheet and student sign in sheet acceptance.

- a. Coach is responsible for advertisement of sport, tryout sessions and selecting from eligible student-base.
 - b. Reports to the Athletic Director and/or Superintendent/Principal or Learning Director.
 - c. Must communicate with parents regarding permission slips, practices, games, cancelations/rescheduling, etc. (through online app, email, or text). Must provide the school office a copy of all practices and games.
 - d. Must hold one to two practices per week throughout the season, after their scheduled/contracted time and must reschedule missed practices to ensure all are held.
 - e. Must attend every game and tournament.
 - f. Must stay with students until all students are picked up after practices, games or tournaments.
 - g. Must conduct themselves in a professional manner when engaging with parents, referees, other coaches, etc.
3. 8th grade trip (2 Day Trip): Number of positions equal to the number of 8th grade teachers, \$300 each paid within 10 working days of timesheet acceptance.
4. Student Council Advisor: (1 position) \$3,000 per year paid Dec 30 (50%) and May 30 (50%) on regular payroll check with student sign in sheets for activities held prior to Dec 30 and May 30.
- a. Coordinate election process.
 - b. Ensure new student council members understand their role.
 - c. Schedule and facilitate at least one regular Student Council meeting a month.
 - d. Plan/organize school-wide fundraiser(s) including rewards.
 - e. Oversee any classroom specific fundraiser(s), including 7th grade dinner, to ensure parent understanding of rules and laws.
 - f. Plan and schedule Tiger Society reward activity for each grade level, per trimester.

- g. Plan and schedule assemblies/rallies, two to three times per year.
 - h. Plan and schedule student dances, at least two per year and oversee the 8th grade graduation dance.
 - i. Oversee Friday snack bar.
 - j. Must communicate with parents regarding activities (through online app, email, or text). Must provide the school office with a copy of all activities.
5. Academic Tutoring: (multiple positions) \$30 per hour paid on regular payroll check with student sign in sheets and time card acceptance.
- a. Must communicate with parents regarding tutoring (through online app, email, or text). Must provide the school office with a copy of tutoring schedule.
6. Yearbook Advisor: (1 position) \$1,750 per year paid Dec 30 (50%) and May 30 (50%) on regular payroll check with student sign in sheets for activities held prior to Dec 30 and May 30.
- a. Set up a student team to ensure pictures are taken of all school events and attend the majority of school events to manage the student team (and ensure pictorial coverage of events).
 - b. Produce an affordable and professional Yearbook that includes: quality pictures of student events, classroom and student photos, Mid Valley pages, School Administration/Employee pages, Board of Trustee page(s), etc.
 - c. Manage the publication of the Yearbook, including communications between the School and company selected to produce the Yearbook.
 - d. Coordinate the selling of 8th grade graduate advertisements.
 - e. Coordinate the selling and distribution of yearbooks.
 - f. Manage records and receipts related to yearbook and ad sales.
 - g. Must communicate with parents regarding activities (through online app, email, or text). Must provide the school office with a copy of all activities.

7. Music Advisor: (1 position) \$3,000 per year paid Dec 30 (50%) and May 30 (50%) on regular payroll check with student sign in sheets for activities held prior to Dec 30 and May 30.
 - a. Schedule practices and rehearsals after normal contracted time.
 - b. Schedule two concerts, preferably in Winter and Spring, and one performance for Back to School, Open House or other school event, as suggested by the Superintendent/Principal.
 - c. Schedule performances for the general public as requested after normal contracted time.
 - d. Music can incorporate both instruments and choir, at the discretion of the advisor.
 - e. Advisor maintains all records relating to student instrument checkout, handling, maintenance, care, etc.
 - f. Must communicate with parents regarding activities (through online app, email, or text). Must provide the school office with a copy of all activities.
8. Drama Advisor: (1 position) \$1,500 per year paid Dec 30 (50%) and May 30 (50%) on regular payroll check with student sign in sheets for activities held prior to Dec 30 and May 30.
 - a. Schedule practices and rehearsals after normal contracted time.
 - b. Schedule two drama productions each year, as suggested by the Superintendent/Principal.
 - c. Schedule performances for the general public as requested after normal contracted time.
 - d. Coach Peach Blossom performances.
 - e. Clean and organize the stage area after each performance.
 - f. Must communicate with parents regarding activities (through online app, email, or text). Must provide the school office with a copy of all activities.
9. Garden Advisor: (1 position) \$2,000 per year paid Dec 30 (50%) and May 30 (50%) on regular payroll check with student sign in sheets for activities held prior to Dec 30 and May 30.

- a. Send out permissions slips for student involvement, ensure students are picked up on time, schedule days after normal contracted time and communicate regularly with parents.
 - b. Garden should meet a minimum of once per week while school is in session, in addition to appropriate oversight in summer.
 - c. Set up garden with appropriate garden beds, soil and tools within the prescribed budget.
 - d. Tend to garden in all seasons, keeping the area clear of weeds and debris.
 - e. Organize tools and supplies and secure large pieces of equipment from possible theft.
 - f. Produce varied vegetables and/or fruit, or other agricultural products, throughout the year.
 - g. Must communicate with parents regarding activities (through online app, email, or text). Must provide the school office with a copy of all activities.
10. Athletic Director: (1 position) \$2,500 per year paid Dec 30 (50%) and May 30 (50%) on regular payroll check with time sheet for activities held prior to Dec 30 and May 30.
- a. Oversee coaches advertisement of sports, tryout sessions and selecting from eligible student-base.
 - b. Attend league meetings prior to each sport.
 - c. Organize events with maintenance prior to the event and clean up after the event.
 - d. Oversee communication with parents regarding permission slips, practices, games, cancelations/rescheduling, etc. (through online app, email, or text). Collect a copy of all practices and games.
 - e. Oversee practices each week throughout the season.
 - f. Attend every game and tournament.
 - g. Oversee students are picked up after practices, games or tournaments.
 - h. Must conduct themselves in a professional manner when engaging with parents, referees, other coaches, etc.
 - i. Schedule and oversee transportation for sports.

- j. Pass out uniforms and collect uniforms for each sport.
 - k. Collect student sign in sheets and time cards at the conclusion of each sport. Work with the payroll department to help organize.
 - l. Oversee Pee Wee track meet with administration.
11. Overnight Field trip: (or 12+ hours in one day) (As assigned) \$150 per night, paid within 10 working days of timesheet acceptance.
12. Remedial Summer School: (As assigned) \$2,000 per pay period.

Other Approved Services

- P. Teachers who provide District authorized services beyond the regular workday will be paid Seventy-Five-Dollars (\$75) for each full workday or the pro-rata amount for less than a full workday. This provision will apply to those activities that have been approved in advance by the District. Teachers who provide District required services beyond the regular workday will be paid their normal Daily rate for each full workday or the pro-rata amount for less than a full workday. Activities listed in VI-B and those that receive a stipend (VIII-N) are excluded from this provision. (1)

Certificated Salary Schedule

- Q. Beginning July 1, 2025, the Certificated Salary Schedule is increased by 2.3% as reflected in Appendix E for all persons in the unit who are employed by the District as of the date of ratification by both parties.

ARTICLE IX: ASSOCIATION RIGHTS

- A. The Association will have all rights guaranteed to it by the Rodda Act, Government Code Section 3543.1 which is restated as follows:
1. The exclusive right to represent unit members in employment relations with the District.
 2. The right of access at reasonable times to areas in which employees work, the right to use institutional bulletin boards, mailboxes and other means of communication, subject to reasonable regulation, and the right to use institutional facilities at reasonable times for the purpose of meetings concerned with the exercise of the rights guaranteed by this law.
 3. A reasonable number of representatives of the exclusive representative will have the right to receive reasonable periods of released time without loss of compensation when meeting and negotiating and for the processing of grievances.
- B. The Association will reimburse the District for any costs incurred by the District in connection with the Association's use of the District's telephones for long distance calls, fax machines, and/or copy machines when the District supplies the paper.
- C. To promote harmonious public employment relations, the Association shall be entitled to a minimum of ten (10) uninterrupted minutes at the end of each faculty meeting at each school site to communicate with bargaining unit members. This Association time shall be bargaining unit members only. District and/or school site administration shall not be present during Association time.

ARTICLE X: GRIEVANCE PROCEDURES

Definitions

- A. “grievance” is an alleged violation, misapplication or misinterpretation of a specific provision of this Agreement which adversely affects the grievant.
- B. A “day” is any day in which the District office is open for District business.
- C. The “immediate supervisor” is the principal or other management employee of the District having immediate jurisdiction over the employee filing the grievance.
- D. A “grievant” may be one or more employees of the District or the Association.

General Provisions

- E. Failure at any level of this procedure to communicate the District’s decision on a grievance within the specified time limits will permit the aggrieved employee to proceed to the next level. Failure at any step of this procedure to appeal a grievance to the next level within the specified time limits will be deemed as acceptance of the decisions as rendered by the District. Time limits set forth in the grievance procedures may be extended by mutual consent.
- F. Forms for filing and processing grievances are attached to this Agreement. (See Appendix F.)
- G. Within the specified time limit, either party may request a personal conference with the other party and the conference will be held.
- H. A grievant may be accompanied at any stage of the grievance by a representative of the Association. The grievant will be present at all stages of the processing of the grievance.
- I. Once a grievance arising from a particular incident(s) or circumstance(s) has been resolved at the final stage of the grievance procedures, another grievance based on that particular incident may not be filed.
- J. All documents, communications and records dealing with the processing of a grievance will be filed in a separate, confidential grievance file and will not be kept in the personnel file of any of the participants.
- K. Released time, if necessary, for conferences will be provided the grievant and one Association representative.

- L. The filing of a grievance will in no way interfere with the right of the Board to proceed in carrying out its management responsibilities and decisions prior to a final resolution of the grievance. If, while the grievance is pending, a grievant fails to carry out a lawful order, requirement or directive, the grievant may be disciplined for insubordination.
- M. It is the intention of the parties to encourage an informal and confidential atmosphere in the resolution of the grievance.

Informal Level

- N. Before filing a written grievance, an employee will first discuss the basis for the alleged grievance with the immediate supervisor with the objective of resolving the matter through an informal conference.

Formal Level

Level One

- O. Within ten days following the occurrence or the omission giving rise to the grievance or when the employee should have reasonably had knowledge of the grievance, the employee must present the grievance on the District approved form to the immediate supervisor.
- P. The written grievance will include a statement of facts and the resolution sought.
- Q. The immediate supervisor will communicate a decision to the employee in writing within ten days after receiving the grievance. If the supervisor does not respond within the time limits, the employee may appeal to the next level of the grievance procedures. The appeal must be made within ten days following the expiration of the time limit specified above.

Level Two

- R. If the employee is not satisfied with the decision on the grievance at Level One, the employee may appeal by filing the appeal with the Superintendent or his/her designee within ten days after the written decision at Level One has been delivered. If the Superintendent is the immediate supervisor, the grievant will skip Level Two and proceed to Level Three.
- S. The statement filed at this level will include a copy of the original grievance, a copy of the decision rendered and a statement of the reason(s) for the appeal.
- T. The Superintendent or his/her designee will communicate his/her decision in writing within ten days following receipt of the appeal. Either the employee or the

Superintendent or his/her designee may request a personal conference with the other within the time period for filing the appeal to the deadline for the rendering of a decision. If the Superintendent or his/her designee does not render a written decision within the prescribed time limit, the employee may appeal to Level Three. The appeal must be made within ten days after the expiration of the time limit.

Grievance Mediation

- U. Following Level Two, either party may request that the grievance be submitted to Mediation. The parties will schedule a mediation session at a mutually agreeable time to attempt to find a resolution to the grievance. In the event that a resolution is not achieved, neither party will introduce the form or content of the mediation at Level Three of the grievance procedure.

Level Three

- V. In the event that the employee is not satisfied with the decision at Level Two, the Association may appeal the decision in writing to Binding Arbitration subject to the rules of the American Arbitration Association within five days. The parties agree to utilize the services of the California State Mediation and Conciliation Service to obtain a panel of arbitrators. In order to select an Arbitrator, the parties will alternately strike from the panel until one name remains.
- W. The Arbitrator will conduct a hearing consistent with the Rules of the American Arbitration Association and render a final and binding determination on the grievance.
- X. The parties will share equally in the fees of the Arbitrator. Each party is responsible for the costs of presenting its case.

ARTICLE XI: PROFESSIONAL DUES

- A. Any teacher who is a member of the Association or who has applied for membership in the Association may sign and deliver to the District an assignment authorizing deduction of unified dues, initiation fees and general assessments of the Association.
- B. Pursuant to the authorization, the District will deduct one-tenth (1/10) of such dues from the regular salary warrant of the teacher each month for ten (10) months.
- C. The District agrees to remit promptly all sums to the Membership Processing Office of the California Teachers Association, Post Office Box 4178, Burlingame, California 94011-9986, accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership on the Association, and indicating any changes in personnel from the list previously furnished.
- D. The Association and District agree to furnish to each other any information needed to fulfill the provisions of this Article.

ARTICLE XII: LEAVES

Sick Leave

- A. Each teacher employed five (5) days per week by the District will be entitled to eleven (11) days' leave of absence for illness or injury, exclusive of all days he/she is not required to render service to the District, with full pay for a school year of service. A teacher employed for less than five (5) school days per week will be entitled, for a school year of service, to that proportion of eleven (11) days' leave of absence for illness or injury as the number of days he/she is employed per week bears to five (5). Pay for any day of absence will be the same as the pay which would have been received had the employee served during the day. Credit for leave of absence need not be accrued prior to taking the leave by the employee. The leave may be taken at any time during the school year. If the teacher does not take the full amount of leave allowed in any school year under this section, the leave not taken will be accumulated from year to year with additional leave days as the Board may allow.
1. The District may, when it has a reasonable suspicion of abuse of leave under this section, require a teacher to either produce a statement from a licensed physician showing proof of illness or injury, or require the teacher to submit to a medical examination by a physician selected by the District.
 2. The District will not discriminate against evidence of treatment and the need of treatment by the practice of the religion of any well-recognized church or denomination.
 3. The provisions of Education Code section 44977 relating to compensation will not apply to the first eleven (11) days of absence plus any accumulated leave time due to illness or accident any teacher employed five (5) days per week or to the proportion of eleven (11) days of absence to which the teacher employed less than five (5) days per week is entitled due to illness or accident or to additional days granted by the Board, (Education Code section 44978).

Extended Illness Leave

- B. When a teacher is absent from duty because of illness or accident for a period of five (5) school months or less, whether or not the absence arises out of or in the course of the teacher's employment, the amount deducted from the teacher's salary due to him/her for any month in which the absence occurs shall not exceed the sum which is actually paid to a substitute teacher employed to fill the position during his/her absence or, if no substitute teacher was employed, the amount which would have been paid to the substitute teacher had he/she been employed. The District will make every reasonable effort to secure the services of a substitute teacher (Education Code section 44977).

Pregnancy Disability Leave

- C. The District will provide for leave of absence from duty for any teacher who is required to be absent from duties because of pregnancy, miscarriage, childbirth and recovery. The length of the leave of absence, including the beginning date of the leave and the date of the teacher's return to duty will be determined by the teacher and her physician.
- D. The Family Medical Leave Act (FMLA) 825.02 (c) states that when leave is taken after the birth or adoption of a healthy child or to care for an ill child, the leave may be taken intermittently or on a reduced leave schedule if approved by the District (Ed. Code 44960) not to exceed a total of twelve (12) weeks per calendar year. FMLA leave is not required during which the mother has a serious health condition in connection with the birth. The district must approve intermittent or reduced work schedule. Any leave taken, under FMLA or the CA Family Rights Act is unpaid.
1. Disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery are, for all job-related purposes, temporary disabilities and will be treated as any other health or temporary disability as to any insurance or sick leave plan available in connection with employment by the district.
 2. Disability due to pregnancy or childbirth will be treated the same as any other temporary disability. The CA Family Rights Act permits the twelve weeks allowed under the FMLA rules to run concurrently with pregnancy disability leave but shall not commence until the expiration of the pregnancy disability leave (Government Code 12945, 12945.2; 2 CCR 7297.6)

3. Any teacher will have the right to use sick leave for absences caused by pregnancy, miscarriage, childbirth and recovery (Education Code section 44965).

Bereavement Leave

- E. Each teacher is entitled to a leave of absence not to exceed three (3) days, or five (5) days if out-of-state travel is required, because of the death of any member of his/her immediate family. No deduction will be made from the salary or the accumulated sick leave or any other leave provided by the Education Code or this Agreement.

The immediate family for this section includes the employee's mother, father, grandmother, grandfather or grandchild of the employee or the employee's spouse and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee or any relative living in the immediate household of the employee (Education Code Section 44985).

Personal Necessity Leave

- F. Up to seven (7) days of sick leave allowed by Education Code Section 44978 may be used by the teacher, at his/her election, in cases of personal necessity. The District will adopt rules and regulations requiring and prescribing the manner of proof of personal necessity for purposes of this section. One (1) of the seven (7) days per year may be used at the discretion of the unit member without disclosing the reason for the absence (i.e., "No Tell Day"); however, all other rules and regulations shall apply to the use of this day.

1. The teacher will not be required to secure advance permission for leave taken for any of the following reasons:
 - a. Death or serious illness of a member of his/her immediate family.
 - b. Accident, involving his/her person or property, or the person or property of a member of his/her immediate family.
2. No accumulated leave in excess of seven (7) days may be used in any school year for the purposes enumerated in this section unless a maximum number of days in excess of seven (7) days are specified for that purpose in an agreement between the exclusive representative and the District (Education Code section 44981).

ARTICLE XIII: TIP

- A. Teacher Induction Program: This component shall provide peer assistance to teachers participating in the Teacher Induction Program (TIP).
- B. Stipend for Supporting Providers is \$2,000 yearly, if teacher holds a clear credential. Timecards and/or program completion documentation must be submitted by May 15 and will be paid on the regular May payroll run.
- C. Participation in the Program shall not create nor expand any rights to retention or permanency as set forth in Education Code section 44929.21 pertaining to probationary employees.

ARTICLE XIV: DRESS CODE

The district believes that employees of the school district can more effectively carry out their respective functions and responsibilities which help meet the School District's primary function of educating students when staff members dress in a professional manner. Students, parents, and other community members who interact with staff members are more likely to respond favorably to a staff member who dresses professionally. Students are more likely to show respect and follow directions from a staff member who dresses professionally. Therefore, the Board adopts the following dress code for staff members:

1. Staff should look professional at all times, exceeding the expectations set for students.
2. Clothing shall be sufficient to appropriately conceal undergarments at all times. Articles of clothing, clothing styles or shoes, which present a hazard to the health or safety of the employee or are disruptive/distraction to the educational practices are not acceptable.
3. Haircuts, hairstyles, and make-up which features unusual or extreme colors to the extent they are disruptive to the educational process are not acceptable.
4. Dress may vary depending upon special activities.
5. Examples of Professional Dress:
 - a. Dresses, skirts, shorts; no more than 2" above the knee. Leggings may be worn with a dress/shirt/top that's fingertip length;
 - b. Tops-plain or decorative, blouses and shirts should be modestly cut
 - c. Sweaters, blouses, collared shirts;
 - d. Jackets, blazers, vests;
 - e. Blue jeans that are hemmed, unfrayed and in good condition are acceptable;
 - f. Shoes: dress shoes, dress sandals (including open toe) with heel straps (no beach type sandals), athletic shoes.
 - g. School Spirit gear is encouraged on Fridays.

Any employee deemed inappropriately dressed according to this dress code policy will be sent home until he/she returns with appropriate attire. (Board Policy 4219.21 (14))

ARTICLE XV: TEACHER SAFETY

Students

- A. At the beginning of the established work year, teachers shall be provided with a copy of the Student Conduct Code, Student Discipline Regulations (Board Policy 5144.1), as well as the regulations on Student Suspension and Expulsion/Due Process (Administrative Regulation 5144.1).
- B. Pursuant to Education Code section 48910, a teacher may suspend any student for the day of the suspension and the day following from the teacher's class for any acts enumerated in California Education Code Section 48900.
- C. When suspending, or otherwise removing, a student from the classroom for any of the acts enumerated in Education Code Section 48900, the teacher shall immediately report this action to the principal and send the student to the principal for appropriate action, including, but not limited to, suspension from school.
- D. As soon as possible following a student's suspension from the classroom, the teacher shall request that the student's parent/guardian attend a parent-teacher conference regarding the removal. When, in the judgment of a teacher, a student's behavior represents a danger to the safety of the teacher and/or others s/he shall immediately so inform the principal or designee. The principal or designee shall arrange as soon as possible for a conference between him/herself, the teacher, and if appropriate, support personnel to discuss the problem.
- E. A student suspended from class pursuant to Education Code section 48910 shall not be returned to class during the period of suspension without the concurrence of the teacher of the class and the principal.
 1. A student suspended from class shall not be placed in another regular class during the period of the removal. However, if a student is assigned to more than one class per day, he/she may be placed in any other regular classes except those held at the same time as the class from which the student was removed.

2. A teacher of any class from which a student has been suspended may require the student to complete any assignments and tests missed during the period of removal.
 3. Pursuant to Board Policy 5144.1, as soon as possible after the teacher decides to suspend a student, he/she shall ask the student's parent/guardian to attend a parent-teacher conference regarding the suspension. A counselor or psychologist may attend the conference if it is practicable, and a school administrator shall attend if either the parent/guardian or teacher so requests.
- F. Pursuant to Education Code section 49079, a unit member shall be informed in writing at the time a student is enrolled in his/her class, or as soon as the District knows, of the student's history of violent behavior or conduct which caused, or was a threat to cause, bodily injury to another person. Any information received by a unit member pursuant to this provision shall be maintained in confidence and shall not be further disseminated by the unit member.
- G. Teachers shall immediately report cases of assault or threatened violence suffered by them in connection with their employment to their principal or designee who shall use his/her/their professional judgment to determine if it is necessary to report the incident to the appropriate law enforcement authorities and take appropriate student discipline action. If the principal or immediate supervisor is not present to take appropriate action, the teacher shall report the incident to the District Office immediately for appropriate action.
- H. School administrators shall investigate any report of assault, battery, workplace violence, sexual harassment, or threats to engage in conduct of this nature and when appropriate, take corrective action.
- I. Teachers shall be notified of and have access to a student's IEP and/or 504 Plan as soon as possible once that student is enrolled in the teacher's class.

Working Environment

- A. Teachers shall not be required to work under unsafe conditions or to perform tasks which endanger their health, safety, or well-being. Teachers shall report unsafe working conditions to their immediate supervisor as soon as possible. The District shall investigate allegedly unsafe or unhealthy working conditions at District work sites.
- B. The District will assist teachers with home visits when necessary. No teacher will be responsible for making home visits alone.

ARTICLE XVI: EFFECT OF THE AGREEMENT/SIGNATURES

- A. It is the intention of the parties that this Agreement set forth the full and entire understanding of the parties regarding all matters set forth herein, and any prior or existing understandings or agreements by or between the parties, whether formal or informal, regarding any such matter, are hereby superseded and terminated in their entirety.
- B. The term of this Agreement is July 1, 2024 through June 30, 2027 or until a successor agreement is reached.

SIGNATURES

**KIT CARSON EDUCATORS
ASSOCIATION/CTA/NEA**

Joe Chusman
Courtney Bell

Date: *2/19/2026*

**KIT CARSON UNION
ELEMENTARY SCHOOL DISTRICT**

Michelle King

Date: *2/25/26*

APPENDIX A: CERTIFICATED EVALUATION SUMMARY

Kit Carson Union School District

Name: _____ School: Kit Carson Grade Level: ____ Date: _____

Probationary Year [1] [2] Permanent

ENGAGING & SUPPORTING ALL STUDENTS IN LEARNING:

- Meets and/or exceeds District expectations
- Needs to improve to meet District expectations

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

Comments:

CREATING & MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING:

- Meets and/or exceeds District expectations
- Needs to improve to meet District expectations

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

Comments:

UNDERSTANDING & ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING:

- Meets and/or exceeds District expectations
- Needs to improve to meet District expectations

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

Comments:

PLANNING INSTRUCTION & DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS:

- Meets and/or exceeds District expectations
- Needs to improve to meet District expectations

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

Comments:

ASSESSING STUDENT LEARNING:

- Meets and/or exceeds District expectations
- Needs to improve to meet District expectations

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

Comments:

DEVELOPING AS A PROFESSIONAL EDUCATOR:

- Meets and/or exceeds District expectations
- Needs to improve to meet District expectations

- Reflecting on teaching practice and planning professional development.
- Establishing professional goals and pursuing opportunities to grow professionally.
- Working with communities to improve professional practice.
- Working with families to improve professional practice.
- Working with colleagues to improve professional practice.

Comments:

Suggestion(s) to enhance student learning: _____

SUMMARY:

Evaluator's Signature _____ Date: _____

Principal's Signature _____ Date: _____

Teacher's Signature _____ Date: _____

APPENDIX B: OBSERVATION FORM

KIT CARSON UNION SCHOOL DISTRICT
OBSERVATION FORM

Teacher: _____ Grade: _____ Date: _____ Time: _____

I observed:

Students:

Teacher:

Comments:

- | | |
|---|---------------------------------------|
| Instructional Methodology: | Grouping Strategy: |
| <input type="checkbox"/> directed lesson | <input type="checkbox"/> whole class |
| <input type="checkbox"/> cooperative learning | <input type="checkbox"/> small groups |
| <input type="checkbox"/> "hands-on investigation" | <input type="checkbox"/> individual |

Summary:

Administrator

Date

Teacher

Date

APPENDIX C: CERTIFICATED RECOMMENDATION FORM

Kit Carson Union School District

Name: _____ School: Kit Carson Grade Level: _____ Date: _____
 Probationary Year [1] [2] Permanent

SUMMARY OF EVALUATION:

Walk Through Observation(s) Date(s) _____
Full Lesson Observation(s) Date(s) _____
Follow up Conferences Date(s) _____

STATUS:

- Recommended
- Not Recommended (probationary or temporary only)
- Unsatisfactory (Remediation as enumerated in Article V section G)

Evaluator's Signature _____ Date: _____

Principal's Signature _____ Date: _____

Teacher's Signature _____ Date: _____

APPENDIX D: 2025-2026 CALENDAR

KIT CARSON UNION ELEMENTARY SCHOOL DISTRICT 2025/2026 CALENDAR								
MONTH	M	T	W	TH	F	Reg. Mo.	Days Taught	Significant Dates
AUGUST					1			
	4	5	[(6)	(7)	(8)			Aug 6-12 Teacher Work Days
	(11)	(12)	<13	14	15			Aug 12 Instructional Aides Start
	18	19	20	21	22			Aug 13 First Day of School
	25	26	27	28	29			
SEPTEMBER	1	2	3	4	5	1	17	Sep 1 Labor Day
	8	9	10	11	12			
OCTOBER	15	16	17	18	19			
	22	23	24	25	26			
	29	30	1	2	3	2	20	
	6	7	8	9	10			Oct 10 Parent/Teacher Conference
NOVEMBER	13	14	15	16	17			
	20	21	22	23	24			
	27	28	29	30	31	3	19	
	3	4	5	6	7			Nov 7 End of Trimester 1 (61 Days)
	10	11	12	13	14			Nov 11 Veteran's Day
DECEMBER	17	18	19	20	21			
	24	25	26	27	28	4	14	Nov 24-28 Thanksgiving Break
	1	2	3	4	5			
	8	9	10	11	12			
JANUARY	15	16	17	18	19			
	22	23	24	25	26	5	15	Dec 19 Early Release
	29	30	31	1	2			Dec 22-Jan 9 Winter Break
	5	6	7	8	9			Jan 12 School Resumes
	12	13	14	15	16			
FEBRUARY	19	20	21	22	23	6	9	Jan 19 Martin Luther King Jr. Day
	26	27	28	29	30			
	2	3	4	5	6			
	9	10	11	12	13			Feb 9 Lincoln's Birthday
MARCH	16	17	18	19	20	7	18	Feb 16 Washington's Birthday
	23	24	25	26	27			Feb 27 End of Trimester 2 (56 Days)
	2	3	4	5	6			
APRIL	9	10	11	12	13			
	16	17	18	19	20	8	20	
	23	24	25	26	27			
	30	31	1	2	3			Mar 30-Apr 6 Spring Break
MAY	6	7	8	9	10			
	13	14	15	16	17	9	14	
	20	21	22	23	24			
	27	28	29	30	1			
JUNE	4	5	6	7	8			
	11	12	13	14	15	10	20	
	18	19	20	21	22			May 25 Memorial Day
JUNE	25	26	27	28	29			June 5 Last Day of School
	1	2	3	4	5	11	14	June 5 End of Trimester 3 (63 Days)

Teacher Workdays 180
 Student Year
 Board Approved: February 13, 2025
 KCEA Approved: February 13, 2025

Holidays/No School
 Testing dates to be determined

APPENDIX E: 2025-2026 CERTIFICATED SALARY SCHEDULE

**Kit Carson Union School District
Annual Certificated* Salary Schedule[^]
2025/2026****

	BA A	+15 B	+30 C	+45 D	+60 E
1	68,643	70,504	72,382	74,259	76,138
2	70,531	72,443	74,373	76,300	78,232
3		74,436	76,418	78,399	80,383
4		76,483	78,519	80,555	82,594
5		78,586	80,679	82,770	84,865
6		80,746	82,898	85,046	87,198
7		82,967	85,177	87,385	89,596
8		85,249	87,520	89,789	92,061
9			89,927	92,257	94,592
10			92,399	94,794	97,193
11			94,941	97,401	99,866
12			97,551	100,080	102,613
13			100,234	102,832	105,434
14				105,660	108,334
15				108,566	111,313
16				111,551	114,374
17					117,519
18					120,751

**Board Adopted 12/17/2025 Effective 7/1/25-6/30/26
 Longevity Stipend @ 21 years of credited service \$2,000 (paid monthly)
 Longevity Stipend @ 24 years of credited service \$2,000 (paid monthly)
 Master's Degree \$1,500 (paid monthly)
 Sub pay \$140/day, \$70/half day for days 1-19
 Sub pay \$170/day, \$85/half day for days 20+, must be consecutive
Certificated Health Insurance Cap- \$14,726.76 effective 10/1/25
 *Certificated Teachers and EL Specialist
 ^Annual paid over 11 months

Per Article VIII C: Placement in Column B or Column C on the certificated Salary schedule is based on a Preliminary Multiple Subject Teaching Credential or Preliminary Single Subject Teaching Credential. Placement in Column D or Column E on the certificated salary schedule is based on a Clear Multiple Subject Teaching Credential or Clear Single Subject Teaching Credential.

KIT CARSON UNION SCHOOL DISTRICT
LEVELS OF GRIEVANCE

LEVEL I

I hereby appeal to Level I

Signature of Grievant: _____ Date: _____

Date Received by Immediate Supervisor: _____

Date of Grievance Conference if Held: _____

Formal Response: _____

Date: ____ Signature of Level I Supervisor: _____

LEVEL II

I hereby appeal to Level II

Signature of Grievant: _____ Date: _____

Date Received by Superintendent/Designee: _____

Date of Grievance Conference if Held: _____

Response of Superintendent: _____

Date: ____ Signature of Level II Supervisor: _____

LEVEL III

Date of Grievant's Submission to Board of Trustees: _____

TO: Board of Trustees, Kit Carson Union School District

In conformance with the provisions of the Agreement, the Grievant hereby submits the foregoing matter to the Board of Trustees.

Date: ____ Signature: _____

Date Received by District: _____