

COLLECTIVE BARGAINING AGREEMENT

Between the

KENTFIELD SCHOOL DISTRICT

and

KENTFIELD TEACHERS ASSOCIATION/CTA/NEA

JULY 1, 2016 - JUNE 30, 2019

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AGREEMENT

THIS AGREEMENT is made between the KENTFIELD SCHOOL DISTRICT (District) through its BOARD OF TRUSTEES (Board), and the KENTFIELD TEACHERS ASSOCIATION/CALIFORNIA TEACHERS' ASSOCIATION/ NATIONAL EDUCATION ASSOCIATION (Association).

The term "Agreement" as used herein means the written agreement provided under Section 3540.1 (h) of the Government Code.

2

RECOGNITION

The District recognizes the Association as the exclusive representative for the employees of the Certificated Unit.

The Certificated Unit consists of all certificated employees excluding Principals, District Office administrators, day-to-day substitutes, home teachers on on-call status, independent contractors, and summer school employees.

This Agreement applies only to employees in the representation unit described above.

The composition of the recognized unit may be modified by agreement of the parties. In the event the parties cannot agree, the Public Employee Relations Board shall decide.

3

EMPLOYEE RIGHTS

Employees shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purposes of representation on all matters of employer-employee relations.

4

DISTRICT RIGHTS

The District shall retain those rights provided by law, except as modified in this agreement.

5

CURRENT WORK YEAR

The work year for members of the bargaining unit shall consist of one hundred and eighty seven (187) workdays. One hundred and eighty (180) of these days will be instructional

days. Seven (7) of the work days shall be specified as teacher workdays for planning, preparation, record keeping, in-service training, and year-end program evaluation; students will not be in attendance on these days.

The current work year shall be as set forth in Appendix A.

6  
TRAVEL

Mileage Payment for School Use of Private Auto

The Kentfield School District will reimburse employees for use of employee-owned vehicles at the rate equal to the IRS maximum mileage rate when the employee has been directed to use his own vehicle by the immediate supervisor. Payment shall not be authorized for travel between the District and the employee's residence.

7  
PROFESSIONAL DUES

Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the District an authorization for deduction of unified membership dues, and Certificated Unit membership fees. Such authorization shall continue in effect from year to year unless revoked in writing. Pursuant to such authorization, the District shall deduct one tenth of such dues from the regular salary check of the employees each month for ten months. Deductions for employees who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.

The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article. With respect to all sums deducted by the District pursuant to authorization of the employee, the District agrees to remit such monies to CTA accompanied by an alphabetical list of employees for whom such deductions have been made.

## PROCEDURES FOR EVALUATION

### 8.1 Purpose

It is the purpose of the evaluation process to assess the level of performance of each teacher according to the established elements for that teacher's position, and to collaboratively develop and implement each teacher's professional growth goals.

### 8.2 Process

At each school site the assigned site administrator will be responsible for the evaluation of teachers assigned to that school site. The special day class teachers, speech therapist, and nurse will be evaluated by the Director of Student Services. In instances where a teacher is assigned to two sites, the site administrators will alternate evaluation years for teachers who are assigned equally to both sites. Otherwise, the site administrator at the site where the teacher is assigned for a majority of the time will be the evaluator.

The Formal Evaluation Summary (FES) with a Final Rating were developed by a committee and approved by the Board. It lists the established standards and includes the elements used for assessment of job performance by the administrator in each of the standards.

The performance of all probationary and temporary teachers will be assessed using all of the evaluation standards. A permanent teacher shall be evaluated in all standards. However, an administrator and a permanent teacher who received a satisfactory rating in the prior formal evaluation may mutually agree to choose one or more elements in each of the evaluation standards and focus on one or more elements within the agreed upon standard. In such an instance, the teacher will be rated in the overall standard but not in the separate elements listed beneath the standard. If, in the course of the year, the administrator concludes that the focused evaluation is no longer appropriate, the administrator shall notify the teacher in writing of this fact and that a full evaluation report will be completed. No teacher shall receive a final rating of "needs improvement" or "unsatisfactory" unless that unit member has received a full evaluation.

Each of the five standards used in evaluation will be given an overall rating. These will be used to arrive at the required Final Rating of "Satisfactory", "Needs Improvement", or "Unsatisfactory" on the FES. Under each standard there are elements, which will give specific information about the standard. The ratings are defined as:

"Successfully Accomplished" means the teacher has met the standards of performance.

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|----------|---|
| Elements | • shows accomplishment at a consistent and effective level. |
| Standard | • the rating reflects an obvious strength of the teacher.   |

“Areas of Growth” means that while the teacher generally meets the standards of performance, there are areas which either the Principal or teacher feel will be the focus for on-going professional growth.

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| Elements | <ul style="list-style-type: none"><li>• permanent staff may have some elements checked. Probationary staff may have more areas checked in all five standards of the FES to indicate areas for professional growth.</li><li>• there is no overall standard rating for these elements.</li></ul> |
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“Needs Improvement” means the teacher is not consistent in his/her performance.

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| Elements | <ul style="list-style-type: none"><li>• some permanent staff may have elements checked and probationary staff will have several elements checked.</li></ul>  |
| Standard | <ul style="list-style-type: none"><li>• will be Needs Improvement if any of the elements are Unsatisfactory.</li><li>• may be Needs Improvement if one or more elements are Needs Improvement.</li><li>• narrative will explain reasons for rating if it is Needs Improvement or Unsatisfactory.</li></ul> |

“Unsatisfactory” means the teacher is ineffective in his/her performance.

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| Elements | <ul style="list-style-type: none"><li>• clearly indicates a need to work in this area and will be a target area for the administrator’s expectations for the teacher’s performance in the next evaluation.</li></ul>                                   |
| Standard | <ul style="list-style-type: none"><li>• may be Unsatisfactory if more than one element is Unsatisfactory.</li><li>• narrative will explain reasons for rating and will be supported by Formal Evaluation Summary documents (Appendix B 1-5).</li></ul> |

Comments to help clarify the Needs Improvement and Unsatisfactory notations or to indicate any exemplary performance in the standard should be inserted after each standard or summarized and attached to the FES. The narrative will describe areas of outstanding performance in either an element or standard. The target area for the next evaluation will be noted by the administrator in the Commendations/Recommendations section at the end of the FES.

A teacher will be evaluated only for aspects of the educational program within his or her job description. Separate job descriptions and evaluation forms were developed for the Librarians, Counselors and the District Resource Specialists/SDC Teacher.

In the event that an administrator and a teacher do not mutually agree, they shall follow this process:

First, make a good faith effort to resolve the differences themselves.

Second, if the disagreement persists, the parties may invite a mutually agreed-upon third party to assist in resolving the differences. The third party shall recommend alternatives to the teacher and administrator.

Finally, if either the teacher or administrator rejects all of the proposed alternatives, each shall have the opportunity to state their position on the matter(s) in dispute, and to have a written statement attached to the Formal Evaluation Summary.

In the event of irreconcilable differences between the teacher and the administrator, either party may request an alternative evaluator. An alternative evaluator will be selected only with the agreement of the teacher, administrator, and Superintendent or designee, and must be an administrator in the district.

Probationary and temporary teachers will be formally evaluated each school year. Their Formal Observations and Conferences and their Formal Evaluation Summary and Conference will be completed no later than February 15 of each year.

Permanent teachers will be formally evaluated every two years. Their Formal Observations and Conferences will be completed by April 1 and their Formal Evaluation Summary will be completed and given to the teacher no later than May 1 of each evaluation year. A permanent teacher may request a formal evaluation for a second consecutive year. Except as provided in this article, permanent teachers shall not be evaluated in consecutive years without just cause.

A permanent certificated employee and his/her evaluator may mutually agree that the employee will be evaluated every five years either through the Formal Evaluation process or through the Alternative Evaluation process, (Appendix B2 and B3) if:

1. The certificated employee has permanent status
2. Has been employed by the District for at least 10 years
3. Previous evaluations show that the employee meets or exceeds the standards

If either party wants to change the agreement to evaluate every five years, either may withdraw consent at any time.

Alternative Evaluation Process: If a certificated employee qualifies and his/her evaluator agrees, the teacher will design a three-year alternative evaluation starting in year one. The certificated employee will complete the evaluation by year three. The teacher's next evaluation will begin five years from the date the alternative evaluation was completed. For example, if a teacher starts his/her evaluation in the Fall of 2014-15, the final product is given to the evaluator in the Spring of 2017. The next evaluation begins five years later in the Fall of 2021. Possible alternative evaluations include, but are not limited to, self-evaluation, peer evaluation, a project, or a portfolio. The teacher and evaluator will work together to design an evaluation that enhances the teacher's professional capacity.

All monitoring or observation of a teacher's work performance will be conducted openly and with full knowledge of the teacher.

The evaluation and assessment of a certificated teacher's competence pursuant to this section shall not include the use of publishers' norms established by standardized tests.

If a teacher receives a final unsatisfactory rating, the teacher and administrator will develop a plan for improvement within ten (10) school days of the Summary Conference. The plan will address areas identified for improvement in the Summary Conference. The plan will remain confidential except for aspects designated by the teacher. The teacher will be re-evaluated the following school year. If the teacher's overall rating is then satisfactory, the improvement will be noted on the previous Formal Evaluation Summary. If a teacher receives a final Needs Improvement rating, and subsequently receives a Satisfactory rating in the next evaluation cycle, the improvement will be noted on the previous Formal Evaluation Summary.

The formal evaluation process includes four sections:

1) Pre-Evaluation Conference:

Prior to November 1, each administrator charged with evaluating personnel will confer with each teacher to be formally evaluated. The conference will include a review of; (1) the evaluation process, (2) the established evaluation standards, (3) the appropriate documents on curriculum standards, (4) the teacher's job description, (5) the teacher's professional growth goals for the year, mutually agreed upon by the teacher and the administrator, (6) the statement of the administrator's expectations for the teacher's performance, and (7) the recommendation for areas that need improvement as identified in the FES of prior evaluations. If circumstances warrant, the teacher and administrator will reconsider plans for the year.

2) Formal Observations with pre- and post-Observation Conferences:

The required formal observations and conferences will be completed by February 15 for probationary and temporary teachers and by April 1 for permanent teachers.

Written formal observations shall be based upon the standards, goals and expectations using the procedures of the evaluation process as set forth in Section One (1) above.

A minimum of four formal observations (for probationary teachers) and two formal observations (for probationary teachers who have earned tenure in a previous district and for permanent teachers) of at least thirty (30) consecutive minutes each, is required prior to the completion of a Formal Evaluation Summary. With agreement of both the teacher and the administrator, the number of formal observations may be reduced to one (1) for permanent teachers.

The administrator will hold a pre-observation conference with the teacher within two (2) school days prior to any formal observation or at another mutually agreed-upon time, and will hold a post-observation conference with the teacher within a maximum of five (5) school days after a formal observation or at another mutually

agreed-upon time. At this time, a written observation summary and the FES, Formal Evaluation Summary, will be presented, reviewed and specific compliments, concerns, ideas, suggestions, or requests shall be noted, initialed, dated, and attached to the FES. There is no deadline for a teacher's written comments, however, comments received by the Superintendent or designee after May 15 must be in the form of a signed and dated attachment for the FES.

The administrator will take positive action to support the teacher in areas indicated as a Needs Improvement or Unsatisfactory. The administrator's role is to make specific recommendations for improvement and to provide support to implement the recommendations. Support will include the development of a reasonable time schedule to monitor progress, the formulation of a written plan to measure improvement, and the provision of additional resources as needed. The teacher's role is to work with the administrator to develop the plan and to implement recommendations. At the request of either the administrator or the teacher, progress conferences will be held and a notation made on the written plan to be incorporated in the FES.

3) Informal Observations with optional conferences:

An informal observation is a review by the administrator of a classroom program without pre-observation or post-observation conferences or a written summary. A post-observation conference and/or a written summary will be provided at the request of the teacher or at the discretion of the administrator.

4) Summary Conference:

In preparing the Formal Evaluation Summary for placement in the teacher's personnel file, the administrator will rely primarily upon data collected through formal and informal classroom observations and pre-observation and post-observation conferences. At the summary conference all sections of the Formal Evaluation Summary (see Appendix B1) will be finalized. As appropriate, this will include; 1. comments and commendations as well as, 2. comments and recommendations for areas of performance that need improvement as noted in the prior or current Formal Evaluation Summary. Areas for improvement that had been brought to the attention of the teacher and which subsequently have been corrected shall be noted in the Formal Evaluation Summary. The teacher will receive the Formal Evaluation Summary and any attachments by May 1 and at least one (1) school day before the Summary Conference. This conference will be held at the mutual convenience of the teacher and the administrator.

The Formal Evaluation Summary, which includes all documentation of the evaluation process will be signed by all parties. In addition to the teacher's signature, the forms will carry the signatures of the administrator and the Superintendent or designee. The signature of the person being evaluated does not indicate that he/she agrees with the evaluation but only that he/she has been presented with a copy and that a Summary Conference was held at the mutual convenience of the administrator and the teacher. The Superintendent or designee's signature will

indicate that he/she has read the evaluation and that the evaluation has been completed in a timely manner. The original copy will be presented to the teacher by the dates specified in this Article. A copy will be placed in the teacher's personnel file. A teacher may make written comments on his/her original copy of the FES and give a copy to the Superintendent or designee by May 15 or may, at any time after that, submit written comments to be included with the FES in their personnel file. A notation to that effect should be made in the Summary Conference section of the FES.

Any written document which is developed by the administrator as part of the evaluation process shall not be grievable unless it contains statements which are arbitrary, capricious or without basis in fact. A teacher may grieve any other part of the procedures for evaluation through the grievance procedure (Article 11- Grievance Procedure). A teacher is entitled to have a representative of his/her choosing accompany him/her to all evaluation conferences.

### 8.3 Personnel Files

The District Office will maintain a single permanent file for each teacher. It will include sections for; (1) application and hiring information, (2) credentials, (3) transcripts, (4) evaluations, (5) correspondence, and (6) business office information.

A working file for each teacher currently being evaluated will be kept in the office of the administrator responsible for the evaluation. At the end of an evaluation year, the Formal Evaluation Summary, to include all Formal Observation Summaries, all Informal Observation Summaries, all Pre-evaluation Conference documents, and all the teachers' responses to the evaluation process will be placed in the teacher's permanent file. All other material in the working file will be presented to the teacher.

Materials in the personnel file of a teacher, except as noted below, will be made available for inspection by the teacher and, upon request, a copy will be provided. Upon authorization by the teacher, a representative of the teacher's choice may review the teacher's file or accompany the teacher in any review of his/her file. Material which may be excluded from inspection will be limited to ratings, reports or records which:

1. Were obtained prior to the employment of the teacher.
2. Were prepared by identifiable teacher-hiring committee members.

No written complaint will be included in the personnel file unless the complaint has been dealt with in the manner described in Article 25, Complaint Notification Obligation and Investigation.

Material of a derogatory nature, except material excluded in accordance with section 1 or 2 above, shall not be entered or filed unless and until (1) the District has investigated the incident on which the material is based, (2) the teacher is given written notice of the material and an opportunity to meet with the administrator placing the matter in the file, and (3) the teacher has an opportunity to review, to comment thereon, and to have attached to any such derogatory statement their own comments regarding such

statements. Such review, and any preparation of comments in response to the material and/or statement, shall take place during normal business hours, and the teacher shall be released from duty for this purpose without salary reduction. Material shall not be entered or filed if it is challenged and determined to be false under the District complaint policy or the grievance procedure. In the event the District fails to comply with the provisions of this section, such material shall not be allowed as evidence in any disciplinary action against the teacher or used by the District in any grievance filed by the teacher.

All material placed in the evaluation or correspondence sections of a teacher's personnel file after July 1, 1990 will be dated and signed by the author of the material.

Access to a teacher's personnel file will be limited to a "need to know" basis. Access authorization must be obtained from the Superintendent or designee. The contents of all personnel files will be kept in strictest confidence. The District will keep a log indicating the persons who have received authorization to review a personnel file, as well as the dates and purpose of the review. The log will be attached to the teacher's file and will be available for examination by the teacher or his/her authorized representative.

Personnel files will include information of the following types:

- initial application, verification of previous employment, if appropriate, resume and letters of recommendation
- college, graduate and post graduate transcripts
- copy of credential(s)
- evaluations
- correspondence, such as:
- written material, copies of which have been provided to the teacher prior to entry in accordance with the procedure above.
- letters of request for leaves and letters granting leaves
- notation of participation in special projects
- materials submitted by the teacher (e.g., newspaper articles)
- Business Office information

Any materials removed from the file will be returned to the teacher and will be identified in the log only by the original dates of the materials.

Any teacher is entitled to a representative at any conference which the teacher has with the administration regarding the entry of material into the personnel files.

#### 8.4 Personal and Academic Freedom

The private life of a teacher, including but not limited to his/her race, color, creed, age, sex, national origin, political affiliation, domicile, marital status, sexual orientation, physical handicap, membership in a teacher organization or participation in the activities of a teacher organization will not adversely affect the teacher's evaluation except as it may prevent the teacher from performing his/her assigned function during the workday.

The teacher will not be evaluated negatively for presenting controversial material providing that such material is relevant to the course content and that opposing points of view are presented to a class in a balanced fashion.

A teacher will not be evaluated negatively for expressing personal opinion (qualified as his/her personal opinion) to the class on all matters relevant to the course content in conjunction with other materials and/or other views, provided that opposing points of view are provided to the class in a balanced fashion.

## LESS-THAN-FULL-TIME EMPLOYMENT

### 9.1 Part-time Teachers Not in Retirement Process

#### Objective

Positions of less-than-full-time service are available to all employees, provided that such positions meet the educational needs of the District. These positions are available so that:

- (a) required staff reductions due to declining enrollment may be minimized;
- (b) personnel will have an opportunity to explore retraining programs and alternative occupations;
- (c) employees may pursue their education, travel, meet family responsibilities, or prepare for retirement;
- (d) permanent employees may pursue opportunities for job sharing; and
- (e) the District may establish positions that are less than full-time.

### 9.2 Application Procedure

Written requests for positions of less-than-full-time service shall be submitted annually to the Superintendent or designee prior to February 1 of the school year preceding the requested assignment. Not later than February 15, the Superintendent or designee will publish a list of all potentially available positions and a list of those requesting less-than-full-time service, so that individuals requesting less-than-full-time positions can meet with the Superintendent or designee or designee to develop job share positions which are mutually agreeable.

### 9.3 Job Share Positions and Selection Process

Provided it is in the best interest of the educational program as determined by the site administrator, and there is interest, there will be opportunity to have up to one job share position per grade level, between grades one (1) and five (5) with the site administrator having discretion to add an additional floating job share assignment between grades one (1) and four (4).

Teachers interested in applying for a job share will be responsible for finding a partner ("Team"). Each teacher will indicate his/her desire to job share during the upcoming school year with the preferred grade level or curriculum, along with identifying his/her team member on the Assignment/Grade Level Preference Form (AGLPF) that will be given

to teachers in February of the preceding school year. Teachers will submit this form to their site administrator by the last Friday in February.

The site administrator will then consider each job share Team and requested grade level identified on the AGLPF. Once the site administrator determines that the proposed Team is in the best interest of the educational program at the site, the site administrator will notify the Team regarding its potential job share assignment by March 1.

If there is more than one job share Team requesting a particular grade level, and it is in the best interest of the educational program at the site, the site administrator will conduct a lottery to determine the job share assignment. The lottery will be conducted in the presence of a mutually agreed-upon third party KTA representative and the impacted teachers.

Each selected job share Team can serve for up to three years in the grade level and/or job share assignment with approval of the site administrator, before choosing to reapply and undergo the above outlined selection process. The Team will also have the option to dissolve at the end of the first or the second year of the job share assignment.

The site administrator has the discretion to change or dissolve the job share assignment before the beginning of the school year if enrollment or staff changes/leaves require it.

#### 9.4 Part-time Assignment Exchange and Professional Days

In exchange for attendance at meetings during the work week prior to the first day of school, two (2) professional development days during the school year and regular Wednesday site meetings, part-time employees will receive the following:

1. Any part-time employee working 0.6 FTE or more will receive two (2) days of exchange of time without any pre-approval or the equivalent of two (2) days of substitute pay or a combination of these options. Employees shall indicate which method of compensation they choose by September 1. (Appendix P)
2. Any part-time employee working less than 0.6 FTE will receive three (3) days of exchange of time without any pre-approval or the equivalent of three (3) days of substitute pay or a combination of these options. Employees shall indicate which method of compensation they choose by September 1. (Appendix P)

#### 9.5 Compensation

A participant in the less-than-full-time positions program shall receive the portion of his annual salary, paid in equal monthly installments, in proportion to the amount of time worked. Employees who complete less-than-full-time assignments that are 0.4 FTE or more will receive salary schedule credit for one full year of service. Employees working less than 0.4 FTE will receive a prorated credit of service.

#### 9.6 Benefits

Employees working full time will receive full health benefits. Employees working 0.5 FTE or more will receive prorated health benefits. This section will apply to persons initially employed July 1, 1993 or after and those current full time employees who reduce their workload to part time July 1, 1994 or after.

Part-time employees will be eligible for all leaves provided. Retirement credit, sick leave and business leave will be prorated, with a minimum of one day for business leave. For example, a 0.5 FTE employee would receive the equivalent of 5 full days of sick leave. (Prep periods for less-than-full-time Kent Middle School employees will be prorated.)

#### 9.7 Assignment Clarification

An explanation of each less-than-full-time assignment will be issued by May 15, including, but not limited to: dates of the assignment, description of subject/grade level, school, salary, benefits, and adjunct duties.

Every effort will be made to assign employees returning to full-time status to the same or equivalent positions that they held prior to participating in the less-than-full-time positions program.

#### 9.8 Return to Full-Time Status or Continuation of Less-Than-Full-time Status

Employees wishing to remain in less than full-time status or return to full-time status for the next year must give written notice to the Superintendent or designee on or before February 1. Every effort will be made to assign employees returning to full-time status to the same or equivalent positions that they held prior to participating in the less-than-full-time positions program. Employees in less-than-full-time status shall not be denied their rights to return to a full-time position.

9.9 The District will attempt to schedule part-time employees so as to minimize breaks in their daily assignment.

## HOURS OF EMPLOYMENT

There will be no specific required hours of employment outside of the instructional day; rather, employees will carry out those duties that are professionally desirable to maintain a successful educational program. These shall include, but not be limited to, such traditional responsibilities as staff meetings, parent conferences, and professional development.

A. Effective July 1, 2015, the District and KTA have agreed to the following regarding prep time at Bacich Elementary. Specifically, the terms are as follows:

1. The District will provide two hours per month of separate meeting time for collaborative grade level meetings. These one-hour grade level meetings shall occur twice a month.
2. The District commits to assigning the 1:10 pm to 2:10 pm time slot on Wednesday minimum days for this collaboration. The time slot can be moved on a case-by-case basis by mutual agreement.
3. The District and KTA will look at the Bacich calendar at the beginning of the year and designate dates for the collaborative grade level meetings.
4. The agenda for the collaborative grade level meeting will be determined by each grade level.
5. At Bacich, one Wednesday each trimester shall be dedicated to report card writing, and the preceding Wednesday shall be dedicated to analyzing assessment data and report card writing. If the District redesigns the Bacich report card, the parties will reconvene to determine the impact, if any, on this provision.

B. The District and KTA also agree that any third party camps will be required to communicate with classroom teachers regarding the use of their classrooms and the placement of the student work on display and the furniture arrangement in the classroom. The communication will occur via a form, which will be required by the District of all third party camps using District facilities. The intent of this provision is to minimize disruption in the classroom set up and student work display, and to prevent teacher time from being spent on placing furniture back in the pre-camp use configuration.

### 10.1 Evening and Weekend Commitments

It is expected that employees will attend these evening commitments: Graduation, Back-to-School Night, Open House, and Parent Orientation(s). In addition, Bacich teachers will attend the annual parent concert for the students in the grade level they teach.

Employees may be required to attend other events which are professionally desirable to maintain a successful educational program and of necessity are scheduled in the evening. Any such requirement will depend on the employee's individual assignment, subject to the provisions below.

When a question is raised about an on-going event which is scheduled during the evening or weekend or when a new event is proposed which might be scheduled during the evening or weekend, the Association or District may request that the administrators and KTA Executive Council review the activity and determine whether the activity will be considered (1) a duty that is professionally desirable to maintain a successful educational program, (2) a fundraising/public relations event, or (3) extraordinary service. This meeting will be held prior to the event and with sufficient notice to staff members. When possible, when a new event is planned it will be proposed at least two months prior to the proposed date and the meeting to discuss the event will occur at least one month ahead of the proposed date.

A list of evening and weekend activities and their previous designation shall be maintained and updated annually, by October 1, by the Superintendent or designee and the Association President, and will be included as Appendix H to the Contract. This list shall provide a guideline in determining the status of new or reconsidered events.

### 10.2 Extraordinary Service

The District recognizes that there are some responsibilities which certificated staff members assume which are clearly over and above their professional duty to provide a successful classroom teaching program within the school day and the school year. The distinction has been made below as to whether the source of the compensation is the District or other sources.

It is the intention of the District that employees called upon to perform extraordinary service shall be compensated for their extra time at the agreed upon Extraordinary Service rate. Alternative compensation may include, but shall not be limited to: relief from yard duty, release time, or an extra day of leave. Teachers choosing this alternative shall meet with their Principal to work out a mutually agreeable plan.

- Staffing of any lunchtime activities is voluntary.
- The site administrator will post a list of paid lunchtime activities at the beginning of the school year.
- Pay for lunchtime activities is \$50 per hour.
- Site Council positions are state mandated, unpaid and voluntary positions to be filled by certificated staff members.
- All other duties are strictly voluntary, such as Be the Change, Sunshine Committee and Volunteer Tea/Lunch Committee. Teachers cannot be assigned to these committees by a site administrator. If teachers are not interested in staffing these committees, then they will not exist.

Examples of extraordinary service for which monetary compensation may be approved are listed below. Extraordinary service positions that are compensated will be credited toward the CalSTRS Defined Benefit Supplemental Plan.

POSITION	FUNDING SOURCE	COMPENSATION	SELECTION PROCESS (Teacher consent required)
Student Council	District	Hourly*	Principal

Summer Work, District requested	District	Hourly Rate*	Superintendent or designee
Mentor BTSA	State	Stipend	Superintendent or designee
Overnight field trips	Student Fees	Stipend of \$200/night	Principal/Superintendent or designee
Sub for other teacher	District	Hourly Rate*/or Exchange of Time	Principal
Dances/Games Nights Coordinator/Student Activities	District	Hourly Rate*	Principal
Additional Class Period**	District	Hourly per diem (rate ÷ 5)	Principal/Superintendent or designee
Lunchtime Activities	District	Hourly Rate*	Principal
Athletic Director	District	Stipend \$2000	Principal/Superintendent or designee

\* Hourly rate is \$50

\*\* If a need arises for a teacher to teach an additional period for a school year, the need will be advertised by the Principal to all Kent Middle School teachers, and staff will be given at least five (5) business days to indicate interest in the position.

Separate Class of Certificated Employees – These are non-time based compensation without release time with a term limit of three years.

- Effective November 18, 2015, the District and KTA agreed that all employees receiving Non-Time-Based Stipends without Release Time shall have their compensation credited to the Defined Benefit Supplemental Plan (DBS) for additional duties performed, which would be added to the employee's base salary. Included in this "separate class of certificated employees" will be:

Curriculum Chairs			Grade Level Coordinators		
		Stipend			Stipend
Kent	LA, MA, SCI, SS, TECH	\$4300	Kent - 5th		\$6450
Kent	ENR*, PE, SP	\$2150	Kent - 6, 7, 8		\$4300
Bacich	LA, (SCI), (MA)	\$2150	Bacich K-4 (TK and Specialists on timesheet for performing GLC duties)**		\$6450
Bacich (reps)	ENR*, SS	\$250			

* ENR: Art/music and PE/Library alternate years presenting to the School Board			** Grade level coordinator at Bacich has responsibility to present to Board as part of stipend for Educational Showcase		
Three year term limit; must be in grade level to be grade level coordinator; must be in curriculum area to be curriculum chair; terms in parentheses are placeholders for positions that are not currently filled (2018-19).					

Unit members will be compensated for packing and unpacking their classrooms to accommodate classroom moves or for facilities construction/maintenance work at a rate of \$200 per day up to a maximum of two days per move.

The Program Coordinator at Kent will be 0.2 FTE position beginning July 1, 2015. The District will assure that the 16-17 tentative schedules for Kent teachers are delivered a week before school ends in June 2016 (and for each successive school year), and the tentative class rosters will be delivered the first day of the work week in August 2016 (and each successive school year), subject to changes in enrollment, staffing or by mutual agreement.

### 10.3 Professional Development

Professional Development and collaboration are expectations in our school culture.

- District      The District focus for professional development will be decided by the Superintendent or designee.
- School        The school focus for professional development, (e.g., Student Writing) will be decided by the Principal with the recommendations of the school staff.
- Individual    The individual will choose an area of professional development. Professional development will be addressed in the evaluation section. (Appendix B1 - Formal Evaluation Summary Standard Six)

### 10.4 Preparation Periods

For a six (6) period schedule, full-time teachers (grades 5-8) shall have five (5) unassigned periods per week set aside primarily for preparation, planning, and conferences with parents and students. A "period" for teachers in grades 5-8 shall be defined as the length of a class period.

With a seven (7) period schedule, full-time teachers (grades 5-8) shall have five (5) preparation periods per week set aside primarily for preparation, planning, and conferences with parents and students, and five (5) unassigned periods to be utilized at the discretion of the teacher. A "period" for teachers in grades 5-8 shall be defined as the length of a class period. The District will attempt to provide a preparation period for each full-time

teacher (grades 5-8) each day by providing priority to full-time teachers over accommodating part-time teachers' schedules. This provision does not apply to teachers working more than a 1.0 FTE position. If no preparation period can occur on one of the two block days because of scheduling constraints, the district will attempt to make the day without a preparation period occur on Wednesday.

When a certificated specialist is providing instruction to a TK-4 classroom, such as PE or music, the homeroom teacher may utilize this time for preparation time, unless the specialist and the homeroom teacher mutually agree that attendance of the homeroom teacher is required. The District will attempt to provide a preparation period for each teacher, each day, in grades TK-4.

### 10.5 Teacher Assignments in Grades 6-8

It is the intention of the District that teachers in grades 6-8 teach classes in no more than two subject areas, including electives. A "subject area" shall be defined as 6th-grade Core, Math, Science, Social Studies, English and Literature, P.E., and Middle School enrichment classes. If, in the opinion of the Principal, it is not possible to meet this requirement, no schedule will be made final until the Principal meets with the affected teachers to develop alternatives to the schedule.

If, due to limitations imposed by the class schedule and/or credential requirements, it is necessary to give Middle School teachers in grades 6-8 an assignment that entails teaching in more than two subject areas, such teacher(s) shall meet with the Principal to determine what support is required. This meeting shall be held no later than ten (10) days after the assignment is approved by the Board, and a plan for support shall be forwarded to the Superintendent or designee within ten (10) days following the meeting of the teacher(s) and Principal. Support shall include, but not be limited to, extra materials, professional development, release time for planning, additional staff support, or extra compensation at an hourly rate. The plan for support shall be reviewed by the Kent Middle School Staff prior to its approval by the Board.

### 10.6 Opportunities

1. Kent Middle School teachers will offer an "Opportunities" class.
2. Any teacher who chooses not to offer an "Opportunities" class will supervise a study hall class instead.
3. Kent Middle School teachers will have five Wednesdays without meeting or other obligations of any kind. These non-meeting Wednesdays will be committed to the calendar at the beginning of the year, and will not be changed unless agreed upon by both parties (Admin and KTA).
4. The parties have collaboratively come up with a workable template for "Opportunities" (Appendix R)

## 10.7 Teacher Conferences

### 10.7.1 Parent-Teacher Conferences

Bacich Grade TK-4 Teachers will hold Parent-Teacher Conferences for the equivalent of two total days. The time chosen for the Parent-Teacher conferences will be mutually agreed upon by the site administrator and a KTA representative before the approval of the following school year's calendar.

### 10.7.2 Informal Intake Conferences

1. Bacich Grade TK-4 Teachers will hold "Informal Intake Conferences" for the equivalent of two total days. The time chosen for Informal Intake Conferences will be mutually agreed upon by the site administrator and a KTA representative before the approval of the following school year's calendar.
2. Kent Grade 5 Teachers will hold "Informal Intake Conferences" in the afternoon of a Wednesday shortened school day, and on the same Friday as the Intake Conferences for grades 6 – 8 (See below).
3. Kent Grade 6 - 8 teachers will hold "Informal Intake Conferences" with parents on a Friday, no later than five weeks into the school year. Students will not attend school that day.
4. These Informal Intake Conferences with Kent teachers will be labeled in both the invitation letter and the electronic sign-up, which is the District's responsibility, as "Informal Intake Conferences." The sole purpose of the conferences is either to "meet and greet", or for the parents to convey important information about their child to the teacher.
5. Each conference is limited to no more than 15 minutes.
6. Kent Grade 6 – 8 teachers will have a maximum of four conferences per period taught. Once that limit has been reached in the electronic sign-up process, parents will be informed that the teacher's schedule is full and they will be redirected to sign up with a different teacher, one that still has space in his or her schedule.
7. Teachers are not required, or obligated, to prepare or provide any materials or grades for these conferences.
8. In the event that a parent requests a conference with a Kent teacher because the parent is unable to schedule a conference on the agreed-upon date, the teacher will conference with the parents on another day for no more than 15 minutes and will be compensated at the teacher's per-diem rate.

## 10.8 Lunch and Recess Periods

Every employee shall be entitled to one duty-free, uninterrupted lunch period and one morning recess period each day, except in the case of "usual and customary duties" that are equitably assigned. The teacher lunch period shall be equivalent to the student lunch period or forty consecutive minutes, whichever is longer. When the normal lunch period is interrupted by equitably assigned duty, every employee shall have, at a minimum, thirty (30) continuous duty-free minutes for lunch. Lunch meetings will be held only when agreed upon by the employees involved, or in emergencies.

It is the intent of the District that specialists or employees who are assigned to more than one school site be provided with the same recess, preparation time, and duty free lunch period as other employees.

### 10.9 Professional Development Program

The District has established a Professional Development Program for staff members who are in Class V on the salary schedule. This program provides for reimbursement for registration, tuition, and materials for professional development activities, providing prior approval is obtained from the Superintendent or designee and the Principal.

**Eligibility:** Teachers who have completed three months employment and who are at Class V on the salary schedule are eligible to apply, as described in Application below, for professional development course work which otherwise meets the requirements set forth below.

**Qualification:** A teacher may receive reimbursement for course work which may be offered by accredited colleges, universities, seminars, or workshops under the following conditions:

- Reimbursement is limited to expenses, as defined in Expenses below, for one professional development course per year.
- The course must receive advance approval by the teacher's Principal and the Superintendent or designee, as described in Application below.
- The course must take place during non-working hours.
- The course is consistent with a teacher's individual program of professional growth or is job or career related. A teacher may meet this criterion by demonstrating that the course does one of the following:
  - 1) maintains or improves skills relevant to the teacher's current assignment;
  - 2) prepares the teacher for another assignment within the Kentfield School District;
  - 3) contributes to the field of specialization to which the teacher currently is assigned or reasonably expects to be assigned;

- 4) relates to improved teaching methodologies.

Expenses: Reimbursable expenses include tuition, fees, and books for fully accredited college and university courses. Reimbursement shall not be made for mileage, parking, meals, lodging, additional fees to gain academic credit, and any other incidental expenses. Partial reimbursement may be approved to supplement other educational assistance which pays for part of the reimbursable expenses listed above.

Application: The District conference form shall be completed and signed by the Principal and Superintendent or designee prior to beginning the professional development workshop or course.

Reimbursement Procedure: A District claim for reimbursement shall be completed by the employee and the Principal shall sign the claim prior to payment by the District. Copies of tuition statements or any other verification required by the Superintendent or designee and a copy of the approved conference request form should accompany the claim for reimbursement.

Funding: Availability of funding for this program is subject to annual approval by the Board of Trustees. Compensation will be up to \$250 per semester as per current practice.

#### 10.10 Length of the Instructional Day

When there is a change proposed in the length of the school day, discussions will be held by the Principal with the teachers directly affected by the change as well as the whole staff. Any change recommended by the Superintendent or designee in the amount of instructional time must be considered by the Board of Trustees prior to the May Board meeting before the year of the proposed change. The Principal shall have the latitude to set the daily schedule and modify the schedule for shortened days, assemblies, class meetings and testing.

The length of the instructional day at Kent Middle School for the seven (7) period day will not begin before 8:30 AM or end after 3:28 PM. The length of the instructional day at Bacich will not begin before 8:10 AM or end after 2:53 PM.

#### 10.11 Miscellaneous

The Bacich School instructional day shall be adjusted to allow all Wednesdays to become minimum days. Wednesday dismissal times will be at 12:00 PM for Transitional Kindergarten and Kindergarten, 12:15 PM for Grades 1 and 2 and at 12:30 PM for Grades 3 and 4. Dismissal times for the other days of the week shall be extended to recapture the resulting loss of instructional time. Therefore, dismissal times for Monday, Tuesday, Thursday, and Friday will be at 1:10 PM for Transitional Kindergarten and Kindergarten, at 2:20 PM for Grades 1 and 2 and at 2:53 PM for Grades 3 and 4.

The Principals, with input from their staffs, shall develop the annual calendar for Wednesday staff meetings. During the year, the calendar may be revised as needed.

At Kent Middle School, it may be necessary to offer classes before or after the normal school day. Employees who are assigned to teach periods that are scheduled to take place before or after normal school hours shall not be scheduled to teach both before and after school without their consent.

Employees are to notify office personnel when they are off the school grounds during the instructional day.

11  
GRIEVANCE PROCEDURE

11.1 Definitions

1. A "grievance" is an allegation by a grievant that there has been a misapplication, a misinterpretation, or a violation of a specific provision of this Agreement.
2. A "grievant" is one or more employees of the District covered by the terms of this Agreement with an alleged grievance. The Association may file on behalf of a grievant or on its own behalf. The Association may carry a common grievance on behalf of two or more employees and said grievances may be consolidated for the purposes of a hearing decision, provided the rights of the parties are not thereby prejudiced.
3. A "day" is any day specified as a workday or instructional day on the school calendar.
4. An "immediate supervisor" is the lowest level administrator who has been designated to supervise the grievant.

11.2 Purpose

Good morale is maintained, as problems arise, by sincere efforts of all persons concerned to work toward constructive solutions in an atmosphere of courtesy and cooperation. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which may arise and affect the welfare or working conditions of teachers. Both parties agree that grievance proceedings will be kept as informal and confidential as shall be appropriate at any level of the procedure.

11.3 Informal Level

Before filing a formal grievance, the grievant shall attempt to resolve it by an informal conference with his/her immediate supervisor. If the grievance is not resolved at the informal level, the employee may file a grievance. Failure to file a formal grievance within the specified time limits invalidates the grievance.

11.4 Formal Level

Level I

Within twenty (20) days after the employee knew or should have known of the occurrence of the act or omission giving rise to the grievance, the grievant must present his/her grievance in writing on the prescribed form (see Appendix F1) to his/her immediate supervisor.

The immediate supervisor and grievant with his/her representative, if any, shall meet within five (5) days after receipt of the written grievance.

The immediate supervisor shall communicate his/her decision in writing on the prescribed form within five (5) days after the meeting. The response shall include the reasons upon which the decision was based.

### Level II

In the event the grievant is not satisfied with the decision at Level I, the grievant may appeal the decision by completing the prescribed form (see Appendix F2) and submitting it to the Superintendent or designee, or his/her designee, within ten (10) days after receiving the decision from Level I.

The Superintendent or designee or his/her designee and the grievant with his/her representative, if any, shall meet within five (5) days after receipt of the Level II written grievance.

The Superintendent or designee or his/her designee shall communicate his/her decision in writing on the prescribed form within five (5) days after the meeting. The response shall include the reasons upon which the decision was based.

### Level III

In the event the grievant is not satisfied with the decision at Level II, the Association may appeal the decision and request that the grievance go to Mediation by completing the prescribed form (see Appendix F3) and submitting it to the Superintendent or designee or his/her designee within ten (10) days after receipt of the Level II decision from the Superintendent or designee.

Within five (5) days following the appeal, the Association shall so notify the California State Mediation and Conciliation Service (CSMCS). CSMCS shall appoint a mediator who meets the minimum qualifications as set forth in paragraph #1 in the "Miscellaneous" section and shall schedule a mediation conference at the earliest possible date. Mediation conferences shall take place at a mutually convenient location and time.

Each party shall designate its representatives for the mediation conference. There shall be one (1) person from each party designated as spokesperson for that party at the mediation conference.

The mediator shall assist the parties in resolving the grievance. The mediator shall have the authority to meet separately with either party, but shall not have the authority to compel the resolution of the grievance. If, after due diligence, the mediator concludes resolution is not possible, the mediator shall notify both parties in writing.

The cost, if any, of the mediator shall be borne by the District.

### Level IV

In the event the grievance is not resolved at Level III, the Association shall communicate by written notice with the Superintendent or designee within ten (10) days of the receipt of the notice from the mediator that resolution is not possible and may submit the grievance to arbitration. Within five (5) days of such notification, representatives of the District and the Association shall attempt to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve.

If the parties are unable to agree upon an arbitrator within the specified period, the parties shall request a list of arbitrators from the California State Mediation and Conciliation Services (CSMCS) who meets the minimum qualifications as set forth in paragraph #1 in the "Miscellaneous" section. A representative of the Association and a representative of the District shall select the arbitrator from the CSMCS's list by alternately eliminating names until one name remains. The first option of elimination shall be determined by the toss of a coin. The one remaining name shall be the arbitrator. The process of striking names shall occur within ten (10) days of receipt of the list from CSMCS by both parties.

The arbitrator shall have no authority to add to, subtract from, or modify the terms of this Agreement, and the arbitrator shall interpret this Agreement in accordance with accepted arbitration standards of contract interpretation.

The arbitrator's decision shall be in writing and shall set forth the arbitrator's findings of fact, reasoning, and conclusions regarding the issue submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which violates the terms of this Agreement. However, it is agreed that the arbitrator is empowered to include in any award such financial reimbursement or other remedies the arbitrator judges to be proper.

The arbitrator's recommended decision shall be implemented unless the Superintendent or designee or the Association rejects the recommendation and appeals in writing to the Board of Trustees within ten (10) days after receiving the arbitrator's report.

- 1) Upon receipt of the appeal, together with the documents presented at the lower levels of the grievance, the Board of Trustees shall consider the grievance. The decision of the Board shall be based on the facts presented in the written documents, and oral and/or written argument presented at the time of the appeal. The decision shall be rendered no later than the next regular Board of Trustees meeting which is scheduled at least fifteen (15) days subsequent to the Board of Trustees' receipt of the arbitrator's report.
- 2) The decision of the Board of Trustees shall be binding except that no rights of the Association to further legal action shall be abrogated. All costs for the services of the arbitrator, including, but not limited to per diem expenses, the arbitrator's travel and subsistence expenses, fees for a court reporter, if any, and the cost of any hearing room shall be borne

equally by the District and the Association. All other costs, except for release time for the grievant, his or her representatives, and witnesses to appear at the arbitration shall be borne by the party incurring them.

If any party requests a transcript of the proceedings, that party shall bear the full costs for that transcript. If the parties request one transcript, the total cost of the transcript shall be divided equally between the parties.

### 11.5 Miscellaneous

The minimum qualifications of the mediator or arbitrator will be:

- knowledge and experience with labor disputes in a school setting
- knowledge of contract and labor laws
- experience in Alternative Dispute Resolution
- no personal or financial interest in the outcome
- respectful of all parties' rights and interests

No reprisals of any kind will be taken by the Superintendent or designee or any member or representative of the administration or the Board against participants in the grievance procedure by reason of such participation.

The grievant may be represented at the informal level and Levels I and II of the grievance procedure by himself/herself, and/or at his/her option, by a representative of his/her choice.

A representative designated by the Association to investigate and prepare for grievances shall meet with the Superintendent or designee to schedule mutually agreed-upon release time for affected parties. The grievant, representative, and any necessary witnesses shall be granted release time to attend any hearing or conference required by this grievance process.

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file at the District Office and shall not be kept in the personnel file of any of the participants. The grievant, or a representative of the Association having the aggrieved person's written authorization, shall be permitted to examine and/or obtain copies of materials in such grievance file. A decision rendered at any step in these procedures becomes final and binding upon all parties unless appealed within the time specified. If a decision is not given within the time limit, an appeal may be taken directly to the next level. Failure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision.

Time limits for appeal provided in each level shall begin the day following receipt of the written decision, or the day following the time limit for rendering a decision at that level.

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level is considered a maximum, and every effort should be made to

expedite the process. The time limits may, however, be extended or shortened by mutual agreement.

During the pendency of any grievance, the grievant shall continue his/her assigned functions until the resolution of the grievance is final.

If a grievance arises from action or inaction on the part of a member of the administration at a level above the Principal or immediate supervisor, the grievant may initiate the process at the District Office level.

Forms for filing grievances shall be given appropriate distribution by the Association so as to facilitate operation of the grievance procedure. The cost of preparing such forms shall be borne by the District.

A unit member may, at any time, present grievances to the employer, and have such grievances adjusted, without the intervention of the Association, as long as the adjustment is not inconsistent with terms of the written Agreement. If an employee presents a grievance on his/her own behalf, the Association shall be notified by the District and shall have the right to be present and state its views at all grievance meetings. The District shall not agree to a resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.

The District shall furnish written information to the Association pertaining to any grievance, in accord with existing law.

## EMPLOYEE TRANSFER AND REASSIGNMENT

The overall goal of this contract section regarding the transfer and reassignment of certificated staff is to make staff assignments for the good of the whole education program. An additional goal is to enhance the professional growth, morale, and productivity of all staff members.

The Superintendent or designee is responsible for making staff assignments consistent with this end. The District will communicate and discuss the long and short-range program priorities with the staff and how they affect the assignments.

Staff members need a "safe" system for determining placements which delineates a clear process and provides for necessary support for any change. Components of the process for making assignments should include clear timelines and responsibilities, provide for adequate advance notice, encourage honest communication, and recognize the unique qualifications of staff members.

### 12.1 Definitions:

A "transfer" is a move 1) from one school to another school, 2) from specialist to classroom teaching or classroom teaching to specialist 3) between teaching levels defined as TK-1, 2-3, 4-5, 6-8.

A "reassignment" is a change in assignment within the specified categories stated in (3) above and between subject areas in grades 6-8.

The Superintendent or designee shall, subject to the approval of the Board of Trustees, assign all employees of the District employed in positions requiring certification qualifications to positions in which they are qualified to serve.

The Superintendent or designee shall transfer or reassign employees based upon the needs of the total educational program and including but not limited to the following criteria:

- 1) Appropriate certification;
- 2) Academic preparation and/or interest for classes under consideration;
- 3) Past teaching experience, especially service in the Kentfield School District;
- 4) Whether there are volunteers for vacant positions;
- 5) Teacher preference;
- 6) Continuity of program;
- 7) Professional Development;
- 8) Financial considerations.

### 12.2 Procedure:

Prior to February 15, the Principals will offer to schedule a conference with each employee to discuss the next year's assignment.

By March 1, the Superintendent or designee will survey all employees to identify employees who wish a change in assignment for the following year. Employees will be given the opportunity to state reasons in writing for a desired change of assignment. These reasons will be considered by the Superintendent or designee when making personnel assignments for the following school year.

By March 15th, the Superintendent or designee will announce vacancies and survey the certificated personnel, asking preference(s) for assignment for the following year. The reason for the vacancy will be noted on the survey (e.g., Leave of Absence, New Program). Placement in a new position which was indicated as a preference shall be considered a voluntary transfer or reassignment.

The Superintendent or designee will attempt to complete all tentative personnel assignments for the following fall by May 15th, and notify the faculty of all tentative personnel assignments in the District. The Superintendent or designee will finalize personnel assignments for the following Fall by June 15th, if possible. If notification cannot be made by June 15th, the Superintendent or designee will communicate in writing the personnel assignments as soon as they are finalized.

If an employee is transferred involuntarily or if a voluntary transfer request is denied, the employee shall be entitled to a conference with the administration. At this time, reasons for any transfer or denial of the transfer shall be given in writing and before any public announcement of placement is made. Public announcement of placements will not be made sooner than seven calendar days from when the employee is notified.

If an employee is involuntarily transferred, he/she will be given as much advance notice as possible in writing, stating the reasons for the change.

If an employee is involuntarily reassigned, the employee shall be entitled to a conference with the administration to discuss the reasons for the reassignment.

An employee who has been involuntarily transferred shall be given preferential consideration by the Superintendent or designee in making assignments for the following year, subject to available vacancy and qualifications of the employee. When feasible, assignments for which there are no volunteers shall be rotated on an equitable basis among those qualified. The Superintendent or designee will meet with those qualified to determine an equitable process for rotation. By May 1, the Association shall notify the Superintendent or designee if it wishes to invoke the rotation provision and shall consult with the Superintendent or designee regarding its application and implementation. An employee who has been in the same assignment for 5 or more years and who requests a change in assignment shall be given preferential consideration for assignment, subject to the availability of other qualified persons to fill the assignment the employee wishes to leave.

If an employee is voluntarily transferred or reassigned to a grade level (TK-8), or a subject area (6-8) in which he/she does not have previous experience or preparation, the employee may request a conference with the Principal and/or Superintendent or designee to discuss ways in which the District may support the employee in making the transfer or reassignment.

If an employee is involuntarily transferred or reassigned to a grade level (TK-8) or subject area (6-8), in which he/she does not have previous experience or preparation, the Principal will schedule a conference with the employee to discuss ways in which the District may support the employee in making the transfer.

The Principal and employee will mutually agree upon the type and amount of support needed and will submit the written plan to the Superintendent or designee for approval. Examples of support the District can provide are: moving of personal classroom property (including teaching aids and/or furniture), professional development with costs reimbursed by the District, mentor support, and appropriate teaching aids for the new grade level or subject area.

Subject to Board approval, this article shall in no way limit the Superintendent or designee's power to change an assignment or make a transfer in extraordinary circumstances at any time, as the needs of the educational program may dictate.

SALARY

13.1 Salary Schedule

Effective July 1, 2018, the District will place a 3% across-the-board salary increase on the salary schedule.

In addition, there will be a \$200 per FTE one-time payment for employees who are active on July 1, 2018. Payment will be made on October 10, 2018. Part-time employees will receive a prorated one-time payment.

The minimum salary for all full-time teachers will not be less than the salary at AB+30, Step 1.

The District shall provide separate salary schedules to allow for teachers to assume additional responsibilities with a longer work year. The schedules may reflect a 187 day, a 202 day, and a 207 day, work year. (See Appendix G for Salary Schedules.)

The following positions will be paid on the following salary schedules:

Library	Schedule 207
RSP Bacich	Schedule 202
RSP Kent	Schedule 207

The job descriptions for these positions will be maintained on file in the District Office. The availability of these positions will be announced and interviews held in accordance with established District policy.

All employees who are authorized by the District to serve more than the required number of days and/or hours as set forth in Article 5, Work Year, of this Agreement, shall be compensated at their daily rate on the appropriate Certificated Salary Schedule. Such daily rate shall be divided by seven (7) to compute the hourly rate for additional services. For examples of such additional service see "Extraordinary Service" in Article 10, Hours of Employment. Such extra pay shall not include duties required pursuant to Article 5, Current Work Year, and Article 10, Hours of Employment.

13.2 Additional Compensation

National Board Certification	\$2,000.00
Master's Degree or District Equivalent*	\$2,000.00
Doctoral Degree	\$3,000.00

\* The Superintendent or designee and the Association Representative will evaluate proposal for District Equivalent credit prior to approving the same.

The District and KTA agree to meet the interest of the certificated staff in having these additional compensations (National Board Certification, Masters Degree, or Doctoral Degree) reported to the Defined Benefits Plan within STRS. Additional compensation for

the District Equivalent of a Masters Degree will be reported to the Defined Benefits Supplemental plan within STRS.

### 13.3 Initial Placement

The Superintendent or designee will make the initial placement of new employees on the salary schedule for the first year of District employment. If there is any doubt as to an employee's step placement, the Superintendent or designee will obtain necessary information from former employers and make a determination as to appropriate placement. Full-time teaching experience in grades TK-12 shall be allowed on a year-for-year basis if, at the time, the employee possessed a valid credential. Part-time experiences or fractional parts of a year shall be accumulated and rounded to the nearest year.

Relevant experience in education not qualifying under the section above (such as Peace Corps) may be credited on a year-for-year basis at the discretion of the Superintendent or designee.

Semester units or their equivalent serve as the basis for granting credit. Quarter units are equivalent to two-thirds of a semester unit. Fractions of units will be accumulated and rounded to nearest whole unit.

Initial placement is based on semester units of credit earned at an accredited university or college after the date of the baccalaureate degree. Fifty percent (50%) of units allowed must be upper division or graduate level units.

Initial placement will be on the step and column which can be substantiated on the effective date of initial employment. Transcripts and verification of experience must be submitted to the District prior to October 30. No credit will be granted at a later date for units, degrees or experience previously earned which are not claimed on the application for employment.

### 13.4 Step Advancement

One experience step shall be granted for each school year during which an employee has rendered satisfactory service for at least 2/5 of the year until the District maximum is reached.

### 13.5 Reclassification

Reclassification shall be determined upon professional activities applicable to present or probable future professional assignments in the District, and must receive approval of the Principal and Superintendent or designee prior to enrollment in such activities.

The term "one semester unit" shall be determined to mean a semester unit or the equivalent earned at an accredited university or college.

An employee may apply for a "district unit" of credit which may be utilized towards reclassification on the salary schedule. To meet the standards for a one-unit project, the employee must complete a project of at least fifteen (15) hours, have a project advisor in the District, and have prior approval of the project by the Superintendent or designee. Upon completion of unit hours, the employee will submit a written summary of the project to the Superintendent or designee. Employees should be aware that district units will probably not be transferable to other districts.

Attendance at workshops may be counted for District unit credit if workshops are sponsored by the California Department of Education or any accredited collegiate institution. Prior approval by Superintendent or designee required.

Credit will not be granted for repeated courses.

All verification of units for reclassification or Master's degrees must be on file with the District Office prior to October 30 in order to obtain reclassification for the fall semester and prior to February 15 to obtain reclassification for the spring semester. Such verification may be in the form of a notice from the institution granting such credit, with the understanding that official transcripts will be submitted as soon as issued by the institution, but not later than sixty (60) days after the due date.

### 13.6 Salary Payments

Salary payments shall be made in eleven (11) or twelve (12) equal monthly payments, at the employee's option, on the last District Office working day of each month from August to June. June and July checks may be picked up at the District Office, or they will be mailed, on the last working day the District Office is open in June.

Upon appropriate written authorization from the employee, the District shall deduct from the salary of any employee and make appropriate remittance for district-approved benefits policies:

- Payment of premiums on any policy or certificate of group life insurance or income protection,

- Payment towards any retirement annuity fund,

- Payment towards tax sheltered annuities and Flex Section 125/medical benefits/dependent care

- Payment of professional dues,

- Contributions to credit unions, and/or

- Bank savings through the County Office or any other plans or programs jointly approved by the District and the Association.

14  
BENEFITS

14.1 Health and Welfare Insurance Programs

Medical Insurance – SISC (Self Insured Schools of California)

The District's annual contribution to medical benefits shall be increased by a maximum of 10% above the previous year's contribution, or the increase of the Kaiser premium rates for employee and employee plus one, whichever is less.

The District's contribution to Medical Benefits is employee plus one. All full-time benefit eligible employees are required to enroll in the program unless s/he qualified for the Cash-in-Lieu provision described later in this article.

The current year's District contribution and plans are listed in Appendix J and shall be made available to employees during Open Enrollment.

Cash-in-Lieu

For those whose employment began prior to July 1, 2004, the District shall provide an amount equal to 50% of the employee cap rounded up to the nearest ten dollars per month to those employees presently "double covered" by health insurance who elect not to receive the above health insurance plan coverage.

Medicare

The District shall offer a Medicare Supplement Plan at the retiree's expense.

Dental Insurance

The District's Contribution to dental program is employee only with Delta Dental of California. The Delta Dental Plan is the Premier Incentive Plan with a maximum annual benefit of \$3,000. Rates are subject to change October 1 at open enrollment. Part-time benefit eligible employees may opt out of the Dental Insurance Plan October 1. All full-time benefit eligible employees are required to enroll in the program.

The current year's District contribution and plans are listed in Appendix J and shall be made available to employees during Open Enrollment.

### Vision Insurance

The District shall provide employees only with Vision Service Plan (VSP) Rates are subject to change October 1. All employees may opt out of the Vision Service Plan October 1.

The current year's District contribution and plans are listed in Appendix J and shall be made available to employees during Open Enrollment.

### Eligibility

For all medical, dental, and vision programs, effective as of July 1, 1994, certificated employees who work 2/5 time (FTE .40) or more, are eligible for prorated District-paid health benefits.

### Income Protection Plan / Long Term Disability Plan

The District shall provide employees with a District-paid Income Protection Plan, The Hartford Insurance Company, based on annual salaries for 2016-2017.

### Medicare

Bargaining unit members electing to participate in Medicare coverage in 1990 and employees who were hired after 1986 shall have a payroll deduction of 1.45% of total wages designated to Medicare.

### Section 125

A Section 125 Plan will be offered to all employees.

## 14.2 Domestic Partner Coverage

Unit members' domestic partners and their dependents shall be eligible for medical benefits on the same terms as unit members' spouses and their dependents. Domestic partners of retirees are not covered unless the domestic partnership commenced prior to the retirement. The domestic partner benefit shall be available only to the extent that district medical plan providers agree to make it available. The District shall not be responsible to obtain additional medical insurance carriers solely for the purpose of offering domestic partner benefits. The provision of benefits to the domestic partners shall be on the following terms and conditions:

### Definition

A domestic partnership shall exist between two persons regardless of their gender and each of them shall be the domestic partner of the other if both complete, sign, and have notarized the Kentfield School District Domestic Partner Affidavit. See Appendix L1.

Criteria:

1. A domestic partnership exists when all of the following occur:
  - a) Both persons have a common residence.
  - b) Both persons share the common necessities of life and agree to be jointly responsible for each other's basic living expenses during the domestic partnership.
  - c) Neither person is married or a member of another domestic partnership.
  - d) The two persons are not related by blood in a way that would prevent them from being married to each other in this state.
  - e) Both persons are at least 18 years of age and are mentally competent to consent to contract.
  - f) It has been at least twelve months since either of the two parties has filed a statement of termination of a previous domestic partnership affidavit with the Kentfield School District.
  - g) The two parties agree to notify the Kentfield School District Office if there is a change in the circumstances attested to in the affidavit or if the domestic partnership is terminated.
2. A domestic partnership shall terminate when any of the following occurs:
  - a) One partner gives or sends to the other partner a notarized, written notice that he or she is terminating the partnership.
  - b) One of the domestic partners dies.
  - c) One of the domestic partners marries.
  - d) The domestic partners no longer have a common residence. A temporary separation resulting from work, education, or health-related requirements shall not constitute the cessation of a common residence.

Termination

Upon termination of the partnership, the employee shall notify the District by filing a certification of termination of eligibility (Appendix L2). The form shall include a statement whereby the employee shall certify under penalty of perjury that he or she notified his or her domestic partner of the termination of the partnership. All benefits provided by this section shall cease as of the last day of the month following the receipt of the certification of termination of eligibility.

The certification must be filed within thirty (30) days of the end of the domestic partnership. If the District suffers any loss as a result of the employee's failure to file the certification, the employee shall be liable to the District for actual loss engendered by the failure to receive notice that the domestic partnership has been terminated.

#### Application and Terms

In order to receive any benefit provided for by this section, an employee and his or her domestic partner shall complete, have notarized, and file with the Kentfield School District Domestic Partner Affidavit (Appendix L1).

The form shall also include a signed statement indicating that the employee agrees that he or she is required to reimburse the District for any expenditures made by the District, for any administrative charges, and other costs on behalf of the domestic partner if any of the submitted documentation is found to be incomplete, inaccurate, or fraudulent.

The non-employee domestic partner does not have legal rights to purchase continuing coverage in the event of the employee's death or resignation.

The District shall be indemnified by the employee against any legal action pursued by another party under community property, contract, or family laws.

#### 14.3 Benefit Options for Retirees

The District shall provide health insurance premiums (Medical/Dental/Vision) for employees retiring after reaching their fifty-fifth birthday (55) to age sixty five (65) provided said employees have five (5) consecutive years of service prior to retirement. While the District does not provide coverage for the dependents of the retirees, retirees may purchase coverage at their expense. A District-approved leave shall constitute a year of service for the purpose of eligibility for this benefit. After age 65 the retiree may continue to participate in the programs by paying the total cost of the coverage.

The District will pay an amount equal to that contributed by the District for one active employee, based on the retiree's FTE upon retirement. An exception is made for those participating in the Willie Brown option.

#### 14.4 Benefits for Part-Time Employees

Benefits for part-time employees will be prorated according to Article 9.

#### 14.5 Extended Medical Benefits for Long-term Illness

A unit member on leave under STRS disability who has worked for the District for at least 10 years prior to going on such disability and is not yet 55 shall have his/her Health and Welfare benefits paid for by the District at the same level as a continuing employee until 1) the STRS disability qualification discontinues, or 2) the employee has been on an unpaid leave of absence for the maximum of 39 months specified by Education Code Section 44986.

15  
LEAVES

During the school year there are times when staff members are not able to perform their duties at the school site. These alternatives are available to meet these needs. Teachers with questions are encouraged to contact the District's Human Resources department.

### 15.1 Sick Leave

Definition: Sick Leave is paid leave to be used when an employee is absent due to illness or injury.

Full-time employees shall be entitled to ten days of paid sick leave per year.

Employees who work less than full-time shall receive sick leave in the proportion that their work week bears to a full-time work week. For example, a half-time employee would receive the equivalent of five (5) full days of sick leave. Unused sick leave shall accrue from school year to school year.

At the beginning of each school year every teacher shall receive a sick leave entitlement for the school year. A teacher may use his/her credited sick leave at any time during the school year.

Should a teacher resign, retire, or otherwise leave employment of the District, his or her total accumulated sick leave as otherwise set forth in this document may be used in any one or more of the following ways:

- It may be transferred to another public employer in the State of California as provided for under provisions of law.
- It may be credited to the teacher's STRS account as provided by law.

The Board may require a physician's verification of illness. Normally, this will be requested if an employee is absent for five (5) or more consecutive days.

In September each employee will receive a statement showing leave used in the prior year, accrued sick leave days for that year, and sick leave (days) entitlement for the current year. In January, each employee will receive a statement showing sick leave used in the current year.

All employees shall notify the District of an impending absence by registering their absence in the District's automated substitute calling system prior to 7:00 a.m., giving their school, grade level or assignment, and anticipated duration of absence.

All employees shall indicate their intention not to return to duty the following day, if known, by contacting their school office at least thirty minutes (30) prior to the end of their particular workday.

A sick leave day, once commenced, may not be reinstated as a working day except with prior approval of immediate supervisor. Half-day increments may be granted for medical/dental appointments.

In the event of a concerted work stoppage, the District may request medical verification for the absence.

## 15.2 Catastrophic Leave

Definition: Catastrophic Illness or Injury Leave is paid leave for an employee who has exhausted all fully-paid sick leave and continues to be disabled due to catastrophic illness or injury, or for an employee to care for the employee's child, spouse, domestic partner, or parent with a catastrophic illness or injury. Any donation of leave made to the Catastrophic Leave Bank shall be irrevocable by the donor. An employee applying for catastrophic leave shall have suffered a severe incapacitating illness or injury which is expected to last for an extended period of time, as certified by the attending physician or doctor, which requires the regular and continual care of a physician or doctor, and which prevents the employee from performing the substantial duties of his/her assignment.

Beginning September 1996, the District established a Catastrophic Leave Bank for all employees. The Bank shall be open to all certificated and classified employees who wish to participate.

Any employee may become an eligible member of the Catastrophic Leave Bank by contributing one day of sick leave by September 30 of any school year. Employees hired during the year or employees whose status changes must contribute one day within two weeks of employment or change in status to become eligible. No more than 30 workdays of catastrophic leave may be given to an employee during a school year.

Any time the Catastrophic Leave Bank falls below 30 days, a new voluntary contribution shall be required. To maintain eligibility, an employee must donate upon each contribution request.

Employee contributions are limited to one day per employee per collection period. Contributions and withdrawals shall be based on each employee's level of full time equivalency.

The bank shall be administered by a Catastrophic Leave Bank Committee consisting of the Superintendent or designee, two Kentfield Teachers Association members and one representative from the Classified Committee. The granting of catastrophic leave shall be contingent on the physician verification and shall not be grievable.

Only employees who are currently eligible may use the Catastrophic Leave Bank.

Catastrophic leave is available only to those employees who have exhausted their own fully paid sick leave and only for the waiting period until the employee becomes eligible for Long Term Disability Income Benefits.

It is the responsibility of the employee or his/her designee to apply for catastrophic leave. Normally the application will be made prior to exhaustion of the employee's fully-paid sick leave. The applicant shall submit a written request to the Catastrophic Leave Bank Committee specifying the amount of leave requested and accompanied by a physician's or doctor's certification that the illness or injury is severe and incapacitating to the extent outlined above.

Normally an employee's use of catastrophic leave shall not exceed the waiting period between the expiration of sick leave and the commencement of long term disability coverage.

A review of the Catastrophic Leave article may be initiated by the District or the Association by May 1 of any year and shall be continued into the next school year only with mutual agreement.

### 15.3 Extended Illness Leave

Definition: Extended Illness Leave is paid leave available when an employee has exhausted all regular sick leave (and catastrophic leave as appropriate) and continues to be disabled due to illness or injury.

If a teacher has utilized all of his/her accumulated leave options and is still absent from his/her duties on account of illness or injury then the amount of salary deducted in any pay period shall not exceed the sum which was actually paid a substitute for a period of five school months or less. There shall be no salary deduction if no substitute is hired. The five months or less period during which the above deductions occur shall not begin until all other paid leave provisions for which he/she is eligible have been exhausted.

An employee on Extended Illness Leave may be eligible for an STRS disability allowance. Should an employee exhaust Extended Illness Leave, Catastrophic Illness or Injury Leave, if any, income protection (See Article 14), and not qualify for STRS disability, he/she may request unpaid leave or resign.

### 15.4 Industrial Accident or Illness Leave

Definition: Industrial Accident and Illness leave is paid leave available when an employee is disabled due to an accident or illness caused by the job.

Leaves under this regulation shall be available to employees beginning with the first day of employment.

Allowable leave with pay shall be up to sixty (60) working days during any one fiscal year for the same accident or illness.

Allowable leave shall not be accumulated from year to year.

When an Industrial Accident or Illness occurs at a time when the leave will overlap into the next fiscal year, the employee shall be entitled only to that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury. Industrial Accident or Illness Leave will commence on the first day of absence.

Payment for wages lost on any day shall not, when added to awards granted the employee under the District's Worker's Compensation Program ("SIPE"), exceed the employee's actual wage if he/she were on the job.

Industrial Accident or Illness Leave will be reduced by one day for each day of authorized absence regardless of a compensation award made under Worker's Compensation.

Entitlement to Industrial Accident or Illness Leave will be based upon the findings by the Worker's Compensation Insurance Program Administrators (York) that the disability is due to an Industrial Accident or Illness. In cases where the Worker's Compensation Insurance Program Administrators do classify a claim as a disability case, regular sick leave will not be deducted for absence due to the Industrial Accident or Illness until Industrial Accident or Illness Leave, if granted, has been exhausted.

#### 15.5 Family Medical Leave

An eligible employee shall be entitled to up to 12 work-weeks of unpaid family medical leave within a 12 month period for family and medical reasons under the federal Family and Medical Leave Act of 1993 (FMLA) and the California Family Rights Act (CFRA). For the period of the leave, medical benefits shall be provided to the same extent as they were when the employee worked. Employees may be eligible for pay during the period of family medical leave under the provisions of other applicable leaves.

The following provisions shall be interpreted in accord with the above statutes and their regulations. (Synopsis of the Family Care and Medical Leave Acts - Appendix K.)

1. An employee is eligible if he/she has been employed by the District for at least 12 months and has provided service at least 1250 hours over the previous 12 months (normally this means a full-time work year - i.e., 180 days x 7 hours = 1,260 hours).
2. Family medical leave shall be available for the following purposes:
  - a. Birth of the employee's child;
  - b. Placement of a child with the employee for adoption or foster care;
  - c. Care for the employee's child, spouse, domestic partner or parent with a serious health condition. Other family members, may be included in exceptional circumstances. Exceptions will be authorized by the agreement of the Superintendent or designee and the President of the Association.

- d. The employee's own serious health condition that keeps the employee from performing his/her job function.
  - e. Baby bonding.
3. If an employee is absent on paid or unpaid leave and the reasons for that leave meet the requirements of family medical leave, the employee's FMLA or CFRA leave entitlement shall be used concurrently with the other leave except where the reason for the absence is pregnancy disability leave or where the leave is taken under the exchange of time provision of the collective bargaining agreement. For an employee on pregnancy disability leave, the FMLA leave runs concurrently with that leave. The CFRA leave entitlement shall commence when the pregnancy disability period has ended or after four months, whichever comes first. If the other leave is exhausted prior to the exhaustion of the family medical leave, the employee shall continue to receive benefits until the FMLA or CFRA leave entitlement expires.
  4. If the need for the leave is foreseeable, an employee must provide 30 days advance written notice of the need for the leave. If the need for leave is unforeseen (i.e. an emergency), written notice must be given as soon as possible and at least 48 hours in advance. In the event that notice is not given 48 hours in advance and that failure to provide advance written notice prevents the District from securing an acceptable substitute, the District may require that the leave commence at a later time.
  5. An employee shall provide medical certification whenever a serious health condition of his/her family member is the reason for the leave. Failure to obtain medical certification when necessary may delay or prevent the granting of the leave request until such certification is provided. For the employee's own serious health condition, the medical verification rules of sick leave, extended illness leave, or other applicable leave will apply.
  6. An employee taking family medical leave will continue to participate in the District provided health plan under the same terms and conditions, including any necessary co-payments, which applied prior to the first day of the employee's leave. If the employee fails to return from the leave for any reason other the recurrence or continuance of a serious health condition, the employee will be liable to the District for premiums paid for maintaining the employee's health coverage. An employee may at his or her expense participate in all other employee benefits plans offered by the employer during the leave.
  7. If the employee returns from family medical leave during the same school year as when the leave began, normally the employee will be assigned to the position he/she occupied prior to the leave.

#### 15.6 Pregnancy Disability Leave

Definition: Pregnancy Disability Leave is paid leave available to an employee who is disabled and unable to perform her duties because of pregnancy, miscarriage, abortion, childbirth, or recovery therefrom.

This compensated leave commences with the onset of disablement due to pregnancy unless the employee is on a Board-approved uncompensated leave. The employee may claim sick leave pay and/or extended disability pay for no more than that limited period of time when the employee's physician certifies in writing that she was actually physically disabled and unable to perform her duties because of pregnancy, miscarriage, abortion, childbirth, or recovery therefrom. The Catastrophic Illness or Injury Leave Bank will not be available for Pregnancy Disability Leave unless there are extenuating circumstances as determined by the employee's physician.

This leave is not intended to provide for periods of rest prior to or following childbirth or for childcare. At least four (4) months prior to the expected birth of the child, the employee shall notify the District of the expected date of birth. An employee may continue work until the onset of physical disability as verified in writing by the employee's physician.

An employee on Pregnancy Disability leave will not start using her 12-week family medical leave entitlement until after four months or after her Pregnancy disability has expired, whichever comes first.

### 15.7 Adoption Leave

Definition: Adoption Leave is paid leave available to the employee, using the employee's accrued sick leave, to care for a child placed with the employee for adoption.

Paid leave may not exceed six (6) weeks, or the employee's total accrued sick leave, whichever is less. Total accrued sick leave for the purposes of this section shall not include extended illness leave.

### 15.8 Parental Leave

An employee may take a leave of absence as parental leave for the birth of a child of the employee, or the placement of a child with the employee in connection with the adoption or foster care of the child by the employee, as follows:

1. When the employee has exhausted all available sick leave, and continues to be absent from their duties on account of parental leave pursuant to the California Family Rights Act ("CFRA" Government Code 12945.2), the employee shall receive differential pay for the remaining portion of the twelve (12) workweeks of parental leave.

2. An employee is not required to have 1,250 hours of service with the District during the previous twelve-month period in order to take parental leave under section 15.8.

3. Parental leave under section 15.8 shall run concurrently with CFRA leave and an employee may take up to a total of twelve (12) weeks of leave in a rolling twelve-month period. A rolling twelve-month period is measured backward from the date an employee uses any parental leave. Each time an employee takes a parental leave, the remaining leave entitlement is any balance of the twelve (12) workweeks that has not been used during the preceding twelve (12) months.
4. If an employee seeks to take parental leave, as specified above, but has not exhausted all available sick leave, the unit member may use sick leave for parental leave purposes.
5. Nothing in this section shall be interpreted to prohibit an employee who does not wish to exhaust their sick leave from requesting and receiving up to twelve (12) weeks of unpaid leave for child bonding purposes under the Family Care Leave provisions above, so long as the employee qualifies for such leave.

### 15.9 Child Rearing Leave

Definition: Child Rearing Leave is unpaid leave available for parents who wish to absent themselves from duty for reasons other than actual physical disability prior to and following childbirth or adoption.

A child-rearing leave shall be an uncompensated leave, without pay, District-paid Health and Welfare benefits, sick leave or any other compensation benefit. This leave may be requested for any length of time up to twenty-four calendar months.

Notification of a child-rearing leave shall be submitted in writing to the District Office at least four calendar months prior to the desired commencement date of the leave, or by February 1st, if a leave is anticipated for the following school year and such need is known by February 1st.

The employee's notification of a leave shall specify the inclusive dates the employee desires to have the leave. When possible, the beginning and ending dates shall coincide with breaks in the school calendar.

On or before February 15th of the year in which the leave expires, the employee must indicate in writing to the Superintendent or designee the intention to return to the District for the following school year. Failure to comply with this requirement will constitute a resignation to become effective at the close of the school year in which the employee is on leave.

### 15.10 Jury Duty/Subpoenaed Witness Leave

Definition: Jury Duty Leave is paid leave which shall be granted to employees called for Jury Duty in the manner provided for by law.

An employee who receives a jury summons shall submit a copy of the summons to his/her supervisor. At the conclusion of jury duty, the employee shall submit a statement from the Jury Commissioner's office specifying the dates and times served by the employee. Payment shall be made to the District in the amount of the statutory fees which the employee has received for attendance as a juror, excluding the statutory mileage fee.

Definition: Subpoenaed Witness Leave is paid leave which shall be granted when an employee is subpoenaed to appear as a witness, other than as a litigant, in a court of law or another governmental tribunal for reasons not brought through the connivance or misconduct of the employee.

An employee requesting such a leave shall submit a copy of the subpoena to the District Office. At the conclusion of his/her appearance, the employee granted leave shall submit a verified statement specifying the dates and times the employee appeared. Payment shall be made by the employee to the District in the amount of the statutory fees which the employee has received for appearing as a witness, excluding the statutory mileage fee.

#### 15.11 Bereavement Leave

Definition: Bereavement Leave is paid leave which shall be granted in the event of the death of any member of the immediate family.

This leave shall be for three (3) days, unless travel of more than two hundred (200) miles is required; in such cases the length shall be for (5) five days. Immediate family shall include, but not be limited to the following: mother, stepmother, mother-in-law, father, stepfather, father-in-law, husband, wife, son, stepson, daughter, stepdaughter, brother, sister, grandparent, legal guardian, foster child, or grandchild of the unit member or spouse, domestic partner and any relative living in the household of the employee.

#### 15.12 Sabbatical Leave

Definition: Sabbatical Leave is paid leave at half the employee's annual salary which may be granted for the purpose of study or travel which will benefit the schools and pupils of the District. The leave shall be granted upon Board approval in accord with Education Code Sections 44962 through 44975.

Employees with at least seven (7) consecutive years of service to the District may apply by February 1st for a Sabbatical Leave for the following year.

While on Sabbatical Leave an employee shall receive: 50% of the annual salary, full fringe benefits, and a salary step increment upon return to the District.

The employee shall earn full-time STRS service credit at full salary only if he/she makes the additional contributions required in the Education Code.

As a condition of Sabbatical Leave, an employee shall return to service in the District for at least two full school years following the sabbatical. If the employee does not do so, he/she shall repay that portion of the sabbatical salary which is proportional to the portion of the two-year commitment that was not fulfilled.

The employee shall accept no regular employment during his/her Sabbatical Leave unless approved by the Board of Trustees.

Upon return to the District after Sabbatical Leave, the District will make every effort to place the employee in a position directly related to the educational objective of the leave. If this is not possible, the District shall place the employee in a position authorized under the credential in use at the time the employee last served in the District.

### 15.13 Personal Necessity Leave

Definition: Personal Necessity Leave is paid leave provided to the employee for limited necessary activities.

The Education Code provides for the use of up to a maximum of seven days of sick leave in any school year for "personal necessity". In exceptional circumstances, up to 40 days of sick leave may be used for personal necessity. All such exceptions will be authorized by the agreement of the Superintendent or designee and the President of the Association.

The following are considered appropriate uses of Personal Necessity Leave. With the exception of a. and b., prior notification to the District Office is required.

- a. Death or serious illness of a member of his/her immediate family. (See Bereavement Leave)
- b. Accident involving his/her person or property or the person or property of a member of his/her immediate family.
- c. Court appearance, meeting with attorney, and signing legal documents which can only be scheduled during school hours.
- d. Participation in important personal events, including: assisting elderly parents; facilitating child's college visitation, registration or move; attending parents' weekend and graduation; and assisting family members who require medical attention.
- e. Travel relating directly to one of the above.
- f. Matters relating to home or car which can only be handled during school hours.

Any reason other than the above must be approved by the Superintendent or designee prior to the absence. (Leave Request and Notification Form – Appendix E.)

#### 15.14 Business Leave

Definition: Business Leave is paid leave for up to three days per school year (not accrued year to year), to be used for business which cannot be conducted outside regular school hours.

The employee shall request the leave by submitting the completed Leave Request and Notification Form to the Superintendent or designee for prior approval, unless this is not feasible.

#### 15.15 Uncompensated General Leaves

##### Short Term

Definition: Short-Term Uncompensated Leave is leave which may be granted to staff members who wish to be absent for a reason other than "personal necessity". This may occur for some of these reasons:

- special travel opportunity
- unusual work opportunity (with compensation)
- search for other employment

Staff members may apply to the Superintendent or designee for unpaid leave. If the leave is approved, the prorated amount of the employee's salary will be deducted from the next paycheck.

##### Long Term

Definition: Long-Term Uncompensated Leave is leave which may be granted at the discretion of the Board of Trustees to a permanent employee with not less than three years service in the District. No salary increment shall accrue during Long-Term Unpaid Leave.

The employee shall submit a written request to the Board of Trustees, delivered to the District Office, preferably no later than February 1 prior to the year in which the leave is requested. The request shall state the reasons for and the duration of the leave desired.

An employee granted such leave of absence shall notify the District Office prior to February 1 of the year during which the leave is being taken that the employee will return for duty the ensuing school year. Failure to comply with this requirement will constitute a resignation on the part of the employee effective at the close of the school year in which the employee is on leave.

#### 15.16 Exchange of Time (Kent)

Definition: Exchange of Time allows staff members to take time off when they would not legally qualify to take time for paid leave. In some cases, the employee may identify a proposed time to be absent and propose a way to make up a similar length of time. In other cases the employee may accumulate time with the anticipation of a future absence.

- Service provided for exchange of time must have approval of the Principal or designee.
- Time can be accumulated in one period increments. The employee will submit an "Exchange of Time Worked" form to the Principal or designee.
- Time can be accumulated for up to a total of two days or 10 periods per year. Additional periods used will be charged to personal leave time. Block days equal 2 periods and Wednesday afternoon meetings equal 2 periods of time.
- When a full day (5 periods) is accumulated, it must be used within one school year.
- When staff members take full days, they must notify and receive approval from the Principal and/or school secretary. The teacher may be denied for the requested date if there is a concern that too many staff members will be away from school on the same day.
- In some cases, employees may wish to utilize Exchange of Time leave instead of using sick leave for a personal necessity.
- Teachers will receive "Exchange of Time Passes" for each period worked. Personal leave will be issued if the teacher reaches a negative balance.
- The next year's 'passes' will begin at the start of T3 in the previous year. (For example: if T3 starts on 3/19/15 in the 2014-15 school year, teachers will receive EOT passes for the school year 2015-16.

Appropriate ways to accumulate time will be:

- Substitute for another staff member when need arises
- Curriculum/grade level project
- Others as approved by the Principal

### 15.17 Other

Provisions of Sick Leave, Extended Disability Leave, Maternity Disability, Personal Necessity, Industrial Accident/Illness, Bereavement, and Jury Duty/Subpoenaed Witness Leaves shall not be construed to apply to any employee during any period when the employee would not normally be performing services for the District.

Employees on unpaid leave are eligible to retain membership in the District Health and Welfare benefits programs by paying necessary premiums to the District Office. (Note:

employees on Family Medical Leave retain benefit coverage at the level it existed when in paid status.)

When an employee returns from a leave of absence, preference for assignment will be carefully considered by the Superintendent or designee in making assignments.

Employees on paid leaves of absence shall accrue sick leave credit, seniority, and remain eligible for Health and Welfare benefits. Employees on unpaid leaves of absence shall, on their return, retain seniority rights and step position on the salary schedule which they held at the beginning of the leave. Such employees shall retain accrued sick leave but shall not earn sick leave credit.

16  
CLASS SIZE

16.1 Staffing Ratios

By March 4th the Board will establish staffing (pupil/classroom teacher) ratios at the elementary and middle school level.

The District agrees to use a ratio of 22 to 1 for the planning of 1st grade classrooms instead of the 25 to 1 ratio used in staffing of the TK-5 programs. When the class size for 1st grade exceeds 22, the provisions of the contract for alleviating the larger class size will be put into effect.

16.2 Elementary

If by September 15, a class exceeds two above the established staffing ratio, the Principal shall meet with the teacher to alleviate the situation. Consideration will be given, but not limited to:

- Moving students to another class at the same school.
- Hiring a new teacher.
- Giving additional personnel resource assistance.

16.3 Middle School

If by September 15, a teacher's average class load exceeds more than an average of four students per class over the staffing ratio, or a total of 32 students in P.E. (excepting Music and Homeroom), or the number of students assigned to classes with special teaching stations, such as Home Economics, Typing, Science, or Shop, which exceed the number of special teaching stations available, the Principal shall meet with the teacher to alleviate the situation. Consideration will be given, but not limited to:

- Moving students to another class at the same school.
- Hiring a new teacher
- Giving additional personnel resource assistance.

By October 1st the Superintendent or designee will provide the Board of Trustees a class size summary for each class taught in the District.

17  
Progressive Discipline

The District embraces the concept of progressive and corrective discipline for employees. Discipline shall be fair and for just cause.

This article is separate and apart from the Complaint Procedure Article.

The employee will be given the opportunity to obtain KTA representation prior to any meeting that is part of this process per the Weingarten Rule.

In order to resolve disciplinary issues at the lowest possible level, an administrator shall: Initiate a conversation with the staff member, identifying the issue(s) of concern and providing remediation options. This conversation will be summarized in writing, and both parties will sign and retain copies. This conference summary will not be considered a disciplinary document. Whenever possible, 24 hours notice will be provided prior to meeting.

If the issue(s) of concern is/are repeated, employee will receive a written reprimand. A meeting will be held in which a written reprimand is issued and the remediation plan is reiterated. The employee will be able to attach a response to the issued disciplinary document.

Any subsequent related concern will be addressed by further disciplinary action initiated by the administrator.

18  
SAVINGS

If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provision will not be deemed valid except to the extent permitted by law, but all other provisions will continue in full force and effect.

19  
COMPLETION OF AGREEMENT

This document comprises the entire Agreement between the District and the Association on the matters within the lawful scope of negotiations. Neither the Association nor the District shall have further obligation to meet and negotiate on any subject during the term of this Agreement, whether or not said subject is covered by this Agreement, except as set forth in the paragraph below, provided, however, that the parties agree that the District shall not reduce, change, or eliminate any District policies, practices, or rules and regulations within the scope of representation pursuant to Section 3543.2 of the EERA without first offering to negotiate such matters with the Association.

This agreement may be reopened under these conditions:

- \* Any additional articles on which both the parties agree.
  - If the Public Employment Relations Board determines that other items within the Association's initial proposal are within the scope of representation as set forth in Government Code Section 3543.2, the parties shall reopen negotiations on such items and incorporate the agreement reached on such items into this contract.

In each year a negotiating meeting shall be scheduled within ten days of the completion of the notice requirements of Government Code Section 3547.

The parties recognize that curriculum and staff development are an appropriate subject for consultation. This shall not waive any rights the Association may have to negotiate on matters within the scope of this representation.

## PART TIME EMPLOYMENT PHASING INTO RETIREMENT (WILLIE BROWN)

### 20.1 Description of Benefit

This benefit allows you to work part time and receive full-time STRS credit under Education Code sections 44922 and 22713. The employee and the District shall contribute to the State Teachers' Retirement Fund the amount that would have been contributed if the employee had remained as a full-time employee. The employee's health benefits shall remain the same as if the employee had continued full-time employment, as well as other benefits that the member is entitled to under this Article, based upon the salary that the member would have received if employed on a full-time basis.

Minimum part-time employment for purposes of this activity shall be the equivalent of one half of the days of service required by the employee's last full-time contract of employment. The "equivalent of one half of the days of service required" may be satisfied by working full-time for a minimum of one half of the required days of service or by working a minimum of half-time for all of the required days of service, as determined by the Superintendent or designee, after conferring with the Principal and the employee.

### 20.2 Eligibility

Employees may choose to reduce their workload from full-time to part-time and maintain full-time status for retirement purposes under this section if they meet the following requirements:

- (a) Reach the age of 55 prior to reduction in workload
- (b) Be employed in the District for a period equivalent to at least 10 years of STRS credited service, including five years of credited service for full-time employment immediately preceding the reduction in workload. (Education Code 22713)

### 20.3 Application Procedure

Written notification of intent to participate in the Part-Time Employment with Full-Time Retirement Credit Program must be submitted to the Superintendent or designee by February 1 of the employee's final full-time year of service. The District shall approve or deny the application based upon the needs of the District by March 15.

The option to reduce the employee's workload shall be exercised at the request of the employee and may be revoked or modified only by mutual agreement between the District and the employee. Participation is limited to the end of the fifth year of commencing a program. Payment must be spread out over 10 or 12 months.

Part-time salary shall be the pro rata share for the full-time salary had the employee remained a full-time employee.

#### 20.4 Assignment

The Superintendent or designee, the Principal, and the employee shall meet by May 1 of each year to discuss possible part-time assignments for the coming year. The final decision regarding the assignment for the year rests with the Superintendent or designee, based upon the needs of the District.

RETIREMENT BENEFIT BASED ON YEARS OF SERVICE

## 21.1 Description of Benefits

Commencing with the 2005-2006 school year, the District will make a lump sum available upon retirement to employees who satisfy certain service criteria, in the form of an annuity. The amount contributed by the District will correlate with the years of active service rendered to the District.

21.2 Eligibility

Employees must be employed at least 0.5 FTE, must have rendered a minimum of ten (10) years of active service with the District, and must actually retire from the District under the STRS system in order to receive this benefit. Any right to this benefit shall vest only upon retirement from the District; employees whose employment with the District ceases before retirement for any reason whatsoever, including but not limited to death, resignation, layoff or involuntary termination, shall not be entitled to this benefit.

21.3 Conditions

The amount of the benefit will be as follows, with the years of service prorated for each service year less than 1.0 FTE but more than 0.5 FTE:

<u>Years of Active Service in District</u>	<u>Amount</u>
10-14	\$10,000
15-19	\$15,000
20-24	\$20,000
25-29	\$25,000
30+34	\$30,000
35+	\$35,000

Example:

Employee works for District for 20 years as a full-time employee. Employee goes out on unpaid leave for one year. Employee returns to work at 0.5 FTE for another 5 years.

Employee then applies for Retirement Benefit based upon years of service.

Employee is entitled to the following amount:

20 X 1 FTE	=	20 Years of Active Service
1 unpaid leave	=	0 Years of Active Service
5 X 0.5 FTE	=	<u>2.5 Years of Active Service</u>

Total years of Active Service = 22.5 Years

21.4 Application Procedure

Employees selecting this benefit must notify the District by May 15, 2006 and February 1 in subsequent years.

21.5 Terms of Annuity

The terms of the annuity shall be based upon agreement between the Association and the District.

22  
CALENDAR

A calendar for the current school year shall be shown as Appendix A.

In October of each year the Superintendent or designee shall schedule a districtwide meeting for the purpose of discussing the calendar for the following year. This meeting will include Certificated and Classified staffs, Principals, and District Office staff. The Superintendent has the discretion to invite other participants as appropriate. Following the meeting the District and Association shall negotiate the calendar for the following year. Included in all such calendars will be a minimum of 1.5 days of uninterrupted classroom prep, preferably consecutive and at the end of the work week in August and one floating work day to be completed prior to the start of the work week. The floating day will be used for grade level meetings, with the balance of the day being available for teachers to work in their classrooms.

PEER SUPPORT

The Kentfield Teachers Association and the Kentfield School District are continuously striving to promote the highest quality of instruction for students. The Peer Support Program allows exemplary teachers to assist other teachers in areas of subject matter knowledge, teaching strategies and teaching methods. The purpose of this Article is to maximize the opportunities presented and resources provided by the California Peer Assistance and Review Program in a manner that maximizes the professional growth of all teachers in the District. The Parties intend to utilize funds offered through this Program to assist permanent teachers as required by the law, to complement the current BTSA program thus maintaining a support and assistance system for newer teachers, and to assist other experienced teachers to the extent resources allow.

23.1 Programs and Participants

Permanent exemplary certificated teachers (Consulting Teachers) will provide assistance and review to teachers participating in specified Peer Assistance Programs. Consulting Teachers shall assist the teachers by demonstrating, observing, coaching, conferencing, referring or by other activities, which, in their professional judgment, will assist the teacher. The Peer Assistance Programs are:

- A. Beginning Teacher Support and Assistance (BTSA), available to:
  - non-permanent teachers in their first or second year of teaching
  
- B. Peer Support, available to:
  - permanent teachers who may benefit from and volunteer for assistance in order to improve or enhance performance
  - permanent teachers who volunteer and are in their first year at a new grade level or new subject area
  - non-permanent teachers who may benefit from and volunteer for assistance in order to improve or enhance performance
  
- C. Peer Assistance and Review (PAR), required for:
  - permanent certificated teachers who have received a final rating of unsatisfactory on the Final Evaluation Summary in the prior year. (PAR Procedures and Requirements - Appendix S)

23.2 Peer Support Committee

- A. Composition and Selection: The Peer Support Committee shall consist of five (5) members who serve two year terms. Three (3) members shall be certificated classroom teachers elected by the Association and two (2) members shall be administrators. To promote continuity, the parties will stagger the terms so that not all appointees are new in any one school year. The committee will maintain at least one teacher representative from each

school site in any given year.

- B. Meetings: The Committee will establish a meeting schedule each year, as needed.
- C. Responsibilities The District and KTA shall each appoint one representative as co-chairs of the Peer Support Committee. The co-chairs will be responsible for initiating and coordinating the process. The Peer Support Committee shall be responsible for:
- 1) The selection of Consulting Teachers
    - There shall be at least two Consulting Teachers available at each school site.
    - The committee shall assess the needs for Consulting Teachers, determining the number required, the term of each position, and the necessary qualifications in light of anticipated participants. The committee shall announce the positions and select among the applicants.
  - 2) The adherence to all procedures established by Ed Code sections 44500 - 44508 for PAR are followed, including the review of Consulting Teacher Reports on referred teachers and making recommendations to the Board regarding referred teachers.

### 23.3 Program Budget and Compensation for Service

The District will inform the Peer Support Committee of the monies available for this program by August of each year.

- Priority in allocation of support shall be given to permanent teachers who have received a final unsatisfactory rating.
- Members on the Peer Support Committee shall receive monetary compensation for time spent in meetings based on the Extraordinary Service hourly rate.
- Consulting Teachers shall receive monetary compensation based on the Extraordinary Service hourly rate.

### 23.4 Miscellaneous

- A The District and Association shall jointly inform members of the availability of this program at the beginning of every school year.
- B. This program is not intended to preclude teachers from seeking support from other sources.

DUES AND PAYROLL DEDUCTIONS

The association and district are preparing amendments to this article due to changes in the law.

- A. The parties desire to implement the terms of Chapter 893 (SB 1960) of the Statutes of 2000, it being understood that any subsequent amendment of the law applicable to payroll deductions for union dues or agency fees may require further negotiations.
- B. Effective the start of the 2002-2003 school year, payment of union dues for union members or a fair share service fee (agency fee) for non-union members shall be required as a condition of employment with the District for all unit members.
- C. The CTA shall inform the District in writing of the amount of dues to be deducted for Association members and the agency fees to be deducted for non-association members by July.
- D. The amount of union dues or fair share agency fees shall be pro-rated and deducted in equal amounts beginning with the month of September and continuing through the June payroll of each school year. Except as set forth in paragraph G, the District shall disburse all such funds to the Association.
- E. Unless the non-union member elects to pay the fair share service fee directly to the Association pursuant to Education Code Section 45061, the amount of the service fee shall be deducted from the monthly salary of the employee and paid to the Association.
- F. If a unit member elects to join the Association as a member he or she shall maintain membership for at least the duration of the current school year.
- G. Any unit member who is a member of a religious body whose traditional tenets or teaching include objections to joining or financially supporting employee organizations shall not be required to join, maintain membership in, or financially support the Association as a condition of employment; except that such employee may be required in lieu of a service fee, to pay sums equal to such service fee to a non-religious, non-labor organization, charitable fund exempt from taxation under Section 501 (c)(3) of Title 26 of the Internal Revenue Code, chosen by such employee. The Association may require that proof of such payments be made on an annual basis to the public school employer as a condition of continued exemption from the requirement of financial support to the recognized employee organization. If such employee who holds conscientious objections pursuant to this section requests the Association to use the grievance procedure or arbitration procedure on the employee's behalf, the Association is authorized to charge the employee for the reasonable cost of using such procedure.

## COMPLAINT NOTIFICATION OBLIGATION AND INVESTIGATION

In order to promote fair and constructive communication, the following procedures shall govern the resolution of complaints. Every effort shall be made to resolve a complaint at the earliest possible stage.

Any complaint about an employee, which could result in an adverse personnel action by the administrator, shall be reported to the employee by the administrator within six (6) working days of the time the administrator is aware of the complaint.

### Level I

Except in extraordinary circumstances, a parent who wishes to pursue a complaint about an employee shall first meet with the employee to attempt to informally resolve the complaint. The District and the Association strongly encourage parents and employees to resolve the complaint at this level. If the complaint is not resolved at this level, it can be moved to the next level in the complaint process, by either party within five (5) working days. The provisions of this section shall not apply when the complaint includes allegations of child abuse as defined in the California Penal Code, or sexual harassment.

An employee may request that a colleague or a KTA representative be present for support for any Level I meeting.

### Level II

If the complaint is not resolved at the previous level, the complainant, an employee and the Principal shall meet to seek resolution within ten (10) working days from the request to move to Level II. The Principal will attempt to resolve the complaint by utilizing a problem-solving, collaborative process, which would address the concerns of both the complainant as well as the employee. If the complaint is not resolved at this level, the parent may proceed to Level III and file a written complaint with the Superintendent or designee. If the complaint is not filed in writing in five (5) working days after the Level II conference to proceed to Level III, the complaint will be considered withdrawn and the matter will be considered resolved.

An employee may request that a colleague or a KTA representative be present for support for any Level II meeting.

Any personnel related documents generated, as part of Levels II and III of the Complaint Procedure will be processed in accordance with the Complaint Resolution Form attached as Appendix O.

### Level III

If the complaint is not resolved at Level II, the complainant may proceed to file a written complaint within five (5) working days after the Level II conference and submit it to the Superintendent or designee. Once a written complaint is filed, the following shall take place within twenty (20) working days from the filing of the written complaint:

1. The Superintendent or designee will forward the complainant's written statement to the employee within five (5) working days of receipt of the complaint.
2. The Superintendent or designee shall investigate the complaint.
3. A problem solving and resolution conference, which includes the employee, the complainant and the Superintendent or designee, shall be held. The employee is entitled to representation by KTA at this meeting. If the complainant does not attend the meeting, the complaint shall be considered withdrawn and thereby resolved.
4. If the conference does not resolve the complaint, the Superintendent or designee shall issue a letter of findings regarding the complaint, which he/she shall provide to the complainant and the employee.

The employee may respond to the complaint and the Superintendent or designee's findings in writing and this writing shall be attached to the complaint and the findings within ten (10) working days of receipt of the findings. This response may be prepared during the regular school day without loss of pay.

Complaints and related documents that are withdrawn or determined to be false or not substantiated, shall not be utilized in an evaluation or disciplinary action against the employee, or placed in the personnel file unless so requested by the employee and shall be shredded at the end of the school year. If the complaint is being challenged under the District Complaint Policy, and/or the grievance procedure, it shall not be included in the evaluation until either or both processes have been completed.

#### Complaints Regarding Extraordinary Circumstances

When the complaint includes allegations of sexual harassment, the accused will be informed of the complaint within fifteen (15) working days by the administrator. When the complaint includes allegations of child abuse, it shall not be disclosed to the accused, as required by the confidentiality provisions of the Child Abuse Reporting Act. (See Penal Code sections 11167 and 11167.5 attached to the Agreement as Appendices M-1 and M-2).

SAFETY26.1 Employee Safety

The District will make every attempt to provide a safe work environment to its employees.

The District and the Association will jointly circulate a list of all relevant Education Code sections, including but not limited to, notification and discipline sections to all Association members at the beginning of each school year.

26.2 Threats Against Employees

The District will form a "Threat Assessment Team" at each site which will meet with District administration on the third Monday of each school year at a mutually agreed upon time and location. The Team shall be comprised of a site administrator(s), a site counselor, psychologist, a law enforcement officer and an Association representative. If a unit member is threatened or attacked by a student or any person, the unit member shall immediately and accurately report the incident to a site administrator. The site administrator will then decide whether to convene the "Threat Assessment Team", and/or take other steps.

If the impacted unit member is unable to report the incident involving threats or attack due to fear or stress, another unit member can immediately file a verbal report on behalf of the impacted employee. The impacted employee, in any case, shall file a written report on the Incident Reporting Form as soon as possible.

The impacted employee can appeal the site administrator's decision of whether or not to convene the "Threat Assessment Team" to the Superintendent or designee. The Superintendent or designee's decision may be appealed beginning at Level III of the Grievance Process outlined in Article 11.

27  
TERM

The term of the contract shall be July 1, 2016 - through June 30, 2019. For 2018–2019 the contract section of Salary and Benefits shall not be reopened once settled. Each party may reopen negotiations on three additional articles of its choice.

Salary and Benefits will be reopened each year of this agreement and each party may reopen negotiations on three additional articles of its choice.

## Signature Page

Date:

Agreed to by KTA

Susan Warnick

Tim Lentini

Date:

Agreed to by District

Juli Kauffman

Quoc Tran

Liz Schott

# APPENDICES