

**Tentative Agreement between  
Kentfield School District  
and  
Kentfield Teachers Association  
August 7, 2019**

The following represents a tentative agreement to the collective bargaining agreement between the Kentfield School District and the Kentfield Teachers Association. This tentative agreement must be ratified by the Board of the Kentfield School District and by the members of the Kentfield Teachers Association.

New language is in bold and underlined. Language to be removed is in strikethrough.

Article 3 – EMPLOYEE RIGHTS

3.1 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.

**3.2 Newly Hired Bargaining Unit Members: “Newly hired bargaining unit member” or “new hire” means any bargaining unit member, whether permanent, probationary, temporary, full-time, part-time, hired by the District. It includes all current employees whose new position has placed them in the bargaining unit represented by the Association.**

**3.3 On the last workday of each month, the District shall provide to the Association the name and contact information of all new hires.**

**3.3.1 The information shall be provided electronically via a mutually agreeable secure format and shall include the following items, with each field in its own column: First Name; Middle initial; Last name; Suffix (e.g. Jr., III); Job Title; Department; Primary worksite name; Work telephone number; Work Extension; Home Street address (incl. apartment #); City; State; ZIP Code (5 or 9 digits); Home telephone number (10 digits); Personal cellular telephone number (10 digits) if provided to employer; Personal email address if provided to employer**

**3.3.2 The District will provide required information in its possession unless an employee exercises their rights under Government Code Sections 6207 and 6254.3.**

**3.4 The District shall provide the Association with the information described above in Section 3.3.1 for all unit members during the last ten days of September, January, and May.**

**3.5 “New employee orientation” means the onboarding process of a newly hired bargaining unit member, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.**

**3.5.1 The District shall provide the Association mandatory access to its new employee orientations. The Association shall receive notice and an agenda with times ten (10) or more days in advance of an orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District’s operations that was not reasonably foreseeable.**

**3.5.2 Group Orientations: In the event the District conducts a group orientation, the Association shall have up to one (1) hour of exclusive presentation time at the orientation session. When the orientation takes place during a returning teacher workday the District shall provide paid release time (reimbursed by the Association) of up to two (2) hours for an Association representative for each group orientation. The KTA / CTA Staff Representative may also attend the orientation session.**

**3.5.3 Individual Orientations: In the event the District conducts one-on-one orientations with new employees, the Association shall have up to thirty (30) minutes of exclusive presentation time at the orientation session. When the orientation takes place during a returning teacher workday the District shall provide paid release time (reimbursed by the Association) of one (1) hour to an Association representative to conduct the orientation session. The KTA / CTA Staff Representative may also attend the orientation session.**

**3.5.4 The orientation session shall be held on District property during the workday.**

**3.5.5 The Association may use part of their time at any orientation session to present, or allow CTA endorsed vendors to present information, products, and/or services.**

**3.5.6 New Hire Information Packet: The District shall provide a physical copy or a link to a digital copy of the KTA / KSD certificated contract in the new employee orientation packet.**

**3.6 Any alleged violation, misinterpretation, or misapplication of the terms of this Article 3.2-3.5 shall be subject to the grievance provisions of Article 11 Grievance Procedure, except as follows: For the purposes of Article 3.2-3.5, the “Grievant” shall only be the Association. No single employee or group of employees may grieve these sections, unless they are authorized representatives of the Association and grieving on behalf of the union.**

Article 8 – PROCEDURES FOR EVALUATION

8.2 Paragraph 1 will now read:

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, **resource specialists, school psychologists, English language development specialists, intervention specialists** will be evaluated by the Director of Student Services. **The bargaining unit members holding these positions may alternatively choose to be evaluated by their site administrator.** 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.

Add the following to become a new third paragraph in Article 8.4:

**Grades shall be determined by teachers and shall be final in accordance with Education Code Section 49066. Teachers are required to make comments on report cards, and those comments shall be final, except for extenuating circumstances as determined by site administration. Teachers will be notified in writing of any changed comment.**

Also: The parties agreed to form a work group to explore alternative evaluation procedures.

Article 10 – HOURS OF EMPLOYMENT

Change the fifth row of the table in Article 10.2 as follows:

|                       |              |  |                                      |
|-----------------------|--------------|--|--------------------------------------|
| Overnight field trips | Student fees | Stipend of<br>\$200/night<br><b><u>\$300/night</u></b> | Principal/Superintendent or designee |
|-----------------------|--------------|--|--------------------------------------|

Change the ninth row of the table in Article 10.2 as follows:

|                      |          |  |           |
|----------------------|----------|--|-----------|
| Lunchtime Activities | District | <del>Hourly Rate*</del><br><b><u>Per diem rate</u></b> | Principal |
|----------------------|----------|--|-----------|

Add a new 11<sup>th</sup> row to the table in Article 10.2 as follows:

|                                    |                        |  |  |
|------------------------------------|------------------------|--|--|
| <b><u>New teacher work day</u></b> | <b><u>District</u></b> | <b><u>Hourly Rate*</u></b><br><b><u>Max. 6 hours/day</u></b> | <b><u>Superintendent or designee</u></b> |
|------------------------------------|------------------------|--|--|

Add the following to become the new final paragraph in Article 10.2:

**Members will receive compensation, at their per diem rate, for time worked during lunch and missed prep periods on field trips.**

*The parties agreed to the following: Teachers cannot be compelled to participate in Teens in Transition. The parties will form a work group to develop and propose contract language to delineate responsibilities and other details of Teens in Transition, including staff compensation. This work group will complete its work by the end of the 2019-2020 school year.*

*The District agreed to create job descriptions for the Grade Level Coordinator (GLC), the Curriculum Chairs (CC), and the Athletic Director.*

## 10.6 Opportunities

1. Kent Middle School teachers will offer an “Opportunities” class. “Opportunities” classes at Kent Middle School offer sessions designed for intervention, extension, student support, and independent work scheduled into the school day. Teachers welcome students into their classrooms during “Opportunities” to offer support and guidance in students' areas of need and provide them with a place to work.
- ~~2. Any teacher who chooses not to offer an “Opportunities” class will supervise a study hall class instead.~~
2. Special educators and school counselors will not hold opportunities classes, but will perform other work-related duties during this time.
3. The maximum number of minutes for “Opportunities” will be 70 minutes per week. If there is a special schedule that increases the number of minutes beyond the 70-minute maximum, the increase will be mutually agreed upon by the site administrator and KTA site representative.
4. Teachers will take roll at the beginning of their “Opportunities” classes to keep track of the locations of the students enrolled in the teachers’ “Opportunities” classes. Roll may be taken on a paper roster.
5. The principal will develop a site-based procedure in partnership with grade levels, to be mutually agreed upon between site administration and KTA.

3. **6.** 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). **On Wednesdays without meetings or other obligations, teachers' work days will end at dismissal unless they have after-school yard duty.**

~~4. The parties have collaboratively come up with a workable template for "Opportunities" (Appendix R)~~

*Add the following as a new Article 10.7 and renumber the rest of Article 10*

### **10.7 Advisory**

**10.7.1 When Advisory is held, every Kent teacher will teach Advisory (with the exception of school counselors.) Advisory is a non-academic session for social emotional learning activities and experiences.**

**10.7.2 For the 2019-2020 school year, Advisory will be at the end of the instructional day. This issue will be revisited during negotiations for 2020-2021, and will not count as a re-opener item as identified in Article 27.**

*Old 10.7.2.2, now 10.8.2.2 to be struck through, and renumber the rest of 10.8.2:*

~~10.7.2.2 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).~~

~~(see attached MOU regarding Article 10.7.2 - Intake Conferences.)~~

### Article 13 – SALARY

**Effective July 1, 2019, and going forward, the parties have agreed to a "salary schedule smoothing" which creates new salary amounts in Column V, at steps 14, 15, 17, 18, 19, 21, 22, 23, and 24. The amounts in these steps were arrived at by dividing the differences between step 13 and step 16, step 16 and step 20, and step 20 and step 25 into even increments and adding those increments to the previous step. This work is shown in Appendices G-4 and G-5, and reflected in the new salary schedules in Appendices G-1 and G-3**

Effective July 1, ~~2018~~ **2019**, the District will place a ~~3%~~ **2%** across-the-board salary increase on the salary schedule.

**Effective July 1, 2020, the District will place a 2.5% across-the-board salary increase on the salary schedule.**

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 <b>Bacich and Kent</b> | Schedule 207                       |
| RSP Bacich                     | Schedule <del>202</del> <b>207</b> |
| 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.

## Article 15 – LEAVES

### 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, **calculated and paid as the difference between the daily substitute rate and the bargaining unit member’s per diem rate of pay, or 50% of the bargaining unit member’s salary, whichever is greater** for the remaining portion of the twelve (12) workweeks of parental leave.

### 15.16 Exchange of Time

Add the following new ninth bullet point to the items in 15.16 Exchange of Time:

- **District-initiated Exchange of Time will be compensated at a bargaining unit member’s per diem rate of pay; when bargaining unit members arrange with each other for Exchange of Time, compensation will remain at the hourly rate. Teachers may still opt for days instead of pay.**

## Article 23 – PEER SUPPORT

*The Parties agreed to strike all of Article 23 and replace it with the following:*

**The Kentfield School District and the Kentfield Teachers Association strive to provide an excellent education for all students. One of the ways we do this is by supporting our teachers. The purpose of district-funded Peer Support Programs is to partner permanent teachers with a peer to assist with subject matter knowledge, teaching**

strategies, classroom management, and other professional duties. Areas of need may be identified through the evaluation process or by self-referral. Program delivery is dependent on availability of funding.

### 23.1 Peer Support Programs

Beginning Teacher Support and Assistance (BTSA), available to:

non-permanent teachers in their first and second year of teaching

Peer Support, available to “Qualifying Teachers” who are:

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

teachers who receive a negative evaluation on their Formal Evaluation Summary

### 23.2 Consulting Teachers

Permanent certificated teachers with expertise in the identified area of need (Consulting Teachers) will be invited to provide assistance to their colleagues.

### 23.3 The Process

When peer support is requested by a Qualifying Teacher, the site Principal, the Qualifying Teacher, and an Association representative shall meet to discuss the need(s) and to identify potential Consulting Teachers.

The choice of the Consulting Teacher shall be mutually agreed upon by Qualifying Teacher and the site principal.

Consulting Teachers shall assist the Qualifying Teachers by demonstrating, observing, coaching, conferencing, and any other activities, which, in their professional judgment, will help the Qualifying Teacher.

**The Qualifying Teacher, the Consulting Teacher and the site Principal will collaborate on a scope of work and a schedule for peer support. This proposed scope of work and schedule will be presented to the Superintendent or designee who will amend or approve the plan.**

**All interactions will remain confidential between the Qualifying Teacher and the Consulting Teacher. Administration will not receive reports from Consulting Teachers.**

#### **23.4 Compensation for Service**

**A stipend not to exceed \$2000 will be provided to the Consulting Teacher.**

#### **23.5 Miscellaneous**

**The District and Association shall jointly inform members of the availability of this program at the beginning of every school year.**

**This program is not intended to preclude teachers from seeking support from other sources.**

#### Article 24 – DUES AND PAYROLL DEDUCTIONS

~~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.~~

~~A. C.~~ The **KTA/CTA/NEA** shall **annually** 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 **for the forthcoming school year** by July.

~~B. 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~~ **August** and continuing through the June payroll of each school year. ~~Except as set forth in paragraph G, the~~ **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.

**C. The authorization, terms, and rescission of dues deductions agreements are internal KTA matters. The District will process and honor the terms of dues deduction agreements for all bargaining unit members who the union reports as having written authorizations.**

**D. Bargaining unit member requests for revocation of dues deduction authorizations must be directed to the union. The District will rely on KTA's decision as to whether a revocation request is effective.**

**E. KTA will indemnify the District against any claims made by an employee regarding payroll deductions made based on information provided by KTA to the District.**

## Article 26 – SAFETY

### 26.1 Employee Safety

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

**The District will utilize air filters with the highest minimum efficiency reporting value (MERV) its systems can support.**

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

*New Article 27.*

## Article 27 – NON-DISCRIMINATION

**In order to ensure a supportive, positive, and inclusive climate where diverse backgrounds, perspectives, ideas, and opinions are valued and respected, the District shall administer and enforce the contract consistently and uniformly among all bargaining unit members. Further, the District shall not discriminate against any bargaining unit member because of race, color, gender, gender identity, gender expression, ancestry, national origin, religion, sex, sexual orientation, age, disability, medical condition, genetic information, marital status, economic status, utilization of Family and Medical Care Leave, political affiliation, domicile, military and veteran status, membership or participation in an employee organization's legal activities with respect to implementation or exercise of the rights and responsibilities contained in this agreement; or any other basis prohibited by law.**

**The District will not engage in retaliatory behavior against any member who brings forth a complaint against an administrator, offers critical feedback on an administrator's or the District's policies, or files a grievance. Administrators will inform members that they have a choice to bring a union representative with them to meetings to address alleged instances of discrimination, retaliation or harassment.**

## Article ~~27~~<sup>28</sup> – TERM

The term of the contract shall be July 1, ~~2016~~ **2019** through June 30, ~~2019~~ **2022**. For ~~2018-2019~~ **the years 2019-20 and 2020-21** the contract section of Salary and Benefits shall not be reopened once settled. **For the 2021-2022 year Article 13 – SALARY, Article 14 – BENEFITS, Article 10.11 Advisory, and any three (3) Articles of each party's choosing will be re-opened. Salary and Benefits shall be reopened.**



***New Appendix G-4 – Salary Schedule “Smoothing”***

|    | 2018-19 187 Day Salary Sched. Col. V | 2018-19 187 Day Salary Sched. Col. V w/ Smoothing | 2019-20 187 Day Salary Sched. Col. V |
|----|--------------------------------------|---|--------------------------------------|
| 1  | 64,597                               | 64,597  | 65,889                               |
| 2  | 66,904                               | 66,904  | 68,242                               |
| 3  | 69,212                               | 69,212  | 70,596                               |
| 4  | 71,519                               | 71,519  | 72,949                               |
| 5  | 73,828                               | 73,828  | 75,305                               |
| 6  | 76,136                               | 76,136  | 77,659                               |
| 7  | 78,446                               | 78,446  | 80,015                               |
| 8  | 80,751                               | 80,751  | 82,366                               |
| 9  | 83,060                               | 83,060  | 84,721                               |
| 10 | 85,366                               | 85,366  | 87,073                               |
| 11 | 87,674                               | 87,674  | 89,427                               |
| 12 | 89,980                               | 89,980  | 91,780                               |
| 13 | 92,286                               | 92,286  | 94,132                               |
| 14 |                                      | 92,864  | 94,721                               |
| 15 |                                      | 93,442  | 95,311                               |
| 16 | 94,020                               | 94,020  | 95,900                               |
| 17 |                                      | 94,454  | 96,343                               |
| 18 |                                      | 94,887  | 96,785                               |
| 19 |                                      | 95,321  | 97,227                               |
| 20 | 95,754                               | 95,754  | 97,669                               |
| 21 |                                      | 96,463  | 98,392                               |
| 22 |                                      | 97,172  | 99,115                               |
| 23 |                                      | 97,881  | 99,839                               |
| 24 |                                      | 98,590  | 100,562                              |
| 25 | 99,299                               | 99,299  | 101,285                              |

***New Appendix G-5 – Salary Schedule “Smoothing”***

|    | 2018-19 207 Day Salary Sched. Col. V | 2018-19 207 Day Salary Sched. Col. V w/ Smoothing | 2019-20 207 Day Salary Sched. Col. V |
|----|--------------------------------------|---|--------------------------------------|
| 1  | 71,505                               | 71,505  | 72,935                               |
| 2  | 74,059                               | 74,059  | 75,540                               |
| 3  | 76,616                               | 76,616  | 78,148                               |
| 4  | 79,169                               | 79,169  | 80,752                               |
| 5  | 81,724                               | 81,724  | 83,358                               |
| 6  | 84,278                               | 84,278  | 85,964                               |
| 7  | 86,836                               | 86,836  | 88,573                               |
| 8  | 89,387                               | 89,387  | 91,175                               |
| 9  | 91,943                               | 91,943  | 93,782                               |
| 10 | 94,497                               | 94,497  | 96,387                               |
| 11 | 97,050                               | 97,050  | 98,991                               |
| 12 | 99,604                               | 99,604  | 101,596                              |
| 13 | 102,156                              | 102,156   | 104,199                              |
| 14 |                                      | 102,796   | 104,852                              |
| 15 |                                      | 103,436   | 105,505                              |
| 16 | 104,076                              | 104,076   | 106,158                              |
| 17 |                                      | 104,556   | 106,647                              |
| 18 |                                      | 105,036   | 107,137                              |
| 19 |                                      | 105,515   | 107,625                              |
| 20 | 105,995                              | 105,995   | 108,115                              |
| 21 |                                      | 106,780   | 108,916                              |
| 22 |                                      | 107,565   | 109,716                              |
| 23 |                                      | 108,350   | 110,517                              |
| 24 |                                      | 109,135   | 111,318                              |
| 25 | 109,920                              | 109,920   | 112,118                              |

For the District

For the Association

\_\_\_\_\_

\_\_\_\_\_

Date

Date

\_\_\_\_\_

\_\_\_\_\_

Memorandum of Understanding

The Kentfield School District (District) and Kentfield Teachers Association (KTA) agree to suspend:

*Article 10.7.2 Informal Intake conferences Section 2, Section 3, and Section 6*

For 2019 - 2020 school year, the Grade 5 Teachers will hold “Informal Intake Conferences” that will take place after minimum school days on the following days and during the following times.

September 11<sup>th</sup>, 2019 from 12:40 to 4:30.

September 12<sup>th</sup>, 2019 from 1:30 to 3:30.

September 13<sup>th</sup>, 2019 from 1:00 to 3:30.

Article 10.7 will be back in effect for the 2020-2021 school year for all grades at Kent, unless negotiated otherwise by the Parties.

For KTA:

For the District:

\_\_\_\_\_

\_\_\_\_\_

Date:

Date