

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

KING CITY UNION ELEMENTARY TEACHERS ASSOCIATION
CTA/NEA

AND THE

KING CITY UNION (ELEMENTARY) SCHOOL DISTRICT

FOR THE PERIOD OF

JULY 1, 2005 TO JUNE 30, 2008

Extended by agreement on June 10, 2008 to June 30, 2009 (Page 55-63)

Extended by agreement on June, 2010 to June 30, 2011(Page 64-75)

Extended by agreement on May 25, 2011 to June 30, 2012 (Page 76-84)

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ARTICLE I ~ AGREEMENT

- A. The articles and provisions contained herein constitute a bilateral and binding agreement (Agreement) by and between the Governing Board of the King City Union School District (District) and the King City Union Elementary Teachers Association CTA/NEA (Association), the employee organization.
- B. This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549.3 of the Government Code (Act).
- C. Duration of the Agreement
 - 1. This Agreement becomes effective upon ratification and remains in effect until June 30, 2012 or until such time as a new Agreement is negotiated and adopted by both parties.
 - 2. Changes to the salary schedule shall be retroactive to the first working day of the school year, and shall be paid within forty-five (45) days of ratification of this Agreement, unless otherwise agreed to in negotiations.
 - 3. During the term of this Agreement, negotiations on any article may be reopened at any time by mutual consent of the Association and the District.
 - 4. All articles not affected by negotiations shall continue in effect year by year.
- D. A copy of this Agreement shall be provided to all new members of the unit by the District during orientation days and shall be posted on the district website.

ARTICLE II ~ RECOGNITION

- A. The District recognizes the Association as the exclusive representative for a unit of all positions requiring certification with the King City Union Elementary School District – excluding management, confidential, supervisory, substitute and summer school employees, as defined in the Act -- for the purposes of meeting and negotiating.
- B. Persons represented by said unit shall hereafter in this document be referred to as "member of the unit".

ARTICLE III ~ NEGOTIATION PROCEDURES

- A. No later than April 15th, the parties will come together and develop a list of mutually-agreed upon interest based bargaining issues for the succeeding school year, to be sunshined for public review and comment at the next Board meeting.

1. In years in which a multi-year agreement will be in force during the succeeding school year, the list of issues shall be drawn from up to three articles plus salary and benefits.
 2. In the final year of an agreement, the list of issues may encompass the entire agreement.
- B. Either party may utilize the services of outside consultants to assist in the negotiations.
- C. The District and the Association may discharge their respective duties by means of authorized officers, individuals, representatives or committees.
- D. Negotiations shall take place on mutually agreeable dates, times and places. Said information may be requested in writing, in which case a response will be given within three (3) working days and a meeting set up within five (5) working days from receipt of the written request.
- E. The Association shall designate five (5) representatives who shall each receive release time without loss of compensation or sick leave for the purpose of preparing for and attending negotiations and impasse proceedings.

ARTICLE IV ~ ORGANIZATIONAL SECURITY

- A. Non-Members
1. Any members of the unit who is not a member of the Association shall pay to the Association a service fee proportionate to the percentage of time employed minus the yearly amounts for the CTA/NEA publications - CTA Action, NEA Reporter and Today's Education - and ABC political fund. The service fee includes the standard initiation fee, periodic dues and general assessments of the Association.
 2. Said service fee shall be a condition of employment.
 3. Any member of the unit who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join, maintain membership in, or financially support any employee organization 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 either to a nonreligious, nonlabor organization, charitable fund exempt from taxation under Section 501 (c) (3) of Title 26 of the Internal Revenue Code, chosen by such employee from a list of at least three such funds, designated in the organizational security arrangement, or if the arrangement fails to designate such funds, then to any such fund chosen by the employee. Either the employee organization or the public school employer 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

employee organization to use the grievance procedure or arbitration procedure on the employee's behalf, the employee organization is authorized to charge the employee for the reasonable cost of using such procedure.

4. Non-members may use the payroll deduction method or pay the service fee directly to the Association. In the event that the member of the unit fails to comply with one of the aforementioned methods, the Association shall inform the District that the requirements of Section C of this Article should be implemented.

B. Members

1. Any member of the unit who is a member of the Association or who has applied for membership may sign and deliver to the District an assignment authorizing payroll deduction of unified membership dues, initiation fees and general assessments of the Association.
2. Pursuant to such authorization, the District shall deduct one-tenth or one-twelfth of such dues from the regular salary check of the member of the unit each month for ten (10) or twelve (12) months.
3. Such authorization shall continue in effect from year to year unless revoked in writing between June 1st and September 15th of any year.
4. Members of the unit who are employed and sign such authorization forms after the commencement of the school year shall pay the same monthly rate as other members.

C. Miscellaneous

1. Any member of the unit who chooses to pay the Association directly or who revokes his or her payroll authorization shall transmit said service fee to the Association within thirty (30) days of initial and yearly employment or payroll authorization revocation, whichever is applicable.
2. If, within the time period specified above, a member of the unit does not pay a fee directly to the Association or submit a payroll deduction authorization, the District shall, upon notice from the Association, immediately begin automatic payroll deduction as provided in Education Code section 45061 and in the same manner as set forth in Section B of this Article.
 - a. If a member of the unit revokes a dues or service fee authorization or fails to make arrangements with the Association for the direct payment of service fees, the District will deduct service fees until such time as the Association notifies the District that arrangements have been made for the payment of such fees.
 - b. With respect to all sums deducted by the District pursuant to the authorization of the member of the unit (whether a membership fee or a service fee), the District agrees to remit such monies to the Association promptly.

3. The Association and the District agree to furnish any information needed by each to fulfill the provisions of this article. In addition, the Association agrees to provide proper Hudson notification to fee payers in a timely manner.
4. The Association agrees to indemnify, defend and hold the District harmless from any and all claims, demands, suits, attorney fees, or any other action arising from the provisions of the section or from complying with any demand for deduction, termination or revocation hereunder.

ARTICLE V ~ GRIEVANCE PROCEDURE

A. Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at any level of the procedure. The grievant may start at whichever level is appropriate to the grievance.

B. Definitions

1. A "grievance" is a claim by one or more members of the unit, or the Association, that he or she has been adversely affected by an alleged violation, misinterpretation or misapplication of this agreement.
2. A "day" is any day in which the District administrative office is open.
3. "Involved parties" include, but may not be limited to, the grievant, the appropriate administrators and the Association's representative.
4. A "grievant" may be one or more members of the unit or the Association asserting a grievance.
5. A "representative" shall be a person chosen by the Association to represent the grievant.
6. "Levels" are sequentially higher appeals in the chain of command. The grievant may start at whichever level is appropriate to the grievance.

C. Procedure

1. Informal Level

Within ten (10) days after knowledge of or the occurrence of the act or omission which gives rise to the grievance, the grievant may meet with the appropriate administrator, either directly or in the presence of the Association's representative. Any persons named in the grievance shall be notified and shall have the option of meeting with the grievant and the administrator.

2. Formal Level One - Appropriate Site Administrator

If the grievance has not been settled at the informal level, or if the grievant chooses not to use the informal level, the grievant may, within seven (7) days, submit a formal written grievance to the appropriate administrator requesting a written response. The administrator shall have seven (7) days to render a written decision.

3. Formal Level Two - Superintendent

If the grievance is not settled with the appropriate site administrator, the grievant may, within seven (7) days, submit the written grievance to the Superintendent. The Superintendent shall have seven (7) days to render a written decision.

4. Formal Level Three - Grievance Mediation

- a. If the grievant has not settled with the Superintendent, or if the time limits expire without issuance of the Superintendent's written reply, the grievant and/or the Association, within seven (7) days, may submit the grievance to non-binding mediation through the California Department of Industrial Relations, State Mediation and Conciliation Service ("SMCS").
- b. An impartial mediator from SMCS shall be selected jointly by the grievant and the District within seven (7) days of the receipt of the written request. In the event that the parties cannot agree, SMCS shall be requested to supply a panel of five (5) names. Alternate names shall be stricken until only one (1) remains.
- c. Mediation shall commence at the convenience of the mediator. Mediation sessions shall be confined to school days. In order to make the most efficient use of the mediator's time, mediation sessions shall extend beyond normal school hours, by mutual agreement.
- d. The fees and expenses of the mediator shall be paid by SMCS. Any costs related to the mediator not paid by SMCS shall be shared equally.
- e. Any additional expenses incurred beyond those charged by SMCS shall be borne by the party incurring such expenses.
- f. Mediation, from start to finish, shall not exceed thirty-five (35) calendar days.

C. Miscellaneous

1. Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered to be maximums and every effort should be made to expedite the process. The time limits may, however, be extended by mutual agreement.
2. In the event a grievance is filed at such time that it cannot be processed through all

levels of the grievance procedure by the last working day of the school year, the time limits set forth herein shall be reduced so that the procedure may be completed prior to the end of the school year or within thirty-five (35) calendar days.

3. A member of the unit may be represented at all stages of the procedure by himself and/or, at the member's option, by legal counsel and/or a representative of the Association. The Association shall be represented in any formal grievance and shall receive all formal documents and decisions.
4. Forms and other related documents will be developed jointly by the Association and the Superintendent and shall be available at the District office and posted on the district web site. (See Appendix C.)
5. All claims alleging a violation, misinterpretation or misapplication of this agreement shall be considered grievable and shall proceed as such. A decision rendered at any level shall be considered final unless an appeal is made within the time specified. If a decision is not given to the grievant within the time limit, an appeal may be taken to the next level.
6. No party in interest shall take reprisals affecting the employment status of any member of the unit, party in interest, any Association representative, or any other participant in the procedure by reason of such participation.
7. An operational file shall be kept during the grievance by the appropriate administrator. At the conclusion of the grievance, this file shall not become a part of the District personnel file of any participant and shall be kept confidential at all times.
8. When it is necessary for representative(s) designated by the Association to attend mediation during a school day, the President of the Association shall notify the appropriate administrator. The representative of the Association shall be released without loss of pay or sick leave to participate in the activity. Any member of the unit who is requested to appear in such mediation as a witness shall be accorded the same right.
9. Any grievance may be brought directly to mediation by mutual consent between the Association and the Superintendent.
10. The resolution of any grievance shall be documented in a settlement agreement with signed copies distributed to the grievant, the Association and the District. No agreement shall modify the terms of the existing contract.

ARTICLE VI ~ BOARD POLICY COMPLAINT PROCEDURE

The procedure for filing a complaint because of an alleged violation, misinterpretation or misapplication of Board policies, which directly affect members of the unit, shall be the procedure outlined in Administrative Regulation 4144, approved by the governing Board on December 18,

1996.

ARTICLE VII ~ MEMBER OF THE UNIT EVALUATION

- A. The purpose of evaluation shall be to assess a member of the unit's performance, noting commendable areas observed and, if needed, areas for improvement. Member of the units shall be evaluated on their performance in the classroom as it directly applies to the education given to the student and on non-instructional duties, which are necessary to the operation of the school.
- B. Definition of Terms:
1. Observation: The viewing of a staff member's performance, which is reduced to writing. It is understood that an observation has two components: first, a viewing of the performance in the classroom; and second, a written report.
 2. Visitation: The viewing of a staff member's performance, which may, at the discretion of the evaluator, be reduced to writing.
 3. Final Evaluation: A summary report of all written visitations and observations for the year.
- C. Procedure
1. Every first year probationary member of the unit shall be observed at least once. The final evaluation shall be discussed with the member of the unit and filed in the District Office no later than March 1st of the evaluation year. When any probationary member of the unit has received an unsatisfactory final evaluation, the District shall annually evaluate the member of the unit until he or she achieves a positive final evaluation, or is separated from the District.
 2. Every second year probationary member of the unit shall be observed by the site administrator no later than December 8th of each school year. Additional observations may be made at any time during the year but the final evaluation shall be filed in the District Office no later than March 1st of each year. At no time may the total number of observations exceed the contractual agreements.
 3. Every temporary member of the unit contracted for service at 75% or more of the school year shall be observed no later than February 1st or within forty (40) working days of the date of hire. Additional observations may be made any time during the year but the final evaluation shall be filed in the District Office no later than March 1st of each year. At no time may the total number of observations exceed the contractual agreements. Every temporary member of the unit contracted for service less than 75% of the school year shall be observed no later than forty (40) working days of the date of hire.

4. Permanent Members of the Unit
 - a. Observation(s) and evaluations of permanent members of the unit shall occur at least once every two years by a designated District administrator.
 - b. The final evaluation shall be discussed with the member of the unit and filed in the District Office no later than May 1st of the evaluation year. When any permanent member of the unit has received an unsatisfactory final evaluation, the District shall annually evaluate the member of the unit until he/she achieves a positive final evaluation or is separated from the District. Only a member of the unit who has received two (2) unsatisfactory observations may be given an unsatisfactory final evaluation. At no time may the total number of observations exceed the contractual agreements.
5. Members of the unit shall be evaluated using the following criteria from the California Standards for the Teaching Profession, which has been adopted by the Board.

Engaging and Supporting All Students in Learning

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

Creating and Maintaining Effective Environments for Student Learning

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

Understanding and Organizing Subject Matter for Student Learning:

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

Planning Instruction and Designing Learning Experiences for All Students

- ◊ Drawing on and valuing students' backgrounds, interests, and developmental learning

needs

- ◊ Establishing and articulating goals for student learning
- ◊ Developing and sequencing instructional activities and materials for student learning
- ◊ Designing short-term and long-term plans to foster student learning
- ◊ Modifying instructional plans to adjust for student needs

Assessing Student Learning

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

Developing as a Professional Educator

- ◊ Reflecting on teaching practice and planning professional development
- ◊ Establishing goals and pursuing opportunities to grow professionally
- ◊ Working with families to improve professional practice
- ◊ Working with colleagues to improve professional practice
- ◊ Balancing professional responsibilities and maintaining motivation

6. The criteria in section 5 above, shall be used by all evaluators, and, as is appropriate, shall be identified and included in the member of the unit's written observation and the final evaluation. Any item considered unsatisfactory must be supported by a specific example(s) in the observation, visitation or the final evaluation.
7. Each observation shall:
 - a. Be based on not less than fifteen (15) minutes of continuous, direct observation. Hearsay statements shall be excluded from any observation or final evaluations.
 - b. Be preceded, upon entering the room, by some form of acknowledgement to the member of the unit by the evaluator that an observation is being made.
 - c. Be followed by a conference in which the evaluator and the member of the unit shall review the observation. Additional observations shall take place prior to any negative comments or judgments being included in the final evaluation.
 - d. Additional observations also shall not take place before the completion of the conference.
 - e. Additional observations, not to exceed contractual agreements, may take place prior to the filing to the final evaluation.
 - f. Mitigating Circumstances - During the course of the observation period, unusual circumstances may arise which directly affect the parameters of the observation, and shall be taken into consideration.

8. The conference shall:
 - a. Be arranged by the evaluator no later than two (2) working days after the observation if the observation is positive.
 - b. Be held within five (5) working days after the observation, unless mutually agreed to by the member of the unit and the evaluator.
 - c. Be held no later than two (2) working days after the observation if the observation is unsatisfactory.
9. The member of the unit may submit a written response to any visitation, observation or final evaluation.
10. In the event a member of the unit receives an unsatisfactory observation, the evaluator shall cite the deficiencies, shall include specific recommendations for improvement, and shall provide for direct assistance in implementing such recommendations as required or requested. If recommended, adequate release time shall be granted the member of the unit to visit and observe other similar classes in our District or in other districts.
11. Any plan that includes specific recommendations for improvement and direct assistance shall be given reasonable time to become effective before any other observation shall take place. This time shall be determined by the member of the unit and added in writing to the written report at the conference. This time shall not exceed two (2) weeks except by mutual consent. No observations of said member of the unit shall take place during the remediation time.
12. A member of the unit shall have no more than five (5) observations during a school year unless a member of the unit receives two (2) unsatisfactory observations. With two (2) unsatisfactory observations, the total number of observations shall not exceed seven (7) during any one school year.
13. Only a member of the unit who has received two (2) unsatisfactory observations in a given school year may be given an unsatisfactory final evaluation. At no time may the total number of observations exceed the contractual agreements.
14. Any member of the unit who receives an unsatisfactory observation may request and shall be granted subsequent observation by the evaluator.
15. Upon request of the affected member of the unit, another District evaluator shall be assigned after any member of the unit has received two (2) unsatisfactory observations in the same year.
16. All observations shall carry the same weight.
17. All forms related to observations and final evaluations shall be copied and given to the

member of the unit at the time of each conference. (See Appendix D.)

18. Subsequent observations shall address all negative comments on previous observations filed in the same school year.
19. The provisions of the Article shall not preclude the District's exercise of statutory provisions authorizing the non-reelection, layoff, or dismissal of members of the unit.
20. No unit member shall be required or requested to evaluate, either formally or informally, another unit member.

ARTICLE VIII ~ PUBLIC CHARGES

- A. A complaint regarding a member of the unit made to any member of the administration by any parent or other person which does or may affect the evaluation of a member of the unit shall be discussed with the member of the unit involved. Should the involved member of the unit, the site administrator, and the person making the complaint mutually agree, there shall be a meeting between the person making the complaint, the site administrator and the member of the unit concerning the complaint.
- B. If a meeting is requested and the person making the complaint refuses to attend, the complaint shall be dismissed in its entirety, unless the complaint is also within the purview of the Uniform Complaint Procedures of Title V, in which case those procedures shall take precedence.
- C. Should the site administrator's report on the complaint be derogatory in nature and is placed in the member of the unit's personnel file, the member of the unit shall first have the right to review and have attached to any report his own comments.
- D. Members of the unit shall have access to their files by prior appointment made with the Superintendent or the Superintendent's designee.
- E. A parent/guardian request for student relocation shall not be considered as a public charge unless accompanied by a formal complaint.
- F. In the event any procedure contained herein conflicts with the mandatory provisions of the Uniform Complaint Procedures of Title V, the Uniform Complaint Procedures will be followed.

ARTICLE IX ~ TEACHING HOURS

- A. Regular Work Day for Members of the unit
 1. The length of a regular work day for members of the unit, exclusive of the lunch

period, shall not exceed six (6) hours and thirty (30) minutes.

2. No member of the unit shall be required to report for duty more than fifteen (15) minutes prior to the beginning of the students' regular day.
 3. Members of the unit shall remain beyond the last student dismissal time as many minutes as is necessary for the member of the unit to meet the six (6) hours and thirty (30) minute requirement. Fridays and rainy days constitute exceptions.
 4. Members of the unit shall have a duty-free lunch period of not less than forty-five (45) minutes except on rainy days, when the duty-free lunch period shall be not less than thirty (30) minutes.
 5. Preparation time
 - a. Full-time members of the unit at the middle school (6-8 grades) shall have one (1) preparation period per day.
 - b. Fourth and fifth grade members of the unit and sixth grade members of the unit not at the middle school shall have a minimum of thirty (30) minutes per day for preparation time during P.E. The time classes are scheduled for music with other staff members (without any reduction in instructional time for students) shall also be used for preparation time.
 - c. Except when duly announced meetings are called, kindergarten, first, second, and third grade members of the unit shall have from the student dismissal time to the close of the working day to use as preparation time.
 6. In order to protect the instructional time for students, no member of the unit shall be required to leave while class is in session. Excluded from this shall be any remediation due to evaluation which requires the member of the unit to be elsewhere, i.e. visitations, course work.
 7. District pull-out support members of the unit, when and if permitted by law in the Education Code, including, but not limited to 56362 and 56825, may be used in emergency situations if a substitute or administrator is not available.
- B. On minimum days other than those designated for workshops, conferences or in-service, members of the unit may leave fifteen (15) minutes after student dismissal time.
- C. Service beyond the regular work day for members of the unit shall be as follows:
1. No more than two (2) times each month, members of the unit will be required to attend meetings for up to one hour in length for each meeting, after which time members of the unit are free to leave.

2. New members of the unit shall be required to attend one additional meeting for up to one hour each month. This requirement shall apply during the first two years of regular employment with the district unless a member of the unit is administratively excused.
3. It is expressly understood that on occasion it may be necessary for all members of the unit to remain on campus beyond contractual time requirements to discharge professional responsibilities or carry out extended activities. Written notification of such activities shall be given at least two days in advance. In an emergency, one day advance notice will be given if possible.
4. Service on all site level committees shall be on a voluntary basis only. New members of the unit shall not be asked to serve on district-level committees during the years they are required to attend meetings under paragraph C- 2 above.
5. If, because of educational requirements, changes in the above paragraph are needed, the District and the Association will meet and negotiate regarding possible changes.

D. Minimum Days For Elementary Parent Conferences:

1. There shall be five (5) minimum days during a week set aside after the end of the first reporting period for parent conferences under the following conditions:
2. Members of the unit shall conference with parents during the afternoon for four (4) days.
3. Members of the unit shall conference with parents during the evening of one of the four days provided in paragraph D-1 above. Individual school site administrators shall designate this day after consultation with, and input from the faculty.
4. On the Friday minimum day, members of the unit shall be allowed to leave campus fifteen (15) minutes after students are dismissed.
5. The week set aside for conference following the first reporting period shall be a five day work week determined through the establishment of a yearly calendar.
6. The required evening conference period shall be two (2) hours in length and shall begin no earlier than 5:00 p.m. Individual school site administrators shall designate the time after consultation with, and input from the faculty.
7. There shall be two (2) minimum days for parent-member of the unit conferences after the end of the second reporting period.

E. Minimum Days for Middle School Parent Conferences:

1. For the first reporting period, the five (5) middle school conference sessions may be

held on a 4 or 5 minimum day week, as cooperatively determined at the site, with two (2) evenings set aside for conferences during this week. If conferences take place during a four-day week, the fifth minimum day shall be scheduled in advance to take place at another time.

2. After the second reporting period, there shall be two (2) minimum days for parent-member of the unit conferences.
3. On the days when afternoon conferences are not scheduled, members of the unit may leave campus fifteen (15) minutes after students are dismissed.
4. The required evening conference period shall be two (2) hours in length and shall begin no earlier than 5:00 p.m. The site administrator shall designate the time after consultation with, and input from the faculty.

ARTICLE X ~ CLASS SIZE

- A. Staffing for instructional purposes for the beginning of each school year shall be determined by obtaining a total number of children expected to enter a grade level and dividing by the optimum number (27) of students. The resulting number shall indicate the number of members of the unit needed for each grade level.
- B. During the first eleven (11) weeks of the school year, the average number of children per class in any one grade level shall not exceed the state maximums. The state maximum for Kindergarten is 33. The state maximum for First through Eighth is 32. If any one grade level does exceed the state maximums, the District shall employ new aides or furnish additional aide time to relieve the situation. If enrollment drops back to below optimum during the first eleven (11) weeks, the additional help will be withdrawn.
- C. If, on the Monday after Thanksgiving recess, the number of children in a given grade level exceeds the maximum for that grade level by enough to bring the grade level to an average above twenty six (26) after adding a member of the unit to said grade level, the steps listed below shall be taken. Otherwise the District shall temporarily employ new aides or furnish additional aide time to relieve the situation.
 1. The appropriate administrator shall assess the degree of overcrowding.
 2. The appropriate administrator shall form a new class unless the bargaining unit, as represented by its executive council with advisory input from the appropriate teaching staff, agrees to an alternate solution.
 3. If a new class is formed, a member of the unit shall be hired to teach it. The position shall be posted outside the District and such will be processed by the administration. A long term substitute (not a member of the unit) or a temporary member of the unit (a member of the unit) may fill the vacancy for the remainder of said year. Current employees shall not be considered for any vacancy caused by students exceeding the

grade level maximums.

4. If a classroom is not available, an on-campus facility (excluding members of the unit's lounges and libraries) shall be provided. If no on-campus classroom type facility is available, an emergency classroom located somewhere in the community shall be provided. If no local emergency classrooms are available within the community, an order for a portable classroom shall be placed by the District with a requested delivery date of no later than January 1. A copy of this order shall be provided to any interested party.
 5. The above steps 1-4 shall be completed by the Friday following Thanksgiving recess.
 6. Combination classes within consecutive grade levels may be used to remediate the overcrowding in grades one through five. Normally only one (1) combination class per grade level may be used. However, an exception to this rule, up to a maximum of two (2) combination classes per grade level per year may be made with prior notice to, and consultation with the Association.
 7. Once formed, any new class shall continue unless the grade level falls below an average of twenty-four (24) by the end of the first semester.
 8. No new class shall be formed after 120 days of instruction. However, if any grade level does exceed the maximum after 120 days, the District shall temporarily employ new aides or furnish additional aide time to relieve the situation. No new aides or additional aide time shall be considered after the end of the third quarter. If enrollment drops back to below maximum, the additional help shall be withdrawn.
- D. Other than for the above conditions, the optimum number of students per grade level shall be twenty-seven (27) for Kindergarten through Eighth, and the maximum number per grade level shall be twenty-nine (29) for Kindergarten through Sixth, and twenty-nine (29) for Seventh and Eighth combined.
- E. The District and site administration will make every attempt to guarantee class size in Physical Education at an optimum of 30 students per section and maximum of 36 students per section. In the event of mitigating circumstances, administration will meet and discuss with staff, contingencies to remedy the overcrowding. Such contingencies may include but not be limited to: Reassigning staff within existing school site members to one section of Physical Education, allowing one release day each month to the overloaded member of the unit to process grading for students, and or compensating staff for overload of student assignment.

ARTICLE XI ~ SCHOOL CALENDAR

- A. The length of the school year for students shall be 180 days.
- B. The length of the school year for returning members of the unit shall be 184 days. This

includes two (2) staff development days, one (1) orientation day, and one (1) additional work day immediately preceding the opening of school.

- C. The length of the school year for new members of the unit shall be 186 days. This includes two (2) staff development days , three (3) orientation days, and one (1) additional work day.
- D. Orientation days shall not be held on weekends or holidays.
- E. The District shall negotiate with the Association as to the structure of the calendar prior to its adoption by the Board of Trustees. (Note: CSEA King City Chapter No. 494 shall be included in these negotiations.)
- F. The current school calendar is set forth in Appendix A.

ARTICLE XII ~ LEAVES

- A. Sick Leave – Ten (10) days of sick leave credit shall be granted on September 1st for all full-time members of the unit under contract for the current school year, and any other prior legally accumulated sick leave shall be added.
 - 1. Should a member of the unit's employment be terminated before the close of the school year, all used but unearned sick leave shall be deducted from the final pay warrant.
 - 2. After members of the unit have exhausted all sick leave and are thereafter absent for personal illness or injury, they shall be compensated in accordance with Section I of this article.
 - 3. Members of the unit shall, on the day of their return to work, submit to the office a completed "Reason for Absence Form" which is available in the office.
 - 4. The District shall provide each member of the unit by April 15th of each school year a statement of the number of unused sick leave days on file for them.
 - 5. Members of the unit who have been employed by a California school district for a period of one school year or more shall have transferred with them the total amount of earned but unused days to which they are entitled in accordance with Education Code.
 - a. It shall be the responsibility of the Superintendent to inform all incoming members of the unit of the transfer of accumulated sick leave.
 - b. It shall be the responsibility of the member of the unit to complete the District form for application for transfer of accumulated sick leave.
 - c. Members of the unit shall be given one fiscal year (July 1 to June 30) to make application for transfer of sick leave provided they have been given the proper

forms and notified of this limit.

- B. Short Time Leaves – Any arrangement to excuse a member of the unit from their regular assignment to meet some situation not otherwise included in their assignment, or some emergency, must have the approval of the site administrator or person in charge.
- C. Court Duty Leave – Leaves of absence for jury duty or as a subpoenaed witness in court other than as a litigant or as a litigant in a civil action arising out of the course or scope of the member of the unit's employment, shall be granted with no loss of compensation, provided that the member of the unit endorses the fee received, exclusive of the mileage allowance, to the District.
- D. Religious Leave – Members of the unit shall be granted sufficient leave from duties on major religious holidays to attend services in their place of worship without loss of compensation. Such absences shall be limited to two (2) full days in any one school year and shall be applied for a week in advance by using the "Reason for Absence Form".
- E. Funeral Leave – Attendance at a local funeral of a friend or family member not included in the immediate family shall be granted for the time of the services. Members of the unit attending shall make arrangements for their classes to be covered by an available member of the unit and notify the site administrator. The member of the unit attending shall not lose compensation or personal necessity leave when available member of the unit substitution occurs.
- F. Bereavement Leave – A unit member shall be granted leave of absence for the death or imminent death of any member of the immediate family without loss of pay or deduction from other leave benefits found in this Article. This leave shall be for three (3) days, unless travel of more than 200 miles (from the employee's primary residence) is required; in such case the length of the leave shall be for five (5) days. Such days need not be taken in consecutive order.
 - 1. Members of the immediate family shall mean the mother, mother-in-law, father, father-in-law, step mother, step father, grandmother, grandfather, or a grandchild of the member of the unit, the spouse or ex-spouse of the member of the unit, the fiancé of a member of the unit, and the son, son-in-law, daughter, daughter-in-law, stepson, stepdaughter, brother, brother-in-law, sister, or sister-in-law of the member of the unit, or any relative living in the immediate household of the member of the unit.
 - 2. A completed "Reason for Absence Form" shall be submitted to the office upon the day of the member of the unit's return to work.
 - 3. The Superintendent or his or her designee may approve leaves in other circumstances on a case-by-case basis.
- G. Study Leave – This leave shall be for study in residence only and shall result in the completion of not less than twenty-four (24) semester units.

1. Study leaves are granted by the District for the maximum period on one (1) year and must be completed within three (3) years.
 2. A member of the unit shall have served a minimum of 130 days in each of seven consecutive years and be classified as permanent.
 3. A member of the unit on study leave shall be paid the difference between his or her salary and that of the substitute.
 4. Any member of the unit receiving study leave shall agree in writing to render service to the District for two (2) years upon completion of the granted leave.
 5. Application for leave shall be made on an official form not later than six months in advance of the beginning of the school year for which leave is requested. Said forms shall be available in the District office.
 6. There shall be a committee of three (3) to consider the applications for study leave. Two (2) members shall be appointed by the Association and one (1) member shall be the applicant's site administrator.
 7. A member of the unit, upon return from this leave, shall receive the same salary step advance that he/she would have received had he/she remained in active service and shall be assigned, unless otherwise agreed, to the same grade level or subject area to which he/she was assigned prior to the leave.
 8. A member of the unit must file with the District, a suitable bond indemnifying the District for any salary paid the member of the unit during the study leave, in the event said member of the unit fails to return and to render two (2) years of service, or if said member of the unit fails to carry out the program of study. Forfeiture of the bond shall not be required in the event that non-compliance with any requirements is due to physical disability or circumstances beyond the control of the member of the unit.
 9. Both the Board and the District shall be free from any liability for the payment of any compensation or damages provided by the law for the death or injury of any member of the unit which occurs while the member of the unit is on study leave.
- H. Limited Study Leave – This leave shall be only for members of the unit who are enrolled in a program which leads to a postgraduate degree. The member of the unit shall verify for the District the enrollment in such a postgraduate degree plan.
1. Requests for this leave shall be made in writing by May 1st.
 2. Such leave is limited to two (2) consecutive years and limited to five (5) year intervals between degrees.

3. A member of the unit on limited study leave shall be paid the difference between his salary and that of the substitute.
 4. The duration of this leave shall be determined by the length of overlap between the beginning or end of the school year and the beginning or end of the applicant's program. This leave may be approved for up to eight (8) weeks.
 5. The Superintendent shall consider all applications for this leave and shall notify applications of a decision by May 15th.
- I. Extended Accident/Illness Leave – Members of the unit who have utilized all of their accumulated sick leave and are still absent from duties on account of illness or accident for a period of five (5) school months or less, shall be compensated at the salary due him or her less the amount that is paid, or would have been paid, a substitute (Education Code 44977). The five (5) months or less time period shall not begin until all other earned but unused sick leave have been exhausted.
- J. Maternity Leave — Employees are entitled to leave due to disability relating to the birth of the employee's child only as provided in sections entitled "sick leave", "extended accident/illness leave", and "family medical leave".
- K. Family and Medical Leave
1. Leave may be taken for the following, consistent with the provisions of the Federal Family and Medical Leave Act of 1992 and the California Family Rights Act of 1991, and subsequent amendments thereto:
 - a. Birth, adoption, or foster care of an employee's child
 - b. The serious health condition of the employee's child, parent, or spouse; or
 - c. The employee's own serious health condition that makes the employee unable to perform the functions of the position
 2. When requesting Family and Medical Leave because of a medical condition, the request shall be supported by a certification from the health care provider of the person requiring care. The certification shall include the following:
 - a. The date on which the serious health condition began
 - b. The probable duration of the condition
 3. If the employee is requesting leave to care for a child, spouse, or parent who has a serious health condition, the health care provider's certification of both of the following:

- a. Estimated amount of time the health care provider believes the employee needs to care for the child, parent, or spouse, and
 - b. Statement that the serious health condition warrants the participation of the employee to provide care during a period of the treatment or supervision of the child, parent or spouse. "Warrants the participation of the employee" includes, but is not limited to, providing psychological comfort and arranging "third party" care for the child, parent, or spouse.
4. If the employee is requesting leave because of his or her own serious health condition, the health care provider's certification that, due to the serious health condition, the employee is unable to perform the functions of his or her job.
5. Eligible employees taking Family or Medical Leave will continue to receive coverage under the District health plans in which they are enrolled for up to a maximum of twelve (12) weeks during the designated 12-month period.
6. Family and Medical Leave shall not exceed twelve (12) workweeks during any 12 month period. This 12 month period begins to run on the date an employee's first Family and Medical Leave begins. After the first 12 month period expires, subsequent 12 month periods begin to run on the date the employee's next Family and Medical Leave begins.
7. Employees who have served more than twelve (12) months with the District are eligible for Family and Medical Leave in accordance with state and federal law.
8. The employee shall give the District at least thirty (30) days written advance notice of his or her need for Family and Medical Leave, when practicable. If the employee learns of the need for this leave fewer than thirty (30) days in advance, he or she shall provide such notice as soon as practicable.
9. Family and Medical Leave taken pursuant to the California Family Rights Act shall run concurrently with leave taken pursuant to the federal Family and Medical Leave Act, except for any pregnancy disability leave. In addition to Family and Medical Leave, an employee may be entitled to take pregnancy disability leave of up to four months in accordance with California law.
10. During the Family and Medical Leave, the employee may use his or her accrued, unused vacation, sick leave, and any other paid or unpaid time off negotiated by the District. If the employee has exhausted all such vacation or leave, the employee may take the Family and Medical Leave on unpaid status.
11. Employees shall retain their status with the District during the Family and Medical Leave, and the leave shall not constitute a break in service for purposes of longevity or seniority under any employee benefit plan or terms of this Agreement.

For purposes of layoff, recall, promotion, job assignment, and seniority-related benefits, such as vacation, the employee returning from Family and Medical Leave shall return with no less seniority than he or she had when the leave began.

L. Pregnancy Disability Leave

1. An employee who is disabled by pregnancy, childbirth, or related medical conditions is entitled to take Family and Medical Leave, as described above, in addition to taking leave of up to four months for pregnancy disability leave. The maximum amount of leave available to a qualifying employee is a total of four months of pregnancy disability leave plus twelve (12) weeks of Family and Medical leave.
2. If possible, the employee shall provide at least thirty (30) days' advance notice for foreseeable events such as the expected birth of a child. For events that are unforeseeable, the District requires at least verbal notice as soon as the employee learns of the need for the leave. Failure to comply with these notice requirements is grounds for, and may result in, deferral of the requested leave until the employee complies with this notice provision.
3. The District may require certification from the employee's health care provider before allowing a leave for pregnancy, childbirth, or related medical conditions.

M. Paternity Leave — When a child is born to a member of the unit's wife, he shall be granted time off with no loss of compensation for one (1) day. In addition, a father may use a maximum of four (4) days of accrued sick leave, with pay, at the birth of his child. A father shall be granted said paternity leave only during the four (4) consecutive calendar days immediately following the arrival of his child.

N. Leave of Absence — A member of the unit may submit a written request for a leave of absence to the District.

1. A leave of absence may be granted at the discretion of the District for no more than one school year.
2. A leave of absence shall carry no compensation and no study requirement.
3. At the expiration of the leave of absence the member of the unit shall be assigned, unless he or she otherwise agrees, to the same grade level or subject area to which he was assigned at the time the leave was granted.
4. In the event that the Association and the District have mutually agreed that an emergency situation (such as declining enrollment, school consolidation, population shift...) exists, paragraph 3 above shall not apply.

O. Personal Necessity Leave — Every member of the unit shall be entitled to use seven (7) days of his paid sick leave allotment during each school year for personal necessity. Three (3) of

these seven (7) may be used for personal business.

1. A member of the unit shall not be required to secure advance permission for personal necessity leave taken for any of the following reasons:
 - a. Death or illness of a member of his/her immediate family
 - b. Accident involving his/her person or property or the person or property of a member of his immediate family
 2. Personal necessity leave related to existing medical conditions may be granted if twenty-four (24) hours advanced permission is received.
 3. A member of the unit using personal business leave shall give twenty-four (24) hours advanced notice whenever possible and secure prior permission.
 - a. Personal business leave shall be used for business matters which require the member of the unit's presence elsewhere and cannot be transacted other than during school hours.
 - b. Personal business leave shall not be available for purposes of personal convenience for activities which can be accomplished outside the school day or on non-working days or for the extension of a holiday or vacation period, pursuit of an avocation, or for recreational or social purposes.
 - c. Administrators shall use only the following questions to make their decision to grant or not to grant personal business:
 - 1) Is this a case of personal business?
 - 2) Can this business be done at a time other than school hours?
 - d. The member of the unit shall, on the day following any absence for personal necessity or personal business, submit to the office a completed "Reason for Absence Form" with the words "Personal Necessity" or "Personal Business" marked.
 4. Members of the unit shall have one personal day during the school year to be used at the option of the employee without receiving prior permission and without the necessity of giving a reason for the absence. No such leave may be taken, however, on the working day before or after a holiday, a recess period, or weekend unless express permission is given by the Site Administrator. If the provisions of this paragraph are violated, the District may reduce the member of the unit's compensation accordingly, through automatic payroll deduction.
- P. Employees employed for less than full time shall be entitled to the provisions of this article on a pro-rata basis.

- Q. Association Leave – The President or designee of the Association shall be allowed twelve (12) working days per year to attend to CTA business. Ten (10) days of substitute time will be paid by KCETA and the District will pay two (2) days of substitute time. The President or designee shall give the district sufficient notice to enable the hiring of a substitute.

ARTICLE XIII ~ ASSIGNMENT, REASSIGNMENT AND TRANSFER

A. Definitions:

1. Assignment is the initial placement of a member of the unit in a specific location and department(s) in the District by the administration.
 - a. All members of the unit employed by the District are District employees and their initial assignment shall be determined by the Superintendent in accordance with the law.
 - b. Members of the unit shall be assigned based upon credential or as allowed under the Education Code.
2. Reassignment refers to the change of a member of the unit's current position within a school.
3. Transfer refers to the change of a member of the unit's position from one school to another school within the District.

B. The following applies to both Reassignment and Transfer.

1. Members of the unit shall be notified in writing of any change in their present teaching assignment for the following school year by the last working day of each school year.
2. Changes in teaching assignments shall occur after the above date only in the event that the member of the unit and the site administrator agree, or if the Association and the District mutually agree that an emergency situation (such as declining enrollment, population shift, consolidation...) exists.
3. Final notification shall be given no later than August 1st.

C. Preliminary Site Staffing:

1. By February 15th, the District shall distribute to all certificated staff a Preliminary Notice of Intent. The employee may use this notice to indicate his or her intent to return, to retire, change assignments, or move up on the salary schedule. Any certificated staff member who wishes to express his or her desire to change positions within the district must submit a completed Preliminary Notice of Intent to the District

Office by March 15th.

2. At a regularly scheduled staff meeting, between March 15th and March 31st, the site principal and the site staff as a whole shall discuss preliminary staffing information for the following year. The site principal shall determine reassignments and/or transfers for the following year. A site administrator shall notify a member of the unit who has submitted a Preliminary Notice of Intent that he or she is being considered for a position at the administrator's site. Factors for consideration for a reassignment and/or transfer include, members of the unit at the same site, and district-wide seniority. Required credentials and specialized training may also be considered, if applicable. The site principal shall notify all affected members of the unit once reassignments and/or transfers have been determined pursuant to this paragraph.
3. After the site administrator has finalized reassignments for the following year, any remaining open positions shall be posted in accordance with Section D of this article.
4. By April 15th, the District will distribute to all certificated staff members the Intent to Return letter. All certificated staff who intend to return the following year must submit the completed letter to the District Office by May 15th.

D. Types of Transfers or Reassignments:

1. Voluntary Transfer or Reassignment -- initiated by the member of the unit.
 - a. All requests for voluntary transfer or reassignment shall be considered on the basis of four (4) criteria: (1) the credentials to perform the required service(s); (2) district-wide seniority; (3) specialized training; and (4) the needs of the District.
 - b. A member of the unit may request a voluntary transfer or reassignment to take effect during the school year or at the beginning of the next school year. In the event the request is for a transfer to take effect during the school year, the request shall be made in writing and sent to the Superintendent. In the event the request is for a transfer the following school year, the request shall be provided on the Preliminary Notice of Intent form which the District shall make available in February of the school year.
 - 1) A specific request, based upon a posted vacancy, for a transfer or reassignment shall be made by the member of the unit within seven (7) calendar days from the first morning of the posting of the notice of vacancy.
 - 2) A general request for any vacancy that may occur or for a transfer or reassignment to take effect at the beginning of the next school year shall be made by the member of the unit no later than March 15th of each school year preceding the effective date.

- c. Two things may occur when a District employee requests a voluntary reassignment or transfer:
 - 1) The District may accept the reassignment or transfer request.
 - 2) The District employee's request may be held and placed with all other applications. The District shall interview the employee or make good faith efforts (such as telephone calls, a letter, certified return receipt letter...) to interview every District applicant, including reasonably accommodating a member of the unit's schedule to arrange an interview. The District shall document, in writing, its efforts to interview a member of the unit.
- d. If a voluntary transfer or reassignment request is denied, the member of the unit shall be given, in writing, the specific reasons for the, denial within ten (10) days of the decision.
- e. No member of the unit shall be overtly or indirectly pressured by the District to seek a voluntary transfer or reassignment.

2. Involuntary Transfer or Reassignment -- initiated by the District

- a. Transfers or reassignments shall be based exclusively on the specific legitimate, educationally-related needs of the District.
- b. No member of the unit shall be involuntarily transferred or reassigned if there is another member of the unit with less District-wide seniority who is credentialed to fill the vacancy unless that less senior member of the unit is needed to fill a subject area requirement (which the senior member of the unit cannot fill) at the middle school level. Such transfer may only be made if the District can demonstrate to the satisfaction of the Association that such a move is necessary and educationally sound.
- c. Members of the unit to be involuntarily transferred or reassigned shall have the right to indicate preferences from a list of vacancies and the District shall honor such requests on the basis of District-wide seniority and the required credentials.
- d. A member of the unit who is to be involuntarily transferred or reassigned shall be given in writing the specific educationally-related reasons for the impending transfer within ten (10) days of the decision.
- e. Said member of the unit shall not be involuntarily transferred or reassigned within consecutive years and the transfer or reassignment shall be within two (2) grade levels of current assignment except under emergency circumstances that the Association and the District agree are outside the District's control.

- f. An involuntary transfer or reassignment shall not result in the loss of compensation, seniority or any fringe benefits to a member of the unit.
- 3. Administrative Transfer or Reassignment -- initiated by the site administrator
 - a. Administrative transfers or reassignments shall be based on the evaluation as specified in Article VII, Member of the Unit's Evaluation.
 - b. This transfer or reassignment may be initiated if a member of the unit is recommended for further evaluation after receiving at least two (2) unsatisfactory formal observations/evaluations.
 - c. Any member of the unit to be administratively transferred or reassigned shall be given, in writing, the specific reason(s) for the transfer or reassignment within ten (10) days of the decision.
 - d. Said member of the unit shall not be administratively transferred or reassigned within consecutive years and the transfer or reassignment shall be within two (2) grade levels of current assignment.
 - e. Any transfer or reassignment initiated by the principal shall be within the member of the unit's credentialed area or allowable teaching subject under the Education Code.
 - f. Such transfers or reassignments shall not result in the loss of compensation, seniority or fringe benefits to the members of the unit.
- E. A member of the unit serving on special assignment may serve on assignment and retain return rights to their same teaching assignment for a maximum of three (3) school years (July 1 through June 30).
 - 1. During the first three years, the member of the unit on special assignment shall have return rights to their same teaching assignment (site, grade level) even if the location of the original teaching assignment has moved to another school site.
 - 2. A member of the unit who chooses to continue serving on a special assignment beyond three years will retain a position of employment in the District but not necessarily the teaching assignment that they vacated.
- F. Posting and Filling of Vacancies:
 - 1. Regular certificated members of the unit shall be given notification of vacancies within four (4) calendar days after the first of either Board action or administrative determination of the vacancy by the proper posting of such vacancy.
 - 2. Vacancies that occur between the first teaching day of each school year and 45 days

prior to the start of the first teaching day of the following school year shall be posted for at least seven (7) calendar days at all school offices.

3. Vacancies that occur between 45 days prior to the start of the first teaching day of school and the first teaching day shall be posted at all school offices. The seven (7) day limit shall be waived.
4. Each posting shall be clearly visible from the outside in all school offices. Postings shall also be placed in all school lounges when school is in session.
5. The District retains the discretion to have a long term substitute (not a member of the unit) or a temporary member of the unit (a member of the unit) fill the vacancy for the remainder of said year.
6. Each year all extracurricular assignments shall be reopened to applications from qualified personnel. Credentialed district personnel shall be considered before outside or non-district personnel; however, qualified people shall have primary consideration. Qualifications shall include previous experience and/or training in the job applied for.

ARTICLE XIV ~ SALARY

A. Classification and Units

1. Classification Requirements

- a. Class I - Bachelor's Degree
- b. Class II - Bachelor's Degree plus 30 semester units or Master's Degree
- c. Class III - Bachelor's Degree plus 45 semester units or Master's Degree plus 15 semester units
- d. Class IV - Bachelor's Degree plus 60 semester units or Master's Degree plus 30 semester units
- e. Class V - Bachelor's Degree plus 75 semester units or Master's Degree plus 45 semester units

B. Initial Step Placement

Effective for members of the unit hired during and after the 1989-90 school year, members of the unit shall be given credit, on a year-for-year basis, at the time of initial placement on the salary schedule for previous teaching experience, or other professional experience, but not to exceed ten (10) years. Teaching experience for salary schedule placement purposes shall include all experience in positions requiring certification qualifications.

C. Step and Classification Requirements

1. The advancement on the salary schedule shall be at the rate of one step for each year of teaching experience.

2. In order to obtain reclassification for a school year, college course work must be completed before the first day of instruction of the school year for which reclassification is to occur. An official transcript or official grade report must be filed in the District office before November 1st for reclassification to be retroactive to July 1 of that fiscal year. Reclassifications Submitted to the District after November 1, shall become effective the month following their receipt and approval.
3. An “Intention to Obtain Reclassification Status” form is available in the District office. Whenever possible, it should be filed with the District office by June 30th.

D. Academic Units

1. Quarter units shall be converted to semester units by multiplying the quarter units by $2/3^{\text{rds}}$.
2. Upper division or graduate units
 - a. Upper division or graduate units earned after the granting of a Bachelor’s Degree shall be accepted.
 - b. Upper division or graduate units earned prior to the granting of a Bachelor’s Degree shall be accepted under the following conditions:
 - 1) Such units are in courses which are part of a teaching credential program and
 - 2) Those units that are taken concurrently with the units required for a Bachelors Degree shall be granted if the college granting said units has issued a statement in writing that it considers these units to be post graduate units.
3. Not more than six (6) units of any conglomerate-type course shall be granted for salary hurdle credit (each 15 units).
 - a. A conglomerate-type course is one that deals with a variety of non-related topics.
 - b. The first three units for any conglomerate-type course shall be accepted if the following conditions are met by the members of the unit:
 - 1) Prior permission of the Superintendent is sought not less than one week before the course starts.
 - 2) The course deals with maximum of three (3) topics, two (2) of which deal with:

- (a) The member of the unit's major, minor or teaching area.
 - (b) The student's language needs, attitude, behavior or safety.
 - (c) First aid, drug education, language needs, special education, school safety, school law and psychology of education.
4. All credit for lower division college courses used for advancement on the salary schedule or for fulfillment of classification requirements:
- a. Must be applicable to the member of the unit's major, minor or teaching assignment
 - b. Must be requested in the form of a letter
 - c. Must have approval
 - 1) For members of the unit previously employed by the District, the approval must be granted by the Superintendent prior to enrollment in such courses.
 - 2) For members of the unit new to the District, lower division units toward a clear teaching credential shall be granted if approved by the Commission on Teacher Preparation and Licensing. Upon approval, pay shall be retroactive to the first working day.
 - d. Lower division courses, which have met the above requirements and are taken during the school year, shall be credited for advancement on the salary schedule the following school year.
5. The District shall provide each member of the unit, by November 1st of each school year, a statement of the number of units that the District has on file for them.

E. Continuing Education/Professional Units

- 1. Continuing Education/Professional units shall be accepted for advancement on the salary schedule.
- 2. Information provided on the transcript shall be the criterion for determining the credits for Continuing Education/Professional units. For institutions not stating semester or quarter credit, the following apply:
 - a. Ten (10) hours of coursework shall equal one (1) quarter unit.
 - b. Fifteen (15) hours of coursework shall equal one (1) semester unit.

- c. Quarter units shall be converted to semester units by multiplying the quarter units by $\frac{2}{3}$ rd.

F. Travel Credit

1. The District may grant up to six (6) units travel credit. All six (6) units may be acquired at any one time or extended over a longer period.
2. One (1) unit of credit may be granted for each two (2) weeks of travel within the United States, Canada, and Mexico.
3. One (1) unit of credit may be granted for each week of travel in countries outside the United States, Canada, and Mexico.
4. A petition for travel credit shall be made to the Superintendent not later than April 1st of any year. Upon return, the following items must be completed:
 - a. The member of the unit shall present to the Superintendent, by October 1st a written report of his lesson plans to be used in the classroom.
 - b. The member of the unit shall present to the Superintendent an outline of the supplementary unit for classroom study in the amount of 150 minutes for each unit granted. Said study units shall contain, but not be limited to, instructional materials gathered on the trip, historical data, geographical concepts, or applicable materials which are in addition to the normal course of study.
 - c. The Superintendent shall evaluate and approve or disapprove credit/s no later than November 1st.

G. Salary Schedule Provisions

1. The member of the unit's salary schedule shall show 5.660377% between each step and 5.660377% between each column.
2. The District shall provide yearly longevity increments of 1% of Column V, Step 13, beginning with the fourteenth (14th) step on the salary schedule or with the fourteenth (14th) year in the District.
3. Members of the unit who have obtained their CLAD certification will be paid on the "CLAD Salary Schedule" which is 1.5% above the regular salary schedule.
 - a. Any bargaining unit member who obtains a CLAD or equivalent shall present proof of CLAD to the District Office and shall be paid according to the CLAD salary schedule commencing with the next regular payroll.
 - b. For the purposed of this agreement, Speech Pathologists and Therapists shall be

deemed to have CLAD or equivalent.

4. Each member of the unit may elect to be paid on either a 10-month or a 12-month schedule. Such election shall be made in writing by September 15th and shall remain in effect for the remainder of the year. The option of a 10-month payment schedule is contingent on the policy and ability of the Monterey County Office of Education to pay on this schedule.
5. The member of the unit's annual salary divided by 181 days will represent the "daily rate of pay."
6. The daily rate of pay divided by six and one-half (6 1/2) shall represent the "hourly rate of pay."

H. Supplemental Salary Provisions

1. The counselor shall be paid his or her daily rate of pay for any extra days over and above the required number of days for any given school year that the District requires said person to serve.
2. BCLAD certificate holders will be paid a stipend of \$1,000 yearly, subject to available categorical funds which are identified by the district for language acquisition instructional methodology and/or cultural sensitivity training for members of the unit.
3. Any member of the unit who is authorized by the District to serve extra days over and above the required number of days for any given school calendar year shall be paid at their daily rate of pay.
4. All members of the unit who serve other than the required number of days, as set forth in the school calendar, shall receive salary which is not less than that which bears the same ratio to the established annual salary for their position as the number of days they serve bears to the number of working days required by the school calendar.

I. Extra-Curricular Compensation

1. Each year all extracurricular assignments shall be reopened to applications from qualified personnel. Credentialed district personnel shall be considered before outside or non-district personnel; however, qualified people shall have primary consideration. Qualifications shall include previous experience and/or training in the job applied for.
 - a. Member of the unit-in-charge *4% of Step 1, Column 1
**Member of the unit-in-charge shall be defined as a member of the unit who will handle emergency situations and will be responsible for the school site when the site administrator(s) is (are) not present on campus*
 - b. Basketball Coach (each team) **5% of Step 1, Column 1

- c. Volleyball Coach (each team) **4% of Step 1, Column 1
- d. Soccer Coach (each team) **4% of Step 1, Column 1
- e. Softball Coach (each team) **4% of Step 1, Column 1
***More than 5 years in position (does not need to be consecutive service) add ½%. More than 10 years in position (does not need to be consecutive services) add 1 %.*
- f. Flag Football Coach (each team).....3% of Step 1, Column 1
- g. Student Council Advisor.....3% of Step 1, Column 1
- h. Cheerleader Advisor1-1/2% of Step 1, Column 1
- i. Athletic Director4% of Step 1, Column 1
- j. Student/ASB Accounts2-1/2% of Step 1, Column 1
- k. Yearbook Advisor.....4% of Step 1, Column 1
- l. Child Study Team Leader.....4% of Step 1, Column 1
- m. Fund-Raising.....\$100 additional for each event
but not to exceed four (4) events yearly. Anyone is eligible to take an event. Funds from these events shall be used for Outdoor Education and graduation activities or any activity substituted and mutually agreed upon through the negotiation process.
- n. Site Lead Technology Member of the Unit 5% of Step 1, Column 1
- o. Outdoor Education.....\$300
- p. Peace Builders3% of Step 1, Column 1 (at each site)
- q. BTSA ***5% of Step 1, Column 1
****Subject to available categorical funding.*
- r. Track Coach.....2-1/2% of Step 1, Column 1
- s. Expanding Your Horizons Coordinator 1% of Step 1, Column 1
#Stipended positions will be paid based on Step 1, Column I of the employee’s salary schedule (CLAD or Non-CLAD).

- 2. The Honors Stipend for any member of the unit shall amount to a conversion of Step 1, Column 1 to an hourly amount based upon the length of the school day and the length of the school year for returning members of the unit. Preparation time shall be paid at the rate of one hour of preparation time for every three hours of student contact time.
- 3. In-district salary credit shall be granted for after-hours training such as the computer/lead member of the unit network, classes for which college credit is not offered, or other District approved endeavors. All such classes shall be pre-approved and monitored for attendance. Credit shall be at the rate of one semester unit for every seventeen (17) hours of participation outside the regular workday.
- 4. The District will negotiate with the Association prior to determining an amount of compensation to be paid for service on District committees and/or for unusual in-service activities.
 - a. The stipend of any member of the unit for Special Projects work shall amount to a conversion of Step 1, Column 1, to an hourly amount based upon the length of the school day and length of the school year for returning members of the unit.

Assignment of members of the unit to paid Special Projects work shall be on a voluntary basis.

5. Supplemental Tutorial Services: The District in its sole discretion may determine to provide supplementary tutorial services to students (i.e., beyond assistance normally provided by members of the unit). The District may decide, in its sole discretion, to provide any such supplementary tutorial services by utilizing unit members or outside resources, including a combination of both. If the District utilizes unit members for supplementary tutorial services, the stipend shall amount to a conversion of Step 1, column 1 to an hourly rate based upon the length of the school day and length of the school year for returning members of the unit. Unit members shall not, however, receive less compensation than outside resources if a combination thereof is utilized.

J. LONGEVITY

1. The District shall provide yearly longevity increments of 1% of Column V, Step 13, and beginning with the fourteenth (14th) step on the salary schedule or with the fourteenth (14th) year in the District.
2. Movement to Steps 16, 19, 22, 25, 28, 31, 34, and 37 shall be subject to the requirements of paragraph 3 below.....
3. The requirement of three (3) semester units may be obtained by completing any of the following singly or in combination. The following are to be completed outside of the regular school day. Seventeen (17) hours of effort shall constitute one semester unit for Sections b, c, d, and e below.
 - a. College Units
 - 1) Units to be accrued between longevity steps. (e.g.: Units for Step 16 shall be taken after the first school day of the 13th year and shall be completed before the first school day of the 16th year in order to receive the longevity increment for Step 16.)
 - 2) Courses in the member of the unit's major, minor or teaching areas are accepted.
 - 3) Courses dealing with students' language needs, attitude, behavior or safety are accepted.
 - 4) Courses in an advanced degree program are accepted.
 - b. All publications related to the member of the unit's teaching assignment shall have prior approval by the Superintendent. Up to two (2) semester units may be granted. The member of the unit shall retain all residual rights.

- c. Board approved District curriculum writing and/or program development shall be under the direction of the Superintendent and shall be accepted for up to two (2) semester units.
- d. A member of the unit may submit for approval, a self-directed study plan to the Board (through the Superintendent) and be granted up to two (2) semester units.
- e. Board approved travel shall be accepted for one (1) semester unit during each increment period.
 - 1) The travel shall be taken within one summer before the sixteenth year and within two summers before subsequent increments.
 - 2) No credit shall be given for repeated trips.
 - 3) A written petition shall be made to the Superintendent no later than April 1st of any year.
 - 4) Upon return, the member of the unit shall present to the Superintendent, by October 1st a written report of his travel plan, stating the benefits to the classroom in an outlined lesson plan format.
 - 5) The Superintendent shall evaluate the work and approve or disapprove the credit no later than November 1st.
- f. A member of the unit who completes 40 hours of district-provided in-service training shall be granted three (3) semester units toward the current and/or following longevity step.

- K. Not later than November 15th, the District shall furnish the Association with the placement of personnel on the respective salary schedule as of November 5th.
- L. Upon appropriate written authorization from the member of the unit, the District shall deduct from the salary of any member of the unit and make appropriate remittance for annuities, credit unions, savings bonds or any other plans or programs jointly approved by the Association and the District.
- M. Any part-time member of the unit working less than seventy-five (75%) percent of the school year will advance a step on the salary schedule every two years. Said member of the unit shall receive any negotiated raise at the same time as other unit members.
- N.

ARTICLE XV ~ FRINGE BENEFITS

- A. For the 2008/09 school year the District will fund health benefits for each employee up to the 2006/07 cost of MCSIG Option III (Plan C) family medical coverage, plus employee

only dental coverage and employee only vision coverage (This amounts to a District contribution of \$13,423.44 annually.) [Note: The difference between the District contribution and the employee contribution is deducted over 10 months.] There will be no cash back option for any employee.

- B. If there is any negotiated increase to the District's contribution to the fringe benefits, in addition to any other compensation improvements, it shall be recognized by the parties as part of the total compensation package.
- C. Employees required to travel outside the King City area to obtain a second surgical opinion shall be given one (1) day of unchargeable paid leave.
- D. Members of the unit may select any health and welfare plans offered through MCSIG, subject to the requirements of the carrier. Each member of the unit shall be responsible for payment, by payroll deduction, of premium costs beyond those funded by the District
- E. The District shall conduct a census of all eligible employees to verify family status annually. It is the employee's responsibility to notify the District immediately upon a change in family status. If an employee receives payment or benefits beyond that to which their current family status entitles them, the employee shall be responsible for repayment of those funds to the District by payroll deduction.
- F. The District may consult with the Association as to the change in a plan and/or carrier on any of the current insurance plans paid by the District.
- G. Members of the unit hired on a part-time basis less than seventy-five (75%) percent of the work year, shall receive benefits proportioned to the percentage of employment. Members of the unit hired for seventy-five (75%) percent or more of the work year shall receive full benefits.
- H. Duration of Benefits
 - 1. The benefits provided in this Article shall remain in effect during the term of this Agreement.
 - 2. Should a member of the unit's employment terminate during the school year, he shall be entitled to continue coverage under the life, health, dental care, and vision plans for the period provided by law, provided continued coverage is within the scope of the insurance plan. Such individual shall pay the premium for the continued coverage on a month-to-month basis.
 - 3. Should a member of the unit's employment terminate following the last day of the school year, such member of the unit shall be entitled to continued coverage under the health, dental care and vision care plans until August 31st at District expense and thereafter as allowed by the law at the individual's expense.

- I. The parties agree to allow member of the units employed prior to April 1, 1986, to elect to be covered by social security for the purposes of qualifying for Medicare coverage upon retirement, pursuant to the provisions of the Government Code section 22156. The time of such election, and manner of collecting retroactive employee contributions, if any, shall be by mutual agreement between the parties. In any event the affected employees and the District shall be responsible for their respective contributions upon implementation of this section.
- J. The parties agree this article will extend to include domestic partner coverage, utilizing the eligibility guidelines as prescribed by MCSIG and the State of California

ARTICLE XVI ~ NO STRIKE, NO LOCKOUT

- A. The King City Union Elementary Teachers Association CTA/NEA and the Board agree that the difference between the parties hereto shall be settled through the process of negotiations and the terms and conditions of this Agreement.
- B. During the term of this Agreement, the Association, in consideration of the terms and conditions of this Agreement, shall not engage in, instigate, or condone any concerted strike or work stoppage.
- C. The Association shall undertake to exert its best efforts to discourage any such acts by any members of the unit in the bargaining unit.
- D. Any Association member engaging in said concerted strike or work stoppage shall continue to receive all fringe benefits but the burden of payment shall be borne by the member of the unit on a per diem basis and through payroll deduction. The burden of proof that a concerted strike or work stoppage exists, rests with the District.
- E. During the term of this agreement, the Board, in consideration of the terms and conditions of this Agreement, shall not authorize or permit any lockout of King City Union Elementary Teachers Association members.

ARTICLE XVII ~ EARLY RETIREMENT PROGRAM

- A. Definition – The early retirement program is defined as an option for the certificated employees to retire from the King City Union School District prior to age sixty-five (65).
- B. Eligibility
 - 1. Participation in the program is limited to those persons who are between the ages of fifty-five (55) and sixty-five (65). Members in the program who reach the age of sixty-five (65) during the school year may continue through the year.

2. All currently employed certificated employees with fifteen (15) years of credited service with the District and who are fifty-five (55) years of age or older by July 1st of any year shall be eligible for the early retirement program beginning with the following school year.

C. Application

1. Application for participation in the early retirement program shall be submitted to the immediate supervisor by April 1st.
2. The employee shall be notified of his/her acceptance into the program by May 1st.

D. Conditions

1. Services – The services performed by employees in this program may be services of a consultative or specialty nature or as a substitute for up to twenty (20) days at the District's discretion or thirty (30) days by mutual consent between the retiree and the District.
2. Compensation – The District shall agree to compensate early retirees at a daily rate of \$120.00 for a maximum of thirty (30) days per year, not to exceed five (5) consecutive years.
3. The employee shall receive fringe benefits in the same manner as a full-time employee. These fringe benefits shall extend from the commencement of the retirement up to and including the year in which the employee reaches age sixty-five (65). This coverage may extend a maximum of ten (10) years.
4. The early retiree shall be considered an employee of the District and paid in accordance with payroll procedures.
5. Contract – Each participant shall sign a contract each year with the District, which shall specify the number of days of service per year and the compensation to be received as well as the services to be rendered.
6. Upon acceptance into the early retirement program, the employee shall resign from his or her full-time position.
7. The workday for an early retiree shall be six (6) hours and thirty (30) minutes.

ARTICLE XVIII ~ PART-TIME EMPLOYMENT WITH FULL-TIME RETIREMENT CREDIT

- A. Members of the unit may reduce their workload from full-time to part-time and maintain full-time status for retirement purposes if they meet the following requirements:

1. Reach the age of fifty-five (55) prior to the reduction in work load and are not older than sixty-five (65). A member in the program who reaches the age of sixty-five (65) during the school year may continue through that year.
 2. Be employed in a certificated position in the District for at least ten (10) years, of which the seven (7) years immediately preceding participation in this program consisted of full-time employment.
- B. Individual participation in the program is limited to a period of five (5) years.
- C. The minimum part-time employment shall be the equivalent of one-half of the number of days of service required by the employee's contract of employment during his or her final year of service in a full-time position.
- D. The option of part-time employment shall be exercised at the request of the employee and can be revoked only with the mutual consent of the employer and the employee. Application forms shall be submitted to the District office by April 1st.
- E. The agreement or contract for part-time service shall be executed by the member of the unit and the District, in writing, prior to the period of reduced service, at the beginning of the school year or before the beginning of the second half of the school year. The Board or its designee shall determine assignments and schedules for the part-time employment.
- F. The member of the unit's part-time salary shall be the pro-rata portion of the employee's salary had he or she remained a full-time employee. Members of the unit participating shall advance on the salary schedule in the same manner as full-time employees.
- G. The employee shall receive District paid fringe benefits according to his or her pro-rata share.
- H. Participating employees and the District shall contribute to STRS as if the employees were full-time.
- I. At the end of the five (5) year period or age sixty-five (65), whichever occurs first, the following options shall be available to the participant:
1. Resign or retire.
 2. Request to continue part-time. If granted, the District is released from its obligation to contribute to the retirement on a full-time basis.
 3. Request to return to full-time. Such request shall be in writing and filed with the District office no later than April 1st.
 4. The Board shall have the sole discretion to grant or deny any request for return to service.

ARTICLE XIX ~ JOB SHARING

- A. Job sharing is a plan whereby two certificated members of the unit of the District share the full teaching responsibilities for one identifiable full-time position.
- B. Before the job sharing plan can be implemented there must be mutual agreement among the two members of the unit, the site administrator, the Superintendent, and the Board.
- C. Any approved participant in the job sharing plan shall become a part-time member of the unit in the District.
- D. Any certificated member of the unit participating in a job sharing plan who works less than seventy-five percent (75%) of the school year shall advance one step on the salary schedule every two years. Said member of the unit shall receive any negotiated raise at the same time as other unit members.
- E. One fringe benefit package shall be paid for one shared position. Members of the unit shall determine how the benefit is to be equitably shared. Each member of the unit may have the option of purchasing a full benefit.
- F. Salaries and retirement contributions of the participants shall be paid on a basis which is proportional to full-time service.
- G. Requirements to attend faculty meetings shall be at the discretion of the site administrator.
- H. Each job sharing participant shall be evaluated according to the evaluation procedures stated in the article in this Agreement dealing with member of the unit evaluation.
- I. Requests for job sharing plans, including renewals, shall be submitted, in writing, to the site administrator prior to April 1st and action shall be taken by the Board prior to May 20th.
- J. Each job sharing plan shall be evaluated by the District annually and the Board, in its sole discretion, may determine to continue or eliminate any job sharing plan by May 20th.
- K. Revision or termination of a job sharing plan shall not modify or affect any vested employee rights acquired prior to or during participation in the program except that a member of the unit withdrawing from a job sharing plan, or displaced if the plan is terminated by the Board, shall be reassigned to a regular full-time position, if available.
- L. If one of the members of the unit in the job sharing plan resigns, retires, dies, goes on leave or returns to full-time employment, the remaining member of the unit shall have the option of recruiting a partner or taking the position full-time.
- M. All other benefits pertaining to unit members not expressly modified within this Article shall be retained under the terms of this Agreement and shall be made available to unit members participating in job sharing plans.

ARTICLE XX ~ MANAGEMENT RIGHTS

- A. The Board on its own behalf and on behalf of the electors of the District, hereby retains and reserves to itself, without limitations, except as provided by this Agreement, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by laws and constitutions of the United States and the State of California, including but without limiting the generality of the foregoing, the rights:
1. To determine and administer policy subject to terms of this Agreement.
 2. Subject to the provisions of the law and this Agreement, to hire all employees, to determine their qualifications and the conditions for their continued employment, or their dismissal, demotion or promotion.
 3. To delegate to the Superintendent and other legally appointed officers, the operation of the schools, the executive management and administrative control of the school system, its properties and facilities, including but not limited to, innovative and experimental exploration in the field of education, and experimental and pilot investigation of new educational programs subject to terms of this Agreement.
- B. The exercise of the foregoing powers, rights authority, duties and responsibilities by the Board, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the terms of this Agreement.
- C. It is understood and agreed that wherever the Board exercises its discretion or is given authority to exercise its discretion in this Agreement, such discretion of authority to exercise discretion shall be limited only by the terms of this Agreement.

ARTICLE XXI ~ SAVINGS

- A. If any provision of this Agreement or any application thereof to any member of the unit is held by a court of competent jurisdiction contrary to law, then such provision or application will be deemed invalid, to the extent required by such court decision, but all other provisions or applications shall continue in full force and effect.

ARTICLE XXII ~ DECLINING OF EMPLOYMENT

A unit member who fails to notify the District, in writing, by May 15 of each school year of his or her intent to remain in the service of the District may be deemed to have declined employment for the following school year and his or her services as an employee of the District may be terminated on June 30 of the current school year.

ARTICLE XXIII ~ PEER ASSISTANCE AND REVIEW PROGRAM

The King City Elementary Teachers Association and the King City Union School District desire to establish and maintain a program, as permitted by law, to provide assistance to permanent members of the unit employed by the district who are in need of or desire peer support in subject matter knowledge or teaching methods which are addressed in the California Standards for the Teaching Profession. This program shall be entitled the Peer Assistance and Review program (PAR).

A. Peer Assistance and Review Panel (PAR Panel):

1. Definition and Composition:

- a. The PAR Panel shall govern the Peer Assistance and Review Program. The PAR panel shall be composed of seven (7) members, four (4) of whom shall be KCETA members and three (3) shall be district members. Members shall have no less than five (5) years teaching experience.
- b. KCETA members shall be selected by the Association and shall have at least one member from each school site whenever possible.

2. Responsibilities of the PAR panel:

- a. The PAR panel shall select its own chairperson.
- b. The PAR panel shall determine the need for training for the PAR panel itself, as well as the consulting teacher/specialist and/or participating member of the unit and shall arrange to provide appropriate trainings.
- c. The PAR panel shall develop a budget for the program subject to Board approval.
- d. The PAR panel shall establish rules and procedures for the PAR panel for the following:
 - 1) The selection of Consulting Teachers/Specialists, Participating Member of the unit and possibly Mentor Teachers;
 - 2) Any rules and procedures not otherwise specified in this article (i.e. application procedures and forms, review procedures, rubrics, evaluation of Consulting Teachers/Specialists and other items determined appropriate by the PAR panel);
 - 3) Determining the number of Consulting Teachers/Specialists needed;

- 4) Determining eligibility of the Consulting Teachers/Specialists and/or the Participating Members of the unit for the program.
- e. The PAR Panel shall select the Consulting Teachers/Specialists and Voluntary Participating Members of the unit subject to Board approval.
- f. The PAR Panel shall recommend to the Personnel office for written notification of the following:
 - 1) The need for Consulting Teachers/Specialists, program availability for voluntary participants, and application procedures to all certificated employees;
 - 2) Notification to the Participating Member of the unit, the Consulting Teacher/Specialist and the site administrator of participation in the PAR program;
 - 3) A list of Consulting Teachers/Specialists to be distributed to Participating Members of the unit and administrators.
- g. The PAR Panel shall review the effectiveness and the documentation of the Consulting Teachers/Specialists annually.
- h. The PAR Panel shall evaluate the PAR Program and its effectiveness annually.
- i. The PAR panel shall develop and adopt forms to be used such as: Consulting Teacher logs, rubrics, Participating Members of the unit goals, Consulting Teacher/Specialist reports, assistance plan, final report and other forms determined appropriate by the PAR panel.
- j. The PAR Panel shall meet at least three (3) times during the school year to review the work of the Consulting Teachers/Specialists and their caseloads (see VI).
- k. The PAR Panel shall review the final report of the Consulting Teacher/Specialist and make recommendations to the Board regarding the Referred Participating Member of the unit's progress in the PAR Program.
3. The PAR Panel shall make decisions by consensus whenever possible. Should a vote be required, action must be taken on an affirmative vote of at least four (4) members.
4. A Panel member shall neither participate in discussion nor vote on any other matter in which he/she has a professional or personal conflict of interest.
5. All proceedings and materials related to evaluations of Participating Members of the

unit are personnel matters and shall be confidential.

6. PAR Panel Compensation: PAR Panel members, excluding the Superintendent, shall earn a stipend of \$1,000 for fully participating in PAR activities during the 2000-2001 school year. For the second year and each year thereafter, the stipend shall be \$500. Additionally, individuals who participate in and successfully complete PAR panel training shall receive a one-time \$500 stipend.
7. Generally the PAR Panel shall meet within the Panel Members' workday; however, work after the contracted workday shall be compensated at the members' pro rata hourly pay.
8. A description of the PAR Program will be disseminated to all certificated personnel by the Personnel office.
9. Liability: The District shall hold harmless the members of the PAR Panel and the Consulting Teachers/Specialists for any liability arising out of their participation in this program as provided in Education Code Section 44503 (c).

B. Consulting Teacher/Specialist

1. Definition: A Consulting Teacher//Specialist is a member of the unit who provides assistance to a Participating Member of the unit pursuant to the PAR Program.
2. Selection: The PAR Panel shall appoint Consulting Teachers/Specialists by majority vote.
 - a. Qualifications: Consulting Teachers/Specialists shall have the following minimum qualifications:
 - 1) Be a permanent credentialed classroom member of the unit with at least five (5) years of teaching experience and three (3) consecutive years as a certificated employee in the District.
 - 2) Have demonstrated exemplary teaching ability as indicated by, among other things, effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.
 - b. Application: District members of the unit may apply for a consulting teaching position on an application form prepared by the Panel. The applying member of the unit shall submit two (2) letters of reference from members of the unit who are familiar with their teaching. In addition, his/her principal or supervisor shall participate in a confidential in-depth assessment of the applicant. Based on the review of the application, the reference letters, and the principal's assessment, the panel shall select candidates for an interview.

- c. Interview Process: The full panel shall interview each Consulting Teacher/Specialist candidate. Part of the interview shall include the observation of each candidate at least once by at least two Panel Members.
 - d. Term: The term of a Consulting Teacher/Specialist shall be three (3) years, and a member of the unit may not serve a Consulting Teacher/Specialist for more than one (1) consecutive term.
 - e. Compensation: Consulting Teachers/Specialists shall receive an annual stipend in the amount of \$2,000 for each Participating Member of the unit served, or a prorated amount of the \$2,000 if less than a full year is served. In addition, the Consulting Teacher/Specialist will receive a one-time stipend of \$500 for completing training related to Consulting Teacher/Specialist responsibilities.
3. Duties of the Consulting Teacher/Specialist:
- a. As soon as practicable after referral to the program, the Participating Member of the unit will be assigned a Consulting Teacher/Specialist. The Consulting Teacher/Specialist will then arrange a meeting, to be attended by the Consulting Teacher/Specialist, the evaluator of the Participating Member of the unit, and the Participating Member of the unit. The Participating Member of the unit's performance will be discussed as well as recommendations for improvement. Based on these discussions, the Consultant will prepare an Assistance Plan which will list clearly stated written goals and objectives for improvement, which are aligned with pupil learning goals, and are consistent with the California Standards for the Teaching Profession. The PAR Panel will review and approve said plan, and provide such modifications to the plan as necessary.
 - b. Assistance provided by the Consulting Teacher/Specialist shall focus on specific goals set forth in the Assistance Plan. Assistance and remedial efforts and activities shall be intense and multi-faceted. The Consulting Teacher/Specialist and the evaluator shall communicate and consult on an on-going basis. The Consulting Teacher/Specialist shall perform multiple observations of the Participating Member of the unit during classroom instruction. In addition, any or all of the following forms of assistance may be provided as recommended by the Consulting Teacher/Specialist:
 - 1) Periodic meetings with the Participating Member of the unit;
 - 2) Review of logs and timelines maintained by the Consulting Teacher/Specialists;
 - 3) Release time for observation of exemplary members of the unit;
 - 4) Workshop attendance, often in the company of the Consulting

Teacher/Specialist to facilitate reflection on how this experience fits into the Assistance plan; and

5) Other forms of assistance, which the Consulting Teacher/Specialist and/or the PAR Panel may provide.

- c. Thereafter, the Consulting Teacher/Specialist shall prepare progress reports for presentation to the PAR Panel's regularly scheduled meeting. The Consulting Teacher/Specialist shall share the report with the Participating Member of the unit prior to submission to the PAR panel. The Consulting Teacher/Specialist shall appear before the PAR panel to discuss the progress of the Participating Member of the unit. The principal/evaluator of the Participating Member of the unit may also be called upon to provide an assessment. The written Progress Reports shall be on forms approved by the PAR Panel and shall include an assessment as to whether the Participating Member of the unit is making satisfactory progress and whether continued assistance is necessary.
- d. For Participating Members of the unit who have been referred involuntarily, the Consulting Teacher/Specialist shall prepare a Final Report, which will detail the progress and the current skill level of the Participating Member of the unit. The Final Report shall address any evaluations given by the Evaluator to the Participating Member of the unit while the Participating Member of the unit is in the program. All Progress Reports and the Final Report shall be placed in the personnel file of the Participating Member of the unit. The Participating Member of the unit shall have the right of reply to all Progress Reports as well as the Final Report and such response shall be appended to the report. The Final Report may be used by the District in any personnel decisions or proceedings regarding the Participating Member of the unit.

C. Participating Member of the unit

- 1. Definition: A Participating Member of the unit is a member of the unit who has permanent status and who is assigned to the PAR Program to receive assistance to improve his/her instructional skills, classroom management, knowledge of subject, and/or related aspects of his/her teaching performance as a result of an unsatisfactory final evaluation. A Volunteer Participating Member of the unit is a member of the unit with permanent status who volunteers to participate in the PAR Program.
- 2. Members of the unit may be referred to the PAR program in one of two ways:
 - a. By receiving an unsatisfactory final evaluation; and
 - b. By voluntary self-referral.
- 3. Shall not be eligible for voluntary transfer during participation in the PAR Program unless the Participating Member of the unit had been involuntarily transferred to the

position in which the unsatisfactory evaluation was received. In such a case, the Participating Member of the unit shall be eligible to transfer voluntarily subject to the provisions of Article XIII of this agreement.

4. May select his/her Consulting Teacher/Specialist from the list of Consulting Teachers/Specialists provided by the PAR panel.
5. May request that the PAR panel assign a different Consulting Teacher/Specialist one time only. The PAR Panel shall evaluate the request and, if appropriate, assign a new Consulting Teacher/Specialist.

D. Volunteer Participating Member of the Unit:

1. Shall participate for Peer Assistance only. All communication between the Consulting Teacher/Specialist and the Volunteer Participating Member of the unit shall be confidential and shall be shared with others only with the written consent of the Volunteer Participating Member of the unit.

E. It is anticipated that a Participating Member of the unit will stay in the PAR program no more than twelve (12) months. However, Participating Members of the unit may, under special circumstances, remain in the program for a total of eighteen (18) months, upon majority vote of the panel.

F. All Participating Members of the unit have the right to be represented throughout these proceedings by an Association representative of his/her choice.

G. This article shall not be subject to the grievance procedure; however the Participating Member of the unit may file responses that shall become part of the official record of the intervention.

APPENDIX A ~ CALENDAR AND TEACHING HOURS

The current calendar is attached.

The current instructional minute's worksheet is attached.

APPENDIX B ~ SALARY SCHEDULE

The current salary schedules are attached.

King City Union School District

2005-06 Certificated Salary Schedule

Step	Column I BA	***	Column II BA+30 or Masters	***	Column III BA+45 or MA+15	***	Column IV BA+60 or MA+30	Column V BA+75 or MA+45
1	32,450	34,000	34,287	34,000	36,124		37,961	39,797
2	34,287	34,000	36,124		37,961		39,797	41,634
3	36,124		37,961		39,797		41,634	43,471
4	37,961		39,797		41,634		43,471	45,308
5	39,797		41,634		43,471		45,308	47,145
6	41,634		43,471		45,308		47,145	48,981
7	43,471		45,308		47,145		48,981	50,818
8			47,145		48,981		50,818	52,655
9			48,981		50,818		52,655	54,492
10			50,818		52,655		54,492	56,329
11					54,492		56,329	58,165
12							58,165	60,002
13								61,839
Longevity - Year		14						62,457
Longevity - Year		15						63,076
Longevity - Year		16						63,694
Longevity - Year		17						64,313
Longevity - Year		18						64,931
Longevity - Year		19						65,549
Longevity - Year		20						66,168
Longevity - Year		21						66,786
Longevity - Year		22						67,405
Longevity - Year		23						68,023
Longevity - Year		24						68,641
Longevity - Year		25						69,260
Longevity - Year		26						69,878
Longevity - Year		27						70,496
Longevity - Year		28						71,115
Longevity - Year		29						71,733
Longevity - Year		30						72,352
Longevity - Year		31						72,970
Longevity - Year		32						73,588
Longevity - Year		33						74,207
Longevity - Year		34						74,825
Longevity - Year		35						75,444
Longevity - Year		36						76,062
Longevity - Year		37						76,680

Schedule intervals are 5.66% of step 1 column 1
 *** California Preliminary or Clear Credential holder
 or qualified application on file.

2% salary increase Step 1 Column 1

Bd. Approved 51706

Kmg (,;ity Union School District

2006-07 Certificated Salary Schedule w/CLAD or Equivalent

Step	Column I BA	Column II BA+30 or Masters	Column III BA+45 or MA+15	Column IV BA+60 or MA+30	Column V BA+75 or MA+45
1	34,825	36,797	~	40,739	42,710
2	36,797	38,768	407	42,710	44,682
3	38,768	40,739	42,710	44,682	46,653
4	40,739	42,710	44,682	46,653	48,624
5	42,710	44,682	46,653	48,624	50,595
6	44,682	46,653	48,624	50,595	52,567
7	46,653	48,624	50,595	52,567	54,538
8		50,595	52,567	54,538	56,509
9		52,567	54,538	56,509	58,480
10		54,538	56,509	58,480	60,452
11			58,480	60,452	62,423
12				62,423	64,394
13					66,365
Longevity - Year		14			67,029
Longevity - Year		15			67,693
Longevity - Year		16			68,356
Longevity - Year		17			69,020
Longevity - Year		18			69,684
Longevity - Year		19			70,347
Longevity - Year		20			71,011
Longevity - Year		21			71,675
Longevity - Year		22			72,338
Longevity - Year		23			73,002
Longevity - Year		24			73,666
Longevity - Year		25			74,329
Longevity - Year		26			74,993
Longevity - Year		27			75,657
Longevity - Year		28			76,320
Longevity - Year		29			76,984
Longevity - Year		30			77,648
Longevity - Year		31			78,311
Longevity - Year		32			78,975
Longevity - Year		33			79,639
Longevity - Year		34			80,302
Longevity - Year		35			80,966
Longevity - Year		36			81,629
Longevity - Year		37			82,293

Schedule intervals are 5.66% of step 1 column 1

5/16/2007 Bd. Approved

3% salary increase Step 1 Column 1

2006-07 Certificated Salary Schedule w/o CLAD or Equivalent

Step	Column I SA	Column II SA+30 or Masters	Column BA+45 or MA+15	Column IV BA+60 or MA+30	Column V BA+75 or MA+45
1	34,311	36,253	38,195	40,137	42,079
2	36,253	38,195	40,137	42,079	44,021
3	38,195	40,137	42,079	44,021	45,963
4	40,137	42,079	44,021	45,963	47,906
5	42,079	44,021	45,963	47,906	49,848
6	44,021	45,963	47,906	49,848	51,790
7	45,963	47,906	49,848	51,790	53,732
8		49,848	51,790	53,732	55,674
9		51,790	53,732	55,674	57,616
10		53,732	55,674	57,616	59,558
11			57,616	59,558	61,500
12				61,500	63,443
13					65,385
Longevity - Year		14			66,039
Longevity - Year		15			66,692
Longevity - Year		16			67,346
~pngevity - Year		17			68,000
Longevity - Year		18			68,654
Longevity - Year		19			69,308
Longevity - Year		20			69,962
Longevity - Year		21			70,615
Longevity - Year		22			71,269
Longevity - Year		23			71,923
Longevity - Year		24			72,577
Longevity - Year		25			73,231
Longevity - Year		26			73,885
Longevity - Year		27			74,539
Longevity - Year		28			75,192
Longevity - Year		29			75,846
Longevity - Year		30			76,500
Longevity - Year		31			77,154
Longevity - Year		32			77,808
Longevity - Year		33			78,462
Longevity - Year		34			79,115
Longevity - Year		35			79,769
Longevity - Year		36			80,423
Longevity - Year		37			81,077

Schedule intervals are 5.66% of step 1 column 1

5/16/2007 Bd. Approved

3% salary increase Step 1 Column 1

APPENDIX C ~ GRIEVANCE FORM

The grievance form is attached.

King City Elementary Teachers' Association

GRIEVANCE FORM

This form is to be used when K.C.E.T.A. feels that the contract has been violated by the District or site administrators. This form should be turned in to your site faculty representative. All grievances will be carried by the Association on behalf of its members. The Professional Relations Committee will carry the grievance once it has been received from the faculty representative. Please read the contract section on Grievance to make sure the grievance is handled correctly (Article V).

Name: _____

School: _____ Room/Track: _____

Article Violated: _____ Section: _____ Topic: _____

Please cite how this article has been violated. Please use specific names dates and other information. If more space is needed, please continue on the back of this sheet or another sheet of paper.

What action has been taken already? (i.e., met with site administrator, talked to the faculty rep., etc.) What was the result?

How should this violation be resolved?

APPENDIX D ~ MEMBER OF THE UNIT EVALUATION FORMS

The current observation and final evaluation forms are attached.

King City Union School District
TEACHER OBSERVATION FORM

Teacher: _____

Date of Observation: _____

School: _____

Time/Period of Observation: _____

Grade/Subject: _____

EVIDENCE OF STANDARDS (During Observation)

Please Check One:

- All other observation notes are attached. Number of pages attached _____.
- No additional observation notes have been taken.

Signatures: Administrator _____ Teacher _____

Observation was Satisfactory Unsatisfactory

CALIFORNIA STANDARDS FOR THE TEACHING PROFESSION

Engaging and Supporting All Students in Learning

- _ Connecting prior knowledge, life experience, and interests
- _ Using a variety of instructional strategies and resources
- _ Facilitating learning experiences-autonomy/interaction/choice
- _ Engaging students in problem solving, critical thinking & skills
- _ Promoting self-directed, reflective learning for all students

Creating and Maintaining an Effective Environment for All

- _ Creating a physical environment
- _ Establishing a climate of fairness and respect
- _ Promoting social development and responsibility
- _ Establishing and maintaining standards for student behavior
- _ Planning and implementing procedures and routines
- _ Using instructional time effectively

Understanding & Organizing Subject matter/Knowledge

- _ Demonstrating knowledge of subject matter content
- _ Organizing curriculum to support student understanding Interrelating ideas and information
- _ Developing student understanding-instructional strategies
- _ Using materials, resources, and technologies

Planning Instruction and Designing Learning Experiences for All

- _ Drawing on students' background, interests & developmental learning needs
- _ Establishing/Articulating goals for student learning
- _ Developing and sequencing instructional activities and materials
- _ Designing short-term and long-term plans
- _ Modifying instructional plans for students needs

Assessing Student Learning

- _ Establishing/Communicating learning goals for all students
- _ Collecting/Using multiple sources of information to assess
- _ Involving & guiding students assessing their own learning
- _ Using the results of assessments to guide instruction
- _ Communicating with students/families/others about student progress

Developing as a Professional Educator

- _ Reflecting on teaching practices and planning professional development
- _ Establishing goals and pursuing opportunities for growth
- _ Working with communities to improve professional practice
- _ Working with families to improve professional practice
- _ Balancing professional responsibilities/maintaining motivation

KING CITY
UNION SCHOOL
DISTRICT

415 Pearl Street,
King City, CA 93930
408-385-1144

Final Evaluation Form

Date: _____

Teacher: _____

School/Grade: _____

Evaluator: _____

Areas For Comment: Student Progress/Response; Instructional Techniques & Strategies; Learning Environment;
Curricular Objectives; Professional and Non-Instructional Responsibilities

- Meets/Exceeds District Expectations
 - Needs Improvement *
 - Unsatisfactory *
- * Requires description and supportive documentation

Evaluator's Signature: _____

Date: _____

Teacher's Signature: _____

Date: _____

(Signature shows receipt. Teacher may attach response. CTA Contract Art VII,II,G)

APPENDIX E ~ TABLE OF DATES

Date	Event	Responsible	Contract Provision
No later than August 1st.	Transfer: Final notification.	District Administrator	XIII, A, 3, d
Between June 1st and September 15th of any year	Period for revoking membership dues deduction.	Member	IV, B, 3
By September 15th	10 month or 12 month payroll election.	Members of the unit	XIV, M
No later than 40 days of the date of hire	Evaluation of temporary member of the unit contracted for less than 75% of the school year.	Site Administrator	VII, C, 2
First 11 weeks of school	Student enrollment exceeds the state max.; additional aides shall be employed to relieve the situation. If enrollment drops below optimum, additional help will be withdrawn.	District Administrator	X, B
Before November 1	Submission of units for retroactive salary credit	Members of the unit	XIV, C, 2
November 1	Provide number of units on file to members of the unit	District Administrator	XIV, D, 5
November 15	Provide step and column list to Association	District Administrator	XIV, K
Friday following Thanksgiving recess	Class size: Provision X, C steps 1 – 4.	District Administrator	X, C, 5
Monday after Thanksgiving recess	Class Size: If number of children in that given grade level exceeds the max. grade level to an average of 26. Steps 1-8 shall be taken. Otherwise, the District shall temporarily employ additional help.	District Administrator	X, C
No later than January 1st	Classroom not available, classroom type facility shall be provided.	District Administrator	X, C, 4
No later than December 8th	Observation for second year probationary member of the unit.	Site Administrator	VII, C, 1
By February 15th	Distribute Preliminary Notice of Intent.	District Administrator	XIII, B, 1
Available in February by the District	Voluntary Transfer or Reassignment for the following school year.	Members of the unit	VIII, C, 1, b
No later than February 1 st or 40 working days of the date hire. Final evaluation filed in the District Office no later than March 1 st	Evaluation of temporary member of the unit contracted for service 75% or more of the school year. Additional observations may be made at any time during the school year.	Site Administrator	VII, C, 2
By March 1 st	Final Evaluations to District Office for probationary and temporary members of the unit	Administrators	VII, C, 1-2-3
No later than March 15th	Jointly prepare bargaining proposals for Sunshine.	KCETA & KCUSD	III, A
By March 15 th	Must submit Preliminary Notice of Intent for a desire to change positions.	Members of the unit	XIII, B, 1
Between March 15 th and March 31 st	Preliminary Staffing Information for the following year.	Site Principal	XIII, B, 2
No later than March 15th	Request for transfer, or reassignment for the following school year.	Members of the unit	VIII, C, 1, b
Prior to April 1st	Requests for job sharing plans, including renewal shall be submitted in writing to the District.	Members of the unit	XIX, I
By April 15th	Provide each member of the unit a statement of the number of unused sick leave days on file.	District Administrator	XII, A, 4
By April 15th	Intent to Return letters distribution.	District Administrator	XIII, B, 4
By April 1st	Early retirement program application submitted to the District.	Members of the unit	XVII, C, 1
By April 1st	Part-Time employment w. Full-Time retirement credit application.	Members of the unit	XVIII, D
By April 1st	Part-Time employment – Written request to return to full-time.	Members of the unit	XVIII, I, 3
By May 1st	Notice of acceptance into the early retirement program.	District	XVII, C, 2
By May 15th	Intent to Return letters completed and returned to District.	Members of the unit	XIII, B, 4
By May 15th	Declining of Employment – if a member of the unit fails to notify the District of intent to remain in service, the District may terminate employment on June 30th of the current school year.	Members of the unit	XXIII
Prior to May 20th	Request for job share shall be taken by the Board.	District	XIX, I
By May 20th	District and Board annually determine to continue or eliminate any job sharing plan.	District and Board	XIX, J

SIDE LETTER ~ SICK LEAVE POOL

1. The King City Union School District and KCETA agree that sick leave donation plan will be implemented, effective immediately. The following procedure has been negotiated between the parties, but is not a part of the collective bargaining agreement between the parties and is not grievable.
2. On a case-by-case basis, and with written agreement between KCETA and the employee, any eligible bargaining unit member may donate to a yearly maximum of five (5) days accrued and unused sick leave days to the pool for use by an identified bargaining unit member who has suffered a long term illness or disability (as defined in paragraph 5) and who has exhausted all fully paid leave.
3. Employees making such contributions may do so only in an amount which will not reduced their own total accrued and unused sick leave balance to less than ten full days.
4. Donated sick leave shall be on a day-for-day basis, meaning the recipient shall be paid at his or her regular rate of pay. Donated sick leave not used by the recipient shall be returned to the donor.
5. "Long-term illness or disability" means an illness or injury that is expected to incapacitate the employee for an extended period of time, during which taking extended time off work created a financial hardship on the employee because he or she has exhausted all of his or her sick leave and other paid time off.
6. Upon receipt of the written agreement between KCETA and the employee, and the written authorization of the donating employee, the District shall administer the distribution of the donated sick leave days.
7. Such administrative regulations as may be necessary to properly document and administer the provisions of this side letter shall be provided by the District.

Process:

1. Employee makes a written request for sick leave donation and has it signed by the president of KCETA and forwards it to the District designee. This may be completed by email if the employee emails the president of KCETA and the president of KCETA forwards the email to the District designee confirming the agreement.
2. The Human Resources Department distributes a request for sick leave donation form to all members of the Association.
3. Employees wishing to donate return the form to the Human Resources Department designee.
4. The District informs the donation requester and establishes a sick leave pool for his or her use.
5. When the requesting employee no long needs use of the pool, unused leave will be returned to donors on a prorated basis.

SIGNATURE PAGE

Date Ratified: 6/29/11
For the King City Union School District
Teachers Association, CTA/NEA

Date Ratified: 6/29/11
For the King City Union School District

[Signature]

[Signature]

H. Foster

Wendy Brand

[Signature]

[Signature]

[Signature]

Kathleen Wright

Helena Banz

TENTATIVE AGREEMENT

June 10, 2008

3:00 p.m.

The King City Elementary School District (District) and the King City Elementary Teachers Association (KCETA) agree to resolve all issues in the collective bargaining for the 2007-08 and 2008-09 school years on the following terms and conditions:

1. Except as expressly stated herein, all provisions of the current collective bargaining agreement shall continue without amendment.
2. All signed and dated tentative agreements reached in the course of negotiations shall be ratified and incorporated into the collective bargaining agreement where appropriate. The attached calendar shall be implemented for the 2008-09 school year. (Article VII and XIII)
3. Article XV shall be amended as attached effective July 1, 2008.
4. Due to the closure of San Lorenzo School, all teachers from San Lorenzo School shall first be returned to their previous classroom assignments at their site of assignment for the 2006-07 school year unless otherwise agreed by the teacher. Then, any new 4th and 5th grade teachers hired for the 2007-08 school year shall be transferred to the site in which the position would otherwise have been vacant. Finally, any vacant positions that remain open shall be filled pursuant to the terms of the Transfer Article in the collective bargaining agreement. (The District shall utilize the adopted Reassignment/Transfer Form.)
5. Any teacher who is required by the District to change sites due to the reconfiguration of the District with the closure of San Lorenzo School site for the 2008-09 school year shall be given a choice of either taking two (2) paid days off during the 2008-09 school year and/or his/her per diem rate at the option of the teacher. Each teacher shall make a selection of the per diem or release time and submit the selection no later than September 12, 2008 to the Director of Personnel. Each teacher who selects a paid day off shall obtain the approval his/her immediate supervisor fifteen (15) days in advance. In addition, the parties agree that August 18, 2008 site orientation shall be limited to the hours of 9:00 a.m. to noon. The time before and after the site orientation shall be non-directed teacher work time.

6. For the 2009-10 school year, the District will not implement a configuration that requires the transfer of the same teachers who were required to change sites for the 2007-08 and 2008-09 school years unless there is an emergency. If the District invokes "emergency", the Association reserves its rights to grieve or seek other remedies.

7. There shall be no negotiations for the 2008-09 school year unless either the funded base revenue limit increased actually received by the District in the 2008-09 school year exceeds three percent (3%) or by mutual consent.

Dated: June 10, 2008

KCETA

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

 Melvin M. Dodd

 Jim Gutman

 Keith Wells

DISTRICT

[Handwritten signature]

 Sharon M. Harlan

ARTICLE XIII - ASSIGNMENT, REASSIGNMENT AND TRANSFER

6.10.08
277
JG
JAN.
[Handwritten signatures and initials]

I Definitions:

A. Assignment is the initial placement of a member of the unit in a specific location and department(s) in the District by the administration.

1. All teachers employed by the District are District employees and their initial assignment shall be determined by the Superintendent in accordance with the law.

2. Teachers shall be assigned based upon credential or as allowed under the Education Code in the following manner:

a. ~~K-6 assignments shall be according to credential.~~

b. ~~7-8 primary assignments shall be in the teacher's major or minor area.~~

B. Reassignment refers to the change of a teacher's current position within a school.

C. Transfer refers to the change of a teacher's position from one school to another school within the District.

The following applies to both Reassignment and Transfer.

1. Teachers shall be notified in writing of any change in their present teaching assignment for the following school year by the last working day of each school year.

2. Changes in teaching assignments shall occur after the above date only in the event that the teacher and the site administrator agree, or if the Association and the District mutually agree that an emergency situation (such as declining enrollment, population shift, consolidation...) exists.

3. Final notification shall be given no later than August 1st.

II Preliminary Site Staffing:

A. By February 15, the District shall distribute to all certificated staff a Preliminary Notice of Intent. The employee may use this notice to indicate his/her intent to return, to retire, change assignments, or move up on the salary schedule. Any certificated staff member who wishes to express his/her desire to change positions within the district must submit a completed Preliminary Notice of Intent to the District Office by March 15.

B. At a regularly scheduled staff meeting, between March 15 and March 31, the site principal

and the site staff as a whole shall discuss preliminary staffing information for the following year. The site principal shall determine reassignments/transfers for the following year. A site administrator shall notify a teacher who has submitted a Preliminary Notice of Intent that he or she is being considered for a position at the administrator's site. Factors for consideration for reassignment/transfers include teachers at the same site, and district-wide seniority. Required credentials and specialized training may also be considered, if applicable. The site principal shall notify all affected teachers once reassignments/transfers have been determined pursuant to this paragraph.

- C. After the site administrator has finalized reassignments for the following year, any remaining open positions shall be posted in accordance with Section IV of this article.
- D. By April 15, the District will distribute to all certificated staff members the Intent to Return letter. All certificated staff who intend to return the following year must submit the completed letter to the District Office by May 15. ~~A unit member who fails to notify the District in writing by May 15 of each school year of his or her intent to remain in the service of the District may be deemed to have declined employment for the following year and his or her services as an employee of the district may be terminated on June 30 of the current school year.~~ Failure to comply with this provision shall not result in the employee's termination.

III Types of Transfers or Reassignments:

- A. Voluntary Transfer or Reassignment – initiated by the teacher.
 - 1. All requests for voluntary transfer or reassignment shall be considered on the basis of ~~three (3)~~ four (4) criteria: ~~All applicants must have (1) the credentials to perform the required service(s); Also to be given consideration shall be (2)~~ district-wide seniority; (3) specialized training; and, (4) the needs of the District.
 - 2. A teacher may request a voluntary transfer or reassignment to take effect during the school year or at the beginning of the next school year. In the event the request is for a transfer to take effect during the school year, the request shall be made in writing and sent to the Superintendent. In the event the request is for a transfer the following school year, the request shall be provided on the Preliminary Notice of Intent form which the District shall make available in February of the school year.
 - a. A specific request, based upon a posted vacancy, for a transfer or reassignment shall be made by the teacher within seven (7) calendar days from the first morning of the posting of the notice of vacancy.
 - b. A general request for any vacancy that may occur or for a transfer or reassignment to take effect at the beginning of the next school year shall be made by the teacher no later than March 15th of each school year

preceding the effective date.

3. Two things may occur when a District employee requests a voluntary reassignment or transfer:
 - a. The District may accept the reassignment or transfer request.
 - b. The District employee's request may be held and placed with all other applications. The District shall interview the employee or make good faith efforts (such as telephone calls, a letter, certified return receipt letter...) to interview every District applicant, including reasonably accommodating a teacher's schedule to arrange an interview. The District shall document, in writing, its efforts to interview a teacher.
4. If a voluntary transfer or reassignment request is denied, the teacher shall be given, in writing, the specific reasons for the denial within ten (10) days of the decision.
5. No teacher shall be overtly or indirectly pressured by the District to seek a voluntary transfer or reassignment.

B. Involuntary Transfer or Reassignment -- initiated by the District

1. Transfers or reassignments shall be based exclusively on the specific legitimate, educationally-related needs of the District.
2. No teacher shall be involuntarily transferred or reassigned if there is another teacher with less District-wide seniority who is credentialed to fill the vacancy unless that less senior teacher is needed to fill a subject area requirement (which the senior teacher cannot fill) at the ~~junior-high~~ middle school level. Such transfer may only be made if the District can demonstrate to the satisfaction of the Association that such a move is necessary and educationally sound.
3. Teachers to be involuntarily transferred or reassigned shall have the right to indicate preferences from a list of vacancies and the District shall honor such requests on the basis of District-wide seniority and the required credentials.
4. A teacher who is to be involuntarily transferred or reassigned shall be given in writing the specific educationally-related reasons for the impending transfer within ten (10) days of the decision.
5. Said teacher shall not be involuntarily transferred or reassigned within consecutive years and the transfer or reassignment shall be within two (2) grade levels of current assignment except under emergency circumstances that the Association and the District agree are outside the District's control.

6. An involuntary transfer or reassignment shall not result in the loss of compensation, seniority or any fringe benefits to a teacher.

C. Administrative Transfer or Reassignment -- initiated by the site administrator

1. Administrative transfers or reassignments shall be based on the evaluation as specified in Article VII, Teacher Evaluation.
2. This transfer or reassignment may be initiated if a teacher is recommended for further evaluation after receiving at least two (2) unsatisfactory formal observations/evaluations.
3. Any teacher to be administratively transferred or reassigned shall be given, in writing, the specific reason(s) for the transfer or reassignment within ten (10) days of the decision.
4. Said teacher shall not be administratively transferred or reassigned within consecutive years and the transfer or reassignment shall be within two (2) grade levels of current assignment.
5. Any transfer or reassignment initiated by the principal shall be within the teachers credentialed area or allowable teaching subject under the Education Code.
6. Such transfers or reassignments shall not result in the loss of compensation, seniority or fringe benefits to the teacher.

- D. A teacher serving on special assignment may serve on assignment and retain return rights to their same teaching assignment for a maximum of three (3) school years (July 1 through June 30).

During the first three years, the teacher on special assignment shall have return rights to their same teaching assignment (site, grade level and track [~~blue, green, yellow, ed or traditional~~]) even if the location of the original teaching assignment has moved to another school site.

A teacher who chooses to continue serving on a special assignment beyond three years will retain a position of employment in the District but not necessarily the teaching assignment that they vacated. [September 16, 2003]

IV Posting and Filling of Vacancies:

- A. Regular certificated teachers shall be given notification of vacancies within four (4) calendar days after the first of either Board action or administrative determination of the vacancy by the proper posting of such vacancy.

- B. Vacancies that occur between the first teaching day of each school year and 45 days prior to the start of the first teaching day of the following school year shall be posted for at least seven (7) calendar days at all school offices.
- C. Vacancies that occur between 45 days prior to the start of the first teaching day of school and the first teaching day shall be posted at all school offices. The seven (7) day limit shall be waived.
- D. Each posting shall be clearly visible from the outside in all school offices. Postings shall also be placed in all school lounges when school is in session.
- E. The District retains the discretion to have a long term substitute (not a member of the unit) or a temporary teacher (a member of the unit) fill the vacancy for the remainder of said year.
- F. Each year all extra curricular assignments shall be reopened to applications from qualified personnel. Credentialed district personnel shall be considered before outside or non-district personnel; however, qualified people shall have primary consideration. Qualifications shall include previous experience and/or training in the job applied for.

JG
K.W.
T A
C.I.D.-08
L.T.C.

ARTICLE XV - FRINGE

M. Dodd
[Handwritten signatures]

- 15.1 The District shall fund medical, dental and vision benefits for each teacher and dependents at the level of the Monterey County Schools Insurance Group ("MCSIG") rates for Option III family during the 2008-09 school year. For the 2008-09 school year, the District shall contribute up to a maximum amount of \$1117.48 per full time unit member per month.
- 15.2 If there is any negotiated increase to the District's contribution to the fringe benefits, in addition to any other compensation improvements, it shall be recognized by the parties as part of the total compensation package.
- 15.3 Employees required to travel outside the King City area to obtain a second surgical opinion shall be given one (1) day of unchargeable paid leave.
- 15.4 Teachers shall select any health and welfare plans offered through MCSIG, subject to the requirements of the carrier. Each teacher shall be responsible for payment, by payroll deduction, of premium costs beyond those funded by the District.
- 15.5 The District shall conduct a census of all eligible employees to verify family status annually. It is the employee's responsibility to notify the District immediately upon a change in family status. If an employee receives payment or benefits beyond that to which their current family status entitles them, the employee shall be responsible for repayment of those funds to the District by payroll deduction.
- 15.6 The District may consult with the Association as to the change in a plan and/or carrier on any of the current insurance plans paid by the District.
- 15.7 Teachers hired on a part-time basis less than seventy-five (75%) percent of the work year, shall receive benefits proportioned to the percentage of employment. Teachers hired for seventy-five (75%) percent or more of the work year shall receive full benefits.
- 15.8 Duration of Benefits
 - 15.8.1 The benefits provided in this Article shall remain in effect during the term of this Agreement.
 - 15.8.2 Should a teacher's employment terminate during the school year, he shall be entitled to continue coverage under the life, health, dental care, and vision plans for the period provided by law, provided continued coverage is within the scope of the insurance plan. Such individual shall pay the premium for the continued coverage on a month-to-month basis.
 - 15.8.3 Should a teacher's employment terminate following the last day of the school year, such teacher shall be entitled to continued coverage under the health, dental care and vision

care plans until August 31st at District expense and thereafter as allowed by the law at the individual's expense.

- 15.9 The parties agree to allow teachers employed prior to April 1, 1986, to elect to be covered by social security for the purposes of qualifying for Medicare coverage upon retirement, pursuant to the provisions of the Government Code section 22156. The time of such election, and manner of collecting retroactive employee contributions, if any, shall be by mutual agreement between the parties. In any event the affected employees and the District shall be responsible for their respective contributions upon implementation of this section.
- 15.10 The parties agree this article will extend to include domestic partner coverage, utilizing the eligibility guidelines as prescribed by MCSIG and the State of California [September 24, 2003]

King City Union School District and King City Elementary Teachers Association
2009-10 & 2010-11 TENTATIVE AGREEMENT

The King City Elementary School District (District) and the King City Elementary Teachers Association (KCETA) agree to the following:

1. Bargaining is concluded on all subjects for the 2009-10 school year.

For the 2010-11 school year, the teacher work year shall be reduced by a total of six work days by eliminating the three mandatory staff development days in August and the adoption of three furlough days, resulting in a total of 178 work days for continuing teachers and 180 work days for teachers new to the District. (See 2010-11 Calendar, Attachment 1). In exchange for the reduction in the work year, each salary on the 2008-09 schedule shall be reduced by three percent (3%). The 2010-11 salary schedules are attached as Attachments 2 and 3.

For the 2011-12 school year, the three furlough days will be eliminated and the teacher work year shall be restored to 181 work days for continuing teachers and 183 work days for teachers new to the District. In exchange for adding three work days back to the calendar, the 2010-2011 salary schedule (Attachment 2 or 3) shall be increased by one and one-half percent (1.5%). The 2011-2012 salary schedules are attached as Attachments 4 and 5.

Step movement shall be "frozen" during the 2010-11 school year and no teacher will advance to a higher step on the salary schedule as a result of service during the 2010-11 school year. There will not be any "catch-up" to adjust for the lack of step movement during 2010-11. Teachers will resume step movement in 2011-2012 from their step placement as of the beginning of the 2010-11 school year. Column movement shall not be frozen in 2010-11 and teachers may change column placement per contract provisions.

The District shall provide three optional staff development days on August 11, 12 and 13 of 2010. Teachers who attend these optional staff development days will be paid at their 2010-2011 per diem rate.

The Instructional Minutes Worksheet for 2010-11 is attached. (Attachment 6)

2. Teachers who voluntarily attend staff development days conducted by the District in the summer of the 2009-2010 shall be paid pursuant to the Supplemental Tentative Agreement dated June 10, 2008. Teachers who voluntarily attend staff development days conducted by the District in the summer of 2010-2011 school year, excluding the optional staff development days on August 11, 12 and 13, shall be paid pursuant to the terms of Attachment 7.
3. For the 2009-10 and 2010-11 school years, the District will have a staffing goal of 32 students to 1 teacher. For the 2011-12 school year, the parties shall negotiate a staffing goal.

4. Certificated employees who were laid off at the end of the 2008-09 school year and who have not been reemployed by the District into regular certificated positions (temporary or permanent in excess of 75% of the instructional year) shall be entitled to three (3) offers of reemployment before being removed from the reemployment list. The District will share with the KCETA President information regarding re-hire openings and the steps taken to fill open positions.
5. The District will form a health benefits committee to examine current MCSIG coverage options and evaluate alternative health care providers. The committee shall have three representatives each from KCETA, management and CSEA.
6. Negotiations for 2010-11 shall be commenced in June 2010. Negotiation topics shall be limited to benefits, preparation time, and compensation for summer staff development. Each side shall notify the other by June 8th if it intends to open negotiations on one of the listed topics.
7. For the 2010-2011 school year, each bargaining unit member will earn three (3) additional sickleave days.
8. For the 2009-2010 and 2010-2011 school years, preparation time shall be provided according to the time blocks specified in the contract. The District shall have discretion regarding how the prep time is provided. The parties shall negotiate prep time for the 2011-2012 school year.
9. No grievance, unfair practice charge or any other action will be filed by either party or supported in any way whatsoever by either party against the other based on any facts occurring prior to the date of this Agreement.
10. Former year-round teachers from the Del Rey school site that are currently paid on a 12 month basis shall have the option of continuing the current pay practice for the 2010-2011 school year only. After the 2010-2011 school year, all teachers desiring to be paid on a 12 month basis must do so pursuant to Education Code section 45040.
11. The following teachers who were employed in the 2009-2010 school year as 6th grade teachers will be allowed to treat all long CEM days for the 2010-2011 school year as a short CEM day:

Kathleen Wright
John Miller
Pat Judd
Glen Vonderheide
Pam Gildersleeve-Hernandez
Glen Hanneman
Lori Brittan


12. All other provisions of the collective bargaining agreement shall remain in full force and effect through June 30, 2011.

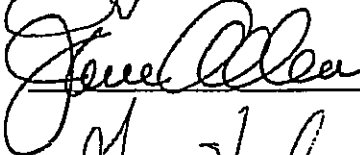
13. The parties agree that the advisory arbitration language in Article V, paragraph C. 4. shall be replaced with grievance mediation under the California State Mediation and Conciliation Service. The parties will meet to negotiate new language acceptable to both parties. Negotiations regarding grievance mediation language shall be completed by October 1, 2010.
14. In the event that the County Superintendent of Schools issues an order to stay or rescind all or a part of this agreement, the parties agree to meet to negotiate regarding the effects of any such order.

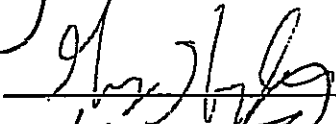
Dated: June 8, 2010


KCETA

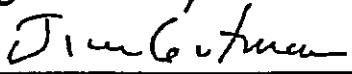
DISTRICT







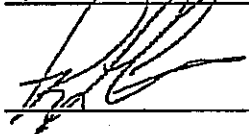


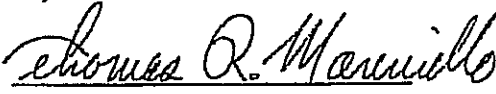












	MON	TUE	WED	THR	FRI	Week-Teachers	Week-Students	Quarter	Semester/Teachers
				7/1	7/2				
July	7/5	7/6	7/7	7/8	7/9				
	7/12	7/13	7/14	7/15	7/16				
	7/19	7/20	7/21	7/22	7/23				
	7/26	7/27	7/28	7/29	7/30				
August	8/2	8/3	8/4	8/5	8/6	0	0		
	8/9	8/10	8/11	8/12	8/13	0	0		
	8/16	8/17	8/18	8/19	8/20	5	4		
September	8/23	8/24	8/25	8/26	8/27	5	5		
	8/30	8/31	9/1	9/2	9/3	5	5		
	9/6	9/7	9/8	9/9	9/10	4	4		
	9/13	9/14	9/15	9/16	9/17	5	5		
October	9/20	9/21	9/22	9/23	9/24	5	5		
	9/27	9/28	9/29	9/30	10/1	5	5		
	10/4	10/5	10/6	10/7	10/8	5	5		
	10/11	10/12	10/13	10/14	10/15	5	5		
November	10/18	10/19	10/20	10/21	10/22	5	5	TBD	
	10/25	10/26	10/27	10/28	10/29	5	5		
	11/1	11/2	11/3	11/4	11/5	5	5		
	11/8	11/9	11/10	11/11	11/12	3	3		
December	11/15	11/16	11/17	11/18	11/19	5	5		
	11/22	11/23	11/24	11/25	11/26	2	2		
	11/29	11/30	12/1	12/2	12/3	5	5		
	12/6	12/7	12/8	12/9	12/10	5	5		
January	12/13	12/14	12/15	12/16	12/17	5	5	84	
	12/20	12/21	12/22	12/23	12/24	0	0		
	12/27	12/28	12/29	12/30	12/31	0	0		
	1/3	1/4	1/5	1/6	1/7	0	0		
February	1/10	1/11	1/12	1/13	1/14	5	5		
	1/17	1/18	1/19	1/20	1/21	4	4		
	1/24	1/25	1/26	1/27	1/28	5	5		
	1/31	2/1	2/2	2/3	2/4	5	5		
March	2/7	2/8	2/9	2/10	2/11	5	5		
	2/14	2/15	2/16	2/17	2/18	4	4		
	2/21	2/22	2/23	2/24	2/25	5	5		
	2/28	3/1	3/2	3/3	3/4	5	5	TBD	
April	3/7	3/8	3/9	3/10	3/11	5	5		
	3/14	3/15	3/16	3/17	3/18	5	5		
	3/21	3/22	3/23	3/24	3/25	5	5		
	3/28	3/29	3/30	3/31	4/1	0	0		
May	4/4	4/5	4/6	4/7	4/8	5	5		
	4/11	4/12	4/13	4/14	4/15	5	5		
	4/18	4/19	4/20	4/21	4/22	4	4		
	4/25	4/26	4/27	4/28	4/29	4	4		
June	5/2	5/3	5/4	5/5	5/6	5	5		
	5/9	5/10	5/11	5/12	5/13	5	5		
	5/16	5/17	5/18	5/19	5/20	5	5		
	5/23	5/24	5/25	5/26	5/27	5	5		
June	5/30	5/31	6/1	6/2	6/3	3	3	94	
	6/6	6/7	6/8	6/9	6/10	0			
	6/13	6/14	6/15	6/16	6/17	0			
	6/20	6/21	6/22	6/23	6/24	0			
	6/27	6/28				178	177	0	178

7/4 - 4th of July

178 Days for Returning Teachers
180 Days for New Teachers

- 8/9 - 8/10 New Teacher Orientation
- 8/11 - 8/13 Optional Staff Development
- 8/16 Orientation Day (All Teachers)
- 8/17 First Day of School

9/6 Labor Day

	Legal Holidays
9/6	Furlough Days
9/6	Non-school Days
9/6	Minimum Days
9/6	Cem Days - Early Release
9/6	Orientation Day (All Teachers)
9/6	2 Additional Orientation Days New Teachers
9/6	Optional Staff Development Days

TBD - ??? 5 Fall Conference Days TBD
(dates will vary by site)

- 11/11 - 11/12 Veterans Holiday
- 11/25 Thanksgiving Day
- 11/24 - 11/26 Thanksgiving Break

- 12/17 End of 1st Semester
- 12/20 - 1/7 Winter Break

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J.C.
K.W.

1/17 Dr. Martin Luther King, Jr. Day

2/21 Presidents Day (Washington's Birthday)

TBD - ??? 3 Spring Conference Days TBD
(dates will vary by site.)

3/28 - 4/1 Spring Break

- 4/22 Furlough Day
- 4/25 Furlough Day
- 4/26 153rd Day - Calculation for STAR Window
STAR / AP Testing (TBD)

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TOM
THE
RPP

5/13 Fair Day

5/30 Memorial Day

6/2	End of 2nd Semester
	Last Day of School

6/3 Furlough Day

**King City Union School District
2010-11 Certificated Salary Schedule
Without CLAD or Equivalent**

Step	Column I	Column II	Column III	Column IV	Column V	Step
	BA	BA+30 or Masters	BA+45 or MA+15	BA+60 or MA+30	BA+75 or MA+45	
1	33,282	35,165	37,049	38,933	40,817	1
2	35,165	37,049	38,933	40,817	42,700	2
3	37,049	38,933	40,817	42,700	44,584	3
4	38,933	40,817	42,700	44,584	46,469	4
5	40,817	42,700	44,584	46,469	48,353	5
6	42,700	44,584	46,469	48,353	50,236	6
7	44,584	46,469	48,353	50,236	52,120	7
8	-	48,353	50,236	52,120	54,004	8
9	-	50,236	52,120	54,004	55,888	9
10	-	52,120	54,004	55,888	57,771	10
11	-	-	55,888	57,771	59,655	11
12	-	-	-	59,655	61,540	12
13	-	-	-	-	63,423	13
				Longevity	64,058	14
				Longevity Hurdle	64,691	15
					65,326	16
					65,960	17
					66,594	18
					67,229	19
					67,863	20
					68,497	21
					69,131	22
					69,765	23
					70,400	24
					71,034	25
					71,668	26
					72,303	27
					72,936	28
					73,571	29
					74,205	30
					74,839	31
					75,474	32
					76,108	33
					76,742	34
					77,376	35
					78,010	36
					78,645	37

Schedule Intervals are 5.66% of Step 1 Column I.

TA:
- 3% on each cell on the 2008-09 salary schedule
Board Approved: Xxxx xx, 2010

[Handwritten signatures and initials]
K.W.
JG

[Handwritten signature]
J.P.

**King City Union School District
2010-11 Certificated Salary Schedule
With CLAD or Equivalent**

Step	Column I	Column II	Column III	Column IV	Column V	Step
	BA	BA+30 or Masters	BA+45 or MA+15	BA+60 or MA+30	BA+75 or MA+45	
1	33,780	35,693	37,605	39,517	41,429	1
2	35,693	37,605	39,517	41,429	43,342	2
3	37,605	39,517	41,429	43,342	45,253	3
4	39,517	41,429	43,342	45,253	47,165	4
5	41,429	43,342	45,253	47,165	49,077	5
6	43,342	45,253	47,165	49,077	50,990	6
7	45,253	47,165	49,077	50,990	52,902	7
8	-	49,077	50,990	52,902	54,814	8
9	-	50,990	52,902	54,814	56,726	9
10	-	52,902	54,814	56,726	58,638	10
11	-	-	56,726	58,638	60,550	11
12	-	-	-	60,550	62,462	12
13	-	-	-	-	64,374	13
				Longevity	65,018	14
				Longevity Hurdle	65,662	15
					66,305	16
					66,949	17
					67,593	18
					68,237	19
					68,881	20
					69,525	21
					70,168	22
					70,812	23
					71,456	24
					72,099	25
					72,743	26
					73,387	27
					74,030	28
					74,674	29
					75,319	30
					75,962	31
					76,606	32
					77,250	33
					77,893	34
					78,537	35
					79,180	36
					79,824	37

Schedule intervals are 5.66% of Step 1 Column I.

TA:
-3% on each cell on the 2008-09 salary schedule
Board Approved: Xxxx xx, 2010

[Handwritten signatures and initials: J.C., C.H., J.C.]

[Handwritten signature: The Dan...]

**King City Union School District
20011-12 Certificated Salary Schedule
Without CLAD or Equivalent**

Step	Column I	Column II	Column III	Column IV	Column V	Step
	BA	BA+30 or Masters	BA+45 or MA+15	BA+60 or MA+30	BA+75 or MA+45	
1	33,796	35,709	37,622	39,535	41,448	1
2	35,709	37,622	39,535	41,448	43,361	2
3	37,622	39,535	41,448	43,361	45,274	3
4	39,535	41,448	43,361	45,274	47,187	4
5	41,448	43,361	45,274	47,187	49,100	5
6	43,361	45,274	47,187	49,100	51,013	6
7	45,274	47,187	49,100	51,013	52,926	7
8	-	49,100	51,013	52,926	54,839	8
9	-	51,013	52,926	54,839	56,752	9
10	-	52,926	54,839	56,752	58,665	10
11	-	-	56,752	58,665	60,578	11
12	-	-	-	60,578	62,491	12
13	-	-	-	-	64,404	13
				Longevity	65,048	14
				Longevity Hurdle	65,692	15
					66,336	16
					66,980	17
					67,624	18
					68,268	19
					68,913	20
					69,556	21
					70,200	22
					70,844	23
					71,488	24
					72,133	25
					72,777	26
					73,421	27
					74,064	28
					74,708	29
					75,353	30
					75,997	31
					76,641	32
					77,285	33
					77,928	34
					78,572	35
					79,217	36
					79,861	37

Schedule intervals are 5.66% of Step 1 Column I.

TA:
- 1.5% on each cell on the 2008-09 salary schedule
Board Approved: Xxxx xx, 2010

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KW
JG

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JG

**King City Union School District
2011-12 Certificated Salary Schedule
With CLAD or Equivalent**

Step	Column I	Column II	Column III	Column IV	Column V	Step
	BA	BA+30 or Masters	BA+45 or MA+15	BA+60 or MA+30	BA+75 or MA+45	
1	34,303	36,245	38,186	40,128	42,069	1
2	36,245	38,186	40,128	42,069	44,012	2
3	38,186	40,128	42,069	44,012	45,953	3
4	40,128	42,069	44,012	45,953	47,895	4
5	42,069	44,012	45,953	47,895	49,836	5
6	44,012	45,953	47,895	49,836	51,778	6
7	45,953	47,895	49,836	51,778	53,720	7
8	-	49,836	51,778	53,720	55,661	8
9	-	51,778	53,720	55,661	57,603	9
10	-	53,720	55,661	57,603	59,545	10
11	-	-	57,603	59,545	61,487	11
12	-	-	-	61,487	63,428	12
13	-	-	-	-	65,370	13
				Longevity	66,024	14
				Longevity Hurdle	66,678	15
					67,331	16
					67,985	17
					68,639	18
					69,292	19
					69,946	20
					70,600	21
					71,253	22
					71,907	23
					72,561	24
					73,214	25
					73,868	26
					74,522	27
					75,175	28
					75,829	29
					76,483	30
					77,136	31
					77,790	32
					78,444	33
					79,097	34
					79,752	35
					80,405	36
					81,059	37

Schedule Intervals are 5.66% of Step 1 Column I.

TA:
- 1.5% on each cell on the 2008-09 salary schedule
Board Approved: Xxxx xx, 2010

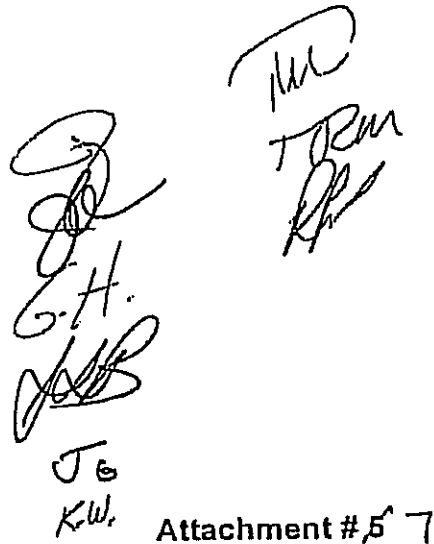
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KW.
JG.

[Handwritten signatures]
JRM
KPH

Article XIV – Salary
Section H Supplemental Salary Provisions
Paragraph 5

Teachers who voluntarily attend staff development days during the summer break shall be paid as follows:

- a. For 5 days of training a unit member can either elect to be paid \$1,200 OR receive 2 "no tell" days OR
- b. For 2.5 days of training a unit member can either elect to be paid \$600 OR receive 1 "no tell" day OR
- c. Certificated employees who are on the last column of the salary schedule may choose to receive 3 district units of credit for movement on the longevity steps of the last column in lieu of paragraphs a or b above.

Handwritten signatures and initials. On the left, there are three distinct signatures, followed by the initials 'JG' and 'KW.'. On the right, there is a signature that appears to be 'T.M.' with 'TORM' and 'K.P.' written below it.

Attachment # 5 7

King City Union School District and King City Elementary Teachers Association
2009-10 & 2010-11 TENTATIVE AGREEMENT

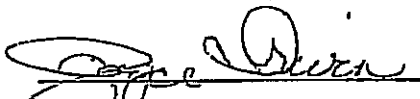
The King City Elementary School District (District) and the King City Elementary Teachers Association (KCETA) agree to the following:

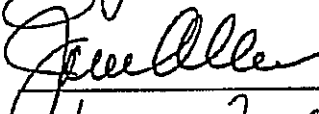
1. The parties have met during the month of December and have cleaned-up and updated the collective bargaining agreement. The District shall distribute the Agreement to the KCETA President in electronic form. (Attachment 1)
2. KCETA will conduct a meeting and take a vote on ratification of Attachment 1 prior to October 1, 2010.

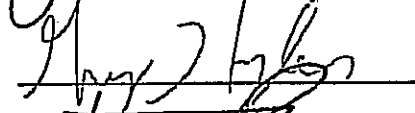
Dated: June 8, 2010


KCETA

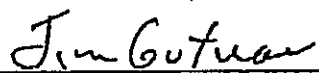
DISTRICT







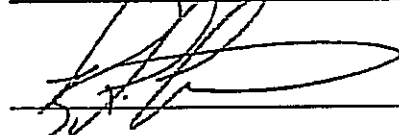















King City Union School District and King City Elementary Teachers Association
2011-12 TENTATIVE AGREEMENT

The King City Elementary School District (District) and the King City Elementary Teachers Association (KCETA) agree to the following:


1. The parties have met during the month of May and have cleaned-up and updated the collective bargaining agreement as well as changes to the following articles:
 - Article V – Grievance Procedure
 - Article VII – Member of the Unit Evaluation
 - Article X – Class Size
 - Article XIV – Salary

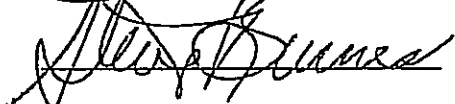
The District shall distribute the Agreement to the KCETA President in electronic form. (Attachment 1)

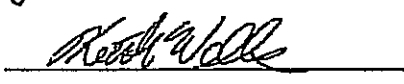
2. KCETA will conduct a meeting and take a vote on ratification of Attachment 1 prior to June 1, 2011.

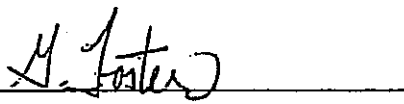
Dated: May 17, 2011


KCETA









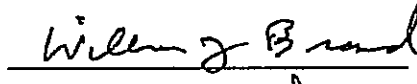


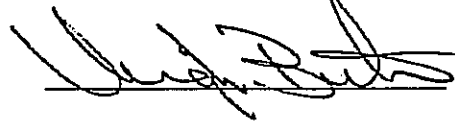




DISTRICT







ARTICLE VII - MEMBER OF THE UNIT EVALUATION

CURRENT WORDING

- A. The purpose of evaluation shall be to assess a member of the unit's performance, noting commendable areas observed and, if needed, areas for improvement. Members of the unit shall be evaluated on their performance in the classroom as it directly applies to the education given to the student and on non-instructional duties, which are necessary to the operation of the school.

PROPOSED WORDING

- A. The purpose of evaluation is for the district to assess the unit member's performance, sharing commendations and recommendations for improvement. Specific areas of improvement should be noted and, if appropriate and necessary, a self improvement plan will be established after two unsatisfactory evaluations. However, evaluation should be a continuous process leading to improved instruction and student success. The evaluator and unit member will work together to assure that the unit member is evaluated on his/her performance in the classroom, as it directly applies to the education given to the student and on non-instructional duties, which are necessary to the operation of the school. The goal of evaluation is to strive toward excellence in the classroom.

PROPOSED WORDING

C. Procedure

1. Every first year Probationary member of the unit shall be observed at least once. The final evaluation shall be discussed with the member of the unit and filed in the District Office no later than May 1st of the evaluation year. When any probationary member of the unit has received an unsatisfactory final evaluation, the District shall annually evaluate the member of the unit until he/she achieves a positive final evaluation or is separated from the District.
2. Every second year probationary member of the unit shall be observed by the site administrator no later than December 8th of each school year. Additional observations may be made at any time during the year but the final evaluation shall be filed in the District Office no later than March 15th of each year. ~~At no time may the total number of observations exceed the contractual agreements~~

[Handwritten signatures and initials]
WB

4. b. The final evaluation shall be discussed with the member of the unit and filed in the District Office no later than May 1st of the evaluation year. When any permanent member of the unit has received an unsatisfactory final evaluation, the District shall annually evaluate the member of the unit until he/she achieves a positive final evaluation or is separated from the District. Only a member of the unit who has received two (2) unsatisfactory observations may be given an unsatisfactory final evaluation. ~~At no time may the total number of observations exceed the contractual agreements.~~

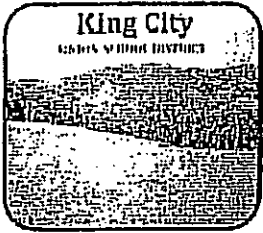
11. Any plan that includes specific recommendations for improvement and direct assistance shall be given reasonable time to become effective before any other observation or visitation shall take place. This time shall be determined by the member of the unit and added in writing to the written report within two work days following at the conference. This time shall not ~~exceed~~ be less than two (2) weeks except by mutual consent. ~~No observations or visitations of said member of the unit shall take place during the remediation time.~~

12. A member of the unit shall have no more than five (5) observations during a school year unless a teacher receives two (2) unsatisfactory observations. ~~With two (2) unsatisfactory observations, the total number of observations shall not exceed seven (7) during any one school year.~~

13. Only a member of the unit who has received two (2) unsatisfactory observations in a given school year may be given an unsatisfactory final evaluation. ~~At no time may the total number of observations exceed the contractual agreements.~~

Add Attached Self-Improvement Plan to Appendix D

J
SAS
JLB *HW*
K.W.
HB



King City

UNION SCHOOL
DISTRICT

435 Pearl Street - King City, CA 93930
Phone: (831) 385-2940 Fax: (831) 386-0372

CERTIFICATED EVALUATION SELF IMPROVEMENT PLAN

Form: To be used after 2 unsatisfactory observations

ADMINISTRATOR NAME: _____
TEACHER: _____
LOCATION: _____
SCHOOL YEAR: _____
DATE OF LESSON: _____

1. Goal/Objective: (Specific and Measurable)

2. Action Plan to Achieve Goal: (Specific and Measurable)

3. Results: (Specifics and levels of achievement)

4. Commendations of Lesson:

JLB *J* *KW*
West *HB* *RPL*
WB *UB*

5. Recommendations of Lesson:

[Handwritten signature]

6. Specific Actions to Improve Performance:

[Handwritten signatures]

COMPREHENSIVE SUMMARY OF COMPLETED LESSON PLAN:

I have reviewed and discussed this evaluation with my evaluator:

Teacher

Date

Administrator

Date

ARTICLE X - CLASS SIZE

2009-10 & 2010-11 TENTATIVE AGREEMENT

PROPOSED WORDING

3. For the ~~2009-10 and 2010-11~~ 2011-12 school years, the District will have a staffing goal of 32 students to 1 teacher. At CPMS for grades 7 & 8 the district will have a staffing goal of 32 students to 1.2 teachers. For the 2011-12 school year, CPMS will have an 8 period student day inclusive of a student lunch period. For the ~~2011-12~~ 2012-13 school year, the parties shall negotiate a staffing goal.

[Handwritten signatures and initials]

ARTICLE XIV – SALARY

PROPOSED WORDING

I. Extra-Curricular Compensation

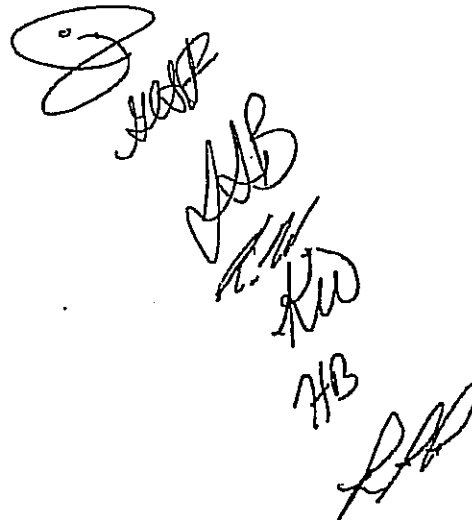
The following is a list of extra-curricular compensation positions. Each year all extra-curricular assignments shall be reopened to applications from qualified personnel. The positions will be open and posted during the school year by the district/site when funds are available on a stipend by stipend basis. Credentialed district personnel shall be considered before outside or non-district personnel; however, qualified people shall have primary consideration. Qualifications shall include previous experience and/or training in the job applied for.

Add Position:

m. Child Study Team Member.....3% of Step 1, Column 1
(re-number existing assignments)

J. Longevity

Remove entire section.

A cluster of handwritten signatures and initials in black ink, including a large stylized 'J', 'HAB', 'KW', 'HB', and 'LBP'.

LB

LB

King City Union School District 2011-2012 School Calendar

WB

	MON	TUE	WED	THR	FRI	Week-Teachers	Week-Students	Quarters	Trimester
July					7/1				
	7/4	7/5	7/6	7/7	7/8				
	7/11	7/12	7/13	7/14	7/15				
	7/18	7/19	7/20	7/21	7/22				
	7/25	7/26	7/27	7/28	7/29				
August	8/1	8/2	8/3	8/4	8/5	0	0		
	8/8	8/9	8/10	8/11	8/12	0	0		
	8/15	8/16	8/17	8/18	8/19	5	4		
	8/22	8/23	8/24	8/25	8/26	5	5		
	8/29	8/30	8/31	9/1	9/2	5	5		
September	9/5	9/6	9/7	9/8	9/9	4	4		
	9/12	9/13	9/14	9/15	9/16	5	5		
	9/19	9/20	9/21	9/22	9/23	5	5		
	9/26	9/27	9/28	9/29	9/30	5	5		
	October	10/3	10/4	10/5	10/6	10/7	5	5	
10/10		10/11	10/12	10/13	10/14	5	5		
10/17		10/18	10/19	10/20	10/21	5	5	TBD	
10/24		10/25	10/26	10/27	10/28	5	5		
November		10/31	11/1	11/2	11/3	11/4	5	5	
	11/7	11/8	11/9	11/10	11/11	4	4		
	11/14	11/15	11/16	11/17	11/18	5	5		
	11/21	11/22	11/23	11/24	11/25	2	2		
	11/28	11/29	11/30	12/1	12/2	5	5		
December	12/5	12/6	12/7	12/8	12/9	5	5		
	12/12	12/13	12/14	12/15	12/16	5	5		85
	12/19	12/20	12/21	12/22	12/23	0	0		
	12/26	12/27	12/28	12/29	12/30	0	0		
	12/31	1/1	1/2	1/3	1/4	0	0		
January	1/9	1/10	1/11	1/12	1/13	5	5		
	1/16	1/17	1/18	1/19	1/20	4	4		
	1/23	1/24	1/25	1/26	1/27	5	5		
	1/30	1/31	2/1	2/2	2/3	5	5		
February	2/6	2/7	2/8	2/9	2/10	5	5		
	2/13	2/14	2/15	2/16	2/17	5	5		
	2/20	2/21	2/22	2/23	2/24	4	4		
	2/27	2/28	2/29	3/1	3/2	5	5		
March	3/5	3/6	3/7	3/8	3/9	5	5	TBD	
	3/12	3/13	3/14	3/15	3/16	5	5		
	3/19	3/20	3/21	3/22	3/23	5	5		
	3/26	3/27	3/28	3/29	3/30	5	5		
	3/31	4/1	4/2	4/3	4/4	0	0		
April	4/9	4/10	4/11	4/12	4/13	4	4		
	4/16	4/17	4/18	4/19	4/20	5	5		
	4/23	4/24	4/25	4/26	4/27	5	5		
	4/30	5/1	5/2	5/3	5/4	5	5		
May	5/7	5/8	5/9	5/10	5/11	5	5		
	5/14	5/15	5/16	5/17	5/18	5	5		
	5/21	5/22	5/23	5/24	5/25	5	5		
	5/28	5/29	5/30	5/31	6/1	4	4		96
June	6/4	6/5	6/6	6/7	6/8	0			
	6/11	6/12	6/13	6/14	6/15	0			
	6/18	6/19	6/20	6/21	6/22	0			
	6/25	6/26	6/27	6/28	6/29	181	180	0	181

7/5 - 4th of July

- 8/8 - 8/9 New Teacher Orientation
- 8/10 - 8/12 Optional Staff Development
- 8/15 Orientation Day (All Teachers)
- 8/16 First Day of School
- 9/5 Labor Day

	Legal Holidays
	Non-school Days
	Minimum Days
	Cem Days - Early Release
	Orientation Day (All Teachers)
	2 Additional Orientation Days New Teachers
	Optional Staff Development Days

- TBD - ??? 5 Fall Conference Days TBD (dates will vary by site)
- 11/11 Veterans Holiday
- 11/24 Thanksgiving Day
- 11/23 - 11/25 Thanksgiving Break

12/19 - 1/6 Winter Break

1/16 Dr. Martin Luther King, Jr. Day

2/20 Presidents Day (Washington's Birthday)

TBD - ??? 3 Spring Conference Days TBD (dates will vary by site.)

4/2 - 4/9 Spring Break

4/23 153rd Day - Calculation for STAR Window - STAR / AP Testing (TBD)

5/28 Memorial Day

6/1 Last Day of School