

MASTER CONTRACT

Between

KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT

BOARD OF TRUSTEES

and the

KINGSBURG JOINT UNION HIGH SCHOOL

TEACHERS ASSOCIATION

February 2014

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ARTICLE I
RECOGNITION

The Board recognizes the Association as the exclusive representative of all certificated employees of the Board, excluding the Superintendent, Principal, Assistant Principal, Principal of Kingsburg Alternative Education, and any other management position named at a future date, for the purposes of meeting and negotiating.

ARTICLE II
ASSOCIATION RIGHTS

- A. The Association shall have the right to make use of on-site school equipment, building, and facilities at all reasonable hours for Association business when such property is not in use. The term, “reasonable hours” in this Article means employee rest periods, meal periods, and any time before or after an employee’s working day when such employee is present upon District property, but is not expected to be performing services on behalf of the District.
- B. The Association shall have the right to post notices of activities and matters of Association business on bulletin areas near the mailboxes and in the faculty lounge. The Association may have reasonable use, not to exceed \$300.00 per year of the District mail service, and have access to employee boxes. Each piece of material distributed or posted shall be in good taste and bear the date and the name and/or signature of the person responsible.
- C. Authorized representatives of the Association shall be permitted to transact official business on school property at all “reasonable” hours. Such access shall not be utilized

in a manner that will disturb, disrupt, or otherwise interfere with the work of any employee of the District.

- D. Representatives of the Association shall have the right to utilize District facilities upon prior notification to conduct meetings with District employees. Notification to utilize large group facilities shall be made upon forms provided by the District, and shall be subject to prior request for the utilization of such facilities by groups entitled to their use under provisions of the Education Code. Verbal notification to the Principal shall be sufficient for use of a classroom. Meetings conducted in such facilities shall in no way conflict with the work of District employees, and shall in no way conflict or interfere with the ongoing instructional program.
- E. To assure the safety and security of students, any non-school employee who wishes to enter a school campus of the District during hours in which students are present shall notify the Principal's Office of his/her identity and his/her status. Appropriate identification and credentials may be required. Access pursuant to this policy shall in all instances be subject to the right of the individual employee or student not be harassed, restrained, intimidated, or coerced.
- F. The Board may place on the agenda of each regular Board meeting, as early as possible, items for consideration brought to its attention by the Association provided that such matter(s) are made known to the Superintendent's Office by 10:00 A.M. four (4) working days preceding the meeting.
- G. The leadership of the Kingsburg Joint Union High School Teachers Association shall enable to call a monthly meeting with the principal and superintendent within three (3) days following Board Meetings.

ARTICLE III

DISTRICT AND MANAGEMENT RIGHTS

A. It is understood that the District retains all of its powers and authority to direct, manage, and control the educational program to the full extent of the law except as limited by the terms of this agreement. Included in, but not limited to those duties and powers is the right to do the following:

1. Determine its organization;
2. Supervise the work of its employees;
3. Determine the time and hours of operation of the District;
4. Determine the kinds and levels of services to be provided and methods of providing them;
5. Establish its educational policies, goals, and objectives;
6. Ensure the rights and educational opportunities of students;
7. Determine staffing patterns;
8. Determine the number and kinds of personnel required;
9. Maintain the efficiency of District operations;
10. Define educational objectives subject to the right of consultation with the Association;
11. Determine content of courses and curriculum subject to the right of consultation with the Association;
12. Approve textbooks subject to the right of consultation with the Association;
13. Build, move or modify facilities;
14. Establish budget procedures and determine budgetary allocations;
15. Determine the methods of raising revenue;

16. Contract out work to be done or services to be rendered;
17. Take action on any mater in the event of an emergency;
18. Retain the right to:
 - (a) Hire;
 - (b) Classify;
 - (c) Assign or reassign;
 - (d) Evaluate;
 - (e) Promote;
 - (f) Terminate.

ARTICLE IV

ORGANIZATIONAL SECURITY

The District and Association recognize the right of employees to form, join, and participate in lawful activities or employee organizations and the equal alternative right of employees to refuse to form, join, and participate in employee organization activities.

ARTICLE V

SAVINGS

- A. If any provision of this Agreement or any application thereof to any employee is held by a court of competent jurisdiction to be contrary to the law, then such provision or application will be deemed invalid to the extent required by such court decision, but all other provisions or applications shall continue in full force and effect.
- B. The terms and conditions of this Agreement shall be applied consistently with the provisions of applicable state and federal laws.

- C. Should a provision or application be deemed invalid, as described in paragraph one above, the Board shall reinstitute any benefit reduced or eliminated to the extent allowable under law. Moreover, the parties shall meet not later than thirty (30) days after such court decision to renegotiate the provision or provisions affected.

ARTICLE VI

GRIEVANCE

A. Definitions and Limitations

1. All grievances are limited to obligations of this collective bargaining contract.
2. A “grievance” is a formal written allegation by a grievant or by the Association that a violation, misinterpretation, or misapplication of this collective bargaining agreement has occurred.
3. A “grievant” may be any certificated employee covered by this agreement or the Association.
4. A “day” is any day in which the District is open for business.
5. The “immediate supervisor” is the person having immediate administrative supervision over the grievant.
6. All preparation, filing, investigation, processing, and hearing of grievances by management shall be conducted during the non-working time for all involved employees, management excluded, and no release time shall be provided.
7. If the District’s authorized representative fails to answer a grievance within the time limit specified in any step of the grievance procedure, the grievant shall have the right to appeal the grievance immediately to the next step of the grievance within the time limit specified in any step of the grievance

procedure. If the grievant fails to appeal the grievance within the time limit specified in any step of the grievance procedure, the grievance shall be deemed waived and terminated.

B. Processing of Grievance

1. Phase A - Informal Consultation with Immediate Supervisor

- a. The aggrieved employee and his/her immediate supervisor shall make every effort to resolve personnel problems through consultation and informal means. At least one personal conference between the aggrieved employee and his/her immediate supervisor shall be held at this phase of the process.
- b. If the problem is not resolved at a private conference, then either party may declare that a grievance exists and provisions of this regulation will be implemented as a formal grievance and copies of this article will be provided to all involved parties. (See Appendix B)

2. Phase B - Formal Filing of Grievances and Decision by the Immediate Supervisor

a. Step 1 - Building Principal

- (1) Failing to resolved the difficulty through informal means, the aggrieved employee may, at any time within ten days of his/her knowledge of the event giving rise to the grievance, register his/her grievance. It shall be done in writing with copies to his/her immediate Supervisor, Building Principal, and the Superintendent, stating the following:

- (a) Statement of grievance listing the specific action and events alleged to violate the collective bargaining agreement;
 - (b) A statement indicating the grievant's understanding of the Supervisor's proposed solution to settle the grievance.
 - (2) The District Superintendent shall confer with the grievant and submit his/her proposed solution personally to the aggrieved party within ten (10) days. The Building Principal and the Association shall also be apprised of the solution.
- c. Step 3 - Board of Education
- (1) The grievant may appeal the proposed decision of the District Superintendent in writing within 10 working days after receipt of proposed solution.
 - (2) Upon receipt of the appeal, the District Superintendent and the Association or Grievant shall furnish the Governing Board a full report of the grievance. The Board shall set the matter for hearing at the next regular meeting.
 - (3) The aggrieved party may appear at the Board meeting on his/her own behalf or s/he may be represented by the Association. The decision of the Governing Board shall be communicated to the grievant within three working days.

d. Step 4 - Advisory Arbitration

- (1) If the grievant is not satisfied with the decision in three (3) days, the employee may within ten (10) days submit a request in writing to the Superintendent for advisory arbitration of the dispute. The Grievant/Association and the District shall attempt to agree upon an arbitrator and if no agreement can be reached, the parties shall request the California State Conciliation Service to supply a panel of five (5) names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until only one name remains. The remaining panel member shall be the advisory arbitrator. The order of striking shall be determined by lot.
- (2) The fees and expense of the arbitrator and the hearing shall be borne equally by the District and the Association. All other expense, including fees for witnesses, or the costs of substitutes for witnesses, shall be borne by the party incurring them.
- (3) Substitutes may be provided by the Association subject to the prior notification, assignment and approval of the Building Principal. Substitutes so utilized will not be credited for sick leave under the personal leave day provisions of this contract.
- (4) The advisory arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues that were submitted to advisory arbitration. If the parties cannot agree upon a summary of the issues, the arbitrator shall determine the issues

by referring to a written grievance and the answers thereto at each level. In disputed cases regarding whether or not a grievance exists, the arbitrator shall rule on whether the issue is a valid one for arbitration to take place.

- (5) The arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement. Hearings, if at all possible, should be held in the local area.
- (6) After a hearing and after both parties have had an opportunity to make written arguments, the advisory arbitrator shall submit within thirty (30) calendar days to all parties the written findings and advisory recommendation that s/he has prepared.
- (7) If the advisory recommendation is acceptable to the Board, the Superintendent shall take appropriate action to implement the recommendation. If no action is taken by the District, the grievant may appeal for Board action to the Board of Trustees within ten (10) days of the receipt of the Advisory Arbitrator's recommendation.
- (8) The Board of Trustees has the power to render a final decision of a grievance which shall be binding on all parties. If, upon review, the Board of Trustees determines that it is unable to render a final determination on the record, it may reopen the record for the taking of additional evidence, prior to rendering the binding decision.

C. Representation

1. No employee shall be required to be represented by the Association in processing a grievance. The employee may request the Association to represent him/her in Phase B.
2. The Association shall take no reprisals against any employees for the exercise of their rights under this article, nor shall the district unlawfully discriminate against any employee for exercising rights under this Article.
3. If an employee pursues a grievance without the intervention of the Association, the grievance shall not be resolved until the Association has received notice of the grievance and the proposed solution, and has been given an opportunity to file a response.

ARTICLE VII

CONCERTED ACTIVITIES

- A. During the term of the Agreement, the Association, in consideration of the terms and conditions of this Agreement, will not engage in or instigate any strike, work stoppage or any concerted refusal to perform contractual work duties as required by the Agreement.
- B. During the term of the Agreement, the District, in consideration of the terms and conditions of this Agreement, will not authorize or permit any lockout of bargaining unit members covered by this Agreement.
- C. In the event the Association violates this Article, the above constitutes a clear, specific waiver of its rights and the rights of employees it represents under Education Code Section 45060. Neither the submission of this Agreement nor its expiration or

violation shall prejudice the District's legal position that the activities prescribed herein are or may be independent violation of the law, i.e., illegal notwithstanding this Article.

ARTICLE VIII

REQUEST FOR ADMINISTRATIVE REVIEW

- A. Any request for administrative review regarding an employee shall be reported using Form A-76. (See Appendix B., Section A).
- B. The written complaint (Form A-76) shall immediately be given the involved employee, and s/he shall make his response in writing using Form B-76 (See Appendix B, Section B).
- C. After reading the attached complaint and the employee's response, an administrator shall make a recommendation using the bottom of Form B-76.
- D. The two forms (A-76 and B-76) shall remain attached and on file until the matter is closed.
- E. Failure by the involved employee to file a grievance shall not be construed as an admission by the employee that the allegations contained in the complaint are true.
- F. The District may dismiss an employee on the basis of substantiated allegations only, stated in a citizen or parent complaint.

ARTICLE IX

CONCLUSIVENESS OF AGREEMENT

Except for reopeners defined in Article XXX - Agreement, the District and the Association agree that this agreement constitutes the full and entire contract between the parties, and neither side shall be obligated to negotiate additional items except by mutual agreement.

ARTICLE X

PERSONNEL FILES

- A. The District shall base action against a employee only upon materials which are contained in such employee's personnel file and placed in the file within ten (10) days of an administrator's knowledge of the incident giving rise to such materials, and after the employee has been notified at such time that such materials are being place in the file.
- B. Unless otherwise agreed to by the involved employee, a employee's personnel file shall not include ratings, reports or records which (1) were obtained prior to the employment of the employee; (2) were prepared by identifiable examination committee members; or (3) were obtained in connection with a promotional examination.
- C. An employee shall be provided any negative or derogatory materials before said materials are placed in his/her personnel file. S/he shall also be given an opportunity during the school day and with reasonable compensated release time to initial and date the materials and to prepare written responses to such material. The written response shall be attached to the materials.

- D. The employee shall be permitted to examine and/or obtain copies of materials in such employee's personnel file. A representative of the Association, upon written authorization by the employee, shall be permitted to examine and/or obtain copies of materials in such employee's personnel file. A representative of the Association, upon written authorization by the employee, shall be permitted to examine and/or obtain copies of materials in such employee's personnel file.
- E. The person or persons who draft and/or place materials in a employee's file shall sign the materials and signify the date on which such material was drafted and placed in the file.
- F. The District shall keep a log indicating the persons who have requested to examine a personnel file as well as the dates of such requests were made. Such log shall be available for examination by the employee or his Association representative, if so authorized by the employee.
- G. Access to personnel files shall be limited to the members of the District administration on a need-to-know basis. Board of Education members may request the review of a employee's file at a personnel session of the District board. The contents of all personnel files shall be kept in strict confidence. (E.C. 44031)
- H. Personnel records maintained by Kingsburg Joint Union High School District, following proper documentation and filing procedures, are retained indefinitely. However, negative or derogatory information which was filed prior to 03/15/93 shall be removed completely from district records three (3) years from the date of which said information was placed in the file by the principal or the superintendent.
- I. There shall be within each employee's personnel file a section which shall be referred to as an "inactive file". Information of a negative or derogatory nature shall be placed

into this inactive file 3 years from the date it was placed in the personnel file by the principal or the superintendent. This inactive file shall be held within a sealed catalog envelope. This envelope shall be labeled "Inactive File". Access to this file requires written notification to the employee prior to review of said file. Opening and reviewing the inactive file shall be limited to current situations directly involving potential disciplinary action to the same employee, and that resolution of this matter cannot be accomplished without access to this inactive file.

ARTICLE XI

CERTIFICATED EMPLOYEE EVALUATION

- A. It is understood and agreed by the parties that their principle objective is to maintain or improve the quality of education in the District.
- B. The District accepts as a fundamental premise for a successful evaluation program the necessity for mutual respect and confidence to exist between the evaluator and those evaluated. The District will fund the necessary training for those engaged in the process of evaluating to assure sufficient competence to achieve this respect and confidence.
- C. Evaluation Procedure
 - 1. Every probationary certificated employee shall be evaluated by the administration in writing at least twice each school year, no later than March 1.
 - 2. Every permanent certificated employee shall be evaluated by the administration in writing every other year, no later than April 1 of the year in which evaluation takes place. Additional evaluations may be conducted as necessary.

3. Every employee serving in the capacity of an athletic coach shall be evaluated by the administration in writing every year, no later than 30 days following the close of their season. Additional evaluations may be conducted as necessary.
4. The administration and the Association Professional Relations Committee shall meet and mutually agreed to any changes in all evaluation instruments prior to the commencement of evaluations.
5. Each evaluation shall be based upon at least one observation, to be the first twenty minutes or longer of the period, and shall be followed by an evaluation conference in which the evaluator and the certificated employee shall review the observation(s) and what is incorporated into the written evaluation. At least three observations shall take place prior to any negative comments or judgments being included in the summary evaluation.
6. Any certificated employee who receives a negative evaluation shall, upon request, be entitled to a subsequent observation, conference and written evaluation [maximum of four (4) per year] as prescribed above. Such entitlement shall continue after each written evaluation until the problems cited in the evaluation are resolved.
7. The certificated employee's evaluator shall take affirmative action to correct any cited deficiencies. Such action shall include specific recommendations for improvement, direct assistance in implementing such recommendations, and release time for the certificated employee to visit and observe other similar classes.

8. Non-administrative certificated personnel shall not be required to participate in the evaluation and/or observation of other certificated personnel without in-service training.
9. Each certificated employee shall assess his or her own performance, and it is agreed that the substance of such self-assessment shall not adversely affect his or her job security, and that such employee is not required to reveal such self-assessment, except to evaluative personnel. Placement of the self-evaluation in the file of the certificated employee shall be done only on the request of the evaluatee.
10. The evaluator shall base his/her evaluation of a certificated employee on information which was collected through the direct observation of such employee.
11. Copies of completed evaluations shall be forwarded to the Superintendent for placement in District file.

ARTICLE XII

CURRICULUM AND INSTRUCTION

- A. The District and Association recognize the importance of adequate teaching reference materials in maintaining a high level of professional performance. In furtherance of that recognition, the District shall establish, maintain, and provide for the continued improvement of a professional instructional materials center, called the Curriculum Center, to be maintained in the library/media center by the library staff. A committee appointed by the Association shall annually determine the materials to be placed in the Curriculum Center.

B. There shall be a Council on Instruction and Curriculum Development. This Article will be in conformance with Article III paragraph A. 10., 11., & 12. of this Agreement in that the Council is an advisory body only and the District retains responsibility for curriculum.

1. "Curriculum" is defined as any program of instruction which is carried on by the District.
2. "Instruction" is defined to include all aspects of the teaching-learning situation, either in the school or under the sponsorship of the District.
3. The purposes and functions of the Council shall be as follows:
 - a. To engage in planning the continuous improvement of curriculum and instruction:
 - (1) To evaluate programs now in operation;
 - (2) To identify problems relating to curriculum development and instruction;
 - (3) To stimulate and conduct studies and research;
 - (4) To assist in finding consultant help when needed;
 - (5) To make recommendations based upon results of study and research;
 - (6) To make recommendations on the adoption of textbooks, library books, and other instructional materials.
 - b. To provide additional means of communication among the faculty members on matters relating to curriculum and instruction.
 - c. To serve as a representative group for preliminary screening of projects.

- d. To provide additional means of coordinating programs of instruction and curriculum.
 - e. To assist in planning the utilization of special resource planning.
 - f. To assist in planning in-service training programs such as workshops, demonstrations, and visitations.
 - g. To study and make recommendations on all changes in the curriculum or instruction before such changes are adopted.
4. The Council shall be composed of four (4) faculty members appointed by the Association and two (2) administrators, one (1) who serves as the elected representative to the Area Wide Curriculum Council, and one (1) counselor appointed by the District. The Council may also include one (1) board member, two (2) parents, each to serve alternating two (2) year terms, as advisory non-voting members selected by mutual agreement of the Association and the District.
5. In order to ensure the continuity of curriculum and adherence to stated goals and objective, the Council shall do the following:
- a. At the first meeting of each school year, the Council shall ask the Board of Trustees for a statement of long-term and short-term goals and objectives. If the Board does not respond in writing within one month, the Council shall proceed using the last available set of written goals and objectives.
 - b. At the Council's initial school year meeting, they shall review the previous year's accomplishments to make sure all programs and policies established the previous year are carried out and maintained.

All programs and policies established by the Council shall be kept on file. At the end of each school year, the file shall be given to the chairperson, who shall be sure the chairperson of the next year's Council receives it.

- c. At the last Council meeting of the year, the Council shall review problems and policies established during the school year and submit a report to the Board and the Association President. The Council shall include this statement on file, thus ensuring its review at the first meeting of the Council the following school year.

ARTICLE XIII

CLASS SIZE

- A. Class size will be maintained commensurate with grade level, subject matter, and District ability to finance.
- B. In no event after the first two weeks of instruction shall individual class size, per employee, per subject areas as listed below, as an average, exceed the following maximums, except in traditional large group instruction or experimental classes, without the approval of the instructor and the notification of the Association:

English	25
Remedial	20
Reading	18
Social Studies	30
Mathematics	25
Remedial	20

Science	24
Foreign Language	25
Business	30
Keyboarding	32
Industrial Tech (Intro)	24
Wood Shop	18
Drafting	24
Metal Shop	24
Auto Shop	24 Determined by # of work Stations
Homemaking	24
Music	Maximum at discretion of instructor and district
Art I	30
Ceramics/Sculpture	25
Drawing/Painting	25
Physical Education	50
Agriculture Mechanics	24
Agriculture Science	24
Independent Study Programs	5
Special Education	Determined by law
Continuation Education	18
AP Courses	Maximum at discretion of Instructor and District

The ratio of pupils to total classroom employees within the District will be 25 to 1 or less.

- C. After consultation with the Association, the assigned classes which exceed the above maximum standards shall be equalized after a departmental meeting is held, at which time the additional pupils will be distributed as equally as possible among the employees assigned to that grade level or subject area.

If the department is unable to make a remedy by reassignment to other classes of same grade level or subject area the problem shall be presented to the Curriculum Council for review of the need for additional class offerings.

ARTICLE XIV

TEACHING CONDITIONS

- A. Based upon the District's ability to finance, it agrees to place at the disposal of every employee word processing and duplicating equipment to prepare instructional materials. This equipment shall be maintained at District expense. In addition, the District shall provide each employee with the following:

1. A desk.
2. Markboard space in every classroom.
3. Storage space in each classroom for instructional materials.
4. Adequate materials required for the employee in daily teaching responsibility.
5. Lockable storage space.
6. Computer and printing capability.
7. Pencil sharpener

- B. The District shall make available adequate lunchroom, restroom, and lavatory facilities exclusively for employee use and at least one room, appropriately furnished, which shall be reserved for use as a faculty lounge.

- C. Private telephone facilities shall be made available to employees for their reasonable use.
- D. Off-street, paved, parking facilities shall be provided, and properly maintained and identified as being for the exclusive use of employees.
- E. Every unit member shall report unsafe working conditions to the Building Principal. If, upon investigation, the District determines that an unsafe condition exists, the District shall correct the unsafe situation. Upon teacher request, an alternative classroom setting will be provided temporarily if available.
- F. The District shall make every effort to see that existing and future heating and air-conditioning units in instructional areas are maintained in optimum running condition in a manner for which they were designed. Upon teacher request, an alternative classroom setting will be provided temporarily if available.
- G. Employees shall not be adversely evaluated as a result of the District failing to provide adequate supplies and teaching materials.

ARTICLE XV

PERSONAL AND ACADEMIC FREEDOM

- A. The District shall not inquire into, nor predicate any adverse action upon a employee's personal, political and organizational activities or preferences.
- B. It is recognized and agreed that the welfare of students is served through the introduction and open exchange of ideas, materials, and positions which might be deemed to be unpopular or controversial.

- C. The District shall recognize that the employee, as a professionally-trained educator, shall have use of materials and subject matter in the classroom which have department and District approval.

ARTICLE XVI

DUTY SCHEDULE (HOURS)

- A. Schedules for all staff are established by the Building Principal.
- B. The length of the employee work day, including preparation time, lunch, relief period and time required before and after school shall not exceed 7½ hours.
- C. No employee shall be required to report for duty more than twenty (20) minutes before the beginning of the students' school day, or to remain on duty more than ten (10) minutes after the close of the students' school day.
- D. The Building Principal may extend or alter the employee's duty day beyond the prescribed time for:
1. Parent and student conferences;
 2. Regularly scheduled staff meetings;
 3. "Back-to-School" nights;
 4. State and Federal program requirements and accreditation;
 5. Extra curricular assignments;
 6. Committee and departmental meetings;
 7. In-service/staff development meetings;
 8. Spring activity schedule.

- E. Staff members may be authorized by the Building Principal to leave the school premises for school-related activities such as home calls, committee meetings, etc., or for personal emergency reasons.
- F. Employees shall have not more than thirty (30) teaching periods per week. If requested by the District, a employee may choose to waive his preparation period for monetary compensation based on an hourly rate determined by his annual salary schedule placement.
- G. With respect to the faculty meetings referred to in paragraph D. of this Article, the administrator who calls such meetings shall provide the employees with a tentative agenda for the meeting at least one (1) day before such meeting is held and shall also permit the Association, to place items on the agenda.
- H. One period of the instructional day shall be designated for preparation and planning.
 - 1. Special bell schedules or special circumstance as determined by the district management may necessitate an occasional loss of the preparation and planning period.
 - 2. It is understood that each employee may be requested to assume temporary, employee-substitution assignments during the preparation and planning period.
 - 3. District management shall make reasonable effort not to allocate temporary employee substitution assignments for a employee who is scheduled to be gone for more than two periods. If a unit member is going to be absent for three (3) or more periods, reasonable effort shall be made to provide a substitute. All temporary employee substitutions shall be assigned on an equitable rotation basis among teaching personnel.

4. Off campus use of preparation and planning periods shall have prior approval of the Building Principal.
5. The district shall provide a special preparation period for one certificated member assigned the following assignments: Publications, Music, Athletic Director, activities director/assistant, and Agriculture. Compensation for loss of any of the aforementioned preparation periods shall be as for teaching extra periods, 1/6 of salary per full period, in addition to the unit member's salary. This compensation is in addition to the presently paid stipend shown in the salary schedule.

ARTICLE XVII

EXTRA TEACHING DUTIES

- A. Extra teaching duties which are required by the District include supervision of student dances and non-coaching assistance with sporting events. The District shall attempt to fill extra teaching duties by seeking employee preferences through the use of the current seniority/lottery selection system before requiring individuals to perform such tasks.
- B. Voluntary field trip assignments shall be considered part of the teaching duties and are not covered within this Article.
- C. Assignment shall be made by the District equitably for eighteen hours of extra teaching duty. Certificated employees are to receive payment on the certificated salary schedule as established through the 1998-99 negotiations agreement. For any additional hours of extra teaching duty beyond the eighteen (18) hours, the member

may elect to receive pay in dollars or compensation time according to the following schedule at the current extra duty hourly rate.

5 hours = one day

4 hours = 2.5 blocks

3 hours = 1.5 blocks

2 hours = 1 block

1 hour = 0.5 block

- D. Serving as advisor to active clubs as designated by the Activities Director, and classes, is considered extra teaching duty by the District and the Association. Hourly extra duty credit for such services is as follows:

<u>Clubs</u>	<u>Hourly credit per Advisor</u>
Art Club	18
Astronomy Club	18
CSF	18
Drama Club	18
Key Club	18
Computer Club	18
Pink Ribbons of Hope Club	18
Multicultural Club	18
Mu Alpha Theta	18
Pre Law Club	18
Pre Med Club	18
Teachers of Tomorrow	18
Academic Block K	18

Class Advisors

Freshmen	1 @ 18
Sophomores	1 @ 18
Junior	1 @ 18
Senior	1 @ 18

Additions, deletions and/or changes or this schedule can be made during the term of this Contract upon the written mutual agreement of the District and the Association.

- E. Department chairpersons shall be paid \$47.91 x number of sections (\$239.55 divided by 5 periods = \$47.91).
- F. Department chairpersons shall be selected by the District after consultation with department members. Departments involved are as follows: Agriculture, Art, Business, English, Industrial Tech, Foreign Language, Mathematics, Music, Physical Education, Special Ed, Science, Social Science, AVID and Alternative Education.
- G. Department chairperson assignments shall be made no later than five (5) school days prior to the due date of department budgets for the following school year, and in no event later than May 1 of the school year prior to the one in which the unit member is to serve as chairperson.

ARTICLE XIII

SCHOOL CALENDAR

- A. The length of the school term, as provided in Section 41420 of Education Code, shall be 180 days. Three (3) additional non-teaching duty days may be added to the beginning of the school calendar for not more than a total of 183 days. New

employees to the District may be required to attend two (2) additional duty days for orientation.

- B. By Dec. 1, the Building Principal will review proposed calendars with staff allowing for input prior to its adoption.

ARTICLE XIX

SUMMER SCHOOL/ADULT SCHOOL

- A. Anticipated summer school positions shall be posted by the District via email no later than May 1.
- B. Tentative summer school assignments shall be made no later than the third Friday in May.
- C. Anticipated adult school vacancies for the ensuing school year shall be posted via email no later than June 1. Such anticipated vacancies for the second semester shall be similarly posted no later than December 1.
- D. Tentative adult school assignments for the ensuing school year shall be made no later than August 1. Tentative adult school assignments for the second semester shall be made no later than January 15.
- E. Notification of assignment to summer school and adult school shall be in writing and shall include the location of the assignment and the subject to be taught.
- F. The district shall make summer school and adult school assignments as follows:
 - 1. Classroom employees shall be given priority in filling classroom teaching positions.
 - 2. Counselors shall be given priority in filling counseling positions.
 - 3. Librarians shall be given priority in filling librarian positions.

4. Priority within each of the three categories enumerated above shall be given on the basis of District-wide seniority, District summer/adult school seniority, and the credentials to perform the services required.

ARTICLE XX

EMPLOYEE TRAVEL

A. Regarding Employee Travel

1. Multi-site assignments will be made only after consultation with the employee involved.

B. Use of School Vehicles

1. School vehicles will be assigned to extended trips when and if available. Authorization for vehicle use is to be obtained through the Building Principal and the Director of Transportation.
2. All authorized district travel may utilize District vehicles. If not available, a District credit card may be assigned for the employee to use on a personal vehicle.
3. All travel arrangements involving credit cards or mileage reimbursement must be approved in advance.

C. Mileage

1. Mileage allowance for use of a private vehicle for school business must exceed 20 miles per month and will be reimbursed at the prevailing District rate.
2. A daily log of mileage must be kept and a formal claim submitted to the Business Office via the immediate supervisor at the end of each calendar month. Mileage claims beyond a one-month period will not be honored.

ARTICLE XXI

LEAVES

A. The benefits provided employees and retired employees by the Education Code are incorporated into this Agreement except as supplemented in this Article.

1. Sick Leave

- a. Full-time Unit members shall be entitled to ten (10) days with full pay each school year for sick leave. Unit members who work less than full-time shall be entitled to that portion of the ten (10) days leave as the number of hours per week of schedule duty relates to the number of hours for a full-time unit member in a comparable position.
- b. Unused sick leave shall accrue from school year to school year.
- c. Each unit member shall be notified of the accumulated leave by no later than October 1 of each school year.
- d. Should a employee resign or retire, s/he shall be compensated, in accordance with the law, with any differences between sick leave earned and sick leave used.
- e. The District may require a physician's verification of illness if a employee has been on sick leave for ten (10) or more consecutive days. If the physician's report concludes that the absence is not sufficiently severe to warrant continued absence, the administration, after notice to the unit member, may refuse to grant additional leave. If requested by the District, a unit member shall not return to work until s/he submits a medical doctor's authorization to return to work.

- f. After all earned leave as set forth in (a) and (b) above is exhausted, leave shall be available for a period not to exceed five (5) school months. The amount deducted for leave purposes from the unit member's salary shall be the amount actually paid a substitute employee employed to fill the position during the leave, or, if no substitute is employed, the amount which would have been paid to a substitute.
- g. Whenever possible, a unit member must contact his/her immediate supervisor as soon as the need to be absent is known, but no less than one (1) hour prior to the start of the work day to permit the employer time to secure a substitute service. Failure to provide adequate notice shall be grounds for denial of leave with pay.
- h. A unit member shall have one-sixth (1/6) of a day deducted from accumulated leave, for each single period absence. A unit member who is absent for more than twenty-five (25) minutes from any single period shall be considered absent a full period. The District shall not be required to allow more than two (2) instances per semester of a unit member being absent twenty-five (25) minutes or less without having a deduction made from accumulated leave.
- i. A unit member who does not notify the school of his/her intent to return to work by the close of the preceding instructional day (not Fridays), Monday through Thursday, shall remain on sick leave status for the succeeding day.

- j. An employee who is required to be absent from school for part of a school day on several occasions may work out a deduction in sick leave mutually agreeable to the district and the employee. (An example of the use of this provision would be an employee who has orthodontia appointments and arranges these appointments to be early morning rather than midday requiring less substitute time.)

2. Pregnancy Disability Leave

- a. Unit members are entitled to use sick leave as set forth in A-1 and A-1 for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions governing leave of absence from other illness or medical disability. Such leave shall not be used for child care, child rearing, or preparation for child bearing, but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the unit members and the unit member's physician; however, the District management may require a verification of the extent of disability through a physician's examination.
- b. Unit members are entitled to leave without pay or other benefits for disabilities because of pregnancy, miscarriage, childbirth, or recovery therefrom when sick leave as set forth in 1 (a) and (b) has been exhausted. The date on which the employee shall resume duties shall

be determined by the unit member on leave and the unit member's physician; however, the District may require a verification of the extent of disability through a physician's examination.

- c. The unit member on leave for pregnancy disability shall be entitled to return to a position comparable to that held at the time the leave commenced.

3. Child-Rearing Leave

Upon request, the District shall provide a male or female employee who is the natural or adopting parent a leave without pay for the purpose of rearing his or her infant. Such leave shall remain in effect at least until the end of the semester following the birth of the child or the date of adoption and no longer than the end of the second semester following the birth of the child or date of adoption. An employee shall notify the District that he or she intends to take such leave at least four weeks prior to the anticipated date on which the leave is to commence.

- a. A unit member who teaches at least one full semester (90 teaching days per year) shall receive the annual increment, accrual of seniority for layoff or reduction in force purposes and credit for probationary employees in earning tenure status.
- b. The unit member shall receive all health benefits to the extent that the employee reimburses the District for said benefits.
- c. The unit member shall notify the District at least four (4) weeks prior to the beginning of the semester teaching duties are to resume.

d. The unit member on leave shall be entitled to return to a position comparable to that held at the time the leave commenced.

4. Personal Necessity Leave

a. Leave which is credited under 1 (a) of this Article may be used, at the unit member's election, for purposes of personal necessity, provided that use of such personal necessity leave does not exceed six (6) days in any school year.

b. For purposes of this provision personal necessity shall be limited to the following: (1) death or serious illness of a member of the unit member's immediate family; (2) an accident which is unforeseen involving the unit member's person or property, or the person or property of a unit member's immediate family; (3) appearance in court as a litigant; (4) essential business or civic endeavor or activity, provided that under no circumstances shall leave be available for purposes of personal convenience or for the extension of a holiday or a vacation period, for matters which can be taken care of outside the work hours, or for recreational activities.

c. Before the utilization of personal necessity leave, a unit member shall obtain prior written approval from the administration except for cases of (1) and (2) in Section (b) above. Should the circumstances outlined (1) and (2) arise, the employee shall make every effort to comply with District procedure to enable the District to secure a substitute. The district shall provide a permission form.

5. Personal Leave Day

a. Three (3) personal days per school year may be granted to employees for personal use without loss of pay.

(1) Two (2) of the three (3) may be considered a Compensation Day. (01-19-94)

b. Personal leave days must be applied for in writing three days in advance except in cases of emergencies. Approval shall be granted by the administration based upon the written request form, and provided conflicts, as outlined in (c) and (d), do not preclude the granting of the leave. No explanation for request is required.

c. A personal leave day shall not be granted for the first and last days of the school year (emergencies excepted).

d. No more than three employees may make this election on the same day. This non-accumulative personal leave day will be deducted from sick leave when the option is exercised.

e. No request for this personal leave day may be made prior to 8:00 A.M. on the first day of school each school year.

6. Bereavement Leave

a. A unit member shall be entitled to a maximum of three days leave of absence without loss of salary on account of the death of any member of his/her immediate family. An additional two days will be granted with no loss of salary if member travels out of state or more than 300 miles one way as a result of the above death.

- b. For the purposes of this provision, an immediate family member shall be defined as a relative of the employee or his/her spouse and shall be limited to mother, father, grandmother, grandfather, grandchild, foster child, step parent, sister, brother, son, daughter, son-in-law, daughter-in-law or step children. Any other person living in the immediate household of the employee is also covered by this provision.

7. Industrial Accident Leave

Unit member shall be entitled to industrial accident leave as provided in Education Code Section 44984.

8. Judicial Leave

- a. Unit members will be provided leave for regularly called jury duty and to appear as a witness in court, other than as a litigant, for reasons not brought about through the convenience or misconduct of the unit member. The unit member shall submit a written request for an approved absence no less than ten (10) days prior to the beginning date of the leave or as a witness.
- b. The unit member, while serving jury duty, will receive pay in the amount of the difference between the unit member's regular earnings and any amount received for jury service.
- c. If released prior to the end of the regular duty day, the unit member will contact the superintendent or the site principal who will ask the member to return to school or release the member for the remainder of the day.

9. Sabbatical Leave

- a. After completing seven (7) consecutive full school years of service, a unit member will be eligible to apply for a leave of absence not to exceed a one-year period, or leave of absence in separate six-month periods or separate quarters provided that such is commenced and completed within a three-year period.
- b. Applicants for sabbatical leave must submit their request on the Sabbatical Application Form by no later than March 1 of the school year preceding the school year in which the leave is requested.
- c. Subsequent to the Superintendent's recommendation, the Board of Trustees may grant leave based on the following conditions: (1) the financial status of the District; (2) benefit of the proposed leave to the educational process.
- d. Unit members on sabbatical leave shall receive one-half of their salary they would have been paid during the period of leave, and the appropriate salary schedule placement which would have been granted had the unit member not been on leave. No other compensation, benefit, or seniority credit will be granted except as noted (d) (1) to those on leave, except that the unit member will be entitled to return to a position comparable to that which was held at the time of granting of leave.
 - (1) An employee on Sabbatical Leave of Absence will receive during his/her leave all employee fringe benefits.

(2) Through mutual agreement with the District, a bargaining unit member may elect to have the District provide the full time equivalent of contribution for the employee's and the district's portion of retirement in lieu of the benefits indicated in subpart (1) of this section "fringe benefits". In no event shall the cost of this provision exceed that of the benefits outlined in sub part (1) (Article XXI, A., 9, d, (1)).

- e. The terms and condition of the leave shall be agreed upon in writing, and shall include, but not be limited to the following items: An indemnification bond for failure to successfully complete the sabbatical program or to render the necessary post-leave service; a stipulation to a post-leave service of not less than two (2) full years for a full year leave, and one (1) full year for a one-half year leave; the description of the sabbatical program; and, appropriate reporting procedures as may be designated by the Superintendent.

10. Study Leave

The District may grant a tenured employee an unpaid leave of absence to pursue educational improvement and advancement. Such leave shall be for a minimum of one (1) semester and a maximum of one (1) school year.

- a. A employee shall apply on the Study Leave Form to the District for such leave no later than six (6) weeks before its anticipated commencement.
- b. A employee on Study Leave shall be entitled to the same benefits accorded in Section 3 (a), 3 (b) and 3 (c) of this Article.

- c. Subsequent to the Superintendent's recommendation, the Board of Trustees may grant leave based on the following conditions: (1) the financial status of the District; (2) benefit of the proposed leave to the educational process.

11. Inservice Leave

- a. An employee may apply on to appropriate form for two (2) days of paid leave each school year for the purpose of improving performance. Such leave may be used to visit classes in other schools or attend conferences.
- b. Visitation requests must be submitted to the building principal five (5) days in advance of the proposed visit.
- c. Conference requests, including Association Conferences, must be submitted to the Building Principal. Conference requests shall be jointly approved by the principal and superintendent.
- d. The District shall maintain a fund of at least a minimum of \$2,000.00 for assisting certificated staff to cover costs of approved conferences.

12. Other Leave Without Pay

- a. Upon recommendation of the Superintendent and approval by the Board of Trustees, leave without compensation, increment, seniority or tenure credit, may be granted for a period of one school year for the following purposes: Peace Corps; care for a member of the immediate family who is ill; long-term illness of the unit member; or service in an elected public office.

- b. The applications for and granting of such leave of absence shall be in writing. In addition, a unit member on such leave shall notify the District Personnel Office by March 1 of the school year as to an intent to return to employment in the District. Failure to so notify will be considered an abandonment of position.

13. Compensation Leave Day

- a. A compensation leave day shall be earned for each set of five (5) administratively-assigned substituting periods.
- b. Unused credit for administratively-assigned substituting periods shall accrue from school year to school year not to exceed one full day or five (5) hours.
- c. Employees not wishing to substitute during their conference/preparation period must notify the Principal in writing before the third day of classroom instruction for students.
- d. In cases of emergency, the District reserves the right, after making an effort to obtain volunteers, to assign those referred to in (b.) above.
(An emergency occurs when no other certificated employee is available after reasonable effort has been exercised to procure one.)
- e. An employee may waive any earned compensation leave and receive a supplemental payment equal to the prevailing full day substitute employee salary for each earned compensation day.
- f. No deduction from accumulated sick days or other leave shall be made as a result of the using of this earned compensation day or the receipt of payment for waiving any compensation day.

ARTICLE XXII

TRANSFERS

- A. For purposes of this provision, “transfer” shall be defined as a permanent change in worksite from one school site to another or from one school department to another. This policy shall not apply to reassignments within the same school site and school department.
- B. Notices of vacancies, except in need for immediate hiring, shall be posted for at least fifteen (15) days on the Association bulletin areas and emailed to all certificated staff prior to hiring. Such notices shall be posted as soon as the District determines that a vacancy exists and shall include the position, description and location, grade level or subject matter assignment, and credential requirement.
1. Two (2) copies of all notices of vacancies shall be mailed to Association officers at the same time as they are posted.
 2. In cases of need for immediate hiring, the Association shall be notified by phone.
 3. Years of service to the District will be given every consideration.
 4. If a unit member’s request for transfer is denied or approved the unit member, upon request, shall be granted a meeting with the administrator who denied or approved the request to discuss the reason for the decision.

ARTICLE XXIII

TEMPORARY EMPLOYEES

- A. Section 44919 through 44921 of the Education Code are incorporated into this Agreement and supplemented as follows:
 - 1. Such employee shall be entitled to all benefits provided for in this Agreement, except those provided in Article XXIII “Transfers.”

ARTICLE XXIV

SALARIES

- A. The salary schedules and salary classifications requirements of all employees are set forth in Appendix A, attached.
- B. The payroll period shall be defined as monthly, beginning with September 30. Salary payments shall be made on the last day employees are required to work during a payroll period, except when prohibited by scheduled school holidays. Supplemental salary payments for services in addition to the employee’s regular assignment shall be included with the regular payroll.

ARTICLE XXV

MAINTENANCE OF BENEFITS

- A. For the term of this Agreement, the District will maintain health and welfare benefits.
- B. Those benefits include the following items:
 - 1. Health Insurance (SISC)
 - a. The District shall provide all full-time unit members and their dependents with a 100% health service insurance plan. The district

contribution limit will be \$15,500 per year, and costs beyond that limit will be incurred by the employee. Any savings to the District below the \$15,500 limit will be reimbursed to the employee.

2. Dental Insurance (Delta)

- a. A dental plan shall be provided by the District for all full-time unit members and their dependents. The cost of the plan shall be included in the \$15,500 per year District contribution limit.

3. Vision Care Plan

- a. A vision care plan for all full-time unit members shall be included in the \$15,500 per year District contribution limit.

4. Professional Organizations

- a. Dues for one (1) department professional organization will be paid for each department annually. (Not to exceed \$200 per department annually.)
- b. Department members must specify desired organization by May 1 for the following year.

- 5. The District agrees to allow Bargaining Unit Members to elect individually whether they shall become eligible for Medicare coverage as provided for by AB 265, and Government Code Section 22009.03 et seq. The election shall be conducted pursuant to the rules and regulations promulgated by the Public Employee Retirement System.

C. Retirement

1. Any full-time unit member aged 55 to 64, and having 20 years of District service may choose to retire with the District continuing to provide all health, dental or other current benefits to age 65.
2. Upon a retiree reaching age 65, the District shall provide the aforementioned benefits with the retiree reimbursing the District for the benefit package premium at the current group rate which is in effect at the time the retiree is utilizing said benefits.

D. Liability

An employee requesting permission to transport students in his/her personal automobile to school-related activities is required to complete the "Private Car Travel Check" form. The inspection of the vehicle will occur prior to the event by Kingsburg High School maintenance personnel. When completed, this document will serve the purposes of (1) car check, (2) written permission, and (3) employee indemnification. The "Private Car Travel Check" form is set forth in Appendix C.

ARTICLE XXVI

PROFESSIONAL DUES AND PAYROLL DEDUCTIONS

- A. The Kingsburg Joint Union High School Employees Association as the recognized exclusive representative will enjoy the rights of payroll deduction of its membership dues. The Association will furnish to the District Payroll Department a list of paying members by October 15 of each year with proper authorization. Deductions for assessments, initiation or other fees, if not included in the annual authorization, will not be deducted.

- B. Upon appropriate written authorization from the employees, the Board shall deduct from the salary of that employee and make appropriate remittance for annuities, credit union, saving bonds, insurance in an approved group plan, or any other plans or programs jointly approved by the Association and the Board.
- C. Pay checks may be disbursed to banks upon individual request. Deposit form(s) and other necessary information must be provided by the individual.

ARTICLE XXVII

MISCELLANEOUS PROVISIONS

- A. Any individual contract between the District and an individual employee heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement.
- B. This Agreement shall supersede any rules, regulations, or practices of the District which are or may in the future be contrary to or inconsistent with its terms.
- C. All employees who participate in the production of tapes, publications or other produced educational material during duty days shall retain equal residual rights should they be co-written or sold by the District.
- D. Within thirty (30) days after ratification of the Agreement by both parties herein, the District shall have 75 copies prepared for distribution at an Association and District-conducted in-service.
- E. The provisions of this Agreement shall not be interpreted or applied in a manner which is arbitrary, capricious or discriminatory. Rules which are designed to implement this Agreement shall be uniform in application and effect.

- F. An employee's notification to the Board that he intends to resign shall remain revocable until such time as the Board takes action on such notification.
- G. An employee will be released from his or her individual employment contract with the District upon providing the District thirty (30) working days notice and further provided that the District can hire a qualified employee to start employment within or at the conclusion of the notification period.

ARTICLE XXVIII

NEGOTIATION PROCEDURES

- A. After compliance with Section 3547 of the Government Code and subsequent to March 1, the parties shall meet and negotiate in good faith to reach agreement on negotiable items.
- 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 officer, individual representatives, or committees.
- D. The District and the Association shall agree to no fewer than two hours of negotiations per week until completion. Negotiations shall take place at mutually agreeable times and places.
- E. Either party shall be limited to two (2) persons on its negotiating team for all negotiating sessions. No temporary substitutions for team members shall be made. One (1) Board member shall be admitted as an observer only. The Association's two (2) representatives shall each receive a total of 12 hours of release time without loss of compensation to attend negotiations. After the release time has been exhausted, negotiations will take place after duty hours.

F. The District shall furnish the Association President, upon request and subject to availability, free-of-charge one (1) copy of each of the following items:

1. The annual audit;
2. The General Fund Budget, including income, expenditure, restricted fund and tax rate pages and all subsequent revisions.
3. The November 1 tabulation of the number of personnel at each place on the teacher's salary schedule;
4. Additions to or deletions from the employee bargaining unit as they occur;
5. Agenda and supportive documents, except for executive session items for all District meetings.

Negotiation ground rules shall be mutually agreed upon at the beginning of the first negotiation session.

G. The parties hereby agree that there will be no duty to negotiate during the term of this Agreement on items within the scope of negotiations unless by mutual consent.

ARTICLE XXIX

AGREEMENT

The minimum length of this Agreement shall be from July 1, 2014 to June 30, 2016. Procedures to open negotiations for the following years shall be as outlined in XXIX, Negotiation Procedures, of this Agreement.

The following are agreed upon reopeners:

2014-2015 Negotiations completed.

2015-2016 Negotiations Complete.

July 1, 2016 For a successor agreement.

Mark Jensen

**KINGBURG JOINT UNION HIGH
SCHOOL TEACHER ASSOCIATION**

Brent Lunde

**KINGSBURG JOINT UNION HIGH
SCHOOL BOARD OF TRUSTEES**

Date

Date

APPENDIX A

TEACHERS' BASIC SALARY SCHEDULE

Effective Date: 2014-2015

- A. Classification by Professional Preparation
Employees shall be placed on the appropriate Class of the Salary Schedule in accordance with the degrees and advances preparation they have completed. Reassignment to a higher classification shall become effective at the beginning of the next school year after the new classification requirements have been met.
- B. Initial Step Placement
Employees shall be given credit on a year-for-year basis, not to exceed five (5) years, at the time of initial placement on the salary schedule for previous teaching experience. A higher initial placement on the salary schedule may be granted at the discretion of the Administration. Teaching experience for salary schedule placement purposes shall include all experience in positions requiring certification qualifications.
- C. Step Requirements
The advancement on the salary schedule shall be at the rate of one (1) step for each year of teaching experience. If an employee is employed for at least one (1) semester of a school year, he shall be given credit for one (1) year's experience for the salary schedule advancement purpose.
- D. Unit Conversion
Quarter units are converted to semester units by multiplying the quarter units by $\frac{2}{3}$. If this multiplication results in a fraction that when added to the other semester units is $\frac{1}{2}$ unit from the required units for qualifying for the next column, then the fraction shall be rounded up to the next whole number and the employee shall be placed on the next column.
- E. The District shall provide each employee with a statement of the number of units that the District has on file for them upon the employee's request.
- F. Certificated staff members will receive an additional five percent (5%) of their base salary per year of service beyond the twelfth (12th) Step of Column I and the fourteenth (14th) Step of Columns II, III and IV. (Approved 01-19-94)
- G. Negotiation Agreement between the Kingsburg Joint Union High School District Teachers Association and the Kingsburg Joint Union High School District board of Trustees—2011-2012:
1. The Board of Trustees and KJUHSTA agree on a three percent (.03%) salary increase to the current salary schedule. Each salary schedule cell will be increased by three percent (.03%) effective July 1, 2011.

2. The Board of Trustees and KJUHSOTA agree on a health benefit contribution limit of \$15,000. Any savings to the District below the \$15,500 limit will be reimbursed to the employee.
3. The \$300.00 employee contribution for benefits will no longer be in effect beginning July 1, 2011.
4. All qualified current retirees will be “grandfathered” in on the current plan until age 65 and be exempt from the district contribution limit.
5. The district will restore department budgets as funds become available.

H. Negotiation Agreement between the Kingsburg Joint Union High School District Teachers Association and the Kingsburg Joint Union High School District Board of Trustees—2014-15:

1. 5% increase for the 2014-15 school year retroactive to July 1, 2014.
2. 4% increase for the 2015-16 school year.
3. Two additional coaching stipends. One for track and one for swimming to create a boy’s head coach and girls head coach.

**KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT
CERTIFICATED SALARY SCHEDULE
2014-2015 CURRENT
APPENDIX A**

STEPS	I BA & 30	II BA & 45	III BA & 60	IV BA & 75	V BA & 90
*0	46,545	46,545	46,545	46,545	46,545
1	47,397	48,679	50,665	52,652	54,638
2	48,679	50,665	52,652	54,638	56,404
3	50,665	52,652	54,638	56,404	58,609
4	52,652	54,638	56,404	58,609	61,808
5	54,638	56,404	58,609	61,808	63,832
6	56,404	58,609	61,808	63,832	65,859
7	58,609	61,808	63,832	65,859	66,553
8	61,808	63,832	65,859	66,553	68,540
9	63,832	65,859	66,553	68,540	70,529
10	65,859	66,553	68,540	70,529	72,515
11		68,540	70,529	72,515	74,501
12		70,529	72,515	74,501	76,484
13			74,501	76,484	78,469
14				78,469	80,457

ADDITIONAL PROVISIONS AND EXTRA DUTY PAY SCALE:

- 1) At initial placement, year-for-year credit given, not to exceed 5 years. A higher initial placement may be granted at the discretion of the administration.
- 2) Masters degree pays 2.5% in addition to placement on salary schedule.
- 3) .5% per year of service over 14 years in this district added to salary.
- 4) Adult education, Independent Study, Summer School pay is \$30.87 per hour
- 5) Extra duty assignment pay is \$27.12 per hour.
- 6) Substitute pay is \$100.00 per day, Long term \$105.00 per day (Effective 08/18/2008)
- 7) Extra duty stipends (One stipend per semester awarded to maximum of two teachers per department, Agriculture stipends will be awarded to each teacher fulfilling FFA adviser responsibilities.):

MESA	\$ 1,106	Newspaper	\$ 597 per semester
Agriculture	\$ 1,190 per semester	Mock Trial Team	\$ 1,021
Drama	\$ 1,190	Science Fairs	\$ 936 (Head)
Assistant	\$ 853	Team	\$ 806 - Assistant
(per major production - limit 2)		Speech Contest	\$ 410
Math Team	\$ 1,190 - Head	Yearbook	\$ 597 per semester
	\$ 853 - Assistant	Music	\$ 1,190 per semester
Department Head	\$ 272 per member	Athletic Director	\$ 4,528 annually
(272 divided by 5 periods = \$ 54.40			
\$54.40 x number of sections)			
- 8) Agriculture Teachers will be compensated for 40 days in addition to the regular 183 scheduled duty days. The 40 days may be worked on weekends, non duty days and summer months. Compensation will be unit member's daily rate according to the current salary schedule.
- 9) Teacher maybe placed on a Special Assignment. Compensation will be calculated as an additional period rate (6 On 6).
- 10) Library Media Teacher will be compensated for 5 days in addition to the regular 183 scheduled duty days. Compensation will be member's daily rate according to the current salary schedule.

- 1-Administration
- 2-Public
- 3-Employee

REQUEST FOR ADMINISTRATIVE REVIEW

Directions: This statement must be completed prior to any review or action by either the administration or the board of trustees. Please fill out completely where indicated, and return to school office. You will be notified as to further action which would request your presence.

1.0 Name: _____ Date: _____
Address: _____ City: _____
Telephone: _____

1.1 Are you a parent of guardian of a student at this school? Yes No

1.2 Are you an employee of the district? Yes No

2.0 Description

2.1 Please list the names of any school personnel who are directly related to this situation.

2.2 Indicate when this incident or situation took place:

2.3 Have you approached any school personnel other than the administration concerning this situation? Yes No

If yes, who? _____

2.3.1 List dates, if any, associated with 2.3 above: _____

2.4 Precisely describe the situation in concise terms that you wish to be reviewed:

2.4.1 Signature: _____ Date: _____

Copy: 1-Administration
2-Employee

3.0 Employee Response:

3.1 Date: _____ 3.2 Employee Signature: _____

4.0 Administrative Response (Principal):

4.1 Date: _____ Principal's Signature: _____

5.0 Administrative Response (Superintendent):

5.1 Date: _____ Superintendent's Signature: _____

5.3 The above recommendation will be presented to the board of trustees: ____

5.4

5.4.1 No board action is recommended: _____

5.4.2 Board review date: _____

6.0 Board action (if any)

7.0 Closure date: _____

KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT

Private Car Travel Check for Field, Athletic and Activity Trips

School Year

I, _____, will be using the automobile described
Name of Driver
below to transport students to _____
Sport/Activity
for _____.
Season/Event

Vehicle Make: _____	Model: _____
Vehicle Year: _____	Vehicle License Number: _____

Check box if
Requirement
Satisfied

Valid Driver's License

Driver's License Number Expiration Date

Proof of Insurance (*Must be in car*)

Insurance Company Policy Number Expiration Date

*MINIMUM COVERAGE: \$2,000 – Medical
 \$100,000 per occurrence / \$300,000 aggregate – bodily injury
 \$10,000 – property damage*

Safety Check (*self check*)

The following have been inspected and are in safe working condition:

TIRES BRAKES LIGHTS TURN SIGNALS

Seat Belts

A seat belt is available for each passenger. Each passenger will be required to wear a seat belt.

Driving Record

I certify that I have not had my license suspended during the last three years.

I am the registered owner of the vehicle described on this form and I authorize the driver, whose name appears below, to use this vehicle to transport him/herself as well as Kingsburg High School students. I certify that the information provided above is correct.

Driver of Vehicle

Owner of Vehicle