

AGREEMENT
BETWEEN
KELSEYVILLE UNIFIED SCHOOL DISTRICT
AND
KELSEYVILLE UNIFIED TEACHERS ASSOCIATION

FOR THE PERIOD
JULY 1, 2019 – JUNE 30, 2022
Board Approved 12/01/2020

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AGREEMENT

THIS AGREEMENT, hereinafter referred to as “the Agreement”, constitutes a bilateral and binding agreement by and between Kelseyville Unified School District, hereinafter referred to as "District", and Kelseyville Unified Teachers Association / California Teachers Association / National Education Association, hereinafter referred to as "Association".

RECOGNITION

At a public meeting on April 14, 1976, the Board of Trustees of Kelseyville Unified School District recognized Kelseyville Unified Teachers Association as the exclusive representative for the employees in the certificated unit.

Classroom Teachers
Special Day Class Teachers Resource Specialists Summer School Teachers
Early Childhood Education Teachers
Teachers on Special Assignment

DISTRICT RIGHTS

It is understood and agreed that all District's rights and functions, including its power and authority to direct, manage, and control the operation of the District, shall remain vested with the District, except as specifically and expressly abridged by the terms and conditions of this Agreement.

ARTICLE I: COMPENSATION

- A. The District will compensate employees for their services based upon the salary schedule in place during the contract year. A 2.0% salary increase shall be added across the board to the salary schedule effective July 1, 2020. Beginning with the 2020/2021 school year, the District agrees to add Loyalty Retention Compensation as follows: A 1.5% increase after 5 years (at year 6) of service in the District and another 1.5% increase after 10 years of service in the District (at year 11). Upon first implementation of the Loyalty Retention Compensation in the 2019-2020 school year, those employees who have completed 10 years of service in the district will realize both the 5 year and 10 year Loyalty Retention Compensations, for a combined Loyalty Retention Compensation of 3%.
- B. Co-curricular salaries shall be as enumerated in Exhibit "B", provided that regardless of any past practice, the Board shall have full discretion to determine the duties and qualifications for each position.
- C. Employees shall receive compensation in eleven monthly installments.
- D. Unit members with a BCLAD or bilingual credential shall receive a yearly stipend of \$1,000. Part-time teachers who qualify as described above will receive a pro rata stipend.
- E. There shall be a \$1,500 stipend for K-5 teachers assigned to a combination class with the stipend prorated if the entire year is not taught.
- F. When a substitute teacher cannot be obtained and the students are dispersed to other classrooms, the teachers absorbing those students shall receive \$200.00 for the day to be divided between the affected teachers.
- G. For income tax purposes only, the Association member's W-2 form will show an income that is a STRS designated percent less than the gross payment. The District will contribute the STRS designated percent to the State Teacher Retirement Service along with the District share for retirement purposes. This mechanism will qualify members for a tax savings on gross income and allow a tax deferred retirement program.

The District and Association agrees that participation in STRS tax deferral program is for tax purposes only and the District shall not be required to pay the individual employee's contribution to STRS. The Association agrees to indemnify and hold the District harmless from any and all claims arising from implementation of, or participation in, the STRS tax deferral program including all costs and reasonable attorney fees incurred with regard to such claims.
- H. If the Board, in its discretion, decides to distribute a portion of the lottery money for the purpose of employee recognition, employees in the certificated bargaining unit will be included in that distribution.

- I. The District may withhold warrants if contracts, credentials, or other legal requirements are not complete.
- J. Employees holding a Masters Degree shall receive a stipend of \$1,500 annually, per Masters and an additional \$1,500 for a Doctorate Degree,
- K. In recognition of the time spent for the preparation of IEP's and for attending IEP's after contract hours, Special Education teachers shall receive a stipend of \$1,000 annually. Part-time teachers who qualify will receive a pro-rated amount.
- L. Employees teaching AP classes shall be compensated \$1,000 for each AP subject taught.
- M. Employees rendering additional services shall be paid extra by special contract.
- N. Employees must teach seventy-five percent of the days in the school year to qualify for vertical advancement on the salary schedule. An employee shall be advanced vertically one year for each step of a certificated teaching experience up to the maximum step in the column.
- O. Horizontal advancement on the salary schedule (Exhibit A) shall be limited as specified in Article II (Professional Growth).
- P. Effective July 1, 2015, employees will be granted credit for all prior teaching experience as follows:
 - 1. Credit will be given on a year-for-year basis for which the employee held a California clear, preliminary, intern credential, or an out of state equivalent credential.
 - 2. The teaching experience must have been full time and for a minimum of 75% of a school year for which credit is given.
 - 3. The experience must have been in a public school, or a WASC accredited private school.
 - 4. The experience must have been in a position requiring certification qualifications, and the person must have been appropriately credentialed during the entire time for which credit is given.
- Q. Employees possessing a valid Designated Subjects Career Technical Education Teaching Credential, ROP Credential, or Adult Designated Subjects Credential will be placed on the KUTA salary schedule.
 - 1. Years of experience for the purpose of placement on the salary schedule will be based on years of experience as documented by the CTE/ROP credentialing process and years of teaching experience. Years of experience will determine placement on steps 1-6 as stated in the KUTA contract.

2. Placement for individuals with a Preliminary or Clear California teaching credential and have an AB but are below +30 units will be on the first column of the salary schedule as well as granted credit for teaching experience.
 3. CTE/ROP teachers may advance columns of the salary schedule by participating in professional development activities related to the member's area of expertise or CTE/ROP credential. For the purpose of advancing across the salary schedule 15 hours of professional development will be equivalent to 1 unit of college credit. Professional development activities used for advancement must be pre-approved and the hours verified by the Superintendent or his/her designee.
- R. 1. Extra duty is defined as services rendered outside of the contracted day or during a teachers designated prep time.

Positions that are stipend-based are not designated as extra-duty.

Extra-duty time that involves face-to-face instruction with students shall be paid at a rate of \$44.00/hour and included:

Summer School

Saturday School

After School programs

Substituting for a teacher during a prep period

Proctoring Exams

Other duties as assigned by an administrator

2. Extra-duty time that does not involve face-to-face instruction with students shall be paid at a rate of \$34.00/hour and include

Curriculum development and planning as assigned by an administrator

Professional development that is assigned by an administrator and is required to perform designated assignments such as English Learner testing, advanced placement trainings and Adult Education. Other duties as assigned by an administrator.

3. Professional development trainings and workshops attended by certificated staff on a voluntary basis are not designated as extra-duty. The determination as to whether a training or workshop is voluntary is

made by the district superintendent or designee, and shall be clearly communicated to certificated staff. Examples of such trainings include, but are not limited to:

AVID Summer Institute and other AVID trainings

Summer/Weekend Technology trainings

CATA Conference

- S. Compensation for voluntarily teaching a class, (planning, delivering curriculum, grading, etc.) during a prep period shall be 1/6th of that teacher's salary, during the regular school year. Approval for teaching the class during a prep period must be pre-approved by administration and be listed on the master schedule at the site.
- T. The District agrees to compensate each employee who is involuntarily moved from his/her classroom for two additional days' pay for the time and effort involved in each move. The daily rate will equal the employee's total salary divided by the number of contracted days.
- U. Interns or persons eligible for a CTC issued waiver that allows them to teach without a preliminary or clear credential shall be compensated at 4% less than Step I, AB+30 (\$42,659). They shall remain at this level until they obtain a California Preliminary or Clear Credential.
- V. The District agrees to compensate each employee 6.25 hrs. of Extra Duty Time who completes Keenan & Kognito Trainings. The trainings must be completed outside of contracted time(s) and adhere to the training(s) completion date(s). In addition, once all course training(s) have been completed the Extra Duty time must be added to the monthly time sheet under Extra Hours to be paid at a rate of the negotiated extra duty amount that does not involve face-to-face student instruction. Keenan and Kognito completed extra duty will be paid at the next available mid-month payroll.

ARTICLE II: PROFESSIONAL GROWTH

A. Scope

1. Employees shall advance on the salary schedule on the basis of educational units they take beyond the requirements of their credential. Columns shall be identified and established on the adopted District salary schedule indicating educational unit requirements for each column.
2. Units taken for professional advancement on the salary schedule shall be subject to the prior approval of the employee's principal and superintendent. If a request is denied, the employee may appeal the decision to the Unit Evaluation Committee. The decision of the Unit Evaluation Committee may be appealed to the Board of Trustees. Decisions of the Board of Trustees shall be final.
3. When teachers attend approved conferences or workshops for which university credit is to be claimed, the following will apply:
 - a. There will be no deduction for absence for workshop or conference on a school day.
 - b. Units earned at staff development conferences must be paid for by the employee and completed outside of conference hours.

B. Salary Advancement

1. Employees planning to advance across the salary schedule at the beginning to the next school year must follow the following process:
 - Complete the unit approval form and obtain all necessary signatures no later than June 15th.
 - Units for advancement must be completed on or before September 1st.
2. As verification, employees must provide proof of enrollment by August 1st for all units approved for which official sealed transcripts or official e-transcripts have not yet been submitted to the District Office. Failure to submit proof of enrollment will result in units not being applied for one additional year.
3. Official sealed transcripts, official e-transcripts, official grade cards, or other certification of the completion of courses must be submitted to the District Office by September 10th to be considered for advancement.

C. Guidelines

- 1a. All units submitted for approval shall be in classes which have not been taken before.

1b. All units qualifying for automatic approval under Section 2(a) hereof must be submitted in writing to the principal and superintendent for verification no later than five calendar days prior to the date the class is scheduled to begin. All other units must be submitted in writing to the principal and superintendent for approval no later than fifteen calendar days prior to the date the class is to begin.

2. Automatic Approval

a. All units meeting the following standards shall be automatically accepted.

- (1) Upper division or graduate units in the teacher's major or minor field.
- (2) Upper division or graduate units in a field currently being taught by the teacher.
- (3) Upper division or graduate units in an area to which the teacher has been assigned for the next semester.

3. Approval needed

a. The following must have prior approval to be used for professional advancement. Approval shall be given where the circumstances are unusual and where the class is of exceptional value to the employee and to the District:

- (1) Community college classes;
- (2) All lower division units from four year institutions;
- (3) Classes out of major or minor field;
- (4) Classes out of area in which the employee is teaching;
- (5) Extension units from organizations or institutions which either (1) have their principal place of business outside the State of California, or (2) offer only extension course services;
- (6) Methods classes in an area the teacher is currently teaching or in which the teacher has been assigned for the next semester.
- (7) A college or university continuing education unit (CEU) is equal to one semester unit.

4. Limitations

- a. Employees are limited to three semester units or their equivalent of late afternoon or evening work during each semester for salary advancement. No limitation, however, is placed upon the number of units that may accumulate from attendance at weekend or holiday classes or workshops. Courses that begin on Friday afternoon are classified as "week-end" classes.
- b. The Superintendent will consider units taken without advance approval.
- c. The Unit Evaluation Committee (see below) may waive Section C4A if it determines there will be no adverse effect upon the employee's daily professional duties and responsibilities.
- d. Units paid for by the district shall not be eligible for salary advancement.

D. Unit Evaluation Committee

1. Scope

It shall be the responsibility of the Unit Evaluation Committee, on appeal of the principal's decision, to evaluate the applicability of specific courses to the professional growth of a District teacher and advise the Superintendent on this matter.

2. Structure

- a. The Unit Evaluation Committee shall be composed of the following: The Superintendent, the KUTA President, one administrator, and two teachers.
- b. Teachers shall be selected through a lawful process acceptable to the majority of the teachers.

3. Meetings

- a. Notice of all meetings of the Unit Evaluation Committee shall be posted by the KUTA president and/or Superintendent one week prior to the meeting.
- b. The KUTA president or Superintendent shall call meetings as needed.
- c. All Committee members or a substitute must be present to form a quorum.

4. Committee Procedures

- a. All professional growth proposals appealed shall be submitted in writing to the KUTA president and Superintendent. The committee shall then be activated.
- b. Submitted written appeals shall include a brief description of the class, class number and title, and justification for approval of the request.
- c. Verbal explanation of the items listed above may be submitted when the appeal is considered.
- d. If an appeal is submitted to the Committee, the site principal denying the applicability of a class or program shall submit a written memorandum explaining his/her reasons for the denial.

E. Special Programs

1. Nothing herein shall be held to preclude the granting of District credit for workshops held within the District, approved by the Board of Trustees, and sponsored by the District to meet its own needs, or any other workshop approved by the site administrator even though no institution of higher learning grants credit for such a workshop.
2. Maintenance of Knowledge
 - a. A fund of \$1,000.00 shall be established to reimburse teachers who have attained maximum salary schedule credit for actual verifiable tuition costs. The following provisions shall apply:
 - (1) Reimbursement shall be limited to the annual funding maximum.
 - (2) Reimbursement shall be limited to \$300.00 annually to any one teacher.
 - (3) Reimbursement shall be provided on a "first-come, first-paid" basis.
 - (4) The units must be approved in advance following the established guidelines, except that a course may be repeated if a period of at least ten years has elapsed since the course was last taken.
 - (5) To be eligible for reimbursement, the employee must submit proof of expenditures, and the expenditures must be reasonable and directly related to the receipt of units.

ARTICLE III: TEACHER TRAVEL

- A. Prior to traveling on District business, employees shall submit written request for approval of such travel. The Superintendent must approve trips out of the county. The site administrator may approve trips inside the county.
- B. Employees who use their automobiles for District business shall be reimbursed for such travel at the highest rate approved by the U.S. Internal Revenue Service without attribution to income, providing all of the following conditions are met:
 - 1. The automobile used is owned by the employee;
 - 2. The automobile is used in the performance of regularly assigned duties;
 - 3. Automobiles must be equipped with one seat belt for each passenger;
 - 4. No appropriate District vehicle was available;
 - 5. The employee was given prior approval for the use of his/her automobile by his/her immediate supervisor; and
 - 6. The driver and automobile are insured.

ARTICLE IV: HOURS OF EMPLOYMENT

- A. The on-site work day for employees shall commence twenty-five minutes before the start of the pupils' instructional day. The length of the workday for full-time employees, including a duty-free lunch break, shall be seven and one half hours per day. Employees may be required to serve additional hours at extra-curricular activities called by the site administrators. On Fridays or on designated minimum days with the exception of Teacher Collaboration or Conference days, employees may leave directly after the students except when required to complete other assigned duties. Employees, at their discretion, may leave school at the end of the student day if their immediate supervisor has required that they return to school to serve at an extra-curricular activity.

Staff meetings called by the building principal shall be conducted during contract hours.

Excepting state, federal, contractual, or mandated committees, all committee memberships shall be voluntary.

- B. Every full-time teacher shall be entitled to one duty-free, uninterrupted lunch period and two ten-minute relief periods each day. The lunch period shall be for the same duration of time as that provided for pupils of the school.
- C. All teachers shall have time set-aside for preparation and planning. Teachers in grades TK-5 shall be entitled to at least a thirty minute daily prep period. Teachers in grades 6-8 and 9-12 shall be entitled to preparation periods equal to one class period as long as all grades are located on the same campus/site and have the same instructional minutes. If the sixth grade is returned to an elementary configuration (example 4-5-6), teachers shall be entitled to the same preparation period offered teachers in grades 4 and 5. Scheduling of preparation time shall be the responsibility of the site administrator.

Preparation periods shall be duty free.

Employees will not be requested by site administrators or by other staff to "cover" other classes during their preparation period. Employees may volunteer to cover classes during prep periods for teachers who need to be absent for a portion of the day to fulfill extra-duty assignments.

- D. Hours of employment for part-time employees shall be assigned by the Superintendent.
- E. Reasonable release time shall be provided for Association representatives to meet and negotiate and to process grievances. When Association representatives perform these duties outside of the 185 contracted work days, those representatives of the Association will be granted one compensatory day for each day in which business between the Association and the District is conducted, for a maximum of six KUTA members. Compensatory days must be taken by June 30 of the school year in which they are granted. Unused compensatory days will

be forfeited after June 30 of each year.

- F. The dismissal time and number of minimum days will be fairly applied at all sites within the District. The number of minimum days will be not less than 9 days, and shall include the days listed in Article V, Paragraph B as part of the nine minimum days. It is understood that this definition shall not apply to kindergarten students and that kindergarten teachers shall, on minimum days applicable to them, work the same schedule as the primary level elementary school teachers.
- G. The hours of employment for teachers shall include the following minimum number of instructional minutes which shall be offered to the students and shall continue to comply with the longer day, longer year provisions of California Education Code §46201:
 - 1. 36,000 minutes in kindergarten
 - 2. 50,400 minutes in grades one, two, and three inclusive
 - 3. 54,000 minutes in grades four and five inclusive
 - 4. 61,020 minutes in grades six, seven, and eight inclusive
 - 5. 64,800 minutes in grades nine through twelve inclusive
- H. The student instructional day shall not exceed:
 - 1. Kindergarten - 292 minutes
 - 2. Grades 1 through 3 - 292 minutes
 - 3. Grades 4 through 5 - 310 minutes
 - 4. Grades 6, 7, and 8 - 346 minutes
 - 5. Grades 9 through 12 - 372 minutes
- I. The District will consult with representatives from the Association prior to adopting a calendar for the next school year. Decisions on the calendar will follow provisions of state law related to unit member rights to influence calendar decisions. The District will make every effort to adopt a calendar prior to May 31st.
- J. The principals will meet with their respective teaching staff as a group to discuss and determine agendas for all inservice days.
- K. The principals will meet with their respective teaching staff as a group to discuss and determine the time and duration of all staff meetings.
- L. It is understood that all staff will provide the minimum number of instructional minutes for students as provided by statute and the collective agreement and shall work the requisite number of hours as required by the collective agreement.
- M. At least six days shall be included in the calendar for collaboration.
- N. Monday early dismissals set aside for District Information, Training, and Collaboration shall not infringe upon daily preparation and planning periods as described in Article IV Section C.

ARTICLE V: WORK YEAR

- A. The total number of work days for teachers shall be 185 days as follows:
 - 1. 180 instructional days
 - 2. Two work days (One day, or two half-days will remain at teacher discretion.)
 - 3. Three staff development days

- B. The school day preceding the Winter Break and on the Friday preceding Spring Break shall be a full minimum day.

- C. The staff development activity must meet the following criteria as stated in Education Code Section 44579.1:
 - 1. Must meet local educational priorities.
 - 2. Be consistent with regulations developed by the Superintendent of Public Instruction.
 - 3. Be offered on days not counted as instructional times or days.
 - 4. Require that for each non-instructional day the school district conducts staff development pursuant to this article, the school district shall reduce by one day the number of days per year permitted for staff development programs pursuant to Sections 44670.6 of days per year permitted for staff development programs pursuant to Section 44670.6 (SB 1882) 52022 (School Improvement Plan), 52854 (SBCP), or 56242 (Special Education).
 - 5. Each day of staff development shall be as long as the day certificated employees of the school would otherwise be required to work.

ARTICLE VI: EMPLOYEE BENEFITS

A. DEFINITIONS

1. “Self-Insured Schools of California (SISC III)” shall mean the joint powers agreement that Kelseyville Unified School District participates in to provide health benefits for employees.
2. “Carrier” shall mean that organization with which the District contracts to administer and provide health coverage for employees.
3. “Level of benefits” shall mean the amount of benefits provided employees within each of the areas of coverage.
4. “Coverage” shall mean those benefits currently provided employees in the health contract.

B. EMPLOYEE BENEFITS

1. Effective July 1, 2016, District shall provide \$17,000 annually toward purchase of basic health, dental, vision, and prescription policies. Effective July 1, 2017 District shall increase these contributions to \$17,500 annually and effective July 1, 2018 District shall increase these contributions to \$18,000. The District shall prorate benefits for employees working less than full time but more than half time based on the ration their work year and/or workday bears to full time for that classification.
2. Any cost above the monthly District contribution shall be paid by employees through payroll deductions. Should the District’s contribution exceed the cost of the health benefit plan chosen by the employee, the unit member shall receive the difference on a monthly basis.
3. The District will provide the Association with SISC III correspondence.
4. New employee health insurance shall commence the first of the next month following the first day of paid service
5. Health benefits shall end on the last day of the month in which the employee’s employment terminates. Such employee shall be entitled to purchase continued coverage under the health and dental plans as provided through COBRA and the health insurance carrier.
6. Employees participating in shared-contract teaching assignments shall receive salary and benefits on a pro-rata basis equivalent to maximum received by 1.0 FTE with the exception of the provisions shown under Article IX.
7. The District will make available appropriate benefits as provided for in AB528 and PL99-272.

8. The Association will be notified of funds received by the District from SISC III in the form of rebates, dividends, etc., and said funds will be designated in accordance with negotiated agreements.

9. The District will provide employees with Reach and Cal Star services.

ARTICLE VII: LEAVES OF ABSENCE

The benefits provided for in this contract are granted in compliance with the requirements of law.

A. Sick Leave

1. Every full-time employee shall be entitled to ten days of paid sick leave per school year, earned on July 1 of each year. Said days to be used solely for illness or other physical disability preventing the employee from performing his or her duties, except as provided in Section E of Article VII of this Agreement.
2. Unused sick leave shall accrue from school year to school year, as provided by law, and may be used at any time during the school year subject to the requirements of this Article.
3. The District may require that the employee provide written verification by a physician of the employee's incapacity if the employee has been on sick leave for three or more consecutive days and may require such verification for use of sick leave for absence of less than three days duration if the District Superintendent has reasonable grounds to believe that the employee may not be entitled to sick leave. In the event that verification of an absence is provided by the employee pursuant to the District Superintendent's request and results in an actual expense to the employee for professional services, the District agrees to reimburse the employee for such services.
4. Salary deduction will be made for illness or accident beyond the days covered by sick leave or upon failure to provide the required verification.
5. An employee employed for less than one FTE shall be entitled, for a school year of service, to his/her pro rata share of ten days leave of absence for illness or injury.
6. The District agrees to provide the benefits set forth in section 44977 of the Education Code.
7. After exhaustion of all paid sick leave and extended sick leave benefits, an employee may request an unpaid leave pursuant to the provisions set forth herein. The unit member at his/her expense may maintain benefits.
8. Sick leave will be maintained on the basis of full-day equivalence. Employees using sick leave will be charged a minimum of one-half day for any portion used. Employees will be charged a full day of sick leave if used beyond one-half day.
9. Catastrophic Leave will be consistent with BP-4137

B. Maternity Leave - Any employee who is required to be absent from duty because she is pregnant, or has miscarried, or has given birth, is entitled to a leave of absence.

1. The length of absence, including the date on which the employee shall resume duties, shall be determined by the employee and the employee's physician.

Disabilities caused or contributed to by pregnancies, miscarriages, childbirth and recovery there from are, for all job related purposes, temporary disabilities and shall be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment by the school district. Leaves of absence for disabilities caused or contributed to by pregnancy, miscarriage or childbirth shall be paid leaves of absences to the same extent as leaves for illness, injury or disabilities.

2. The employee may return to her position with the school district when her attending physician determines that she is able to completely fulfill her assigned duties. A statement from the attending physician verifying the health status of the employee and her ability to return to employment shall accompany the request for reinstatement.
3. Employees shall give notice of pregnancy to the District at least four months prior to the expected birth of the child, if possible.
4. Employee may request an additional 12 weeks unpaid maternity/Paternity leave as per Education Code 44977.5 section 12945.2

C. Child-Rearing Leave - Upon request, the Board shall provide a male or female employee who is a natural or adopting parent an unpaid leave of absence for the purpose of rearing his/her infant. Such leave shall be contingent upon the availability of a qualified substitute, and shall remain in effect at least until the end of the semester following the birth of the child and no longer than the end of the second semester following the birth of the child. An employee shall notify the Board that he/she intends to take such leave at least four weeks prior to the anticipated date on which the leave is to commence. An employee on child-rearing leave shall be entitled to purchase the health and welfare package provided other employees.

D. Industrial Injury Leave - Section 44984 of the Education Code is complied with as follows:

1. It is the intent of the Board that these rules and regulations meet but not exceed the minimum requirements of and rights granted under Education Code Section 44984. Employees shall be allowed leaves of absence for industrial injury as follows:

- a. Allowable leave shall not exceed sixty days during which the schools of the District are required to be in session or when the employee would otherwise have been performing work for the District in any one fiscal year for the same accident.
- b. Allowable leave shall not be accumulated from year to year.
- c. Industrial accident or illness leave shall commence on the first day of absence.
- d. When an employee is absent from his/her duties on account of an industrial accident or illness, the employee shall be paid such portion of the salary due him/her for any month in which the illness occurs as, when added to his/her temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code, will result in a payment to him/her of not more than his/her full salary. The phrase "full salary" as utilized in this subsection shall be computed so that it shall be not less than the employee's "average weekly earnings" as that phrase is utilized in Section 4453 of the Labor Code. For purposes of this policy, however, the maximum and minimum average weekly earnings set forth in Section 4453 of the Labor Code shall otherwise not be deemed applicable.
- e. Industrial accident or illness leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award.
- f. When an industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due him/her for the same illness or injury.
- g. Upon termination of the industrial accident or illness leave, the employee shall be entitled to the benefits provided in Education Code Sections 44977, 44978, and 44983, and for the purposes of each of these sections his/her absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the employee continues to receive temporary disability indemnity, he/she may elect to take as much of his/her accumulated sick leave which when added to his/her temporary disability indemnity, will result in a payment to him/her of not more than his/her full salary.
- h. During any paid leave of absence, the employee shall endorse to the District the temporary disability indemnity check received on account of the industrial accident or illness. The District in turn, upon endorsement by the employee and receipt of any such check by the District, shall issue the employee appropriate salary warrants for payment of the employee's salary and shall deduct normal retirement, other authorized contributions, and the

temporary disability indemnity, if any, actually paid to and retained by the employee for the period covered by such salary warrants.

- i. Any employee receiving benefits under this policy shall, during periods of injury or illness, remain within the State of California unless the Board authorizes travel outside the State.

E. Use of Sick Leave In Case Of Compelling Personal Importance or Personal Business.

1. An employee may use no more than ten days of accumulated sick leave per school year in case of compelling personal importance, necessity or personal business.
2. A written request for additional leave for personal importance or personal business beyond the 10 days must be submitted to the Superintendent. The additional leave may be allowed for other reasons at the discretion of the Superintendent. The Superintendent shall have final discretion and approval or denial of such request.
3. Any such days shall not be used for recreation, to work for compensation elsewhere, to extend a district recognized holiday or break, or to engage in any concerted activity against the District.
4. Advance permission for leave taken pursuant hereto must be obtained from the site administrator.

F. Bereavement Leave

An employee is entitled to a leave of absence, not to exceed five days, on account of the death of any member of his/her immediate family. No deduction shall be made from the salary of such employee nor shall such leave be deducted from leave granted by other sections of the code or provided by the governing board of the District. Members of the immediate family, as used in this section, means the mother, father, grandmother, grandfather, aunt, uncle, or a grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister, Brother-in-law, sister-in-law, nephew or niece of the employee, stepmother, stepfather, stepdaughter, stepson or any significant other person living in the immediate household of the employee.

G. Legal Leave

The District shall grant a leave of absence to any employee called for jury duty or to appear as a witness in court other than as a litigant. The District shall grant such leave with pay up to the amount of the difference between the employee's regular earnings, and any amount he/she received as juror or witness fees. Employees shall provide the District with verification of attendance at jury duty.

H. Unpaid Personal Leave

An employee shall be granted up to six non-consecutive days of unpaid leave per school year for personal reasons or, if an employee requests, he/she may be granted up six consecutive days of unpaid leave per school year for personal reasons.

An employee shall notify the Superintendent at least forty-eight hours in advance of taking such leave. Such leave shall not be approved unless a substitute from the county list can be employed for the period of the leave.

I. Leave of Absence Without Pay

1. An employee may be granted a leave of absence without pay for one school year. Requests for leave shall be made at the earliest possible moment. The employee shall not receive District-paid insurance benefits, but shall have the right to maintain these benefits at his/her own expense if the insurance companies involved are agreeable.
2. An employee who takes a leave of absence under this provision shall have the right to return to a position in which he/she is credentialed to serve.

J. Sabbatical Leave

The Board may grant one yearly sabbatical or two semester sabbaticals per school year.

Such sabbatical plans will include a planned program of travel and/or study and how it relates to improving teaching skills, curriculum and educational knowledge subject to the following:

1. The employee will receive no salary or benefits while on sabbatical.
2. The employee must apply prior to February 1 of the year before planned sabbatical.
3. The employee must be employed in the District for ten years prior to commencement of the sabbatical leave.
4. The employee shall continue to receive credit for years of service.
5. The employee must agree to return to active service for three years after the completion of the sabbatical.
6. The employee who is granted a sabbatical shall have the right to return to a position in which he/she is credentialed to teach.

K. Differential Leave

After ten years of District service, an employee upon request shall be granted a one-time differential leave of up to six days. The employee will receive payment for these days, less the cost of a substitute from the county list.

An employee shall notify the Superintendent at least forty-eight hours in advance of taking such leave. Such leave shall not be approved unless a substitute from

the county list can be employed for the period of the leave.

L. Foreign Exchange Leave

Upon returning from foreign exchange leave, an employee will be placed in a teaching position for which they are highly qualified (meeting NCLB requirements).

M. Professional Growth Leave

Part 1.

Prior to the tenth year of service in the District, tenured employees may use up to ten days of unpaid leave for professional growth.

The District will pay for a qualified substitute.

Employees will retain all benefits including advancement according to Article II.

The following contract items will not apply to Professional Growth Leave:

Article II.

A. 3., a.)

A. 3., d.)

C. 4., a.)

Part 2.

After ten years of service in the District, an employee shall be granted up to ten days of differential leave for professional growth. Refer to Article VII, Item K., Conditions are the same as Item M., Part 1.

Requests for professional growth leave will be subject to approval of the principal and superintendent based on the availability of a qualified substitute. Requests for professional growth leave will include a plan of study and how it relates to improving teaching skills and/or improvement of curriculum. Lesson plans will be approved by the site administrator and reviewed with the substitute prior to the start of the leave.

If the request is denied, the employee may appeal to the Board of Trustees.

N. Permanent employees may request a part time leave of absence without pay for a period of no less than one semester. Such requests shall be subject to the same provisions and procedures as other unpaid leave.

ARTICLE VIII: JOB-SHARING

A permanent employee may request a job-sharing arrangement in order to share one position with another employee. If approved, the arrangement becomes permanent until one or more of the parties in the job sharing arrangement vacates their share of the position. At that time, the position returns to full time until a new arrangement is requested and approved.

- a. Proposals for job-sharing shall be submitted first to the site principal for approval no later than April 1st of the year preceding the proposed job-share.
- b. Proposals shall contain all pertinent information such as duration of the job-sharing assignment, description of assignment/grade level, location, explanation of the proposals, coordination between job-sharers, communication with parents and other school and district staff, performance of non-teaching duties, and a general compatibility with the educational program.
- c. If a proposal is approved, the site principal shall refer the proposal to the Superintendent and Board for consideration. All requests are subject to Board approval.
- d. Employees sharing a contract must accept the responsibility of assuring the staff, administration, and the parents of successful joint planning and communication among teachers and parents, and compatible classroom management.
- e. A job-sharer will receive a pro-rated year of longevity credit during the term of the service.

ARTICLE IX: RETIREMENT PLAN

A. The following elements of the retirement plan, with the exception of the STRS Golden Handshake, shall apply to all employees who have reached their 55th birthday.

1. Eligibility

Employees hired prior to July 1, 2018 who apply for early retirement must have ten years of full-time service in Kelseyville Unified School District in a position requiring certification.

Employees hired after July 1, 2018 who apply for early retirement must have twenty years of full-time service in Kelseyville Unified School District in a position requiring certification.

c. Applicants must have reached the age of 55 (or be eligible under the “30 years and out” standard), submit a resignation from Kelseyville Unified School District, and retire into STRS or PERS.

2. Compensation

. Based upon the age of the employee when he/she retires, the employee may continue the District medical plan in effect. The District will contribute the percentage listed below of the current rate of District contributions for health benefits outlined in Article VI. A. each year until the employee reaches the age of 65. Any employee hired before September 1, 1996 may choose option #1 or option #2. Any employee hired after September 1, 1996 is eligible for option #2. Any employee hired after September 1, 2007 is eligible for option #3 only.

Additionally, any employee hired before September 1, 1996 and who qualifies for the “30 and out” option under STRS at age 55 (Option #1 below) by the end of the school year in which they turn 55 years of age, they may retain the 100% benefit level until they retire, regardless of age at retirement.

To receive benefits under this section all employees must retire into STRS or PERS and from the District.

OPTION #1

55 (or “30 and out”) 100% until age 65

56	90%	until age 65
57	80%	until age 65
58	70%	until age 65
59	60%	until age 65
60	50%	until age 65
61	50%	until age 65
62	50%	until age 65
63	50%	until age 65
64	50%	until age 65

OPTION #2

55-56 (or “30 and out”) 50% until age 65

57 60% until age 65

58 70% until age 65

59 80% until age 65

60 90% until age 65

61-64 100% until age 65

OPTION #3

61.5 – 64 100% until age 65

b. Funds deposited into the retiree health benefit trust account on behalf of KUTA members shall be dedicated to the payment of health insurance premiums for eligible

KUTA retirees. In the event that there is no longer a need or liability to pay retiree premiums, any remaining funds in KUTA's trust account shall only be used to benefit KUTA members and their eligible retirees to the extent that IRS Code or other prevailing rules and regulations permit.

B. The following options will be implemented if the district can demonstrate a savings when applied over a period of a maximum of 4 years.

An employee may choose any combinations of these options.

1. Eligibility

Employees hired prior to July 1, 2018, who apply under this section must have 10 years of full-time service in Kelseyville Unified School District in a position requiring certification.

b. Employees hired after July 1, 2018 who apply under this section must have 20 years of full-time service in Kelseyville Unified School District in a position requiring certification

b. Applicants must have reached the age of 55.

Part Time

Upon request, and subject to Board approval, the District will allow an employee to reduce his/her workload from full-time to part-time duties, subject to the requirements of the Education Code Section 44922 and;

a. not to exceed 4 years, and

b. the employee must agree not to return to a full-time position. Further, the employee shall be paid a salary which is the prorated share of

the salary the employee would be earning as a full-time employee. The employee shall retain all other rights and benefits that would be required if remaining a full-time employee, including health benefits. The minimum part-time employment shall be the equivalent of

one-half of the number of days of service required by the present contract for a full-time position.

The District and the employee will also pay the STRS contribution equivalent to the amount that would have been paid by the District had the employee remained in a full-time position.

3. Golden Handshake

Kelseyville Unified School District shall implement the “Golden

Handshake.” AB 1207, Chapter 13, Education Code sections 22714,

44929, and 87488 to extend the Golden Handshake enhanced benefit program which provides that an additional two years of service credit will be granted when all requirements have been met by the employer and the employee.

ELIGIBILITY - To qualify for the Golden Handshake, an employee must be eligible for service retirement under Education Code section 24201 or 24202, which requires that the retiree have a minimum of five years of service credit (before adding the two years of additional service credit for the Golden Handshake) and be at least 55 years of age, or be at least 50 years of age with 30 years of service credit on or before the retirement date.

The Kelseyville Unified School District and the Kelseyville Unified Teacher’s Association mutually agree to establish open window periods defined in AB 1207, Chapter 13 and incorporated in Education Code Sections 22714.5, 44929.1 and 87488.1.

The District agrees to establish an annual open window period beginning the day following the last day of school and extending for 60 days. If it is in the best interest of the district, the board of trustees may open additional window periods.

4. Health Benefits: Retirees may continue to be covered by the District health benefits program in effect for active unit members payable according to the schedule in Section A. above.

Upon reaching the eligible age for Medicare, retirees may enroll for the Medicare

Supplement offered by the district through SISC by meeting the following conditions and retirees will pay 100% of the premiums directly to SISC:

- a. Retiree must be eligible to receive Medicare benefits.

- b. Retiree must have SISC medical benefits in effect at the time of retirement and continuously until Medicare eligible age and enrollment in the supplemental plan.

- c. Retiree must complete enrollment forms with the district at least 45 days before supplemental plan would be effective.

- d. Retiree must enroll in Medicare Part A and Medicare Part B.

5. Cash Payments in Lieu of Benefits

As of July 1, 2012, retirees currently receiving cash in lieu of benefits will continue to receive the benefit until they reach the age of 65.

- a. For retirees with a District hire date prior to July 1, 1986, the benefit paid will be 90% of the current annual District contribution for health and welfare benefits.

For retirees with a District hire date on or after July 1, 1986, the benefit paid will be 70% of the current annual District contribution for health and welfare benefits.

- b. The benefit will be further subject to the retirement age ration contained in article IX, section A.2.b

- c. No unit member shall be enrolled in cash in lieu of benefits upon retirement after June 30, 2012.

ARTICLE X: TRANSFERS AND REASSIGNMENTS

A. Transfers

Definition of terms/procedure

1. A “transfer” is the movement of an employee from one school site to another.
2. A “vacancy” is a bargaining unit position, assignment, or classroom location that the District determines needs to be filled. Vacancies will be posted for four (4) days in-house for employees. Vacancies occurring during summer months will be posted simultaneously for employees and outside applicants with preference going to current employees.
3. The employee or the District may initiate transfers.
4. A “day” is a day the District office is open.
5. Teacher seniority for purposes of transfers is based on contracted teaching time in the District, not date of hire. A seniority list shall be created and distributed to the KUTA President by January 1st of each year.
6. The District shall post notices of site vacancies involving positions for employees on employee bulletin boards at each site and provide the Association president and site building representatives with a copy of notices, and will share the notice with each employee through District email.
7. The District agrees to compensate each employee who is involuntarily transferred for two additional days’ pay for the time and effort involved in each move. The daily rate will equal the employee’s total salary divided by the number of contract days.
8. District seniority list will be posted at each site and updated annually (By January 1st).
9. Employees at the site of the vacancy have priority for the vacant position over other unit members.

B. Transfers initiated by the employee.

1. Requests for transfers must be made in writing to the site principal where the vacancy exists prior to the posted deadline (4 days minimum)

- OR -

An employee may make a general request for transfer in writing to his/her site principal. An employee will be notified by mail of vacancies occurring during non-school periods (summer) if self-addressed, stamped

envelopes are provided by the employee to the District Office or through the employee's District email.

2. An employee-initiated transfer may fill a vacancy based on District seniority with the following provisions:
 - a. As determined by the Superintendent, is in the best interest of students and educational program based on valid objective criteria.
 - b. The employee is appropriately credentialed.
3. Employees at different sites with like assignments may mutually initiate a transfer (switch or trade) with mutual consent of the site administration.
4. Once a voluntary request for transfer has been approved, the employee may not rescind the transfer for a period of at least one year and only if a vacancy exists.
5. If a transfer request is denied, the principal shall, if the employee so requests, provide specific reasons for the denial.
6. Within five days, the employee may appeal the principal's denial to a Transfer/Reassignment Committee for further review. The Committee will be composed of two employees and one District administrator. The employee who appeals the transfer/reassignment will select the administrator for the committee. The principal who has denied the request will select the employees for the committee. The review will be within ten days. The committee process may be waived if it infringes on legal/confidentiality rights of either party.
7. The decision of the committee may be appealed within two days to the Superintendent for review. The decision of the Superintendent shall be final and binding.

C. District-initiated transfer

1. District-initiated transfers shall be based on the valid, objective, legitimate educationally related needs of the District and its students.
2. If a transfer becomes necessary, the District shall actively seek volunteers prior to any involuntary transfer.

If an involuntary transfer is still necessary, the employee with the least District seniority shall be transferred with the following provisions:

- a. As determined by the Superintendent, is in the best interest of students and educational program based on valid, objective criteria.
- b. The employee is appropriately credentialed.

Or

- c. To expand or stimulate employee performance, this type of district-initiated reassignment may be initiated no more than once in a five year span.
3. The employee shall be officially notified by mail or in person as soon as the District determines that it will initiate an employee transfer. The District shall provide the employee with the reasons for the transfer, and the principal shall schedule a conference with the employee to discuss the transfer.
4. The employee may, after the conference with the principal, request a conference with the Superintendent to discuss the transfer and the reasons therefore. The decision of the Superintendent regarding the transfer shall be final pending any appeal to the Board of Trustees. The employee being transferred may appeal the Superintendent's decision to the Board of Trustees within ten days of official notification of the transfer. If the employee wishes, he/she may be represented by a K.U.T.A. representative. The Board shall make the final decision of all appeals. Consistent with Government Code 3543, K.U.T.A. representatives shall be notified of any decision made through the appeal process and will be given an opportunity to give their position.
5. The District shall not initiate the transfer of an employee more than one time every two years unless:
 - a. Necessary to comply with transfers based on seniority
- AND -
- b. Required by legitimate need of the instructional programs.
6. The District shall assist the employee in making the transfer. At the employee's request, custodial staff shall pack and/or move the employee's belongings to the new classroom and school site.
7. Employees transferred will be able to move into a clear, clean classroom without being required to perform custodial duties.
8. The District will notify each employee of his/her assignment and room assignment for the next school year prior to the last school day of the current year. This does not prevent the District from making transfers during the summer. (* See No. 10)
9. If an employee is in a year-round school, the District will notify employees of next year's track assignment prior to April 15th. (* See No. 10)
10. The District will not be held responsible if failure to notify is due to

accident, illness, or other unforeseen acts.

D. Reassignments

Definition of terms/procedure:

1. A “reassignment” is:
 - a. A change in the employee's teaching assignment from one grade level or subject matter to another;
 - b. A change from one grade level to a combination class;
 - c. A change from a combination class to one grade level;
 - d. A change from a traditional schedule to an YRE schedule or vice versa;
 - e. A change in YRE tracks; or
 - f. Changes in a teacher’s schedule in a 6-12 departmentalized setting do not constitute a reassignment.
2. The employee or the District may initiate reassignments.
3. A “day” is a day the District office is open for business.
4. A “vacancy” is a bargaining unit position, assignment, or classroom location that the District determines needs to be filled.
5. A reassignment may occur without a vacancy.
6. Voluntary reassignments take priority over voluntary transfers.
7. The District shall post notices of site vacancies involving positions for employees on employee bulletin boards at each site and provide the bargaining unit president and site building representatives with a copy of notices.
8. Teacher seniority for purposes of reassignments is based on contracted teaching time in the District, not date of hire. A seniority list shall be created and distributed to the KUTA President by January 1 of each year.
9. Each employee shall be notified by the end of the school year of his/her assignment for the following year. (* See C10)
10. When the District initiates reassignments during the summer, the principal shall notify the employee as soon as possible by telephone or mail.

11. Reassignments shall be based on valid, objective criteria, educationally-related needs of the District, and the credentials and competence of the employee.
12. The principal is responsible for the development of assignments for all employees within the school. If a K-5 teacher is assigned a combination class ex: (K/1, 1/2, or 2/3), for one full year, he/she will not be required to teach another combination class until all other teachers at those grade levels have also taught a combination class for one full year. A teacher may volunteer to be assigned a combination class. Teachers with less than two years teaching experience will not be assigned to a combination class. If a combination class is necessary, teacher assignments will be based on this language and will follow the seniority provisions already established in this article.

Teaching a combination class for 50% of a school year will constitute a year of service for purposes of determining assignment of combinations for the following year.

13. The District will grant an employee two days release time prior to starting the new assignment to prepare for the reassignment if the reassignment occurs during the school year or within one week prior to the start of school. If such preparation takes place outside contract hours, the District will grant two days per diem.

E. Employee-initiated Reassignment

1. Requests for reassignments must be made in writing to the site principal where the vacancy exists prior to the posted deadline (4 days minimum)

- OR -

An employee may make a general request for reassignment in writing to his/her site principal. An employee will be notified by mail of vacancies occurring during non-school periods (summer) if self-addressed, stamped envelopes are provided by the employee to the District Office or through the employee's District email.

2. An employee-initiated reassignment may fill a vacancy based on District seniority with the following provisions:
 - a. As determined by the Superintendent, is in the best interest of students and educational program based on valid objective criteria.
 - b. The employee is appropriately credentialed.

3. Employees at the same site with like assignments may mutually initiate a reassignment (switch or trade) with mutual consent of the site administration.
4. Once a voluntary request for reassignment has been approved, the employee may not rescind the reassignment for a period of at least one year and only if a vacancy exists.
5. If a reassignment request is denied, the principal shall, if the employee so requests, provide specific reasons for the denial.

F. District-initiated reassignment

1. If a reassignment becomes necessary, the District shall actively seek volunteers prior to any involuntary reassignment.
2. The District will initiate reassignments based on the following criteria:
 - a. The employee is appropriately credentialed

- and -

- b. As determined by the Superintendent, valid, objective, legitimate educationally related needs of the District and its students.

If the above criteria are met equally by two or more employees, the employee with the least district seniority at that site and grade level will be reassigned.

- or -

- c. To expand or stimulate employee performance, this type of district-initiated reassignment may be initiated no more than once in a five-year span.

In excess staffing situations, District seniority will be the first date of paid service in the grade having the excess staff.

3. The employee shall be officially notified by mail or in person as soon as the District determines that it will initiate an employee reassignment. The District shall provide the employee with the reasons for the reassignment, and the principal shall schedule a conference with the employee to discuss the reassignment.
4. The employee may, after the conference with the principal, request a conference with the Superintendent to discuss the reassignment and the reasons therefore. The decision of the Superintendent regarding the reassignment shall be final pending any appeal to the Board of Trustees.

The employee being reassigned may appeal the Superintendent's decision to the Board of Trustees within ten days of official notification of the reassignment. If the employee wishes, he/she may be represented by a K.U.T.A. representative. The Board shall make the final decision of all appeals. Consistent with Government Code 3543, K.U.T.A. representatives shall be notified of any decision made through the appeal process and will be given an opportunity to give their position.

5. The District shall not initiate reassignments of an employee more than once every two years. This article does not apply to grades 6-12 departmentalized programs.
6. The District shall assist the employee in making the reassignment. At the employee's request, custodial staff shall pack and/or move the employee's belongings to the new classroom.
7. Employees reassigned will be able to move into a clear, clean classroom without being required to perform custodial duties.
8. The District will notify each employee of his/her assignment and room assignment for the next school year prior to the last school day of the current year. This does not prevent the District from making transfers during the summer. (See No. 10)
9. For the purpose of conversion to year-round school, grade level assignments will be the same as the previous year. Selection of tracks at each grade level will be based on District seniority.
10. The District will not be held responsible if failure to notify is due to accident, illness, or other unforeseen acts.

ARTICLE XI: SAFETY CONDITIONS OF EMPLOYMENT

- A. If a pupil has filthy or vicious habits, or suffers from a contagious or infectious disease, or suffers from a physical or mental disability which would cause his/her attendance to be inimical to the welfare of the teacher, the teacher may request in writing that the pupil be suspended or excluded if allowed by law. Should an administrator fail to follow the teacher's recommendation, the administrator, at the teacher's request, shall provide the teacher with a written explanation of the reason that he/she has declined to do so. Copies of any written explanation shall be forwarded to the Superintendent for his/her review and/or action.
- B. Teachers shall immediately report cases of abuse, assault, or classroom disruption (as delineated by Education Code sections 44810, 44811, and 44014) to the Administration. Whenever any employee of the District is attacked, assaulted, or menaced by any pupil, the site administrator shall immediately report the incident to the County Sheriff as required by Education Code 44014. The teacher has the option to report the incident to the County Sheriff as well. In all cases, the site administrator shall notify the Superintendent of the matter as soon as it is convenient to do so.
- C. The District shall obtain a liability insurance policy in order to protect the District against lawsuits which result from an act or omission of a teacher and/or employees in the scope of their employment. The District, however, is not authorized to pay exemplary (punitive) damages assessed against an employee.
- D. Prior to traveling on District business, employees shall submit a written request for approval of such travel. The Superintendent must approve trips out of the county. The building principal may approve trips inside the county.
- E. The District shall evaluate the need for:
 - 1. A separate desk for each employee.
 - 2. A suitable locked closet space in each classroom.
 - 3. Locked storage space in each classroom for instructional supplies.
 - 4. Hand-washing facilities in instructional areas such as industrial arts, art, business education, etc. If additional equipment or facilities are needed, the District shall make efforts to solve the existing problem; such efforts, however, shall be contingent upon fiscal ability.
- F. In each school, the District shall make restrooms and a lunchroom or lounge available exclusively for staff use.

- G. A telephone shall be made available at all times for the reasonable use of employees. Unauthorized long-distance telephone calls shall be charged to the employee.
- H. The District shall publish a statement of teacher rights and responsibilities as they relate to discipline, suspension, or expulsion of students. Copies of this statement shall be given to teachers no later than ten days after the beginning of each school year. Copies of the Education Code shall be kept in school offices, and shall be available for use by teachers.
- I. A site Safety Committee is established at each school site to (a) review safety conditions at the site and identify potential hazards and (b) attempt to resolve teacher/pupil safety issues that are brought to the Committee.

Process:

1. The Committee will be established at the school site in September of each school year. Members will be the school principal, the Association site representative, and two teachers from the site appointed by the site representative. The Principal may invite an appropriate classified employee to attend any committee meeting.
2. Meetings will be held quarterly or as needed and will be scheduled and called by either the school principal or the Association site representative.
3. At any time, a teacher at the school site may submit a problem or concern in writing to the school principal or site representative, and the principal or representative will schedule a meeting to occur within 14 calendar days to discuss alternatives and attempt to resolve the issues.
4. If the issues are not resolved at that meeting, the Association site representative or the principal will refer the Committee's findings to the District Safety Committee. Within 14 calendar days the District Safety Committee shall either resolve the issues or report its findings to the District Superintendent. The Superintendent's decision shall be final.

The process for submission of problems/concerns is intended for the review and correction of non-emergency safety issues. In emergency situations of whenever there is a present serious threat of injury to persons or property, the problem should immediately be brought to the attention of the school principal or in his/her absence the Superintendent.

ARTICLE XII: PUBLIC CHARGES

- A. Any citizen or parental complaint that is to be placed in an employee's file shall be reported to the employee by the administrator receiving the complaint.
- B. If the employee accused believes the allegations in the complaint are sufficiently serious to warrant a meeting, the employee shall request a meeting with the complainant. The administrator who originally received the complaint shall be present at said meeting if so requested by the employee.
- C. Discipline less than Dismissal:

All employees may be subject to discipline less than dismissal based upon criteria listed in EC 44932 (a) or any subsequent amendments to this section passed by the Legislature. This section shall apply for the entire work year as defined in Article 5 - Section I of the current contract for all employees.

ARTICLE-XIII: CLASS SIZE

- A. After a grace period of fifteen days at the beginning of each school year, individual class size shall not exceed the limits listed below. Every effort shall be made to equalize class loads. Class size is defined as the number of students enrolled in a teacher’s classroom as reflected on the classroom roster.

Kindergarten-3	The class size of Grades TK, K-3 will adhere to the State designated Class Size Reduction (CSR) number.
Grades 4-6 (self-contained)	30 students
Grades 6-12 (departmentalized)	180 students
Elem (K-5) Music	45 students
P.E./Lecture Classes	45 students
Special Ed	State Limits
Band/Performing Groups	No limit

- B. The District may create a triple-grade combination only if a teacher volunteers for the position. If no teacher volunteers for the position, two-grade level combination classes will be formed as necessary.
- C. As classes of equitable size are created, it is the goal of the district to distribute within classrooms males, females, Special education, and at-risk students as equitably as possible within and across the grade level.

ARTICLE XIV: FULL-INCLUSION

A. Training:

Where appropriate, staff shall be trained in the physical, academic, social, and medical needs of the full-inclusion student.

Training on the individual needs of a particular full inclusion student will be provided to staff members prior to the beginning of the placement.

Training and Full-Inclusion Team meetings will be held during the school day if possible. If the training or meetings are held outside of contracted hours, then employees will be paid the extra duty rate. Training classes must adhere the follow guidelines to qualify.

1. Class must be District Mandated for Special Education Only
2. Class should be during normal working hours
3. Training must be preapproved in writing by the site supervisor and superintendent

Annual training regarding special education laws, regulations, and guidelines shall be provided to employees.

B. Responsibility for Curriculum:

Case management of the full-inclusion student is the responsibility of the identified case carrier.

The classroom teacher retains the responsibility for the full inclusion student's curriculum.

ARTICLE XV: PERSONNEL FILES

- A. Materials in personnel files of employees which may serve as a basis for affecting the status of their employment are to be made available for the inspection of the person involved.
- B. Such material is not to include ratings, reports, or records which (1) were obtained prior to the employment of the person involved, (2) were prepared by identifiable examination committee members, or (3) were obtained in connection with a promotional examination.
- C. Every employee shall have the right to inspect such materials upon request, provided that the request is made at a time such person is not actually required to render services to the District.
- D. Information of a derogatory nature, except materials mentioned in the second paragraph of this section, shall not be entered or filed unless and until the employee is given notice and an opportunity to review and comment thereon. An employee shall have the right to enter, and have attached to any such derogatory statement, his/her own comments thereof. Such review shall take place during normal business hours, and the employee shall be released from duty for this purpose without salary reduction. (Education Code Section 44031).
- E. The person or persons who draft and/or place material in an employee's personnel file shall sign the material and signify the date on which such material was drafted and placed in the file.
- F. If an employee so requests, negative or derogatory material which has been in his/her personnel file for four years shall be sealed in an envelope and retained in the personnel file. The envelope shall be marked, "To be opened only by the Superintendent or his/her designee."
- G. Copies of materials in an employee's personnel file shall be provided at the employee's expense.
- H. Access to an employee's personnel file shall be limited to his/her immediate supervisor, the Superintendent, the Board, and District legal counsel. (This sentence is not to be construed as preventing the District from introducing into evidence items in the employee's personnel file, or complying with lawful subpoenas, court orders, and administrative orders.) The Board may only view personnel files if they have voted collectively to do so at a meeting, which has a set agenda.

ARTICLE XVI: PHYSICAL EXAMINATIONS

1. Examinations for tuberculosis will be required every four years. The cost of such examinations shall be borne by the District.

2. When directed by the Superintendent, an employee shall undertake a physical examination. The physician to administer this examination shall practice in northern California, and shall be acceptable to both the employee and the District. The cost for such an examination shall be borne by the District. The employee shall authorize the doctor to release the results of the examination to the District.

ARTICLE XVII: CERTIFICATED EMPLOYEE EVALUATION

In the Fall of 2019, the district will form a committee with KUTA to develop and pilot a new certificated evaluation system.

A. Purpose:

1. The purpose of assessment is the improvement of instruction.

B. Principles of Assessment:

1. Assessment shall be based upon cooperatively developed objectives.
2. The Board shall evaluate and assess employee competency as it reasonably relates to:
 - a. The progress of students toward standards established by the Board pursuant to Education Code section 44662.
 - b. The instructional techniques and strategies used by the employee.
 - c. The employee's adherence to curricular objectives.
 - d. The establishment and maintenance of a suitable learning environment within the scope of the employee's responsibilities.
 - e. The performance of those non-instructional duties and responsibilities, including supervisory and advisory duties and prescribed by the Board such as the following.
 - (1) All reports, forms, and other clerical items essential to the smooth operation of the school.
 - (2) Assigned duties.
 - (3) Dances, sporting events, school sponsored field trips, back-to-school night, open house, parent conferences, and yard duties.

The Board shall evaluate and assess the competency of non-instructional employees as it reasonably relates the fulfillment of their job responsibilities (Education Code Sections 44663,44664):

C. Procedures (Education Code Sections 44663, 44664):

1. Evaluation and assessment of the performance of each employee shall be made on a continuing basis, at the following intervals:

Probationary personnel shall be evaluated at least once each school year.

Employees with permanent status shall be evaluated at least once every other year.

Employees with permanent status and 10 years of service with the District may enter into an individual agreement, if they have obtained Highly Qualified status as defined in 20 U.S.C. section 7801 and their most recent evaluation met or exceeded standards, to be evaluated at least once every five years.

2. The evaluation shall include recommendations, if necessary, as to the areas of improvement in the performance of the employee.
 3. In the event an employee is not performing his/her duties in a satisfactory manner according to the standards prescribed by the Board, the employee in authority shall notify the employee in writing of such fact and describe such unsatisfactory performance.
 4. The employee in authority shall thereafter confer with the employee making specific recommendations as to areas of improvement in the employee's performance and endeavor to assist the employee in such performance.
 5. When any permanent employee has received an unsatisfactory evaluation, the employee in authority shall annually evaluate the employee until the employee achieves a positive evaluation or is separated from the District.
 6. An evaluation performed pursuant to this Article which contains an unsatisfactory rating of an employee's performance in the area of teaching method or instruction may include the requirement that the employee shall, as determined necessary by the employee in authority, participate in a program designed to improve appropriate areas of the employee's performance and to further pupil achievement and the instructional objectives of the employee in authority.
 7. Evaluation and assessment made pursuant to this Article shall be reduced to writing and a copy thereof shall be transmitted to the employee not later than thirty days before the last school day scheduled on the school calendar adopted by the Board for the school year in which the evaluation takes place. Before the last school day scheduled on the school calendar adopted by the Board for the school year, a meeting shall be held between the employee and the evaluator to discuss the evaluation.
 8. The employee shall have the right to initiate a written reaction or response to the evaluation.
 9. Such response shall become a permanent attachment to the employee's personnel file.
- D. Agreement between evaluator and evaluatee is reached at the beginning of the evaluation cycle on the number, priority, and appropriateness of objectives and

activities, standards of performance, assessment procedures, mitigating factors, support agreed upon, and modifications in objectives and in procedures.

- E. If agreement between evaluator and evaluatee is not reached by October 15, the matter shall be referred to the Superintendent for final resolution.
- F. If the employee finds that the approved objectives are not realistic, he/she shall submit a written request to the principal requesting an immediate meeting to discuss revision.
- G. If at any time during the school year, the principal determines that one or more aspects of the employee's performance needs immediate improvement, he/she shall request a conference with the employee and may complete an assessment and evaluation. A written copy of this assessment and evaluation shall be provided to the employee.
- H. A permanent employee who has received an annual evaluation with any less than satisfactory rating may request in writing that he/she be evaluated in the next school year. In the event of such a request, the District shall evaluate the employee in that next year.

ARTICLE XVIII: GRIEVANCES

A. Purpose:

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems, which may from time to time arise affecting the welfare or working conditions of employees prescribed by this Agreement. Both parties agree that these proceedings shall be kept informal and confidential as may be appropriate at any level of the procedure.

Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally, prior to Level One, with any appropriate member of the administration, and to have the grievance adjusted without intervention by the Association, provided that the adjustment is not inconsistent with the terms of this Agreement.

B. Actions to challenge or change the policies of the Board of Trustees and administrative regulations of the District or disputes for which a specific appeal procedure is provided by statute are not within the scope of this grievance procedure.

C. DEFINITION OF TERMS:

1. Grievance: A “grievance” is any complaint arising from an alleged violation, misinterpretation, or inequitable application of the provisions of this agreement.
2. Teacher: Any employee whose position is listed in Exhibit A.
3. Supervisor: A “supervisor” is the administrator having immediate jurisdiction over the grievant.
4. Grievant: A “grievant” is an employee or the Association when acting as representatives of two or more members of the Association.
5. Parties in Interest: “Parties in interest” are the employee or employees making the claim and any person who might be required to take action, or against whom action might be taken, in order to resolve a grievance. The Association or representatives thereof becomes a party in interest at Level One, Two, or Three if requested by grievant.
6. Conferee: A “conferee” is an individual chosen by any party in interest to assist in grievance proceedings, e.g., fellow employee, department head, supervisor, administrator, Association, or legal counsel.
7. A "day" is any day in which the District Office of Kelseyville Unified School District is open for business.

D. PROCEDURE FOR RESOLUTION OF GRIEVANCES:

1. Informal Level One: Within thirty duty days after an employee in fact knew of the condition upon which his/her grievance is based, he/she may request a conference with his/her supervisor. The conference shall be held within five duty days of the request.
2. Formal Level I:
 - a. Within five days after an informal conference that fails to satisfy the grievant, the grievant must present his/her grievance in writing.
 - b. This statement shall be a clear, concise statement of the grievance, the specific section of the collective bargaining agreement allegedly violated, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.
 - c. The building principal shall communicate his/her decision in writing to the employee and the Association within five days after receiving the grievance. Failure to do so shall be deemed a negative final decision.
 - d. Failure by a grievant to file a grievance in writing within the specified time limit shall constitute a waiver of the grievance and no further action under this procedure shall be taken.
3. Level II:
 - a. In the event the grievant is not satisfied with decision at Level I, the grievant may appeal the decision to the Superintendent or his/her designee within five days after the decision at Level I is final.
 - b. This statement shall be a clear, concise statement of the grievance, the specific section of the collective bargaining agreement allegedly violated, the circumstances involved, the decision rendered by the building principal, and the specific remedy sought.
 - c. The Superintendent shall communicate his/her decision in writing to the Association within five days after receiving the grievance. Failure to do so shall be deemed a negative final decision.
 - d. The Association, either in its own behalf or in behalf of the affected employee or employees may initiate a grievance which affects one or more employees in a single building or employees in more than one building at Level II. The Association may not

process a grievance in behalf of one employee without the individual's written authorization.

4. Level III

- a. In the event the grievant is not satisfied with the decision at Level II, he/she may, within ten days after receipt of the decision from the Superintendent or his/her designee, request in writing that the Association submit the grievance to mediation. If not submitted by the Association, the decision at Level II shall become final.
- b. The parties shall request the services of a mediator from the State Mediation and Conciliation Service.
- c. The mediator shall attempt to resolve the grievance through mediation and shall render an advisory decision in writing within 30 days of the selection of the mediator or of the hearing, if any.
- d. If the mediator fails to render the decision within 30 days, the grievance may be appealed to the Board of Trustees at Level IV within 10 days after the expiration of the 30 days.

5. Level IV

- a. If the grievance is not resolved through mediation, the grievant may request in writing a hearing before the Board of Trustees. Such request shall be filed in the Superintendent's office within five days of the close of the mediation effort.
- b. Should the Board of Trustees wish to consider any decision reached at Level III, it may order the decision vacated and the proceedings before the Board at Level IV commenced.
- c. The appeal shall include a copy of the original grievance, the decisions rendered, and a clear, concise statement of the reasons for the appeal.
- d. The decision of the Board of Trustees shall be based on the written documents and upon any legally authorized testimony presented by the grievant, the appropriate administrator, and any witnesses requested to testify. The Board shall request legal review before rendering a final decision, unless legal review was sought at Level III. The decision of the Board shall be rendered no later than thirty days subsequent to the Board of Trustees receiving the appeal.
- e. The decision of the Board shall be binding except that no rights of the grievant to further legal action shall be abrogated.

6. Level V - General Provisions
- a. No reprisals of any kind will be taken by the Superintendent or any member or representative of the Administration or the Board against participants in the grievance procedure by reason of such participation.
 - b. All proceedings under this Article shall remain confidential.
 - c. Grievance documents and records will be filed in a separate grievance file at the District Office. The aggrieved or a representative of the Association having the aggrieved person's written authorization shall be permitted to examine and/or obtain copies of materials in such grievance file.
 - d. A decision rendered at any step in these procedures becomes final and binding upon all parties unless appealed within the time limit specified. If a decision is not given within the time limit, an appeal may be taken directly to the next level.
 - e. The specified time limits for any step within this procedure may be altered by mutual agreement in writing between the parties.
 - f. In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the time limits may be reduced so that the procedure may be completed prior to the end of the school year or at such time which is mutually agreed upon.
 - g. Either party may be accompanied by a representative of his/her choosing at any level of this procedure.
 - h. The District may reject and refuse to consider a written grievance or appeal which does not contain all of the information required by the Article.

ARTICLE XIX: SAVINGS

1. If any provision of this Agreement or any application thereof to any employee is held by the courts to be contrary to law, then such provisions or applications 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 XX: COMPLETION OF AGREEMENT

- A. This document comprises the entire Agreement between the District and Association on the matters within the lawful scope of negotiation. The District and Association shall have no further obligation to meet and negotiate during the term of this Agreement on any subject whether or not said subject is covered by this Agreement, even though such subject was not known or considered at the time of the negotiations leading to the execution of this Agreement.
- B. This Article shall not be construed as a waiver of the duty to meet and negotiate a new agreement pursuant to Government Code Section 3543.7.
- C. By serving written notice on the other party on or before March 15, either party may reopen negotiations for the following year. Either party may reopen for negotiations Article I on salaries and Article VI on fringe benefits and any other two articles in this Agreement. The Association and the District agree to make diligent effort to settle, by September 30th, salary schedules, employee benefits, and any other two reopened articles of the Agreement presented for negotiations for the duration of the current contract. Other items may be negotiated during the year if mutually agreed upon by the Association and the District.

ARTICLE XXI: CALIFORNIA TEACHER INDUCTION

- A. KVUSD will contract with an outside agency for induction services; currently provided by the Sacramento County Office of Education.
- B. KVUSD will assume all program costs for implementation.

ARTICLE XXII: DUES DEDUCTION PROVISION

District and KUTA will adhere to SB 866 with the following Process:

- A. Any unit member who is a member of the Kelseyville Unified Teachers Association *KUTA*, /CTA/NEA, or who has applied for membership, may sign and deliver to KUTA Leadership the District an assignment authorizing deduction of unified membership dues, initiated fees and general assessments in the Association. Pursuant to such KUTA authorization to the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the unit member each month for ten (10) months. Deductions for unit members who sign such authorizations after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.

- B. Change in Membership Status
 1. The District will refer any eligible certificated employee concerning union dues or stopping union membership to the KUTA President.
 2. KUTA agrees to give timely written notification to the District of any changes in membership status.
 3. KUTA will reimburse any eligible certificated employees for dues deducted in error as determined by KUTA.

- C. The Association shall indemnify and hold the District harmless against all reasonable legal fees, costs, judgments, or settlements incurred in defending against any court action and/or administrative action before the Public employment Relations Board challenging the legality or constitutionality of the agency fee provisions of this Agreement or their implementation. The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to in the above paragraph shall or shall not be compromised, resisted, defended, tried, or appealed, but shall consult with the District prior to making any such decision or determination.

ARTICLE XXIII: TERM OF AGREEMENT

THIS AGREEMENT shall be effective July 1, 2020, and shall remain in full force and effect for the period of July 1, 2020 until June 30, 2022, unless a specific provision in the Agreement states other effective dates. In the second and third years of the Agreement, each party may reopen negotiations on salaries, health and welfare benefits, and one additional article. The parties may also agree in writing to reopen negotiations on additional subjects. All changes to be effective July 1, 2020.

For Kelseyville Unified Teacher's Association:

For Kelseyville Unified School District:

Chief Negotiator, Cathleen McCarthy

Superintendent, Dave McQueen

Date: 11/5/2020

Date: 11-6-2020

KUTA President, Christina Rixen-Taylor

Tim Gill, KVUSD Lead Negotiator

Date: 11-6-20

Date: 11-6-2020

Rick Winer, Board President

Date: 12/1/20

Ratified by Kelseyville Unified Teacher's Association on Nov. 16, 2020.

Ratified by the Board of Trustees for Kelseyville Unified School District on Dec. 01, 2020.

CERTIFICATED SALARY
 SCHEDULE Effective
7/1/2020 – 6/30/2021

UP TO	AB+30	AB+45	AB+60	AB+75	AB+90
1	44,436	45,324	46,695	48,367	49,819
2	45,324	46,695	48,367	49,746	51,238
3	46,695	48,367	49,746	50,990	52,520
4	48,367	49,746	51,435	53,181	54,778
5	50,304	51,935	53,625	55,375	57,035
6	52,494	54,127	55,815	57,563	59,291
7	54,686	56,314	58,007	59,749	61,542
8	56,874	58,504	60,194	62,786	64,671
9	59,069	60,699	62,385	64,130	66,054
10	61,258	62,885	64,576	66,321	68,311
11	61,259	65,076	66,764	68,514	70,466
12	61,260	65,079	66,765	69,896	71,993
13	61,261	67,268	68,954	72,081	74,243
14	61,261	67,268	68,954	72,081	74,243
15	61,261	67,268	68,954	72,081	74,243
16	61,262	67,269	71,147	74,167	76,393
17	61,262	67,269	71,147	74,167	76,393
18	61,262	67,269	71,147	74,167	76,393
19	61,262	67,269	71,147	74,167	76,393
20	61,265	67,271	73,335	78,534	80,892
21	61,265	67,271	73,335	78,534	80,892
22	61,265	67,271	73,335	78,534	80,892
23	61,265	67,271	73,335	78,534	80,892
24	61,265	67,271	73,335	78,534	80,892
25	62,796	68,952	75,169	80,498	82,913

Interns or persons eligible for a CTC issued waiver that allows them to teach without a preliminary or clear credential shall be compensated at 4% less than Step I, AB+30 (\$42,659.00). They shall remain at this level until they obtain a California Preliminary or Clear Credential.

Placement for individuals with a Preliminary or Clear California teaching credential and have an AB but are below +30 units will be on the first column of the salary schedule as well as granted credit for teaching experience.

Teachers holding a BCLAD or Bilingual Credential shall receive a yearly stipend of \$1,000. (Article I:d)

Teachers holding a Masters Degree shall receive a stipend of \$1,500 annually per Masters and an additional \$1,500 for a Doctorate Degree. (Article I:I)

Employees teaching AP classes shall be compensated \$1,000 for each AP subject taught. (Article I:L)

Extra-duty services rendered outside of the contracted day or during a teachers designated prep time \$44.00 per hour (Article I:R-1)

Extra-duty service that does not involve face-to-face instruction with students shall be paid at a rate of \$34.00 per hour (Article I:R. 2)

K-5 teachers assigned to a combination class shall receive a stipend of \$1,500. (Article I:E)

K-5 teachers absorbing students from an absent teacher's class shall receive a portion of \$200.00 per day to be divided between teachers affected by the disbursement. (Article I:F)

In recognition of the time spent for the preparation of IEP's and for attending IEP's after contracted hours, Special Education teachers shall receive a stipend of \$1,000 annually. Part-time teachers who qualify will receive a pro-rated amount. (Article I: J)

The base for calculating coaching & co-curricular stipends is \$41,000. (Exhibit B 15)

Exhibit B

**KELSEYVILLE UNIFIED SCHOOL DISTRICT
EXTRA-CURRICULAR SALARY SCHEDULE**

The following positions shall be paid according to the following groupings:

A	B	C
VAR FOOTBALL (1)	ASST.VAR FOOTBALL (2)	ASST JV FOOTBALL (2)
VAR BASKETBALL(2)	JV FOOTBALL (1)	JV VOLLEYBALL (1)
HS BAND (1)	VOLLEYBALL (1)	JH BASKETBALL (4)
NOON REC (3)	CROSS COUNTRY (1)	JV BASEBALL (1)
PEP SQUAD (1)	JV BASKETBALL (2)	ASST. TRACK (1)
F.F.A ADVISOR (2)	WRESTLING (1)	ASST. WRESTLING (1)
K-CORP ADVISOR (1)	BASEBALL (1)	HS SWIMMING (1)
VOC ED COORDINAT(1)	SOFTBALL (1)	ACADEMIC DECATHLON
HS ASB ADVISOR (1)	TENNIS (1)	COORDINATOR
	TRACK (1)	
	GOLF (1)	
	ACCREDITATION CHAIR 1	
	VAR SOCCER (2)	
	HS YEARBOOK ADVIS (1)	
	HS DRAMA (1)	
	E	F
	6 th BASKETBALL (2)	FFA YEAR ROUND EMP 1
	KHS CLASS ADVISERS (12)	FFA PROJECT SUPERV 1
	JH YEARBOOK ADVISER (1)	FFA BARN SUPERVIS 2

1. Accumulated KUSD experience within the same co-curricular activity will result in vertical salary steps.
2. Personnel reaching the maximum step in the column in which he/she is in shall advance vertically no further.
3. New personnel shall be placed according to their experience up to a maximum of five years. Such experience may require verification if deemed necessary by the Board.
4. Teachers have first priority in filling extra duty positions on the extra duty schedule.

5. Extra-duty positions not filled by employees may be filled by others on a yearly basis. Non-bargaining unit members employed in the 1994-95 school year may maintain their current positions.
6. Job descriptions should be developed for each position on the extra-duty schedule by July 1997. Job descriptions need to follow a common format.
7. Selection, evaluation, and possible dismissal from extra-duty positions are the responsibilities of the site administrators where the extra-duties are performed.
8. Funds allocated for the payment of stipends to employees shall not be diverted to other purposes.
9. Internal vacancies shall be posted for a minimum of four days.
10. Prior to June 1, an employee may make a request in writing to the Superintendent expressing interest in extra-duty positions which become available during the summer. Employees will be notified by mail if self-addressed, stamped envelopes are provided to the District Office.
11. Creation of all new District athletic teams, which require a coach must first be discussed and placed on the extra-duty salary schedule before agreement and/or implementation of the team by the Board of Trustees.
12. Summer school is considered an extra-duty position. Employees will have first consideration for available positions. Employees interested in applying for summer school positions will submit a letter to the District Office prior to the posted deadline. Teachers will be hired following these guidelines:

1st Round:

- a. Teachers employed in Summer School the previous year with the highest district seniority.
- b. If needed, new applicants will be hired, having an appropriate credential and in order of highest district seniority.

2nd Round:

If, in June, due to increased student enrollment, additional teachers are needed, hiring will follow the guidelines listed in b above.

Teacher Placement:

Teachers holding appropriate credentials will be assigned as follows:

- a. Highest district seniority grades K-6.
- b. Highest district seniority grades 7-12.

Layoffs:

If enrollment drops any time after the beginning of Summer School, teachers will be released as follows:

- a. Grade levels will be divided K-3, 4-6, 7-9, & 10-12.
 - b. 2nd round hires will be laid off first, based on lowest district seniority at the grade levels listed in a.
 - c. 1st round hires will then be released based on lowest district seniority at the grade levels listed in a.
13. Employees may volunteer to cover classes during prep periods for teachers who need to be absent for a portion of the day to fulfill extra-duty assignments.
 14. The extra-duty salary schedule will be reviewed annually. If the situation arises, a position may remain vacant/unfilled upon agreement between the Association President and the Superintendent.
 15. The base for the purpose of calculating stipends for coaching and co-curricular activities as listed in Exhibit B is \$41,000.

KELSEYVILLE UNIFIED SCHOOL DISTRICT
EXTRA-DUTY SALARY SCHEDULE

CATEGORY A

Step 1 6.85% of base
Step 3 6.85% of base plus \$200
Step 6 6.85% of base plus \$400
Step 9 6.85% of base plus \$600
Step 12 6.85% of base plus \$800

CATEGORY B

Step 1 5.35% of base
Step 3 5.35% of base plus \$160
Step 6 5.35% of base plus \$320
Step 9 5.35% of base plus \$480
Step 12 5.35% of base plus \$640

CATEGORY C

Step 1 4.35% of base
Step 3 4.35% of base plus \$130
Step 6 4.35% of base plus \$260
Step 9 4.35% of base plus \$390
Step 12 4.35% of base plus \$520

CATEGORY D

Step 1 3.65% of base
Step 3 3.65% of base plus \$100
Step 6 3.65% of base plus \$220
Step 9 3.65% of base plus \$330
Step 12 3.65% of base plus \$440

CATEGORY E

Step 1 1.85% of base
Step 3 1.85% of base plus \$40
Step 6 1.85% of base plus \$80
Step 9 1.85% of base plus \$120
Step 12 1.85% of base plus \$160

CATEGORY F

\$2,000

An extra section break has been inserted above this paragraph. Do not delete this section break if you plan to add text after the Table of Contents/Authorities. Deleting this break will cause Table of Contents/Authorities headers and footers to appear on any pages following the Table of Contents/Authorities.