

AGREEMENT BY AND BETWEEN

THE

KNIGHTS FERRY ELEMENTARY SCHOOL DISTRICT

AND THE

KNIGHTS FERRY TEACHERS ASSOCIATION, CTA/NEA

2016-2017

2017-2018

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ARTICLE I -- AGREEMENT

- 1.1 The Articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Governing Board of the Knights Ferry Elementary School District ("Board") and the Knights Ferry Teachers Association CTA/NEA ("Association"), an employee organization.
- 1.2 This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code ("Act").
- 1.3 This Agreement shall remain in full force and effect from the date of ratification until June 30, 2015..

ARTICLE II -- RECOGNITION

- 2.1 The Board recognizes the Association as the exclusive representative of all certificated employees of the Board including all regularly employed classroom teachers and excluding supplemental and substitute teachers, all certificated employees designated as management, supervisory, or confidential for the purpose of meeting and negotiating.

ARTICLE III – DEFINITIONS

- 3.1 "Unit Member" refers to any employee who is included in the appropriate unit as defined in Article II and therefore covered by the terms and provisions of this Agreement.
- 3.2 "Days" means school days during which students are required to be in attendance.
- 3.3 "Daily Rate of Pay" means the unit member's annual salary divided by the number of duty days required by the Agreement.
- 3.4 "Duty Days" means days during which unit members are required to be present at school.

ARTICLE IV -- NEGOTIATION PROCEDURES

- 4.1 No earlier than February 20 of the calendar year in which this agreement expires, and no later than April 30, the parties shall submit their initial proposals.
- 4.2 Unless mutually agreed upon, there shall be no reopening of any item or provision during the term of this Agreement. The association and the district agree to reopen Article 19.2 (Salary Schedule) for 18-19 and up to two re-openers from each party.
- 4.3 The parties shall meet and negotiate in good faith on negotiable items once the public notice provisions of the Educational Employment Relations Act have been met. Any agreement reached between the parties shall be reduced to writing and signed by them.

- 4.4 Within thirty (30) days of ratification of the Agreement or modifications to this Agreement by both parties herein, the Board shall have copies prepared and delivered to the Association for distribution to each bargaining unit member in the District.
- 4.5 Negotiations shall take place at a mutually agreeable time and place.

ARTICLE V – MAINTENANCE OF BENEFITS / MISCELLANEOUS PROVISIONS

- 5.1 This Agreement shall supersede any rules, regulations, or practices of the District which are, or may in the future be contrary to, or inconsistent with its terms.
- 5.2 The provisions of this Agreement shall not be interpreted or applied in a manner that is arbitrary, capricious, or discriminatory. Rules, which are designated to implement this Agreement, shall be uniform in application and effect.
- 5.3 The District shall not change any policies, procedures, or practices that are subjects of negotiation under Government Code 3543.2(a), but are not addressed in the Agreement until it has negotiated said changes with the Association.
- 5.4 Individual Contracts: The District will not negotiate any individual contracts with unit members that contain terms inconsistent with this agreement without the Associations approval.
- 5.5 Lesson Plans: Lesson plans which provide sufficient guidance to a substitute will be made available.

ARTICLE VI -- NON-DISCRIMINATION

- 6.1 Neither the Board nor the Association shall unlawfully discriminate against any unit member based on race, color, creed, age, sex, national origin, political affiliation, domicile, marital status, physical disability, membership in an employee organization or participation in the activities of an employee organization.
- 6.2 Applications forms and oral interview procedures shall not refer to membership in or preferences for employee organizations.

ARTICLE VII -- SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law by a court of competent jurisdiction, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.

ARTICLE VIII -- STATUTORY CHANGES

Improvements and or reduction or elimination of benefits which are brought about by amendment or repeal of statutory guarantees incorporated in this Agreement shall obligate the parties to meet and negotiate regarding such benefits after the public notice provisions have been met.

ARTICLE IX -- PERSONNEL FILES

- 9.1 There shall be one (1) personnel file for each unit member, which shall be kept in a locked file in the District's office. The only persons with access to a unit member's personnel file are the Superintendent-Principal, the District Trustees by formal Governing Board action, confidential employees designated by the Superintendent, and the unit member, upon request. The contents of all personnel files shall be kept in strictest confidence. The District shall keep a log indicating the persons who have requested to examine a personnel file, as well as the dates such requests were made. Such log shall be available for examination by the unit member or his/her authorized Association representative.
- 9.2 No items shall be placed in a unit member's personnel file until he/she has been given a copy and a minimum of ten (10) days to respond.

ARTICLE X -- GRIEVANCE PROCEDURE

10.1 Definitions

10.1.1 A grievance is a claim by one or more unit members or the Association that there has been a violation, misinterpretation or misapplication of this Agreement.

10.1.2 A grievant is one or more unit members or the Association making the claim.

10.1.3 A day is defined in Section 3.2 of this Agreement

10.2 Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems that may from time to time arise concerning the application or interpretation of this agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

10.3 Procedure

10.3.1 Level I – Initial Resolution

A grievance shall be presented in writing to the immediate supervisor within ten (10) working days of the occurrence, act, or omission that has given rise to the grievance, or within ten (10) working days of when the employee could reasonably have known of said occurrence, act, or omission. The grievance shall include a clear, concise statement of the grievance, including the provisions of this Agreement claimed to have been violated, the names of the persons aggrieved, the circumstances involved, and the remedy sought. The immediate supervisor shall meet with the grievant(s) and an Association Representative, if requested by the grievant, within ten (10) days of receipt of the grievance. The immediate supervisor shall provide a written disposition of the grievance, including the reasons therefore, to the grievant and to the Association President within ten (10) days of such meeting. If the grievant is not satisfied with the disposition of the grievance or if no disposition has occurred within the time limits as expressed above, the grievance may be appealed to Level II.

10.3.2 Level II – Appeal to the Board of Trustees

Notice of the intent to appeal to the Board of Trustees must be made within ten (10) working days of receipt of the Superintendent's written disposition of the Level 1. If the grievant is not satisfied with the disposition of the grievance or if no disposition has occurred within the time limits as expressed above, the grievance may be appealed to Level III.

10.3.3 Level III – Mediation

Should the grievance not be resolved at Level II, the grievant may request, within 10 days, that the matter be heard by a Mediator from the State Mediation and Conciliation Service. The mediator shall hear the case as soon as practicable and shall work with the parties in an attempt to resolve the issue(s) presented.

10.3.4 Level IV Binding Arbitration

10.3.4.1 Within ten (10) working days of the completion of mediation, the grievant may request in writing that the Association submit the grievance to arbitration. If the Association determines to proceed to arbitration it shall notify the District of the decision and thereafter the District and the Association shall attempt to mutually agree upon an arbitrator to decide the dispute. If, within ten (10) days,

the parties are unable to agree upon an arbitrator, the parties shall request the American Arbitration Association (AAA) to supply a list of arbitrators from which to select. The parties shall use the procedures of the AAA to select the arbitrator. In any event, the AAA Voluntary rules of labor arbitration shall be used as a general guideline. If there are any conflicts the following limitations in 10.3.4.2 shall prevail. The arbitrator's recommendations shall be in writing and will set forth his/her findings of fact, reasoning, and conclusions of the issues submitted. The decision of the arbitrator shall be submitted to the Association and the District and will be final and binding upon the parties. The decision of the arbitrator shall be implemented within fifteen (15) days of receipt by the parties if no date certain is set by the arbitrator. The cost of the arbitration, including travel, per diem, and the cost of a reporter and transcript, if any, will be divided equally between the parties. Each party shall bear the cost of its own representative(s), and witnesses as needed. Release time shall be granted for the grievant(s), Association representatives, and witnesses as needed to attend the hearing. No more than two teachers shall be released on any one day.

10.3.4.2 The arbitrator shall be subject to the following limitations.

10.3.4.2.1 The arbitrator will be without authority to make decisions which require the commission of an act prohibited by law or which is in violation of the terms of this agreement.

10.3.4.2.2 The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this agreement. The arbitrator shall also be limited to fashioning remedies only within the terms of this agreement.

10.3.4.2.3 The arbitrator shall have no power to establish salary structures or salary schedules.

10.3.4.2.4 The arbitrator shall have no power to validate or invalidate the content of classroom observation documentation or performance evaluations.

10.3.4.2.5 The arbitrator shall have no power to establish or recommend any financial award except for back pay. General and punitive damages shall not be awarded in any case.

10.4 Time Limits

10.4.1 Time limits provided for at each level shall begin the day following receipt of the grievance, grievance appeal or written decision.

10.4.2 Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered to be maximums and every effort should be made to expedite the process. The time limits may, however, be extended by mutual agreement.

10.4.3 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, and, if left unresolved until the beginning of the following school year, could result in harm to the grievant(s), the time limits set forth herein will be reduced so that the procedure may be exhausted prior to the end of the school year or as soon as is practicable.

10.5 Rights of Representation: A unit member alleging a grievance may be represented at all stages of the grievance procedure by an Association designated representative.

10.6 No reprisals: No reprisals of any kind shall be taken against any participant in the grievance procedure by reason of such participation.

10.7 Miscellaneous Provisions: All documents, communications and records dealing with the procession of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.

ARTICLE XI -- ORGANIZATIONAL SECURITY

11.1 Dues Deduction

The District will deduct from the pay of Association members and pay to the Association the normal and regular monthly Association membership dues or fees as voluntarily authorized in writing by the employee on the Association membership form, subject to the following conditions:

11.1.1 The right of payroll deduction for payment of organizational dues shall be accorded exclusively to the Association. Association members who currently have authorization on file for the above purposes need not be re-solicited. Association dues and fees, upon formal written request from the Association to the District, shall be increased or decreased without re-solicitation and

authorization from unit members. Any changes to be made in dues/fees deduction, shall be sent, in writing, to the District by the Association at least twenty (20) days prior to the pay period in which the change is to be made. Pursuant to authorization by the unit member, the District shall deduct one-twelfth (1/12) of the Association dues and fees from the regular salary check of the unit member each month for twelve (12) months. Deductions for unit members who authorize deductions after commencement of the school year shall be appropriately prorated to complete the payment by the end of the school year.

11.1.2 Such deduction shall be made only upon submission of the Association membership form to the designated representative of the District, duly completed and executed by the employee and the Association.

11.1.3 The District shall not be obligated to put into effect any new, changed or discontinued deduction until the pay period commencing twenty (20) days or more after such submission.

11.1.4 With respect to all sums deducted by the District, pursuant to Section 11.1.2 above, the District agrees to promptly remit such monies to the Association and maintain an alphabetical list of unit members for whom such deductions have been made and any changes that may have occurred since the previous list. This document will be provided upon request.

11.2 Organizational Security

11.2.1 Organizational security within the scope of employee representation by the Association requires an employee, as a condition of continued employment, either to join the Knights Ferry Teachers Association, or to pay the organization a fee in an amount not to exceed the standard initiation fee, periodic dues, and general assessments of the organization for the duration of this Agreement.

11.2.2 The Association and District agree to furnish each other any information needed to fulfill the provisions of this Article.

11.2.3 Any unit member who qualifies as a religious objector shall not be required to join or financially support the Association as a condition of employment; except that such unit member shall pay, in lieu of agency fee, a sum equal to such agency fee to one of the following examples of non-religious, non-labor organizations, charitable funds exempt from taxation under Section 501 (c) (3) of Title 26 of the Internal Revenue Code:

11.2.3.1 Foundation to Assist California Teachers (FACT)

11.2.3.2 The United Way

11.2.3.3 The American Cancer Society

11.2.4 To receive a religious exemption, the unit member must submit a reasonably detailed written statement establishing the basis for the religious exemption to the Association.

11.2.5 Proof of payment shall be made on an annual basis to the Association and District as a condition of continued exemption from the payment of agency fee. Proof of payment shall be in the form of automatic payroll deduction, receipts, and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the agency fee has been made. No in-kind services may be received for payments, nor may the payment be in a form other than money such as the donation of used items. Such proof shall be presented on or before the due date for cash dues/fees each school year.

11.2.6 The Association agrees to pay to the District all reasonable legal fees and legal costs incurred in defending against any court action and/or administrative action 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 above shall or shall not be compromised, resisted, defended, tried or appealed.

ARTICLE XII -- ASSOCIATION RIGHTS

12.1 The Association shall have the right to use the District mail service and unit member mailboxes for communication to the unit members. In addition, the Association shall have the right to use District telephone, computers, e-mail, facsimile, copy machines and other means of communication to unit members. Use of District equipment shall not violate Education Code section 7054.

12.2 The Association shall have the right to post notices of activities and matters of Association concern on a designated Association bulletin board.

12.3 The Association shall have the right to use District facilities for Association meetings. Meetings shall not conflict with student instructional time or other District activities and shall be scheduled so that there is no expense to the District.

ARTICLE XIII -- DISTRICT RIGHTS

- 13.1 All of the rights, powers, and/or authority which the District lawfully exercised prior to the execution of this Agreement shall be retained and remain in full force and effect, except as to those rights powers and authority that are modified, abridged, and/or waived by this Agreement.
- 13.2 The Board of Trustees retains its right to amend, modify or rescind policies and practices referred to in this Agreement in cases of emergency.
- 13.3 An emergency is defined as an event or series of events that constitutes an immediate, unanticipated or potential threat to the health or safety of District staff or students.

ARTICLE XIV -- REDUCTION IN FORCE

Pursuant to Government Code section 3543.2(c), a layoff is defined as a reduction in the number of employees or the number of bargaining unit positions that result in a unit member being released from employment during the term of this Agreement. To implement any such layoff, as defined, the District shall comply with the procedures outlined in the Education Code.

ARTICLE XV – EVALUATION

- 15.1 This procedure shall be used to improve the instructional abilities of the unit members. Evaluations shall contain positive suggestions for improvement with evidence of administrative and teacher cooperation in the areas identified as needing attention.
- 15.2 Probationary and temporary unit members shall be evaluated each school year. Permanent unit members with less than ten (10) years of experience in the District shall be evaluated in writing at least every other year. Permanent unit members with ten (10) years or more of service in the District and who meet or exceed standards in all areas in previous evaluations during that ten (10) year duration may mutually agree with the Administrator to be evaluated every four years. The unit member or the evaluator may withdraw consent to this four-year evaluation cycle at any time.
- 15.3 Prior to November 1 of each school year, the administrator shall meet with each unit member designated for evaluation in the current year and begin to mutually develop the goals and objectives for that year's evaluation in conformance with Education Code Section 44662.
- 15.4 A conference shall be held after each announced observation. Observations shall consist of both announced and unannounced visitations and shall occur at least once

each year as part of the evaluation process.

- 15.5 The summary evaluation shall be reduced to writing and delivered to the unit member during a conference with the administrator no later than thirty (30) calendar days before the end of the instructional year. The unit member shall be given an opportunity to attach a written statement of his/her views to the evaluation summary. Where a "needs to improve" is indicated, administrative assistance will be offered.
- 15.6 Unit members shall not be required to evaluate other unit members.

ARTICLE XVI – HOURS

- 16.1 It is recognized by both the District and the Association that the job of teaching varies from day-to-day and that in addition to teaching during the day, teachers may be expected to perform other professional duties outside the instructional day. Unit members shall work a day that assures competence in their particular field or occupation. The usual workday for unit members shall begin 15 minutes before school commences and ends 15 minutes after student dismissal. On Minimum Days, the workday will begin and end at the same time as that of a regular school day, except on minimum days during parent conference week and prior to scheduled breaks teachers may leave campus after all of their students have left campus.
- 16.2 Each teacher is entitled to a 30-minute duty free lunch within the workday.
- 16.3 In addition to the professional requirements recognized in Article 16.1, unit members shall be present at Back-to-School Night, Open House, I.E.P. meetings, and teacher or school scheduled parent conferences. Unless there are exceptional circumstances, unit members will attend no more than two (2) staff meetings a month lasting no longer than one (1) hour each. Attendance at the above is required unless the Superintendent/ Principal or designee gives prior approval of an absence due to an unavoidable schedule conflict.
- 16.4 The work-year for unit members who have achieved permanent status as defined in Article 22.1 of this Agreement shall be 183 days. Temporary and/or Probationary unit members shall have a work-year of 183 days. Workdays required by the District beyond the designated number of days will be compensated at the individual's daily rate for each additional full day worked.
- 16.5 The teacher work calendar shall be mutually negotiated and adopted by the Association and the Board prior to the May Board meeting.

ARTICLE XVII – SAFETY

- 17.1 Teachers shall not be required to work in unsafe or hazardous conditions or perform tasks that endanger their health, safety, or well-being.
- 17.2 Upon notification, the District shall attempt to correct any unsafe or hazardous condition within two weeks. Teachers have the responsibility to report any unsafe condition to the administration as soon as practicable.

ARTICLE XVIII – LEAVES

18.1 Personal Illness and Injury:

- 18.1.1 Use of Sick Leave: Sick leave for each year shall be credited to the employee at the beginning of employment and may be used by the employee at any time before it is actually earned, but in the event of termination of employment, an adjustment shall be made in the final pay warrant if the employee has used more sick leave than has been earned. Ten (10) days of sick leave shall be granted to each full-time employee per year. Sick leave for employees on less than full-time duty shall be in proportion as their employment is to full time.
- 18.1.2 Crediting of Sick Leave: At the beginning of the fiscal year following the employee's original employment, the employee shall be credited with the unused portion of accrued sick leave plus the full year's sick leave for the fiscal year.
- 18.1.3 Absence Reports: Reports of personal illness resulting in the use of sick leave shall be directed to the school. If an absence that may continue is anticipated, the teacher shall attempt to notify the school secretary before 2:30 p.m. of the need to continue on sick leave. Verification of illness may be required by the District pursuant to Board Policy/Administrative Regulation 4161.1.
- 18.1.4 The District shall notify all teachers, in writing, by September 1 of each year of their total number of days of accumulated sick leave, including those to which they are entitled for the current school year. A summary report will also be provided at the end of each school year.
- 18.1.5 Any teacher who has accumulated unused sick leave in another school district or county schools office in the State of California at the time he/she is employed shall be given full credit for such unused sick leave if consistent with State law. The District shall provide *clerical* assistance for this purpose.

18.2 Bereavement Leave

18.2.1 A teacher shall be entitled to the use of up to three (3) days of fully paid leave of absence in the event of the death of any member of his/her immediate family or up to five (5) days of such leave if out of state travel or travel within the state of at least 250 miles one way is required.

18.2.2 Members of the immediate family are defined as follows: spouse, mother, mother-in-law, father, father-in-law, son, son-in-law, daughter, daughter-in-law, sister, sister-in-law, brother, brother-in-law, grandparent, grandchild, of the employee or the spouse of the employee, or any person living in the immediate household of the employee.

18.2.3 No charge shall be made against the employee's sick leave account for the use of this leave.

18.2.4 Report of leave shall be made to the school secretary as soon as practical, but prior to the commencement of the leave unless notification is not possible.

18.3 Jury Duty and Court Subpoena

18.3.1 Notification: Employees should notify the District Administration Office of the desire to apply for such leave as soon as possible, prior to the date service must be rendered.

18.3.2 Basis of Pay: Such leaves of absence shall be granted with pay up to the amount of the difference between the employee's regular earnings and the amount received for jury or witness fees, not including reimbursements for transportation expenses. Any checks received for jury or witness fees should not be cashed but rather endorsed to the School District.

18.4 Personal Necessity

Every teacher shall be entitled to use seven (7) days of his/her paid sick leave allotment during each school year for cases of personal necessity. "Personal necessity" means situations dealing with business or personal activities that cannot be dealt with before or after the school day.

18.4.1 Two (2) days of personal necessity may be used each year without providing any specific reason, however, at least one (1) day advance notice shall be required.

18.5 Maternity Leave/Pregnancy Disability:

Period of Absence: the beginning and ending dates of the leave will be determined on

the basis of the teacher's physical condition as certified by her physician. Childbirth or complications arising from pregnancy shall be treated in the same manner as other physical disablements that keep an employee from work, and in accordance with applicable state and federal laws.

18.6 Parental Leave:

A period of up to one (1) year unpaid leave may be granted. This time may be extended by mutual agreement of the parties.

18.7 Miscellaneous Leave

18.7.1 The District may grant additional leaves with or without pay for any reason the District deems appropriate. Purposes of such leaves may include, but not be limited to, child rearing, health, study, travel, or legislative service.

18.7.2 Leaves of absence granted under this section shall not be counted as service time for any purpose except for eligibility for early retirement benefits or eligibility for sabbatical leave when available.

18.7.3 Insurance coverage extended to teachers by action of this Agreement may be continued for teachers on any unpaid leave. The teacher is responsible for submitting a check or money order to the Office prior to the first day of each month, or postdated monthly checks for the duration of the leave. The teacher shall be responsible for the full cost of such insurance. Insurance coverage will cease for any teacher failing to submit the cost of the insurance by the required due date.

18.7.4 Leaves granted under the terms of this article may be extended at the discretion of the District if the teacher requests such extension in writing at least thirty (30) days prior to the scheduled termination of the leave.

18.7.5 Factors to be considered by the District when making a decision relevant to leaves covered by this article shall include:

18.7.5.1 Information provided in the leave application;

18.7.5.2 The needs of the teacher (physical, emotional, etc.)

18.7.5.3 Such other factors the District deems appropriate.

18.7.6 If the request for leave is denied, the District shall notify the teacher in writing, stating the reason for such denial within twenty (20) working days of the

application, if possible.

18.8 Extended Illness Leave

When a unit member is absent from duties on account of illness or accident, after exhausting all accumulated sick leave, for a period of five school months or less, whether or not the absence arises out of or in the course of the employment of the employee, the amount deducted from the salary due the employee for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employee employed to fill his/her position during the absence or, if no substitute employee was employed, the amount which would have been paid to the substitute had a substitute been employed. A teacher shall not be provided more than one five-month period per illness or accident. However, if a school year terminates before the five-month period is exhausted, the teacher may take the balance of the five-month period in the subsequent school year.

18.9 Industrial Accident and Illness Leave

Leaves of absence are provided, in accordance with provisions of Education Code Section 44984, with the following rules and regulations, in cases of accident or illness arising out of and in the course of employment.

18.9.1 Allowable leave shall be for not less than 60 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;

18.9.2 Allowable leave shall not accumulate from year to year;

18.9.3 Industrial accident or illness leave shall commence on the first day of absence;

18.9.4 When a certificated employee is absent from duties on account of an industrial accident or illness, he/she shall be paid such portion of the salary due for any month in which the absence occurs as when added to any temporary disability payment will result in a payment not to exceed the normal regular salary;

18.9.5 Industrial accident or illness leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award.

18.9.6 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 for the same illness or injury.

ARTICLE XIX – SALARY & HEALTH AND WELFARE BENEFIT

19.1 Health Benefits

19.1.1 The District will contribute \$10,000.00 for each full-time unit members medical and dental benefits.

19.2 The Salary Schedules attached as Appendix A to this contract shall remain in force for the 2016-2017 and 2017-2018 school year.

19.3 Stipends:

19.3.1 Master's Degree -- \$1,000.00

19.3.2 Principal designee -- \$500.00

19.3.3 Student Council Advisor -- \$500.00

19.3.4 Student Newspaper Advisor -- \$500.00

19.3.5 Graduation Coordinator -- \$1,000.00

19.3.6 Outdoor Education -- \$1,000.00

19.3.7 Combination Classes (two grades for majority of day) -- \$1500.00

19.3.8 Average class size through P2 between 25 and 30 -- \$500.00 or

Average class size through P2 of 31 or more -- \$1000.00

19.4 Retiree Benefit for Employees

Employees, who have served the District for 20 or more years, are qualified for STRS retirement and who retire from service as an active employee of the District may request the District to purchase medical and/or dental health benefits for the employee for a period of five years, or until Medicare eligible, (whichever comes first), for up to the amount of the cap at the time of retirement. All benefits shall terminate 90 days after the retiree's death: retiree's spouses are not entitled to survivor benefits. Should the qualified employee decide to forgo the coverage at the time of retirement or should the qualified employee cancel coverage, this benefit will be lost. Employees, that have been continuously opted out since the District changed insurance carriers in 2008 who were grandfathered in to be able to opt out, will need to provide proof of insurance and proof of premiums paid. The employee will then be reimbursed by the District cash for the amount of the premiums paid or the current cap whichever is less.

ARTICLE XX -- SALARY ADVANCEMENT

20.1 Units toward salary schedule advancement are given for college or university units taken that apply to a higher degree, that apply to a credential, or to a supplemental license/authorization, or that will serve to augment, improve, maintain, or reinforce

teaching skills.

- 20.2 An employee will not receive credit towards salary schedule advancement for units earned on or before the date of receiving a bachelor's degree unless the units are identified as postgraduate units.
- 20.3 Upper division and graduate level courses or workshops from accredited colleges and or universities will be accepted toward salary advancement provided they meet the requirements of section 20.1.
- 20.4 Approval must be received from the Superintendent/Principal prior to applying a class toward salary schedule advancement. An employee must submit a request for course approval on the appropriate District form to the Superintendent/Principal.
- 20.5 Grades of A, B C, and Pass/Credit will be acceptable for salary advancement purposes. An official transcript or grade report must be submitted to the District.
- 20.6 Employees may not make more than one column advancement per school year. This section shall not preclude any employee from acquiring and using units earned in excess of the amount needed for movement in future school years.
- 20.7 It is the employee's responsibility to submit evidence of units completed to the District prior to September 10th to obtain credit for advancement.
- 20.8 No credit will be applied to the salary schedule for units received in which all of the class, seminar, or workshop fees were paid by the District unless the District required the teacher to attend such a class.

- 20.9 Employees may receive credit for units offered at seminars or workshops for advancement on the salary schedule, provided the units comply with Sections 20.1 and 20.3.
- 20.10 If the District requires special training, the District will agree to allow the teacher to claim one credit unit per fifteen hours that may apply to the salary schedule
- 20.11 New employees, those hired after January 12, 2017 may receive service credit for 15 years of teaching experience to be applied to placement on the salary schedule commensurate with earned post-credential units. Classroom teaching experience outside the public K-12 system will be evaluated for its similarity to typical K-12 teaching and applied as appropriate to salary schedule placement by the superintendent-principal.

ARTICLE XXI – REASSIGNMENT

- 21.1 Notification of Tentative Assignment: Each unit member shall be given notice no later than May 15 of the next year's tentative assignment. Such notice shall specify grade level and any special assignments or subjects to be taught.
- 21.2 Seniority: Seniority is defined as the unit member's initial date of service in paid probationary status pursuant to Education Code section 44844.

ARTICLE XXII -- PERMANENT STATUS

- 22.1 After two (2) years of complete and consecutive service with the District as provided by the California Education Code, teachers will be granted permanent status beginning with the start of their third year.
- 22.2 The District and Association agree that permanent status will be granted pursuant to the applicable sections of the California Education Code.

Ratification

For the Knights Ferry Elementary School District

Ratification

For the Knights Ferry Teachers Association

_____ Date: _____
Janet Skulina
Superintendent/Principal

_____ Date: _____
Randy Russell
KFTA President