

COLLECTIVE BARGAINING AGREEMENT

Between the

KENTFIELD SCHOOL DISTRICT

and

KENTFIELD TEACHERS ASSOCIATION/CTA/NEA

JULY 1, 2019 - JUNE 30, 2022

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AGREEMENT

THIS AGREEMENT is made between the KENTFIELD SCHOOL DISTRICT (District) through its BOARD OF TRUSTEES (Board), and the KENTFIELD TEACHERS ASSOCIATION/CALIFORNIA TEACHERS' ASSOCIATION/ NATIONAL EDUCATION ASSOCIATION (Association).

The term "Agreement" as used herein means the written agreement provided under Section 3540.1 (h) of the Government Code.

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RECOGNITION

The District recognizes the Association as the exclusive representative for the employees of the Certificated Unit.

The Certificated Unit consists of all certificated employees excluding Principals, District Office administrators, day-to-day substitutes, home teachers on on-call status, independent contractors, and summer school employees.

This Agreement applies only to employees in the representation unit described above.

The composition of the recognized unit may be modified by agreement of the parties. In the event the parties cannot agree, the Public Employee Relations Board shall decide.

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EMPLOYEE RIGHTS

3.1 Employees shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purposes of representation on all matters of employer-employee relations.

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

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

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

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

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

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

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

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

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

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

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

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

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

4

DISTRICT RIGHTS

The District shall retain those rights provided by law, except as modified in this agreement.

5

CURRENT WORK YEAR

The work year for members of the bargaining unit shall consist of one hundred and eighty seven (187) workdays. One hundred and eighty (180) of these days will be instructional days. Seven (7) of the work days shall be specified as teacher workdays for planning, preparation, record keeping, in-service training, and year-end program evaluation; students will not be in attendance on these days.

The current work year shall be as set forth in Appendix A.

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TRAVEL

Mileage Payment for School Use of Private Auto

The Kentfield School District will reimburse employees for use of employee-owned vehicles at the rate equal to the IRS maximum mileage rate when the employee has been directed to use his own vehicle by the immediate supervisor. Payment shall not be authorized for travel between the District and the employee's residence.

7

PROFESSIONAL DUES

Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the District an authorization for deduction of unified membership dues, and Certificated Unit membership fees. Such authorization shall continue in effect from year to year unless revoked in writing. Pursuant to such authorization, the District shall deduct one eleventh of such dues from the regular salary check of the employees each month for eleven months. Deductions for employees who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.

The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article. With respect to all sums deducted by the District pursuant to authorization of the employee, the District agrees to remit such monies to CTA accompanied by an alphabetical list of employees for whom such deductions have been made.

PROCEDURES FOR EVALUATION

8.1 Purpose

It is the purpose of the evaluation process to assess the level of performance of each teacher according to the established elements for that teacher's position, and to collaboratively develop and implement each teacher's professional growth goals.

8.2 Process

At each school site the assigned site administrator will be responsible for the evaluation of teachers assigned to that school site. The special day class teachers, speech therapist, nurse, resource specialists, school psychologists, English language development specialists, and intervention specialists will be evaluated by the Director of Student Services. The bargaining unit members holding these positions may alternatively choose to be evaluated by their site administrator. In instances where a teacher is assigned to two sites, the site administrators will alternate evaluation years for teachers who are assigned equally to both sites. Otherwise, the site administrator at the site where the teacher is assigned for a majority of the time will be the evaluator.

The Formal Evaluation Summary (FES) with a Final Rating were developed by a committee and approved by the Board. It lists the established standards and includes the elements used for assessment of job performance by the administrator in each of the standards.

The performance of all probationary and temporary teachers will be assessed using all of the evaluation standards. A permanent teacher shall be evaluated in all standards. However, an administrator and a permanent teacher who received a satisfactory rating in the prior formal evaluation may mutually agree to choose one or more elements in each of the evaluation standards and focus on one or more elements within the agreed upon standard. In such an instance, the teacher will be rated in the overall standard but not in the separate elements listed beneath the standard. If, in the course of the year, the administrator concludes that the focused evaluation is no longer appropriate, the administrator shall notify the teacher in writing of this fact and that a full evaluation report will be completed. No teacher shall receive a final rating of "needs improvement" or "unsatisfactory" unless that unit member has received a full evaluation.

Each of the five standards used in evaluation will be given an overall rating. These will be used to arrive at the required Final Rating of "Satisfactory", "Needs Improvement", or "Unsatisfactory" on the FES. Under each standard there are elements, which will give specific information about the standard. The ratings are defined as:

"Successfully Accomplished" means the teacher has met the standards of performance.

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| Elements | • shows accomplishment at a consistent and effective level. |
| Standard | • the rating reflects an obvious strength of the teacher. |

“Areas of Growth” means that while the teacher generally meets the standards of performance, there are areas which either the Principal or teacher feel will be the focus for on-going professional growth.

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| Elements | <ul style="list-style-type: none">• permanent staff may have some elements checked. Probationary staff may have more areas checked in all five standards of the FES to indicate areas for professional growth.• there is no overall standard rating for these elements. |
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“Needs Improvement” means the teacher is not consistent in his/her performance.

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| Elements | <ul style="list-style-type: none">• some permanent staff may have elements checked and probationary staff will have several elements checked.• will be Needs Improvement if any of the elements are Unsatisfactory.• may be Needs Improvement if one or more elements are Needs Improvement.• narrative will explain reasons for rating if it is Needs Improvement or Unsatisfactory. |
| Standard | |

“Unsatisfactory” means the teacher is ineffective in his/her performance.

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| Elements | <ul style="list-style-type: none">• clearly indicates a need to work in this area and will be a target area for the administrator’s expectations for the teacher’s performance in the next evaluation. |
| Standard | <ul style="list-style-type: none">• may be Unsatisfactory if more than one element is Unsatisfactory.• narrative will explain reasons for rating and will be supported by Formal Evaluation Summary documents (Appendix B 1-5). |

Comments to help clarify the Needs Improvement and Unsatisfactory notations or to indicate any exemplary performance in the standard should be inserted after each standard or summarized and attached to the FES. The narrative will describe areas of outstanding performance in either an element or standard. The target area for the next evaluation will be noted by the administrator in the Commendations/Recommendations section at the end of the FES.

A teacher will be evaluated only for aspects of the educational program within his or her job description. Separate job descriptions and evaluation forms were developed for the Librarians, Counselors and the District Resource Specialists/SDC Teacher.

In the event that an administrator and a teacher do not mutually agree, they shall follow this process:

First, make a good faith effort to resolve the differences themselves.

Second, if the disagreement persists, the parties may invite a mutually agreed-upon third party to assist in resolving the differences. The third party shall recommend alternatives to the teacher and administrator.

Finally, if either the teacher or administrator rejects all of the proposed alternatives, each shall have the opportunity to state their position on the matter(s) in dispute, and to have a written statement attached to the Formal Evaluation Summary.

In the event of irreconcilable differences between the teacher and the administrator, either party may request an alternative evaluator. An alternative evaluator will be selected only with the agreement of the teacher, administrator, and Superintendent or designee, and must be an administrator in the district.

Probationary and temporary teachers will be formally evaluated each school year. Their Formal Observations and Conferences and their Formal Evaluation Summary and Conference will be completed no later than February 15 of each year.

Permanent teachers will be formally evaluated every two years. Their Formal Observations and Conferences will be completed by April 1 and their Formal Evaluation Summary will be completed and given to the teacher no later than May 1 of each evaluation year. A permanent teacher may request a formal evaluation for a second consecutive year. Except as provided in this article, permanent teachers shall not be evaluated in consecutive years without just cause.

A permanent certificated employee and his/her evaluator may mutually agree that the employee will be evaluated every five years either through the Formal Evaluation process or through the Alternative Evaluation process, (Appendix B2 and B3) if:

1. The certificated employee has permanent status
2. Has been employed by the District for at least 10 years
3. Previous evaluations show that the employee meets or exceeds the standards

If either party wants to change the agreement to evaluate every five years, either may withdraw consent at any time.

Alternative Evaluation Process: If a certificated employee qualifies and his/her evaluator agrees, the teacher will design a three-year alternative evaluation starting in year one. The certificated employee will complete the evaluation by year three. The teacher's next evaluation will begin five years from the date the alternative evaluation was completed. For example, if a teacher starts his/her evaluation in the Fall of 2014-15, the final product is given to the evaluator in the Spring of 2017. The next evaluation begins five years later in the Fall of 2021. Possible alternative evaluations include, but are not limited to, self-evaluation, peer evaluation, a project, or a portfolio. The teacher and evaluator will work together to design an evaluation that enhances the teacher's professional capacity.

All monitoring or observation of a teacher's work performance will be conducted openly and with full knowledge of the teacher.

The evaluation and assessment of a certificated teacher's competence pursuant to this section shall not include the use of publishers' norms established by standardized tests.

If a teacher receives a final unsatisfactory rating, the teacher and administrator will develop a plan for improvement within ten (10) school days of the Summary Conference. The plan will address areas identified for improvement in the Summary Conference. The plan will remain confidential except for aspects designated by the teacher. The teacher will be re-evaluated the following school year. If the teacher's overall rating is then satisfactory, the improvement will be noted on the previous Formal Evaluation Summary. If a teacher receives a final Needs Improvement rating, and subsequently receives a Satisfactory rating in the next evaluation cycle, the improvement will be noted on the previous Formal Evaluation Summary.

The formal evaluation process includes four sections:

1) Pre-Evaluation Conference:

Prior to November 1, each administrator charged with evaluating personnel will confer with each teacher to be formally evaluated. The conference will include a review of; (1) the evaluation process, (2) the established evaluation standards, (3) the appropriate documents on curriculum standards, (4) the teacher's job description, (5) the teacher's professional growth goals for the year, mutually agreed upon by the teacher and the administrator, (6) the statement of the administrator's expectations for the teacher's performance, and (7) the recommendation for areas that need improvement as identified in the FES of prior evaluations. If circumstances warrant, the teacher and administrator will reconsider plans for the year.

2) Formal Observations with pre- and post-Observation Conferences:

The required formal observations and conferences will be completed by February 15 for probationary and temporary teachers and by April 1 for permanent teachers.

Written formal observations shall be based upon the standards, goals and expectations using the procedures of the evaluation process as set forth in Section One (1) above.

A minimum of four formal observations (for probationary teachers) and two formal observations (for probationary teachers who have earned tenure in a previous district and for permanent teachers) of at least thirty (30) consecutive minutes each, is required prior to the completion of a Formal Evaluation Summary. With agreement of both the teacher and the administrator, the number of formal observations may be reduced to one (1) for permanent teachers.

The administrator will hold a pre-observation conference with the teacher within two (2) school days prior to any formal observation or at another mutually agreed-upon time, and will hold a post-observation conference with the teacher within a maximum of five (5) school days after a formal observation or at another mutually

agreed-upon time. At this time, a written observation summary and the FES, Formal Evaluation Summary, will be presented, reviewed and specific compliments, concerns, ideas, suggestions, or requests shall be noted, initialed, dated, and attached to the FES. There is no deadline for a teacher's written comments, however, comments received by the Superintendent or designee after May 15 must be in the form of a signed and dated attachment for the FES.

The administrator will take positive action to support the teacher in areas indicated as a Needs Improvement or Unsatisfactory. The administrator's role is to make specific recommendations for improvement and to provide support to implement the recommendations. Support will include the development of a reasonable time schedule to monitor progress, the formulation of a written plan to measure improvement, and the provision of additional resources as needed. The teacher's role is to work with the administrator to develop the plan and to implement recommendations. At the request of either the administrator or the teacher, progress conferences will be held and a notation made on the written plan to be incorporated in the FES.

3) Informal Observations with optional conferences:

An informal observation is a review by the administrator of a classroom program without pre-observation or post-observation conferences or a written summary. A post-observation conference and/or a written summary will be provided at the request of the teacher or at the discretion of the administrator.

4) Summary Conference:

In preparing the Formal Evaluation Summary for placement in the teacher's personnel file, the administrator will rely primarily upon data collected through formal and informal classroom observations and pre-observation and post-observation conferences. At the summary conference all sections of the Formal Evaluation Summary (see Appendix B1) will be finalized. As appropriate, this will include; 1. comments and commendations as well as, 2. comments and recommendations for areas of performance that need improvement as noted in the prior or current Formal Evaluation Summary. Areas for improvement that had been brought to the attention of the teacher and which subsequently have been corrected shall be noted in the Formal Evaluation Summary. The teacher will receive the Formal Evaluation Summary and any attachments by May 1 and at least one (1) school day before the Summary Conference. This conference will be held at the mutual convenience of the teacher and the administrator.

The Formal Evaluation Summary, which includes all documentation of the evaluation process will be signed by all parties. In addition to the teacher's signature, the forms will carry the signatures of the administrator and the Superintendent or designee. The signature of the person being evaluated does not indicate that he/she agrees with the evaluation but only that he/she has been presented with a copy and that a Summary Conference was held at the mutual convenience of the administrator and the teacher. The Superintendent or designee's signature will

indicate that he/she has read the evaluation and that the evaluation has been completed in a timely manner. The original copy will be presented to the teacher by the dates specified in this Article. A copy will be placed in the teacher's personnel file. A teacher may make written comments on his/her original copy of the FES and give a copy to the Superintendent or designee by May 15 or may, at any time after that, submit written comments to be included with the FES in their personnel file. A notation to that effect should be made in the Summary Conference section of the FES.

Any written document which is developed by the administrator as part of the evaluation process shall not be grievable unless it contains statements which are arbitrary, capricious or without basis in fact. A teacher may grieve any other part of the procedures for evaluation through the grievance procedure (Article 11- Grievance Procedure). A teacher is entitled to have a representative of his/her choosing accompany him/her to all evaluation conferences.

8.3 Personnel Files

The District Office will maintain a single permanent file for each teacher. It will include sections for; (1) application and hiring information, (2) credentials, (3) transcripts, (4) evaluations, (5) correspondence, and (6) business office information.

A working file for each teacher currently being evaluated will be kept in the office of the administrator responsible for the evaluation. At the end of an evaluation year, the Formal Evaluation Summary, to include all Formal Observation Summaries, all Informal Observation Summaries, all Pre-evaluation Conference documents, and all the teachers' responses to the evaluation process will be placed in the teacher's permanent file. All other material in the working file will be presented to the teacher.

Materials in the personnel file of a teacher, except as noted below, will be made available for inspection by the teacher and, upon request, a copy will be provided. Upon authorization by the teacher, a representative of the teacher's choice may review the teacher's file or accompany the teacher in any review of his/her file. Material which may be excluded from inspection will be limited to ratings, reports or records which:

1. Were obtained prior to the employment of the teacher.
2. Were prepared by identifiable teacher-hiring committee members.

No written complaint will be included in the personnel file unless the complaint has been dealt with in the manner described in Article 25, Complaint Notification Obligation and Investigation.

Material of a derogatory nature, except material excluded in accordance with section 1 or 2 above, shall not be entered or filed unless and until (1) the District has investigated the incident on which the material is based, (2) the teacher is given written notice of the material and an opportunity to meet with the administrator placing the matter in the file, and (3) the teacher has an opportunity to review, to comment thereon, and to have attached to any such derogatory statement their own comments regarding such

statements. Such review, and any preparation of comments in response to the material and/or statement, shall take place during normal business hours, and the teacher shall be released from duty for this purpose without salary reduction. Material shall not be entered or filed if it is challenged and determined to be false under the District complaint policy or the grievance procedure. In the event the District fails to comply with the provisions of this section, such material shall not be allowed as evidence in any disciplinary action against the teacher or used by the District in any grievance filed by the teacher.

All material placed in the evaluation or correspondence sections of a teacher's personnel file after July 1, 1990 will be dated and signed by the author of the material.

Access to a teacher's personnel file will be limited to a "need to know" basis. Access authorization must be obtained from the Superintendent or designee. The contents of all personnel files will be kept in strictest confidence. The District will keep a log indicating the persons who have received authorization to review a personnel file, as well as the dates and purpose of the review. The log will be attached to the teacher's file and will be available for examination by the teacher or his/her authorized representative.

Personnel files will include information of the following types:

- initial application, verification of previous employment, if appropriate, resume and letters of recommendation
- college, graduate and post graduate transcripts
- copy of credential(s)
- evaluations
- correspondence, such as:
- written material, copies of which have been provided to the teacher prior to entry in accordance with the procedure above.
- letters of request for leaves and letters granting leaves
- notation of participation in special projects
- materials submitted by the teacher (e.g., newspaper articles)
- Business Office information

Any materials removed from the file will be returned to the teacher and will be identified in the log only by the original dates of the materials.

Any teacher is entitled to a representative at any conference which the teacher has with the administration regarding the entry of material into the personnel files.

8.4 Personal and Academic Freedom

The private life of a teacher, including but not limited to his/her race, color, creed, age, sex, national origin, political affiliation, domicile, marital status, sexual orientation, physical handicap, membership in a teacher organization or participation in the activities of a teacher organization will not adversely affect the teacher's evaluation except as it may prevent the teacher from performing his/her assigned function during the workday.

The teacher will not be evaluated negatively for presenting controversial material providing that such material is relevant to the course content and that opposing points of view are presented to a class in a balanced fashion.

A teacher will not be evaluated negatively for expressing personal opinion (qualified as his/her personal opinion) to the class on all matters relevant to the course content in conjunction with other materials and/or other views, provided that opposing points of view are provided to the class in a balanced fashion.

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

LESS-THAN-FULL-TIME EMPLOYMENT

9.1 Part-time Teachers Not in Retirement Process

Objective

Positions of less-than-full-time service are available to all employees, provided that such positions meet the educational needs of the District. These positions are available for reasons including, but not limited to:

- (a) required staff reductions due to declining enrollment may be minimized;
- (b) personnel will have an opportunity to explore retraining programs and alternative occupations;
- (c) employees may pursue their education, travel, meet family responsibilities, or prepare for retirement;
- (d) permanent employees may pursue opportunities for job sharing; and
- (e) the District may establish positions that are less than full-time.

9.2 Application Procedure

Written requests for positions of less-than-full-time service shall be submitted annually to the Superintendent or designee prior to February 1 of the school year preceding the requested assignment. Not later than February 15, the Superintendent or designee will publish a list of all potentially available positions and a list of those requesting less-than-full-time service, so that individuals requesting less-than-full-time positions can meet with the Superintendent or designee or designee to develop job share positions which are mutually agreeable.

9.3 Job Share Positions and Selection Process

Provided it is in the best interest of the educational program as determined by the site administrator, and there is interest, there will be opportunity to have up to one job share position per grade level, between grades one (1) and five (5) with the site administrator having discretion to add an additional floating job share assignment between grades one (1) and four (4).

Teachers interested in applying for a job share will be responsible for finding a partner ("Team"). Each teacher will indicate his/her desire to job share during the upcoming school year with the preferred grade level or curriculum, along with identifying his/her team member on the Assignment/Grade Level Preference Form (AGLPF) that will be given

to teachers in February of the preceding school year. Teachers will submit this form to their site administrator by the last Friday in February.

The site administrator will then consider each job share Team and requested grade level identified on the AGLPF. Once the site administrator determines that the proposed Team is in the best interest of the educational program at the site, the site administrator will notify the Team regarding its potential job share assignment by March 1.

If there is more than one job share Team requesting a particular grade level, and it is in the best interest of the educational program at the site, the site administrator will conduct a lottery to determine the job share assignment. The lottery will be conducted in the presence of a mutually agreed-upon third party KTA representative and the impacted teachers.

Each selected job share Team can serve for up to three years in the grade level and/or job share assignment with approval of the site administrator, before choosing to reapply and undergo the above outlined selection process. The Team will also have the option to dissolve at the end of the first or the second year of the job share assignment.

The site administrator has the discretion to change or dissolve the job share assignment before the beginning of the school year if enrollment or staff changes/leaves require it.

9.4 Part-time Assignment Exchange and Professional Days

In exchange for attendance at meetings during the work week prior to the first day of school, two (2) professional development days during the school year and regular Wednesday site meetings, part-time employees will receive the following:

1. Any part-time employee working 0.6 FTE or more will receive two (2) days of exchange of time without any pre-approval or the equivalent of two (2) days of substitute pay or a combination of these options. Employees shall indicate which method of compensation they choose by September 1. (Appendix P)
2. Any part-time employee working less than 0.6 FTE will receive three (3) days of exchange of time without any pre-approval or the equivalent of three (3) days of substitute pay or a combination of these options. Employees shall indicate which method of compensation they choose by September 1. (Appendix P)

9.5 Compensation

A participant in the less-than-full-time positions program shall receive the portion of his annual salary, paid in equal monthly installments, in proportion to the amount of time worked. Employees who complete less-than-full-time assignments that are 0.4 FTE or more will receive salary schedule credit for one full year of service. Employees working less than 0.4 FTE will receive a prorated credit of service.

9.6 Benefits

Employees working full time will receive full health benefits. Employees working 0.5 FTE or more will receive prorated health benefits. This section will apply to persons initially employed July 1, 1993 or after and those current full time employees who reduce their workload to part time July 1, 1994 or after.

Part-time employees will be eligible for all leaves provided. Retirement credit, sick leave and business leave will be prorated, with a minimum of one day for business leave. For example, a 0.5 FTE employee would receive the equivalent of 5 full days of sick leave. (Prep periods for less-than-full-time Kent Middle School employees will be prorated.)

9.7 Assignment Clarification

An explanation of each less-than-full-time assignment will be issued by May 15, including, but not limited to: dates of the assignment, description of subject/grade level, school, salary, benefits, and adjunct duties.

Every effort will be made to assign employees returning to full-time status to the same or equivalent positions that they held prior to participating in the less-than-full-time positions program.

9.8 Return to Full-Time Status or Continuation of Less-Than-Full-time Status

Employees wishing to remain in less than full-time status or return to full-time status for the next year must give written notice to the Superintendent or designee on or before February 1. Every effort will be made to assign employees returning to full-time status to the same or equivalent positions that they held prior to participating in the less-than-full-time positions program. Employees in less-than-full-time status shall not be denied their rights to return to a full-time position.

9.9 Scheduling Part-Time Employees

The District will attempt to schedule part-time employees so as to minimize breaks in their daily assignment.

HOURS OF EMPLOYMENT

There will be no specific required hours of employment outside of the instructional day; rather, employees will carry out those duties that are professionally desirable to maintain a successful educational program. These shall include, but not be limited to, such traditional responsibilities as staff meetings, parent conferences, and professional development.

A. Effective July 1, 2015, the District and KTA have agreed to the following regarding prep time at Bacich Elementary. Specifically, the terms are as follows:

1. The District will provide two hours per month of separate meeting time for collaborative grade level meetings. These one-hour grade level meetings shall occur twice a month.

2. The District commits to assigning the 1:10 pm to 2:10 pm time slot on Wednesday minimum days for this collaboration. The time slot can be moved on a case-by-case basis by mutual agreement.

3. The District and KTA will look at the Bacich calendar at the beginning of the year and designate dates for the collaborative grade level meetings.

4. The agenda for the collaborative grade level meeting will be determined by each grade level.

5. At Bacich, one Wednesday each trimester shall be dedicated to report card writing, and the preceding Wednesday shall be dedicated to analyzing assessment data and report card writing. If the District redesigns the Bacich report card, the parties will reconvene to determine the impact, if any, on this provision.

B. The District and KTA also agree that any third party camps will be required to communicate with classroom teachers regarding the use of their classrooms and the placement of the student work on display and the furniture arrangement in the classroom. The communication will occur via a form, which will be required by the District of all third party camps using District facilities. The intent of this provision is to minimize disruption in the classroom set up and student work display, and to prevent teacher time from being spent on placing furniture back in the pre-camp use configuration.

C. Staff meetings at Kent Middle School will be held each Wednesday from 1:50 pm to 3:50 pm.

Further, the Fridays after Back to School Night and Open House will be minimum days with dismissal at 1:13 pm or earlier. On those two Fridays, all Kent teachers will have no responsibilities or meetings, with the exception of the 15 minutes of yard duty after 1:13 pm. This article applies solely to Kent.

10.1 Evening and Weekend Commitments

It is expected that employees will attend these evening commitments: Graduation, Back-to-School Night, Open House, and Parent Orientation(s). In addition, Bacich teachers will attend the annual parent concert for the students in the grade level they teach.

Employees may be required to attend other events which are professionally desirable to maintain a successful educational program and of necessity are scheduled in the evening. Any such requirement will depend on the employee's individual assignment, subject to the provisions below.

When a question is raised about an on-going event which is scheduled during the evening or weekend or when a new event is proposed which might be scheduled during the evening or weekend, the Association or District may request that the administrators and KTA Executive Council review the activity and determine whether the activity will be considered (1) a duty that is professionally desirable to maintain a successful educational program, (2) a fundraising/public relations event, or (3) extraordinary service. This meeting will be held prior to the event and with sufficient notice to staff members. When possible, when a new event is planned it will be proposed at least two months prior to the proposed date and the meeting to discuss the event will occur at least one month ahead of the proposed date.

A list of evening and weekend activities and their previous designation shall be maintained and updated annually, by October 1, by the Superintendent or designee and the Association President, and will be included as Appendix H to the Contract. This list shall provide a guideline in determining the status of new or reconsidered events.

10.2 Extraordinary Service

The District recognizes that there are some responsibilities which certificated staff members assume which are clearly over and above their professional duty to provide a successful classroom teaching program within the school day and the school year. The distinction has been made below as to whether the source of the compensation is the District or other sources.

It is the intention of the District that employees called upon to perform extraordinary service shall be compensated for their extra time at the agreed upon Extraordinary Service rate. Alternative compensation may include, but shall not be limited to: relief from yard duty, release time, or an extra day of leave. Teachers choosing this alternative shall meet with their Principal to work out a mutually agreeable plan.

- Staffing of any lunchtime activities is voluntary.
- The site administrator will post a list of paid lunchtime activities at the beginning of the school year.
- Site Council positions are state mandated, unpaid and voluntary positions to be filled by certificated staff members.
- All other duties are strictly voluntary, such as Be the Change, Sunshine Committee and Volunteer Tea/Lunch Committee. Teachers cannot be assigned to these committees by a site administrator. If teachers are not interested in staffing these committees, then they will not exist.

Examples of extraordinary service for which monetary compensation may be approved are listed below. Extraordinary service positions that are compensated will be credited toward the CalSTRS Defined Benefit Supplemental Plan.

| POSITION | FUNDING SOURCE | COMPENSATION | SELECTION PROCESS (Teacher consent required) |
|-----------------|----------------|--------------|---|
| Student Council | District | Hourly* | Principal |

| | | | |
|--|--------------|----------------------------------|--------------------------------------|
| Summer Work, District requested | District | Hourly Rate* | Superintendent or designee |
| Mentor BTSA | State | Stipend | Superintendent or designee |
| Overnight field trips | Student Fees | Stipend of \$300/night | Principal/Superintendent or designee |
| Sub for other teacher - teacher initiated | District | Hourly Rate*/or Exchange of Time | N/A |
| Sub for other teacher - district initiated | District | Per diem rate | Requested by district |
| Dances/Games Nights Coordinator/Student Activities | District | Hourly Rate* | Principal |
| Additional Class Period** | District | Hourly per diem (rate ÷ 5) | Principal/Superintendent or designee |
| Lunchtime programs as needed by school | District | Per diem rate | Principal/Superintendent or designee |
| Lunchtime clubs | District | Hourly rate | Principal/Superintendent or designee |
| Athletic Director | District | Stipend \$2000 | Principal/Superintendent or designee |
| New teacher work day | District | Hourly Rate* Max. 6 hours/day | Superintendent or designee |

* Hourly rate is \$50

** If a need arises for a teacher to teach an additional period for a school year, the need will be advertised by the Principal to all Kent Middle School teachers, and staff will be given at least five (5) business days to indicate interest in the position.

Separate Class of Certificated Employees – These are non-time based compensation without release time with a term limit of three years.

- Effective November 18, 2015, the District and KTA agreed that all employees receiving Non-Time-Based Stipends without Release Time shall have their compensation credited to the Defined Benefit Supplemental Plan (DBS) for additional duties performed, which would be added to the employee's base salary. Included in this "separate class of certificated employees" will be:

| Curriculum Chairs | | | Grade Level Coordinators | |
|-------------------|-----------------------|---------|--------------------------|---------|
| | | Stipend | | Stipend |
| Kent | LA, MA, SCI, SS, TECH | \$4300 | Kent - 5th | \$6450 |
| Kent | ENR*, PE, SP | \$2150 | Kent - 6, 7, 8 | \$4300 |

| | | | | | |
|--|-----------------|--------|---|--|--------|
| | | | | | |
| Bacich | LA, (SCI), (MA) | \$2150 | | Bacich K-4 (TK and Specialists on timesheet for performing GLC duties)** | \$6450 |
| Bacich (reps) | ENR*, SS | \$250 | | | |
| | | | | | |
| * ENR: Art/music and PE/Library alternate years presenting to the School Board | | | ** Grade level coordinator at Bacich has responsibility to present to Board as part of stipend for Educational Showcase | | |
| Three year term limit; must be in grade level to be grade level coordinator; must be in curriculum area to be curriculum chair; terms in parentheses are placeholders for positions that are not currently filled (2018-19). | | | | | |

Unit members will be compensated for packing and unpacking their classrooms to accommodate classroom moves or for facilities construction/maintenance work at a rate of \$200 per day up to a maximum of two days per move.

The Program Coordinator at Kent will be 0.2 FTE position beginning July 1, 2015. The District will assure that the 16-17 tentative schedules for Kent teachers are delivered a week before school ends in June 2016 (and for each successive school year), and the tentative class rosters will be delivered the first day of the work week in August 2016 (and each successive school year), subject to changes in enrollment, staffing or by mutual agreement.

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

Compensation for District Initiated Professional Development Preparation Requiring Substitute Planning

This article pertains to members who participate in district-initiated professional development activities or other district functions that require members to miss time performing their normal teaching duties during their regularly scheduled instructional time. Members who teach in classrooms and who need to prepare substitute teacher plans will receive their per-diem rate for the preparation of substitute teacher plans. The teachers will be compensated 20 minutes per subject area taught within a grade level with a maximum of 1 hour and 40 minutes of compensated time per day teachers need to be out of their classroom.

Compensation for Participation in Teens in Transition (TNT) . Retroactive to June 1, 2019

All Kent teachers will receive \$120.00 per day of participation in TNT as compensation for their missed preparation periods. Alternatively, teachers can receive two Exchange of Time (EOT) credits per day of participation.

Bacich Teachers participating in the TNT will receive their per-diem rate for the preparation of substitute teacher plans. The teachers will be compensated 20 minutes per subject area taught within a grade level with a maximum of 1 hour and 40 minutes of compensated time per day of participation in TNT.

10.3 Professional Development

Professional Development and collaboration are expectations in our school culture.

| | |
|-------------------|--|
| <u>District</u> | The District focus for professional development will be decided by the Superintendent or designee. |
| <u>School</u> | The school focus for professional development, (e.g., Student Writing) will be decided by the Principal with the recommendations of the school staff. |
| <u>Individual</u> | The individual will choose an area of professional development. Professional development will be addressed in the evaluation section. (Appendix B1 - Formal Evaluation Summary Standard Six) |

10.4 Preparation Periods

For a six (6) period schedule, full-time teachers (grades 5-8) shall have five (5) unassigned periods per week set aside primarily for preparation, planning, and conferences with parents and students. A "period" for teachers in grades 5-8 shall be defined as the length of a class period.

With a seven (7) period schedule, full-time teachers (grades 5-8) shall have five (5) preparation periods per week set aside primarily for preparation, planning, and conferences with parents and students, and five (5) unassigned periods to be utilized at the discretion of the teacher. A "period" for teachers in grades 5-8 shall be defined as the length of a class period. The District will attempt to provide a preparation period for each full-time teacher (grades 5-8) each day by providing priority to full-time teachers over accommodating part-time teachers' schedules. This provision does not apply to teachers working more than a 1.0 FTE position. If no preparation period can occur on one of the two block days because of scheduling constraints, the district will attempt to make the day without a preparation period occur on Wednesday.

When a certificated specialist is providing instruction to a TK-4 classroom, such as PE or music, the homeroom teacher may utilize this time for preparation time, unless the specialist and the homeroom teacher mutually agree that attendance of the homeroom teacher is required. The District will attempt to provide a preparation period for each teacher, each day, in grades TK-4.

K-4 teachers will be provided preparation time of no less than 175 minutes a week with increments of no less than 35 minutes each.

10.5 Teacher Assignments in Grades 6-8

It is the intention of the District that teachers in grades 6-8 teach classes in no more than two subject areas, including electives. A "subject area" shall be defined as 6th-grade Core, Math, Science, Social Studies, English and Literature, P.E., and Middle School enrichment classes. If, in the opinion of the Principal, it is not possible to meet this requirement, no schedule will be made final until the Principal meets with the affected teachers to develop alternatives to the schedule.

If, due to limitations imposed by the class schedule and/or credential requirements, it is necessary to give Middle School teachers in grades 6-8 an assignment that entails teaching in more than two subject areas, such teacher(s) shall meet with the Principal to determine what support is required. This meeting shall be held no later than ten (10) days after the assignment is approved by the Board, and a plan for support shall be forwarded to the Superintendent or designee within ten (10) days following the meeting of the teacher(s) and Principal. Support shall include, but not be limited to, extra materials, professional development, release time for planning, additional staff support, or extra compensation at an hourly rate. The plan for support shall be reviewed by the Kent Middle School Staff prior to its approval by the Board.

10.6 Opportunities

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

10.7 Advisory

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

10.7.2 For the 2019-20 school year, Advisory will be at the end of the instructional day. This issue will be revisited during negotiations for 2020-2021, and will not count as a re-opener item as identified in Article 27.

10.8 Teacher Conferences

10.8.1 Parent-Teacher Conferences

Bacich Grade TK-4 Teachers will hold Parent-Teacher Conferences for the equivalent of two total days. The time chosen for the Parent-Teacher conferences will be mutually agreed upon by the site administrator and a KTA representative before the approval of the following school year's calendar.

10.8.2 Informal Intake Conferences

1. Bacich Grade TK-4 Teachers will hold "Informal Intake Conferences" for the equivalent of two total days. The time chosen for Informal Intake Conferences will be mutually agreed upon by the site administrator and a KTA representative before the approval of the following school year's calendar.

Kent Grade 5 Teachers will hold "Informal Intake Conferences" in the afternoon of a Wednesday shortened school day, and on the same Friday as the Intake Conferences for grades 6 – 8 (See below).

2. Kent Grade 6 - 8 teachers will hold "Informal Intake Conferences" with parents on a Friday, no later than five weeks into the school year. Students will not attend school that day.
3. These Informal Intake Conferences with Kent teachers will be labeled in both the invitation letter and the electronic sign-up, which is the District's responsibility, as "Informal Intake Conferences." The sole purpose of the conferences is either to "meet and greet", or for the parents to convey important information about their child to the teacher.

4. Each conference is limited to no more than 15 minutes.
5. Kent Grade 6 – 8 teachers will have a maximum of four conferences per period taught. Once that limit has been reached in the electronic sign-up process, parents will be informed that the teacher's schedule is full and they will be redirected to sign up with a different teacher, one that still has space in ~~his or her~~ their schedule
6. Teachers are not required, or obligated, to prepare or provide any materials or grades for these conferences.
7. In the event that a parent requests a conference with a Kent teacher because the parent is unable to schedule a conference on the agreed-upon date, the teacher will conference with the parents on another day for no more than 15 minutes and will be compensated at the teacher's per-diem rate.

10.9 Lunch and Recess Periods

Every employee shall be entitled to one duty-free, uninterrupted lunch period and one morning recess period each day, except in the case of "usual and customary duties" that are equitably assigned. The teacher lunch period shall be equivalent to the student lunch period or forty consecutive minutes, whichever is longer. When the normal lunch period is interrupted by equitably assigned duty, every employee shall have, at a minimum, thirty (30) continuous duty-free minutes for lunch. Lunch meetings will be held only when agreed upon by the employees involved, or in emergencies.

It is the intent of the District that specialists or employees who are assigned to more than one school site will be provided with the same recess, preparation time, and duty free lunch period as other employees.

10.10 Professional Development Program

The District has established a Professional Development Program for staff members who are in Class V on the salary schedule. This program provides for reimbursement for registration, tuition, and materials for professional development activities, providing prior approval is obtained from the Superintendent or designee and the Principal.

Eligibility: Teachers who have completed three months employment and who are at Class V on the salary schedule are eligible to apply, as described in Application below, for professional development course work which otherwise meets the requirements set forth below.

Qualification: A teacher may receive reimbursement for course work which may be offered by accredited colleges, universities, seminars, or workshops under the following conditions:

- Reimbursement is limited to expenses, as defined in Expenses below, for one professional development course per year.

- The course must receive advance approval by the teacher's Principal and the Superintendent or designee, as described in Application below.
- The course must take place during non-working hours.
- The course is consistent with a teacher's individual program of professional growth or is job or career related. A teacher may meet this criterion by demonstrating that the course does one of the following:
 - 1) maintains or improves skills relevant to the teacher's current assignment;
 - 2) prepares the teacher for another assignment within the Kentfield School District;
 - 3) contributes to the field of specialization to which the teacher currently is assigned or reasonably expects to be assigned;
 - 4) relates to improved teaching methodologies.

Expenses: Reimbursable expenses include tuition, fees, and books for fully accredited college and university courses. Reimbursement shall not be made for mileage, parking, meals, lodging, additional fees to gain academic credit, and any other incidental expenses. Partial reimbursement may be approved to supplement other educational assistance which pays for part of the reimbursable expenses listed above.

Application: The District conference form shall be completed and signed by the Principal and Superintendent or designee prior to beginning the professional development workshop or course.

Reimbursement Procedure: A District claim for reimbursement shall be completed by the employee and the Principal shall sign the claim prior to payment by the District. Copies of tuition statements or any other verification required by the Superintendent or designee and a copy of the approved conference request form should accompany the claim for reimbursement.

Funding: Availability of funding for this program is subject to annual approval by the Board of Trustees. Compensation will be up to \$250 per semester as per current practice.

10.11 Length of the Instructional Day

When there is a change proposed in the length of the school day, discussions will be held by the Principal with the teachers directly affected by the change as well as the whole staff. Any change recommended by the Superintendent or designee in the amount of instructional time must be considered by the Board of Trustees prior to the May Board meeting before the year of the proposed change. The Principal shall have the latitude to set the daily schedule and modify the schedule for shortened days, assemblies, class meetings and testing.

The length of the instructional day at Kent Middle School for the seven (7) period day will not begin before 8:30 AM or end after 3:28 PM. The length of the instructional day at Bacich will not begin before 8:10 AM or end after 2:53 PM.

10.12 Miscellaneous

The Bacich School instructional day shall be adjusted to allow all Wednesdays to become minimum days. Wednesday dismissal times will be at 12:00 PM for Transitional Kindergarten and Kindergarten, 12:15 PM for Grades 1 and 2 and at 12:30 PM for Grades 3 and 4. Dismissal times for the other days of the week shall be extended to recapture the resulting loss of instructional time. Therefore, dismissal times for Monday, Tuesday, Thursday, and Friday will be at 1:10 PM for Transitional Kindergarten and Kindergarten, at 2:20 PM for Grades 1 and 2 and at 2:53 PM for Grades 3 and 4.

The Principals, with input from their staffs, shall develop the annual calendar for Wednesday staff meetings. During the year, the calendar may be revised as needed.

At Kent Middle School, it may be necessary to offer classes before or after the normal school day. Employees who are assigned to teach periods that are scheduled to take place before or after normal school hours shall not be scheduled to teach both before and after school without their consent.

Employees are to notify office personnel when they are off the school grounds during the instructional day.

11
GRIEVANCE PROCEDURE

11.1 Definitions

1. A "grievance" is an allegation by a grievant that there has been a misapplication, a misinterpretation, or a violation of a specific provision of this Agreement.
2. A "grievant" is one or more employees of the District covered by the terms of this Agreement with an alleged grievance. The Association may file on behalf of a grievant or on its own behalf. The Association may carry a common grievance on behalf of two or more employees and said grievances may be consolidated for the purposes of a hearing decision, provided the rights of the parties are not thereby prejudiced.
3. A "day" is any day specified as a workday or instructional day on the school calendar.
4. An "immediate supervisor" is the lowest level administrator who has been designated to supervise the grievant.

11.2 Purpose

Good morale is maintained, as problems arise, by sincere efforts of all persons concerned to work toward constructive solutions in an atmosphere of courtesy and cooperation. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which may arise and affect the welfare or working conditions of teachers. Both parties agree that grievance proceedings will be kept as informal and confidential as shall be appropriate at any level of the procedure.

11.3 Informal Level

Before filing a formal grievance, the grievant shall attempt to resolve it by an informal conference with his/her immediate supervisor. If the grievance is not resolved at the informal level, the employee may file a grievance. Failure to file a formal grievance within the specified time limits invalidates the grievance.

11.4 Formal Level

Level I

Within twenty (20) days after the employee knew or should have known of the occurrence of the act or omission giving rise to the grievance, the grievant must present his/her grievance in writing on the prescribed form (see Appendix F1) to his/her immediate supervisor.

The immediate supervisor and grievant with his/her representative, if any, shall meet within five (5) days after receipt of the written grievance.

The immediate supervisor shall communicate his/her decision in writing on the prescribed form within five (5) days after the meeting. The response shall include the reasons upon which the decision was based.

Level II

In the event the grievant is not satisfied with the decision at Level I, the grievant may appeal the decision by completing the prescribed form (see Appendix F2) and submitting it to the Superintendent or designee, or his/her designee, within ten (10) days after receiving the decision from Level I.

The Superintendent or designee or his/her designee and the grievant with his/her representative, if any, shall meet within five (5) days after receipt of the Level II written grievance.

The Superintendent or designee or his/her designee shall communicate his/her decision in writing on the prescribed form within five (5) days after the meeting. The response shall include the reasons upon which the decision was based.

Level III

In the event the grievant is not satisfied with the decision at Level II, the Association may appeal the decision and request that the grievance go to Mediation by completing the prescribed form (see Appendix F3) and submitting it to the Superintendent or designee or his/her designee within ten (10) days after receipt of the Level II decision from the Superintendent or designee.

Within five (5) days following the appeal, the Association shall so notify the California State Mediation and Conciliation Service (CSMCS). CSMCS shall appoint a mediator who meets the minimum qualifications as set forth in paragraph #1 in the "Miscellaneous" section and shall schedule a mediation conference at the earliest possible date. Mediation conferences shall take place at a mutually convenient location and time.

Each party shall designate its representatives for the mediation conference. There shall be one (1) person from each party designated as spokesperson for that party at the mediation conference.

The mediator shall assist the parties in resolving the grievance. The mediator shall have the authority to meet separately with either party, but shall not have the authority to compel the resolution of the grievance. If, after due diligence, the mediator concludes resolution is not possible, the mediator shall notify both parties in writing.

The cost, if any, of the mediator shall be borne by the District.

Level IV

In the event the grievance is not resolved at Level III, the Association shall communicate by written notice with the Superintendent or designee within ten (10) days of the receipt of the notice from the mediator that resolution is not possible and may submit the grievance to arbitration. Within five (5) days of such notification, representatives of the District and the Association shall attempt to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve.

If the parties are unable to agree upon an arbitrator within the specified period, the parties shall request a list of arbitrators from the California State Mediation and Conciliation Services (CSMCS) who meets the minimum qualifications as set forth in paragraph #1 in the "Miscellaneous" section. A representative of the Association and a representative of the District shall select the arbitrator from the CSMCS's list by alternately eliminating names until one name remains. The first option of elimination shall be determined by the toss of a coin. The one remaining name shall be the arbitrator. The process of striking names shall occur within ten (10) days of receipt of the list from CSMCS by both parties.

The arbitrator shall have no authority to add to, subtract from, or modify the terms of this Agreement, and the arbitrator shall interpret this Agreement in accordance with accepted arbitration standards of contract interpretation.

The arbitrator's decision shall be in writing and shall set forth the arbitrator's findings of fact, reasoning, and conclusions regarding the issue submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which violates the terms of this Agreement. However, it is agreed that the arbitrator is empowered to include in any award such financial reimbursement or other remedies the arbitrator judges to be proper.

The arbitrator's recommended decision shall be implemented unless the Superintendent or designee or the Association rejects the recommendation and appeals in writing to the Board of Trustees within ten (10) days after receiving the arbitrator's report.

- 1) Upon receipt of the appeal, together with the documents presented at the lower levels of the grievance, the Board of Trustees shall consider the grievance. The decision of the Board shall be based on the facts presented in the written documents, and oral and/or written argument presented at the time of the appeal. The decision shall be rendered no later than the next regular Board of Trustees meeting which is scheduled at least fifteen (15) days subsequent to the Board of Trustees' receipt of the arbitrator's report.
- 2) The decision of the Board of Trustees shall be binding except that no rights of the Association to further legal action shall be abrogated. All costs for the services of the arbitrator, including, but not limited to per diem expenses, the arbitrator's travel and subsistence expenses, fees for a court reporter, if any, and the cost of any hearing room shall be borne

equally by the District and the Association. All other costs, except for release time for the grievant, his or her representatives, and witnesses to appear at the arbitration shall be borne by the party incurring them.

If any party requests a transcript of the proceedings, that party shall bear the full costs for that transcript. If the parties request one transcript, the total cost of the transcript shall be divided equally between the parties.

11.5 Miscellaneous

The minimum qualifications of the mediator or arbitrator will be:

- knowledge and experience with labor disputes in a school setting
- knowledge of contract and labor laws
- experience in Alternative Dispute Resolution
- no personal or financial interest in the outcome
- respectful of all parties' rights and interests

No reprisals of any kind will be taken by the Superintendent or designee or any member or representative of the administration or the Board against participants in the grievance procedure by reason of such participation.

The grievant may be represented at the informal level and Levels I and II of the grievance procedure by himself/herself, and/or at his/her option, by a representative of his/her choice.

A representative designated by the Association to investigate and prepare for grievances shall meet with the Superintendent or designee to schedule mutually agreed-upon release time for affected parties. The grievant, representative, and any necessary witnesses shall be granted release time to attend any hearing or conference required by this grievance process.

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file at the District Office and shall not be kept in the personnel file of any of the participants. The grievant, 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. A decision rendered at any step in these procedures becomes final and binding upon all parties unless appealed within the time specified. If a decision is not given within the time limit, an appeal may be taken directly to the next level. Failure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision.

Time limits for appeal provided in each level shall begin the day following receipt of the written decision, or the day following the time limit for rendering a decision at that level.

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level is considered a maximum, and every effort should be made to

expedite the process. The time limits may, however, be extended or shortened by mutual agreement.

During the pendency of any grievance, the grievant shall continue his/her assigned functions until the resolution of the grievance is final.

If a grievance arises from action or inaction on the part of a member of the administration at a level above the Principal or immediate supervisor, the grievant may initiate the process at the District Office level.

Forms for filing grievances shall be given appropriate distribution by the Association so as to facilitate operation of the grievance procedure. The cost of preparing such forms shall be borne by the District.

A unit member may, at any time, present grievances to the employer, and have such grievances adjusted, without the intervention of the Association, as long as the adjustment is not inconsistent with terms of the written Agreement. If an employee presents a grievance on his/her own behalf, the Association shall be notified by the District and shall have the right to be present and state its views at all grievance meetings. The District shall not agree to a resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.

The District shall furnish written information to the Association pertaining to any grievance, in accord with existing law.

EMPLOYEE TRANSFER AND REASSIGNMENT

The overall goal of this contract section regarding the transfer and reassignment of certificated staff is to make staff assignments for the good of the whole education program. An additional goal is to enhance the professional growth, morale, and productivity of all staff members.

The Superintendent or designee is responsible for making staff assignments consistent with this end. The District will communicate and discuss the long and short-range program priorities with the staff and how they affect the assignments.

Staff members need a "safe" system for determining placements which delineates a clear process and provides for necessary support for any change. Components of the process for making assignments should include clear timelines and responsibilities, provide for adequate advance notice, honest communication, and recognize the unique qualifications of staff members.

12.1 Definitions:

A "transfer" is a move 1) from one school to another school, 2) from specialist to classroom teaching or classroom teaching to specialist 3) between teaching levels defined as TK-1, 2-3, 4-5, 6-8.

A "reassignment" is a change in assignment within the specified categories stated in (3) above and between subject areas in grades 6-8.

The Superintendent or designee shall, subject to the approval of the Board of Trustees, assign all employees of the District employed in positions requiring certification qualifications to positions in which they are qualified to serve.

The Superintendent or designee shall transfer or reassign employees based upon the needs of the total educational program and including but not limited to the following criteria:

- 1) Appropriate certification;
- 2) Academic preparation and/or interest for classes under consideration;
- 3) Past teaching experience, especially service in the Kentfield School District;
- 4) Whether there are volunteers for vacant positions;
- 5) Teacher preference;
- 6) Continuity of program;
- 7) Professional Development;
- 8) Financial considerations.

12.2 Procedure:

Prior to February 15, the Principals will offer to schedule a conference with each employee to discuss the next year's assignment.

By March 1, the Superintendent or designee will survey all employees to identify employees who wish a change in assignment for the following year. Employees will be given the opportunity to state reasons in writing for a desired change of assignment. These reasons will be considered by the Superintendent or designee when making personnel assignments for the following school year.

By March 15th, the Superintendent or designee will announce vacancies and survey the certificated personnel, asking preference(s) for assignment for the following year. The reason for the vacancy will be noted on the survey (e.g., Leave of Absence, New Program). Placement in a new position which was indicated as a preference shall be considered a voluntary transfer or reassignment.

The Superintendent or designee will attempt to complete all tentative personnel assignments for the following fall by May 15th, and notify the faculty of all tentative personnel assignments in the District. The Superintendent or designee will finalize personnel assignments for the following Fall by June 15th, if possible. If notification cannot be made by June 15th, the Superintendent or designee will communicate in writing the personnel assignments as soon as they are finalized.

If an employee is transferred involuntarily or if a voluntary transfer request is denied, the employee shall be entitled to a conference with the administration. At this time, reasons for any transfer or denial of the transfer shall be given in writing and before any public announcement of placement is made. Public announcement of placements will not be made sooner than seven calendar days from when the employee is notified.

If an employee is involuntarily transferred, he/she will be given as much advance notice as possible in writing, stating the reasons for the change.

If an employee is involuntarily reassigned, the employee shall be entitled to a conference with the administration to discuss the reasons for the reassignment.

An employee who has been involuntarily transferred shall be given preferential consideration by the Superintendent or designee in making assignments for the following year, subject to available vacancy and qualifications of the employee. When feasible, assignments for which there are no volunteers shall be rotated on an equitable basis among those qualified. The Superintendent or designee will meet with those qualified to determine an equitable process for rotation. By May 1, the Association shall notify the Superintendent or designee if it wishes to invoke the rotation provision and shall consult with the Superintendent or designee regarding its application and implementation. An employee who has been in the same assignment for 5 or more years and who requests a change in assignment shall be

given preferential consideration for assignment, subject to the availability of other qualified persons to fill the assignment the employee wishes to leave.

If an employee is voluntarily transferred or reassigned to a grade level (TK-8), or a subject area (6-8) in which he/she does not have previous experience or preparation, the employee may request a conference with the Principal and/or Superintendent or designee to discuss ways in which the District may support the employee in making the transfer or reassignment.

If an employee is involuntarily transferred or reassigned to a grade level (TK-8) or subject area (6-8), in which he/she does not have previous experience or preparation, the Principal will schedule a conference with the employee to discuss ways in which the District may support the employee in making the transfer.

The Principal and employee will mutually agree upon the type and amount of support needed and will submit the written plan to the Superintendent or designee for approval. Examples of support the District can provide are: moving of personal classroom property (including teaching aids and/or furniture), professional development with costs reimbursed by the District, mentor support, and appropriate teaching aids for the new grade level or subject area.

Subject to Board approval, this article shall in no way limit the Superintendent or designee's power to change an assignment or make a transfer in extraordinary circumstances at any time, as the needs of the educational program may dictate.

SALARY

13.1 Salary Schedule

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

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

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

Effective July 1, 2021, the District will place a 2% across-the-board salary increase on the salary schedule.

The minimum salary for all full-time teachers will not be less than the salary at AB+30, Step 1.

The District shall provide separate salary schedules to allow for teachers to assume additional responsibilities with a longer work year. The schedules may reflect a 187 day and a 207 day work year. (See Appendix G for Salary Schedules.)

The following positions will be paid on the following salary schedules:

| | |
|------------|--------------|
| Library | Schedule 207 |
| RSP Bacich | Schedule 207 |
| RSP Kent | Schedule 207 |

The job descriptions for these positions will be maintained on file in the District Office. The availability of these positions will be announced and interviews held in accordance with established District policy.

All employees who are authorized by the District to serve more than the required number of days and/or hours as set forth in Article 5, Work Year, of this Agreement, shall be compensated at their daily rate on the appropriate Certificated Salary Schedule. Such daily rate shall be divided by seven (7) to compute the hourly rate for additional services. For examples of such additional service see "Extraordinary Service" in Article 10, Hours of Employment. Such extra pay shall not include duties required pursuant to Article 5, Current Work Year, and Article 10, Hours of Employment.

13.2 Additional Compensation

| | |
|---|------------|
| National Board Certification | \$2,000.00 |
| Master's Degree or District Equivalent* | \$2,000.00 |

Doctoral Degree

\$3,000.00

- * The Superintendent or designee and the Association Representative will evaluate proposal for District Equivalent credit prior to approving the same.

The District and KTA agree to meet the interest of the certificated staff in having these additional compensations (National Board Certification, Masters Degree, or Doctoral Degree) reported to the Defined Benefits Plan within STRS. Additional compensation for the District Equivalent of a Masters Degree will be reported to the Defined Benefits Supplemental plan within STRS.

13.3 Initial Placement

The Superintendent or designee will make the initial placement of new employees on the salary schedule for the first year of District employment. If there is any doubt as to an employee's step placement, the Superintendent or designee will obtain necessary information from former employers and make a determination as to appropriate placement. Full-time teaching experience in grades TK-12 shall be allowed on a year-for-year basis if, at the time, the employee possessed a valid credential. Part-time experiences or fractional parts of a year shall be accumulated and rounded to the nearest year.

Relevant experience in education not qualifying under the section above (such as Peace Corps) may be credited on a year-for-year basis at the discretion of the Superintendent or designee.

Semester units or their equivalent serve as the basis for granting credit. Quarter units are equivalent to two-thirds of a semester unit. Fractions of units will be accumulated and rounded to nearest whole unit.

Initial placement is based on semester units of credit earned at an accredited university or college after the date of the baccalaureate degree. Fifty percent (50%) of units allowed must be upper division or graduate level units.

Initial placement will be on the step and column which can be substantiated on the effective date of initial employment. Transcripts and verification of experience must be submitted to the District prior to October 30. No credit will be granted at a later date for units, degrees or experience previously earned which are not claimed on the application for employment.

13.4 Step Advancement

One experience step shall be granted for each school year during which an employee has rendered satisfactory service for at least 2/5 of the year until the District maximum is reached.

13.5 Reclassification

Reclassification shall be determined upon professional activities applicable to present or probable future professional assignments in the District, and must receive approval of the Principal and Superintendent or designee prior to enrollment in such activities.

The term "one semester unit" shall be determined to mean a semester unit or the equivalent earned at an accredited university or college.

An employee may apply for a "district unit" of credit which may be utilized towards reclassification on the salary schedule. To meet the standards for a one-unit project, the employee must complete a project of at least fifteen (15) hours, have a project advisor in the District, and have prior approval of the project by the Superintendent or designee. Upon completion of unit hours, the employee will submit a written summary of the project to the Superintendent or designee. Employees should be aware that district units will probably not be transferable to other districts.

Attendance at workshops may be counted for District unit credit if workshops are sponsored by the California Department of Education or any accredited collegiate institution. Prior approval by Superintendent or designee required.

Credit will not be granted for repeated courses.

All verification of units for reclassification or Master's degrees must be on file with the District Office prior to October 30 in order to obtain reclassification for the fall semester and prior to February 15 to obtain reclassification for the spring semester. Such verification may be in the form of a notice from the institution granting such credit, with the understanding that official transcripts will be submitted as soon as issued by the institution, but not later than sixty (60) days after the due date.

13.6 Salary Payments

Salary payments shall be made in eleven (11) or twelve (12) equal monthly payments, at the employee's option, on the last District Office working day of each month from August to June. June and July checks may be picked up at the District Office, or they will be mailed, on the last working day the District Office is open in June.

Upon appropriate written authorization from the employee, the District shall deduct from the salary of any employee and make appropriate remittance for district-approved benefits policies:

Payment of premiums on any policy or certificate of group life insurance or income protection,

Payment towards any retirement annuity fund,

Payment towards tax sheltered annuities and Flex Section 125/medical benefits/dependent care

Payment of professional dues,

Contributions to credit unions, and/or

Bank savings through the County Office or any other plans or programs jointly approved by the District and the Association.

14
BENEFITS

14.1 Health and Welfare Insurance Programs

Medical Insurance – SISC (Self Insured Schools of California)

The District's annual contribution to medical benefits shall be increased by a maximum of 10% above the previous year's contribution, or the increase of the Kaiser premium rates for employee and employee plus one, whichever is less.

The District's contribution to Medical Benefits is employee plus one. All full-time benefit eligible employees are required to enroll in the program unless s/he qualified for the Cash-in-Lieu provision described later in this article.

The current year's District contribution and plans are listed in Appendix J and shall be made available to employees during Open Enrollment.

Cash-in-Lieu

For those whose employment began prior to July 1, 2004, the District shall provide an amount equal to 50% of the employee cap rounded up to the nearest ten dollars per month to those employees presently "double covered" by health insurance who elect not to receive the above health insurance plan coverage.

Medicare

The District shall offer a Medicare Supplement Plan at the retiree's expense.

Dental Insurance

The District's Contribution to dental program is employee only with Delta Dental of California. The Delta Dental Plan is the Premier Incentive Plan with a maximum annual benefit of \$3,000. Rates are subject to change October 1 at open enrollment. Part-time benefit eligible employees may opt out of the Dental Insurance Plan October 1. All full-time benefit eligible employees are required to enroll in the program.

The current year's District contribution and plans are listed in Appendix J and shall be made available to employees during Open Enrollment.

Vision Insurance

The District shall provide employees only with Vision Service Plan (VSP) Rates are subject to change October 1. All employees may opt out of the Vision Service Plan October 1.

The current year's District contribution and plans are listed in Appendix J and shall be made available to employees during Open Enrollment.

Eligibility

For all medical, dental, and vision programs, effective as of July 1, 1994, certificated employees who work 2/5 time (FTE .40) or more, are eligible for prorated District-paid health benefits.

Income Protection Plan / Long Term Disability Plan

The District shall provide employees with a District-paid Income Protection Plan, The Hartford Insurance Company, based on annual salaries for 2016-2017.

Medicare

Bargaining unit members electing to participate in Medicare coverage in 1990 and employees who were hired after 1986 shall have a payroll deduction of 1.45% of total wages designated to Medicare.

Section 125

A Section 125 Plan will be offered to all employees.

14.2 Domestic Partner Coverage

Unit members' domestic partners and their dependents shall be eligible for medical benefits on the same terms as unit members' spouses and their dependents. Domestic partners of retirees are not covered unless the domestic partnership commenced prior to the retirement. The domestic partner benefit shall be available only to the extent that district medical plan providers agree to make it available. The District shall not be responsible to obtain additional medical insurance carriers solely for the purpose of offering domestic partner benefits. The provision of benefits to the domestic partners shall be on the following terms and conditions:

Definition

A domestic partnership shall exist between two persons regardless of their gender and each of them shall be the domestic partner of the other if both complete, sign, and have notarized the Kentfield School District Domestic Partner Affidavit. See Appendix L1.

Criteria:

1. A domestic partnership exists when all of the following occur:
 - a) Both persons have a common residence.
 - b) Both persons share the common necessities of life and agree to be jointly responsible for each other's basic living expenses during the domestic partnership.
 - c) Neither person is married or a member of another domestic partnership.
 - d) The two persons are not related by blood in a way that would prevent them from being married to each other in this state.
 - e) Both persons are at least 18 years of age and are mentally competent to consent to contract.
 - f) It has been at least twelve months since either of the two parties has filed a statement of termination of a previous domestic partnership affidavit with the Kentfield School District.
 - g) The two parties agree to notify the Kentfield School District Office if there is a change in the circumstances attested to in the affidavit or if the domestic partnership is terminated.
2. A domestic partnership shall terminate when any of the following occurs:
 - a) One partner gives or sends to the other partner a notarized, written notice that he or she is terminating the partnership.
 - b) One of the domestic partners dies.
 - c) One of the domestic partners marries.
 - d) The domestic partners no longer have a common residence. A temporary separation resulting from work, education, or health-related requirements shall not constitute the cessation of a common residence.

Termination

Upon termination of the partnership, the employee shall notify the District by filing a certification of termination of eligibility (Appendix L2). The form shall include a statement whereby the employee shall certify under penalty of perjury that he or she notified his or her domestic partner of the termination of the partnership. All benefits provided by this section shall cease as of the last day of the month following the receipt of the certification of termination of eligibility.

The certification must be filed within thirty (30) days of the end of the domestic partnership. If the District suffers any loss as a result of the employee's failure to file the certification, the employee shall be liable to the District for actual loss engendered by the failure to receive notice that the domestic partnership has been terminated.

Application and Terms

In order to receive any benefit provided for by this section, an employee and his or her domestic partner shall complete, have notarized, and file with the Kentfield School District Domestic Partner Affidavit (Appendix L1).

The form shall also include a signed statement indicating that the employee agrees that he or she is required to reimburse the District for any expenditures made by the District, for any administrative charges, and other costs on behalf of the domestic partner if any of the submitted documentation is found to be incomplete, inaccurate, or fraudulent.

The non-employee domestic partner does not have legal rights to purchase continuing coverage in the event of the employee's death or resignation.

The District shall be indemnified by the employee against any legal action pursued by another party under community property, contract, or family laws.

14.3 Benefit Options for Retirees

The District shall provide health insurance premiums (Medical/Dental/Vision) for employees retiring after reaching their fifty-fifth birthday (55) to age sixty five (65) provided said employees have five (5) consecutive years of service prior to retirement. While the District does not provide coverage for the dependents of the retirees, retirees may purchase coverage at their expense. A District-approved leave shall constitute a year of service for the purpose of eligibility for this benefit. After age 65 the retiree may continue to participate in the programs by paying the total cost of the coverage.

The District will pay an amount equal to that contributed by the District for one active employee, based on the retiree's FTE upon retirement. An exception is made for those participating in the Willie Brown option.

14.4 Benefits for Part-Time Employees

Benefits for part-time employees will be prorated according to Article 9.

14.5 Extended Medical Benefits for Long-term Illness

A unit member on leave under STRS disability who has worked for the District for at least 10 years prior to going on such disability and is not yet 55 shall have his/her Health and Welfare benefits paid for by the District at the same level as a continuing employee until 1) the STRS disability qualification discontinues, or 2) the employee has been on an unpaid leave of absence for the maximum of 39 months specified by Education Code Section 44986.

15
LEAVES

During the school year there are times when staff members are not able to perform their duties at the school site. These alternatives are available to meet these needs. Teachers with questions are encouraged to contact the District's Human Resources department.

15.1 Sick Leave

Definition: Sick Leave is paid leave to be used when an employee is absent due to illness or injury.

Full-time employees shall be entitled to ten days of paid sick leave per year.

Employees who work less than full-time shall receive sick leave in the proportion that their work week bears to a full-time work week. For example, a half-time employee would receive the equivalent of five (5) full days of sick leave. Unused sick leave shall accrue from school year to school year.

At the beginning of each school year every teacher shall receive a sick leave entitlement for the school year. A teacher may use his/her credited sick leave at any time during the school year.

Should a teacher resign, retire, or otherwise leave employment of the District, his or her total accumulated sick leave as otherwise set forth in this document may be used in any one or more of the following ways:

- It may be transferred to another public employer in the State of California as provided for under provisions of law.
- It may be credited to the teacher's STRS account as provided by law.

The Board may require a physician's verification of illness. Normally, this will be requested if an employee is absent for five (5) or more consecutive days.

In September each employee will receive a statement showing leave used in the prior year, accrued sick leave days for that year, and sick leave (days) entitlement for the current year. In January, each employee will receive a statement showing sick leave used in the current year.

All employees shall notify the District of an impending absence by registering their absence in the District's automated substitute calling system prior to 7:00 a.m., giving their school, grade level or assignment, and anticipated duration of absence.

All employees shall indicate their intention not to return to duty the following day, if known, by contacting their school office at least thirty minutes (30) prior to the end of their particular workday.

A sick leave day, once commenced, may not be reinstated as a working day except with prior approval of immediate supervisor. Half-day increments may be granted for medical/dental appointments.

In the event of a concerted work stoppage, the District may request medical verification for the absence.

15.2 Catastrophic Leave

Definition: Catastrophic Illness or Injury Leave is paid leave for an employee who has exhausted all fully-paid sick leave and continues to be disabled due to catastrophic illness or injury, or for an employee to care for the employee's child, spouse, domestic partner, or parent with a catastrophic illness or injury. Any donation of leave made to the Catastrophic Leave Bank shall be irrevocable by the donor. An employee applying for catastrophic leave shall have suffered a severe incapacitating illness or injury which is expected to last for an extended period of time, as certified by the attending physician or doctor, which requires the regular and continual care of a physician or doctor, and which prevents the employee from performing the substantial duties of his/her assignment.

Beginning September 1996, the District established a Catastrophic Leave Bank for all employees. The Bank shall be open to all certificated and classified employees who wish to participate.

Any employee may become an eligible member of the Catastrophic Leave Bank by contributing one day of sick leave by September 30 of any school year. Employees hired during the year or employees whose status changes must contribute one day within two weeks of employment or change in status to become eligible. No more than 30 workdays of catastrophic leave may be given to an employee during a school year.

Any time the Catastrophic Leave Bank falls below 30 days, a new voluntary contribution shall be required. To maintain eligibility, an employee must donate upon each contribution request.

Employee contributions are limited to one day per employee per collection period. Contributions and withdrawals shall be based on each employee's level of full time equivalency.

The bank shall be administered by a Catastrophic Leave Bank Committee consisting of the Superintendent or designee, two Kentfield Teachers Association members and one representative from the Classified Committee. The granting of catastrophic leave shall be contingent on the physician verification and shall not be grievable.

Only employees who are currently eligible may use the Catastrophic Leave Bank.

Catastrophic leave is available only to those employees who have exhausted their own fully paid sick leave and only for the waiting period until the employee becomes eligible for Long Term Disability Income Benefits.

It is the responsibility of the employee or his/her designee to apply for catastrophic leave. Normally the application will be made prior to exhaustion of the employee's fully-paid sick leave. The applicant shall submit a written request to the Catastrophic Leave Bank Committee specifying the amount of leave requested and accompanied by a physician's or doctor's certification that the illness or injury is severe and incapacitating to the extent outlined above.

Normally an employee's use of catastrophic leave shall not exceed the waiting period between the expiration of sick leave and the commencement of long term disability coverage.

A review of the Catastrophic Leave article may be initiated by the District or the Association by May 1 of any year and shall be continued into the next school year only with mutual agreement.

15.3 Extended Illness Leave

Definition: Extended Illness Leave is paid leave available when an employee has exhausted all regular sick leave (and catastrophic leave as appropriate) and continues to be disabled due to illness or injury.

If a teacher has utilized all of his/her accumulated leave options and is still absent from his/her duties on account of illness or injury then the amount of salary deducted in any pay period shall not exceed the sum which was actually paid a substitute for a period of five school months or less. There shall be no salary deduction if no substitute is hired. The five months or less period during which the above deductions occur shall not begin until all other paid leave provisions for which he/she is eligible have been exhausted.

An employee on Extended Illness Leave may be eligible for an STRS disability allowance. Should an employee exhaust Extended Illness Leave, Catastrophic Illness or Injury Leave, if any, income protection (See Article 14), and not qualify for STRS disability, he/she may request unpaid leave or resign.

15.4 Industrial Accident or Illness Leave

Definition: Industrial Accident and Illness leave is paid leave available when an employee is disabled due to an accident or illness caused by the job.

Leaves under this regulation shall be available to employees beginning with the first day of employment.

Allowable leave with pay shall be up to sixty (60) working days during any one fiscal year for the same accident or illness.

Allowable leave shall not be accumulated from year to year.

When an Industrial Accident or Illness occurs at a time when the leave will overlap into the next fiscal year, the employee shall be entitled only to that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury. Industrial Accident or Illness Leave will commence on the first day of absence.

Payment for wages lost on any day shall not, when added to awards granted the employee under the District's Worker's Compensation Program ("SIPE"), exceed the employee's actual wage if he/she were on the job.

Industrial Accident or Illness Leave will be reduced by one day for each day of authorized absence regardless of a compensation award made under Worker's Compensation.

Entitlement to Industrial Accident or Illness Leave will be based upon the findings by the Worker's Compensation Insurance Program Administrators (York) that the disability is due to an Industrial Accident or Illness. In cases where the Worker's Compensation Insurance Program Administrators do classify a claim as a disability case, regular sick leave will not be deducted for absence due to the Industrial Accident or Illness until Industrial Accident or Illness Leave, if granted, has been exhausted.

15.5 Family Medical Leave

An eligible employee shall be entitled to up to 12 work-weeks of unpaid family medical leave within a 12 month period for family and medical reasons under the federal Family and Medical Leave Act of 1993 (FMLA) and the California Family Rights Act (CFRA). For the period of the leave, medical benefits shall be provided to the same extent as they were when the employee worked. Employees may be eligible for pay during the period of family medical leave under the provisions of other applicable leaves.

The following provisions shall be interpreted in accord with the above statutes and their regulations. (Synopsis of the Family Care and Medical Leave Acts - Appendix K.)

15.5.1. An employee is eligible if he/she has been employed by the District for at least 12 months and has provided service at least 1250 hours over the previous 12 months (normally this means a full-time work year - i.e., 180 days x 7 hours = 1,260 hours).

15.5.2. Family medical leave shall be available for the following purposes:

- a. Birth of the employee's child;
- b. Placement of a child with the employee for adoption or foster care;
- c. Care for the employee's child, spouse, domestic partner or parent with a serious health condition. Other family members, may be included in exceptional circumstances. Exceptions will be authorized by the agreement of the Superintendent or designee and the President of the Association.
- d. The employee's own serious health condition that keeps the employee from performing his/her job function.

e. Baby bonding.

15.5.3. If an employee is absent on paid or unpaid leave and the reasons for that leave meet the requirements of family medical leave, the employee's FMLA or CFRA leave entitlement shall be used concurrently with the other leave except where the reason for the absence is pregnancy disability leave or where the leave is taken under the exchange of time provision of the collective bargaining agreement. For an employee on pregnancy disability leave, the FMLA leave runs concurrently with that leave. The CFRA leave entitlement shall commence when the pregnancy disability period has ended or after four months, whichever comes first. If the other leave is exhausted prior to the exhaustion of the family medical leave, the employee shall continue to receive benefits until the FMLA or CFRA leave entitlement expires.

15.5.4. If the need for the leave is foreseeable, an employee must provide 30 days advance written notice of the need for the leave. If the need for leave is unforeseen (i.e. an emergency), written notice must be given as soon as possible and at least 48 hours in advance. In the event that notice is not given 48 hours in advance and that failure to provide advance written notice prevents the District from securing an acceptable substitute, the District may require that the leave commence at a later time.

15.5.5 An employee shall provide medical certification whenever a serious health condition of his/her family member is the reason for the leave. Failure to obtain medical certification when necessary may delay or prevent the granting of the leave request until such certification is provided. For the employee's own serious health condition, the medical verification rules of sick leave, extended illness leave, or other applicable leave will apply.

15.5.6 An employee taking family medical leave will continue to participate in the District provided health plan under the same terms and conditions, including any necessary co-payments, which applied prior to the first day of the employee's leave. If the employee fails to return from the leave for any reason other the recurrence or continuance of a serious health condition, the employee will be liable to the District for premiums paid for maintaining the employee's health coverage. An employee may at his or her expense participate in all other employee benefits plans offered by the employer during the leave.

15.5.7. If the employee returns from family medical leave during the same school year as when the leave began, normally the employee will be assigned to the position he/she occupied prior to the leave.

15.6 Pregnancy Disability Leave

Definition: Pregnancy Disability Leave is paid leave available to an employee who is disabled and unable to perform her duties because of pregnancy, miscarriage, abortion, childbirth, or recovery therefrom.

This compensated leave commences with the onset of disablement due to pregnancy unless the employee is on a Board-approved uncompensated leave. The employee may

claim sick leave pay and/or extended disability pay for no more than that limited period of time when the employee's physician certifies in writing that she was actually physically disabled and unable to perform her duties because of pregnancy, miscarriage, abortion, childbirth, or recovery therefrom. The Catastrophic Illness or Injury Leave Bank will not be available for Pregnancy Disability Leave unless there are extenuating circumstances as determined by the employee's physician.

This leave is not intended to provide for periods of rest prior to or following childbirth or for childcare. At least four (4) months prior to the expected birth of the child, the employee shall notify the District of the expected date of birth. An employee may continue work until the onset of physical disability as verified in writing by the employee's physician.

An employee on Pregnancy Disability leave will not start using her 12-week family medical leave entitlement until after four months or after her Pregnancy disability has expired, whichever comes first.

15.7 Adoption Leave

Definition: Adoption Leave is paid leave available to the employee, using the employee's accrued sick leave to care for a child placed with the employee for adoption.

Paid leave may not exceed six (6) weeks, or the employee's total accrued sick leave, whichever is less. Total accrued sick leave for the purposes of this section shall not include extended illness leave.

15.8 Parental Leave

An employee may take a leave of absence as parental leave for the birth of a child of the employee, or the placement of a child with the employee in connection with the adoption or foster care of the child by the employee, as follows:

15.8.1. When the employee has exhausted all available sick leave, and continues to be absent from their duties on account of parental leave, the employee shall receive differential pay, calculated and paid as the difference between the daily substitute rate and the bargaining unit member's per diem rate of pay, or 50% of the bargaining unit member's salary, whichever is greater for the remaining portion of the twelve (12) workweeks of parental leave.

15.8.2. An employee is not required to have 1,250 hours of service with the District during the previous twelve-month period in order to take parental leave under section 15.8.

15.8.3. Parental leave under section 15.8 shall run concurrently with CFRA leave and an employee may take up to a total of twelve (12) weeks of leave in a rolling twelve-month period. A rolling twelve-month period is measured backward from the date an employee uses any parental leave. Each time an employee takes parental leave, the remaining leave

entitlement is any balance of the twelve (12) workweeks that has not been used during the preceding twelve (12) months.

15.8.4. If an employee seeks to take parental leave, as specified above, but has not exhausted all available sick leave, the unit member may use sick leave for parental leave purposes.

15.8.5. Nothing in this section shall be interpreted to prohibit an employee who does not wish to exhaust their sick leave from requesting and receiving up to twelve (12) weeks of unpaid leave for child bonding purposes under the Family Care Leave provisions above, so long as the employee qualifies for such leave.

15.9 Child Rearing Leave

Definition: Child Rearing Leave is unpaid leave available for parents who wish to absent themselves from duty for reasons other than actual physical disability prior to and following childbirth or adoption.

A child-rearing leave shall be an uncompensated leave, without pay, District-paid Health and Welfare benefits, sick leave or any other compensation benefit. This leave may be requested for any length of time up to twenty-four calendar months.

Notification of a child-rearing leave shall be submitted in writing to the District Office at least four calendar months prior to the desired commencement date of the leave, or by February 1st, if a leave is anticipated for the following school year and such need is known by February 1st.

The employee's notification of a leave shall specify the inclusive dates the employee desires to have the leave. When possible, the beginning and ending dates shall coincide with breaks in the school calendar.

On or before February 15th of the year in which the leave expires, the employee must indicate in writing to the Superintendent or designee the intention to return to the District for the following school year. Failure to comply with this requirement will constitute a resignation to become effective at the close of the school year in which the employee is on leave.

15.10 Jury Duty/Subpoenaed Witness Leave

Definition: Jury Duty Leave is paid leave which shall be granted to employees called for Jury Duty in the manner provided for by law.

An employee who receives a jury summons shall submit a copy of the summons to his/her supervisor. At the conclusion of jury duty, the employee shall submit a statement from the Jury Commissioner's office specifying the dates and times served by the employee. Payment shall be made to the District in the amount of the statutory fees which the employee has received for attendance as a juror, excluding the statutory mileage fee.

Definition: Subpoenaed Witness Leave is paid leave which shall be granted when an employee is subpoenaed to appear as a witness, other than as a litigant, in a court of law or other governmental tribunal for reasons not brought through the connivance or misconduct of the employee.

An employee requesting such a leave shall submit a copy of the subpoena to the District Office. At the conclusion of his/her appearance, the employee granted leave shall submit a verified statement specifying the dates and times the employee appeared. Payment shall be made by the employee to the District in the amount of the statutory fees which the employee has received for appearing as a witness, excluding the statutory mileage fee.

15.11 Bereavement Leave

Definition: Bereavement Leave is paid leave which shall be granted in the event of the death of any member of the immediate family.

This leave shall be for three (3) days, unless travel of more than two hundred (200) miles is required; in such cases the length shall be for (5) five days. Immediate family shall include, but not be limited to the following: mother, stepmother, mother-in-law, father, stepfather, father-in-law, husband, wife, son, stepson, daughter, stepdaughter, brother, sister, grandparent, legal guardian, foster child, or grandchild of the unit member or spouse, domestic partner and any relative living in the household of the employee.

15.12 Sabbatical Leave

Definition: Sabbatical Leave is paid leave at half the employee's annual salary which may be granted for the purpose of study or travel which will benefit the schools and pupils of the District. The leave shall be granted upon Board approval in accordance with Education Code Sections 44962 through 44975.

Employees with at least seven (7) consecutive years of service to the District may apply by February 1st for a Sabbatical Leave for the following year.

While on Sabbatical Leave an employee shall receive: 50% of the annual salary, full fringe benefits, and a salary step increment upon return to the District.

The employee shall earn full-time STRS service credit at full salary only if he/she makes the additional contributions required in the Education Code.

As a condition of Sabbatical Leave, an employee shall return to service in the District for at least two full school years following the sabbatical. If the employee does not do so, he/she shall repay that portion of the sabbatical salary which is proportional to the portion of the two-year commitment that was not fulfilled.

The employee shall accept no regular employment during his/her Sabbatical Leave unless approved by the Board of Trustees.

Upon return to the District after Sabbatical Leave, the District will make every effort to place the employee in a position directly related to the educational objective of the leave. If this is not possible, the District shall place the employee in a position authorized under the credential in use at the time the employee last served in the District.

15.13 Personal Necessity Leave

Definition: Personal Necessity Leave is paid leave provided to the employee for limited necessary activities.

The Education Code provides for the use of up to a maximum of seven days of sick leave in any school year for "personal necessity". In exceptional circumstances, up to 40 days of sick leave may be used for personal necessity. All such exceptions will be authorized by the agreement of the Superintendent or designee and the President of the Association.

The following are considered appropriate uses of Personal Necessity Leave. With the exception of a. and b., prior notification to the District Office is required.

- a. Death or serious illness of a member of his/her immediate family. (See Bereavement Leave)
- b. Accident involving his/her person or property or the person or property of a member of his/her immediate family.
- c. Court appearance, meeting with attorney, and signing legal documents which can only be scheduled during school hours.
- d. Participation in important personal events, including: assisting elderly parents; facilitating child's college visitation, registration or move; attending parents' weekend and graduation; and assisting family members who require medical attention.
- e. Travel relating directly to one of the above.
- f. Matters relating to home or car which can only be handled during school hours.

Any reason other than the above must be approved by the Superintendent or designee prior to the absence. (Leave Request and Notification Form – Appendix E.)

15.14 Business Leave

Definition: Business Leave is paid leave for up to three days per school year (not accrued year to year), to be used for business which cannot be conducted outside regular school hours.

The employee shall request the leave by submitting the completed Leave Request and Notification Form to the Superintendent or designee for prior approval, unless this is not feasible.

15.15 Uncompensated General Leaves

Short Term

Definition: Short-Term Uncompensated Leave is leave which may be granted to staff members who wish to be absent for a reason other than "personal necessity". This may occur for some of these reasons:

- special travel opportunity
- unusual work opportunity (with compensation)
- search for other employment

Staff members may apply to the Superintendent or designee for unpaid leave. If the leave is approved, the prorated amount of the employee's salary will be deducted from the next paycheck.

Long Term

Definition: Long-Term Uncompensated Leave is leave which may be granted at the discretion of the Board of Trustees to a permanent employee with not less than three years service in the District. No salary increment shall accrue during Long-Term Unpaid Leave.

The employee shall submit a written request to the Board of Trustees, delivered to the District Office, preferably no later than February 1 prior to the year in which the leave is requested. The request shall state the reasons for and the duration of the leave desired.

An employee granted such leave of absence shall notify the District Office prior to February 1 of the year during which the leave is being taken that the employee will return for duty the ensuing school year. Failure to comply with this requirement will constitute a resignation on the part of the employee effective at the close of the school year in which the employee is on leave.

15.16 Exchange of Time (Kent)

Definition: Exchange of Time allows staff members to take time off when they would not legally qualify to take time for paid leave. In some cases, the employee may identify a proposed time to be absent and propose a way to make up a similar length of time. In other cases the employee may accumulate time with the anticipation of a future absence.

- Service provided for exchange of time must have approval of the Principal or designee.
- Time can be accumulated in one period increments. The employee will submit an "Exchange of Time Worked" form to the Principal or designee.
- Time can be accumulated for up to a total of two days or 10 periods per year. Additional periods used will be charged to personal leave time. Block days equal 2 periods and Wednesday afternoon meetings equal 2 periods of time.

- When a full day (5 periods) is accumulated, it must be used within one school year.
- When staff members take full days, they must notify and receive approval from the Principal and/or school secretary. The teacher may be denied for the requested date if there is a concern that too many staff members will be away from school on the same day.
- In some cases, employees may wish to utilize Exchange of Time leave instead of using sick leave for a personal necessity.
- Teachers will receive "Exchange of Time Passes" for each period worked. Personal leave will be issued if the teacher reaches a negative balance.
- The next year's 'passes' will begin at the start of T3 in the previous year. (For example: if T3 starts on 3/19/15 in the 2014-15 school year, teachers will receive EOT passes for the school year 2015-16.
- District-initiated Exchange of Time will be compensated at a bargaining unit member's per diem rate of pay; when bargaining unit members arrange with each other for Exchange of Time, compensation will remain at the hourly rate. Teachers may still opt for days instead of pay.

Appropriate ways to accumulate time will be:

- Substitute for another staff member when need arises
- Curriculum/grade level project
- Others as approved by the Principal

15.17 Other

Provisions of Sick Leave, Extended Disability Leave, Maternity Disability, Personal Necessity, Industrial Accident/Illness, Bereavement, and Jury Duty/Subpoenaed Witness Leaves shall not be construed to apply to any employee during any period when the employee would not normally be performing services for the District.

Employees on unpaid leave are eligible to retain membership in the District Health and Welfare benefits programs by paying necessary premiums to the District Office. (Note: employees on Family Medical Leave retain benefit coverage at the level it existed when in paid status.)

When an employee returns from a leave of absence, preference for assignment will be carefully considered by the Superintendent or designee in making assignments.

Employees on paid leaves of absence shall accrue sick leave credit, seniority, and remain eligible for Health and Welfare benefits. Employees on unpaid leaves of absence shall, on their return, retain seniority rights and step position on the salary schedule which they held at the beginning of the leave. Such employees shall retain accrued sick leave but shall not earn sick leave credit.

16
CLASS SIZE

16.1 Staffing Ratios

By March 4th the Board will establish staffing (pupil/classroom teacher) ratios at the elementary and middle school level.

The District agrees to use a ratio of 22 to 1 for the planning of 1st grade classrooms instead of the 25 to 1 ratio used in staffing of the TK-5 programs. When the class size for 1st grade exceeds 22, the provisions of the contract for alleviating the larger class size will be put into effect.

16.2 Elementary

If by September 15, a class exceeds two above the established staffing ratio, the Principal shall meet with the teacher to alleviate the situation. Consideration will be given, but not limited to:

- Moving students to another class at the same school.
- Hiring a new teacher.
- Giving additional personnel resource assistance.

16.3 Middle School

If by September 15, a teacher's average class load exceeds more than an average of four students per class over the staffing ratio, or a total of 32 students in P.E. (excepting Music and Homeroom), or the number of students assigned to classes with special teaching stations, such as Home Economics, Typing, Science, or Shop, which exceed the number of special teaching stations available, the Principal shall meet with the teacher to alleviate the situation. Consideration will be given, but not limited to:

- Moving students to another class at the same school.
- Hiring a new teacher
- Giving additional personnel resource assistance.

By October 1st the Superintendent or designee will provide the Board of Trustees a class size summary for each class taught in the District.

17
PROGRESSIVE DISCIPLINE

The District embraces the concept of progressive and corrective discipline for employees. Discipline shall be fair and for just cause.

This article is separate and apart from the Complaint Procedure Article.

The employee will be given the opportunity to obtain KTA representation prior to any meeting that is part of this process per the Weingarten Rule.

In order to resolve disciplinary issues at the lowest possible level, an administrator shall: Initiate a conversation with the staff member, identifying the issue(s) of concern and providing remediation options. This conversation will be summarized in writing, and both parties will sign and retain copies. This conference summary will not be considered a disciplinary document. Whenever possible, 24 hours notice will be provided prior to meeting.

If the issue(s) of concern is/are repeated, employee will receive a written reprimand. A meeting will be held in which a written reprimand is issued and the remediation plan is reiterated. The employee will be able to attach a response to the issued disciplinary document.

Any subsequent related concern will be addressed by further disciplinary action initiated by the administrator.

18
SAVINGS

If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provision will not be deemed valid except to the extent permitted by law, but all other provisions will continue in full force and effect.

19
COMPLETION OF AGREEMENT

This document comprises the entire Agreement between the District and the Association on the matters within the lawful scope of negotiations. Neither the Association nor the District shall have further obligation to meet and negotiate on any subject during the term of this Agreement, whether or not said subject is covered by this Agreement, except as set forth in the paragraph below, provided, however, that the parties agree that the District shall not reduce, change, or eliminate any District policies, practices, or rules and regulations within the scope of representation pursuant to Section 3543.2 of the EERA without first offering to negotiate such matters with the Association.

This agreement may be reopened under these conditions:

- Any additional articles on which both the parties agree.
- If the Public Employment Relations Board determines that other items within the Association's initial proposal are within the scope of representation as set forth in Government Code Section 3543.2, the parties shall reopen negotiations on such items and incorporate the agreement reached on such items into this contract.

In each year a negotiating meeting shall be scheduled within ten days of the completion of the notice requirements of Government Code Section 3547.

The parties recognize that curriculum and staff development are an appropriate subject for consultation. This shall not waive any rights the Association may have to negotiate on matters within the scope of this representation.

PART TIME EMPLOYMENT PHASING INTO RETIREMENT (WILLIE BROWN)20.1 Description of Benefit

This benefit allows you to work part time and receive full-time STRS credit under Education Code sections 44922 and 22713. The employee and the District shall contribute to the State Teachers' Retirement Fund the amount that would have been contributed if the employee had remained as a full-time employee. The employee's health benefits shall remain the same as if the employee had continued full-time employment, as well as other benefits that the member is entitled to under this Article, based upon the salary that the member would have received if employed on a full-time basis.

Minimum part-time employment for purposes of this activity shall be the equivalent of one half of the days of service required by the employee's last full-time contract of employment. The "equivalent of one half of the days of service required" may be satisfied by working full-time for a minimum of one half of the required days of service or by working a minimum of half-time for all of the required days of service, as determined by the Superintendent or designee, after conferring with the Principal and the employee.

20.2 Eligibility

Employees may choose to reduce their workload from full-time to part-time and maintain full-time status for retirement purposes under this section if they meet the following requirements:

- (a) Reach the age of 55 prior to reduction in workload
- (b) Be employed in the District for a period equivalent to at least 10 years of STRS credited service, including five years of credited service for full-time employment immediately preceding the reduction in workload. (Education Code 22713)

20.3 Application Procedure

Written notification of intent to participate in the Part-Time Employment with Full-Time Retirement Credit Program must be submitted to the Superintendent or designee by February 1 of the employee's final full-time year of service. The District shall approve or deny the application based upon the needs of the District by March 15.

The option to reduce the employee's workload shall be exercised at the request of the employee and may be revoked or modified only by mutual agreement between the District and the employee. Participation is limited to the end of the fifth year of commencing a program. Payment must be spread out over 10 or 12 months.

Part-time salary shall be the pro rata share for the full-time salary had the employee remained a full-time employee.

20.4 Assignment

The Superintendent or designee, the Principal, and the employee shall meet by May 1 of each year to discuss possible part-time assignments for the coming year. The final decision regarding the assignment for the year rests with the Superintendent or designee, based upon the needs of the District.

RETIREMENT BENEFIT BASED ON YEARS OF SERVICE

21.1 Description of Benefits

Commencing with the 2005-2006 school year, the District will make a lump sum available upon retirement to employees who satisfy certain service criteria, in the form of an annuity. The amount contributed by the District will correlate with the years of active service rendered to the District.

21.2 Eligibility

Employees must be employed at least 0.5 FTE, must have rendered a minimum of ten (10) years of active service with the District, and must actually retire from the District under the STRS system in order to receive this benefit. Any right to this benefit shall vest only upon retirement from the District; employees whose employment with the District ceases before retirement for any reason whatsoever, including but not limited to death, resignation, layoff or involuntary termination, shall not be entitled to this benefit.

21.3 Conditions

The amount of the benefit will be as follows, with the years of service prorated for each service year less than 1.0 FTE but more than 0.5 FTE:

| <u>Years of Active Service in District</u> | <u>Amount</u> |
|--|---------------|
| 10-14 | \$10,000 |
| 15-19 | \$15,000 |
| 20-24 | \$20,000 |
| 25-29 | \$25,000 |
| 30-34 | \$30,000 |
| 35+ | \$35,000 |

Example:

Employee works for District for 20 years as a full-time employee. Employee goes out on unpaid leave for one year. Employee returns to work at 0.5 FTE for another 5 years.

Employee then applies for Retirement Benefit based upon years of service.

Employee is entitled to the following amount:

| | | |
|----------------|---|------------------------------------|
| 20 X 1 FTE | = | 20 Years of Active Service |
| 1 unpaid leave | = | 0 Years of Active Service |
| 5 X 0.5 FTE | = | <u>2.5 Years of Active Service</u> |

Total years of Active Service = 22.5 Years

21.4 Application Procedure

Employees selecting this benefit must notify the District by May 15, 2006 and February 1 in subsequent years.

21.5 Terms of Annuity

The terms of the annuity shall be based upon agreement between the Association and the District.

22
CALENDAR

A calendar for the current school year shall be shown as Appendix A.

In October of each year the Superintendent or designee shall schedule a districtwide meeting for the purpose of discussing the calendar for the following year. This meeting will include Certificated and Classified staffs, Principals, and District Office staff. The Superintendent has the discretion to invite other participants as appropriate. Following the meeting the District and Association shall negotiate the calendar for the following year. Included in all such calendars will be a minimum of 1.5 days of uninterrupted classroom prep, preferably consecutive and at the end of the work week in August and one floating work day to be completed prior to the start of the work week. The floating day will be used for grade level meetings, with the balance of the day being available for teachers to work in their classrooms.

23
PEER SUPPORT

The Kentfield School District and the Kentfield Teachers Association strive to provide an excellent education for all students. One of the ways we do this is by supporting our teachers. The purpose of district-funded Peer Support Programs is to partner permanent teachers with a peer to assist with subject matter knowledge, teaching strategies, classroom management, and other professional duties. Areas of need may be identified through the evaluation process or by self-referral. Program delivery is dependent on availability of funding.

23.1 Peer Support Programs

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

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

Peer Support is available to "Qualifying Teachers" who are:

- permanent teachers who may benefit from and volunteer for assistance in order to improve or enhance performance
- permanent teachers who volunteer and are in their first year at a new grade level or new subject area
- non-permanent teachers who may benefit from and volunteer for assistance in order to improve or enhance performance
- teachers who receive a negative evaluation on their Formal Evaluation Summary

23.2 Consulting Teachers

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

23.3 The Process

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

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

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

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

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

23.4 Compensation for Service

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

23.5 Miscellaneous

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

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

DUES AND PAYROLL DEDUCTIONS

- A. KTA/CTA/NEA shall annually inform the District in writing of the amount of dues to be deducted for Association members for the forthcoming year by July.
- B. The amount of union dues shall be pro-rated and deducted in equal amounts beginning with the month of August and continuing through the June payroll of each school year. The District shall disburse all such funds to the Association.
- C. The authorization, terms, and rescission of dues deductions agreements are internal KTA matters. The District will process and honor the terms of dues deductions agreements for all bargaining unit members who the union reports as having written authorizations.
- D. Bargaining unit member requests for revocation of dues deduction authorizations must be directed to the union. The District will rely on KTA's decision as to whether a revocation request is effective.
- E. KTA will indemnify the District against any claims made by an employee regarding payroll deductions made based on information provided by KTA to the District.

COMPLAINT NOTIFICATION OBLIGATION AND INVESTIGATION

In order to promote fair and constructive communication, the following procedures shall govern the resolution of complaints. Every effort shall be made to resolve a complaint at the earliest possible stage.

Any complaint about an employee, which could result in an adverse personnel action by the administrator, shall be reported to the employee by the administrator within six (6) working days of the time the administrator is aware of the complaint.

Level I

Except in extraordinary circumstances, a parent who wishes to pursue a complaint about an employee shall first meet with the employee to attempt to informally resolve the complaint. The District and the Association strongly encourage parents and employees to resolve the complaint at this level. If the complaint is not resolved at this level, it can be moved to the next level in the complaint process, by either party within five (5) working days. The provisions of this section shall not apply when the complaint includes allegations of child abuse as defined in the California Penal Code, or sexual harassment.

An employee may request that a colleague or a KTA representative be present for support for any Level I meeting.

Level II

If the complaint is not resolved at the previous level, the complainant, an employee and the Principal shall meet to seek resolution within ten (10) working days from the request to move to Level II. The Principal will attempt to resolve the complaint by utilizing a problem-solving, collaborative process, which would address the concerns of both the complainant as well as the employee. If the complaint is not resolved at this level, the parent may proceed to Level III and file a written complaint with the Superintendent or designee. If the complaint is not filed in writing in five (5) working days after the Level II conference to proceed to Level III, the complaint will be considered withdrawn and the matter will be considered resolved.

An employee may request that a colleague or a KTA representative be present for support for any Level II meeting.

Any personnel related documents generated, as part of Levels II and III of the Complaint Procedure will be processed in accordance with the Complaint Resolution Form attached as Appendix O.

Level III

If the complaint is not resolved at Level II, the complainant may proceed to file a written complaint within five (5) working days after the Level II conference and submit it to the Superintendent or designee. Once a written complaint is filed, the following shall take place within twenty (20) working days from the filing of the written complaint:

1. The Superintendent or designee will forward the complainant's written statement to the employee within five (5) working days of receipt of the complaint.
2. The Superintendent or designee shall investigate the complaint.
3. A problem solving and resolution conference, which includes the employee, the complainant and the Superintendent or designee, shall be held. The employee is entitled to representation by KTA at this meeting. If the complainant does not attend the meeting, the complaint shall be considered withdrawn and thereby resolved.
4. If the conference does not resolve the complaint, the Superintendent or designee shall issue a letter of findings regarding the complaint, which he/she shall provide to the complainant and the employee.

The employee may respond to the complaint and the Superintendent or designee's findings in writing and this writing shall be attached to the complaint and the findings within ten (10) working days of receipt of the findings. This response may be prepared during the regular school day without loss of pay.

Complaints and related documents that are withdrawn or determined to be false or not substantiated, shall not be utilized in an evaluation or disciplinary action against the employee, or placed in the personnel file unless so requested by the employee and shall be shredded at the end of the school year. If the complaint is being challenged under the District Complaint Policy, and/or the grievance procedure, it shall not be included in the evaluation until either or both processes have been completed.

Complaints Regarding Extraordinary Circumstances

When the complaint includes allegations of sexual harassment, the accused will be informed of the complaint within fifteen (15) working days by the administrator. When the complaint includes allegations of child abuse, it shall not be disclosed to the accused, as required by the confidentiality provisions of the Child Abuse Reporting Act. (See Penal Code sections 11167 and 11167.5 attached to the Agreement as Appendices M-1 and M-2).

SAFETY26.1 Employee Safety

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

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

The District and the Association will jointly circulate a list of all relevant Education Code sections, including but not limited to, notification and discipline sections to all Association members at the beginning of each school year.

26.2 Threats Against Employees

The District will form "Threat Assessment Team" which will meet with District administration on the third Monday of each school year at a mutually agreed upon time and location. The Team shall be comprised of a site administrator(s), a site counselor, psychologist, a law enforcement officer and an Association representative. Site-specific threats may be addressed by a subset of the district team. If a unit member is threatened or attacked by a student or any person, the unit member shall immediately and accurately report the incident to a site administrator. The site administrator will then decide whether to convene the "Threat Assessment Team", and/or take other steps.

If the impacted unit member is unable to report the incident involving threats or attack due to fear or stress, another unit member can immediately file a verbal report on behalf of the impacted employee. The impacted employee, in any case, shall file a written report on the Incident Reporting Form as soon as possible.

The impacted employee can appeal the site administrator's decision of whether or not to convene the "Threat Assessment Team" to the Superintendent or designee. The Superintendent or designee's decision may be appealed beginning at Level III of the Grievance Process outlined in Article 11.

27
NON-DISCRIMINATION

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

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

28
TERM

The term of the contract shall be July 1, 2019 through June 30, 2022. For the years 2019-20 and 2020-21 the contract shall not be reopened once settled.

For the 2021-2022 year Article 13 - Salary, Article 14 - Benefits, Article 10.11 - Advisory, and any three (3) Articles of each party's choosing will be re-opened. Salary and Benefits shall be reopened.

29
SIGNATURES

For the District

For the Association

Date

Date

APPENDICES

KENTFIELD SCHOOL DISTRICT

2021 - 2022

| August '21 | | | | | | |
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| September '21 | | | | | | |
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| December '21 | | | | | | |
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| January '22 | | | | | | |
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| February '22 | | | | | | |
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| April '22 | | | | | | |
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| May '22 | | | | | | |
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| June '22 | | | | | | |
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| | 20 | 21 | 22 | 23 | 24 | 25 |
| | 26 | 27 | 28 | 29 | 30 | 31 |

| July '22 | | | | | | |
|----------|----|----|----|----|----|----|
| Su | M | Tu | W | Th | F | Sa |
| | | | | | | 1 |
| | 2 | 3 | 4 | 5 | 6 | 7 |
| | 8 | 9 | 10 | 11 | 12 | 13 |
| | 14 | 15 | 16 | 17 | 18 | 19 |
| | 20 | 21 | 22 | 23 | 24 | 25 |
| | 26 | 27 | 28 | 29 | 30 | 31 |

| Date | Event |
|-------------------------------------|------------------------------------|
| August 16 | Floating Teacher Work Day |
| August 17 - (1/2 of) 20 | Professional Development |
| August 23 | Teacher Work Day |
| August 24 | First Day of School |
| September 6 | Labor Day |
| September 16 | Yom Kippur |
| November 1 | Professional Development |
| November 11 | Veterans Day |
| November 24 - 26 | Thanksgiving Recess |
| December 17 | 1/2 Day Friday Before Winter Break |
| December 20 - December 31 | Winter Break |
| January 17 | Martin Luther King Jr. Birthday |
| February 21-25 | Presidents' Recess |
| April 4 - 8 | Spring Break |
| May 30 | Memorial Day |
| June 10 | 1/2 Day Last Day of School |
| 180 - Days of Instruction | |
| 1.0 - Floating Work Day | |
| 4.5 - Professional Development Days | |
| 1.5 - Teacher Work Days | |
| 187 - Total | |

- Teacher Work Days
 - Local Recess
 - Holidays
 - First and Last Days of School
- *Emergency Closure Flex Day: Nov. 1

FORMAL EVALUATION SUMMARY (FES)
KENTFIELD SCHOOL DISTRICT CERTIFICATED PERSONNEL

ALTERNATIVE ASSESSMENT

Teacher:

School: _____ Assignment: _____ Year: _____

Administrator: _____

A certificated employee and his/her evaluator may mutually agree that the employee will be formally evaluated only once every four years if:

1. The certificated employee has permanent status
2. Has been employed by the school district for at least 10 years
3. Meets the Federal definition of highly qualified
4. Previous evaluations show that the employee meets or exceeds the standards
5. The Principal and teacher have designed an alternative evaluation process in the *2nd year of the four-year cycle*. Possible alternative evaluations may include self-evaluation, peer evaluation, or an informal evaluation including a portfolio.

- If either party wants to change the agreement, either may withdraw consent at any time.

By November 1, in the 2nd year of the four-year cycle, teacher and Principal have met to discuss goals and the alternative evaluation. Attached is a one page description of the alternative evaluation.

Date pre-evaluation conference was held: _____

Signature of Teacher

Signature of Administrator

Date

Date

Check in Dates:

By November 1 in the 2nd year of the four-year cycle – plan approved:

Signature of Teacher

Signature of Administrator

Date

Date

By May 1 in the 2nd year of the four year cycle – met to discuss progress

Signature of Teacher

Signature of Administrator

Date

Date

By May 1 in the 3rd year of the four year cycle – met to discuss progress

Signature of Teacher

Signature of Administrator

Date

Date

By May 1 in the 4th year of the four year cycle – final plan approved

Signature of Teacher

Signature of Administrator

Date

Date

Date Summary Conference was held _____

FINAL RATING

The Final Rating of evaluation standards assessed in this evaluation is:

Satisfactory
 Needs Improvement
 Unsatisfactory

An unsatisfactory rating in any one of the first five standards will result in an overall final rating of either Needs Improvement or Unsatisfactory.

If the teacher would like to have the final rating reviewed before the end of the school year the teacher will put his/her initials in this box and date the entry.

Comments:

Recommendations:

Administrator's Signature

Date

Teacher's Signature

Date

Teacher's Written Comments: Teachers are encouraged to attach dated comments to the FES. There is no deadline for these comments, however, comments received by the Superintendent after May 15th must be in the form of a signed and dated attachment for the FES.

Superintendent's Initials

Date



**KENTFIELD SCHOOL DISTRICT ALTERNATIVE EVALUATION
PROCESS**

School Year _____

Name: _____ School : _____

Step 1:

A. What is your professional focus?

Step 2:

A. Question: How will your Alternative Evaluation benefit the students you teach?

B. Question: How will your Alternative Evaluation improve your teaching practice?

C. Question: How will you share what you have learned with others? (grade level, department, school)

Summary of your progress and evidence to support your professional work:

Cycle A

Cycle B

Cycle C
(Final Product)

Step 3: Reflection and analysis

1. Discuss the results of your plan. Share successes and any challenges. (Use data as evidence).
2. What changes will you make based on the results of your alternative evaluation? Explain.

**Kentfield School District
Bacich Elementary School Counselor Evaluation**

Name: 

Assignment: Counselor

Evaluator:

Evaluation Date:

Using the following list of responsibilities as a guide, the immediate supervisor will cite areas of particular strength as well as those areas in need of improvement.

| |
|--|
| 1. Planning, Coordination and Development |
| a. Consults with teachers, administrators and other school personnel regarding counseling needs. |
| b. Coordinates and participates in guidance meetings, student study team, and attends staff and grade level meetings. |
| c. Plans, coordinates and participates in the school climate programs such as: Character Counts. N/A |
| d. Reviews yearly data and revises programs to meet needs and trends of the student population. N/A |
| e. Coordinates and participates in articulation activities with the middle school. N/A |
| f. Shares background information pertinent to student performance with appropriate parties. |
| g. Provides counseling perspective in the development of school initiatives. |
| h. Participates in the special education and ADA where counselor input is required. Participates in Section 504 process. |
| i. Plans and acts as liaison between teachers, students and parents/guardians. |

Strengths:

Areas of Growth:

**Kentfield School District
Bacich Elementary School Counselor Evaluation**

2. Services to Students & Parents/Guardians

- a. Meets with students in individual or small group settings.
- b. Meets with parents in individual or group settings to assist in building strong, positive parenting skills. Conducts parenting groups.
- c. Attends IEP meetings if appropriate and assists staff with the implementation and annual review of 504 plans.
- d. Provides individual and/or group crisis intervention, if needed, for students and staff.
- e. Develops a plan for identified students that specifies areas of failure or low performance and monitors the students' progress.
- f. Demonstrates knowledge of family development and family systems.
- g. Makes appropriate student referrals.
- h. Demonstrates ability to initiate counseling relationships with students.
- i. Demonstrates skill and sensitivity in terminating counseling relationships.
- j. Displays respect for the rights and unique characteristics of students.
- k. Creates a counseling environment, which fosters feelings of acceptance and empathy.
- l. Counsels students in their adjustment to a new school.
- m. Demonstrates sensitivity to multicultural and multi-ethnic issues in counseling.
- n. Provides interventions and support in crisis situations.
- o. Initiates communication between the school counseling department and home.
- p. Offers support and guidance to parents/guardians of students.
- q. Employs mediation skills with the student population

Strengths:

Areas of Growth:

**Kentfield School District
Bacich Elementary School Counselor Evaluation**

Summary/Comments:

Evaluator Recommendations:

A copy of this document will be filed in your personnel file. You are entitled to review and comment on this document and to have your own written comments attached. (See last page) Any such written comments should be submitted to the personnel office within ten (10) working days of the post conference date.

FINAL RATING

The Final Rating of evaluation standards assessed in this evaluation is:

____ - Satisfactory ____ Needs Improvement ____ Unsatisfactory

If the teacher would like to have the final rating reviewed before the end of the school year the teacher will put his/her initials in this box and date the entry.

Administrator's Signature

Date

Counselor's Signature

Date

**Kentfield School District
Bacich Elementary School Counselor Evaluation**

3. Services to the Staff

- a. Serves as a member of school based teams.
- b. Provides staff a list of students who are considered emotionally at-risk.
- c. Conducts presentations to support at-risk students.
- d. Collaborates with and offers support to staff to maximize the academic and social/emotional experience for students.

Strengths:

Areas of Growth:

4. Professional and other Responsibilities or Duties

- a. Plans and develops a school-based counseling program, which provides direct services to students, staff, parents/guardians and the community and includes integration into the educational curriculum where appropriate.
- b. Coordinates and develops a referral process for at-risk students with a pyramid of intervention to support success at school.
- c. Attends workshops, classes, in-services, conferences and other related professional activities.
- d. Demonstrate knowledge of current techniques appropriate to assignment.
- e. Processes incoming communications and follows through in a timely matter.
- f. Supervises and provides support and guidance to school counseling interns.

Strengths:

Areas of Growth:

Kentfield School District
Bacich Elementary School Counselor Evaluation

Teacher's Written Comments: Teachers are encouraged to attach dated comments to the FES. There is no deadline for these comments, however, comments received by the Superintendent after May 15th must be in the form of a signed and dated attachment for the FES.

Superintendent's Initials

Date

Employee Response:

**Kentfield School District
Bacich Elementary School Counselor Evaluation**



**Kentfield School District
Middle School Counselor Evaluation**

Name:

Assignment:

Evaluator:

Evaluation Date:

Using the following list of responsibilities as a guide, the immediate supervisor will cite areas of particular strength as well as those areas in need of improvement.

1. Planning, Coordination and Development

- a. Consults with teachers, administrators and other school personnel regarding counseling needs.
- b. Coordinates and participates in guidance meetings, student study team, and attends staff and grade level meetings.
- c. Plans, coordinates and participates in the school climate programs such as: Teens in Transition, Class Meetings, Character Counts, WEB, FCD, and School Climate Committee.
- d. Reviews yearly data and revises programs to meet needs and trends of the student population.
- e. Coordinates and participates in articulation activities with the elementary school and neighboring high schools.
- f. Shares background information pertinent to student performance with appropriate parties.
- g. Provides counseling perspective in the development of school initiatives.
- h. Participates in the special education and ADA where counselor input is required. Coordinates Section 504 process.
- i. Plans and coordinates all-calls and acts as liaison between teachers, students and parents/guardians.

Strengths:

Areas of Growth:

2. Services to Students & Parents/Guardians

- a. Meets with students in individual or small group settings.
- b. Meets with parents in individual or group settings to assist in building strong, positive parenting skills. Conducts parenting groups.
- c. Attends IEP meetings if appropriate and assists staff with the implementation and annual review of 504 plans.
- d. Provides individual and/or group crisis intervention, if needed, for students and staff.
- e. Develops a plan for identified students that specifies areas of failure or low performance and monitors the students' progress.
- f. Conducts ongoing orientation activities for students new to school.
- g. Demonstrates knowledge of family development and family systems.

**Kentfield School District
Middle School Counselor Evaluation**

- h. Makes appropriate student referrals.
- i. Demonstrates ability to initiate counseling relationships with students.
- j. Demonstrates skill and sensitivity in terminating counseling relationships.
- k. Displays respect for the rights and unique characteristics of students.
- l. Creates a counseling environment which fosters feelings of acceptance and empathy.
- m. Counsels students in their adjustment to a new school.
- n. Demonstrates sensitivity to multicultural and multi-ethnic issues in counseling.
- o. Provides interventions and support in crisis situations.
- p. Initiates communication between the school counseling department and home.
- q. Offers support and guidance to parents/guardians of students.
- r. Employs mediation skills with the student population

Strengths:

Areas of Growth:

- 3. Services to the Staff**
- a. Serves as a member of school based teams.
 - b. Provides staff a list of students who score below basic on STAR testing and/or not achieving grade level standards and/or are considered academically/emotionally at-risk.
 - c. Conducts in-service programs or presentations to support at-risk students.
 - d. Collaborates with and offers support to staff to maximize the academic and social/emotional experience for students.

Strengths:

Areas of Growth:

**Kentfield School District
Middle School Counselor Evaluation**

A copy of this document will be filed in your personnel file. You are entitled to review and comment on this document and to have your own written comments attached. (See last page) Any such written comments should be submitted to the personnel office within ten (10) working days of the post conference date.

FINAL RATING

The Final Rating of evaluation standards assessed in this evaluation is:

_____ Satisfactory _____ Needs Improvement _____ Unsatisfactory

If the teacher would like to have the final rating reviewed before the end of the school year the teacher will put his/her initials in this box and date the entry.

Administrator's Signature

Date

Counselor's Signature

Date

Teacher's Written Comments: Teachers are encouraged to attach dated comments to the FES. There is no deadline for these comments, however, comments received by the Superintendent after May 15th must be in the form of a signed and dated attachment for the FES.

Superintendent's Initials

Date

**Kentfield School District
Middle School Counselor Evaluation**

4. Professional and other Responsibilities or Duties

- a. Plans and develops a school-based counseling program, which provides direct services to students, staff, parents/guardians and the community and includes integration into the educational curriculum where appropriate.
- b. Coordinates and develops a referral process for at-risk students with a pyramid of intervention to support success at school.
- c. Attends workshops, classes, in-services, conferences and other related professional activities.
- d. Demonstrate knowledge of current techniques appropriate to assignment.
- e. Processes incoming communications and follows through in a timely matter.
- f. Supervises and provides support and guidance to school counseling interns.

Strengths:

Areas of Growth:

Summary/Comments:

Evaluator Recommendations:

**Kentfield School District
Middle School Counselor Evaluation**

Employee Response:



CONFIRMED TIME LINES

| | EVALUATION | HOURS OF EMPLOYMENT TRANSFER PART-TIME STAFF | BENEFITS SALARY | RETIREMENT | LEAVES | CALENDAR CLASS SIZE |
|-------|--|---|---|--|--|--|
| SEPT. | (1) - Clarification of staff to be evaluated | | Open Enrollment period for benefits (1) - Completion of Step 20 in-service hours | | (30) - Deadline to contribute to Catastrophic Leave | (15) - Principal meets with teacher if class size exceeds ratios |
| OCT. | | (1) - Clarification of Weekend and Evening Commitments | (30) - Deadline to move on salary schedule for Fall | | | (1) - Class size summary to Board |
| NOV. | | | | | | |
| DEC. | (1) - Evaluation goals set for all staff being evaluated | | | | | |
| JAN. | | | | | | |
| FEB. | (15) - Formal Observations completed for Probationary Staff (15) - Formal Evaluation Summary completed for Probationary Staff | (15) - Principals offer to confer with staff members regarding assignment | (15) - Deadline to move on salary schedule in Spring | (1) - Application for Part-time with Full-time credit | (15) - Request for Sabbatical - Request for Leave of Absence - Deadline to notify your wish to return from leave | District Calendar Meeting held during month |
| MAR. | (15) - Formal Observations completed for Permanent Staff | (1) - Deadline to notify Supt. of desire to continue less than full time - Request to go less than full-time or transfer - Supt. Surveys for staff preferences (15) - Supt. Announces vacancies (full-time) and less than full-time - get input from staff on preferences | | (1) - Retirement Alternatives deadline - Approval of Part-time with Full-time credit - Request to enter ERIP | | |
| APRIL | | | | | | (1) - Board discussion of staffing ratios |
| MAY | (1) - Formal Evaluation Summaries completed for Permanent Staff | (1) - Deadline for Board to consider change in instructional time (15) - Tentative teaching assignments made (15) - Final staff assignments made if possible | | | | (1) - Board discussion of staffing ratios |
| JUNE | Before last school day evaluator and certified staff member meet and discuss evaluation | | | | | (1) - Board sets staffing ratios |

KENTFIELD SCHOOL DISTRICT

Request for Professional Development

| | |
|--|----------------|
| Employee Name _____ | School _____ |
| Title of Conference/Workshop/Course (Please Attach Conference/Workshop Brochure) | Sponsor _____ |
| Date(s) _____ | Location _____ |
| Purpose _____ | |

| PROJECTED EXPENSES | |
|------------------------------------|---|
| Registration Fee: \$ _____ | Travel Expenses: Miles x .56 cents per mi. = _____ |
| Meals: \$ _____ | Lodging: \$ _____ |
| Other: \$ _____ Describe: _____ | |

◀◀ EXPENSE PAYMENT OPTIONS ▶▶

- I will pay all costs for the conference/workshop/course, EXCEPT the registration fee, and will submit a Claim for Reimbursement. Please instruct the Business Office to submit a Purchase Order for the registration fee. I have attached a completed Registration Form to be attached to the Purchase Order.
- I will pay all costs for the conference/workshop/course and will submit a Claim for Reimbursement.

| | |
|---|--------------------|
| Employee Signature _____ | Date _____ |
| Principal Signature _____ | Date _____ |
| Funding Source _____ | Account Code _____ |
| <input type="checkbox"/> Approved <input type="checkbox"/> Not Approved | |
| Superintendent _____ | Date _____ |

**KENTFIELD SCHOOL DISTRICT
LEAVE REQUEST AND
NOTIFICATION**

APPENDIX E

Name _____ School _____ Date(s) of Leave _____

For a detailed explanation of the provision for leaves, please refer to the Certificated Employee Contract, Article XV, "LEAVES."

LEAVES REQUIRING NOTIFICATION ONLY:

PERSONAL NECESSITY LEAVE (Up to seven days deducted from sick leave, if within criteria as follows):

- a) Death or serious illness of immediate family member. (Does not require prior notification.)
- b) Accident involving person or property of employee or his/her immediate family. (Does not require prior notification.)
- c) Court appearance, meeting with attorney, and signing legal documents which can only be scheduled during school hours.
- d) Participation in important personal events, including: assisting elderly parent(s); facilitating child's college visitation, registration or move; attending parents' weekend or graduation; assisting family members who require medical attention.
- e) Travel relating directly to one of the above.
- f) Matters relating to home or car which can only be handled during school hours.

BEREAVEMENT LEAVE (Relationship: _____)

JURY DUTY

LEAVES REQUIRING PRIOR APPROVAL:

BUSINESS LEAVE (Up to three days per year. Does not reduce sick leave balance.)

SHORT-TERM, UNCOMPENSATED GENERAL LEAVE

EXCHANGE OF TIME LEAVE

Time already completed.

Description of proposed project and date of completion attached.

PERSONAL NECESSITY LEAVE OVER 7 DAYS (Within one school year).

PERSONAL NECESSITY LEAVE (Reason for leave not within criteria above. State the reason here or by personal contact with Superintendent.)

RELEASE TIME (Professional development, specific project planning, interview committee).

Employee Signature _____ Date _____

Principal Signature _____ Date _____

Superintendent Signature _____ Date _____

Other Leaves available: Extended Illness - Industrial Accident or Illness - Maternity Disability - Adoption - Child

KENTFIELD SCHOOL DISTRICT GRIEVANCE FORM
LEVEL I

1. Statement of Grievance _____

2. Date of the occurrence of the act or omission giving rise to the grievance _____

3. Section of Agreement _____

4. Circumstances involved _____

5. Decision at the informal conference _____

6. Specific remedy sought _____

Date _____ Signature _____

Decision by Supervisor _____

Date _____ Signature _____

- cys: Grievant (white)
- Supervisor (pink)
- Classified Employee's Group (gold)
- Superintendent (blue)

KENTFIELD SCHOOL DISTRICT GRIEVANCE FORM
LEVEL II

1. Employee Request to Appeal Level I Decision

Reasons for appeal _____

(Attach copy of Completed Level I Grievance Form)

2. Superintendent's Decision _____

Date _____ Signature _____

- cys: Grievant (white)
- Supervisor (pink)
- Classified Employee's Group (gold)
- Superintendent (blue)

KENTFIELD SCHOOL DISTRICT GRIEVANCE FORM
LEVEL II

1. Employee Request to Appeal Level I Decision

Reasons for appeal _____

(Attach copy of Completed Level I Grievance Form)

2. Superintendent's Decision _____

Date _____

Signature _____

- cys: Grievant (white)
- Supervisor (pink)
- Classified Employee's Group (gold)
- Superintendent (blue)

KENTFIELD SCHOOL DISTRICT GRIEVANCE FORM
LEVEL III

1. Request to appeal Level II decision to mediation

Reason for appeal _____

2. Mediation Conference. (Date of Conference _____)
Classified Employee's Spokesperson District Representatives

Mediation Conference. (Date of Conference _____)
Classified Employee's Spokesperson District Representatives

Mediation Conference. (Date of Conference _____)
Classified Employee's Spokesperson District Representatives

Mediation Conference. (Date of Conference _____)
Classified Employee's Spokesperson District Representatives

_____ Agreement reached (see attached) or
_____ Certification that resolution is not possible

Date: _____
_____ Mediator

**Kentfield School District
Certificated Salary Schedule
2021 - 2022
Based on 187 Days**

| | 2020-2021 | % Salary Adjustment | 2021-2022 |
|--------------------------------|---------------|------------------------|---------------|
| Column 1/Step 1 Base | 48,242 | 2.0% | 49,207 |
| Minimum Salary Increment | 9,644 | 2.0% | 9,837 |
| Column 1/Step 1 Minimum Salary | 57,886 | 0.0% | 59,044 |

| STEP ↓ | COLUMN ← → | | | | |
|-----------|---------------------|-------------|--------------|-------------|------------|
| | I AB | II AB+15 | III AB+30 | IV AB+45 | V AB+60 |
| 1 | 59,044 | 59,044 | 59,044 | 63,965 | 68,887 |
| 2 | 59,044 | 59,044 | 61,502 | 66,424 | 71,347 |
| 3 | 59,044 | 59,044 | 63,965 | 68,887 | 73,809 |
| 4 | 59,044 | 61,502 | 66,424 | 71,347 | 76,270 |
| 5 | 59,044 | 63,965 | 68,887 | 73,809 | 78,731 |
| 6 | 61,502 | 66,424 | 71,347 | 76,270 | 81,192 |
| 7 | 63,965 | 68,887 | 73,809 | 78,731 | 83,656 |
| 8 | 66,424 | 71,347 | 76,270 | 81,192 | 86,114 |
| 9 | 68,887 | 73,809 | 78,731 | 83,656 | 88,576 |
| 10 | 71,347 | 76,270 | 81,192 | 86,114 | 91,036 |
| 11 | | | 83,656 | 88,576 | 93,497 |
| 12 | | | | 91,036 | 95,956 |
| 13 | | | | | 98,415 |
| 14 | | | | | 99,031 |
| 15 | | | | | 99,647 |
| 16 | | | | | 100,264 |
| 17 | | | | | 100,726 |
| 18 | | | | | 101,188 |
| 19 | | | | | 101,651 |
| 20 | | | | | 102,113 |
| 21 | | | | | 102,869 |
| 22 | | | | | 103,625 |
| 23 | | | | | 104,381 |
| 24 | | | | | 105,137 |
| 25 | Master Teacher Step | | | | 105,893 |

| | |
|---|-------|
| Masters Degree/National Board Certification | 2,000 |
| Doctoral Degree | 3,000 |

See KTA Collective Bargaining Agreement for
Extraordinary Service Compensation

Approved _____
Raquel Rose, Superintendent

**Kentfield School District
Certificated Salary Schedule
2021 - 2022
Based on 207 Days**

| | 2020-2021 | % Salary Adjustment | 2021-2022 |
|--------------------------------|---------------|------------------------|---------------|
| Column 1/Step 1 Base | 53,402 | 2.0% | 54,470 |
| Minimum Salary Increment | 10,675 | 2.0% | 10,889 |
| Column 1/Step 1 Minimum Salary | 64,077 | 0.0% | 65,359 |

| STEP ↓ | COLUMN ←—————→ | | | | |
|-----------|---------------------|-------------|--------------|-------------|------------|
| | I AB | II AB+15 | III AB+30 | IV AB+45 | V AB+60 |
| 1 | 65,359 | 65,359 | 65,359 | 70,805 | 76,254 |
| 2 | 65,359 | 65,359 | 68,080 | 73,528 | 78,978 |
| 3 | 65,359 | 65,359 | 70,805 | 76,254 | 81,703 |
| 4 | 65,359 | 68,080 | 73,528 | 78,978 | 84,427 |
| 5 | 65,359 | 70,805 | 76,254 | 81,703 | 87,152 |
| 6 | 68,080 | 73,528 | 78,978 | 84,427 | 89,875 |
| 7 | 70,805 | 76,254 | 81,703 | 87,152 | 92,603 |
| 8 | 73,528 | 78,978 | 84,427 | 89,875 | 95,323 |
| 9 | 76,254 | 81,703 | 87,152 | 92,603 | 98,048 |
| 10 | 78,978 | 84,427 | 89,875 | 95,323 | 100,771 |
| 11 | | | 92,603 | 98,048 | 103,496 |
| 12 | | | | 100,771 | 106,219 |
| 13 | | | | | 108,940 |
| 14 | | | | | 109,623 |
| 15 | | | | | 110,305 |
| 16 | | | | | 110,988 |
| 17 | | | | | 111,499 |
| 18 | | | | | 112,010 |
| 19 | | | | | 112,523 |
| 20 | | | | | 113,035 |
| 21 | | | | | 113,871 |
| 22 | | | | | 114,709 |
| 23 | | | | | 115,547 |
| 24 | | | | | 116,383 |
| 25 | Master Teacher Step | | | | 117,220 |

| | |
|---|-------|
| Masters Degree/National Board Certification | 2,000 |
| Doctoral Degree | 3,000 |

See KTA Collective Bargaining Agreement for
Extraordinary Service Compensation

Approved _____
Raquel Rose, Superintendent

List of Required Evening/Weekend Commitments

| <u>2019-20</u> | <u>Bacich</u> | <u>Kent</u> |
|---------------------------------------|---|-------------------|
| Back to School Night | (TK/K) TBD (1-4) TBD | (5-8) TBD |
| Open House | (TK/K-4) TBD | (5-8) TBD |
| Graduation | N/A | (8) June 11, 2021 |
| Concerts | (4) TBD (3) TBD (2) TBD (1) TBD (K) TBD | N/A |
| Teens in Transition Parent Meeting | N/A | (8) TBD |

APPENDIX I

BOARD APPROVED AVERAGE 6TH – 8TH GRADE CLASS SIZE

On February 25, 2020 the Board approved class sizes not to exceed 30 students average per classroom at Kent for the 2020-21 school year.

LEAVES

| <u>TYPE</u> | <u>LENGTH</u> | <u>\$\$</u> | <u>CRITERIA</u> |
|-----------------------------------|--|--|---|
| Sick | Up to amount accrued (Accrue 10 days/year, FT) | Full Salary | <ul style="list-style-type: none"> - Absence due to personal illness/injury - Physician's verification may be required, normally after 5 or more consecutive days |
| Catastrophic | Up to 30 days | Full | <ul style="list-style-type: none"> - Current member of sick leave bank - After sick leave exhausted - Apply to Catastrophic Leave Bank Committee |
| Extended Illness (aka:Diff.Lv) | Up to 5 months | Differential pay (salary minus sub pay) | <ul style="list-style-type: none"> - After sick leave exhausted |
| Industrial Accident or Illness | Up to 60 days | Full | <ul style="list-style-type: none"> - Disabled by accident/illness caused by job - Entitlement established by Worker's Comp. Administrator Intercare |
| Family and Medical | Up to 12 weeks (Refer to Appendix) | Paid health benefits | <ul style="list-style-type: none"> - Serious health condition of employee or member of immediate family. - Birth/adoption of child |
| Maternity Disability | For the term of the disability | Full/Differential depending upon sick leave availability | <ul style="list-style-type: none"> - Length of disability |
| Adoption | Up to 6 weeks, if accrued | Full | <ul style="list-style-type: none"> - When employee adopts child |
| Child Rearing | Up to 24 months | Unpaid | <ul style="list-style-type: none"> - Non-disability leave to care for employee's child |
| Personal Necessity | Up to 7 days sick leave or up to 40 days sick leave in exceptional circumstances | Full | <ul style="list-style-type: none"> - See "a." through "f." in contract language |
| Business | Up to 3 days | Full | <ul style="list-style-type: none"> - For business that must be conducted during school hours - Request using form (LRF) |
| Exchange of Time | - Up to 2 days, normally | Full | <ul style="list-style-type: none"> - When Personal Necessity does not cover - Request using form (LRF) |

Other Leaves: Jury Duty/Subpoenaed Witness

Bereavement
Sabbatical
Uncompensated

See Related Sections

Revised 7/1/2020



KENTFIELD SCHOOL DISTRICT

HEALTH AND WELFARE BENEFITS
OCTOBER 1, 2020 - SEPTEMBER 30, 2021
SISC (SELF INSURED SCHOOLS OF CALIFORNIA)

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| Page 2 | Blue Shield Active Employees |
| Page 3 | Dental and Vision and Income Protection |
| Page 4 | Kaiser & Blue Shield Retiree Health Plans (Age 65 +) |
| Page 5 | Kaiser Co-Payments/Plan Design |
| Page 6 | Blue Shield Co-Payments/Plan Design |

KENTFIELD SCHOOL DISTRICT

2020 - 2021 Health Benefits

| Insurance District Cap: | Single Two-Party | Medical Insurance Waiver * | |
|-------------------------|--------------------------------|----------------------------|--|
| | | \$ | Per Month Cash In Lieu = |
| 2020-21 Monthly Rate | District Contribution | 736.00 | 50% x \$736 (Single Cap Rounded to the next \$10) x 12 / 11 = \$403.64 |
| | Employee 125/Plan Contribution | 1,473.00 | *Not offered to employees new to the District after July 1, 2004 |

KAISER ACTIVE EMPLOYEES & COBRA

**KAISER HMO TRADITIONAL w/Chiropractic
\$10 Office Visit, \$10 Rx, \$100 Emergency Room**

Single District pays cost of employee
Two-Party plus one additional family member
Family up to the capped limit.

Chiropractic \$10 co-pay / 30 visits

600115-0852 Active

| | | |
|-------------|-------------|-----------|
| \$ 736.00 | \$ 736.00 | \$ - |
| \$ 1,473.00 | \$ 1,473.00 | \$ - |
| \$ 2,084.00 | \$ 1,473.00 | \$ 611.00 |

KAISER HMO DEDUCTABLE w/Chiropractic

\$20 Office Visit, \$10/\$30/\$60 Rx, 10% Emergency Room, 10% Hospital after deductible

Single District pays cost of employee
Two-Party plus one additional family member
Family up to the capped limit.

Chiropractic \$10 co-pay / 30 visits

600115-0853 Active

| | | |
|-------------|-------------|-----------|
| \$ 685.00 | \$ 685.00 | \$ - |
| \$ 1,370.00 | \$ 1,370.00 | \$ - |
| \$ 1,938.00 | \$ 1,473.00 | \$ 465.00 |

KAISER HEALTH SAVINGS ACCOUNT (HSA)

Deductible \$1,500/\$3,000, Maximum Out-of-Pocket \$3,000/\$6,000

\$10% Office Visit, \$10/\$30/\$60 Rx, 10% Emergency Room, 10% Hospital after deductible

Single District pays cost of employee
Two-Party plus one additional family member
Family up to the capped limit.

Chiropractic None

600115-0854 Active

| | | |
|-------------|-------------|-----------|
| \$ 568.00 | \$ 568.00 | \$ - |
| \$ 1,135.00 | \$ 1,135.00 | \$ - |
| \$ 1,606.00 | \$ 1,473.00 | \$ 133.00 |

KENTFIELD SCHOOL DISTRICT
2020 - 2021 Health Benefits

| Monthly Rate | District Contribution | Employee 125/Plan Contribution |
|--------------|-----------------------|--------------------------------|
|--------------|-----------------------|--------------------------------|

BLUE SHIELD ACTIVE EMPLOYEES & COBRA

| | | 523310P011000 Active | |
|--|-----------------------------------|----------------------|-------------|
| BLUE SHIELD PPO 100% PLAN A | | | |
| \$20 Office Visit, \$5/\$20/\$50 Rx, \$100 Emergency Room | | | |
| Single | District pays cost of employee | \$ 1,067.00 | \$ 331.00 |
| Two-Party | plus one additional family member | \$ 2,037.00 | \$ 564.00 |
| Family | up to the capped limit. | \$ 3,033.00 | \$ 1,560.00 |
| Chiropractic | | | |
| | \$0 co-pay / 20 visits | | |

| | | 523310P021000 Active | |
|--|-----------------------------------|----------------------|-------------|
| BLUE SHIELD PPO 80% PLAN E | | | |
| \$20 Office Visit, \$7/\$25/\$60 Rx, 20% - \$100 Emergency Room, 20% after deductible | | | |
| Single | District pays cost of employee | \$ 912.00 | \$ 176.00 |
| Two-Party | plus one additional family member | \$ 1,822.00 | \$ 349.00 |
| Family | up to the capped limit. | \$ 2,582.00 | \$ 1,109.00 |
| Chiropractic | | | |
| | 20% co-pay / 20 visits | | |

| | | 523310P041000 Active | |
|--|-----------------------------------|----------------------|-----------|
| BLUE SHIELD HEALTH SAVINGS ACCOUNT - (HSA - A) | | | |
| 10% Office Visit, \$9/\$35/\$90 Rx after deductible, \$100 Emergency, Room 10% after deductible | | | |
| Single | District pays cost of employee | \$ 717.00 | \$ - |
| Two-Party | plus one additional family member | \$ 1,471.00 | \$ - |
| Family | up to the capped limit. | \$ 2,116.00 | \$ 643.00 |
| Chiropractic | | | |
| | 10% - limits apply | | |

KENTFIELD SCHOOL DISTRICT
2020 - 2021 Health Benefits

| Monthly Rate | District Contribution | Employee 125/Plan Contribution |
|--------------|-----------------------|--------------------------------|
|--------------|-----------------------|--------------------------------|

**DENTAL AND VISION ACTIVE & COBRA
INCOME PROTECTION**

| DELTA DENTAL | | | | | 7302-1101 Active |
|---------------------|--------------------------------------|-----------|----------|-----------|------------------|
| Single | District pays cost of employee only. | \$ 73.48 | \$ 73.48 | \$ - | |
| Two-Party | | \$ 146.97 | \$ 73.48 | \$ 73.49 | |
| Family | | \$ 213.11 | \$ 73.48 | \$ 139.63 | |

| | | | | | |
|----------------------------|--------------------------------------|----------|----------|------|-----------------|
| VISION SERVICE PLAN | | | | | 30081850 Active |
| Single | District pays cost of employee only. | \$ 19.32 | \$ 19.32 | \$ - | |

THE HARTFORD - LONG TERM DISABILITY - Income Protection .34% of monthly gross salaries - Paid by District (Certificated & Classified)
METROPOLITAN LIFE INSURANCE

| | | | | |
|--|--|---------|--|--|
| | | \$ 5.40 | \$30,000 Life Insurance Policy (Full-Time Classified Only) | |
|--|--|---------|--|--|

KENTFIELD SCHOOL DISTRICT

2020 - 2021 Health Benefits

Open enrollment: September of each year.

Effective as of July 1, 1994, and as per our agreements with employee groups, newly hired certificated employees who work 1/2 time (FTE .50) or more, and newly hired classified employees who work 20 or more hours per week are eligible for District-paid health benefits, prorated.

| Monthly Rate | District Contribution | Retiree Self-Pay |
|--------------|-----------------------|------------------|
|--------------|-----------------------|------------------|

KAISER AND BLUE SHIELD RETIREES - (AGE 65 +)

KAISER HMO TRADITIONAL RETIREE - Senior Advantage w/Chiropractic

| | | 600115-0952 w/Medicare Ret 65+ |
|---------------------|-------------|--------------------------------|
| Single | \$ 339.00 | \$ - \$ 339.00 |
| Two-Party | \$ 678.00 | \$ - \$ 678.00 |
| Family | \$ 1,289.00 | \$ - \$ 1,289.00 |
| Chiropractic | | \$10 co-pay / 30 visits |

BLUE SHIELD PPO 100% PLAN A RETIREE - Age 65 and Older

| | | 523310P011002 Ret 65+ |
|---------------------|-------------|-------------------------------|
| Single | \$ 1,067.00 | \$ - \$ 1,067.00 |
| Two-Party | \$ 2,037.00 | \$ - \$ 2,037.00 |
| Family | \$ 3,033.00 | \$ - \$ 3,033.00 |
| Chiropractic | | \$0 co-pay / 20 visits |

BLUE SHIELD PPO 80% PLAN E RETIREE - Age 65 and Older

| | | 523310P021002 Ret 65+ |
|---------------------|-------------|-------------------------------|
| Single | \$ 912.00 | \$ - \$ 912.00 |
| Two-Party | \$ 1,822.00 | \$ - \$ 1,822.00 |
| Family | \$ 2,582.00 | \$ - \$ 2,582.00 |
| Chiropractic | | 20% co-pay / 20 visits |

Kaiser
 Medical Insurance Plans
 October 1, 2020 - September 30, 2021

| Co-Payments | Kaiser HMO Traditional | Kaiser HMO \$500 Deductible | Kaiser Health Savings |
|-----------------------------------|------------------------|----------------------------------|----------------------------------|
| Office Visits | \$10 | \$20 | 10% Coinsurance after Deductible |
| Pharmacy Rx: | | | |
| Generic Rx | \$10 | \$10 | \$10 |
| Brand Rx | \$10 | \$30 | \$30 |
| Specialty Rx - 30 day | \$10 | \$30 | \$30 |
| Days Rx Supply | 100 | 30 | 30 |
| Mail Order Rx: | | | |
| Generic Rx | \$10 | \$20 | \$20 |
| Brand Rx | \$10 | \$60 | \$60 |
| Specialty Rx - 30 day | \$10 | N/A | N/A |
| Days Rx Supply | 100 | 100 | 100 |
| Hospital Emergency Rm. | \$100 | 10% Coinsurance after Deductible | 10% Coinsurance after Deductible |
| Hospital Inpatient Co-Pay | \$0 | 10% Coinsurance after Deductible | 10% Coinsurance after Deductible |
| Maximum Out-of-Pocket: | | | |
| Employee Only | \$1,500 | \$3,000 | \$3,000 |
| Employee + 1 | \$3,000 | \$6,000 | \$6,000 |
| Family | \$3,000 | \$6,000 | \$6,000 |
| Chiropractic | \$10/30 visits | \$10/30 visits | N/A |
| Mental Health/Chemical Dependency | \$10 | 10% Coinsurance after Deductible | 10% Coinsurance after Deductible |
| Optical | N/A | N/A | N/A |

Blue Shield PPO Plans
 Medical Insurance Plans
 October 1, 2020 - September 30, 2021

| Co-Payments | Blue Shield - Plan A 100% | Blue Shield - Plan E 80% | Blue Shield - (HSA - A) Health Savings Account |
|-----------------------------------|------------------------------|-----------------------------|---|
| Office Visits | \$20 | \$20 | 10% |
| Pharmacy Rx: | | | |
| Generic Rx | \$5 | \$7 | \$9 |
| Generic Rx (Costco) | Free | Free | |
| Brand Rx | \$20 | \$25 | \$35 |
| Brand Rx (Costco) | \$20 - \$50 | \$25 - \$60 | |
| Specialty Rx | N/A | N/A | |
| Days Rx Supply | 30 - 90 | 30 - 90 | 30 - 90 |
| Mail Order Rx: | | | |
| Generic Rx (Costco) | Free | Free | Free |
| Brand Rx (Costco) | \$50 | \$60 | |
| Specialty Rx | N/A | N/A | N/A |
| Days Rx Supply | 90 | 90 | 90 |
| Hospital Emergency Rm. | \$100 | 20% after deductible | \$100, 10% after deductible |
| Hospital Inpatient Co-Pay | \$0 | 20% after deductible | 10% |
| Maximum Out-of-Pocket: | | | |
| Employee Only | \$1,000 | \$1,000 | \$3,000 |
| Employee + 1 | \$2,000 | \$2,000 | \$6,000 |
| Family | \$3,000 | \$3,000 | \$6,000 |
| Chiropractic | no charge/20 visits | 20% | 10% |
| Mental Health/Chemical Dependency | \$20 | \$20 | 10% |
| Optical | N/A | N/A | N/A |

NEED TIME?

The Employee's Guide to
the Family and
Medical Leave Act





An Introduction to the Family and Medical Leave Act

When you or a loved one experiences a serious health condition that requires you to take time off from work, the stress from worrying about keeping your job may add to an already difficult situation.

The Family and Medical Leave Act (FMLA) may be able to help. Whether you are unable to work because of your own serious health condition, or because you need to care for your parent, spouse, or child with a serious health condition, the FMLA provides unpaid, job-protected leave. Leave may be taken all at once, or may be taken intermittently as the medical condition requires.

This guide provides a simple overview of how the FMLA may benefit you. In your time of need, sometimes you just *need time*.

This Guide Explains:

- Who Can Use FMLA Leave?
- When Can I Use FMLA Leave?
- What Can the FMLA Do for Me?
- How Do I Request FMLA Leave?
- Communication with Your Employer
- Medical Certification
- Returning to Work
- How to File a Complaint
- Website Resources

Who Can Use FMLA Leave?

In order to take FMLA leave, you must first work for a covered employer. Generally, private employers with at least 50 employees are covered by the law. Private employers with fewer than 50 employees are not covered by the FMLA, but may be covered by state family and medical leave laws. Government agencies (including local, state and federal employers) and elementary and secondary schools are covered by the FMLA, regardless of the number of employees.

If you work for a covered employer, you need to meet additional criteria to be eligible to take FMLA leave. Not everyone who works for a covered employer is eligible.

First, you must have worked for your employer for at least 12 months. You do not have to have worked for 12 months in a row (so seasonal work counts), but generally if you have a break in service that lasted more than seven years, you cannot count the period of employment prior to the seven-year break.

Second, you must have worked for the employer for at least 1250 hours in the 12 months before you take leave. That works out to an average of about 24 hours per week over the course of a year.

Lastly, you must work at a location where the employer has at least 50 employees within 75 miles of your worksite. So even if your employer has more than 50 employees, if they are spread out and there are not 50 employees within 75 miles of where you work, you will not be eligible to take FMLA leave.

Airline Flight Attendants/Flight Crew Employees

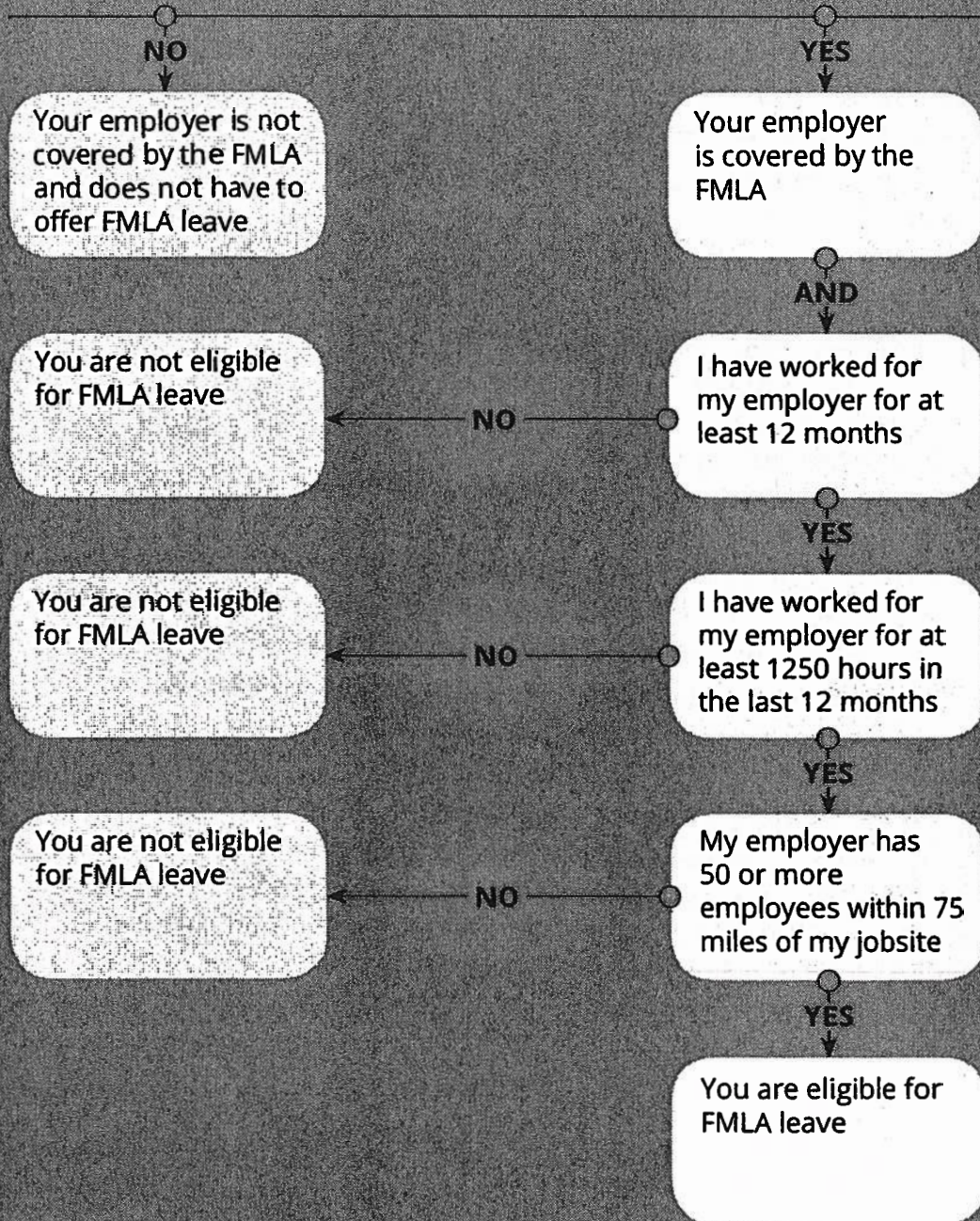
Due to non-traditional work schedules, airline flight attendants and flight crew members are subject to special eligibility requirements under the FMLA. You meet the hours of work requirement if, during the 12 months prior to your need for leave, you have worked or been paid for at least 60% of your applicable monthly guarantee, and have worked or been paid for at least 504 hours, not including personal commute time, or time spent on vacation, medical or sick leave.

Am I Eligible for FMLA Leave?

I work for an employer who has 50 or more employees

OR

I work for a public agency, elementary, or secondary school



When Can I Use FMLA Leave?

If you work for an employer that is covered by the FMLA, and you are an eligible employee, you can take up to 12 weeks of FMLA leave in any 12-month period for a variety of reasons, including:

Serious Health Condition

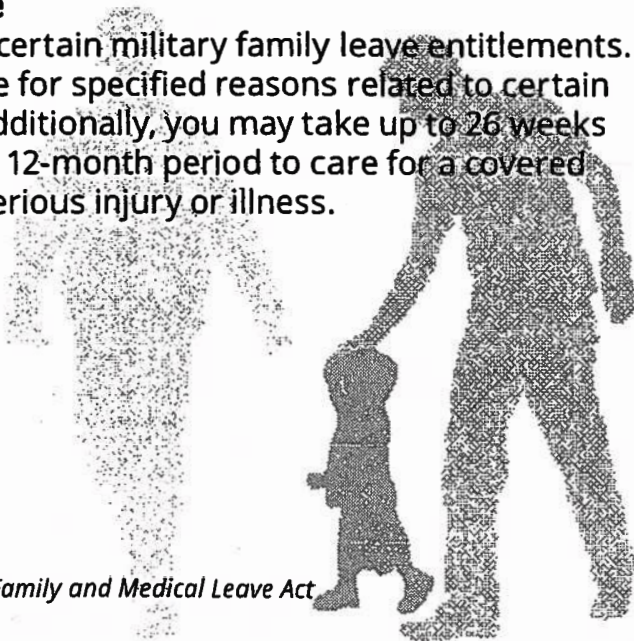
You may take FMLA leave to care for your spouse, child or parent who has a serious health condition, or when you are unable to work because of your own serious health condition.

The most common serious health conditions that qualify for FMLA leave are:

- 1) conditions requiring an overnight stay in a hospital or other medical care facility;
- 2) conditions that incapacitate you or your family member (for example, unable to work or attend school) for more than three consecutive days and require ongoing medical treatment (either multiple appointments with a health care provider, or a single appointment and follow-up care such as prescription medication);
- 3) chronic conditions that cause occasional periods when you or your family member are incapacitated and require treatment by a health care provider at least twice a year; and
- 4) pregnancy (including prenatal medical appointments, incapacity due to morning sickness, and medically required bed rest).

Military Family Leave

The FMLA also provides certain military family leave entitlements. You may take FMLA leave for specified reasons related to certain military deployments. Additionally, you may take up to 26 weeks of FMLA leave in a single 12-month period to care for a covered servicemember with a serious injury or illness.



Expanding Your Family

You may take FMLA leave for the birth of a child and to bond with the newborn child, or for the placement of a child for adoption or foster care and to bond with that child. Men and women have the same right to take FMLA leave to bond with their child but it must be taken within one year of the child's birth or placement and must be taken as a continuous block of leave unless the employer agrees to allow intermittent leave (for example, a part-time schedule).

Parent

Parent means a biological, adoptive, step or foster father or mother, or any other individual who stood *in loco parentis* to the employee when the employee was a child. This term does not include parents-in-law.

Son or Daughter

Son or daughter (or child) means a biological, adopted, or foster child, stepchild, legal ward, or child of a person standing *in loco parentis*, who is either under age 18, or age 18 or older and "incapable of self-care because of a mental or physical disability" at the time that FMLA leave is to commence.

Spouse

Spouse means a husband or wife as defined or recognized under state law for purposes of marriage in the state where the employee resides, including common law marriage and same-sex marriage.

In Loco Parentis

A person stands *in loco parentis* if that person provides day-to-day care or financial support for a child. Employees with no biological or legal relationship to a child can stand *in loco parentis* to that child, and are entitled to FMLA leave (for example, an uncle who cares for his sister's children while she serves on active military duty, or a person who is co-parenting a child with his or her same-sex partner). Also, an eligible employee is entitled to FMLA leave to care for a person who stood *in loco parentis* to that employee when the employee was a child. (See *Administrator's Interpretation No. 2010-3* and *Fact Sheets 28B and C*.)

What Can the FMLA Do for Me?

If you are faced with a health condition that causes you to miss work, whether it is because of your own serious health condition or to care for a family member with a serious health condition, you may be able to take up to 12 weeks of job-protected time off under the FMLA.

If you take FMLA leave, your employer must continue your health insurance as if you were not on leave (you may be required to continue to make any normal employee contributions).

As long as you are able to return to work before you exhaust your FMLA leave, you must be returned to the same job (or one nearly identical to it). This job protection is intended to reduce the stress that you may otherwise feel if forced to choose between work and family during a serious medical situation.

Time off under the FMLA may not be held against you in employment actions such as hiring, promotions or discipline.

You can take FMLA leave as either a single block of time (for example, three weeks of leave for surgery and recovery) or in multiple, smaller blocks of time if medically necessary (for example, occasional absences due to diabetes). You can also take leave on a part-time basis if medically necessary (for example, if after surgery you are able to return to work only four hours a day or three days a week for a period of time). If you need multiple periods of leave for planned medical treatment such as physical therapy appointments, you must try to schedule the treatment at a time that minimizes the disruption to your employer.

FMLA leave is unpaid leave. However, if you have sick time, vacation time, personal time, etc., saved up with your employer, you may use that leave time, along with your FMLA leave so that you continue to get paid. In order to use such leave, you must follow your employer's normal leave rules such as submitting a leave form or providing advance notice. Even if you don't want to use your paid leave, your employer can require you to use it during your FMLA leave. For example, if you are out for one week recovering from surgery, and you have two weeks of paid vacation saved up, your employer can require you to use one week of your vacation time for your FMLA leave. When you use paid leave for an FMLA-covered reason (whether at your request or your employer's), your leave time is still protected by the FMLA.

How Do I Request FMLA Leave?

To take FMLA leave, you must provide your employer with appropriate notice. If you know in advance that you will need FMLA leave (for example, if you are planning to have surgery or you are pregnant), you must give your employer at least 30 days advance notice. If you learn of your need for leave less than 30 days in advance, you must give your employer notice as soon as you can (generally either the day you learn of the need or the next work day). When you need FMLA leave unexpectedly (for example, if a family member is injured in an accident), you **MUST** inform your employer as soon as you can. You must follow your employer's usual notice or call-in procedures unless you are unable to do so (for example, if you are receiving emergency medical care).

While you do not have to specifically ask for FMLA leave for your first leave request, you do need to provide enough information so your employer is aware it may be covered by the FMLA. Once a condition has been approved for FMLA leave and you need additional leave for that condition (for example recurring migraines or physical therapy appointments), your request must mention that condition or your need for FMLA leave. If you don't give your employer enough information to know that your leave may be covered by the FMLA, your leave may not be protected.

You do not have to tell your employer your diagnosis, but you do need to provide information indicating that your leave is due to an FMLA-protected condition (for example, stating that you have been to the doctor and have been given antibiotics and told to stay home for four days).

Communication with Your Employer

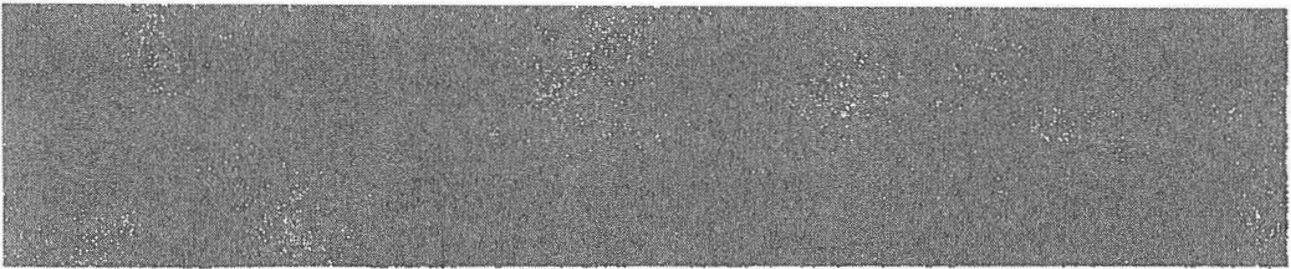
Ongoing communication between you and your employer will make the FMLA process run much more smoothly. Each of you has to follow guidelines about notifying the other when FMLA leave is being used.

You will need to inform your employer if your need for FMLA leave changes while you are out (for example, if your doctor determines that you can return to work earlier than expected). Your employer may also require you to provide periodic updates on your status and your intent to return to work.

Your employer must notify you if you are eligible for FMLA leave within five business days of your first leave request. If the employer says that you are not eligible, it has to state at least one reason why you are not eligible (for example, you have not worked for the employer for a total of 12 months).

At the same time that your employer gives you an eligibility notice, it must also give you a notice of your rights and responsibilities under the FMLA. This notice must include all of the following:

- A definition of the 12-month period the employer uses to keep track of FMLA usage. It can be a calendar year, 12 months from the first time you take leave, a fixed year such as your anniversary date, or a rolling 12-month period measured backward from the date you use FMLA leave. You need to know which way your employer measures the 12-month window so that you can be sure of how much FMLA leave you have available when you need it.
- Whether you will be required to provide medical certification from a health care provider.
- Your right to use paid leave.
- Whether your employer will require you to use your paid leave.
- Your right to maintain your health benefits and whether you will be required to make premium payments.
- Your right to return to your job at the end of your FMLA leave.



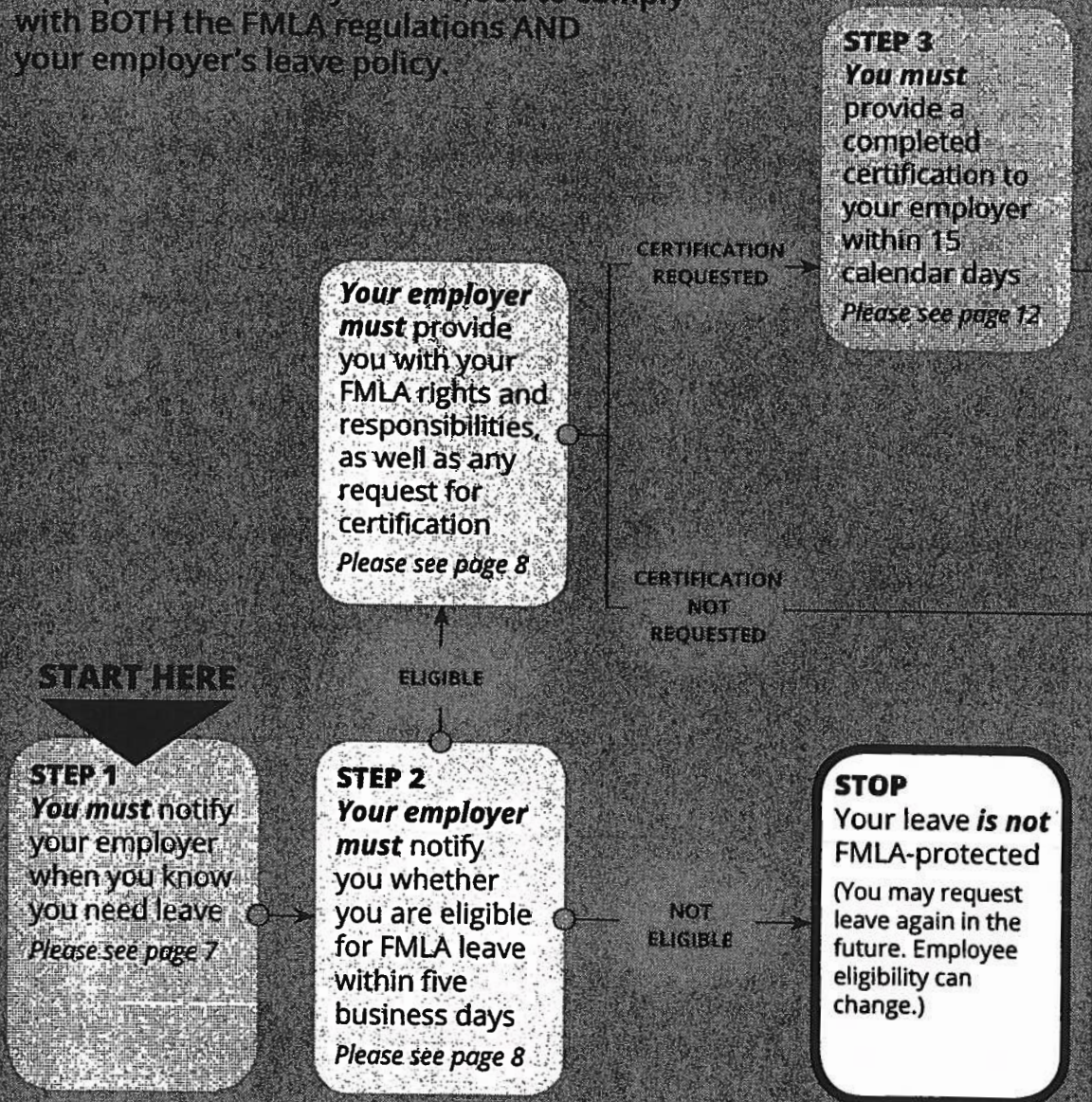
When your employer has the information necessary to determine if your leave is FMLA protected, it must notify you whether the leave will be designated as FMLA leave and, if possible, how much leave will be counted against your FMLA entitlement. If your employer determines that your leave is not covered by FMLA, it must notify you of that determination.



The FMLA Leave Process

This flowchart provides general information to walk you through your initial request for FMLA leave step by step, and help you navigate the sometimes complicated FMLA process.

Please note, it is **ESSENTIAL** for you to be familiar with your employer's leave policy. There are several instances throughout the FMLA leave process where you will need to comply with **BOTH** the FMLA regulations **AND** your employer's leave policy.





YOUR RESPONSIBILITY



YOUR EMPLOYER'S RESPONSIBILITY

STOP
 Your leave *is not*
 FMLA-protected
 (You may request
 leave again in the
 future.)

NOT DESIGNATED

STEP 4
 Your employer
must notify you
 whether your
 leave has been
 designated as
 FMLA within five
 business days
Please see page 8

DESIGNATED

STEP 5
 Your leave *is*
 FMLA-protected
 (There are employee
 responsibilities
 while out on
 FMLA leave.)
Please see page 8

STEP 6
 When you
 return to work,
 your employer
must return you
 to your same or
 nearly identical
 job
Please see page 14

Medical Certification

If your employer requests medical certification, you only have 15 calendar days to provide it in most circumstances. You are responsible for the cost of getting the certification from a health care provider and for making sure that the certification is provided to your employer. If you fail to provide the requested medical certification, your FMLA leave may be denied.

The medical certification must include some specific information, including:

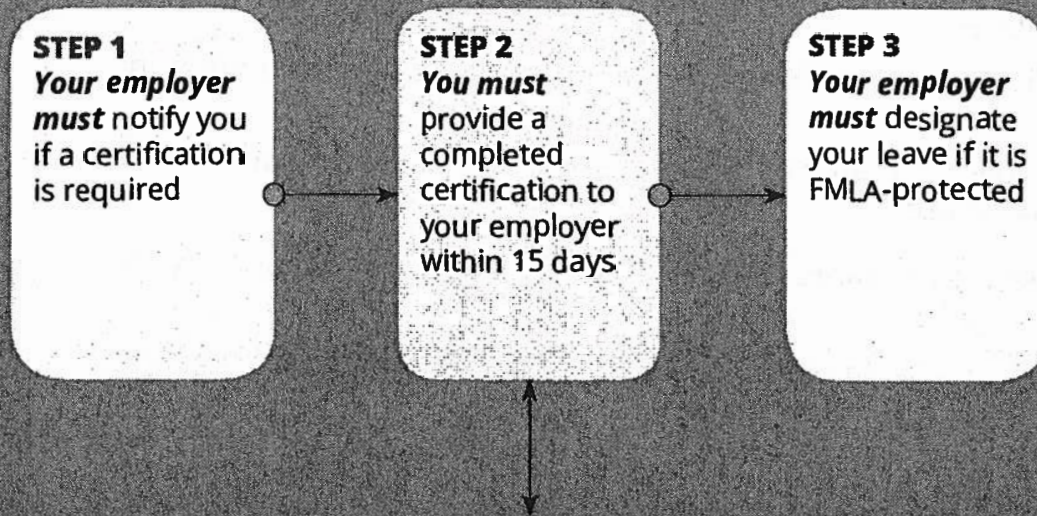
- contact information for the health care provider;
- when the serious health condition began;
- how long the condition is expected to last;
- appropriate medical facts about the condition (which may include information on symptoms, hospitalization, doctors visits, and referrals for treatment);
- whether you are unable to work or your family member is in need of care; and
- whether you need leave continuously or intermittently. (If you need to take leave a little bit at a time, the certification should include an estimate of how much time you will need for each absence, how often you will be absent, and information establishing the medical necessity for taking such intermittent leave.)

If your employer finds that necessary information is missing from your certification, it must notify you in writing of what additional information is needed to make the certification complete. You must provide the missing information within seven calendar days.

If your employer has concerns about the validity of your certification, it may request a second opinion, but it must cover the cost. Your employer may request a third opinion if the first and second opinion differ, but it must cover the cost.

If your need for leave continues for an extended period of time, or if it changes significantly, your employer may require you to provide an updated certification.

Certification at a Glance



YOUR EMPLOYER MAY REQUIRE YOU TO:

- Correct any deficiencies in your certification identified by your employer within seven days
- Obtain a 2nd medical opinion if your employer doubts the validity of your certification
- Obtain a 3rd medical opinion if the 1st and 2nd opinions differ

YOUR EMPLOYER MAY DENY FMLA LEAVE IF YOU FAIL TO PROVIDE A REQUESTED CERTIFICATION



YOUR RESPONSIBILITY



YOUR EMPLOYER'S RESPONSIBILITY

Returning to Work

When you return to work, the FMLA requires that your employer return you to the same job that you left, or one that is nearly identical.

If you are not returned to the exact same job, the new position must:

- involve the same or substantially similar duties, responsibilities, and status;
- include the same general level of skill, effort, responsibility and authority;
- offer identical pay, including equivalent premium pay, overtime and bonus opportunities;
- offer identical benefits (such as life insurance, health insurance, disability insurance, sick leave, vacation, educational benefits, pensions, etc.); and
- offer the same general work schedule and be at the same (or a nearby) location.

Please keep in mind that if you exhaust your FMLA leave entitlement and are unable to return to work, your employer is not required to restore you to your position.

SPECIAL CIRCUMSTANCES:

Key Employees

Certain *key employees* may not be guaranteed reinstatement to their positions following FMLA leave. A *key employee* is defined as a salaried, FMLA-eligible employee who is among the highest paid 10 percent of all the employees working for the employer within 75 miles of the employee's worksite.

Teachers

Special rules apply to employees of local education agencies. Generally, these rules apply when you need intermittent leave or when you need leave near the end of a school term.

Please visit our website for more complete information.

Website Resources

Visit the Wage and Hour Division website at www.dol.gov/whd/fmla for resources containing information about the FMLA, including:

- Key News
- General Guidance
- Fact Sheets
- e-Tools
- Posters
- Forms
- Interpretive Guidance
- Law
- Regulations



Please refer to *The Employee's Guide to Military Family Leave under the Family Medical Leave Act (WH1513)* for more specific information about taking FMLA leave under the provisions for military family leave.

**U.S. Department of Labor
Wage and Hour Division**

200 Constitution Avenue, NW
Washington, DC 20210

1-866-4-USWAGE
(1-866-487-9243)

www.dol.gov/whd

**KENTFIELD SCHOOL DISTRICT/KENTFIELD TEACHERS
DOMESTIC PARTNER AFFIDAVIT**

Instructions: In order for a domestic partner to receive any benefit provided for in the contract between the Kentfield Teachers and the Kentfield School District, the employee and his or her domestic partner shall complete, have notarized, and file with the District this Domestic Partner Affidavit. The Affidavit should be filed with the District Personnel Office. The employee should maintain a copy for his or her records.

Part 1 - To be completed by the Employee and Domestic Partner

This is to certify that I, _____ and my domestic partner, _____
(Print Employee Name/Social Security No.) (Print Name)
 reside together at _____ and share the common necessities of life.
(Address)

We both certify that:

1. We agree to be jointly responsible for each other's basic living expenses during the domestic partnership.
2. We are not married to anyone nor a member of another domestic partnership.
3. We are not related by blood in a way that would prevent us from being married to each other in this state.
4. We are both at least 18 years of age and are mentally competent to consent to contract.
5. It has been at least twelve months since either of us has filed a Certification of Termination of a previous domestic partnership with the Kentfield School District.
6. We agree to notify the Kentfield School District if there is a change in the circumstances attested to in this affidavit or if the domestic partnership is terminated.
7. We affirm under penalty of perjury that the assertions in this affidavit are true to the best of our knowledge.

 Signature of Employee

 Signature of Domestic Partner

Date: _____

Part 2 - To be completed by the Employee

This is to certify the following: (1) I have read the section in the Kentfield School District/Kentfield Teachers collective bargaining agreement on domestic partnership and agree to all its terms. (2) I agree that I am required to reimburse the District for any expenditures made by the District, for any administrative charges, and other costs on behalf of the domestic partner if any of the submitted documentation is found to be incomplete, inaccurate, or fraudulent.

 Signature of Employee

 Date

FOR DISTRICT USE ONLY:

I certify that this Affidavit was filed with the Business Office on _____ by _____
(Date) (Name)

 Signature of Superintendent

**KENTFIELD SCHOOL DISTRICT
CERTIFICATION OF TERMINATION OF DOMESTIC PARTNERSHIP**

I _____, affirm under penalty of perjury that my Domestic Partnership with _____ has been terminated and a statement of termination has been mailed to the aforementioned partner.

I understand that I may not file another Affidavit of Domestic Partnership until the Certification of Termination of this Domestic Partnership has been on file with the Kentfield School District Personnel Office for twelve (12) months.

Signature: _____ Date: _____

Note: If your domestic partner (or dependents of the domestic partner) were enrolled for health and/or dental coverage, you must complete health/dental change of status forms to delete the ineligible dependent. Contact the Human Resource Office for the necessary forms.

FOR DISTRICT USE ONLY:

Date received: _____

Superintendent Signature: _____

Suspected Child Abuse Reports - Information & Confidentiality

(a) Reports of suspected child abuse or neglect pursuant to Section 11166 shall include the name, business address, and telephone number of the mandated reporter; the capacity that makes the person a mandated reporter; and the information that gave rise to the reasonable suspicion of child abuse or neglect and the source or sources of that information. If a report is made, the following information, if known, shall also be included in the report: the child's name, the child's address, present location, and, if applicable, school, grade, and class; the names, addresses, and telephone numbers of the child's parents or guardians; and the name, address, telephone number, and other relevant personal information about the person or persons who might have abused or neglected the child. The mandated reporter shall make a report even if some of this information is not known or is uncertain to him or her.

(b) Information relevant to the incident of child abuse or neglect may be given to an investigator from an agency that is investigating the known or suspected case of child abuse or neglect.

(c) Information relevant to the incident of child abuse or neglect, including the investigation report and other pertinent materials, may be given to the licensing agency when it is investigating a known or suspected case of child abuse or neglect.

(d) (1) The identity of all persons who report under this article shall be confidential and disclosed only among agencies receiving or investigating mandated reports, to the prosecutor in a criminal prosecution or in an action initiated under Section 602 of the Welfare and Institutions Code arising from alleged child abuse, or to counsel appointed pursuant to subdivision (c) of Section 317 of the Welfare and Institutions Code, or to the county counsel or prosecutor in a proceeding under Part 4 (commencing with Section 7800) of Division 12 of the Family Code or Section 300 of the Welfare and Institutions Code, or to a licensing agency when abuse or neglect in out-of-home care is reasonably suspected, or when those persons waive confidentiality, or by court order.

(2) No agency or person listed in this subdivision shall disclose the identity of any person who reports under this article to that person's employer, except with the employee's consent or by court order.

(e) Notwithstanding the confidentiality requirements of this section, a representative of a child protective services agency performing an investigation that results from a report of suspected child abuse or neglect made pursuant to Section 11166, at the time of the initial contact with the individual who is subject to the investigation, shall advise the individual of the complaints or allegations against him or her, in a manner that is consistent with laws protecting the identity of the reporter under this article.

(f) Persons who may report pursuant to subdivision (f) of Section 11166 are not required to include their names.

Confidentiality & Information Disclosures

(a) The reports required by Sections 11166 and 11166.2, and child abuse or neglect investigative reports that result in a summary report being filed with the Department of Justice pursuant to subdivision (a) of Section 11169 shall be confidential and may be disclosed only as provided in subdivision (b). Any violation of the confidentiality provided by this article is a misdemeanor punishable by imprisonment in a county jail not to exceed six months, by a fine of five hundred dollars (\$500), or by both that imprisonment and fine.

(b) Reports of suspected child abuse or neglect and information contained therein may be disclosed only to the following:

(1) Persons or agencies to whom disclosure of the identity of the reporting party is permitted under Section 11167.

(2) Persons or agencies to whom disclosure of information is permitted under subdivision (b) of Section 11170 or subdivision (a) of Section 11170.5.

(3) Persons or agencies with whom investigations of child abuse or neglect are coordinated under the regulations promulgated under Section 11174.

(4) Multidisciplinary personnel teams as defined in subdivision (d) of Section 18951 of the Welfare and Institutions Code.

(5) Persons or agencies responsible for the licensing of facilities which care for children, as specified in Section 11165.7.

(6) The State Department of Social Services or any county licensing agency which has contracted with the state, as specified in paragraph (4) of subdivision (b) of Section 11170, when an individual has applied for a community care license or child day care license, or for employment in an out-of-home care facility, or when a complaint alleges child abuse or neglect by an operator or employee of an out-of-home care facility.

(7) Hospital scan teams. As used in this paragraph, "hospital scan team" means a team of three or more persons established by a hospital, or two or more hospitals in the same county, consisting of health care professionals and representatives of law enforcement and child protective services, the members of which are engaged in the identification of child abuse or neglect. The disclosure authorized by this section includes disclosure among all hospital scan teams.

(8) Coroners and medical examiners when conducting a postmortem examination of a child.

(9) The Board of Prison Terms, who may subpoena an employee of a county welfare department who can provide relevant evidence and reports that both (A) are not

unfounded, pursuant to Section 11165.12, and (B) concern only the current incidents upon which parole revocation proceedings are pending against a parolee charged with child abuse or neglect. The reports and information shall be confidential pursuant to subdivision (d) of Section 11167.

(10) Personnel from an agency responsible for making a placement of a child pursuant to Section 361.3 of, and Article 7 (commencing with Section 305) of Chapter 2 of Part 1 of Division 2 of, the Welfare and Institutions Code.

(11) Persons who have been identified by the Department of Justice as listed in the Child Abuse Central Index pursuant to paragraph (6) of subdivision (b) of Section 11170 or subdivision (c) of Section 11170, or persons who have verified with the Department of Justice that they are listed in the Child Abuse Central Index as provided in subdivision (e) of Section 11170. Disclosure under this paragraph is required notwithstanding the California Public Records Act, Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code. Nothing in this paragraph shall preclude a submitting agency prior to disclosure from redacting any information necessary to maintain confidentiality as required by law.

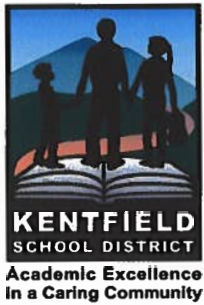
(12) Out-of-state law enforcement agencies conducting an investigation of child abuse or neglect only when an agency makes the request for reports of suspected child abuse or neglect in writing and on official letterhead, identifying the suspected abuser or victim by name. The request shall be signed by the department supervisor of the requesting law enforcement agency. The written request shall cite the out-of-state statute or interstate compact provision that requires that the information contained within these reports is to be disclosed only to law enforcement, prosecutorial entities, or multidisciplinary investigative teams, and shall cite the criminal penalties for unlawful disclosure provided by the requesting state or the applicable interstate compact provision. In the absence of both (A) a specific out-of-state statute or interstate compact provision that requires that the information contained within these reports be disclosed only to law enforcement, prosecutorial entities, or multidisciplinary investigative teams, and (B) criminal penalties equivalent to the penalties in California for unlawful disclosure, access shall be denied.

(13) Each chairperson of a county child death review team, or his or her designee, to whom disclosure of information is permitted under this article, relating to the death of one or more children and any prior child abuse or neglect investigation reports maintained involving the same victim, siblings, or suspects. Local child death review teams may share any relevant information regarding case reviews involving child death with other child death review teams.

(c) Authorized persons within county health departments shall be permitted to receive copies of any reports made by health practitioners, as defined in paragraphs (21) to (28), inclusive, of subdivision (a) of Section 11165.7, and pursuant to Section 11165.13, and copies of assessments completed pursuant to Sections 123600 and 123605 of the Health and Safety Code, to the extent permitted by federal law. Any information received pursuant to this subdivision is protected by subdivision (e).

(d) Nothing in this section requires the Department of Justice to disclose information contained in records maintained under Section 11170 or under the regulations promulgated pursuant to Section 11174, except as otherwise provided in this article.

(e) This section shall not be interpreted to allow disclosure of any reports or records relevant to the reports of child abuse or neglect if the disclosure would be prohibited by any other provisions of state or federal law applicable to the reports or records relevant to the reports of child abuse or neglect.



COMPLAINT RESOLUTION FORM (Levels II and III)

Complaint Assessment

Individual Filing Complaint: _____

Recipient of Complaint: _____

Date Complaint Filed: _____

Resolution

Resolutions Options:

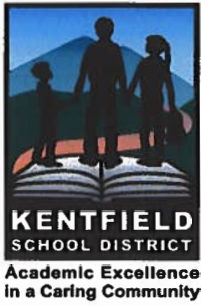
- Conference with the Parties – may be direct resolution or involve a mediator/facilitator
- Formal Investigation

Complaint settled: Yes No Date: _____

Superintendent/Principal

Date

Documents will be shredded at the end of the school year



PART-TIME EMPLOYEES

In exchange for attendance of meetings during the work week prior to the first day of school, two (2) professional development days during the school year and regular Wednesday site meetings, part-time employees will receive the following:

Any part-time employee working 60% or more will receive either:

- _____ 2 days Exchange of Time, or
- _____ 2 days Substitute pay, or
- _____ 1 day Exchange of Time and 1 day Substitute pay

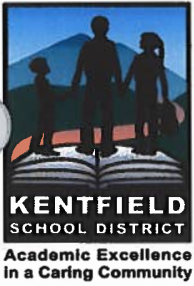
Any part-time employee working less than 60% will receive either:

- _____ 3 days Exchange of Time, or
- _____ 3 days Substitute pay, or
- _____ 1 day Exchange of Time and 2 days Substitute pay, or
- _____ 2 days Exchange of Time and 1 day Substitute pay

Teacher's Signature

Business Manager

This form must be completed by the employee and returned to the District Office by September 1.



Bacich Elementary School
Assignment/Grade Level Preference Form (AGLPF)
Placement Form _____

In consideration of next year's staffing needs and projecting enrollment please answer the questions below to indicate your preference for the next school year. **Please return this form to the site administrator by the last Friday in February.** If you would like to discuss this, please make an appointment with the Principal.

Name: _____

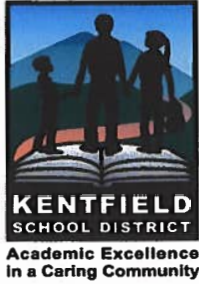
What grade levels have you taught and for how long?

In order of preference, what grade levels would you be interested in teaching?

- 1.
- 2.
- 3.

What are your teaching hopes and plans for the next school year?

If you are interested in employment at Kent Middle School please complete the Kent Placement Form.



Kent Middle School Assignment/Grade Level Preference Form (AGLPF) Placement Form _____

In consideration of next year's staffing needs and projecting enrollment please answer the questions below to indicate your preference for the next school year. **Please return this form to the site administrator by the last Friday in February.** If you would like to discuss this, please make an appointment with the Principal.

Name: _____

What are your teaching hopes and plans for the next school year?

What are you credentialed to teach?

In order of preference, what grade levels/subject areas would you be interested in teaching? (Without consideration of a current teacher who may be in that grade level/subject area)

- 1.
- 2.
- 3.

Do you have an interest in teaching an enrichment class? What kind?

Any interest in becoming a: (put a check next to area of interest)

- GLC Curriculum Chair Program Coordinator Technology Coordinator Mathletes Coach
 Athletic Director Student Activities After School Coach Speech Competition BTSA
 Other _____

If you are interested in employment at Bacich School please complete the Bacich Placement Form.

KENTFIELD SCHOOL DISTRICT
Job Share Contract
For School Year _____

The following is an agreement between:

_____ and _____

Name of Teacher, herein after referred to as Teacher #1 Name of Teacher, herein after referred to as Teacher #2

Name of Teacher #1 0.5
FTE

Name of Teacher #2 0.5
FTE

Teacher #1 will:

- _____ Request a leave of absence for 0.5 FTE.
_____ Leave request attached
- _____ Resign the balance of 0.5 FTE.
_____ Letter of resignation attached

Teacher #2 will:

- _____ Request a leave of absence for 0.5 FTE.
_____ Leave request attached
- _____ Resign the balance of 0.5 FTE.
_____ Letter of resignation attached

We have read and agree to the preceding: _____ & _____ (Both parties initial.)

Teacher #1 schedule:

M: _____ Hours: _____
 T: _____ Hours: _____
 W: _____ Hours: _____
 Th: _____ Hours: _____
 F: _____ Hours: _____

Teacher #2 schedule:

M: _____ Hours: _____
 T: _____ Hours: _____
 W: _____ Hours: _____
 Th: _____ Hours: _____
 F: _____ Hours: _____

The following is a list of expectations for those teachers who have requested and have an approved job share agreement. These expectations will not be included in the formal evaluation process as outlined in the contract.

- Use exchange of days with job partner when at all possible when requesting substitutes
- Attend parent/teacher conference week/days
- Attend SSTs, IEPs, 504 meetings and scheduled parents meetings about students
- Do your fair share of report cards
- Attend Open House, Back to School Night and other evening obligations of full time staff
- Attend all staff meetings, Wednesday professional development meetings, grade level meetings and any other meetings at the determination of the Principal and the Grade Level Coordinator
- Communicate with your job share partner about any changes in schedules, meetings, or other relevant information
- Contact your job share partner at least once a week to coordinate projects, planning time, curriculum, parent issues, etc. (this communication can be by phone, in person or by email)

Teacher #1

Date

Teacher #2

Date

Administrator

Date

| | | | |
|--|--------------------------|------------------------|--------------------------|
| This box for District Office use only: | | | |
| Leave or resignation #1 | _____ <i>Approved</i> | _____ <i>Denied</i> | Leave or resignation #2 |
| | <i>Approved</i> | <i>Denied</i> | _____ <i>Approved</i> |
| Requisition | _____ <i>Approved</i> | _____ <i>Denied</i> | Job share |
| | <i>Approved</i> | <i>Denied</i> | _____ <i>Approved</i> |
| | <i>Approved</i> | <i>Denied</i> | <i>Denied</i> |

The following is a list of expectations for those teachers who have requested and have an approved job share agreement. These expectations will not be included in the formal evaluation process as outlined in the contract.

- Use exchange of days with job partner when at all possible when requesting substitutes
- Attend parent/teacher conference week/days
- Attend SSTs, IEPs, 504 meetings and scheduled parents meetings about students
- Do your fair share of report cards
- Attend Open House, Back to School Night and other evening obligations of full time staff
- Attend all staff meetings, Wednesday professional development meetings, grade level meetings and any other meetings at the determination of the Principal and the Grade Level Coordinator
- Communicate with your job share partner about any changes in schedules, meetings, or other relevant information
- Contact your job share partner at least once a week to coordinate projects, planning time, curriculum, parent issues, etc. (this communication can be by phone, in person or by email)

Teacher #1

Date

Teacher #2

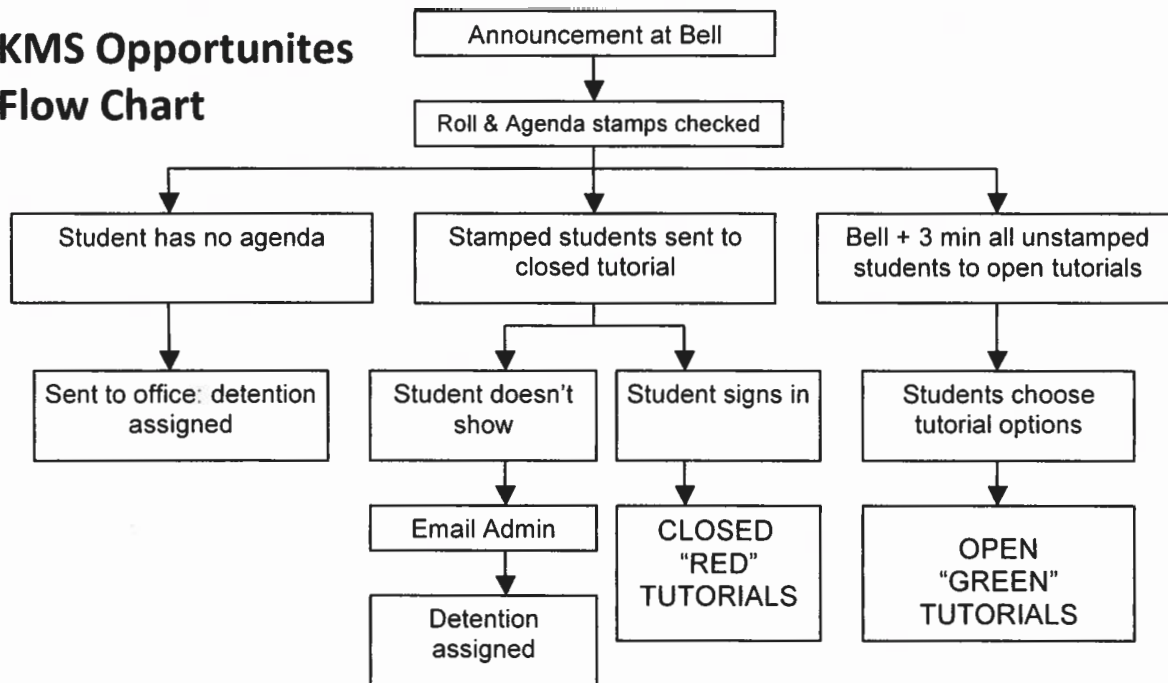
Date

Administrator

Date

| | | | |
|--|-------------------------------|-------------------------|-------------------------------|
| This box for District Office use only: | | | |
| Leave or resignation #1 | _____ | Leave or resignation #2 | _____ |
| | <i>Approved</i> <i>Denied</i> | | <i>Approved</i> <i>Denied</i> |
| Requisition | _____ | Job share | _____ |
| | <i>Approved</i> <i>Denied</i> | | <i>Approved</i> <i>Denied</i> |

KMS Opportunitites Flow Chart



Opportunity Reminders

Agendas:

Students are expected to carry their agendas in their binders each day and use them to record homework and appointments with teachers.

- If teachers want to see a student on a particular day, they will stamp in the agenda that a tutorial is required.
- On closed days, students without agendas will be sent to the office and a detention will be assigned.

Attendance:

Students are expected to attend a tutorial as requested by a teacher (as designated by a tutorial stamp.) If a student does not attend they will be referred to an administrator, a detention will be assigned. In addition, all students are expected to be on time to the tutorial.

- If a student receives two stamps on one day, the student must report to the priority tutorial.
- If a student receives two stamps (neither one being the priority), the student must decide which tutorial to attend.

Textbook options:

- Textbook Cart in the plaza. These books must stay in the plaza.
- Textbooks in the library.

- Students bring books from home.
- Students attend open tutorial in a classroom with subject area books available.

Weekly Opportunity Schedule Sample

| Kent Opportunities Schedule SAMPLE! | | | | |
|--|-------------|---|--|--------------|
| Teacher | Room | Tutorial Topic | Open/Closed | Grade |
| Teacher | 15 | Equations Test Review (Wed.) / Equations Reteach (Thurs.) | Open Wednesday Closed Thursday | 7 |
| Aide | 8/9 | Make up test room | Open | 5/6 |
| Teacher | 30 | Test Tutoring | Closed | 8 |
| Admin/Counselor/PE | Plaza | Study Hall | Open | 6,7,8 |
| Teacher | 27 | Algebra Help | Open | 8 |
| Teacher | 13 | Grammar Review (Wed.) Essay Help (Thurs.) | Open Wednesday Closed Thursday | 6 |

A Weekly Tutorial Schedule (like the sample above) will be posted in paper form around the campus each week. Students will have only 3 minutes to move from the previous period to their tutorial, thus advanced planning is necessary. We ask that each student make plans at least a day in advance for which tutorial they plan to attend and mark that in their planner. Students should plan for an alternative tutorial location in the event their first choice classroom is full.

Tutorial Description

Open tutorial:

Students are free to come for any reason. They should use the time to work with a teacher or independently on homework. Group work may be possible if pre-arranged with a teacher.

Closed tutorial:

A tutorial is closed when subject area has priority.

Tutorial Stamps can be used for any of the following reasons:

- Incomplete homework or projects
- Test/quiz make-up
- Re-teaching: a student, or group of students, needs individualized help

Priority Opportunity Sample Schedule

| Wednesday | Priority | Thursday | Priority |
|-----------|--------------------|-------------|-----------------------|
| 9/26 | Holiday | 9/27 | Opp. Practice |
| 10/3 | PE/Enrichment | 10/4 | Science/Sp/Music |
| 10/11 | Math | 10/12 | L/A - History |
| 10/17 | L/A - History | 10/18 | Math |
| 10/24 | Science/Sp/Music | 10/25 | PE/Enrichment |
| 11/1 | Math | 11/2 | L/A - History |
| 11/7 | L/A - History | 11/8 | Math |
| 11/14 | PE/Enrichment | 11/15 | Science/Sp/Music |
| 11/28 | Math | 11/29 | L/A - History |
| 12/5 | L/A - History | 12/6 | Math |
| 12/12 | Science/Sp/Music | 12/13 | PE/Enrichment |
| 12/19 | Math | 12/20 | Dance Assembly |
| 1/9 | L/A - History | 1/10 | Math |
| 1/17 | PE/Enrichment | 1/18 | Science/Sp/Music |
| 1/24 | Math | 1/25 | L/A - History |
| 1/31 | L/A - History | 2/1 | Math |
| 2/6 | Science/Sp/Music | 2/7 | PE/Enrichment |
| 2/13 | Math | 2/14 | L/A - History |
| 2/27 | L/A - History | 2/28 | Math |
| 3/6 | PE/Enrichment | 3/7 | Science/Sp/Music |
| 3/13 | Math | 3/14 | L/A - History |
| 3/20 | L/A - History | 3/21 | Math |
| 3/27 | Science/Sp/Music | 3/28 | PE/Enrichment |
| 4/3 | Math | 4/4 | L/A - History |
| 4/17 | L/A - History | 4/18 | Math |
| 4/24 | PE/Enrichment | 4/26 | Science/Sp/Music |
| 5/1 | Math | 5/2 (5,6,7) | L/A - History |
| 5/8 | Star Testing | 5/9 | Star Testing |
| 5/15 | Star Testing | 5/16 | Star Testing |
| 5/22 | Community Outreach | 5/23 | Math |
| 5/29 | Science/Sp/Music | 5/31 | PE/Enrichment |
| 6/6 | Math | 6/7 | L/A - History |



Staffing:

- Library (open) – Librarian
- Computer Lab (open) – Aide
- 7/8 Make Up Test Room 34 (closed) – Aide
- Student in Good Standing – Lunch Area – 3.7 GPA or better at last trimester w/ no disciplinary activity – teacher note OK with grade level team review:
Admin/Counselors/PE
- Open Classrooms – Independent Work/Study Hall or reteaching
- Close Classrooms – Priority or special tutorial topic

Teachers:

- Need to track who they are stamping
- Check agenda during first 3 minutes
- Send student to office if no agenda or doesn't show up.
- Send email using "Tutorial Stamp Missing" as standard header
- If closed room, hang RED sign on door; GREEN sign if open
- By grade level, complete Google Doc showing what is offered.
- Tutorial topics to be posted school-wide each Tuesday morning.



Lunch Plaza Rules: (If raining... go to the gymnasium)

- Students must maintain an Academic GPA of 3.7 or better to participate
- No moving
- Limited # per table
- No visiting your locker – bring whatever you need with you
- No loud conversations
- No bathroom breaks
- No eating or drinking
- Can talk quietly, socialize, read, study

Classroom Rules:

- No leaving
 - Silent work
 - Work independently, unless room is posted for project work.
- 

PEER ASSISTANCE AND REVIEW PROGRAM

Peer assistance and review will be provided to permanent teachers who are referred to the program because of a final rating of unsatisfactory on the Final Evaluation Summary in the prior year.

I. Definitions

- A. Consulting Teacher: A Consulting Teacher is a permanent exemplary certificated employee or a retired certificated employee who provides assistance and review to teachers participating in the program.
- B. Referred Teacher: A permanent certificated employee unit member who has received a final rating of unsatisfactory on the Final Evaluation Summary in the prior year. He/she shall be referred to the Peer Support Committee and required to participate in the PAR program.

II. Peer Support Committee

- A. Composition and Selection: The Peer Support Committee shall consist of five (5) members. Three (3) members shall be certificated classroom teachers who shall be elected by the Association. Two members shall be administrators selected by the District. The administrator evaluating a Referred Teacher may not participate as a member of the Peer Support Committee.
- B. Meetings: The Peer Support Committee shall establish its meeting schedule. To hold meetings, a majority of the members must be present including at least one teacher and one administrator.
- C. Decision Making: The Peer Support Committee shall make decisions by consensus of the entire body. If no consensus can be reached, the decision shall be made by a majority vote with all five members voting.
- D. Responsibilities: The Peer Support Committee shall be responsible for the following:
 - 1. Consulting Teachers:

- Selection of Consulting Teachers. No applicant shall be selected without a classroom observation by one or more members of the Peer Support Committee.
 - Training of Consulting Teachers.
 - Review/direction of the Consulting Teachers provision of services.
 - Review of peer review reports prepared by the Consulting Teacher.
 - Evaluation of the Consulting Teacher and the possible removal of the Consulting Teacher. Reasons for removal may include the specific needs of the PAR program or inadequate performance of the Consulting Teacher. Removal shall be at the sole discretion of the Peer Support Committee. Prior to the decision of removal, the Peer Support Committee shall meet with the consulting teacher to discuss the specific needs of the PAR or concerns about the Consulting Teacher's performance.
2. Referred Teachers: The Peer Support Committee shall provide participating Referred Teachers, with name(s) of at least two available Consulting Teacher(s). The Referred Teacher may indicate which Consulting Teacher he/she prefers but the Peer Support Committee shall not be bound by that preference. The Peer Support Committee shall notify the Referred Teacher, his/her principal, and the Consulting Teacher in writing that the Referred Teacher is participating in PAR and the identity of the Consulting Teacher who has been appointed.
3. Recommendations to Board: The Peer Support Committee shall review peer review reports prepared by Consulting Teachers and make recommendations to the Board regarding the Referred Teacher, including but not limited to, identifying Referred Teachers who are unable to demonstrate satisfactory improvement after sustained assistance.-
- E. Confidentiality: All proceedings of the Peer Support Committee regarding program participants shall be held strictly confidential.
- F. Peer Support Committee Files: All materials related to evaluations, reports and other personnel matters regarding participants which are created or reviewed by the Peer Support Committee shall be strictly confidential. The chair of the Peer Support Committee shall be responsible for maintaining the files of the Peer Support Committee located in a locked file in the District Office. Peer Support Committee

members may not disclose such information obtained by way of the Program or in the peer review process with the following exceptions:

1. The Co-Chairs of the Peer Support Committee shall provide the following documents for placement in the personnel file by the District: (a) final and intermittent peer review reports prepared by Consulting Teachers; (b) recommendations of the Peer Support Committee or Consulting Teacher regarding participants in the program; and (c) evaluations of a teacher's participation in the Program by the Peer Support Committee or Consulting Teacher.
 2. Materials shall be disclosed if required by law.
- G. Indemnity: The District shall defend and indemnify Peer Support Committee members against claims arising out of their good faith performance of duties under this Article. Peer Support Committee members who act pursuant to the Program shall have the same protection from liability and access to appropriate defense as other public school employees.
- H. Non-Management/Supervisory Status: Functions performed by teacher Peer Support Committee members pursuant to the Program shall not constitute either management or supervisory functions.

III. Consulting Teachers:

- A. Cooperation Between Consulting Teacher and Principal: The Consulting Teacher and the Principal are expected to maintain a cooperative relationship in the PAR process.
- B. Duties: Consulting Teachers shall participate in training and provide assistance to Referred Teachers.
- C. Qualifications: A Consulting Teacher shall possess the following qualifications: (1) permanent status, (2) at least four recent years of teaching experience, preferably in the District, (3) demonstrated exemplary teaching ability as defined by the California Standards for the Teaching Profession, (4) extensive knowledge of subject matter, (5) mastery of a range of teaching strategies, instructional techniques, and classroom management skills necessary to meet the diverse needs of students, (6) ability to communicate effectively orally and in writing, and (7) ability to work cooperatively and effectively with others. A Consulting Teacher cannot be a member of the Peer Support Committee.

- D. Posting and Application: Prior to May 20 the Peer Support Committee shall assess the needs for Consulting Teachers, determining the number required, the term of each position, and the necessary qualifications in light of anticipated participants in the program. The District shall announce the vacant Consulting Teacher positions for the coming year. The Peer Support Committee shall determine appropriate procedures regarding the application process including observing in the classroom of the applicants. Subsequently, the Peer Support Committee shall select the Consulting Teachers. All applications and references shall be treated with confidentiality and shall not be placed in the Consulting Teacher's personnel file, unless requested by the applicant.
- E. Assignment: Consulting Teachers shall assist the teachers by demonstrating, observing, coaching, conferencing, referring or by other activities, which, in their professional judgment, will assist the teacher in accord with the PAR process set out below in Section V. The assignment is dependent on the amount of intervention which the Peer Support Committee determines, in consultation with the Consulting Teacher, is necessary for each Participating Teacher.

The Peer Support Committee shall determine the time necessary, including release time, for the Consulting Teacher to perform his/her duties based on the Consulting Teacher's assignment.

- F. Compensation: The Peer Support Committee shall determine the level of compensation for each Consulting Teacher using the collective bargaining agreement as a guide.
- G. Indemnity: The District will defend and indemnify Consulting Teachers against claims arising out of their good faith performance of duties under this Article. Consulting Teachers who act pursuant to the Program shall have the same protection from liability and access to appropriate defense as other public school employees.
- H. Non-Management/Supervisory Status: Functions performed by Consulting Teachers pursuant to the Program shall not constitute either management or supervisory functions.

IV. Peer Assistance and Review Process for Referred Teachers

- A. The administrator who authored the unsatisfactory evaluation shall refer the Referring Teacher to the Peer Support Committee. The administrator shall provide the Peer Support Committee a copy of the unsatisfactory evaluation, together with appropriate supporting documentation. A copy

of the referral packet shall be sent to the Referring Teacher. The Peer Support Committee shall review the referral packet including the unsatisfactory evaluation and supporting documentation, and it shall hold individual interviews with the referring administrator and the Referred Teacher. The Peer Support Committee shall determine the nature of assistance which the consulting teacher shall provide.

- B. Preparation of Assistance Plan: As soon as possible after assignment, the Consulting Teacher shall review the referring packet for the Referred Teacher. Thereafter, the Consulting Teacher shall meet with the Referred Teacher and the site principal together or separately, as appropriate, to review the employee's performance and recommendations for improvement. The Consulting Teacher will then prepare a written Assistance Plan designed to remedy the deficiencies which were cited in the Referred Teacher's unsatisfactory evaluation or meeting the goals set forth in the Volunteer Teacher's application. For the Referred Teacher, it will include 1) performance goals which are aligned with pupil learning and consistent with Stull Bill criteria and CSTP and, 2) a projected date for completion which will ordinarily be at the end of the current school year. The Assistance Plan will be submitted to the Peer Support Committee for final development and approval.

- B. Classroom Observations: The Assistance Plan shall include multiple observations of the Referred Teacher by the Consulting Teacher. These observations will be in addition to any that are performed as part of the Evaluation Article in this agreement.

- C. Progress Reports: The Consulting Teacher will report to the Peer Support Committee periodically on the Referred Teacher's participation in the program and progress. The Consulting Teacher's report shall include an assessment as to whether the Assistance Plan can be discontinued, whether the Plan needs revision, or whether the Plan needs to be extended beyond its original projected term.

- D. Final Written Report: By May 15, or at a later date if specified in the Assistance Plan, the Consulting Teacher shall make a final written report to the Referred Teacher, and, for Referred Teachers, to the Peer Support Committee and the evaluator. A copy of the final report shall be included in the Referred Teacher's personnel file after he or she has had an opportunity to review and comment on it. The Final Written Report shall not constitute the District's evaluation of the employee's performance. In the case of a Referred Teacher the Final Written Report shall be considered by the site administrator in preparing any evaluation document or proposing any personnel action.

Kentfield School District
SALARY PAYMENT OPTION

Salary payments shall be made in eleven (11) or twelve (12) equal monthly payments, at the employee's option, on the last District Office working day of each month from August to June. In the case of twelve monthly payments, the checks or auto deposit for August may be picked up at the District Office on the last working day the District Office is open in June.

Certificated Bargaining Agreement (CBA) 13.6

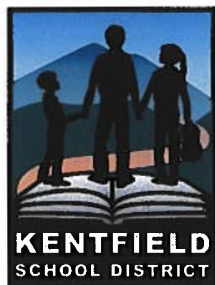
Name: _____
(Please Print)

Social Security No.: _____

- I elect to receive salary payments in eleven (11) equal payments.
- I elect to receive salary payments in twelve (12) equal payments.

Signed: _____ Date: _____

Note: Election is effective for the entire school year and cannot be changed until August of the following year.



KENTFIELD SCHOOL DISTRICT

(Non time-based stipends without release time)

BACICH SCHOOL

GRADE LEVEL COORDINATOR

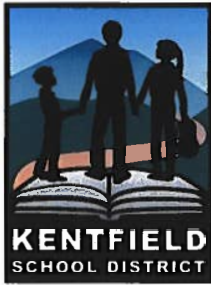
(K - 4)

ADMINISTRATIVE

- Communicates between other grade level teams, administration, and community
- Attendance at monthly grade-level meetings
- Assists in planning and coordinating growth opportunities for the school and staff meeting calendar
- Maintains and communicates grade-level calendar with the Bacich office and the school community
- Supports grade-level awareness of the district's Strategic Plan

GRADE-LEVEL

- Provides support for grade-level team regarding curriculum, schedules, and calendar
- Disseminates information to/from Specialist team
- Coordinates new teacher support
- Creates agendas for weekly grade-level meetings and oversees distribution of meeting minutes and collaboration of notes to staff and administration
- Delegates responsibilities within team as needed to maintain a strong and cohesive program
- Oversees and takes leading role for Wednesday grade-level collaboration
- Maintains master copies of all grade level documents (Standards, Benchmark Assessments, schedules, calendars)
- Coordinates ordering of grade-level curriculum materials/orders
- Coordinates distribution of teaching materials/orders
- Completes necessary paperwork for grade-level field trips and coordinates with the school and district calendar
- Represents grade-level at school and district events (ex: School Board Meeting Educational Showcase)
- Works with Technology Integration Lead Teacher to determine grade level technology needs



KENTFIELD SCHOOL DISTRICT

(Non time-based stipends without release time)

KENT MIDDLE SCHOOL

GRADE LEVEL COORDINATOR

COMMUNICATION

- Serve as liaison between grade-level teachers and school administration
- Serve as liaison between grade-level teachers and other staff members
- Serve as liaison among teachers within grade-level teachers
- Schedule and chair regular grade-level meetings; distribute agenda and minutes to other grade level coordinators, Principal, and Assistant Principal
- Meet regularly with other grade-level coordinators and Principal
- Represent grade level at PTA meetings (when needed)
- Work with Principal to develop parent/teacher informational meetings, i.e., coffees, Step-Up day, etc.
- Gather names for recognition assemblies

CURRICULUM

- Coordinate all activities (i.e., field trips, special assemblies, etc.)
- Coordinate Pre-Guidance, Guidance and Intervention with Counselors and Special Education staff
- Coordinate the review of state testing results by grade level and individual student results

SUPPORT

- Oversee homework, assignment and test calendar
- Organize instructional materials and supply lists (fifth grade only)
- Coordinate the ordering of books
- Serve as a resource to teachers new to the grade level
- Complete specific projects as assigned by Principal



KENTFIELD SCHOOL DISTRICT

(Non time-based stipends without release time)

KENT MIDDLE SCHOOL

CURRICULUM CHAIR

Curriculum Meetings

- Facilitate meetings
- Create agenda, record and distribute minutes

Cross Grade Level Articulation

- Facilitate Professional Learning Communities Meetings - Grade Level Coordinators and Curriculum Chairs
- Maintain essential documents

Professional Learning Communities Leadership

- Meet with Administration and other Curriculum Chairs
- Facilitate curriculum meetings with curriculum groups
- Work on common assessments and Data Director

Annual Board Presentation

- Coordinate and gather information to represent all grade level curriculum teachers
- Create and deliver presentation

Announce Professional Development Opportunities to Team

- E-mails, copy information, etc.

Professional Affiliation Meetings and Professional Development

- Professional Learning Communities training
- Attend workshops
- Dialogue with other districts regarding specific curriculum needs

Textbook Adoption (when available funds)

- Attend Marin County Office of Education sessions (pre-buying, buying)
- Distribute information to curriculum group



KENTFIELD SCHOOL DISTRICT

(Non time-based stipends without release time)

BACICH SCHOOL

CURRICULUM CHAIR - ELA

- Support District Goals related to Standards in English/ Language Arts
- Partner with Kent ELA Curriculum Chair to inform Bacich teachers about English/Language Arts
- Attend MCOE and other training related to English/Language Arts (may require time from classroom or after school)
- Attend District Cross Grade Level Articulation Meeting (1- 2x a year)
- Meet with Administration and ELA Leaders as requested
- Support Bacich teachers in understanding, developing and implementing ELA Standards (may include lesson studies, demonstration lessons)
- Support site work with ELA assessments, including CAASPP
- Coordinate and represent Bacich at School Board Meetings, PTA meetings or other district events for ELA
- Dialogue with neighboring districts regarding ELA
- Facilitate Bacich ELA Standards curriculum meetings. Create agendas, records and distribute Minutes
- Maintain essential documents related to ELA Standards
- Review current information on Standards from various sources (County, State, Country) and share as appropriate
- Facilitate revisions to Standards and other curricular documents such as grading rubrics, scope and sequence documents
- Coordinate implementation of ELA Standards at Bacich
- Request: Two-year commitment. Tenured teacher



KENTFIELD SCHOOL DISTRICT

(Non time-based stipends without release time)

BACICH SCHOOL

CURRICULUM CHAIR – MATHEMATICS

- Support District Goals related to Standards in Math
- Partner with Kent Math Curriculum Chair to inform Bacich teachers about Math
- Attend MCOE and other related training related to Math (may require time from classroom or after school)
- Attend District Cross Grade Level Articulation Meeting (1- 2x a year)
- Meet with Administration and Math Leaders as requested
- Support Bacich teachers in understanding, developing and implementing Math Standards (may include lesson studies, demonstration lessons)
- Support site work with Math assessments, including CAASPP
- Coordinate and represent Bacich at School Board Meetings, PTA meetings or other district events for Math
- Dialogue with neighboring districts regarding Math
- Facilitate Bacich Math Standards curriculum meetings. Creates agendas, records and distribute minutes
- Maintain essential documents related to Math Standards
- Review current information on Standards from various sources (County, State, Country) and share as appropriate
- Facilitate revisions to Standards and other curricular documents such as grading rubrics, scope and sequence documents
- Coordinate implementation of Math Standards at Bacich
- Request: Two-year commitment. Tenured teacher

Memorandum of Understanding

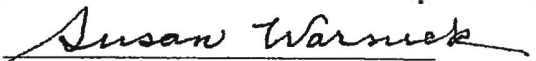
The Kentfield School District ("District") and the Kentfield Teachers Association ("KTA") agree to the following:

1. Effective July 1, 2016, the Kent Technology Integration Specialist position at Kent Middle School will not be an extended year position. Rather, the employee working in the Kent Technology Integration Specialist position at Kent Middle School will work a regular school year and receive an additional stipend of \$4300 per year for these duties.

This is the complete agreement between the District and KTA.



For the District



For KTA

Date: 6-14-16

Date: 6-14-16

Memorandum of Understanding

The Kentfield School District ("District") and the Kentfield Teachers Association ("KTA") agree to the following:

1. Days under an "extended year" contract, i.e., additional days beyond the regular work year, will be pro-rated if the bargaining unit member occupying the position is a part-time employee.

This constitutes as the complete agreement between the Parties.

For the District:

E. Schott

Date: 6-14-16

For KTA:

Susan Warnick

Date: 6-14-16

November 30, 2017


The purpose of this Memorandum of Understanding is to give the option for certificated staff to be evaluated by an administrator other than his/her site administrator by mutual agreement of the evaluator and the staff member. The current Collective Bargaining Agreement states that,

"At each school site the assigned site administrator will be responsible for the evaluation of teachers assigned to that school site. The Special Day Class (SDC) teachers(s), speech therapist(s), and nurse(s) will be evaluated by the Director of Student Services. In instances where a teacher is assigned to two sites, the site administrators will alternate evaluation years for teachers who are assigned equally to both sites. Otherwise, the site administrator at the site where the teacher is assigned for a majority of the time will be the evaluator."

For the 2017-18 school year, the two parties agree that the Director of Students Services will be permitted to evaluate the following positions including, but not limited to: resource specialists, school psychologists, English Language Development specialists, intervention specialists, and those already delineated in current contract language.

Switching evaluators requires mutual consent and is only applicable in school year 2017-18.

For the District:



 Superintendent, Liz Schott

12-6-17
 Date

For KTA:



 KTA President, Susan Warnick

11-30-2017
 Date

August 30, 2018

MOU between Kentfield School District and Kentfield Teachers Association regarding evaluation of certain personnel by Director of Student Services

This MOU allows for the Director of Student Services to evaluate and supervise school psychologists and those staff members already delineated in current contract language.

This MOU is only applicable in school year 2018-19.



Signed by KSD



Signed by KTA

Memorandum of Understanding

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

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

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

September 11th, 2019 from 1:30 to 4:30.
September 12th, 2019 from 1:30 to 3:30.
September 13th, 2019 from 1:30 to 3:30.

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

For KTA:



Date: 5/24/19

For the District:



Date 5/23/19

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE KENTFIELD SCHOOL DISTRICT
AND
THE KENTFIELD TEACHERS ASSOCIATION
REGARDING THE COVID-19 PANDEMIC AND SCHOOL OPENING DURING THE 2020-2021 SCHOOL YEAR**

AUGUST 9, 2020

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- 1.0 - Definitions
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- 3.0 - In-Person Learning
- 4.0 - Distance Learning/Hybrid Model
- 5.0 - Failed Substitute Coverage
- 6.0 - Days and Hours
- 7.0 - Leaves
- 8.0 - Transfers and Assignments
- 9.0 - Childcare
- 10.0 - Pay and Benefits
- 11.0 - Evaluation
- 12.0 - Specialists/Electives/Physical Education
- 13.0 - Pupil Personnel Services Staff and Other Staff Not Assigned a Class Roster]
- 14.0 - Covid-19 Exposure and Cohort/School Site Closure
- 15.0 - Training
- 16.0 - Accommodation
- 17.0 - Access Limitations and Association Rights
- 18.0 - Grievance and Expedited Arbitration
- 19.0 - Consultation Right and Reserve Right to Further Negotiate
- 20.0- Duration

**MEMORANDUM OF UNDERSTANDING BETWEEN
KENTFIELD SCHOOL DISTRICT AND
KENTFIELD TEACHERS ASSOCIATION
REGARDING FULL REOPENING TO IN-PERSON LEARNING**

April 1, 2021

The Kentfield School District (“District”) and the Kentfield Teachers Association (“Association”), known jointly as “the Parties,” affirm the memorandum of understanding previously negotiated and executed by the parties on August 9, 2020 and the tentative agreement amendment dated January 7, 2021 regarding distance learning and hybrid instruction for the 2020-2021 school year (the “Distance/Hybrid Learning MOU”). While in effect, the Distance/Hybrid Learning MOU is incorporated herein by reference insofar as it applies to a return to full in-person instruction or continuing distance learning for students not returning to an in-person setting. If any provision contained in this MOU conflicts with any provision in the Distance/Hybrid Learning MOU or the collective bargaining agreement (“CBA”), the provision contained in this MOU shall supercede the language in the Distance/Hybrid Learning MOU, and this document shall govern and control.

I. Conditions for Opening Full In-Person Class Sizes

Prior to reopening full in-person class sizes at a school site, all of the following conditions shall be met:

1. The District shall communicate with all staff in writing about the availability of the COVID-19 vaccine to them, including where they may receive the vaccine and how to make an appointment, if necessary, to receive the vaccine.
2. Upon request of the unit member with a vaccine appointment, the District shall allow staff to be vaccinated during their work hours and shall work with their site administrator and/or designee to coordinate appropriate coverage with no loss of pay for up to a two-hour period of time.
3. The District shall verify that all staff reporting to the District school or worksite have had the opportunity (includes eligibility and access) to be vaccinated for COVID-19 at the recommended dosage and waiting period to maximize the effectiveness of the vaccine.
 - a. If requested to do so by the District, unit members shall attest that they have had the opportunity to be vaccinated or that they are declining to be vaccinated. A lack of a response from a unit member shall not preclude the District from opening full in-person class sizes.
4. The Parties shall meet and certify through mutual agreement that the terms of Section A(3) have been sufficiently met.
5. For the 2021-2022 school year only, the District shall apply sections A(1-3) of this MOU to all new hires to the bargaining unit, if the new hire did not previously have the opportunity to be vaccinated.

II. Safety Provisions for the remainder of the 2020-2021 School Year:

The items in A through F below are the current safety provisions from CDPH and MHHS, and are listed for informational purposes. The District shall comply with all safety provisions from the CDPH and MHHS, but shall not be required at any time to have more restrictive safety provisions, even if those provisions are listed below. All safety provisions below will be automatically updated and modified to reflect the changes made by CDPH and MHHS, including but not limited to relaxing or eliminating said provisions. The Parties agree that the MHHS may issue more restrictive guidelines and recommendations than the CDPH, and that the District shall comply with both guidelines and recommendations. When either the CDPH or the MHHS guidelines and recommendations are adjusted to provide a lesser safety standard as compared to the other, the District shall comply with the higher safety standard.

As the CDPH and the MHHS guidelines and recommendations are adjusted to provide a new standard of safety, the Parties agree to abide by all updated guidance and recommendations, including adjusting to less restrictive requirements. The District shall not be required to do more than the CDPH and MHHS requirements at any time.

A. Full In-Person Class Sizes & Physical Distancing in Classrooms

1. A full in-person class size may contain the number of students in a regular class size according to the CBA so long as physical distancing required by CDPH and MHHS is maintained or, if unable to maintain physical distancing requirements, the size of the class shall be limited to the maximum number of students possible while maintaining physical distancing requirements required by CDPH and MHHS.
2. Unit members and staff assigned to an in-person stable group shall maintain physical distancing requirements as outlined by CDPH and MHHS guidelines including physical distancing from individuals. Unit members may voluntarily assist students in close proximity of less than that recommended by CDPH and MHHS for limited periods of time only unless their job duties require it. If unit members' job duties require working in close proximity of students, and it is consistent with CDPH and MHHS guidance, they shall be provided a workstation with a plexiglass barrier.
3. Student workstation chairs shall be arranged in compliance with CDPH and MHHS guidelines. Physical distancing in classrooms will be maximized while accommodating full classes of students within classroom space limitations.

B. Stable Groups

1. A "stable group" is a group with fixed membership that stays together without mixing with any other groups for any activities.
2. The District, in consultation with the Association, shall develop protocols and procedures to implement stable groups, that incorporate the then current guidance and recommendations for implementing stable groups based on public health guidance found in the Jan. 14, 2021 California Department of Public Health ("CDPH") *COVID-19 and Reopening In-Person Instruction Framework & Public Health Guidance for K-12 Schools in California, 2020-2021 School Year*. Updated reference guides will be adhered to as made available.

3. If required by then current Public Health guidance unit members who work with a large number of students per day (middle school teachers, specialists, itinerant unit members, RSP teachers, PE teachers, etc.) shall be scheduled in a way to minimize the total number of daily in-person student contacts and to keep stable groups separate.
 - a. Band, choir, performing arts, physical education, and other classes or activities where there is increased likelihood for transmission from contaminated exhaled aerosols are permitted outdoors only provided that all physical distancing, face coverings, and safety measures are in place to the maximum extent possible.

C. Face Coverings

1. All individuals age 2 or older, including all students in grades TK-8, shall be required to wear face coverings at all times while at school or District facilities, unless exempted or as required by CDPH and MHHS .
 - a. Individuals are exempt from wearing a face covering if they have a medical or mental health condition or disability that would impede them from properly wearing a face covering, those with a communication disability, or when it would inhibit communication with a person who is hearing impaired.
 - b. Persons exempted from wearing a face covering due to a confirmed medical condition must wear a non-restrictive alternative, such as a face shield with a drape, as long as their condition permits.
2. The District shall provide a face covering to all individuals coming on to a school campus who are without a face covering.
3. Students who refuse to wear a face covering and are not exempted from wearing a face covering shall be referred to the site administrator. If the student refuses to comply with wearing a face covering, the student shall not be permitted to remain on the school site. Students in this situation shall be offered alternative educational opportunities, including but not limited to, full-time distance learning until they are able to comply with wearing a face covering.

D. Physical Distancing Outside the Classroom

1. Adults shall maintain CDPH and MHHS physical distancing requirements at all times. Students ***should*** maintain the required CDPH and MHHS distance outside of the classroom.
2. School schedules shall be developed to minimize mixing of stable groups, limit communal activities, and to minimize congregate movement as much as practicable.
3. The District, in consultation with the Association, shall develop schedules to provide student meals (breakfast and lunch) in a safe manner that incorporates the guidance and recommendations for meals by CDPH and MHHS.

E. COVID-19 School Testing

1. All bargaining unit members, staff, and students shall be provided the opportunity for free, local COVID-19 testing at no charge as often as possible but shall be required to be tested

based on Public Health guidance. Members may be provided time to be COVID-19 tested during their workday. Testing schedules shall be arranged to minimize delays and results shall be delivered to each unit member promptly, with all relevant privacy rights preserved.

F. Symptoms at School, Quarantine, and School Closure

1. The District shall comply with all health screening, isolation on campus of symptomatic individuals, quarantine of individuals or small groups, and school closure guidelines and recommendations of both CDPH and MHHS.
2. If a small group or cohort is placed on quarantine, or if a school is closed due to an outbreak, the quarantined or closed classroom(s) shall transition to temporary distance learning instruction during the period of the quarantine or school closure. If the classroom teacher is unable to teach the class due to COVID-19 illness, the class shall be instructed by a substitute teacher.
3. Unit members that are exposed to a confirmed COVID-19 case or who test positive for COVID-19 shall comply with all quarantine and testing requirements of both CDPH and MHHS.
 - a. Unit members, if able to do so, shall provide instruction or their services virtually during quarantine. In the event a class of students remains in-person, with a teacher under quarantine, the district shall hire a substitute teacher or classified support staff to supervise students in-person while the unit member provides instruction virtually, with no loss of compensation to the unit member.

III. Safety Provisions for 2021-2022 School Year

The District and the Association agree that the 2021-2022 school year shall be conducted in person, with a typical normal schedule to the maximum extent possible, subject to the requirements of CDPH, MHHS and CDE. The District and Association intend this agreement to govern the safety provisions for the 2021-2022 school year, to provide certainty and clarity as to the conditions for school safety provisions.

A. Maintenance of Health and Safety Requirements

1. The District shall maintain all health and safety provisions required by CDPH and MHHS for schools which may include but not be limited to ventilation, handwashing, PPE, cleaning and disinfecting, and COVID-19 screening. These provisions shall remain in place based on CDPH and MHHS guidance; the District shall not have to provide them if they are not required by public health guidance.
2. The District shall post on their website and make publicly available all required and current safety plans, including but not limited to, the COVID-19 Safety Plan (CSP), the Cal/OSHA Prevention Program (CPP), and the School Site-Specific Protection Plan (SSSPP).
3. The District shall comply with the public health guidelines and recommendations from both the California Department of Public Health and the Marin Health & Human Services Department. The District may also elect to comply with guidelines and recommendations

from the Centers for Disease Control (“CDC”) when these provide for a higher safety standard than provided by the CDPH or the MHHS.

- a. The Parties agree that the MHHS may issue more restrictive guidelines and recommendations than the CDPH, and that the District shall comply with both guidelines and recommendations.
- b. When either the CDPH or the MHHS guidelines and recommendations are adjusted to provide a lesser safety standard as compared to the other, the District shall comply with the higher safety standard.
- c. As the CDPH and the MHHS guidelines and recommendations are adjusted to provide a new standard of safety, the Parties agree to abide by all updated guidance and recommendations, including adjusting to less restrictive requirements. The District shall not be required to do more than CDPH and MHHS requirements at any time. Updated guidance and recommendations shall be incorporated into this MOU.

B. Distance Learning for the 2021-2022 School Year

1. Distance learning for the 2021-2022 school year shall be offered **at the sole discretion of the district**, if distance learning is to be offered to students for the 2021-2022 school year, upon parent request, the District shall assign students to a distance learning program for no less than one full grading period
2. As long as public health allows in person instruction for full class sizes, no in-person classroom teacher shall be required to provide simultaneous instruction (i.e. both in-person and online instruction). The exception to this provision will be Special Education teachers, who may need to provide simultaneous instruction. The parties agree to meet and negotiate any additional exceptions if required by extenuating circumstances.

C. Duration

1. This MOU shall expire in full without precedent on June 30, 2022 unless shortened or extended by mutual written agreement of the Parties.

For KSD:

For KTA:

**MEMORANDUM OF UNDERSTANDING
BETWEEN
KENTFIELD SCHOOL DISTRICT AND
KENTFIELD TEACHERS ASSOCIATION
REGARDING PROCEDURES FOR EVALUATION
(Article 8)**

The parties agree to the formation of a workgroup of up to 12 certificated KTA members and District Administration.

Membership will span grade level bands at the elementary level, (K-1, 2-3, 4-5), middle school grade spans and core content areas (6-8 - ELA, Math, Science, History) as well as representation of specialized classifications such as specialist/enrichments (Library, Art, Music, PE) counselors, special education and administrative representatives.

The workgroup will evaluate multiple alternatives to the current evaluation process, and make a recommendation for a new evaluation process, with an interest in maintaining equity in terms of how frequently teachers are evaluated and choosing their evaluators.

The workgroup will begin meeting no earlier than October 1, 2021 and should finalize its recommendations no later than February 1, 2022. If members of the workgroup meet outside of their work day they will be compensated at the KSD extraordinary rate.

KTA members may volunteer to pilot components of the new evaluation process during the spring of the 2022 year (February 2022 to May 2022).

The implementation of the new evaluation process by the workgroup shall only occur upon the signing of an MOU that specifies that KSD and KTA agree to pilot the new process for all members up for evaluation for 2022-23 school year. KSD and KTA agree to meet and finalize an MOU the month of February 2022.

All completed evaluations during the pilot year will be part of the member's personnel file, except for members who receive unsatisfactory evaluations. Any member who receives an unsatisfactory evaluation during the pilot year 2022-23 will be reevaluated during the 2023-2024 school year and the 2023-24 evaluation will be part of the employees permanent personnel file.

If the parties mutually agree that the new evaluation process is acceptable, the new evaluation process will be incorporated into Article 8 of the CBA for the 2023-2024 school year.

For KSD:



A handwritten signature in blue ink, consisting of a stylized 'U' followed by a large 'R' and a long horizontal line extending to the right.

For KTA:



A handwritten signature in blue ink, consisting of several overlapping, slanted strokes that form a complex, stylized shape.

MEMORANDUM OF UNDERSTANDING
THE KENTFIELD SCHOOL DISTRICT AND THE KENTFIELD TEACHERS ASSOCIATION
May 29, 2021

The Kentfield School District ("KSD") and the Kentfield Teachers Association ("KTA") (collectively hereinafter "the Parties") hereby agree as follows:

In the event of an emergency closure due to power outages/natural disasters or as a requirement of local or state order, the parties agree to determine one flex/in-lieu instructional day for the 2021-22 school year to ensure the required 180 student days are met. See Attachment A.

The KSD will make any and all effort to keep the KSD schools open and in operation for the duration of the school year calendar in order to support continuity of learning and access for all students.

This MOU shall expire in full without precedent on June 30, 2022 unless shortened, extended or amended by mutual written agreement of the Parties.

For KSD:

U. P. 6-4-21

For KTA:

Warren Beales

H Snyder