

COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE
KONOCTI UNIFIED SCHOOL DISTRICT
AND THE
KONOCTI PROFESSIONALS ASSOCIATION

July 1, 2017 through June 30, 2019

Ratified:

Board Approved:

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BARGAINING AGREEMENT
BETWEEN KONOCTI UNIFIED SCHOOL DISTRICT
AND
KONOCTI PROFESSIONALS ASSOCIATION

ARTICLE I – AGREEMENT

The parties agree as follows:

- A. The articles and provisions contained herein constitute a bilateral and binding agreement (Agreement) by and between the Konocti Unified School District (District) and the Konocti Professionals Association (KPA), an employee organization.
- B. This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 (3540.1 h) of the Government Code (Act).
- C. Throughout the course of this Agreement, both parties agree that the following terms are to be defined as follows:
 - 1. Agreement – The negotiated contract entered into between the Association and the District
 - 2. District – The Board of Trustees of the Konocti Unified School District
 - 3. Association – The Konocti Professionals Association, an employee organization
 - 4. Day – A day is any day on which the central administrative office of the district is open for business. “Calendar days” includes every day regardless whether or not the district office is open.

ARTICLE II- PERSONS COVERED

- A. The District recognizes the Association as the exclusive representative for a unit consisting of the following:
 - 1. School Psychologists (including interns)
 - 2. Occupational Therapists (including interns)
 - 3. Educational Related Mental Health Services Counselors (including interns)

ARTICLE III – SALARY AND HEALTH AND WELFARE BENEFITS

- A. The District and the Association agree to develop and implement plans, processes and time lines, and to improve total compensation including salaries, health benefits, stipends, and working conditions.

Both parties agree that it is a priority to make compensation, stipends, health benefits and other terms and conditions of employment comparable with those of other Lake County districts.

In pursuit of the above stated goals, the parties agree that during the negotiation process, each party shall share and consider all available data regarding the above.

B. Salary Schedule

1. The salary schedule is attached as Exhibit A-1 and is part of the negotiated agreement.
2. Payment of stipends will be subject to annual approval by the Board of Trustees. A copy of the request to the Board will be sent to the Association.
3. The amount allowed for the masters degree will be as stated on the present salary agreement.
4. A bargaining unit member shall serve seventy-five percent (75%) of the working days in a school year in order to advance on the salary schedule.
 - a. Psychologists with no previous full-time contract psychologist experience in grades kindergarten-12 (K-12) shall be placed on Step-1.
 - b. Any professional hired into the District shall be given credit for each year of full-time contract and/or licensed experience performing service with youth (age 22 and below) outside the district, up to a maximum of ten (10) years.
 - c. A school psychologist intern shall be paid a salary equal to $\frac{2}{3}$ that of Step 1 on the current salary schedule.
5. For income tax purposes only, the unit members' W-2 form will show an income that is ninety-two percent (92%) of the negotiated annual salary, and the eight percent (8%) "teacher share" contribution to STRS shall be "picked up" and combined with the District's eight and one-fourth percent (8.25%) contribution, to become a sixteen and one-fourth percent (16.25%) contribution on behalf of the District to STRS/PERS. It is by this mechanism that the KPA member's eight percent (8%) contribution qualifies for tax-deferred treatment. A KPA member's annual salary will be determined by the salary schedule negotiated between the Association and the District. It is only for purposes of the gross annual salary reported on the W-2 forms that the psychologist's annual salary will be eight percent (8%) less than that stated on the salary schedule.

C. Medical, Dental, and Vision Insurance

1. Through June 30, 2007, the Board shall provide premium payment on behalf of the bargaining unit members and their dependents for health insurance, dental, vision, and life insurance plans (SISC III), with applicable deductible.
2. (Default) Should the employee fail or refuse to select a health plan, the District will personally notify the employee that failure to select a health plan will result

in automatic enrollment in a current District paid insurance plan.

3. Through June 30, 2007, the Board shall provide premium payment on behalf of bargaining unit members and their dependents for the current dental plan.
4. Through June 30, 2007, the Board shall provide premium payment on behalf of bargaining unit members and their dependents for the current vision care plan.
5. Should any employee on leave, or retiree, select a health plan, the premium for which is greater than the amount paid by the District for health insurance plans, the employee shall, as a condition of receiving medical benefits, agree contractually to pay the difference of the unpaid portion of the premium amount.
6. For regular part-time bargaining unit members who are employed at least half time, the District will pay that portion of the premium for the health insurance plan, dental plan, vision care plan, and paid prescription plan in the same ratio that their salary is to a full-time employee at the same placement on the salary schedule, provided that the employee pays the balance of the monthly premium.
7. Effective July 1, 2007 through June 30, 2013, the total compensation includes salary and benefits. The employee may continue to purchase benefits through a Section 125 plan. The cost of adding the benefits to the salary (employer and employee share of STRS/PERS and any applicable Medicare tax) will be absorbed by the district.
8. Effective April 1, 2016 in compliance with STRS regulations, insurance is calculated as a district contribution and is removed from the total compensation salary. \$15,600 (\$1,300) will become the district cap toward insurance. Employees will pay any additional monthly cost via payroll deduction; and those choosing a less expensive plan will receive the difference less employer share payroll taxes.
9. For the purposes of the insurance plans, dependents are defined as those members of a KPA member's family whom the insurance company treats as dependents for the purpose of family coverage.
10. The District need not pay for the above benefits while KPA members are on unpaid leave, but the KPA members may pay for the benefits if the insurance carrier will allow.
11. Everything in this paragraph applies to employees hired prior to July 1, 1994. For employees retiring from the District who have been employed by the District in a certificated position for at least ten (10) of the last fifteen (15) years immediately prior to retirement, the employee may continue receiving medical benefits through the District with the District paying fifty percent (50%) of the monthly premium for said benefits up to age sixty-five (65) provided that the employee pays the balance of fifty percent (50%) of the monthly premium, if the insurance carrier approves. For employees retiring from the District who have been

employed by the District for at least fifteen (15) of the last twenty (20) years immediately prior to retirement, the employee may continue receiving medical benefits through the District with the District paying seventy-five percent (75%) of the monthly premium for said benefits up to age sixty-five (65) provided that the employee pays the balance of twenty-five percent (25%) of the monthly premium, if the insurance carrier approves. For employees retiring from the District who have been employed by the District for at least twenty (20) of the last twenty-five (25) years immediately prior to retirement, the District shall pay one-hundred percent (100%) of the premium for medical benefits up to age sixty-five (65). The monthly premium for said benefits mentioned above is understood to be the same as the premium paid by the District for active employees. Retirement as used in this paragraph applies only to those employees fifty-five (55) years of age or older leaving public school employment and eligible to receive STRS/PERS retirement benefits.

12. Retired employees eligible for District paid medical benefits may select from the following three (3) options: (the monthly premium for said benefits is understood to be the same as the premium paid by the District for active employees)
 - a. Participate in a current District paid medical plan;
 - b. Select and enroll in own insurance plan. Moneys will be paid directly to selected plan;
 - c. Cash payment, less applicable taxes, to be paid directly to participant.

13. The determination as to the carrier and type of program shall be made by the District subject to the following provisions:
 - a. Prior to changing to a different carrier or type of program, the District shall notify the Association. The change shall be subject to the following provisions:
 - (1) There will be no reduction in services provided by the present coverage.
 - (2) The District will show in writing a comparison of the proposed coverage and the present coverage.
 - b. Should the Association have any concerns regarding the change, the Association shall, within seven (7) days, notify the District of its concerns. The District and the Association shall then meet and attempt to resolve these concerns. Should these concerns not be resolved, the question of whether or not the change should be made shall be submitted to a vote of the Association members.
 - c. Unless the Association members vote against the change within the prescribed time period after the date on which the Association was

notified, the District shall be authorized to make the change without any further communication, meeting, or negotiation regarding the subject. The prescribed time period shall be twenty one (21) days which must include all tracks and have no less than five (5) school days on any track.

- d. During winter, spring, or summer vacation, the Association may notify the District that it needs more time to consider the change, specifying the time needed. The time extension shall not exceed the vacation period. The change will not be made during this period.

- 14. Health benefit increase for 2006-2009 will be handled by the board/administration through the regular budget process and will be considered as a part of the total compensation package.

ARTICLE IV - EMPLOYEE TRANSFERS AND REASSIGNMENTS

- A. The Special Education Director will consult with the KPA members about school assignments and schedules prior to the school year.
- B. In circumstances in which scheduling and/or reassignment concerns cannot be resolved directly with the Director of Special Education, the employee(s) may request a meeting with the Superintendent to discuss the concerns as they pertain to offering optimal services to meet the needs of the District.

ARTICLE V - HOURS OF EMPLOYMENT

- A. The hours of employment of the District's full time bargaining unit members shall be sufficient to meet their professional duties. During the hours of employment, employees shall perform those duties assigned to them by his/her immediate supervisor, the Superintendent or his/her designee.
- B. The work day will consist of eight (8) hours per day. Psychologists may be required to attend faculty meetings. Faculty meetings may not be held more than sixty (60) minutes before the normal school day or for more than sixty (60) minutes after the close of the normal school day (after students normally leave). Faculty meetings shall not exceed one (1) per week, except in emergencies.
- C. All bargaining unit members are entitled to a thirty (30) minute duty-free lunch.
- D. "Inclement Days" are days in which the Superintendent declares the schools closed because of snow, flooding, inclement weather, or other conditions which, in the judgment of the Superintendent, require the closing of the school.
 - 1. Should the Superintendent call an inclement day after the minimum day requirements of state law have been met, the day is counted as a paid work day.
 - 2. The KPA members may leave at the end of the inclement day called by the Superintendent after the students have left.

3. The District shall apply for a waiver from the State. If the waiver is granted to allow this, the inclement day may count as a work day. If the waiver is not granted, the District, after consultation with KPA may add additional work days to maintain the longer day and year minutes required by law and agreed to in this contract, or may utilize a predetermined snow day established in the calendar.

E. Extra duties are voluntary and will be compensated by the District.

F. Instructional Time

1. There shall be one-hundred and ninety (190) work days.

ARTICLE VI - LEAVES

The leaves herein are granted in compliance with the minimum requirements of the Education Code. These days are not in addition to the days required by the Education Code unless specified in this Article.

A. Sick Leave (Pursuant to Education Code Section 44978)

1. Every full-time bargaining unit employee shall be entitled to ten (10) days of paid sick leave per school year, earned on July 1 of each year. Part-time bargaining unit employees shall be granted a prorated share of sick leave entitlement. Said leave is to be used solely for illness or other physical disability preventing the employee from performing his/her duties, except as provided in Section K of this Article.

2. Unused sick leave shall accrue from school year to school year, as provided by law, and may be used at any time during the school year subject to the requirements of this Article.

3. Verification

a. The District shall require that the employee provide written verification by a physician of the employee's incapacity if the employee has been on sick leave for five (5) or more consecutive days.

b. The District Superintendent may require written verification by another person (medical preferred) of the employee's incapacity for less than five (5) days if he/she has reasonable grounds to believe that verification is appropriate under the circumstances.

4. The District shall provide, no later than October 15 of each school year, each KPA member with a written statement of (1) his/her accrued sick leave total and (2) his/her sick leave entitlement for the school year.

5. Salary deductions may be made for illness or accident beyond the days covered

by full pay sick leave or upon failure to provide the required verification unless as provided in this bargaining agreement.

B. Catastrophic Leave Policy

Bargaining unit members may donate eligible sick leave credits to an employee when that employee or a member of his/her family suffers from a catastrophic illness or injury. Catastrophic illness or injury means an illness or injury that is expected to incapacitate the employee and/or the family member for an extended period of time. Catastrophic leave shall be granted when the employee has exhausted his/her sick leave and additional leave is needed.

Eligible sick leave credits may be donated to another employee for a catastrophic illness or injury if all of the following requirements are met:

1. The employee who is, or whose family member is, suffering from a catastrophic illness or injury, or his/her designated representative, requests the District personnel office that eligible sick leave credits be donated. The employee shall provide verification from a physician that such a catastrophic illness or injury exists and that it will keep the employee out of work for an extended period of time.
2. The Superintendent or his/her designee has determined that the employee is unable to work due to the employee's or his/her family member's catastrophic illness.
3. Any employee using catastrophic leave days pursuant to this policy may not use such leave days for a period to exceed one-hundred and eighty-three (183) days or twelve (12) consecutive months.
4. The employee has exhausted all accrued paid leave credits.

If the transfer of eligible leave credits is approved by the District, any certificated employee may, upon written notice to the personnel office, donate eligible sick leave credits in increments of one (1) day subject to the following provisions:

1. All transfers of eligible sick leave credit are irrevocable.
2. Donations by employees may not exceed a cumulative total of one-hundred and eighty-three (183) days for any designated employee suffering from a catastrophic illness or injury.
3. Once sick leave days have been transferred, these days then belong to the designated employee; however, such days may not be used for service credit for retirement with STRS/PERS, nor may they be used for personal necessity except in the case of death or serious illness of a member of his/her immediate family.
4. The transfer of all such sick leave days will be done in a confidential manner so

that the recipient will not know the donor.

5. The District and KPA will establish regulations and procedures to allow such donated sick leave days to be used by the designated employee based upon immediate need.

C. Five Months Partial Paid Sick Leave (Education Code Selections 44977 and 44983)

1. If a bargaining unit member has utilized all accrued sick leave and is still absent from duties on account of illness or accident for a period of five (5) school months or less, then the amount of salary deducted in any month shall not exceed the sum which was actually paid the substitute employed or 50% of the bargaining unit member's salary, whichever is less. If no substitute is employed, then the amount of salary deducted in any month shall not exceed the sum which would have been paid the substitute employed, or 50% of the bargaining unit member's salary, whichever is less. The school District shall make every reasonable effort to secure the services of a substitute employee.
2. The five (5) school months shall not include the ten (10) days of sick leave for the year in which extended partial payment sick leave is taken. Partial pay will be made after the utilization of accrued sick leave for past years.

D. Bereavement Leave

Bargaining unit members are entitled to a leave of absence, not to exceed three (3) days, or five (5) days if out-of-state travel is required, on account of the death of any member of his/her immediate family. No deduction shall be made from the salary of such employee nor shall such leave be deducted from other leaves.

Members of the immediate family, as used in this section, means the mother, father, grandmother, grandfather, or a grandchild of the employee or the spouse of the employee, or the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee, or any relative living in the immediate household of the employee, or foster parent or foster child approved by the court, or surrogate relative.

E. Jury Duty and Court Appearances

Leave of absence to serve on a jury or to appear as a witness in court other than as a litigant shall be granted with no loss in pay provided the employee endorses any fees received to the District (Education Code Section 44036).

F. Leave Without Pay

Leave without pay may be granted by the Superintendent for a period not to exceed one (1) week. Leaves without pay for greater periods of time may be granted only by Board action (Education Code Section 44962).

G. Maternity Leave (Pursuant to Education Code Section 44978 and 44965)

1. Any bargaining unit member who is required to be absent from duty because the member is pregnant, has miscarried, has given birth, or needs to care for an infant is entitled to an unpaid leave of absence. The length of absence, including the date on which the leave shall commence and the date on which the employee shall resume duties, shall be determined by the employee and the employee's physician. Disabilities caused or contributed to by pregnancies, miscarriage, childbirth, and the recovery therefrom are, for all job related purposes, temporary disabilities and shall be treated as such under any health or temporary disability insurance or sick leave plan. Leaves of absence for disabilities caused or contributed to by pregnancy, miscarriage, or childbirth shall be paid leaves of absence to the same extent as leaves for illness, injury or disabilities.
2. The employee may return to her position with the school District when her attending physician determines that she is able to completely fulfill her assigned duties. A statement from the attending physician verifying the health status of the employee and the ability to return to employment shall accompany the request for reinstatement.
3. A maternity leave shall not be construed as a break in the continuity of the two-(2) year period of service required for achieving permanent status.
4. The actual time off during a maternity leave, however, shall not be considered as employment nor will the time contribute toward fulfillment of the two (2) consecutive years of service.
5. Probationary employees on maternity leave who have completed seventy-five percent (75%) of the teaching days in one (1) school year, exclusive of the leave period, shall have the year's credit toward permanent status.
6. No credit shall be permitted for time spent on maternity leave including step advancement on the salary schedule or service, except as otherwise provided by law.
7. Any employee shall have the right to utilize sick leave provided for in this section for absences necessitated by pregnancy, miscarriage, childbirth, and recovery therefrom.

H. Family Care and Medical Leave

1. The District shall comply with The Family Care and Medical Leave Act (G.C. 12945.2) as follows:
2. This leave is separate from, and in addition to, maternity leave provided in Article VIII G of the contract.
3. Every bargaining unit member is entitled to an unpaid leave of absence for the following reasons:

- a. the employee's own serious health condition, or
 - b. the serious health condition of a family member, or
 - c. the birth, adoption, or acceptance of placement of foster care of a child of the employee.
4. For purposes of this leave, "serious health condition" shall refer to an illness, injury, impairment, or physical or mental condition that involves continuing treatment or supervision by a health care provider, whether inpatient or outpatient in nature.
 5. "Family member" shall include any spouse, parent or child, regardless of whether the family member lives in the home or is natural, adopted, step, or in-law. "Family member" shall also include any member of the household occupying the same residence as the bargaining unit member regardless of relation.
 6. To the extent possible, the employee shall provide the employer reasonable advance notice of the need for the leave and the dates of the leave.

"Reasonable" shall be defined as follows:
 - a. Two (2) weeks,
 - b. Or, as soon as the employee is aware of the need for the leave.
 7. The length of the leave shall not exceed twelve (12) work weeks, and shall be limited to the amount of time that the employee needs to provide care or the duration of the employee's own serious health condition, as provided by the law. The Superintendent may require certification according to the procedure set forth in the law if he/she believes that there are grounds that certification is appropriate under the circumstances.
 8. Intermittent or reduced leave must be approved by the Superintendent or School Board and is subject to paragraph 6 above.
 9. During the Family Care and Medical Leave period, the employee shall retain his/her original date of first paid service for seniority purposes; however, the employee shall not continue to accrue days of service for purposes of obtaining permanent or probationary status.
 10. The employee shall continue to receive paid health benefits, subject to the provisions of the law.
 11. Upon granting the leave requested, the District guarantees re-employment in the same or a comparable position except as provided bylaw.

12. A bargaining unit member, while on Family Care and Medical Leave, who gives notice of resignation or retirement, shall be deemed to have resigned or retired, as appropriate, on the first work day following the originally expected expiration date of the leave, except as mutually agreed between the employee and the District.
13. A bargaining unit member may, but is not required to, substitute any accrued paid leave for unpaid Family Care and Medical Leave. However, should the employee use sick leave, personal necessity, or other types of paid leave for a Family Care and Medical Leave situation, these days will be counted against the twelve (12) weeks of unpaid Family Care and Medical Leave. Otherwise, Family Care and Medical Leave is in addition to all other leaves accorded a unit member under this Agreement.

I. Military Leave

Bargaining unit members who enter the active military service within the meaning of Education Code Section 44800 shall be afforded the rights and benefits which are provided by the California Education Code or by other state or federal statutes.

J. Industrial Injury Leave

The Board of Trustees of the Konocti Unified School District hereby specifically limits the school District's liability for industrial accident or illness leave to the minimum provisions mandated by Education Code Section 44984.

1. Such leave shall not exceed sixty (60) working days in any one (1) fiscal year for the same accident.
2. Allowable leave shall not be accumulated from year to year.
3. Industrial accident or illness leave will commence on the first day of absence.
4. Payment for wages lost on any day shall not, when added to an award granted the employee under the Workers' Compensation laws of this state, exceed the normal wages for the day.
5. Industrial accident leave will be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under Workers' Compensation.
6. When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.
7. When entitlement to industrial accident or illness leave has been exhausted, other sick leave acquired under Education Code Section 44978 will then be used. If any employee is receiving Workers' Compensation he/she shall be entitled to use only

as much of his/her available sick leave, or other available leave which, when added to the Workers' Compensation award, provided for a full day's salary.

K. Educational Improvement and Related Purposes Leave:

1. Leave for professional improvement, travel, research, writing, exchange teaching, peace corps service, and similar purposes of benefit educationally to the staff member and the school District may be granted without pay for a period not to exceed one (1) year.
2. Reasonable extension of the leave may be granted by the Board upon recommendation of the Superintendent.
3. Paid leave for professional improvement may be granted for year-round KPA members for up to ten (10) days per year if the class/workshop is necessary for obtaining continued licensure or credential and is approved by the Superintendent or his/her designee.

L. Personal Necessity Leave (Education Code Sections 44978.5 and 44981)

1. A bargaining unit employee may use no more than ten (10) days of accumulated sick leave per school year in case of personal necessity. Advance notice should be given to the principal whenever possible.
2. For the purpose of this section, "personal necessity" is defined as:
 - a. death or serious illness of a member of the employee's immediate family
 - b. accident, involving the person or property of the employee or his/her family
 - c. an emergency requiring the response of the employee during normal working hours
 - d. a court appearance as a litigant
 - e. health care of a family member or other person residing in the household
 - f. the death of a friend or relative not included in the Bereavement Leave
 - g. a special ceremony (such as a funeral, wedding, graduation, or honor awarding achievement) of a friend or a family member
 - h. five (5) of the days may be taken for compelling personal reasons which cannot be dealt with other than during the employee's working hours and is not in violation of Paragraph 3 below.
3. For the purpose of this section, "personal necessity" shall not include:

- a. pursuit of business, financial, or economic interests of the employee, except under paragraph 5 below
 - b. vacation or other recreational pursuits.
 - 4. The Superintendent or his/her designee may grant a waiver allowing personal necessity days to be used for a specific business, financial or economic interest.
 - 5. The Board of Education may, at their sole discretion, extend these days by resolution in an individual case.
 - 6. Misuse of personal necessity leave may result in disciplinary action.
- M. Sabbatical Leave (Education Code Sections 44966 - 44973)
- 1. The Board, may grant a member a leave of absence not to exceed one (1) year for the purpose of permitting study or travel which will benefit the District
 - 2. Bargaining unit members must have been employed by the District for seven (7) consecutive years before they can request a sabbatical leave.
 - 3. If the Board grants a request for sabbatical leave, the Board shall pay one-half (50%) of the member's salary for the period of the leave. Compensation shall be paid to the member while on the leave of absence in the same manner as if the member were working in the District.
 - 4. Every member, as a condition of being granted a sabbatical leave, must agree in writing to render a period of service which is equal to twice the period of the leave.
 - 5. The member may contribute to the District the full costs of health and welfare benefits during the sabbatical leave, or be dropped from coverage by the District.
 - 6. Applications for sabbatical leave must be filed with the District no later than April 15 for leaves affecting the fall semester or full school year. Applications for sabbatical leave must be filed with the District no later than October 10 for leaves affecting the spring semester. Notification of final judgment on sabbatical leave shall be given within one (1) month of filed application date.
 - 7. All applications for sabbatical leave must be filed in writing with a specific listing of the reasons for the leave, a specific listing of what will be accomplished during the leave, and a specific listing of how the leave will benefit the District
 - 8. Prior to return from a sabbatical leave, the member must file a written, detailed report with the District concerning evidence of how the stated accomplishments in provision 7 were satisfied.

9. At the expiration of the sabbatical leave, the member, unless otherwise agreed to, shall be reinstated in the position held at the time of the granting of the leave.

N. Flex Time

1. Flex time is an arrangement that allows an employee to alter their work day schedule to best serve the District's obligations. Flex time does not reduce the total number of hours worked in a given work year and is accumulated as hour for an hour. Flex time should adhere to the following criteria:
 - a. Flex time must be pre-approved by the Director of Special Education and Pupil Services and/or District Office Administration staff.
 - b. Flex time hours must be recorded and accounted for through the district designated tracking system.
 - c. Any flex time accumulated must be used within the annual contract year in which it is obtained.
 - d. The total amount of flex time that can be accumulated is capped at 3 days (8 hours/day) for a total of 24 hours total in any given year.

ARTICLE VII - EVALUATIONS

- A. The District retains sole responsibility for the evaluation and assessment of the job performance of each bargaining unit member and, except as required by law, the implementation and administration of the procedures for such evaluation and assessment is solely within the discretion of the District. For the purposes of this Article, both parties agree that the following terms are to be defined as follows:
 1. Formal Observation - a period of inspection during which the observer records information relating to the employee's job performance.
 2. Assessment - the professional interpretation of the observer's written observation records by the observer relating to the District's performance standards.
 3. Evaluation - the professional conclusion by the observer, based upon the observations and stated in writing, regarding whether or not the employee acceptability meets District standards.
 4. Probationary period is defined as the first two fiscal years of employment. (A year is defined as minimally as 75% of the work year.)
- B. The District retains the right to prepare and utilize evaluation forms and other forms relating to the evaluation and assessment of the job performance of each bargaining unit member. The Association will be given copies of any revised forms for review and comments before implementation. Bargaining unit members will be able to respond in writing regarding the evaluation.

- C. Parents or guardians of pupils enrolled in the District may present informal (oral) and/or formal (written) complaints regarding members of the bargaining units to the District. Parents or guardians should be encouraged to present informal (oral) complaints first with the employee who is the subject of the complaint, or with that employee's immediate supervisor, prior to presenting any formal (written) complaint to the District.

Informal (Oral) Complaints: No record of any informal (oral) complaint shall be placed in the personnel file of a member of the bargaining unit unless:

1. The employee's immediate supervisor or a designee conducts an investigation about the complaint and finds the complaint to be valid and based upon relevant factual information. Such investigation may include a conference with the complainant, a District representative, the employee, and the employee's representative.
2. The member of the bargaining unit has been given prior notice of the informal (oral) complaint and any record to be filed such that the member of the bargaining unit has a reasonable opportunity (ten [10] calendar days) to present relevant information to his/her immediate supervisor or the Assistant Superintendent.

Formal (Written) Complaints: The employee's immediate supervisor or designee shall investigate as soon as practical any formal (written) complaint regarding a member of the bargaining unit. The complaint shall be forwarded to the member of the bargaining unit within fifteen (15) days following completion of investigation. No record of any formal (written) complaint or the complaint itself shall be placed in the personnel file of a member of the bargaining unit unless:

1. the employee's immediate supervisor, the Assistant Superintendent or a designee conducts an investigation about the complaint and finds the complaint to be valid and based upon relevant, factual information. Such investigation may include a conference with the complainant, a District representative, the employee, and the employee's representative.
2. the member of the bargaining unit has been given prior notice of the formal (written) complaint and any record to be filed such that the member of the bargaining unit has a reasonable opportunity (ten [10] calendar days) to present relevant information to his/her immediate supervisor or the Assistant Superintendent along with relevant information required by the charging party

No record of any complaint shall be kept if any investigation by the District shows that the complaint has no merit, and/or the District believes that no record shall be maintained.

Anonymous complaints shall not be processed pursuant to the provisions of this Article. The provisions of this section shall be interpreted as policies pursuant to the requirement of Section 35160.5(a), (b), and (C) of the Education Code and shall be reviewed annually consistent with any reopener procedures in the Agreement.

ARTICLE VIII - DISTRICT RIGHTS

- A. It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control its operations to the full extent of the law. The only limitations on those powers and authority are the express provisions of this Agreement. The District shall not use this Article to violate any other provision of this Agreement.
- B. Included in, but not limited to, those duties and powers are the exclusive right to: determine its organization; direct the work of its employees, determine the kinds and levels of services to be provided and the methods and means of providing them; establish its educational policies, goals and objectives; ensure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and budgetary allocation; and determine the methods of raising revenue. The Board also retains the right to hire, classify, layoff, evaluate, promote and terminate employees.
- C. The exercise of these powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the express terms of this Agreement.

ARTICLE IX - DISCIPLINE PROCEDURE

- A. This Article was entered into pursuant to Section 3543.2(b) of the Government Code. This Article does not include the implementation of any section of the Education Code concerning the suspension or termination of any certificated employee.
- B. An employee in the bargaining unit may be disciplined by the District for just cause. The term “disciplines” shall mean suspension without pay for up to and including fifteen (15) days and loss of extra compensation. The term “discipline” specifically does not include adverse or negative evaluations, warnings, directives and the implementation of other Articles in the Agreement such as the denial of any leave. The discipline imposed shall be reasonably related to the seriousness of the misconduct or shall be reasonable in light of the number and frequency of prior incidents of misconduct by the employee. A verbal and/or a written reprimand will normally precede a discipline.
- C. Prior to the taking of discipline, the Superintendent of Schools or his/her designee shall give written notice to the employee. This written notice of proposed disciplinary action shall be served by mail or personal delivery to the employee at least twelve (12) calendar days prior to the date when discipline may be imposed. In emergency situations where it is deemed appropriate to remove the employee immediately, the employee shall not lose compensation prior to the date when discipline may commence. Loss of compensation in all cases may occur after the twelfth (12th) calendar day following the date written notice was served. Upon showing of good cause by the employee to the District, the District may not implement the discipline in provision B until the final decision is rendered by an arbitrator or a hearing officer. The written notice of proposed disciplinary action shall be

served by personal delivery or by certified mail. Service by certified mail shall be deemed completed on the date of mailing. The contents of the written notice shall include at least the following:

1. a statement identifying the District
 2. a statement in ordinary and concise language of the specific act(s) and omission(s) upon which the proposed disciplinary action is based
 3. the specific disciplinary action proposed and effective date(s)
 4. the cause(s) or reason(s) for the specific disciplinary action proposed
 5. a copy of the applicable regulation(s) where it is claimed a violation of regulation(s) took place
 6. a statement that the employee has the right to respond to the matters raised in the written notice both orally and in writing, including the submission of affidavits, prior to the end of the twelve (12) calendar days following the date the written notice was served
 7. a statement that the employee, upon request, is entitled to appear personally before the Superintendent or his/her designee regarding the matters raised in the written notice prior to the end of the twelve (12) calendar days following the date the written notice was served. At such meeting, the employee shall be granted a reasonable opportunity to make any representations the employee believes are relevant to the case.
 8. a statement that the employee, upon written request, is entitled to a full evidentiary hearing before a hearing officer before any disciplinary action in final. The statement shall indicate that the proposed disciplinary action may commence after the twelve (12) calendar days following the date the written notice was served. The statement also shall indicate that no full evidentiary hearing will take place unless a demand, in writing, for such a hearing is delivered to the Superintendent within twelve (12) calendar days after the date the written notice or proposed disciplinary action was served.
- D. 1. The employee in the bargaining unit shall receive a full evidentiary hearing on the proposed disciplinary action only if a written demand for such a hearing is delivered to the Superintendent within twelve (12) calendar days of the written notice of proposed disciplinary action. In the absence of a demand for a full evidentiary hearing, the Superintendent of Schools shall act upon the charges after the time period for hearing demand has expired.

By demanding a hearing, the employee waives all rights under the Grievance Procedure in this Agreement. An employee may waive rights to a hearing under this Article, but file a grievance under the Grievance Procedure.

2. The full evidentiary hearing shall be conducted before a hearing officer. The hearing officer shall be selected pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association.

Such hearings shall take place within a reasonable period of time but not before five (5) calendar days after the filing of a request for a hearing.

Hearings will be presided over by the hearing officer.

The employee shall have a right to appear in person on his/her own behalf, with counsel or such representation as he/she requests to represent his/her defense.

3. The hearing officer shall conduct the hearing and shall rule on questions, evidence, and procedure.

Either party may call witnesses, introduce evidence, testify, and question witnesses.

The District has the burden of proof and shall first present evidence and testimony. Normal procedures shall be followed; i.e., charging party presentation, defense cross-examination, defense presentation, charging party cross examination and rebuttal evidence from each party.

Hearings will be recorded at the request of either party with such expense being borne equally by the parties.

4. The decision by the hearing officer shall be final and binding on the District, the Association, and the employee.

ARTICLE X – GRIEVANCE PROCEDURES

A. Definitions:

1. A "Grievance" is a claim by the Association or by one or more unit members that there has been a violation, misinterpretation, or misapplication of the terms and conditions of this Agreement.
2. A "Grievant" is the unit member or members, including the Association or representative thereof making the claim.
3. A "party in interest" is any person and/or the Association or the District who might be required to take action or against whom action might be taken in order to resolve the claim.
4. An individual grievant may be represented at the informal level or levels 1, 2, 3 by himself/herself or at his/her option by a representative of the Association.

5. A "day" is that day in which the central administrative office of the District is open for business.
6. A "conferee" is a person chosen to sit in on the procedure as an aide in a grievance situation. A conferee may be a fellow faculty member, department head, supervisor, Association representative, legal counsel, Assistant Superintendent, Superintendent, Principal, or Vice Principal.

B. Informal Resolution of Problems:

1. The grievant(s) wishing to proceed informally shall commence the informal procedure at the lowest level and proceed through channels.
2. If the grievant(s) is (are) not satisfied with the informal resolution of the grievance at the 2 lowest level he/she may then proceed to the next level. However, he/she will notify the Principal in writing that he/she is going to seek informal resolution of the grievance with the Superintendent. There shall be no right to proceed informally before the Board of Trustees.
3. Nothing contained herein will be construed as limiting the right of any grievant having a grievance to discuss the matter informally with any appropriate member of the administration and to have the grievance adjusted without intervention by the Association, provided that the adjustment is reached prior to arbitration.
4. If the problem is not resolved, then the following procedure may be invoked:

C. Level I

1. The grievant shall file, in writing, Grievance Form A-1 (See Exhibit A-1) with the Principal and a copy to the district office within thirty (30) days of the date that the alleged violation first affects the grievant. This statement shall be a clear, concise statement of the grievance, the specific section of this Collective Bargaining Agreement allegedly violated, the circumstances involved, the decision rendered at the informal conference, if any, and the specific remedy sought.
2. The Principal or immediate supervisor shall respond (Grievance Form A-2) in writing to the grievant and the Association within ten (10) days after the date of the receipt of such grievance. The failure of the Principal or immediate supervisor to respond shall be deemed to be a negative decision. If the grievant deems the response unsatisfactory, the grievance may be taken to Level II. Failure by the grievant to appeal the decision within the specific time limit shall be deemed an acceptance of the decision.
3. The Principal shall transmit a copy of the grievance in response to the Association. The Association may file a written response within ten (10) days of mailing documents. The Principal shall issue his/her formal decision within five (5) days after receipt of the response or the running of ten (10) days, whichever is

sooner. (A copy of which will be sent to the Board of Trustees and receipt acknowledged at the next regular board meeting.)

D. Level II

1. If the grievance has not been resolved at Level I, the grievant, within ten (10) days of the day of the completion of Level I, may submit the written grievance on Grievance Form A-3 to the Superintendent for resolution (See Exhibit A-3)
2. The Superintendent or his/her designee shall hold a meeting within five (5) days after the date of receipt of Form A-3 with the grievant, conferees for both parties, if any, and the Association representative. The grievant shall determine the role of the Association representative, conferee, or observer.
3. A response in writing (Grievance Form A-4) shall be transmitted to grievant and the Association within ten (10) days after the initial meeting. The failure of the Superintendent or his/her designee to respond shall be deemed to be a negative decision. If the grievant deems the response to be unsatisfactory, the grievance may be taken to Level III. Failure of a grievant to appeal a decision within the specific time limits shall be deemed an acceptance of the decision.
4. The Superintendent shall transmit a copy of the grievance and the response to the Association. The Association may file a response within ten (10) days after mailing of the documents. The Superintendent shall issue his/her final decision within five (5) days, after receipt of the response or the running of the ten (10) days, whichever is first. (A copy of which will be sent to the Board of Trustees and receipt acknowledged at the next regular board meeting.)

E. Level III – Arbitration

In the event that the grievant is not satisfied with the decision at Level II, he/she may request to the District that the grievance be submitted to a neutral arbitrator. Such request must be in writing and be accompanied by a written statement from the Association agreeing to take the grievance to arbitration.

If no agreement can be reached on a mutually acceptable arbitrator within ten (10) days after the written request is made, the Association shall request that the American Arbitration Association shall supply a listing of names pursuant to its Rules.

The Voluntary Labor Arbitration Rules of the American Arbitration Association shall apply in this Step except where the specific language herein is in conflict, which specific language will prevail.

Any award of the arbitrator shall be binding on the grievant, the Association, and the District.

It shall be the function of the arbitrator to make an award, if necessary, which will resolve the grievance. The arbitrator shall be subject to the following limitations:

1. The arbitrator shall have no power to add to, alter, subtract from, disregard, change, or modify any terms of this Agreement but shall determine only whether or not there has been a violation, misapplication, or misinterpretation of this Agreement as complained of by the grievant.
2. The arbitrator shall have no power to establish salary structures.
3. The award of the arbitrator shall be based solely upon the evidence and arguments presented to him/her in the presence of the parties and upon any post-hearing briefs of the parties.
4. The arbitrator shall have no power to substitute his/her judgment for that of the District as to the reasonableness of any practice, policy, rule or any action by the District unrelated to an alleged violation, misapplication, or misinterpretation of the express terms of this Agreement.
5. The standard of review for the arbitrator is whether the District acted in the manner which is a violation, misapplication, or misinterpretation of the express terms of this Agreement.
6. The arbitrator shall not consider any issue raised by the grievant unless it was known by the District in an earlier step of this Grievance Procedure.

All fees and expenses of the arbitrator shall be shared equally by the District and the Association.

If the District claims that a grievance shall be dismissed because, for example, it falls outside the scope of the procedure, or was filed or processed in an untimely manner, such a claim shall, at the option of the District, be heard and ruled upon by the arbitrator at the beginning of the hearing on the merits of the grievance. If the ruling on arbitrability is in favor of the District, the formal hearing shall be terminated. If the ruling on arbitrability is against the District, the formal hearing shall continue at the discretion of the arbitrator. A hearing on the merits shall be held in all cases where the District raises the issue of arbitrability, except in those cases where the arbitrator, during the hearing, makes a final ruling that the grievance is not arbitrable. If the District should choose to refuse to arbitrate a dispute, nothing in this section shall preclude the Association from seeking, through appropriate administrative or judicial proceedings, to compel the District to proceed to arbitration.

F. Grieving Provisions:

1. A grievance may be withdrawn at any level without establishing precedent.
2. The District will distribute ten (10) copies of each grievance form to each school site.
3. Each of the parties shall be entitled to two (2) conferees.

4. When it is necessary for representatives designated by the Association to investigate a grievance or attend a grievance meeting or hearing after the regular instructional day, he/she will, upon notice to his/her Principal or immediate supervisors by the president of the Association, be released without loss of pay in order to permit participation in the foregoing activities. Any teacher who is requested to appear in such investigations, meetings, or hearings as a witness will be accorded the same right.
5. For the purpose of this Agreement, a regular instructional day shall mean the periods of student contact.
6. All documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.
7. While the grievance procedure is being pursued, the District resolution of the existing problem shall be followed until a final decision of the matter is reached.
8. Grievants will not be approached by any employee or Association representative during student contact time to discuss or handle grievances.
9. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time specified, however, may be extended by mutual consent in writing.
10. In the event a grievance is filed at such a time that it cannot be processed through all levels of procedure by the last working day of the school year, the time limits set forth herein will be reduced so that the procedure may be completed prior to the end of the school year, or as soon thereafter as it is practical.
11. When the aggrieved is not represented by the Association at Levels I and II, the Association shall be informed of the decision and have the right to present orally or in writing its view on the grievance at Levels I and II or the Procedure.
12. In regard to any claim or complaint for which there is another remedial procedure or course established by statute or by regulation having the force of law, a grievant shall be entitled to use the grievance procedure only if he/she does not utilize in any way another remedial procedure. This does not include repugnancy claims under the EERA.
13. No grievant shall use the grievance procedure to change any practice, policy or decision of the District unless such practice, policy or decision is contrary to the specific provisions of this Agreement.
14. For the purposes of efficiency, the District or its representatives may consolidate grievances involving similar issues.

ARTICLE XI - COMPLETION OF NEGOTIATIONS

- A. The Association agrees that it has had a full and unrestricted right to make, advance, and discuss all matters properly within the scope of meeting and negotiating according to PERB decisions and state law. The above and foregoing Agreement constitutes the full and complete agreement between the parties. The Association, for the term of this Agreement, specifically and unequivocally waives its right to demand or to petition for changes herein, or additions thereto, whether or not the subjects were known to either party at the time of execution hereof as proper meeting and negotiating.
- B. Section "A" shall not be construed as a waiver of the Association's rights to bargain decisions or effects of decisions of the District in regard to unilateral decisions within the scope of representation under Government Code Section 3543.2.
- C. Savings Provisions

If any provisions in this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.
- D. Nothing in this Article would preclude representatives of the Association and the District from mutually discussing common concerns and related issues pertaining to the implementation of this contract

ARTICLE XII - MISCELLANEOUS

- A. Bargaining unit members who may be requested to use their own automobiles in the performance of their duties, or for field trips or other related District business shall receive reimbursement at the mileage rate established by the Internal Revenue Service. Bargaining unit members who are assigned to more than one (1) school per day shall be reimbursed for driving done between arrival at their first duty station and departure from the last duty station. In order to receive said reimbursement, the District must receive notification prior to said use by a teacher of his/her own automobile. In any case, the District does not authorize nor shall it be responsible for the transportation of more people in an automobile than seat belts are available.
- B. In the event that a principal of a school becomes aware of any information, based upon written records of law enforcement, mental health facilities or other previous educational placement, that a student has caused or attempted to cause serious bodily injury to himself/herself or another person, the principal will notify the KPA member that this information has been received and is available for review.
- C. Working Conditions: The District agrees to provide a safe and healthful work environment for its employees. A work space will be identified by administration each school year in which the roles and duties as described in the job description can be carried out by the employee. With a planned involuntary change of work space, the

employee will be provided 10 day notice. In instances of an unanticipated, emergency displacement from a work space, the employee and supervisor will confer prior to the displacement.

ARTICLE XIII - TERM OF AGREEMENT

A. This Agreement shall be effective from July 1, 2017 through June 30, 2019.

EXECUTED AND AGREED TO:

Konocti Professionals Association

By [Signature]

Date 9/29/17

By [Signature]

Date 9/29/17

By [Signature]

Date 9/29/17

By [Signature]

Date 9/29/17

Konocti Unified School District Board of Education

By: [Signature]

Date 10/04/17

Board President

By: [Signature]

Date 10/04/17

Clerk of the Board

By: [Signature]

Date 10-10-17

Member

By: [Signature]

Date 10/18/17

Member

By: [Signature]

Date 10-18-17

Member

**KPA Salary Schedule
as of 7/1/2016
190 DAYS**

1	76,690
2	79,475
3	82,364
4	85,316
5	88,376
6	91,536
7	91,536
8	91,536
9	91,536
10	93,211
11	93,211
12	93,211
13	93,211
14	93,211
15	93,769

Longevity step at:

Step 10 = 1675.00

Step 15 = 558.00

Masters= \$1200

Doctorate= \$1000

Supervision of Interns = \$1000

MFCC= \$1000 (Added 7/2013)

National Association of School Psychologists Certification= \$1000 (Added 7/2013)

The employee shall continue to purchase health insurance benefits through the district.

The district shall contribute \$1,300 per month towards health insurance premiums.

PROMISSORY NOTE FOR EDUCATIONAL EXPENSE REIMBURSEMENT

Recitals

In recognition of the fact that the KPA represented employees do not receive column movement, KPA represented employees, with at least two years of continuing full-time regular employment with the Konocti Unified School District, and with a satisfactory or above performance evaluation rating in the most recent performance review, may request reimbursement of the following educational expenses incurred for the Konocti Unified School District employment related coursework completed at a recognized and accredited institution of postgraduate and/or higher learning:

- Tuition
- Textbooks (workbooks and other consumables are not reimbursed)

The reimbursement requests may be used based on the following conditions and understandings:

1. The coursework must be approved **in advance** by the Superintendent or his/her designee
2. Coursework must have a direct relationship with the current assignment of the employee or be necessary to prepare the employee for expanded role of higher responsibility at Konocti Unified School District.
3. The eligible coursework must be completed with a grade of B or higher.
4. Incomplete, pass/fail, and or audit grades will not be reimbursed
5. The reimbursement is not guaranteed or earned and not an obligation of the Konocti Unified School District. It is entirely discretionary on the part of the Konocti Unified School District, and may be denied in full or in part, without any explanation or reason whatsoever.
6. Original receipts for requested reimbursement expenses will be required.
7. The coursework must be part of an approved program of study.
8. For each semester and quarter this reimbursement is requested, a minimum grade point average GPA of 3.0 is required.
9. At the conclusion of second semester/quarter and every semester/quarter thereafter the grade point average GPA must be a least 3.25

The reimbursement requests may be for up to:

- an amount not to exceed \$4000 per semester (\$8,000 per school year maximum)

- an amount not to exceed \$ 2,666 per quarter (8000 per school year maximum)

For each year or part thereof, for which educational expense reimbursement under this section is utilized, the reimbursed employee will be obligated to sign a promissory note acknowledging a loan in the amount reimbursed.

The loan will be forgiven if the employee serves in the Konocti Unified School District for a period of two additional years for each year or part thereof or reimbursement. However, if the employee leaves prior to fulfilling the service requirements outlined in this paragraph, he/she shall reimburse the Konocti Unified School District all amounts accepted by the employee under this article.

Promissory Note

Upon termination of employment prior to the required years of additional service as set forth above, and in return for valuable consideration received as set forth above, the undersigned borrower promises to pay to the Konocti Unified School District, the "Lender", the sum of \$ _____ Dollars. I authorize the district to deduct the amount owed from my paycheck(s) upon notice of my termination from the district.

I declare under penalty of perjury that the foregoing is true and correct and that this promissory note is executed at Lower Lake, California on _____, _____. I further declare that I am signing this form and agreeing to the terms stated herein of my own free accord and under no duress.

Signed Under Penalty of Perjury

Employee Signature

Signed in the presence of:

Witness Signature

Witness Signature-Print Name

EXHIBIT A-3
STATEMENT OF GRIEVANCE

Date _____

To _____
Supervisor Title Work Location

From: _____
Aggrieved's Last Name First Work Location

Statement of the grievance: (Include names, dates, etc.)

Specific provisions of the collective bargaining agreement that the district allegedly violated or inequitably applied. State which one(s):

Supervisor with whom initial informal conference was held, if any:

Date _____ Proposed resolution, if any, is unacceptable because _____

Resolution sought _____

Name of Conferee, if any

Signature of Aggrieved

Date of Receipt – Supervisor

EXHIBIT A-5
GRIEVANT'S APPEAL TO SUPERINTENDENT

Date _____

To _____
Name of District Superintendent

From: _____
Aggrieved's Last Name First Work Location

Attached are copies of:

1. Grievant's "Statement of Grievance" (Form A-1) dated _____

2. "Supervisor's Response" (Form A-2) dated _____

Statement of reason for appeal: _____

Name of Conferee, if any

Signature of Aggrieved

Date of Receipt – Superintendent

EXHIBIT A-6
SUPERINTENDENT’S RESPONSE TO GRIEVANT’S APPEAL

Date _____

To _____
Name of Aggrieved Work Location

From _____
Name of District Superintendent

Attached are copies of:

- 1. Grievant’s “Statement of Grievance” (Form A-1) dated _____
- 2. “Supervisor’s Response” (Form A-2) dated _____
- 3. Grievant’s “Appeal to Superintendent” (Form A-3) dated _____

Response to appeal: _____

Signature of Superintendent

Date of Receipt - Grievant