

**ARTICLE 1
IMPLEMENTATION**

Agreement

A. The Articles and provisions contained herein constitute a bilateral and binding agreement (hereinafter referred to as “Agreement”) by and between the KERN HIGH SCHOOL DISTRICT (hereinafter referred to as “District,” “Employer,” or “Board”) and the KERN HIGH SCHOOL TEACHERS ASSOCIATION, an affiliate of the CALIFORNIA TEACHERS ASSOCIATION and the NATIONAL EDUCATION ASSOCIATION (hereinafter referred to as the “Association” or “Exclusive Representative”), an employee organization, and pertaining to certificated employee bargaining unit members. This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code (hereinafter referred to as the “Act”).

Recognition

B. The Employer recognizes the Association as the Exclusive Representative of the following classification bargaining unit:

- Adult School Teachers with a primary bargaining unit assignment of 20 or more hours per week in the BAS program
- Audiologists
- Certificated School Nurses
- Classroom Teachers on Contract
- Counselors
- Independent Study Teachers
- Program Specialists
- Regional Occupational Center Teachers
- School Psychologists
- Speech Language Pathologists
- Teacher Librarians
- Teachers on Special Assignment (TOSAs)
- Title 1 Coordinators

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Specifically excluded from the certificated bargaining unit are all certificated management, confidential, and supervisory employees, social workers, adult school hourly employees who work less than 20 hours per week, substitutes, and all classified employees.

Application of Agreement

- C. The provisions of this Agreement shall be applied to bargaining unit members in a manner that is not arbitrary or capricious.

**ARTICLE II
SALARY**

- A. The “Certificated Base Salary Schedule” and related salary schedules, which are coterminous with provisions of this Agreement, are attached as Appendices A through A-4.

For the 2023-24 school year, the bargaining unit certificated salary schedules will be increased by five percent (5%) effective July 1, 2023. [*Inclusion of Additional Teaching Period pay is reflected in Appendix B.*]

1. The “Schedule for Extra Services,” which is coterminous with the provisions of this agreement, is attached as Appendix B. Application of the Base Salary Schedule increase to the percentages listed in Appendix B shall be retroactive to July 1, 2023.
 2. For each school year of this Agreement, step or column movements for those bargaining unit members who have qualified during the prior school year shall be implemented at the beginning of the subsequent school year, pursuant to District policy.
 3. Steps #14, #15, #16, and #17 are awarded on the basis of qualified educational services and military service credit granted for initial salary placement are available only on Class VI.
 4. Bargaining unit members on a 4/5 assignment (four classes/one preparation period) shall be compensated at 5/6 pay. Bargaining unit members on a 6/7 schedule (ie ABLE) shall be compensated at 6/7 pay.
- B. In order for a bargaining unit member to qualify for advancement from any particular classification to a higher classification, they must show evidence of having satisfactorily completed 15 semester units [with the exception of Class I to Class II, which is 30 units of acceptable course work.] Units must be earned from a WASC-accredited institution or from an approved institution accredited by a regional accrediting agency that is listed in the “Accredited Institutions of Post-Secondary Education.” Units earned in the following manner will be acceptable for salary class advancement:
1. The following courses will be accepted without special approval, upon filing proper transcripts or grade slips.
 - a. All graduate courses related to a major, minor, or teaching field taken in residence at an accredited college or university.

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- b. All extension graduate courses closely related to a major, minor, or teaching field.
 - c. All upper division courses related to a major, minor, or teaching field.
 - d. One or more lower division courses may be taken during the year (September 1st through August 31st) if closely related to the major, minor, or teaching field if total value does not exceed three semester units.
 - e. Additional lower division units must be approved in advance of completion by submitting a request in writing to the Human Resources Administrator. Credit for lower division units include, but are not limited to:
 - 1. Fulfillment of the bachelor's degree by a holder of a CTE credential.
 - 2. Development of proficiency in a foreign language, e.g., Spanish.
 - 3. Development of proficiency in computer use.
 - f. Collegiate-level courses that do not meet the above requirements must have prior written approval from the Human Resources Administrator by filling out the Salary Advancement Request Form. This form can be requested by email from the Human Resources Administrator. Courses outside a major, minor, or teaching field may be permissible if their value to the teaching assignment is justified.
 - g. All courses at any level may be repeated for credit after an interval of eight years, as long as they still comply with the established rules.
 - h. The credit granted shall be governed by the rule in existence at the time the activity was begun.
 - i. A grade of at least "C" or "pass" must be earned on all course work.
 - j. Credit of less than one-half semester unit will not be accepted.
2. Credit for Professional Development

Credit for District Professional Development and other approved workshops will be accepted as provided by this paragraph. Applications for the program may be obtained from the Human Resources Division. Credit may be earned at the rate of one semester unit for each 15 hours of attendance at district-sponsored professional development. Hours earned in approved courses and workshops that are less than eight hours may be accumulated. In order for district-sponsored professional development to be used for salary advancement, hours accumulated

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must be submitted by the bargaining unit member on the Accumulated Credit Request Form. This form must be submitted by the bargaining unit member, along with supporting documentation, to the Human Resources Division. Supporting documentation may be a Workshop Credit Report (for hours accumulated through calendar year 2019) and/or auto generated and emailed Certificates of Attendance (for hours accumulated post-calendar year 2019). Such certificates are auto generated and emailed to all bargaining unit members at the kernhigh.org email address after attendance at each district-sponsored professional development. It is the bargaining unit member's responsibility to attach them as supporting documentation for all creditable hours listed on the Accumulated Credit Report Form.

- a. All courses at any level may be repeated for credit after an interval of eight years, as long as they still comply with the established rules.
 - b. The credit granted shall be governed by the rule in existence at the time the activity was begun.
 - c. Credit of less than one-half semester unit will not be accepted.
 - d. A maximum of six-semester units per 15-unit salary class advancement is allowed for district-sponsored professional development. The six-semester unit maximum does not apply to the one-time 120 credit hours earned through the completion of the Kern High Induction Program (KHIP) or the one-time 60 credit hours earned through the completion of the district's CTE credential program. Hours may not be credited for attending required meetings and/or training for hiring/retention purposes, including employment orientations.
3. Asynchronous/Continuing Education Units
- Although there is no maximum on the total number of units allowed, the following limits apply:
- a. Lecture Series Courses: A maximum of three semester units per 15-unit salary class advancement is allowed for lecture series courses.
 - b. Travel/Study Courses: A maximum of three semester units per 15-unit salary class advancement is allowed for travel/study courses.
 - c. Curriculum development classes, in person or online, are limited to six units per 15-unit salary class advancement.

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- d. Asynchronous Courses (video, independent study, self-paced): A maximum of six semester units per 15-unit salary class advancement is allowed for asynchronous courses.
 - e. Continuing Education Units shall be credited with one semester unit for 15 hours of work. Continuing Education Units must be earned from a WASC-accredited institution or from an approved institution accredited by a regional accrediting agency that is listed in the “Accredited Institutions of Post-Secondary Education.” Bargaining unit members will provide verification of the number of hours of work per CEU unit. A maximum of six semester units per 15-unit salary class advancement is allowed for Continuing Education Units.
 - f. Bargaining unit members who attend professional development that is not district-sponsored may have the option to purchase university credit through the entity offering the professional development. The only way to earn credit for this professional development is to purchase the credit. The bargaining unit member is responsible to purchase the credit, complete the requirements, and submit an official transcript to the Human Resources Division in order to receive credit for salary advancement. Units must be earned from a WASC-accredited institution or from an approved institution accredited by a regional accrediting agency that is listed in the “Accredited Institutions of Post-Secondary Education.”
 - g. All courses at any level may be repeated for credit after an interval of eight years, as long as they still comply with the established rules.
 - h. The credit granted shall be governed by the rule in existence at the time the activity was begun.
 - i. A grade of at least “C” or “pass” must be earned on all course work.
 - j. Credit of less than one-half semester unit will not be accepted.
4. No credit for salary class advancement will be granted for activities engaged in during one’s regular paid duty hours.
 5. No credit for salary class advancement will be granted for activities engaged in outside of regular duty hours when a stipend has been received for services rendered.

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6. Credit for salary class advancement may be granted for that portion of appropriate in-service activities which exceed the number of hours for which one has received a stipend, providing the activity was approved.
 7. Official transcripts must be filed with the Human Resources Division by October 31st if credit or degree is to be applied to the current year's contract. If this deadline is observed, the credit will be made retroactive to the beginning of the school year. Coursework to be applied to the contract for that school year must be completed prior to August 31st. A degree must be conferred by August 31st to be applied to this year's contract.
- C. All bargaining unit members who serve other than the established work year shall receive salary which bears the same ratio to the established annual salary for their position as the number of days they serve bears to the number of regular workdays, based upon the bargaining unit member's daily rate of pay. "Daily rate of pay" shall mean the annual salary divided by the number of days in the bargaining unit member's work year.
- D. Salary payments shall be made on an 11-month basis (August 31 through June 30).
1. Salary payments for service in addition to the bargaining unit member's regular assignment shall be made as soon as possible with the Employer's control following the payroll period in which the service was completed.
 2. The salary warrant, or an attachment, shall provide an itemized listing of any extra services payment.
- E. The mileage rate for bargaining unit member use of a personal vehicle (at the direction of the District) shall be the current applicable rate set by the Internal Revenue Service.
- F. The District shall reimburse bargaining unit members for loss or damage to personal property in the course of employment not occasioned by their own neglect, mistake, or negligence up to a maximum of \$300 per incident.
1. Bargaining unit members using their own tools, instructional equipment, or instructional materials shall have advance written approval of their immediate supervisor or the provisions for reimbursement shall not apply.
 2. Damage to bargaining unit members' automobiles shall not be covered unless the automobile is being utilized by the bargaining unit member at the written direction of the District.
- G. Upon appropriate written authorization for the bargaining unit member, the District shall deduct from the salary of any bargaining unit member and make appropriate remittance for such deduction to, but not limited to, annuities, credit unions, savings bonds,

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charitable donations, and any other plans or programs jointly approved by the Association and the District.

- H. In the event a bargaining unit member is overpaid wages or other compensation as a result of error or other circumstances, the bargaining unit member and the District have an obligation to inform the other of overpayment as soon as the overpayment is discovered.
1. In the event the District discovers an overpayment, it shall notify the bargaining unit member in writing of the amount and the reason it occurred. If the bargaining unit member agrees with the overpayment notice, the bargaining unit member shall sign a statement authorizing the deduction and return it to the District. Per Ed code 44042.5, “absent mutual agreement on the method reimbursement, the school employer shall proceed with recoupment pursuant to subparagraph (B) of paragraph (1).” A follow-up meeting shall be held between the bargaining unit member and a District representative.
 2. If the overpayment is \$150.00 or less, the District may deduct the full amount from the bargaining unit member’s next payroll check. If the overpayment is more than \$150.00, the District may deduct on a schedule mutually agreed upon by the bargaining unit member and the District.
- I. In the event a bargaining unit member is underpaid wages or other compensation, the bargaining unit member and the District have an obligation to inform the other as soon as the underpayment is discovered. The District will issue an off-cycle check in accordance with the off-cycle schedule, if not sooner, if the bargaining unit member requests it.
- J. Pay advice will be sent to members by the end of the fifth week of the school year. A revised pay advice will be sent to members who are moved on the salary schedule based on salary advancement units that have been submitted in accordance with Section B.7 of this article by the end of the first semester.

**ARTICLE III
HEALTH AND WELFARE BENEFITS**

- A. The District shall provide the following health and welfare benefits programs:
1. Medical insurance for each bargaining unit member and eligible dependent(s). (Self-Insured Schools of California (“SISC III”) --PBC80-D\$20 w/PBCH &Rx\$7-25).
 2. Dental insurance for the bargaining unit member and eligible dependent(s). (Delta Dental DD1000 or PPO1500A 75/1500).
 3. Vision Insurance for each bargaining unit member and eligible dependent(s) (VSP - C\$20).
 4. Life Insurance (Decreasing Term) for each bargaining unit member.

For the term of this Agreement, the District agrees to transfer to SISC III an amount equivalent to the full cost of the plan coverage per contract for the medical, dental, vision, and life insurance coverages set forth in this paragraph.

- B. The parties agree that medical, dental, and vision insurance programs administered by SISC shall continue to be utilized for the term of this Agreement. Any modifications to the District’s programs or providers shall be by mutual agreement between the District and the Exclusive Representative.
- C. For bargaining unit members whose assigned workday is less than the normal workday, the District shall prorate its contribution for health and welfare benefits based upon the ratio of the bargaining unit member’s workday to a normal workday.
- D. No in-lieu payments or contributions to programs other than those which the District provides above shall be made by the District for any bargaining unit members who elect not to subscribe to the benefits provided by this Article.
- E. Bargaining unit members on Board-approved unpaid leaves of absence shall have the option to receive District health and welfare benefit coverage(s) for the period of the leaves upon reimbursement to the Employer as long as the practice is allowed by the health and welfare benefit provider(s).
- F. Bargaining unit members who work a complete school year shall have benefits under the District’s health and welfare benefits programs effective through the last day of August of the succeeding school year as long as the practice is allowed by the health and welfare benefit provider(s).

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1. Bargaining unit members who are employed subsequent to the first day of the school year shall have health and welfare benefits commence on the first day of the month following the date of employment.
 2. Bargaining unit members whose employment is terminated prior to the close of the school year shall be covered by the District's insurance programs to the end of the payroll period in which the termination occurs.
- G. The District shall provide the surviving spouse and eligible dependent(s) of any deceased bargaining unit member with the health and welfare benefit contribution which has been made on behalf of the bargaining unit member for a period of three months following the death of an active certificated bargaining unit member, as long as such practice is allowed by the health and welfare benefit provider(s). After the three-month period, the surviving spouse may elect to continue in the same health and welfare benefit program for an additional period as specified in the Consolidated Omnibus Budget Reconciliation Act (COBRA) upon prepayment of the appropriate premium.
- H. The District shall provide a bargaining unit member who has qualified for a California State Teachers Retirement System ("CalSTRS") disability allowance with the health and welfare benefits contribution in effect for active bargaining unit members at the time the bargaining unit member was determined to be disabled. These contributions shall continue for five years, until age 65, or until the bargaining unit member no longer qualifies for the CalSTRS disability allowance, whichever occurs first.
- I. The Exclusive Representative agrees to participate on the District's Insurance Benefits Advisory Committee. The Committee will consider medical cost containment options.

Post-Retirement Employment Project Plan

- J. The District provides a post-retirement employment plan for bargaining unit members. To be eligible, a bargaining unit member must meet the criteria of this section and must either enter the plan and commence service under it during the term of this Agreement or have entered the plan pursuant to a prior Collective Bargaining Agreement. Except for such persons, the District assumes no obligation to continue the plan in existence after the end of the term of this Agreement.
1. To be eligible for this plan, each bargaining unit member shall:
 - a. Retire into CalSTRS or CalPERS.
 - b. Have served in the District for a minimum of ten years as a certificated bargaining unit member.

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- c. Have had a base salary equal to or greater than Class II, Step 11 of the certificated salary schedule for the year immediately preceding the first year of retirement.
 - d. Have attained the age of 55 years.
 - e. Have submitted a request to retire from regular employment with the District.
 - f. Have submitted an application for the post-retirement plan, with the understanding that should a post-retirement position not be found agreeable to the bargaining unit member and the District, the bargaining unit member may withdraw the request to retire and continue in their current District position.
2. Each year, the Human Resources Division shall solicit recommendations from bargaining unit members for post-retirement employment projects. A committee of three faculty appointed by the Association and three administrators appointed by the District shall select the post-retirement employment projects to be approved and shall select the successful applicants.
 - a. Approved projects shall be posted no later than the last day of March. Faculty may apply to be considered for any posted project by May 1. Selection of the successful applicants, the respective projects, and designation of each assigned project supervisor, shall be announced by June 1.
 - b. Bargaining unit members will be placed in not less than 60% of the posted projects.
 - c. The time lines of paragraph J.2.a shall be extended at the request of the committee.
 - d. No more than five percent of the certificated bargaining unit shall be allowed to enter this plan in any one fiscal year unless otherwise approved by the District.
3. The post-retirement employment plan shall be limited to a period not to exceed five years. The approved project may not commence until six months after the effective date of the bargaining unit member's retirement.
4. Participants in the plan shall serve a maximum of 30 days per year. The projects, by definition, shall be in the best interest of the District.

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5. Compensation for participants shall be \$10,000.00 for each school year of service under the plan. The participant's compensation shall be for 180 hours of service. Compensation for less than 180 hours of service shall be prorated.

Early Retirement Fringe Benefit Package

- K. A bargaining unit member covered by this Agreement who was hired by the District prior to October 2, 2006, and who retires into CalSTRS or CalPERS at age 55 or older with ten or more consecutive years of paid service to the District immediately prior to the date of retirement shall be eligible for and receive the applicable health and welfare benefit contribution made pursuant to Article III, Paragraph A, of this Agreement for active bargaining unit members after completion of the application process. A bargaining unit member who was hired by the District after October 2, 2006, must have 20 years of service in the Kern High School District (the last 10 of which shall be consecutive) in order to qualify for the benefit set forth in this paragraph. For the purposes of this paragraph, a General Leave of Absence of no more than one school-year duration granted pursuant to Article VIII, Paragraph G, shall not be considered a break in service.
 1. The contribution shall continue in effect until 65 years of age or until the retiree becomes eligible for other health and welfare benefits (e.g., Social Security, Medicare A). The term "eligible" shall mean the attainment of the age at which the retiree may apply for the benefits.
 2. For bargaining unit members who are not granted the employer contribution pursuant to this paragraph, the retiree may elect, with the approval of the insurance provider(s), to continue the health and welfare package upon making direct payments to the District.

**ARTICLE VIII
LEAVES OF ABSENCE**

The required leaves of absence listed in this Article are authorized by California or Federal law. The discretionary leaves of absence set forth herein have been established by the District as provided by Education Code §44963. The Certificated Employee Absence Slip is attached as Appendix F. Bargaining unit members are eligible for paid and unpaid leaves of absence as set forth in this paragraph.

EDUCATION CODE LEAVES--PAID

- A. **Regular Sick Leave** (Education Code §44978): Every full-time bargaining unit member shall be entitled to regular sick leave on the basis of ten days for the regular school year, plus one additional day for a bargaining unit member on an 11-month (extended) contract. Regular Sick Leave is credited as of the first day of each school year. Sick leave for part-time bargaining unit members shall be prorated.
1. A bargaining unit member, including extended day teachers, may use accumulated sick leave at any time during the year for accident, illness, or quarantine.
 - a. Unused sick leave shall accrue from school year to school year.
 - b. The District shall provide each bargaining unit member with a written statement of accumulated and credited sick leave total for the current school year as soon after the beginning of the school year as possible.
 - c. Sick leave taken shall be charged on a pro rata hourly basis. Bargaining unit members shall contact the District as soon as the need to be absent is known.
 2. Sick leave also may be taken for necessary medical examinations or treatments that cannot be scheduled outside of regular work hours.
 3. Pursuant to Education Code §44965, female bargaining unit members shall be entitled to utilize sick leave for the period of time required to be absent by reason of pregnancy or childbirth.
 - a. The period of leave, including the date upon which the leave shall begin, shall be determined by the bargaining unit member and their treating health care provider based solely on the bargaining unit member's physical ability to render service to the District.

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- b. A statement from the bargaining unit member's doctor as to the beginning of the leave shall be filed with the Human Resources Division.
 - c. The date of the bargaining unit member's return to service shall be based upon her treating health care provider's analysis and written verification of the bargaining unit member's physical ability to render service to the District.
4. Pursuant to Education Code §44977, when a bargaining unit member has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from duty for an additional period of five school months, the amount deducted from the bargaining unit member's salary for any of the additional five months in which the absence occurs shall not exceed the sum that is actually paid a substitute employee or the amount that would have been paid to the substitute had one been employed. This amount (called "sub dock") will be \$35 per period/hour or \$54 for long term per period/hour, reported to the Association President annually at the beginning of each school year.
 - a. If the school year ends before the five-month period is exhausted, the balance of the five-month period is carried over to the following school year.
 - b. As provided by Education Code §44978.1, when the teacher exhausts the extended sick leave period, the teacher shall be placed on a re-employment list for a period of 24 months if the teacher is on probationary status, or for a period of 39 months if the teacher is on permanent status. The teacher's return to work shall be as provided by Education Code §44978.1.
 - c. The terms contained in paragraph A.5, inclusive of this Article, are not intended to expand the benefits provided by Education Code sections 44977, 44978, and 44978.1.
 - d. The District may require verification by a licensed physician's or practitioner's statement that is acceptable to the District.
5. Pursuant to Labor Code §233, a bargaining unit member may use up to ten days of available sick leave per calendar year to attend to the illness of another person as required by the statute.
6. The District may require a verification by a licensed physician or practitioner for any absence which exceeds five days. If the District has reason to believe that a bargaining unit member has returned to work, or will return to work, and is not

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yet fit to render service, the District may require verification by the bargaining unit member's treating health care provider of the bargaining unit member's ability to return to work and render services to the District for any medical absence which exceeds ten or more consecutive days, or was due to a surgical procedure.

7. If a bargaining unit member utilizes a partial day of sick leave that necessitates a period substitute, the bargaining unit member shall be charged for the number of hours actually requiring a substitute. The bargaining unit member will not be charged for a substitute during their preparation period unless the number of periods absent exceeds two paid periods of substitute time.
8. Bargaining unit members are not required to find coverage for their absences.

B. Personal Necessity Leave (Education Code §44981): Bargaining unit members may utilize the ten days of regular sick leave provided pursuant to the Article in cases of personal necessity.

1. Personal necessity leave shall be granted upon request for the following reasons:
 - a. Death or critical illness of a member of the bargaining unit member's immediate family. (Exception: The seven-day limit for critical illness is per occurrence as long as the bargaining unit member has exhausted severe illness leave and provides verification acceptable to the District.)
 - b. Accident involving the person or property of the bargaining unit member or the person or property of a member of the bargaining unit member's immediate family. The accident must be of such a serious nature that the immediate presence of the bargaining unit member is required.
 - c. Nationally recognized religious holidays.
 - d. The funeral of a person who was not a member of the bargaining unit member's immediate family.
 - e. The following obligations shall be limited to three days per obligation:
 1. The unpaid service to non-profit organizations who are performing for students during the school day;
 2. Graduation (restricted to immediate family [eighth grade or above]);
 3. Silver, Golden Anniversary (restricted to the bargaining unit member and immediate family of the bargaining unit member);
 4. IRS tax audit;

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5. Wedding (restricted to the bargaining unit member and immediate family of the bargaining unit member);
 6. Principal speaker (recognized service, professional organization, honor society [unpaid]);
 7. Service to local, regional, and state organizations related to public education in which the bargaining unit member serves in an official capacity as an officer or committee member. If the organization compensates the District for the full cost of the bargaining unit member's absence, no time shall be deducted from sick leave.
 8. Such other reasons as approved by the District.
2. Up to ~~two~~ ten days of leave under this paragraph may be utilized by a bargaining unit member without having to state a reason, subject to the following restrictions:
 - a. The days shall be limited to the equivalent of the bargaining unit member's contractual workday and shall be charged in one-day blocks of time.
 - b. No day before or day after Thanksgiving break, Winter (Christmas) break, or Spring (Easter) break may be utilized. No pre-school workdays or scheduled staff development days and days of final examinations may be utilized. Three-day advance written notice is mandatory.
 3. A bargaining unit member should, but shall not be required to, give advance notification for leave taken for the reasons set forth in paragraph B.1.a or B.1.b of this Article. If the bargaining unit member is unable to give prior written notice, the bargaining unit member shall give verbal notice to the principal or designee prior to taking the leave, if possible, and shall provide written notice upon the bargaining unit member's return.
 4. Personal necessity leave may be granted upon request for that portion of a workday required to cover emergency occasions that are unavoidable and of a serious nature involving circumstance which the bargaining unit member cannot be expected to disregard and which may not be conducted at a time other than during the bargaining unit member's regular duty hours.
 5. Except for leaves pursuant to paragraphs B.1.a and B.1.b of this Article, bargaining unit members shall file a written request for permission to take a

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personal necessity leave with the principal or designee at least three days in advance of the day on which the personal necessity leave is intended to be taken.

- a. If the need to utilize personal necessity leave is not known to the bargaining unit member within the three-day notice requirement, the written request shall be made as much in advance as possible.
- b. If, due to circumstances beyond the bargaining unit member's control, it is impossible to request advance permission and the bargaining unit member determines to take time off, the bargaining unit member shall give verbal notice to the principal or designee, and shall file the leave request immediately upon return to duty. The request shall specify the reason for the inability to file an advance notice along with appropriate supporting documents, if any.

6. With regard to requests under paragraph B.1.e of this Article, the Human Resources Division, shall, on a non-precedential basis, grant or deny request for personal necessity leave based upon the circumstances of each individual case.

- a. The request for such leave shall be on the form specified by the District, dated and signed by the bargaining unit member, setting forth the nature of the personal necessity involved.
- b. If the request is granted, the time off shall be charged to the bargaining unit member in the manner as sick leave.

C. **Bereavement Leave** (Education Code §44985): Every bargaining unit member shall be entitled to five days, or seven days if travel out of state is required, of paid non-cumulative leave of absence because of the death of any member of the bargaining unit member's immediate family. The District shall require the use of bereavement leave before personal necessity leave days are used for purposes allowed in this paragraph. This leave shall not be deducted from sick leave.

D. **Industrial Accident and Illness Leave** (Education Code §44984): A bargaining unit member shall be entitled to industrial accident or illness leave for any job-related accident or illness in the amount of up to 60 days during which the schools of the District are required to be in session or when the bargaining unit member would otherwise have been performing work for the District in any one fiscal year for the same accident. Such leave shall not be cumulative.

3. Such benefits shall be in addition to other sick leave benefits provided by the District and shall commence on the first day of absence.

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4. The benefits provided by paragraph D, inclusive, of this Article shall not be available to a bargaining unit member until the bargaining unit member has worked for the District for one full year.
- E. **Sabbatical Leave** (Education Code sections 44966 through 44976): A full-time bargaining unit member who has served a minimum of seven consecutive years in the District may be eligible for a sabbatical.
3. Leaves may be granted by the District for any period of time it considers appropriate at one-half salary for the period of the leave.
 4. Each bargaining unit member who has been granted leave shall file a written report immediately upon returning to active duty. The report shall include not only a summary of leave activities, but also an appraisal of the professional value of the leave.

DISCRETIONARY (DISTRICT-ADOPTED) PAID LEAVES

- F. **Substitute Deduction Leave** (Education Code §44963): A bargaining unit member may apply for a leave of absence on a substitute deduction basis. The Human Resources Division may grant or deny the request. The pay of a bargaining unit member who is granted a leave shall be reduced by an amount equal to the substitute's daily pay in effect at the time of the leave, times the number of days taken.
- G. **Severe Illness Leave** (Education Code §44963): Up to five days total per school year of paid non-cumulative leave of absence that is not deducted from Regular Sick Leave due to severe (i.e., life-threatening) illness in the bargaining unit member's immediate family. A physician's or practitioner's verification may be required.
- H. **Child Adoption Leave** (Education Code §44963): Up to five days total per school year of paid non-cumulative leave of absence that is not deducted from Regular Sick Leave for the purpose of adopting a child.
- I. **Court Leave** (Education Code sections 44036(a) and 44036(c)): Paid leave for the actual time required to appear as a witness in court, other than as a litigant for gains of an individual or private nature, or to respond to official order from another governmental jurisdiction for reasons not brought about through connivance or misconduct of the bargaining unit member.
- J. **Jury Duty Leave** (Education Code sections 44036 (b) and 44036(c)): Paid leave for as many days as are required by the court for regular jury service. When a bargaining unit member is called for jury duty, the bargaining unit member shall be released from their

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assigned duties in time to report directly to the court. If the bargaining unit member is impaneled on a jury, the bargaining unit member shall not be required to report to work on any day when the jury is required to meet until the jury is discharged.

- K. **In-Service Leave** (Education Code §44963): A bargaining unit member may, with the recommendation of the Superintendent and the approval of the Board, receive a paid leave of absence for the purpose of attending other classes, workshops, conferences, or programs that are designed exclusively for the purposes of assisting the bargaining unit member in the performance of assigned duties. Transportation and expenses may be provided at the discretion of the District.
- L. **Exchange Teacher Leave** (Education Code §44963): A bargaining unit member may, at the discretion of the District, receive an exchange teacher leave without loss of pay for the purpose of participating in an approved teacher exchange program. The Human Resources Division must approve the instructor in exchange. Such leave shall not be considered a break in the continuity of service for salary, sabbatical leave, layoff, or retirement purposes.
- M. **General Leave** (Educational Code §44963): A bargaining unit member may apply for an unpaid leave of absence of up to 12 calendar months for any purpose that is acceptable to the employer. An unpaid leave of five days or less is subject to approval of the Board. Unless otherwise required by law, the Employer's contribution to the Health Benefits Program terminates on the first day of the month following the month in which the unpaid leave commences. The length of the leave, including its beginning and ending date, shall be specified by the District. If the leave is granted for a period of less than five days, there will be no additional payroll deduction for health and welfare benefit payments.

NON-EDUCATION CODE LEAVES--PAID

- N. **Child-Bonding Leave** (Government Code §12945.2): Up to a total of 12 work weeks per calendar year as long as an eligible bargaining unit member has sufficient Regular Sick Leave, earned Vacation time, and/or compensatory time credits.
 - 1. The reasons for the leave are:
 - a. Birth of a child of the bargaining unit member; and
 - b. A child has been placed with the bargaining unit member for adoption or foster care.

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2. Bargaining unit members are eligible for maternity or paternity leave benefits pursuant to education Code §44977.5.
 3. Health insurance contributions are made as provided by applicable provisions of California or Federal law and regulations for the entire 12-week period.
- O. **Family Sick Leave** (Labor Code §233): Up to ten days of paid leave per calendar year to attend to the illness of a parent, child, or spouse, charged to Regular Sick Leave balance.
- P. **Military Leave Paid Leave** (Military and Veterans Code section 395).

NON-EDUCATION CODE LEAVES--UNPAID

- Q. **Family Medical Leave Act:** An unpaid leave that provides up to 12 weeks in a 12-month period. Health insurance contributions are made as provided by applicable provisions of California or Federal law and regulations.
- R. **Military Leave:** Unpaid leave (Military and Veterans Code section 395).

GENERAL PROVISIONS

- S. **Immediate Family Defined:** For the purpose of this Article, the bargaining unit member's immediate family shall be defined as the mother, father, grandmother, grandfather, or grandchild of the bargaining unit member or the spouse of the bargaining unit member and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, stepson, stepdaughter, stepbrother, or stepsister of the bargaining unit member, or any relative of the bargaining unit member living in the immediate household of the bargaining unit member. Pursuant to Family Code sections 297 and 297.5(a)-(c), or successor statutes if applicable, the term "spouse" includes a registered domestic partner. A bargaining unit member who claims any benefit pursuant to the terms of the Article or the Agreement must have valid proof of the registered domestic partnership on file with the District.
- T. **Provisions for Salary and Fringe Benefits:** Bargaining unit members on paid leaves of absence shall receive the health and welfare benefit contributions set forth in Article III throughout the duration of the leave of absence. Unless otherwise required by law (e.g., FMLA/CFRA related to paragraphs N and Q), bargaining unit members on unpaid leaves of absence of more than five days will, as long as the practice is allowed by the insurance provider(s), maintain eligibility for health and welfare benefits set forth in Article III by paying the District, on a schedule established by the District, the amount of money equal to the premium for the various fringe benefits for the period of the leave.

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- U. Return to Position: except as provided by Article VII, paragraphs J through M, or as otherwise provided by law, bargaining unit members returning from a paid leave of absence shall be reinstated to the school and department to which they were assigned when the leave was granted. Upon reinstatement, the bargaining unit member will become a member of that department for purposes of transfer and reassignment, should that process be implemented.
1. If the bargaining unit member was not assigned to a school and department at the time other leave was granted, then the bargaining unit member shall be returned to the employment status in effect at the time leave was granted.
 2. Except as provided by law, when a bargaining unit member returns from an unpaid leave, an effort will be made to reinstate the bargaining unit member to the position held at the time leave was granted or to as nearly identical a position as possible.
- V. Status of Leave Provisions: This Article shall be considered to be the policy of the Board of Trustees, and these provisions constitute Board policy on leaves of any duration for any accident, illness, or any other reason. No bargaining unit member may utilize or be granted any leave of absence except for the exact causes and pursuant to the specific procedures set forth in this Article.

CATASTROPHIC LEAVE PROGRAM (Ed Code 44043.5)

- W. The District shall establish a catastrophic leave program to which eligible bargaining unit members may donate earned and unused sick leave.
1. This donation shall be irrevocable and shall be accomplished by the bargaining unit member completing a written form entitled “Catastrophic Leave Program Donation Form.” The form shall clearly state that the sick leave days being donated are irrevocably given to the Catastrophic Leave Program, and cannot be rescinded for any reason whatsoever. A donation to the Catastrophic Leave Program shall be a general donation and shall not be donated to a specific employee for their exclusive use.
 2. “Catastrophic illness” or “injury” shall be defined as an illness or injury that is expected to incapacitate an employee for an extended period of time, or that incapacitates a member of the employee’s family whose incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because they have exhausted all of their sick leave.
 3. Governing Committee
 - a. The Governing Committee shall be composed of five members:

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- i. Three bargaining unit members appointed by KHSTA;
 - ii. Two administrators appointed by the District.
 - b. The duties of the Governing Committee shall include the following:
 - i. To approve requests for withdrawal from the leave bank consistent with the terms and conditions set forth in this section;
 - ii. To make any additionally necessary governing decisions relative to the operation of the leave bank consistent with this section.
 - c. Governing decisions will be made by consensus where possible. Where a consensus decision cannot be reached, the governing decisions will be made on the basis of four or more votes.
4. Qualifications to Make Donations - a bargaining unit member must meet the following qualifications in order to make an irrevocable donation to the catastrophic leave bank:
 - a. The bargaining unit member must be a certificated employee of the District per Article 1.
 - b. The bargaining unit member must have an accumulated sick leave balance of at least ten (10) days at the start of the school year in which the donation is made.
5. Qualifications to Participate - an eligible bargaining unit member wishing to participate in the catastrophic leave bank must donate a minimum of one (1) day of sick leave to the bank every three years. A bargaining unit member may not donate more than twenty-five percent (25%) of their accumulated sick leave in any one school year.
6. Maximum Number of Sick Days in Leave Bank
 - a. Maximum number of sick days which may be accumulated in the sick leave bank is two thousand (2000) days.
 - b. Any days remaining in the leave bank at the end of the school year will be credited to the leave bank for the next school year not to exceed two thousand (2000) days.
7. Qualifications of Recipient
 - a. Any bargaining unit member who meets the definition of catastrophic illness or injury provided in paragraph W.2 above and who has donated into the leave bank is eligible to apply for use of sick leave days in the catastrophic leave bank.
 - b. To be eligible for use of leave bank days, the bargaining unit member must have exhausted all available accrued full paid sick leave. Upon exhaustion of all available full paid sick leave, eligible unit members may use catastrophic leave and then, upon exhaustion of catastrophic leave, utilize differential pay.
 - c. A bargaining unit member must use all paid leave credits that they continue to accrue on a yearly basis before receiving sick leave days which have been donated to the catastrophic leave bank.

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- d. The maximum number of days to be utilized by one bargaining unit member for a single catastrophic illness shall not exceed fifty (50) days or fifty percent (50%) of the total available leave bank, whichever is less. Any unused leave days are returned to the Catastrophic Leave Bank.
 - e. Any bargaining unit member requesting use of sick leave days in the Catastrophic Leave Bank must provide the Governing Committee with written verification of the catastrophic illness certifying that they meet the definition of "catastrophic illness or injury" set forth in Paragraph W.2. Such verification must be prepared in writing by a licensed physician. The Governing Committee may require the bargaining unit member who is incapacitated to undergo an examination by a physician selected from a list supplied by the District, at the District's expense, to verify the injury or illness, the degree of disability, and the anticipated length of disability.
8. Recipients of leave bank days shall receive those days in the form of their regular salary; the cost of a substitute, if employed, shall not be deducted from the sick leave. Leave granted under this provision shall not preclude the District from designating such leave as FMLA/CFRA qualifying or as otherwise permitted by law.
9. Procedures for Leave Day Donations will be as follows:
 - a. The annual donations for the catastrophic leave bank shall be conducted by the KHSD/KHSTA during the months of September, October, and November of each school year. The Governing Committee shall develop all forms which are to be used by KHSD/KHSTA for purposes of donation. All donation forms must be received by the Payroll Office no later than the last working day in December of each school year.
 - b. Bargaining unit members hired after the donation window of September through November of the school year may make a donation of sick leave within thirty (30) days of employment.
 - c. All requests for use of accumulated sick leave hours in the catastrophic leave bank shall be presented in writing to the District. The district shall forward the written requests to the Governing Committee. The Governing Committee shall provide the bargaining unit member with a copy of this contract provision. It shall be the responsibility of the bargaining unit member to satisfy all conditions of eligibility.

ARTICLE IX

HOURS AND PROFESSIONAL RESPONSIBILITIES

Regular Workday

- A. The regular workday for bargaining unit classifications shall be as follows:
1. Except as set forth in paragraphs A.2 through A.4 of this Article, the workday for full-time and part-time bargaining unit members begins 15 minutes before their first assigned teaching or preparation period and ends 15 minutes after their last assigned teaching or preparation period each day.
 2. For full-time TOSAs, the workday is eight continuous hours, inclusive of a lunch period. For full-time Discovery and Kern Learn teachers, the workday is seven and one-half continuous hours, inclusive of both a lunch period and the before and after school time set forth in paragraph A.1, above. The workday for the listed positions shall be scheduled by mutual agreement of the chief site or program administrator and the bargaining unit members. Work schedules for TOSAs and Kern Learn teachers may be flexed to account for mandatory attendance meetings that are scheduled for evening hours.
 3. For full-time counselors, the regular workday shall be eight continuous hours, inclusive of a lunch period. Scheduled beginning times as well as lunch periods and breaks may be staggered, with mutual agreement, in order for counselors to be available for parent and student appointments during regular school office hours at the assigned site.
 4. For full-time nurses, the regular workday shall be seven and one-half continuous hours, inclusive of a lunch period. Starting times will be determined by mutual agreement.
 5. For full-time psychologists, the regular workday shall be eight ~~and one-half~~ continuous hours, inclusive of a lunch period. Starting times will be determined by mutual agreement.
 6. During the workday, bargaining unit members are required to perform the normal duties and responsibilities of the position as outlined by their job descriptions.
 7. During the regular workday, which includes the preparation period if the assignment provides for one, bargaining unit members shall remain on campus unless otherwise authorized by the chief site administrator or designee.

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Authorization to leave campus shall be withheld only for good and sufficient reasons.

8. When time has been banked for inclement weather delays and there is a delayed school opening, ~~bargaining unit members~~ teachers shall report to work at least 15 minutes before their first assigned teaching or preparation period. ~~Counselors~~ All other bargaining unit members report two hours later than their regular reporting time. If local school administration has set a regularly scheduled bargaining unit member meeting prior to school, attendance shall not be required unless the bargaining unit members are notified to the contrary by a schoolwide announcement and/or by email.
9. TOSAs, Kern Learn, Discovery, counselors, nurses, and psychologists, may leave two hours early on the Fridays before the following breaks: Thanksgiving, Christmas, Easter, and Memorial Day based on the Board-approved Student Attendance Calendar.

Additional Duties

- B. In addition to the duties which bargaining unit members are required to perform during the regular workday, bargaining unit members may be required to perform other assigned duties outside of the regular workday.
 1. Such duties shall include the following examples: providing leadership of student activities and organizations related to the bargaining unit member's regular assignment; attending faculty, departmental, or grade level meetings called and/or approved by the immediate administrator; Back to School Night, and communicating and conferencing with pupils, parents, staff, and administrators. ROC teachers shall provide for the location of classroom/internship sites and the placement of students in those sites; they shall initiate and maintain contact with parents and industry officials; they shall plan, develop, and be involved with career days and career fairs.
 - a. Faculty, departmental, or grade level meetings ~~called and/or approved by the immediate administrator, in addition to those covered by banked time,~~ are limited to banked time hours, two per month. Any meetings called during non-duty time shall be limited to two per month and be compensated at the bargaining unit member's hourly rate.

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- b. The District and school sites will not schedule teacher-related meetings after school on the 1st and 3rd Wednesdays and the 2nd Tuesday of each month until after 7:00 p.m.
 - c. Administrators and counselors will arrange parent/teacher conferences with teachers by mutual agreement. Any parent-requested conference must be held within five days.
 - d. An administrator will not approve a parent visitation to a teacher's classroom without the agreement of the teacher. The administrator will give the teacher at least one day's notice that a parent visit has been scheduled once the teacher has agreed to the visit. A teacher shall not deny a parent request to visit a classroom unless a prior contact between the parent and teacher has established that a classroom visit would be disruptive to the education process. At the request of the teacher, there shall be a conference between the parent, administrator, and teacher prior to a classroom visit.
 - e. A parent-initiated contact with a teacher or counselor regarding their student (by telephone or email) shall be responded to as soon as practicable, but in no case, more than three workdays in which the bargaining unit member is on site. Teachers and counselors have access to an outside telephone line where conversations cannot be overheard.
 - f. Administration will work to ensure that special education teachers will have a private and confidential place to complete required testing of students.
 - g. A written response to a teacher referral to a counselor or dean of students shall be made within five workdays of the date of the referral.
 - h. All bargaining unit members will complete up to eight hours of mandatory compliance training prior to September 30th of each school year.
2. The following procedures shall be used to determine department chairs;
 - a. Candidates will apply and be selected by a process as determined by the chief site administrator.
 - b. Candidates will be selected for a term of up to three years with the possibility to reapply at the end of each term.
 3. A special duty supervision assignment ("adjunct duty") is a duty where a teacher supervises student behavior at a school-sanctioned event. Teachers may be

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expected to perform a maximum of four adjunct duty assignments for which bargaining unit members do not receive pay per year. The chief site administrator or designee shall provide a list of adjunct duties by the end of the first week of each semester. A school site may designate certain “game management” or “event operation” assignments (e.g., running game clocks, timing/running events) that may be counted as an adjunct duty under this provision by mutual agreement between the site administration and the teacher. In the unforeseen event that a game or an event is rescheduled that arise outside of the district’s control, an updated adjunct list will be sent out. Adult school contract teachers, counselors, Discovery teachers, Kern Learn teachers, certificated school nurses, ROC teachers, speech language pathologists, school psychologists, and TOSAs shall not be required to supervise student extracurricular activities.

- a. Except by mutual agreement, only one adjunct duty per year may be on a Friday.
- b. Except by mutual agreement, only one adjunct duty per year may be on a Saturday.
- c. There will be no adjunct duties on a Sunday, a three-day weekend, or during a holiday period.
- d. Consistent with current practice, school site administration should adhere to the following guidelines:
 1. A reasonable assigned time span for most adjunct duty events is ~~three~~ two and one-half hours or less.
 2. If the assigned time for the duty is more than ~~three~~ two and one-half hours but less than ~~four~~ three hours, the affected bargaining unit member shall be compensated at the contract hourly rate in Appendix B, Table IV, for one-half hour.
 3. In all cases, credit (and payment) for adjunct duty assignments is only for the time assigned. It is understood that bargaining unit members may remain in attendance at an assigned event of their own volition due to interest, affiliation, or commitment to the event, organization , or program.
 4. If the assigned time for the duty is ~~four~~ three or more hours, the bargaining unit member shall be credited with two adjunct duties

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or released at the ~~four~~three-hour point at the discretion of the appropriate administrator.

- e. Teachers will have the opportunity to sign up for the activity that they want to supervise.
4. Assigned duties that counselors perform outside of the regular workday include, but are not limited to, FAFSA Night, College Information Night, College Night for Bakersfield Community, 8th Grade Orientation, 8th Grade Registration Night, GATE Parent Night, Scholarship Night, and Graduation. A counselor will not be assigned to duties on more than ~~six~~ eight nights per school year. Counselors will have the opportunity to sign up for the activities that they want to perform.
5. A credentialed bargaining unit member will not be assigned a directed study course without their agreement.
6. A teacher will not be assigned a student who is auditing a class without their agreement unless the student was enrolled with no transfer grade or was enrolled too late to receive credit for the class. The last dates for students to receive credit for a course will be communicated to the bargaining unit by the end of the first week of each semester.
7. A bargaining unit member who is involuntarily displaced from their office or classroom during the school year, and is required to move, shall be compensated, at the bargaining unit member's discretion, at their hourly rate up to six hours or provided release time up to six hours/periods during the workday.

Lunch Periods

- C. Each regular day school teacher, adult school contract teacher, continuation school teacher, and ROC teacher shall have a duty-free lunch period of equivalent duration of the student lunch period at the individual school site except in unusual circumstances as determined by the chief site administrator.
 1. The duty-free lunch period for all other unit positions shall be determined by mutual agreement of the chief school site or worksite administrator and the bargaining unit members in the classification. Lunch period schedules of these unit positions will be determined and put in writing at the beginning of each quarter. Changes to the schedule will be made based upon mutual agreement.
 2. The minimum time for lunch shall be 30 uninterrupted minutes.
 3. A bargaining unit member is not required to remain on campus or work site during their lunch period.

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Teaching Assignments

- D. Each regular day school teacher shall teach up to a maximum of five periods per day. Period assignments may be altered to allow for six teaching periods during Fall semester and four periods during Spring semester on mutual agreement between the teacher and the chief site administrator or designee.
1. Each full-time adult school contract teacher shall teach a maximum of 30 hours per week.
 2. Each full-time ROC teacher shall teach a maximum of two, 180-minute periods per day.
 3. Each full-time independent study teacher shall teach a minimum of six periods per day.
 4. Each full-time Kern Learn teacher shall teach a minimum of six periods per day which includes one orientation period.
 5. Each full-time continuation school contract teacher shall teach five periods to a maximum of 325 instructional minutes per day, which includes a regular preparation period.
 6. An extended day teacher (teaching or duty period) shall receive regular compensation for any day that students are assigned to extended day class.
 7. If a counselor is assigned to the classroom part-time, the teaching periods will be scheduled together and placed at the beginning or the end of the school day whenever possible.
 8. Each full-time ABLE teacher shall teach up to a maximum of six periods per day.

Preparation Periods

- E. Preparation periods are scheduled on a daily basis except for days of state-mandated testing which use a final exam (or equivalent modified) schedule and final exam schedules for the listed teaching positions and assignments as follows:
1. Regular day school teachers:
 - a. Five teaching periods plus extended day teaching or duty assignment pay in lieu of scheduled preparation period.
 - b. Five teaching periods - schedule preparation period.
 - c. Four teaching periods (4/5 assignment) only - schedule preparation period.

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- d. Three teaching periods plus two-period counseling, administration, or counseling/administration assignment - scheduled preparation period.
 - e. One to three teaching periods (3/5 assignment) only - no preparation period.
2. Full-time special education teachers:
- a. Moderate/Severe Credential Level assignments, five teaching periods - scheduled preparation period.
 - b. Mild/Moderate Credential Level assignments, five teaching, co-teaching, or push in periods - scheduled preparation period.
 1. Beginning the 2023-2024 school year, Mild/Moderate Credential Level Assignments will be given seventy (70) periods per year ~~include five scheduled teaching periods and one scheduled preparation period with noted exceptions below unless otherwise agreed to by the parties: One daily scheduled office hour will be available, if requested of school site administration, during the first 30 calendar days of the school year for teachers to provide students with the required assessments and to develop Individual Education Plans (IEPs). Teachers will schedule the time as needed (by period or by day) to best fit student schedules and state deadlines.~~ Additional time can be requested from administration if needed and will be approved on a case by case basis. Teachers are not obligated to utilize the entire ~~30 calendar days~~ 70 periods if they believe it is unnecessary. ~~From October 1st through May 31st of the school year, teachers will have up to three days each calendar month, if requested by school site administration, to utilize one scheduled office hour per day to provide students with required assessments and to develop IEPs.~~
 - a. Office periods will be requested by the special education teacher on a form developed by the District Office Special Education Department and approved by the school site administrator at least three school days in advance, if possible.
 - b. The affected general education (co-teacher or push in) will be notified by the site administrator or their designee.

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- ~~2. All scheduled office hours must be approved by the school site administrator at least three school days in advance of the first scheduled office hour.~~
- ~~3. The affected general education (co-teacher or push in classroom) teacher must be notified by the mild/mod teacher three days in advance, or as soon as possible, of scheduled office hours approved by the administration.~~
- c. Speech Language Pathologist - assignment includes caseload and time scheduled for office tasks that will be determined by mutual agreement.
3. Full-time continuation school teachers: As provided by paragraph D.5 of this Article, the daily instructional minutes include a scheduled preparation period.
4. All of the following full-time positions do not have a scheduled preparation period: Audiologists, BAS teachers, counselors, independent study teachers, certificated school nurses, Kern Learn teachers, program specialists, ROC teachers, teacher librarians, TOSAs, and Title 1 coordinators.
5. All of the following “six for five” positions qualify for extended day duty periods (non-additional teaching period or non-ATP), but do not have a scheduled preparation period: BAS teachers, independent study teachers, Kern Learn teachers, and teacher librarians.
6. “Six for five” positions who are not a teacher of record (ELD Coordinators, Title 1 Coordinators, and TOSAs) receive the TOSA six percent (6%) stipend.
7. In order to be eligible for an additional teaching period (ATP), all of the following must apply:
 - a. The bargaining unit member must have a prep period as defined above.
 - b. The bargaining unit member must have six regular instruction periods that require the following:
 - i. Taking attendance on a daily basis for each scheduled period,
 - ii. Determining a letter grade for the completion of credit, and
 - iii. Direct instruction to a group of students on a daily basis for each scheduled preparation period.
8. All other extended day duty periods will be paid as defined in Appendix B, Table III.
- F. When period substitutions are assigned during a teacher’s preparation period, they shall be assigned to volunteer on a rotational basis when possible. If the site administrator or

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designee is unable to assign a volunteer to period substitution duty, a non-volunteer shall be assigned. The assignments shall be rotated to the extent practicable. A teacher who does not opt to earn credit toward time off as set forth below shall be compensated at the contract hourly rate in Appendix B, Table IV. Continuation school teachers will be compensated at their hourly rate for the actual number of hours they sub.

1. Unit members will be assigned to period sub in the following order:
 - a. All teachers with an assigned preparation period for the period in question;
 - b. Teachers with an unassigned period, if they agree to sub;
 - c. Available teachers with administrative or other duty period;
 - d. Half of the available administrators in attendance on that day;
 - e. Available members who have a six-period assignments, such as ELD Coordinators, Title 1 coordinators, counselors, and other members with no assigned preparation period who are not supervising students that period.
2. Regular day school teachers who substitute or who are needed to proctor final examinations or state-mandated tests during their preparation period may opt for compensatory time off instead of pay. Teachers shall select either compensatory time off or pay at the contract hourly rate at the beginning of each school year. Those who choose the time off shall earn a credit of one hour for each period of substitution.
 - a. When five hours of credit are accumulated, the teacher shall be awarded a day off of work without loss of pay on three days' advance notice. The day off would be granted automatically unless sufficient substitutes were unavailable or on scheduled staff development days, days of state-mandated testing when the teacher has been assigned to proctor the test, or final examination days. Hours may also be taken off on a period by period basis with the same notification.
 - b. No more than two days off may be taken in any one school week.
 - c. A bargaining unit member who completes the work year with hours of credit shall be compensated at the contract hourly rate.
3. Period substitutions during final examinations shall be compensated on a per-hour basis.
4. A teacher who is requested or assigned to attend site required (WASC, dept, etc.) meetings during their preparation period or outside of school hours shall be compensated at the contract hourly rate.

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5. A teacher who is assigned to ~~more than four~~ an IEP or 504 Plan meetings ~~per semester~~ during their preparation period shall be compensated at the hourly rate, ~~beginning with the fifth meeting~~. Every effort will be made to rotate teachers used in IEP and/or 504 meetings. A bargaining member unit will not be required to attend more than four IEP and/or 504 meetings during the same period in a single semester. A bargaining unit member who is assigned to an IEP or 504 meeting prior to or after regular school hours shall be compensated at the contract hourly rate.
6. TOSAs who are unable to use their flex time shall be compensated at the contract hourly rate in Appendix B, Table IV at the end of the school year.
7. The provision for payment under the terms of paragraph F, inclusive, does not apply to a bargaining unit member who receives an Extra-Duty Stipend for an activity that encompasses the bargaining unit member's assigned preparation time.

Work Year

- G. The regular work year of bargaining unit classifications during each school year shall be as follows:

Contract Day Classification

186	Counselors
185	Audiologists
183	Adult School Teachers on contract, classroom teachers on contract, independent study teachers (including Discovery and Kern Learn teachers), program specialists, ROC teachers, <u>speech language pathologists</u> , teacher librarians, TOSAs, and Title I Coordinators (Note: Each full-time agriculture teacher may be assigned to work up to a maximum of 36 extra work days per school year at their daily rate of pay based on a detailed work plan, work schedule, and time cards submitted by each teacher and approved by the school principal. Part time agriculture teachers may have a prorated assignment. Each school site may assign up to 20 extra days of work at their daily rate of pay to be split between a full-time athletic and activities director dependent upon district funding.)
193	School Psychologists (<u>Note: Each full-time psychologist will begin at least five days prior to the first day of teacher attendance. Five additional days</u>)

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	<u>may be taken on any district non-student work days, including those during the school year to meet the 193 day requirement).</u>
199	<u>Certificated School Nurses (Note: Each full-time certificated school nurse will begin ten days prior to the first day of attendance. At least two days will be worked after the final day of student attendance. Four additional days may be taken on any district work day, including those during the school year to meet the 199 day requirement).</u>
203	<u>Athletic Directors</u>
As assigned	Adult School Hourly Teachers (20 or more hours per week)

Bargaining unit members in their first year of employment with the District may be required to work on an additional inservice day.

1. The current school year calendar shall be attached as Appendix H.
2. The calendar shall include an additional scheduled instruction/work day (i.e., 187/184) in case a school or District closure occurs, and a state waiver is not granted.

Banked Time

H. After the approval of the student attendance calendar, the Assistant/Associate Superintendent of Human Resources and the Association President will determine the number of early outs school sites will have for the following school year. The chief site administrator and the official site representative of the Association shall then meet to develop a proposal for use of banked time, other than time banked for inclement weather, for the subsequent school year at their site. A school site's approved Banked Time schedules are maintained at the site administration office and submitted to the District's Office of Instruction.

1. Each site shall bank minutes for inclement weather and meetings/early outs as directed by the District. The site proposal on how the banked minutes will be used--to be voted on by bargaining unit members--shall be developed by the beginning of the last week of the third grading period, using a form agreed upon by the District and the Association.
2. Banked time may be used for, but not limited to in-service needs, staff meetings, final exams, special schedules, early outs, and WASC preparation.
3. Upon completion, the proposal shall be submitted to the bargaining unit members for approval as follows:

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- a. A secret ballot will determine approval of the proposal and shall be held at a mandatory staff meeting jointly led by the chief site administrator and the official site representative(s) of the Association. The staff meeting shall be announced to all bargaining unit members at least 72 hours prior to the meeting.
 - b. The ballot shall include an itemized, line-by-line account of each component of additional minutes that are proposed to be banked. Each of these items will be voted on separately as an approve or disapprove option.
 - c. All bargaining unit members who are present at the meeting and who will be assigned to the school site for the following school year will have the opportunity to vote.
 - d. A simple majority of those voting will constitute approval for each component of the proposal.
 - e. The meeting and subsequent vote must be taken by the end of the first week of the fourth grading period. Ballots shall be counted by the chief site administrator, or designee, and the Association representative(s) immediately following the vote.
 - f. If a component is not approved, the chief site administrator and the official site representative(s) of the Association may meet and resubmit a revised component for a vote. If the banked time vote has not been passed by May 15th, the unapproved banked time will be unassigned.
 - g. Once a banked time plan has been approved, the chief site administrator and Association representative(s) shall approve a schedule for all banked time items. A copy of the approved schedule shall be provided to site bargaining unit members prior to the first day of student attendance.
 - h. The banked time plan may be altered throughout the school year at the request of the chief site administrator and Association representative(s). Any mid-year alteration must be voted on and approved by the bargaining unit members consistent with the provisions of this paragraph.
4. Unused fog-delay banked time shall be reimbursed at the site based upon a plan mutually developed by the chief site administrator and Association representative or representatives. The plan and schedule for release of bargaining unit members with no scheduled meetings shall be completed by the third work week of March.

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5. Unused banked time not specific to fog-delays shall be reimbursed or rescheduled by mutual agreement of the chief site administrator and Association representative(s). If banked time allotted exceeds the amount of time necessary to complete the banked time task, bargaining unit members shall be released from the remainder of the banked time period.

Block Schedule

- I. If an existing school intends to implement a “block-schedule” where the time of the regular instructional periods is increased and each class meets every other day, the following procedures must be invoked:
 1. The Instruction Division will notify the Association President of the school’s intent to implement a block schedule.
 - a. The Association Executive Board and the Instruction Division will schedule and conduct a vote of the bargaining unit members at the school site who will be assigned to the school during the next year. If the Association’s electronic voting system is being used, the Association’s Election chair will set up and run the election using a timeline determined by the school site administration at the direction of the Association President. A mandatory meeting will be held at the beginning of voting. If voting is being done by paper ballot, the vote will occur at this meeting. If voting is being done through the Association’s voting platform, the voting window will open at the end of this meeting. A representative from the Association’s Executive Board and from the Instructional Division will attend the meeting.
 1. The vote must take place no later than two weeks prior to the vote for banked time at a mandatory meeting.
 2. No presentations for or against the block schedule can be made by any parties on the day of the election.
 3. Attempts will be made to ensure that all bargaining unit members have an opportunity to vote before or during the day of the election.
 4. The Association’s Executive Board and the Instruction Division will jointly count votes.

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- b. No less than 70% of the bargaining unit members must vote positively in order to elect support for the block schedule. A positive vote does not require the District to implement the block schedule. If a member abstains from voting, their vote will be counted as a vote against the block.
 - c. After the second year of block schedule implementation and every two years thereafter, there will be a second vote to continue the block schedule for a two-year period. The continuation vote will be conducted every two years thereafter in accordance with paragraph I.1.a of this Article with the following exception: if voting electronically, a member of the Association's Executive Board and the Instruction Division do not need to be in attendance at the mandatory meeting. A positive vote of 60% or more is necessary to continue the block schedule for the two-year period. If a member abstains from voting, their vote will be counted as a vote against the block. If the 60% threshold is not achieved, the block schedule shall be discontinued. For a new school, the block vote schedule will be done each of the first three years the school is open (until the school is completely staffed).
2. At a school that has adopted a block period instructional model, the five period assignment is satisfied over the number of full school weeks it would take to teach the equivalent of five regular periods if on a traditional schedule (e.g. AB block schedule model equals two full school weeks). For purposes of compliance with the provisions of this paragraph, and all other paragraphs that refer to this paragraph, school weeks that do not contain five days of student attendance shall not be counted.
3. At a school that has adopted a block period instructional model, the provisions for preparation period (including period substitution and earning compensatory time credit and/or pay) and for extended day assignments shall be implemented consistent with the instructional assignment provisions of paragraphs D and F of this article.
4. If a school site wishes to modify the structure of an existing block schedule, the site administrator shall notify the Office of Instruction. The District shall notify the Association President in order to complete the Association's "Contract Waiver" process.

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- J. If a new school intends to open in a “block schedule” where the time of the regular instructional periods is increased and each class meets every other day, the principal, or district designee, must notify the President of the Association to begin work on the process of implementation.
 1. After the fourth year of block schedule implementation, the procedure in paragraph I under block Schedule of this article will be followed.

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Appendix A - Salary Schedules

Need to define Qualified Educational Service

*For nurses, QES includes prior experience as a nurse. Longevity steps are granted to nurses based upon adding the employee's entire pre-employment nursing experience, including years of service that exceeded the limit set for initial placement on the Nurses' Schedule and the employee's years of service to the district.

* QES for psychologists and Speech Language Pathologists will also include prior experience in psychology and speech therapy.

* Teachers - add to the placement at step 13: Once a bargaining unit member earns permanent status, they will be credited their remaining years of qualified educational service.

*Teaching in any accredited educational setting qualifies as QES.

Doctoral Stipend*

*Bargaining unit members who hold a terminal degree (MBA, MLS or equivalent, MLSIS, MSN, MFA-for those who are teaching in creative and performing arts) shall receive the doctoral stipend.

**KERN HIGH SCHOOL DISTRICT
SCHEDULE FOR EXTRA SERVICES**

Effective July 1, 2023

PREAMBLE

Participation in a stipend coaching/advising position is an ancillary teaching activity performed by a unit member who has volunteered for a stipend opportunity.

The stipends listed in this Appendix are the sole remuneration for the opportunities listed herein, and coaches/advisors are not entitled to additional compensation under state or federal law including but not limited to the Fair Labor Standards Act and Industrial Wage Commission Orders (eg.s, an hourly rate, minimum wage, overtime pay, or any other remuneration for any time spent in these opportunities). Individuals participating in a coaching/advisory stipend opportunity shall not earn nor qualify to accrue sick leave, vacation, minimum wage, overtime pay, hourly earnings, compensatory time off, health benefits, or any other entitlements or benefits. Stipends are not related to the hours to which a coach/advisor commits in that opportunity, the length of the season (e.g., playoffs, championships), or length of the voluntary assignment.

By accepting a coach/advisor opportunity a unit member commits to performing all tasks associated with the opportunity. If, for any reason, a coach/advisor does not complete the opportunity, the stipend will be prorated based on months or weeks actually served in the opportunity.

The District shall only reimburse a coach/advisor for actual and necessary expenses incurred that are within the scope of the opportunity and so long as such expenses are preapproved, in writing, by the Assistant Principal of Administration of the school site where the coach/advisor performs the coaching or advising, and so long as the expense is permitted by District policy. A coach/advisor shall not receive reimbursement for any expenses that are not pre-approved, in writing. Any out-of-pocket costs incurred by the Coach that are without approval or not for an emergency purpose shall be incurred by the Coach/Advisor voluntarily without expectation of reimbursement. For reimbursement of approved expenses, a coach/advisor shall submit and complete expense claims in writing, accompanied by receipts, invoices, or other documentation regarding the expense claimed, prior to reimbursement in accordance with the District's policies, rules, and regulations.

The District may terminate the coaching/advising opportunity at any time, for any reason without cause, due process, a statement of reasons, or a hearing. A coach/advisor may terminate their service in the coaching/advising opportunity upon reasonable notice, for any reason, without retaliation as long as the termination does not put students at risk.

Table 1 - Responsibility Factor

A (.060)

Head - 1st Level Football

C (.050)

1st Level Soccer
Head Cross country
Head Swimming
Head Water Polo
District Diving Coach
Asst. 1st Level Football
Head 2nd Level Football

B (.055)

1st Level Baseball
1st Level Basketball
1st Level Softball
1st Level Track
1st Level Volleyball
Head Wrestling

D (.045)

2nd Level Baseball
2nd Level Basketball
2nd Level Soccer
2nd Level Softball
2nd Level Volleyball
2nd Level Water Polo
Head Tennis
Head 3rd level Football
Asst. 2nd Level Football
Asst. Cross Country
Asst. Track
Asst. Wrestling

E (.040)

3rd Level Baseball
3rd Level Basketball
3rd Level Soccer
3rd Level Softball
3rd Level Volleyball
Head Golf
Asst. Swimming/Water Polo
Asst. Tennis
Add'l Coach*

Notes:

1. The Responsibility Factor is applied to Class III of the Appendix A Salary Schedule. A bargaining unit member is placed on the same step as their regular placement on the applicable Salary Schedule (Appendix A, A-1, A-2) - highest placement is Step 13.
2. Each coaching position shall be filled by a qualified teacher unless no qualified teacher applies for the position prior to the closing date of the posting.

Table II - Responsibility Factor

All of the stipends in Table II are for work completed outside of the regular work day or assigned work schedule.

A (.040)

- Auxiliary Unit (Color Guard)
- (Marching) Band
- Debate/Forensics/Speech**
- Drama (production)
- Marksmanship/Rifle Drill Team (ROTC)
- Spirit Advisor, 1st Level, Fall
- Spirit Advisor, 1st Level, Winter
- Robotics (competing)

C (.020)

- Academic Decathlon, Asst.
- FHA - HERO/FCCLA****
- Literary Journal Advisor****
- Math Team Coach****
- Science Bowl Coach****
- Skills USA Advisor****
- Spirit Advisor, 3rd Level, Fall
- Spirit Advisor, 3rd Level, Winter
- Stage/Theater Manager (non-production)
- Visual Arts (art show/gallery)
- Virtual Enterprise Advisor****
- Yearbook Photographer
- ESports, per season/game

B (.030)

- Academic Decathlon, Head
- Audio Visual
- Band (performance/competition)
- Forensics Coach, Asst. ***
- Newspaper ****
- Orchestra (performance/competition)
- ~~Robotics (competing)~~
- Spirit Advisor, 2nd Level, Fall
- Spirit Advisor, 2nd Level, Winter
- Stage Manager (production)
- Student Finance (store)
- Vocal Music (performance/competition)
- We the People, Head
- Webmaster
- Winter Color Guard (competing)
- Winter Drumline (competing)
- Yearbook

D (.015)

- Director of Assemblies
- Noon Recreation

The Responsibility Factor is applied to Class III of the Appendix A Salary Schedule. A bargaining unit member is placed on the same step as their regular placement on the applicable Salary Schedule (Appendix A, A-1, A-2) - highest placement is Step 13.

* Audio Visual instructors who are not accorded a release period shall be compensated in Table II.
 **Forensics and Speech coach may not be assigned to the same school. Speech Coach is used in schools which do not have a forensics program but where additional time is needed outside classroom time.
 ***Assistant Forensics Coach applicable for schools with 30 or more in the forensics program.
 ****Team must compete/must produce a publication to receive the stipend.

Table III - Stipend Factor

Activities Director	.06 .08
Athletic Director	.08
Assistant to Dean (per period)	.01333
AVID Coordinator	
225 or fewer	.01
226-500	.015
501-750	.02
751-1000	.025
Department Chair	
Group 1 - six to 15 sections	.02
Group 2 - 16-40 sections	.03
Group 3 - 41-65 sections	.04
Group 4 - 66 or more sections	.05
ECIA (Title 1) Project Coordinator (per period)	.01
ELD Coordinator	
225 or fewer	.01
226-500	.015
501-750	.02
751-1000	.025
Additional Teaching Period (ATP)	.20
Head Counselor (does not reduce caseload)	.04
Program Specialist (Special Education)	.08
Program Specialist (Assistant per period)	.01
Teacher on Special Assignment (TOSA)	.06
Speech Language Pathologist - District Lead	.02
Psychologist - District Lead	.03
Certificated Nurse - District Lead	.02
Subject Matter Facilitator	.01
Teacher Librarian	.03
Testing (per period)	.01333

Notes:

1. The stipend factor is applied to the Appendix A Salary Schedule that equates to the bargaining unit member’s Salary Class and step placement on the applicable Salary Schedule (Appendix A, A-1, A-2).
2. The stipend for ELD Coordinators will be determined by the number LEP students enrolled at each school site based on the fourth Friday enrollment of the school year.
3. The Stipend Factor for a Program Specialist is in addition to compensation as a department chair.
4. Extra service stipends that are paid on a “per period” basis shall be applied as if a block-schedule was not in effect (i.e., the block period activity is one period).

Table IV - Fixed Amount Stipends

Consulting Teacher (per assigned participating teacher)	3000.00 <u>4000.00</u>
District Music Chairman	237.00
Hearing Panel Member	250.00
Joint Committee Member	3000.00 <u>1000.00</u>
Mentor (per advisee)*	
Induction	2000.00
CESIP	2000.00
Intern	2000.00
CTE	2000.00
STSPS	2000.00
PIP	2000.00
CFY/RPE/SLPA Supervision	2000.00
Health Care Preceptor (Nurse Mentor)**	2000.00

The following stipend amounts are paid on a one-time basis, regardless of base salary:

Obtaining the CLAD/BCLAD certificate (This stipend is paid only to those bargaining unit members initially hired from out of state after July 1, 2010.)	1200.00
Obtaining the Certificate of Completion of Staff Development	700.00

Contract Hourly Rate: Based upon Appendix A at .001 of Step 1 of the Salary Schedule Class that equates the other bargaining unit member’s Salary Class placement on the applicable Salary Schedule (Appendix A, A-1, A-2) for the following activities:

- Extended Day Duty (per period)
- Period Substitute
- District of school site meetings or trainings for which compensation is given
- Summer School and Summer School substitute. The factor is applied to the Salary Schedule in effect at the beginning of summer school.
- Home and Hospital Instruction

Part-time Counselors will receive up to 18 hours for pre-school work. Compensation is at the Counselor’s hourly rate.

Notes:

1. Teachers may enter into an agreement to serve as a master teacher to a student teacher with a University or with the District, and payment shall be passed through to the bargaining unit member.
 *Mentors must be officially appointed by the Joint Committee or the program director.
 **Health Care Preceptor assignments will be rotated throughout the qualified nurses, unless a nurse opts not to be a HCP in writing.

DISTRICT'S ACCEPTABLE USE POLICY (AUP)

SUMMARY EVALUATION FOR CLASSROOM TEACHERS

SUMMARY EVALUATION FOR TEACHER LIBRARIAN

SUMMARY EVALUATION FOR COUNSELORS

RIGHT TO REPRESENTATION

GRIEVANCE FORM - LEVEL 1

GRIEVANCE FORM - LEVEL 2

GRIEVANCE FORM - LEVEL 3

CERTIFICATED EMPLOYEE ABSENCE SLIP

STUDENT ATTENDANCE CALENDAR 2023-24

CLASSIFIED PERSONNEL HOLIDAYS FOR 2023-24