



Collective Bargaining Agreement  
Between  
Vallecitos School District  
And  
Vallecitos Educators  
Association, CTA/NEA

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VSD and VEA/CTA/NEA Agreement July 1, 2022 through June 30, 2023  
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## **ARTICLE I: AGREEMENT**

The term of this agreement shall be from July 1, 2022 through June 30, 2023.

## **ARTICLE II: RECOGNITION**

The Board recognizes the Vallecitos Educators Association as the exclusive representative of all certificated employees of the Board-excluding management, confidential and supervisory employees, as defined in the Act, and substitute teachers- for the purposes of meeting and negotiating.

## **ARTICLE III: DEFINITIONS**

1. "Teacher" refers to any employee who is included in the appropriate unit as defined in Article II and therefore covered by the terms and provisions of this Agreement.
2. "Days" means days during which teachers are required to be on duty.
3. "School Day" means the amount of time each day of classes during which students are required to be in school, unless otherwise provided for in this Agreement.
4. "Daily Rate of Pay" means the teacher's annual salary divided by the number of days he/she is required by the Board to be present at school.
5. "Section" refers to that of the Education Code.
6. "Assign" for the purposes of stipend positions means that a bargaining unit member has been confirmed in writing for a position by the immediate supervisor to after hours duties.
7. "Terms and conditions of employment" mean health and welfare benefits as defined by Section 53200, leave, transfer and reassignment policies, safety conditions of employment, class size, procedures to be used for the evaluation of employees, organizational security pursuant to Section 3546, procedures for processing grievances pursuant to Sections 3548.5, 3548.6, 3548.7 and 3548.8, and the layoff of probationary certificated school district employees, pursuant to Section 44959.5 of the Education Code.
8. A "Grievance" is a claim by the Association or by one or more teachers that there has been a violation, misinterpretation or misapplication of a provision of the Agreement, and by reason of such violation, misinterpretation or misapplication, the Association's or any unit member's rights have been adversely affected.
9. An "Aggrieved Person" is the person or persons, including the Association or representatives thereof, making the claim.
10. A "Party in Interest" is any person who might be required to take action or against whom action might be taken in order to resolve the claim.
11. "Paid Leave of Absence" means that a teacher shall be entitled to:
  - (1) Receive wages and all fringe benefits, including, but not limited to, insurance and retirement benefits.
  - (2) For one year, have the right to return to the same assignment which he/she enjoyed immediately preceding the commencement of the leave.

- (3) Count a year on paid leave as a year of regular service for purposes of placement on the salary schedule.
12. "Unpaid Leave of Absence" means that a teacher shall be entitled to:
- (1) For unpaid leave of absence in excess of ten (10) consecutive workdays, maintain coverage for the duration of the leave under the District employee insurance package by paying premiums himself/herself as required by the insurance carrier. For unpaid leaves of absence that are ten (10) or fewer continuous workdays, District-funded coverage will continue.
  - (2) For up to one (1) year, have the right to return to the assignment which he/she enjoyed immediately preceding the commencement of the leave if such position still exists.
  - (3) Maintain his/her position on the salary schedule at the time of the leave.
13. "Personal Necessity Leave," for the purposes of this provision, is defined as a leave of absence due only to one of the following reasons:
- (1) Death of a member of the employee's immediate family when additional leave is needed beyond that provided under Bereavement Leave.
  - (2) As a result of an accident or illness involving an employee's person or property, or the person or property of an immediate family member.
  - (3) When resulting from an appearance in any court or before any administrative tribunal as a litigant, party or witness.
  - (4) Other personal necessities which are allowed at the discretion of the Superintendent, provided that under no circumstance shall personal necessity leave be available for purposes of personal convenience or for the extension of a holiday or a vacation period, for matters which can be taken care of outside the work hours, or for recreational activities.
14. "Personal Leave" is defined as a leave of absence for any purpose which the employee deems sufficiently important to absent him/herself from duty.
15. Immediate family as used in this section shall mean: mother, stepmother, mother-in-law, father, stepfather, father-in-law, husband, wife, son, stepson, son-in-law, daughter, step-daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, grandparent, legal guardian, foster children, grandchild of the unit member or spouse, aunt, uncle, niece, or nephew of unit member only, or any relative living in the immediate household of the unit member.
16. Suspension from Class: Removal of a pupil from ongoing instruction in a classroom for adjustment purposes usually lasting one (1) or (2) days in length. The student is assigned to work by teacher in another classroom.
17. Suspension from School: Removal of a pupil from ongoing instruction in the school for adjustment purposes. Suspension may be ordered only by the principal and can last no more than five (5) days in length.
18. Exclusion: To bar a pupil from participating in the school program requires action by the Board of Trustees.
19. Expulsion: The removal of a pupil from (1) immediate supervision and control, or (2) the general supervision of school personnel. Requires action by Board of

Trustees and may not be in excess of one (1) semester in length. Expulsion is also defined as suspension of a pupil for more than five (5) days.

## **ARTICLE IV: NON-DISCRIMINATION**

1. The Board shall not discriminate against any teacher on the basis of race, color, creed, age, sex, national origin, political affiliation, domicile, marital status, physical handicap, membership in preference for or participation in the activities of employee organizations.

## **ARTICLE V: NEGOTIATION PROCEDURES**

1. The scope of representation shall be limited to matters relating to wages, hours of employment, and other terms and conditions of employment.
2. The Association shall present all its proposals in writing at a Board meeting in April. The Board shall hold a public hearing on the proposal at its next regularly scheduled meeting after the presentation of the proposal.
3. The Board may respond after the public hearing on the Association proposal. If the Board does not respond after the close of the public hearing, the Board shall complete the public notice requirements not later than the second regular meeting following the public hearing.
4. Either party may utilize the services of outside consultants to assist in the negotiations.
5. The Board and the Association may discharge their respective duties by means of authorized officers, individual representatives or committees.
6. Negotiations shall take place at mutually agreeable times and places.
7. The Board shall furnish the Association with a copy of all county and state required reports, and copies of all budgetary and other information it produces that are necessary for the Association to fulfill its role as the exclusive bargaining representative as soon as it becomes available and is classified as a public record.
8. Any agreement reached between the parties shall be reduced to writing and signed by them.

## ARTICLE VI: WORK HOURS/WORK YEAR

1. Job descriptions for these positions will be written indicating the responsibilities and the requirements of the program. Not all the positions listed below are available on an annual basis. In the event that any of these positions are available, the stipend for each position is as follows:

ACTIVITY	STIPEND
Curriculum Chair	\$ 441.00 (Paid 1 time annually)
Curriculum Committee Member	\$ 294.00 (Paid 1 time annually)
School Site Council Member	\$ 529.20 (Paid 10 monthly increments of \$52.92)
Student Success Team (SST) Chair	\$1,470.00 (Paid 10 monthly increments of \$147)
Eighth Grade Student Coordinator	\$1,470.00 (Paid 10 monthly increments of \$147)
Asst. Eighth Grade Student Coordinator	\$ 735.00 (Paid 10 monthly increments of \$73.50)
PTSO Teacher Representative	\$ 294.00 (Paid 10 monthly increments of \$29.40)
Yearbook Chairperson	\$ 294.00 (Paid 1 time annually)
Art Fair Chairperson	\$ 294.00 (Paid 1 time annually)
Science Fair	\$ 294.00 (Paid 1 time annually)
BTSA Support Provider	\$ 529.20 (Paid 1 time annually)
Saturday School (per session)	\$ 210.00 (per session)
ELAC/DELAC Teacher Representative	\$ 504.00 (paid monthly increments of \$50.40)
Administrative Substitute	\$2,000.00 (paid monthly increments of \$200)
Athletic Director	Negotiated (\$5000 for future athletics director/coach, subject to categorical funding availability)

Stipend positions are filled on a voluntary basis. Stipends with single annual payments will be paid at the end of the year, month, or upon completion of each session, as specified above.

If two or more teachers apply for the same position, the administrator will select the candidate with the most relevant qualifications and experience. This determination shall be solely at the discretion of the administrator. If positions remain vacant after the volunteer process is complete, positions will then be assigned by the administration on an equitable basis that considers past assignments, current extracurricular responsibilities, school related duties, and the qualifications or restrictions of each person.

2. Unless assigned morning supervision, or except under unusual circumstances, the time between 8:00 am and the start of the instructional day shall be used by teachers for instructional preparation.
3. "Each teacher shall be provided twenty-five (25) minutes of preparation time daily. This time shall be within the teacher workday and shall consist of fifteen (15) minutes before and ten (10) minutes after the instructional day. The District shall agree to designate every Friday during which students are present in school a Minimum Day for the purposes of teacher preparation. Preparation time may be shortened by (10) minutes one (1) day a week to allow for staff or other scheduled meetings called by the Superintendent, or designee.
4. Teachers shall be entitled to a minimum of a thirty-five (35) minute duty-free lunch period normally consistent with the student lunch schedule. A teacher shall not be required to directly supervise students during lunch. Teachers in grades 4-8 have the option of leaving at 2:25 pm each Friday, in order to receive the same 35 minute duty-free lunch that teachers in grades TK-3 receive.
5. A teacher shall not be required to be on duty for more than three and one-half (3 and

1/2) hours without being provided a relief break of at least ten (10) minutes.

6. One (1) teacher shall supervise recess at all times.
7. The Superintendent or Principal will schedule Staff Meetings, Team Collaboration, In-Service Trainings, or Administrative Conferences on the second and fourth Thursday of each month from 3:00-4:00 p.m. Team collaboration will take place on the first and third Thursday of each month from 3:00-4:00 p.m.
8. Staff meetings will normally be set for a specified day of the week. If a staff meeting is held at other than the normally specified day of the week, the Principal shall consider all reasonable requests to be excused from the meeting and take into account any special circumstances.
9. Teachers may be required to attend two (2) night-time school functions per year; Back-to-School-Night and a program appropriate to each teacher's grade level which includes an "Open House" concept for the participating classes.
10. Teachers shall provide instruction for one hundred eighty (180) days. In addition, there shall be four (4) days of non-instructional time. Up to three non-instructional days may be for district staff development, at the District's discretion. At the beginning of each school year, teachers will have one day to plan and set up classrooms. The District may require new teachers to attend up to one (1) additional non-instructional day for orientation and preparation prior to the start of the school year. (The work days shall be scheduled pursuant to the annual calendar attached in Appendix B).
11. Two (2) teachers may be assigned supervisory duty during student dismissal for ten (10) minutes each day on a rotational basis.
12. Teachers shall be required to be available for parent/teacher conferences from 1:00-5:00 PM and 5:00-7:00 PM on two separate days during conference week. The teacher workday on the Friday of conference week shall be from 8:00 AM - 1:00 PM. Additionally, on the last day of school, the teacher workday shall be from 8:00 AM - 1:00 PM.
13. Teachers are able to leave on the following Fridays at 1:00 pm provided that their professional responsibilities are completed: Thanksgiving, winter holiday break, February break, and spring break.
14. The District may require up to four (4) evening meetings per listed committee assignment. Athletic Director and Athletic Coaches are not subject to this limitation.
15. **CPR Training:** Unit members shall participate in a CPR training course at least once every two (2) years, or as required to maintain certification. **First Aide Training:** Unit members participating on the First Aide/Search and Rescue emergency teams, and any other staff member identified by the Superintendent who would require training, shall participate in a First Aide training course at least once every (2) years. The District shall pay the full cost of attendance for the training course, to take place yearly at a date and time within the contract year as scheduled by the Superintendent or designee. Any absences must be for valid reasons under this agreement as validated by administration. Unit members possessing a valid CPR/First Aid card may be excused from the training by administration, but shall be required to perform services on the training day.
16. The workday for all VEA unit members shall be 7 hours inclusive of lunch. The standard

workday shall begin at 8:00 AM and end at 3:00 PM. All other provisions in the agreement for early release or after school meetings shall remain in place.

16.1- The parties recognize that meetings requiring parent attendance may be scheduled outside the standard workday. In the event that the school is unable to schedule such meetings during the standard workday due to parent availability, unit members whose attendance is necessary may be required to remain on campus until 3:30 p.m. without additional compensation no more than six (6) times per year.

## ARTICLE VII: GRIEVANCE PROCEDURE

### 1. Preamble

- A. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems, which may from time to time arise affecting the welfare or working conditions of teachers as enumerated in this Agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- B. Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration, and to have the grievance adjusted without intervention by the Association, provided the adjustment is consistent with the terms of this Agreement.
- C. Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered to be maximums and every effort should be made to expedite the process. The time limits may, however, be extended by mutual agreement. If the grievant does not meet any of the timelines specified herein, and the District has not agreed to an extension, the grievance will be considered resolved.
- D. In the event a grievance is filed at such a time that it cannot be processed through all the steps in this procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in harm to an aggrieved person, the time limits set forth herein will be reduced so that the procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.
- E. Any grievance not appealed to the next step of the procedure within the prescribed time limits shall be considered settled on the basis of the response given at the preceding step.

### 2. Definitions

- A. A "grievance" is a formal written allegation by a unit member, group of members, or the Association that there has been a violation, misinterpretation, or misapplication of the specific provisions of this Agreement.
- B. The "grievant" is the unit member or group of members who filed the grievance, or the Association if it filed the grievance.
- C. For purposes of this procedure, a "day" shall consist of any day when school is in session during the regular academic school year.



3. Procedure

A. Informal Level

Before filing a formal written grievance, a grievant shall attempt to resolve it by an informal conference with the Superintendent.

B. Formal Level

(i) Level I

- a) Within fifteen (15) days after the occurrence of the act or omission giving rise to the grievance, the grievant shall present such grievance in writing on the appropriate form (Attachment C) to the Superintendent or lose the right to grieve, unless the District agrees to extend the timeline due to special or extenuating circumstances. If a grievant claims special or extenuating circumstances prevented the timely filing of a grievance, the District may request relevant and appropriate verification.
- b) The grievance must include the provision or provisions of this agreement alleged to have been violated.
- c) The Superintendent shall meet with the grievant prior to rendering a decision.
- d) The Superintendent shall communicate a decision to the grievant in writing within ten (10) days after receiving the grievance. If the Superintendent does not respond within the time limits, the grievant may appeal to the next level.

(ii) Level II

- a) Within ten (10) days of receipt of the Superintendent's decision, the grievant may submit a written appeal to the Board of Education.
- b) The Board shall consider and render a decision in closed session at the next regularly scheduled meeting at least seven (7) days after its receipt of the appeal. The Board may render its decision based solely on the documents submitted by the parties at Levels I and II, or it may additionally request either party to answer questions in closed session. The Board's consideration of the appeal shall not be considered an evidentiary hearing.
- c) Within ten (10) days of the Board review, the Board president shall issue a written explanation of the Board's decision.
- d) If the Board does not render a decision within the time specified, the grievant may appeal to the next level.

(iii) Level III

- (a) In the event that the parties have not resolved the grievance at Level II, within ten (10) duty days of receipt of the Board's decision, the grievant may submit written notification to the Superintendent of the intent to proceed to binding arbitration, as governed by the following steps:

- a. Within ten (10) duty days of such notification, the District and the Association shall attempt to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator within the specified period, the Association shall request a list of arbitrators from the State Mediation and Conciliation Services.
- b. If the parties are unable to agree upon an arbitrator within the specified period, the Association shall request a list of seven (7) arbitrators from the State Mediation and Conciliation Services within ten (10) days. Upon receiving the list, each party shall alternatively strike a name until only one (1) name remains. The remaining panel member shall be the arbitrator. The order of the striking shall be by lot. The process of striking names shall be completed within five (5) days of receipt of the list.
- c. The parties shall, at least ten (10) days prior to the first hearing date, exchange lists of their intended witnesses.
- d. The conduct of the hearing shall be at the discretion of the arbitrator.
- e. The jurisdiction and authority of the arbitrator selected and the opinions the arbitrator expresses will be confined exclusively to the interpretation of the express provision or provisions of the Agreement at issue between the parties. The arbitrator shall consider only those issues raised by the parties. The arbitrator shall have no power to add to, subtract from, disregard, alter, amend or modify any provisions of this Agreement or impose any limitations or obligations not specifically provided for under the terms of this Agreement. The arbitrator will be without power of authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement.
- f. In lieu of presenting closing arguments, either or both parties may submit a written closing brief. The decision of the arbitrator shall be submitted in writing to each party within thirty (30) calendar days of the conclusion of the hearing or deadline to file closing briefs. The arbitrator's decision will be final and binding upon the parties.
- g. All costs for the services of the arbitrator, including but not limited to, per diem expenses, travel and subsistence expenses, and the cost, if any, of a hearing room, shall be borne equally by the District and the Association. Upon mutual agreement, a qualified court reporter shall be retained to record verbatim the hearing. Without mutual agreement, either party may employ and compensate such a reporter. All other costs, except for reasonable released time for the grievant(s), Association representative(s), and witnesses, shall be borne by the party incurring them.

## 6. Rights to Representation

- A. No reprisals of any kind will be taken by the Superintendent or by any member or representative of the administration or the Board against any aggrieved person, any party in interest, any member of the Association, or any other participant in the grievance procedure by reason of such participation.
- B. A unit member may be represented at all stages of the grievance procedure by himself/herself, or, at his/her option, by a representative of the Association.

7. **Miscellaneous**
  - A. Time limits for appeal provided in each Level shall begin the day following receipt of written decision by the parties in interest.
  - B. When it is necessary for a representative designated by the Association to attend a grievance meeting or hearing during the instructional day, he/she will, upon notice to the Superintendent, be released without loss of pay in order to permit participation in the foregoing activities. The superintendent may reschedule the meeting or hearing if granting such released time would disrupt the instructional time. Any unit member who is requested to appear in such investigations, meetings, or hearings, as a witness, shall be accorded the same right.
  - C. All documents, communications and records dealing with the processing of a grievance will not be kept in the personnel file of any of the participants. Said grievance file shall be maintained in confidence, except to the extent that disclosure is required by this Article or otherwise by law.

## **ARTICLE VIII: ASSOCIATION RIGHTS**

### **1. Payroll Deduction of Dues and Fees**

- A. Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of unified membership dues, initiation fees and general assessments in the Association. Such authorization shall continue in effect from year to year, unless revoked in writing between July 1 and September 1 of any year. Pursuant to such authorization, the Board shall deduct one-tenth of such dues from the regular salary check of the teacher each month for ten months. Deductions for teachers who sign such authorization after the commencement of the school year shall be appropriately pro-rated to complete payments by the end of the school year.
- B. With respect to all sums deducted by the Board pursuant to authorization of the employee, for membership dues or fees, the Board agrees to promptly remit such monies to VEA/CTA/NEA accompanied by an alphabetical list of teachers for whom such deductions have been made.
- C. The Association agrees to furnish any information needed by the Board to fulfill the provisions of this Article. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit unions, savings bonds, charitable donations, or any other plans or programs.

### **2. Use of Facilities and Access to Worksite**

- A. The Association shall have the right to use school facilities during all reasonable hours for meetings and other Association activities, provided that such activities or use do not interfere with school activities except preparation time.

- B. The Association shall have the right to post notices of activities and matters of Association concern on the Association bulletin board.
- C. The Association shall have the right to use the District unit member mailboxes for communications to unit members without interference, censorship, or examination of such communications by the employer.

**3. New Employee Orientation Access (AB 119)**

In accordance with Assembly Bill 119, the Association shall have access to new employee orientations as set forth in the following procedures.

A. Definitions

- (1) "New employee orientation" means the onboarding process of a newly hired employee, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.
- (2) "Newly hired employee" means any employee, whether permanent, temporary, full time, or part time, hired by the District into a certificated bargaining unit position.

B. Scheduling of Orientation

The District shall provide written notice via electronic mail to the Association president with the date, time and location of all new employee orientations no later than twenty-one (21) calendar days in advance of the annual orientation meeting(s) or ten (10) days in advance of other orientation/onboarding meetings that may occur throughout that year for a single or group of new employees. If there are hiring constraints not allowing for ten (10) days notice for a mid-year onboarding, the District shall provide such written notice to the Association regarding the new employee orientation as soon as possible under the circumstances.

C. Association Time Provided

- (1) The Association shall be provided no less than sixty (60) minutes of uninterrupted time to communicate with bargaining unit members at all annual new employee orientations. For all other new employee orientation meetings, the Association shall be provided no less than thirty (30) minutes of uninterrupted time. The District administration will not be present at the new employee orientation during the Association's time.
- (2) The Association may invite vendors and CTA staff to the Association portion of new employee orientations.
- (3) The Association will have access to District audio visual equipment for the Association portion of new employee orientations.

D. New Bargaining Unit Member Information

The following new bargaining unit member information shall be delivered via electronic mail to the Association president no later than 30 days after the date of

hire:

1. Name
2. Home Address
3. Phone Numbers — work, home and cellular
4. Personal (non-District) Email Addresses
5. Work Site
6. Grade Level/Assignment
7. Date of Hire
8. Seniority Date
9. Full time Equivalent (FTE) status
10. Employment Status (i.e., Probationary, Permanent, Temporary, etc.)
11. Type of Credential (i.e., Clear, Preliminary, College Internship, etc.)

**E. Current Bargaining Unit Member Information**

By September 1st, January 1st, and May 1st of each school year, District shall deliver via electronic mail to the Association president the following information for all bargaining unit members:

1. Name
2. Home Address
3. Phone Numbers — work, home and cellular
4. Personal (non-District) Email Addresses
5. Work Site
6. Grade Level/Assignment
7. Date of Hire
8. Seniority Date
9. Full time Equivalent (FTE) status
10. Employment Status (i.e., Probationary, Permanent, Temporary, etc.)
11. Type of Credential (i.e., Clear, Preliminary, College Internship, etc.)
12. An indication of whether the District is deducting dues for membership

## **ARTICLE IX: LEAVES**

**I. Paid Leave of Absence**

**A. Sick Leave**

- (1) Every full-time unit member shall accrue one (1) day of paid sick leave per month of work. Part-time unit members will accrue sick leave on a prorated basis.
- (2) Unused sick leave shall accumulate from school year to school year.
- (3) At the beginning of each school year, every unit member shall receive a sick leave allotment credit equal to his/her sick leave entitlement for the school year, which for a full-time unit member is ten (10) days. A unit member may use his/her credited sick leave at any time during the school year.
- (4) If a unit member takes a partial day absence under this section, the unit member's leave will be deducted in no less than half-day increments, except that if leave is taken during non-instructional time when a

substitute is not required, leave will be deducted in hourly increments.

- (5) The District shall provide each unit member with a written statement of his/her accrued sick leave total, and his/her sick leave entitlement for the current school year at the beginning of the school year.
- (6) The District may require a unit member who has been absent for five (5) consecutive days to provide a doctor's statement regarding the illness causing the absence.
- (7) During each school year, if a unit member has exhausted all accrued sick leave, including accumulated sick leave, and continues to be absent due to illness or accident for a period of one hundred (100) days, the amount deducted from his or her salary shall not exceed the sum that is actually paid a substitute employee employed to fill his or her position during his or her absence or, if no substitute employee was employed, the amount that would have been paid to the substitute had he or she been employed. The sick leave, including accumulated sick leave, and the 100-day period shall run consecutively.

An employee shall not be provided more than one 100-day period per illness or accident. However, if a school year terminates before the 100-day period is exhausted, the employee may take the balance of the 100-day period in a subsequent school year.

B. Personal Necessity Leave

Any day of leave of absence for illness or injury allowed pursuant to Ed. Code Section 44978. may be used by the employee, at his/her election, in cases of personal necessity. Employees shall submit notification for personal necessity leave to the Superintendent at least one (1) day prior to the beginning date of the leave, except where extenuating circumstances make this impossible. Under all circumstances a unit member shall verify in writing that the personal necessity leave was used for only the purposes as set forth in Article IX. A unit member will be subject to appropriate discipline if the leave was used for purposes other than stipulated and said member shall retain the right to request a hearing before the Governing Board within 30 days.

C. Jury Duty Court Attendance Under Subpoena as Specified in Education Code Section 44036(b):

- (1) Certificated employees shall be granted a leave of absence for jury duty or court attendance as specified in Education Code Section 44036(b) and shall receive, as compensation, his/her salary for the duration of the absence.
- (2) Upon notification of jury duty, it is in the obligation of the employee to immediately inform his/her supervisor and submit a certificate of completion of service from the court.
- (3) Upon notification of jury duty, the employee may request that the jury duty obligation be deferred until summer.

D. Bereavement Leave (Education Code 44985)

- (1) An employee shall be granted leave of absence for the death of any member of the immediate family without loss of pay or deduction from

other leave benefits found in this Article. This leave shall be for three (3) days, unless travel of more than two hundred (200) miles is required; in such case the length of the leave shall be for five (5) days.

E. Personal Leave

- (1) A unit member shall be entitled to use up to three (3) days of unused sick leave to be used by the employee, at his/her election, for personal leave. Employees shall submit notification for personal leave to the principal at least three (3) days prior to the beginning date of the leave. In no event, however, shall a teacher be required either to secure permission before utilizing such leave or to explain the purposes for which such leave was used. Personal leave shall be charged to a teacher's unused sick leave account.
- (2) A unit member may carry over up to 3 unused Personal Leave Days in the current year to the succeeding school year for up to a maximum of 6 days in a given year. Unit members wishing to use this option shall notify the district in writing of their intent by June 1st of the year prior to the usage of accumulated Personal Leave Days. No more than one unit member may use this option at any given time period.
- (3) If unit members wish to use personal leave on a workday immediately before or after a holiday or holiday period, at least three (3) weeks' notice is required to use personal leave.

F. Unit members are entitled to use pregnancy disability and parental leaves as set forth in state and federal laws.

G. Catastrophic Leave

- (1) When an employee or a member of his/her family experiences a catastrophic illness or injury which requires the employee to take time off from work for an extended period of time, and the employee has exhausted all available sick leave and other paid time off, he/she may request donations of accrued vacation or sick leave credits.
- (2) "Catastrophic illness" or "injury" means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family which 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 he or she has exhausted all of his or her sick leave and other paid time off.
- (3) In making a request under this section, the employee shall provide verification of the catastrophic injury or illness. Verification shall be made by means of a letter, dated and signed by the sick or injured person's physician, indicating the incapacitating nature and probable duration of the illness or injury.
- (4) Upon determination that the employee is unable to work due to his/her own or a family member's catastrophic illness or injury, any other employee, upon written notice to the Board of Trustees, may donate accrued vacation and/or sick leave credits to the requesting employee.

Donations shall be at a minimum of eight hours, and in hourly increments thereafter.

- (5) To ensure that employees retain sufficient accrued sick leave to meet their own needs, donors shall not reduce their accumulated sick leave to fewer than 35 hours.
- (6) All transfers of eligible leave credit shall be irrevocable.
- (7) The Superintendent/Principal or designee shall ensure that all donations are confidential.
- (8) The employee who is the recipient of the donated leave credits shall use those credits within 12 consecutive months. If donated credits are not used by the employee within 12 consecutive months, the credits shall be placed in a pool that will be available to the next eligible employee who requests catastrophic leave.
- (9) An employee who receives paid catastrophic leave shall use any leave credits that he/she continues to accrue on a monthly basis before receiving paid leave pursuant to this program.

**4. Unpaid Leave of Absence**

The Board of Trustees reserves the right to specify the conditions under which long term leaves, not to exceed one (1) year, may be granted. Justification for long term leaves may include, but not be limited to, the following: study, travel, restoration of health, disabilities in the immediate family.

**5. Job Sharing**

- A. Job Sharing refers to one (1) assignment being shared by two (2) employees who have jointly agreed to work together. Job Sharing shall be effective for one year only, although a request may be renewed by following the same process described in paragraph D, subject to approval of the Board of Education.
- B. Employees may annually elect to participate in a job-sharing plan subject to approval of the Board of Education.
- C. Employees occupying a shared job shall receive prorated salary and split benefits (defined in Article XIV EMPLOYEE BENEFITS) as desired among the participating teachers sharing the contract as long as the total benefits package does not exceed 1 FTE.
- D. Employees requesting permission to participate in a job-sharing plan shall submit an appropriate application letter to the District by April 1 of the school year prior to the school year in which the job-sharing would commence. Said application letter shall stipulate the manner in which split benefits shall be shared.
- E. Employees occupying a shared job shall receive one year's credit toward step advancement in the salary schedule when employed more than 75% of the school year.



## ARTICLE X: TEACHING CONDITIONS

1. The Board recognizes that appropriate texts, library reference facilities, maps, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession.
2. The Board shall provide each teacher with the following:
  - A. A separate desk with a lockable drawer space.
  - B. Closet space to store coats and other personal articles.
  - C. Whiteboard space in every classroom.
  - D. Storage space in every classroom for instructional materials.
  - E. Adequate paper, pencils, pens, whiteboard erasers, and other such material required in daily teaching responsibility.
  - F. Any special equipment or apparel, if required by the School District.
3. The Board shall make available in each school, restroom and a room, which shall be reserved for use as a faculty lounge.
4. Adequate off-street parking facilities shall be provided and properly maintained and identified as being for the exclusive use of teachers.
5. Teachers shall not be required to work under unsafe conditions, as determined by the appropriate State agency, or to perform tasks which endanger their health, safety or well-being except in a declared state or national, state or local emergency, as authorized by law.

## ARTICLE XI: CERTIFICATED EMPLOYEE EVALUATION

### Vallecitos School District Teacher Evaluation Procedures and Timelines

#### **First and Second Year Probationary Temporary Teachers With a Satisfactory Performance Evaluation.**

- Notification of Evaluator by October 1.
- Planning Conference by October 15. All evaluation documents will be discussed and provided.
- Two formal observations will take place between the first day of school and the December holiday break.
- All pre-eval documents will be given to the principal one week prior to the observation.
- Post conferences will occur within one week after each observation.
- Two formal observations will take place between January and the end of April. All required procedures and documents for the first two observations will remain the same.
- For all observations, the principal may elect to utilize a PAR teacher to assist in evaluating and coaching a first or second year teacher.

**First and Second Year Probationary Temporary Teachers With an Unsatisfactory Performance Evaluation.**

- Notification of Evaluator by October 1.
- Planning Conference by October 15. All evaluation documents will be discussed and provided. An Improvement Plan will be required and will be a part of the planning conference.
- A minimum of Three formal observations will take place between the first day of school and the December holiday break. The Principal may require more than three observations.
- All pre-eval documents will be given to the principal one-week prior to the observation.
- Post conferences will occur within one week after each observation.
- A minimum of Three observations will take place between January and the end of February. The Principal may require more than three observations. All required procedures and documents for the first three observations will remain the same.
- When necessary, letter of intent not to re-employ will be given by March 15<sup>th</sup> after Vallecitos School Board approval.
- For all observations, the principal may elect to utilize a PAR teacher to assist in evaluating and coaching a first or second year teacher.

**Vallecitos School District  
Teacher Evaluation Procedures  
and Timelines**

**Permanent Status Teachers Overview**

For all permanent teachers, evaluations shall occur at least once every two years. The principal must approve the method of evaluation for each teacher. In addition to the chosen method of evaluation, each teacher is expected to participate in and complete the following on an annual basis.

- Develop annual S.M.A.R.T. goals aligned to the school wide and/or grade level goals.
- Participate in Professional Development activities aligned to our school wide professional learning community goals and initiatives. For example, attending workshops or reading/discussing literature.
- If selecting the Alternative Evaluation Method, each teacher will share his/her plan at a staff meeting.

**Observation Evaluation Method for Permanent Status Teachers**

- Notification of Evaluator by October 1.
- Planning Conference by October 15. All evaluation documents will be discussed and provided.
- A minimum of one formal observation will take place between the first day of school and the end of February. The Principal or designee may conduct more than one formal observation at their discretion.
- All pre-eval documents will be given to the principal one-week prior to the observation.
- Post conferences will occur within one week after each observation.

**Alternative Evaluation Method for Permanent Status Teachers**

- Notification of Evaluator by October 1.
- Planning Conference by October 15. Form A, B, C, or D must be completed by

- the teacher and approved by the principal during the planning conference.
- Alternative Evaluation Final Forms are due to the principal by May 15.
  - A permanent teacher must have three consecutive past evaluations indicating that the teacher meets or exceeds standards.
  - The principal must approve the teacher to participate in the Alternative Evaluation Method.

Alternative Evaluation Options:

1. **Professional Development Workshop:** Participate in a professional development workshop(s) directly related to the Professional Learning Community goals and objectives of our school, and/or tied to a specific component of the Vallecitos Single School District Plan to improve student learning. You must meet all the requirements outlined in **Form A**.
2. **Peer Coaching:** The principal and teacher will work together to identify a peer coach. The teacher will conduct classroom observations and engage in team teaching in an area directly related to the school wide and/or grade level goal area(s), or a specific area within your teaching to improve upon. You must meet all the requirements outlined in **Form B**.
3. **Videotape a Lesson:** The teacher will videotape herself/himself teaching. The classroom teacher and an identified peer coach or administrator will view the videotape to identify areas of strength and areas needing improvement. You must meet all the requirements outlined in **Form C**.
4. **Develop a Plan for Improvement:** In order to develop your own plan for improvement, you must meet the following criteria.
  - The topic and plan must directly relate to the professional learning community model.
  - The plan must possess a strong focus on improving student learning in a specific content area.
  - The plan must directly relate to the school wide or grade level goal area(s).
  - The plan must be outlined using Form D and approved by the principal.

# Vallecitos School District Certificated Evaluation

**Rating Scale:** The scale will be used for the teacher and principal to evaluate each of the following aspects of teaching.

Unsatisfactory = 1 Needs Improvement = 2 Satisfactory = 3 Commendable = 4 Exemplary = 5

Unsatisfactory (1): Performance is far below an acceptable level. Does not meet District standards.  
 Needs Improvement (2): Performance is below an acceptable level and needs improvement.  
 Satisfactory (3): Performance is acceptable or meets District standards.  
 Commendable (4): Performance is better than satisfactory or acceptable.  
 Exemplary (5): Performance far exceeds the District's standards.

## Lesson Planning and Design

Designs long range instructional timelines to implement CCSS and /or essential standards. 2 3 4 5  
 Comments:

- Selects lesson objectives at the correct level of difficulty. 2 3 4 5

Comments:

- Lesson plans are well organized and include the Essential Elements of Instruction. 2 3 4 5

Comments:

The classroom environment and all instructional materials are well organized and enhance lesson delivery and overall effectiveness of the lesson(s). 2 3 4 5  
 Comments:

## Instruction

- Teaches with a strong focus on grade level CCSS and/or essential standards. 2 3 4 5

Comments:

- The lesson objectives are clearly communicated, understood by students, and are taught at the correct level of difficulty. 2 3 4 5

Comments:

• An Anticipatory Set is effectively used to motivate and enhance student interest in the lesson objectives. 2 3 4 5  
Comments:

Modeling strategies are effective and improve students' understanding of the lesson objectives. Comments: 2 3 4 5

Active Participation strategies are effective, purposeful, and require students to demonstrate what they are learning. Comments: 2 3 4 5

• Guided Practice is effective and assists students in attaining the lesson objectives. Comments: 2 3 4 5

• Independent Practice time is afforded and improves students' ability to demonstrate proficiency of the lesson objectives. Comments: 2 3 4 5

• The lesson is well paced and improves students' ability to learn lesson objectives. Comments: 2 3 4 5

• Lesson closure is effectively used and require students to recall or demonstrate the learning outcomes. Comments: 2 3 4 5

• Teacher tone of voice, ability to articulate/communicate, and body language are appropriate and enhance lesson delivery. Comments: 2 3 4 5

**Classroom Management**

• Teacher creates a positive and productive learning environment. Comments: 2 3 4 5

• Room arrangement enhances teacher's ability to manage students and improves students' ability to learn. 2 3 4 5  
Comments:

Teacher redirects student behavior in a respectful and effective manner. 2 3 4 5  
Comments:

• Teacher consistently communicates and demonstrates high expectations of student behavior and student learning. 2 3 4 5  
Comments:

### Assessment

Assessment for Learning: Teacher utilizes formative assessments to guide his/her instruction, and provide students with extra time and support and enrichment opportunities. 2 3 4 5  
Comments:

Assessment of Learning: Teacher utilizes summative assessments to evaluate overall effectiveness of teaching and student learning. 2 3 4 5  
Comments:

Teacher collaborates with his /her team to analyze student data, improve instruction and changes or improvements to student intervention and enrichment opportunities. 2 3 4 5  
Comments:

Teacher provides feedback to students on a timely basis. 2 3 4 5  
Comments:

Teacher utilizes formative and/or summative assessment results to set student goals and requires students to monitor their learning throughout the school year. 2 3 4 5  
Comments:

### Professionalism

Teacher participates in professional development workshops and activities to improve his /her overall effectiveness as a classroom teacher. 2 3 4 5  
Comments:

Teacher professionally and effectively collaborates with colleagues to improve student learning. 2 3 4 5  
Comments:

Teacher complies with District and school rules, policies and procedures. 2 3 4 5  
Comments:

Teacher is a positive contributor to the District's Mission and Core Values. 2 3 4 5  
Comments:

VSD and VEA/CTA/NEA Agreement July 1, 2022 through June 30, 2023

Revised and Approved: 04/11/2023

## Alternative Evaluation Form A Professional Development Workshop

*Please provide a typed, written response beneath each of the following statements. Your feedback and reflection will be shared with the principal on or before May 15<sup>th</sup>.*

1. Describe how your professional development activity directly relates to one or more of the following: The District Mission and/or Core Values, the Site Plan to Improve Student Learning, the Professional Learning Community Model, grade level S.M.A.R.T goal(s), Common Core Standards or Essential Standards.
2. Describe 2 or more of the most significant learning outcomes from your professional development.
3. Name specific strategies and action steps you plan to implement in your classroom as a result of your professional development activity.

### End of Year Reflection

- List the strengths of the strategies and action steps you implemented throughout the school year:
- List any weaknesses, issues or concerns related to the strategies and action steps you implemented:
- What are your next steps to improve in this area:

## Alternative Evaluation Form B and C Videotape a Lesson

*Please provide a typed, written response beneath each of the following statements. Your feedback and reflection will be shared with the principal on or before May 15<sup>th</sup>.*

Name of Peer Coach:

Teaching Area of Focus:

Schedule of Preconference, Observations, Post Conference Dates With Peer Coach:

School wide or Grade Level Goal Area(s):

*The peer coach and classroom teacher will complete the following reflection prior to the post conference discussion.*

**Identify specific teaching strengths observed:**

**Identify specific areas needing changes or improvements:**



## Alternative Evaluation Form D Individual Improvement Plan

*Please provide a typed, written response beneath each of the following statements. Your feedback and reflection will be shared with the principal on or before May 15<sup>th</sup>.*

1. Describe your Improvement Plan and how it will improve student learning in a specific content area:
  
2. Describe how your Improvement Plan directly relates to one or more of the following: The District Mission and/or Core Values, the Site Plan to Improve Student Learning, the Professional Learning Community Model, grade level S.M.A.R.T goal(s), Essential Standards:
  
3. Describe how you plan to demonstrate the outcomes of your Improvement Plan and what impact it has had on student learning:

### ARTICLE XII: TEACHER RESPONSIBILITIES FOR SUPERVISION OF NON—TEACHERS

#### 1. Instructional Aides

- A. The District shall not assign instructional aide without prior input and/or the concurrence of the teacher to whom the aide is to be assigned.
- B. The duties to be performed by an instructional aide or volunteer aide shall be approved by the supervisory teacher.
- C. Instructional aides or volunteer aides shall not perform regular duties of the teacher unless the performance of such work is under the supervision of a teacher.
- D. The Superintendent, or designee, shall supply all pertinent background data (e.g., interests, talents, education) of an instructional aide or volunteer aide to the teacher who is being asked to supervise such aide.
- E. A teacher may be requested to provide evaluation input of an instructional aide. Upon request, the resulting evaluation by management may be shared with the teacher.

#### 2. Non-Instructional Aides

Teacher supervision of non-instructional aides shall not require full-time direct, visual contact of such aide.

## ARTICLE XIII: SAFETY

1. Teachers shall not be required to work under unsafe conditions which endanger health, safety, or well-being. Teachers shall be informed by the principal of any student who has been identified as having a behavioral or medical problem that may affect the health and welfare of the teacher and/or other students.

2. **Suspension by Teacher from Classroom:**

A teacher may suspend from the classroom a student for the day of the suspension and the day following for any acts enumerated in Section 48900 as listed in Section 3 below. The suspension (also called an "in-house" suspension) is from the classroom only and not from school.

A teacher must:

- A. Inform the student of the grounds for suspension.
- B. Provide the student an opportunity for denial.
- C. Inform student of evidence.
- D. Report the suspension to his/her principal.
- E. Arrange with another teacher for the student to remain in the other teacher's classroom for the duration of the suspension.
- F. Contact the parent and explain the suspension.

Suspension from a classroom can be ordered only after other means of correction have failed or student's continued presence is a threat to other students or disrupts instruction. Suspension can not last longer than five (5) days in length for the same offense.

3. **Causes for suspension means the student has:**

- A. Caused, attempted to cause, or threatened to cause physical injury to another person.
- B. Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object unless, in the case of possession of any such object, the pupil had obtained written permission to possess the item from a certificated school employee, which is concurred with by the principal of the designee of the principal.
- C. Unlawfully possessed, used, sold, or otherwise furnished, or been under the influence of, any controlled substance, as defined in Section 11007 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind.
- D. Unlawfully offered, arranged, or negotiated to sell any controlled substance, as defined in Section 11007 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind, and then either sold, delivered, or otherwise furnished to any person another liquid substance, or material and represented the liquid, substance, or material as a controlled substance, alcoholic beverage, or intoxicant.
- E. Committed robbery or extortion.
- F. Caused or attempted to cause damage to school property or private property.
- G. Stolen or attempted to steal school property or private property.
- H. Possessed or used tobacco, except as provided in Section 48901,
- I. Committed an obscene act or engaged in habitual profanity or vulgarity.

J. Unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Section 11364 of the Health and Safety Code.

K. Disrupted school activities or otherwise willfully defied the valid authority or supervisors, teachers, administrators, school officials, or other school personnel engaged in the performance of their duties.

4. **Exclusion of Students from Classroom**

Unless a clear and present danger exists, a teacher may recommend to the Board of Trustees to exclude from a classroom (Ed. Code 48211, et. al.) any student who has filthy or vicious habits; or suffers from a contagious or infectious disease; or suffers from physical or mental disability which would cause his attendance to be detrimental to the welfare of other students.

- A. A child may not be excluded from a classroom until the Board has met and has made a determination as to the need of the recommended exclusion.
- B. The child may not be excluded until the Board has notified the parents of the exclusion in writing.
- C. Should the Board of Trustees fail to follow the teacher's recommendation, it shall provide the teacher with its reasons in writing.

If a clear and present danger exists, the teacher may recommend to the Superintendent to exclude a child prior to the meeting of the Board of Trustees. In such extreme cases the following steps shall be implemented:

- A. A child may not be excluded from a classroom until the Superintendent has made a determination as to the need of the recommended exclusion.
- B. The child may not be excluded until the Superintendent has notified the parents of the exclusion,
- C. The Board of Trustees shall meet to consider the exclusion of the pupil at the earliest possible time.

- 5. A student excluded under Section 5 above shall not be entitled to return to any classroom until such time as the Superintendent has determined that the condition which prompted the exclusion no longer exists. Special education students require an IEP meeting and assessment considerations prior to changes in the instructional program.
- 6. A written description of the rights and duties of teachers with respect to student discipline, including expected standards of student behavior and consequences of violations of the student behavior policy shall be presented to each teacher on the first day of the school year.
- 7. Teachers shall promptly report cases of assault suffered by them in the performance of their duties to their immediate Supervisor, who shall report same to the Superintendent and to proper law enforcement authorities and notify the teacher that such report has been made.
- 8. Teachers shall immediately report, by telephone, suspected child abuse to a child protection agency. Such phone call shall, within thirty-six (36) hours, follow-up with a written report to the same agency. The immediate supervisor shall be notified of the telephone call and be given a copy of the written report.

## ARTICLE XIV: EMPLOYEE BENEFITS

### 1. District Paid Benefits

A. The mutual interests of the District and Association are to have high quality medical plans with as low an employee contribution as fiscal realities permit. Although subject to the negotiation process, the parties will endeavor to reach agreements in future years that maintain stable employee contribution levels.

Effective July 1, 2021, the District shall provide employees a package of fully paid medical plans with a maximum combined annual cap based on the cost of single coverage for Kaiser 10 or Network 1 Plans.

Employees must work six (6) hours per day (30 hours per week) to be eligible for the District insurance package.

B. The plan will include:

- a. The Kaiser HMO-Kaiser 10
- b. United Healthcare Performance HMO — Network 1, 2 & 3
- c. Delta Dental Super-composite with Ortho
- d. VSP Vision Composite Plan
- e. Standard Insurance Group Life
- f. Standard Insurance Salary Protection

The benefit plan year shall be from January 1 through December 31. The District insurance package will be included as an opener each year during negotiations.

### 2. Continuance of Benefits

A. Teachers who are absent on account of illness and who have exhausted their accumulated paid leaves shall continue to receive the group health insurance coverage as paid for by the Board for the remainder of the school year.

B. Teachers on other Board-approved, unpaid leaves of absence shall have the right to purchase the District insurance package, or any part, during said leave.

C. Teachers retiring from the District shall have the right to purchase the District insurance package or any part thereof without regard to age, based upon insurance company approval. Retiring employee must enroll in the District insurance package or any part thereof the month immediately after retiring in order to be eligible for this coverage.

### 3. Tax Sheltered Annuities

Teachers may participate in the tax sheltered annuity of their choice with the Board providing payroll deduction for this purpose.

### 4. Property Damage

The Board shall insure or reimburse teachers for loss, damage, or destruction of clothing or personal property suffered on district premises or on an authorized off campus trip for the District: Such reimbursement shall not exceed \$100 per incident. If the items or items lost, damaged, or destroyed is insured, only that amount not reimbursed by insurance up to \$100 shall be reimbursed by the District. Requests for reimbursement must be signed by the teacher and must include a statement that reasonable care was taken to protect the item or items from loss, damage, or destruction, and that the loss occurred while in the performance of duty.

**5. Flexible Spending Account Plan**

The District flexible spending account plan has been designed to meet Internal Revenue Service (IRS) guidelines as a "cafeteria plan" under Internal Revenue Code Section 125. Provisions shall be provided to all members for: (1) additional health benefits (premium conversion — including dependent coverage); (2) unreimbursed medical expenses; and (3) dependent care expenses in accordance with the terms listed below.

A. Administrative Fee: The district shall pay for the administrative fee charged for Option 1 (Premium Conversion Plan) and Option 2 (Medical Reimbursement Account) to a maximum fee of one hundred dollars (\$100) per employee per year. The employee shall pay the administrative fee for Option 3 (Dependent Care Reimbursement Account).

B. An employee may allocate up to a maximum of one thousand five hundred dollars (\$1,500) for reimbursement of medical expenses inclusive of dependents.

C. An employee may allocate up to a maximum of five thousand dollars (\$5,000) for reimbursement of dependent care expenses.

D. Neither the District nor the Association provides tax advice to employees in regard to their participation in the flexible spending account plan. It is up to the individual employee to determine the level of participation up to the maximum amounts previously outlined. This benefit plan is bound by IRS guidelines.

E. Participation in any of the three (3) options/accounts is an option to be decided by each employee. The amounts directed into these accounts are at the discretion of the employee and must be within the guidelines set by Internal Revenue Service.

It shall be the employee's responsibility to participate in yearly open enrollment periods and to notify the District, with appropriate District-supplied forms, as to the exact amounts of the deductions directed toward each flexible spending account. Employees may choose to increase, decrease, or stop participation during an annual open enrollment period.

Flexible spending accounts may be changed only during the annual open enrollment period unless the employee has a change in family status during the year. A change in family status includes marriage, divorce, birth or adoption, death or the termination of the employee's spouse's employment.

F. In an employee does not use all funds in his/her flexible spending account during the benefit year (October 1 through September 30), those funds remaining in a flexible spending account must be forfeited in accordance with current tax laws. In the event that there are funds in employee's flexible spending accounts after the end of the benefit year, those funds will be forfeited and applied toward the costs of operating the plan.

**ARTICLE XV: ASSIGNMENT/REASSIGNMENT**

**1. Assignment**

A. All teachers shall be given a tentative written notice of their salary schedule placement, class and/or subject assignments, and room assignments for the forthcoming year by the end of the current school year.

B. The District shall assign all newly-appointed personnel to their specific positions within the credential authorization for which the Board has appointed the teacher.

C. In the event that changes in previously announced schedules, class and/or subject assignments, or room assignments are needed prior to the start of the school year, the teacher affected shall be notified promptly in writing.

D. Every effort shall be made to assign teachers within the scope of their teaching certificates and/or their major or minor fields of study. However, this provision shall not be interpreted so as to require the District to terminate the employment of a current teacher and/or employ additional teachers.

## **2. Vacancies**

A. A vacancy is any vacated or newly created position.

B. No later than April 15 of each school year, the Superintendent shall deliver to the Association and post in the teachers' lounge a list of known vacancies which shall occur during the following school year. Supplemental lists shall be posted May 15 and June 15. The list shall include the closing date for each position which shall be at least five (5) working days following the posting date. Vacancies occurring during the school year shall be posted five (5) days before closing. All notices of vacancy shall contain job requirements for the position.

C. The District shall, upon request by a teacher, notify him/her during summer recess or period of leave of any posted openings which may arise during that summer recess or period of leave. The teacher's request must be in writing and include a mailing address for the summer or period of leave.

D. An employee applicant for a vacancy shall be selected to fill such vacancy if he/she is more qualified, as judged by training, experience and performance, than an outside applicant. In the event that an outside applicant is chosen for the position, the Superintendent, or designee, will meet with the employee applicant to discuss the reasons for selection of the outside occupant.

## **3. Voluntary Reassignment**

A. A teacher may submit a written request for a reassignment subsequent to the posting of a vacancy pursuant to the posting procedures of this Article.

B. If two (2) or more teachers with equal qualifications apply for a vacancy, the teacher with the greatest seniority shall receive the reassignment.

C. If an employee's request for voluntary reassignment is denied, he/she shall be granted, upon request, a meeting with the administrator to discuss the reasons for the denial. The teacher may request and shall receive written reasons for the denial following the meeting. If written reasons are requested, a copy shall be filed in the employee's personnel file, but shall not be used in any adverse personnel action that may be taken against the employee.

## **4. Involuntary Reassignment**

A. In the event that changes in assigned schedules, class and/or subject assignments, or room assignments are needed, the teacher affected shall normally be notified promptly in writing.

B. No involuntary reassignment shall be made if there is a qualified volunteer available who is acceptable to

the Superintendent. When an involuntary reassignment is necessary, a teacher's area of competence, major or minor field of study, length of service in the District, and other relevant factors shall be considered in determining which teacher is to be reassigned.

- C. Notices of an involuntary reassignment for the next school year shall be given to teachers as soon as practicable and except in cases of emergency not later than May 1.
- D. A teacher shall not be involuntarily reassigned from a primary (TK-3) position to an intermediate position (4-8) or vice versa, unless there was no other option, within the same financial expenditure, or that it is in the best interest of the educational program.
- E. An involuntary reassignment shall be made only after a meeting between the teacher involved and the Superintendent at which time the teacher shall be notified of the reason thereof.
- F. Teachers who are reassigned during the school year shall be allowed one (1) day of release time for preparation prior to the effective date of the reassignment. The District shall provide assistance in the moving of the teacher's material whenever he/she is reassigned.
- G. Teachers returning from leave shall be afforded all rights provided under this Article.

#### **ARTICLE XVI: MISCELLANEOUS PROVISIONS**

- 1. Any individual contract between the Board and an individual teacher hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement.
- 2. This Agreement shall supersede any rules, regulations or practices of the Board, which are or may during the term of this Agreement be contrary to or inconsistent with its terms.
- 3. The provisions of this Agreement shall not be interpreted or applied in a manner, which is arbitrary, capricious or discriminatory. Rules which are designed to implement this Agreement shall be uniform in application and effect.
- 4. A teacher's notification to the Board that he/she intends to resign shall remain revocable for seventeen (17) calendar days.

#### **ARTICLE XVII: DISTRICT RIGHTS**

- 1. It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control the affairs of the District to the full extent of the law. Included in, but not limited to these duties and powers are the exclusive right to: Determine its organization; direct the work of its employees; determine the time and hours of operation; determine the kinds and levels of services to be provided, and the method and means of providing them; establish its educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move, or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods for raising revenue, contract out work; and take action on any matter in the event of an emergency. In addition, the District retains the right to hire, classify, assign, evaluate, promote, terminate, and discipline employees.
- 2. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof and the use of judgement and discretion in

connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the law. In the exercise of these rights, the District agrees to not infringe upon the rights provided in this Agreement or employee and employee organization rights guaranteed under the law.

3. The District retains its right to amend, modify, or rescind policies and practices referred to in this Agreement in cases of emergencies such as national, state, or country declared emergencies and natural disasters, when it is necessary to do so in order to cope with the emergency. If such action is necessary, the District action shall be limited to the time necessary to provide for the safety of the students and/or to return the educational program to a functional level as determined by the Board.

### **ARTICLE XVIII: SAVINGS PROVISION**

1. If any provisions of this Agreement are held to be contrary to law by the courts of the State of California, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

### **ARTICLE XIX: CONCERTED ACTIVITIES**

1. During the terms of this Agreement, the Association will not cause; permit; threaten or participate in any strike, including the refusal to cross any other labor organization's picket lines; walkout; slowdown; boycott; unlawfully picket; work stoppage; refusal to work; or any other unlawful interference with the operation of the District.
2. The Association recognizes the duty and obligation of its representatives to comply with the provisions of the Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slow—down, or other interference with the operations of the District by employees who are represented by the Association, the Association agrees in good faith to advise and direct those employees to cease such action.
3. It is agreed and understood that any employee violating this Article may be subject to discipline up to and including termination by the District in accordance with the provisions of the Education Code.
4. The Board agrees that it will not lockout teachers, nor will it do anything to present continuity of performance by the teachers required in the normal and usual operation of the District.

### **ARTICLE XX: PEER ASSISTANCE AND REVIEW**

1. In accordance with Education Code section 44500 et seq., the parties have established the Vallecitos Peer Assistance and Review Program to enhance professional development, improve the quality of instruction, and to provide peer assistance and professional accountability.
2. Peer Assistance and Review Panel shall be composed of two (2) teachers, selected by the Association and one (1) administrator, appointed by the District. The Panel shall operate by consensus whenever possible. If consensus is not attainable, the Panel shall operate by majority vote. Except as indicated above, the Review Panel will adopt its own operating procedures.
3. Each Panel member, consulting teacher, and participating teacher shall be paid at the rate specified in Article VI (1) for time served.



## ARTICLE XXI: SALARY

### 1. Annual Salaries

A. The certificated salary schedule set forth in Appendix A will be increased as follows:

5%, effective July 1, 2022.

### 2. Classification by Professional Preparation

A. New teachers shall be placed on the appropriate class of the salary schedule in accordance with the degrees and advanced preparation they have completed, which are accepted by the Board. Reassignment to a higher classification shall become effective at the beginning of the next school year after the new classification requirements have been met,

B. All units taken beyond the bachelor's degree generally must be upper division or graduate level units. Lower division units will be considered by the district only if they have been approved by the State Commission on Teacher Credentialing for an advanced or specialized credential. Units must be from an accredited institution with a grade of "C" or higher and be applicable to an appropriate advanced degree or to their teaching field. The District reserves the right of prior course approval for any units of class work taken as these are to be used as credit for classification. All units are subject to final approval by the District Superintendent as directed by the Board of Trustees.

C. All units are equivalent to semester units.

### 3. Initial Step Placement

A. Credit for previous teaching is increased to fifteen (15) years. Each year of full-time teaching shall count one vertical step on the salary schedule. A year of teaching is defined as eight (8) or more months in one calendar year, based upon a five (5) day week or its equivalent. Maximum initial placement shall be on step sixteen (16).

B. Credit shall be given for all full-time credentialed teaching in public or private schools. Credit will not be given for practice or cadet teaching.

C. Initial placement on the salary schedule shall be at the appropriate step and column.

### 4. Step Requirements

The advancement on the salary schedule shall be at the rate of one step for each year of teaching experience. If a teacher is employed for at least seven-tenths (7/10ths) of a school year, he/she shall be given credit for that year's experience for salary schedule advancement purposes.

### 5. Salary Payment

Annual salaries, as set forth in this Agreement, shall be paid in ten (10) or twelve (12) equal installments. Such pay option shall be at the discretion of individual teachers and subject to the conditions as set forth by the San Diego County Office of Education.

6. A teacher may not submit more than twelve (12) semester units for advancement in the salary schedule per school year.

7. Notification of movement to a higher class must be made in writing not later than May 1<sup>st</sup> and the transcripts for the semester unit credits for said movement must be submitted to the Superintendent by November 1<sup>st</sup>. The movement on the salary schedule will be reversed if transcripts are not actually received by the District by December 1.

8. The annual stipend available to unit members serving as specialized academic instructors is increased to

\$1,500.00. To be eligible, the unit member must:

- A. Have a full credential to serve in the capacity as a specialized academic instructor (resource specialist)
- B. Be serving in that capacity on or after July 1, 2019.

9. **Extra Duty Assignments and Professional Development**

Effective in the 2022-23 school year, unit members performing extra duty assignments will, with prior approval from the District, be paid at the hourly rate of \$50. Such extra duty assignments include, but are not limited to, after school instruction, directed student instruction (i.e., ESY, Home Hospital, etc.), District curriculum development and delivering District in-service training. Such extra duty assignments do not include activities for which a stipend is available and additional work days outside the 184-day contract year.

Unit members attending professional development activities outside the teacher workday or 184-day contract year will, with prior approval from the District, be paid at the daily rate of \$168.00 (hourly rate of \$24 if less than a full day).

Any extra duty assignment or professional development activity offered by the District outside the teacher workday or 184-day contract year, including summer, with or without pay, shall be strictly voluntary.

Payment for extra assignments shall not be subject to retroactive pay calculation.

**Signatories for July 1, 2022 through June 30, 2023 VSD and VEA Agreement**



Mrs. Christine Kara, President  
Vallecitos Educators Association, CTA/NEA



Meliton Sanchez III  
Superintendent / CBO  
Vallecitos School District

Date: 5.11.2023

Date: 5/11/2023

**Appendix A: Certificated Salary Schedule (effective July 1, 2022)**

Vallecitos School District  
Board Approved April 11, 2023

COL	4	5	6	7	8	9	COL
STEP	BA	BA+15	BA+30	BA+45 or MA	BA+60 or MA+15	BA+75 or MA+30	STEP
1	47,464	49,363	51,338	53,390	55,526	57,748	1
2	48,703	50,651	52,677	54,785	56,976	59,255	2
3	49,974	51,973	54,052	56,214	58,463	60,801	3
4	51,279	53,330	55,463	57,682	59,989	62,388	4
5	52,617	54,722	56,910	59,186	61,554	64,016	5
6	53,990	56,150	58,396	60,732	63,161	65,687	6
7		57,616	59,920	62,316	64,809	67,402	7
8		59,119	61,484	63,943	66,501	69,161	8
9			63,088	65,612	68,236	70,966	9
10			64,736	67,325	70,017	72,819	10
11				69,082	71,845	74,719	11
12				70,884	73,721	76,669	12
13				72,735	75,644	78,670	13
14				74,633	77,618	80,723	14
15				76,581	79,645	82,830	15
16				78,580	81,724	84,992	16
17					83,856	87,210	17
18					86,044	89,486	18
19					88,290	91,823	19
20					90,595	94,219	20
21					92,960	96,678	21
22					95,385	99,201	22
23						99,201	23
24						99,201	24
25						101,790	25

## Appendix B• Instructional Calendar

Note: The instructional calendar is reviewed by the calendar committee on an annual basis and approved by the Vallecitos Board of Trustees. The instructional calendar may be obtained in the front office.

## Appendix C: Grievance Forms

NOTE: Grievance forms may be obtained from the District Office

### INFORMATION: Committee Assignment Descriptions

- **Curriculum Chair:** Chair curriculum committee meetings. Duties to include developing agenda, minutes, organizing meetings, and leading the committee to completion of its assigned tasks.
- **Curriculum Committee:** Serve in committee and provide input as necessary. Do other related duties as assigned by the committee including serving in subcommittees if established.
- **School Site Council Member:** Serve in the VAC and provide input as necessary. Do other related duties as assigned by the committee including serving in subcommittees if established or serving as an officer.
- **ELAC/DELAC Coordinator:** Coordinates meetings with parents and community members that represent English learner students for the purpose of meeting the goals and objectives and services for those students.
- **Eighth Grade Student Coordinator:** Serve as teacher representative in the Student Council, coordinate fund raising activities, organize promotion ceremonies, organization & attendance of other 8<sup>th</sup> grade activities, including annual 8<sup>th</sup> grade field trips, and other related duties as assigned.
- **PTSO Teacher Representative:** Serve in the PTSO and provide input as necessary. Do other related duties as assigned by the committee including serving in subcommittees if established or serving as an officer.
- **Yearbook Chairperson:** Develop, coordinate, and implement a yearbook for the school. Organize promotional events and sales of yearbook.
- **Art Fair Chairperson:** Develop, coordinate, and implement an Arts Fair for the school. Organize promotional events and attend parent showcase events.
- **Science Fair Chairperson:** Develop, coordinate, and implement a Science Fair for the school. Organize promotional events for the Science Fair including attendance at Science Fair Night.
- **Athletic Director:** The general duties of the director involve scheduling, developing and adhering to a program budget, assisting with supervision, training, supervising and coordinating of coaches, arranging student transportation; representing the athletics program in community organizations, and evaluation the program effectiveness.

The Athletics Director will develop, by May 1st of each year, a proposed budget and schedule of activities for the year. The program must include regular practice sessions and a competitive game schedule. The proposed budget and schedule shall be submitted to the site principal for approval. A maximum of one (1) day release time shall be provided to the Athletics Director to cooperatively work with districts in the development of this schedule.

The planned activities shall include dates and times for:

- open enrollment window when students may elect to participate;
- planned training exercises; and
- The meets or competition events.

The director shall comply with all of the following:

1. ensure compliance with state, local and school rules relating to the particular sport;
  2. oversee the teaching of game rules;
  3. oversee the teaching of the necessary skills to students;
  4. responsible to provide for the prevention and care of injuries when they occur;
  5. make up schedules and bear the responsibility for following them;
  6. participate in the evaluation of the program;
  7. follow ethical practices;
  8. provide open lines of communication with students, parents, faculty and administration;
  9. assume responsibility for the care and inventory of athletic specific equipment;
  10. relay pertinent information to players, parents, and potential players through formal announcements;
  11. take responsibility for the safety and welfare of individuals under his/her care;
  12. verify that all participants have the appropriate medical insurance and medical examinations;
  13. develop a budget, monitor the budget, and seek funding revisions as necessary;
  14. act as liaison person between the school, parent, civic organizations and community organizations.
  15. organize tournaments;
  16. attend and supervise students at all tournaments;
  17. supervise coaches; and
  18. train volunteer coaches as appropriate.
- **Athletic Coach:** The athletic coach works under the direction of the Athletic Director in assisting and providing for coaching in a variety of sports.
  - **Student Success Team Chair:** Chairs SST meetings. Duties include coordinating, scheduling, organizing and leading committee to its assigned task.
  - **BTSA/Induction Support Provider:** The support provider will serve as a mentor to new hires eligible for induction, and will adhere to all requirements of the program.
  - **Administrative Substitute Designee:** General duties include site administration related to areas including student discipline issues, coordination and oversight in emergency/evacuation/safety situations, interaction with teachers and parents regarding concerns, questions or issues as needed. Additionally, coordination of any scheduling challenges in the classroom environment including teacher and instructional aide schedules. Responsible for the smooth and safe implementation and execution at the site level of any school events planned for the day. Any other specific duties as assigned by the superintendent/principal related to a calendared event or anticipated situation.

