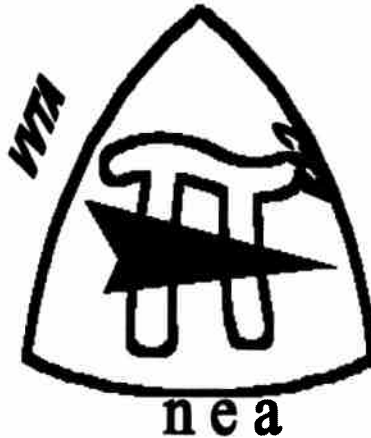


VICTOR VALLEY UNION HIGH SCHOOL DISTRICT



Certificated Staff Agreement



VICTOR VALLEY TEACHERS ASSOCIATION

Effective July 1, 2008 through June 30, 2011

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AGREEMENT BETWEEN
VICTOR VALLEY UNION HIGH SCHOOL DISTRICT
AND
VICTOR VALLEY TEACHERS ASSOCIATION

This is an agreement made and entered into this 20th day of January, 2010 between the Victor Valley Union High School District (hereinafter referred to as "District") and Victor Valley Teachers Association (hereinafter referred to as "Association"). The term "Member of the Bargaining Unit" is defined as an individual that is represented by the Association.

This agreement is entered into pursuant to Chapter 10.7, Section 3540-3549 of the Government Code ("Act").

This agreement shall remain in force and effect from July 1, 2008 until June 30, 2011.

The District and the Association mutually agree that they shall not discriminate against any Member of the Bargaining Unit on the basis of race, color, age, gender, sexual orientation, religion, ancestry or national origin, physical handicap, or membership in an employee organization.

1-20-10
AGREEMENT BETWEEN
VICTOR VALLEY UNION HIGH SCHOOL DISTRICT
AND
VICTOR VALLEY TEACHERS ASSOCIATION

SIGNATURE PAGE

Donna Davis
VVTA

Date: 1-20-10

Jose' M. Bernier
VVTA

Date: 1-20-10

U. Vargas
VVTA

Date: 1-20-10

TS
VVTA

Date: 1-20-10

Jill Hubbard
VVTA

Date: _____

VVTA

Date: _____

E. Yon
District

Date: 1-20-10

District

Date: _____

District

Date: _____

ARTICLE 1 - SALARY

1.1.1 Base Salary Schedule

| STEP | COLUMN 1 BA* | COLUMN 2 BA + 18 | COLUMN 3 BA + 36 | COLUMN 4 BA + 54 | COLUMN 5 MA | STEP |
|-------------|-------------------------|-----------------------------|-----------------------------|-----------------------------|------------------------|-------------|
| 1 | \$39,416 | \$40,796 | \$42,223 | \$43,701 | \$45,232 | 1 |
| 2 | \$41,247 | \$42,689 | \$44,184 | \$45,731 | \$47,330 | 2 |
| 3 | \$43,161 | \$44,672 | \$46,235 | \$47,854 | \$49,529 | 3 |
| 4 | \$45,164 | \$46,746 | \$48,382 | \$50,074 | \$51,828 | 4 |
| 5 | \$47,261 | \$48,916 | \$50,628 | \$52,400 | \$54,234 | 5 |
| 6 | \$49,455 | \$51,187 | \$52,978 | \$54,832 | \$56,751 | 6 |
| 7 | \$51,751 | \$53,563 | \$55,438 | \$57,378 | \$59,387 | 7 |
| 8 | \$54,153 | \$56,050 | \$58,012 | \$60,042 | \$62,143 | 8 |
| 9 | \$56,670 | \$58,652 | \$60,705 | \$62,830 | \$65,029 | 9 |
| 10 | \$59,299 | \$61,375 | \$63,523 | \$65,747 | \$68,047 | 10 |
| 11 | \$59,299 | \$61,375 | \$63,523 | \$65,747 | \$68,047 | 11 |
| 12 | \$62,053 | \$64,224 | \$66,472 | \$68,799 | \$71,207 | 12 |
| 13 | \$62,053 | \$64,224 | \$66,472 | \$68,799 | \$71,207 | 13 |
| 14 | \$62,053 | \$67,207 | \$69,558 | \$71,993 | \$74,512 | 14 |
| 15 | \$62,053 | \$67,207 | \$69,558 | \$71,993 | \$74,512 | 15 |
| 16 | \$62,053 | \$67,207 | \$72,788 | \$75,335 | \$77,971 | 16 |
| 17 | \$62,053 | \$67,207 | \$72,788 | \$75,335 | \$77,971 | 17 |
| 18 | \$62,053 | \$67,207 | \$72,788 | \$78,833 | \$81,592 | 18 |

* Alternative certificate.

** 193 day - Counselors will be paid the on the yearly salary schedule times 1.0547 rounded to the nearest dollar, refer to article 5.4

1.2 Salary Language

- 1.2.1 All units are semester units. Quarter units are converted to semester units by multiplying by a factor of two-thirds (2/3).
- 1.2.2 All Members of the Bargaining Unit will be placed at least on step 1, column 1, (including alternative certification). Advancement across columns is dependent on having a BA.
- 1.2.3 Members of the Bargaining Unit new to the District shall be given credit, year for year, for a maximum of nine (9) years in 2003-2005 in K-12 teaching experience in accredited schools. This is applicable for hires after July 1, 2003. A signing bonus can be designated on the position announcement for areas designated as special needs by the county.
- 1.2.4 Members of the Bargaining Unit, who in any one school year have served at least seventy-five percent (75%) of the number of work-days specified in this contract, shall be deemed to have served a complete school year for salary advancement purposes.
- 1.2.5 Column Advancement
 - 1.2.5.1 Member of the Bargaining Unit shall be placed and/or advanced to the appropriate column of the salary schedule in accordance with the Member of the Bargaining Unit's completion of all requirements as defined within the salary schedule. Placement shall occur following the receipt by the District of an official transcript(s) or other official school document(s) showing completion of the required units or degree.
 - 1.2.5.2 When receipt occurs between the 1st and the 15th of the month, advancement will take place the next month. When receipt occurs between the 16th and the last day of the month, advancement will skip one month before taking effect.

1.2.7 Approval of Units for Advancement

- 1.2.7.1 A Member of the Bargaining Unit must have prior approval (see example Appendix 2) from the Superintendent or designee. Only units from accredited colleges and universities (as accepted by the California State Department of Education) shall be used for classification advancement.
- 1.2.7.2 A Member of the Bargaining Unit or the District may appeal a decision regarding acceptability of units to the Superintendent, then to the Board of Trustees if a resolution is not achieved.

ARTICLE 2 - EQUITY/ TRUST CLAUSE

- 2.1 It is agreed that in the event another group of district employees receive a salary increase (off/on schedule) greater than the amount agreed upon herein, VVTA's bargaining unit salary schedule will be adjusted upward to reflect the difference. This provision shall not apply to routine classification actions.

- 2.1 This Article is not intended to apply to reclassification/restructuring which results in individual position placement changes on the salary schedule.

ARTICLE 3 - EXTRA DUTY ASSIGNMENTS

3.1 Extra duty pay is for assignments over and above the contract day with compensation based upon the following percentages of base salary (Column 1, Step 1) applicable to the appropriate fiscal year salary schedule.

3.2 Coaches and Directors

3.2.1 Recommendation for appointment or removal will originate with the principal and be submitted through the Superintendent to the Governing Board for approval.

3.2.2 Extra duty pay for coaching positions is effective only when the designated sport is played in interscholastic competition or as otherwise designated.

CLASS "A"

| | <u>SCHEDULE</u> |
|----------------------------|---|
| Band Director - HS | 7% of District Certificated base Salary (Column 1, Step 1) rounded to nearest dollar. |
| Baseball Head Coach - HS | |
| Basketball Head Coach - HS | |
| Football Head Coach - HS | |
| Track Head Coach - HS | |
| Soccer Head Coach - HS | |
| Softball Head Coach - HS | |
| Swimming Head Coach - HS | |
| Volleyball Head Coach - HS | |
| Wrestling Head Coach - HS | |

CLASS "B"

| | <u>SCHEDULE</u> |
|----------------------------------|---|
| Annual Director - HS | 6% of District Certificated base Salary (Column 1, Step 1) rounded to nearest dollar. |
| Band Director - JHS/MS/Alt | |
| Baseball Asst. Coach - HS | |
| Basketball Asst. Coach - HS | |
| Cheerleader Director - HS | |
| Choral Director - HS/JHS/MS/Alt. | |
| Cross Country Head Coach - HS | |
| Drama Director - HS | |
| Football Asst. Coach - HS | |
| Golf Head Coach - HS | |
| Soccer Asst. Coach - HS | |
| Softball Asst. Coach - HS | |
| Swimming Asst. Coach - HS | |
| Tennis Head Coach - HS | |
| Tournament Fencing Coach HS | |
| Track Asst. Coach - HS | |
| Volleyball Asst. Coach - HS | |
| Water Polo Head Coach - HS | |
| Wrestling Asst. Coach - HS | |

CLASS "C"

SCHEDULE

| | |
|---|--------------------------------|
| Annual Director - JHS/MS/Alt. | 5% of District Certificated |
| Activity/Athletic Director - JHS/MS/Alt. | base Salary (Column 1, Step 1) |
| Cross Country Asst. Coach - HS | rounded to nearest dollar. |
| Drama Coach JHS/MS/Alt. | |
| Drill Team, Drumline, Color Guard Director JHS/MS/HS/Alt. | |
| Military Competition Advisor HS | |
| Mock Trial Advisor - HS | |
| School Newspaper Director - HS | |
| Senior Class Advisory - HS | |
| Student Leadership - HS | |
| Tennis Asst. Coach - HS | |
| Trainer - HS | |
| Water Polo Asst. Coach - HS | |

CLASS "D"

SCHEDULE

| | |
|---------------------------------|--------------------------------|
| Basketball Coach JHS/MS/Alt. | 3% of District Certificated |
| Cross Country Coach JHS/MS/Alt. | base Salary (Column 1, Step 1) |
| Decathlon Coach HS | rounded to nearest dollar. |
| Golf Coach JHS/MS/Alt. | |
| Math Team Coach JHS/MS/Alt. | |
| Pentathlon Coach JHS/MS/Alt. | |
| Soccer Coach JHS/MS/Alt. | |
| Track Coach JHS/MS/Alt. | |
| Volleyball Coach JHS/MS/Alt. | |
| Wrestling JHS/MS/Alt. | |

CLASS "E"

SCHEDULE

| | |
|--|--------------------------------|
| Educational Competition Advisor JHS/MS/HS/Alt. | 2% of District Certificated |
| History Day Advisor JHS/MS/HS/Alt. | base Salary (Column 1, Step 1) |
| Military Competition Advisor JHS/MS/Alt. | rounded to nearest dollar. |
| Pep Squad / Spirit Squad Leader JHS/MS/Alt. | |
| Science Fair Advisor JHS/MS/HS/Alt. | |

HS = High School

MS = Middle School

JHS = Junior High School

Alt. = Alternative Education

3.3 Department Chairs

- 3.3.1 At least once every three years, using a staggered method or when there is a vacancy for a Department Chair or Assistant Department position (where applicable), any tenure department member who is NCLB compliant may submit an application for the position prior to April 1st.

All applicants shall be interviewed by an interview committee consisting of two department members and one administrator. The two department members shall be chosen by the department by a secret ballot vote verified by the VVTA. After the interviews the interview committee shall rank the applicants. The principal shall choose the department chair from the top two applicants chosen by the interview committee with the goal of completing the appointment process no later than May 1st.

Nothing in this section requires the District to create a department for any subject area that has at least nine (9) sections. However, all sections shall be included in a department.

The provisions of this section may be waived or varied in exceptional circumstances by mutual agreement between the District and the VVTA.

- 3.3.2 The minimum number of sections required to have a department is nine (9) for high schools and eleven (11) for junior high schools/middle schools.
- 3.3.3 In a high school, an athletic director is considered a department chairperson at the high school Level IV, and a head counselor is considered a department chairperson at the Level II. Periods for supervision and curriculum work may be assigned by the Principal on a semester basis and will be within the regular staffing formula. No individual may be compensated for more than one department chairperson position. Departments will be classified according to the number of teaching sections in the department with pay set according to a percentage of the base (Column 1, Step 1) salary listed in the following schedule.

| <u>SCHEDULE</u> | | | |
|-----------------|-----------------------------|---|---|
| <u>LEVEL</u> | <u>HIGH SCHOOL SECTIONS</u> | <u>PERCENT OF BASE CHAIR/ HIGH SCHOOL</u> | <u>PERCENT OF BASE ASSISTANT/CHR. HIGH SCHOOL</u> |
| I | 9 - 20 | 4% | |
| II | 21 - 30 | 6% | |
| III | 31 - 40 | 8% | |
| IV | 41 - 60 | 10% | |
| V | 61 - 70 | | 2% |
| VI | 71 - 80 | | 3% |
| VII | 81 - 90 | | 4% |
| VIII | 91 - 100 | | 5% |
| IX | 101+ | | 6% |

| <u>LEVEL</u> | <u>JUNIOR HIGH/ MIDDLE SCHOOL SECTIONS</u> | <u>PERCENT OF BASE CHAIR/JUNIOR HIGH MIDDLE SCHOOL</u> |
|--------------|--|--|
| I | 11 - 23 | 4% |
| II | 24 - 35 | 6% |
| III | 36 - 47 | 8% |
| IV | 48+ | 10% |

3.4 Teaching Additional Periods

- 3.4.1 Teacher compensation for teaching an extra period during the school year will be based on the following formula:

Annual Salary /SY =183 days) / Periods in the Member of the Bargain Unit's Assigned Day (equivalent periods) = Per Diem Rate per Period

High Schools -- Annual Salary/183days per SY/6 Periods = Per Diem Rate per Period

Middle Schools -- Annual Salary /183days per SY/7 Periods = Per Diem Rate per Period

- 3.4.2 All prep period substituting will be paid at the Member of the Bargaining Unit's per diem rate (see Articles 3.4.1 & 6.3.2); therefore, the conference period will be either before or after school as arranged with the site administrator, either on site or on school business.

- 3.4.3 Teaching additional periods is voluntary and is contingent upon enrollment and sustained enrollment numbers.

3.5 Hourly Rates

- 3.5.1 Additional Extra Duties (Not Covered in Article 3.2, 3.3 & 3.4) - The District agrees to pay an hourly rate of Thirty-two (\$32.00) for assigned extra duties over and above the provisions of Article 6 of this agreement.

- 3.5.2 Performing extra classroom duties is contingent upon enrollment and sustained enrollment numbers.

3.6 District-level Teachers On Assignment

- 3.6.1 At least once every three (3) years, or when there is a vacancy for a District-level TOA, the District will post the position(s) and accept applications from any tenured unit member.

- 3.6.2 Following a District interview process, the District may assign teachers to perform certificated duties as District-level Teachers on Assignment ("TOA"). The interview panel will consist of three (3) individuals, with one (1) of the three (3) being a teacher representative chosen by the VVTA president.

- 3.6.3 District-level TOA's will consist of the following positions: District Librarian, BTSA Support Providers and English Learner Teacher on Assignment.

- 3.6.4 The District-level TOA positions may be filled depending on the District's needs and the finances available.

- 3.6.5 The District-level TOA's will have a 193 day work year. A District-level TOA will be paid on the yearly salary schedule times 1.0547 rounded to the nearest dollar (Refer to Article 1.1.1). District-level TOA's will not be compensated for any additional time.

ARTICLE 4 - HEALTH AND WELFARE BENEFITS

- 4.1 No less than thirty percent (30%) of any district directed group that evaluates and/or recommends health and welfare insurance shall be members of the Association.

The District may change providers as long as the current levels of benefits are maintained.

- 4.2 The District agrees to provide health (including mental), dental, and vision insurance for each Member of the Bargaining Unit and family (spouse and dependants), employed fifty percent (50%) or more in a paid, assigned position. The District will also provide life and accidental death and dismemberment insurance for the Member of the Bargaining Unit in the amount equal to thirty thousand dollars (\$30,000) for employees on the salary schedule steps 1 - 13 and fifty thousand dollars (\$50,000) for employees above step 13. These employee benefits will be provided at no cost to the Member of the Bargaining Unit. A new Member of the Bargaining Unit will receive Health and Welfare benefits beginning with the first of the month following their employment.

4.2.1 The District agrees to a dental benefit with a maximum of two thousand dollars (\$2000) per calendar year, per family member, as provided by the selected dental carrier.

4.2.2 The District will provide optional, employee paid, spouse and dependent life insurance at a reasonable rate.

4.3 Retiree Benefits

4.3.1 Retiree Program --The District shall provide group health insurance benefits to the Member of the Bargaining Unit who retires from the District and family (spouse and dependants as defined by the carrier re: 4.3.2.1 and 4.3.3.5). These benefits will be the same health, dental, and vision coverage, as those for an active Member of the Bargaining Unit. Benefits will be provided at a cost not to exceed the premium for a Member of the Bargaining Unit coverage charged during the term of this agreement during the retirees eligibility period (re: 4.3.2.2.)

4.3.1.1 When paid by the retiree, life insurance coverage may be continued at the same premium rate as the current Member of the Bargaining Unit until age sixty-five (65).

4.3.1.2 When paid by the retiree after age sixty-five (65), optional supplemental life insurance may be continued at rates and coverage determined by the carrier.

4.3.2 Retiree Eligibility -- In order to receive benefits under Article 4, the Member of the Bargaining Unit must:

- 4.3.2.1 Retire from District employment with a minimum of ten (10) years of District service (calculated on the basis of years times full time equivalent - FTE) and a minimum age of fifty-five (55) (Refer to 1.2.5) (Summer programs, summer school, and teaching additional periods, do not apply).

For example:

- * Six (6) years of full time service and eight (8) years at half-time service equates to ten (10) years of district service ($6 \times 1.0(\text{FTE}) + 8 \times 0.5(\text{FTE}) = 10$ years service).

- 4.3.2.2 District paid benefits will expire when the employee is eligible for full Medicare benefits. The retiree may elect to continue coverage under the district's health at their own expense.

- 4.3.2.3 Submit a letter of intent to the District ninety (90) days preceding retirement.

4.3.3 Terms of the Retiree Program -- The terms of the retirees' benefits shall be as follows:

- 4.3.3.1 The District will contribute an amount not to exceed the premium for an active Member of the Bargaining Unit's coverage charged during the term of this agreement to fund retiree benefits as specified in 4.3.1.

- 4.3.3.2 The contribution will be applied to health insurance benefits provided through the District-adopted hospital and medical insurance program for Members of the Bargaining Unit. If the retired Member of the Bargaining Unit lives outside the service area of the District's adopted programs, the District will reimburse the retired Member of the Bargaining Unit for hospital and medical insurance premiums; this amount shall not exceed the premium for an active Member of the Bargaining Unit.
- 4.3.3.3 Upon reaching eligibility for part A and B Medicare benefits, any retired employee under this program must apply for Medicare and Medicare shall become the primary insurance plan. The retiree may elect to continue coverage under the District's health plan at his/her own expense.
- 4.3.3.4 Upon entering the Medicare program, a retired employee ceases to be a Member of the Bargaining Unit for the purpose of this Agreement, but may continue voluntary programs.
- 4.3.3.5 A Member of the Bargaining Unit is not eligible for District paid benefits while receiving a disability allowance from the State Teachers' Retirement System (STRS), but may continue in the benefit program at the Member of the Bargaining Unit's own expense under the payment provisions established by the District. The cost shall not exceed the premium of an active Member of the Bargaining Unit. When disability allowance ceases, a Member of the Bargaining Unit will be allowed to re-enter the District paid program.

ARTICLE 5 – CALENDAR

- 5.1 The District agrees that the work year for Members of the Bargaining Unit (with the exception of 5.4) shall not exceed 183 days exclusive of Saturdays and Sundays.
- 5.2 The District agrees that Members of the Bargaining Unit will not be required to teach more than one hundred eighty (180) instructional days during any school year.
- 5.3 The District recognizes that any increase or decrease in the instructional time per workday is negotiable.
- 5.4 A counselor will have 193 day work year. A counselor will work the normal schedule, plus ten (10) additional days in the fiscal year. A 193 day counselor will be paid on the yearly salary schedule times 1.0547 rounded to the nearest dollar (Refer to Articles 1.1.1, 1.1.2).

5.5 STAFF DEVELOPMENT DAYS

- 5.5.1 A participant is designated as a “classroom teacher” (certificated teacher who has students assigned for at least one period a day for instructional purposes) and must be present for the full staff development day.
- 5.5.2 Staff development will be scheduled annually on up to three full, mutually acceptable days outside of the normal duty days described in section 5.1 above by the association and the District.
 - 5.5.2.1 Participants must sign in for each staff development day. Participants must sign-in prior to the beginning of each session, morning and afternoon. Sign-in sheets will be available fifteen (15) minutes prior to each session’s start time.
- 5.5.3 This article will be reopened annually to determine the staff days the next school year.
- 5.5.4 Compensation for one full day of staff development under the SB1193 Instructional Time and Staff Development Reform Program shall be 85 percent of per diem.
- 5.5.5 If the SB1193 Instructional Time and Staff Development Reform Program ceases funding staff development this article will be held in abeyance and reopened for negotiations.
- 5.5.6 If the SB1193 Instructional Time and Staff Development Reform Program changes the funding level by more than \$5.00 this article will be reopened for negotiations on restitution only (Article 5.5.4).

ARTICLE 6 - HOURS OF EMPLOYMENT

6.1 Duty Day

6.1.1 A Member of the Bargaining Unit shall be assigned a workday of not more than six (6) hours and thirty-five (35) minutes exclusive of lunch.

6.1.2 A Member of the Bargaining Unit shall have a thirty (30) minute duty free lunch.

6.1.3 A Member of the Bargaining Unit with at least one half (.5) FTE regularly scheduled classes shall be assigned a conference/preparation period equal in length to their class period.

6.1.4 A Member of the Bargaining Unit shall be consulted when assigned more than three (3) different preparations (different subjects, different levels, different grades) within the duty day.

6.2 Adjunct Duty Time

In addition to the above duty hours, the administration may require an amount not to exceed twenty (20) clock hours per school year per Member of the Bargaining Unit for staff and department meetings, school site(s) back-to-school / open house meeting, student activity supervision, and other required time outside the duty day. A portion of these hours may be served as unpaid period substituting at the prior mutual agreement between a site administrator and a Member of the Bargaining Unit. (One (1) period of substituting is equal to one (1) clock hour.)

6.3 Substituting During the Regular Duty Day

If a Member of the Bargaining Unit with regularly scheduled classes is requested to substitute during the regular duty day, the following will occur:

6.3.1 A Members of the Bargaining Unit will be asked to substitute only if no other daily substitute on that campus is available or in the case of an emergency.

6.3.2 A Member of the Bargaining Unit who substitutes during their conference/preparation period will be compensated at his/her per diem rate (see Article 3.4.1).

6.3.3 If it is absolutely necessary for Counselors or Teachers on Assignment to substitute in a classroom, he/she will be compensated at his/her hourly per diem rate.

6.3.4 Members of the Bargaining Unit who are needed to period substitute assigned from a rotating volunteer list. Absent a volunteer, period substitutes will be assigned on a rotation basis alphabetically, using the site master schedule.

6.4 Collaboration Time

- 6.4.1 In order to provide bargaining unit members sufficient time to work collaboratively with their colleagues on instructional issues, up to ninety minutes, shall be set aside during the normal duty day for structured collaboration time, without altering instructional minutes weekly, duty day, prep time during conference/preparation period, before and/or after school prep time. Collaboration time shall be for Small Learning Communities etc.

The Agenda for these sessions shall be developed on a quarterly basis by two-thirds vote of the Bargaining Unit Members at each site.

Agendas, attendance records and minutes shall be turned into the principal within five working days of each session.

- 6.4.2 By two-thirds (2/3) secret ballot vote the bargaining unit members on a site, the bargaining unit members may use a session for a specific site driven purpose.
- 6.4.3 The agenda for six of the sessions during each school year shall be established by the district.
- 6.4.4 The District shall implement up to the number of minutes/hours available yearly for collaboration time, above the required teaching minutes for students without infringing upon any article in the Collective Bargaining Agreement. [i.e. If a school had 26 hours over and above the required student minutes per Ed. Code, then the district shall only be allowed to implement 26 hours of collaboration time equally at all sites. The intent of both parties is to implement collaboration time equally district wide.

ARTICLE 7 - ASSOCIATION RIGHTS

- 7.1 The District agrees to allow the Association to purchase a maximum total of ten (10) working days of release time for the Association member-representatives as follows: when the Association submits requests for release time for three (3) or more of their member representatives, five (5) days prior written notice is required; when the Association submits requests for release time for fewer than three (3) member representatives, three (3) days prior written notice is required. The Association agrees to reimburse the District the current rate of pay per each substitute used. The Association further agrees that this provision shall not be used for negotiations or in connection with concerted activities.
- 7.2 The District will assure that all revisions and additions to the Victor Valley Union High School District Policy(s) shall be made available to the Association at the beginning of each school year. Revisions and additions to the District Policies throughout the school year shall be forwarded to the Association President. Responsibility for keeping the Association's District Policy(s) current shall rest with the Association.

7.3 Use of Facilities

7.3.1 The Association can use available District facilities and equipment during reasonable times for meetings and other Association activities, providing that requests for the use of facilities shall be submitted on regular District forms. "Reasonable time" shall be defined to mean not interfering with or interrupting the instructional program.

7.3.2 The Association may request the use of District educational technology equipment and/or studio. In the event any cost accrues to the District under this provision the Association shall reimburse the District that cost.

7.3.3 The Association shall have the right to post notices of Association concerns on bulletin boards, at least one of which shall be provided in each school site in an area frequented by Members of the Bargaining Unit, and other common methods of distribution during non-instructional time.

7.4 Appointment of Committee Representatives

The Association President or designee shall exclusively select their Association representative(s) to District committees that include Association representation.

- 7.5 The Association's negotiating team shall be provided reasonable release time for "at-the-table" negotiations at no loss of salary or other benefits.

Grievant(s), witness(s), and Association representative(s) shall be provided time for grievance meetings/hearing at no loss of salary or other benefits.

- 7.6 For the mutual benefit of all the Members of the Bargaining Unit, it is the agreement of the District and the Association that the voting membership of the Association is the exclusive representative.

- 7.7 Beginning with the 2010-11 school year, unless there is an emergency, the District shall refrain from scheduling District-wide or principal-called meetings on the 1st and 4th Wednesday of the month after the instructional day making this time available for VVTA meetings. Examples of District-wide or principal-called meetings include, but are not limited to, school-wide or District-wide events such as Back to School Nights, Parent Nights and Open Houses requiring all staff to attend. Athletic events, student fine arts presentations such as student plays, band, orchestra and choral music performances are excluded from this prohibition and may be scheduled on the 1st and 4th Wednesdays.

ARTICLE 8 - DISTRICT RIGHTS AND RESPONSIBILITIES

- 8.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control to the full extent of the law. Included in but not limited to those duties and powers are the rights to: determine its organization; direct the work of its employees; determine times and the hours of operation; determine the kinds and levels of services to be provided and the methods and means of providing them; establish its educational opportunities of students; determine the staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of the District operations; determine the curriculum; build, move, or modify the facilities; establish budget procedures and determine budgetary allocations; determine the methods of raising revenue; contract out work; and take appropriate action as required to meet an emergency. In addition, the Board retains the right to hire, classify, assign, evaluate, promote, demote, suspend, terminate, and discipline employees.
- 8.2 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 the law.

ARTICLE 9 - TRANSFER

9.1 Definitions

- 9.1.1 A "transfer" is the movement of a Member of the Bargaining Unit from one site to another site and may include a change in grades or subject area as long as the move involves changing sites.
- 9.1.2 A "reassignment" is the movement of a Member of the Bargaining Unit from one subject area to another subject area, one grade level to another grade level, or other reconfiguration within the same school site.
- 9.1.3 A "vacancy" is any certificated position that does not have a Member of the Bargaining Unit assigned to it. This includes any vacated, promotional, or newly created position, including a position created by reconfiguration or restructuring.
- 9.1.4 "Seniority" is the Member of the Bargaining Unit's initial date of certificated service in the District.
 - 9.1.4.1 Members of the Bargaining Unit with the same initial date of certificated service in the District shall have their seniority number determined by lot when necessary.
 - 9.1.4.2 A lottery shall be conducted in the presence of at least two (2) Victor Valley Teacher Association representatives. Once a lottery is used to determine a Member of the Bargaining Unit's seniority, that seniority shall remain in effect while the Member of the Bargaining Unit is employed in the District.

9.2 Notice of Vacancy

- 9.2.1 Any Bargaining Unit Member who has been involuntarily transferred in the last five (5) years will be personally notified in writing if a vacancy in their credentialed area subsequently becomes available at the site from which they were involuntarily transferred.
- 9.2.2 The District Office shall post notice of each vacancy, as it occurs, at the District Office and at each school site in an area frequented by Members of the Bargaining Unit. The notice should include the following:

A closing date which is at least ten (10) calendar days following the posting date and job description, credentials and qualifications necessary to meet the requirements of the position.
- 9.2.3 No assignment to permanently fill the vacancy shall be made until after the closing date.
- 9.2.4 In the event a vacancy posting occurs during a period of more than five (5) non-student days excluding weekends, the District will mail a notice of vacancy to each Member of the Bargaining Unit in a timely manner.

- 9.2.5 Notwithstanding any other provision or requirement of this contract, if a vacancy is created at any time during the contractual work year (as defined by the work year for classroom teacher), prior to filling the vacancy the District must notify Members of the Bargaining Unit by 1) posting the vacancy on Ed-Join, the District website, and at each District comprehensive site (e.g., bulletin board, teachers' lounge); 2) notifying all Bargaining Unit Members by email; 3) sending notice of vacancy by NTI to each certificated teacher and 4) giving telephone and/or e-mail notice to the association president, the District shall not fill the vacancy in less than 48 hours excluding weekends and holidays after having given the required notices. The district need not post such vacancies for the normal contractual 10-day posting period.

9.3 Voluntary Transfer

- 9.3.1 In the event a vacancy occurs at a site(s), the Member of the Bargaining Unit may apply in writing through the District Personnel Office for a voluntary transfer.
- 9.3.2 If the vacancy occurs during a school year or within twenty (20) calendar days of prior to the first contracted day, the approval of both principals is necessary to affect a voluntary transfer.
- 9.3.3 If a vacancy occurs for the succeeding school year more than twenty (20) calendar days prior to the first contracted day, only the approval of the receiving principal is necessary.
- 9.3.4 Voluntary transfer requests shall be given priority consideration.
- 9.3.5 A Member of the Bargaining Unit will receive written selection /non-selection notice in a timely manner.
- 9.3.6 A Member of the Bargaining Unit returning from leave shall be afforded all rights provided under this section, including the receipt of all posted vacancies upon request.

9.4 Involuntary Transfer

In the event a site is required to reduce certificated staff as a result of declining enrollment and/or program reduction, an involuntary transfer may take place under the following conditions:

- 9.4.1 The position to be reduced is determined by site management based on site enrollment and site program needs.
- 9.4.2 Involuntary transfers shall take place in reverse order of District seniority at the site with consideration of credentialing.
- 9.4.3 In the event a site is required to reduce certificated staff and there is a vacancy in the same credential area at another site, an involuntary transfer may take place under the following conditions:
 - 9.4.3.1 There were no voluntary requests to transfer to the vacant positions from qualified bargaining unit members in accordance with 9.3 Voluntary Transfer of the negotiated contract.
 - 9.4.3.2 Involuntary transfers shall take place only after all Members of the Bargaining Unit have been given the opportunity to apply in writing for any and all vacant positions for which they qualify in the District.
- 9.4.4 A Member of the Bargaining Unit affected by involuntary transfers shall be given a notice of transfer, including the reason(s) from the Superintendent or designee by certified mail within four (4) District working days following the decision.
- 9.4.5 The Member of the Bargaining Unit may appeal the decision to the Board of Trustees in writing within ten (10) days of receipt of the certified notice. A decision shall be rendered no later than the board meeting immediately following the meeting at which the Board received the written appeal. The Member of the Bargaining Unit will comply with the transfer until the decision is rendered.
- 9.4.6 A Member of the Bargaining Unit who is transferred/reassigned, voluntarily or involuntarily, during the contracted school year (refer to 5.1) shall be allowed two (2) days of paid release time for preparation prior to the effective date of the transfer/reassignment. The District shall provide assistance in moving a Member of the Bargaining Unit's classroom materials whenever he/she is transferred/reassigned.
- 9.4.7 A Member of the Bargaining Unit considered for involuntary transfer shall have the right to any existing vacancies pursuant to the voluntary transfer provision of Article 9.3 for which he/she is certificated.

- 9.5 It is the goal of each site to notify Members of the Bargaining Unit of their proposed teaching assignment for the next school year as soon as possible.

A Teacher on Special Assignment who is returning to the classroom shall have the right to any existing vacancies, for which he/she is credentialed, with the approval of the receiving principal. If no vacancies are available, or if the receiving principal does not approve the transfer, placement shall take place in reverse order of district seniority with consideration of credentialing.

ARTICLE 10 - PUBLIC COMPLAINTS

10.1 Definitions

- 10.1.1 A "complaint" is a complaint filed by a parent or guardian of a pupil enrolled in the District against a Member of the Bargaining Unit.
- 10.1.2 An "informal complaint" is a verbal complaint or personal written note.
- 10.1.3 A "formal complaint" is a written complaint on the Uniform Complaint Form.

10.2 General Guidelines

- 10.2.1 Every effort should be made to resolve the complaint at the earliest possible level.
- 10.2.2 An administrator shall notify the Member of the Bargaining Unit in writing within five (5) contracted days or as soon as possible during non-contracted periods upon receiving a complaint.
- 10.2.3 If a complaint involves sexual harassment, the initial complaint should be made directly to the offending Member of the Bargaining Unit's immediate supervisor. The Member of the Bargaining Unit is not required to resolve sexual harassment complaint(s) directly with the complainant.
- 10.2.4 All matters related to a complaint shall be kept confidential to the extent allowed by the law. Only those individuals directly involved in resolving the complaint shall be informed of the complaint. A Member of the Bargaining Unit may request an Association representative to be present at any meeting concerning the complaint.
- 10.2.5 All documents, communications and records dealing with the complaint shall be placed in the District complaint file. No such material shall be placed in an employee's personnel file. Only disciplinary actions of a substantiated complaint shall be placed in the Member of the Bargaining Unit's personnel file.
- 10.2.6 No reprisals shall be taken against any participant in a complaint procedure by reason of such participation.
- 10.2.7 Time limits specified in these procedures may be reduced or extended in any specific instance by written mutual agreement of the parties involved. If specified or adjusted time limits expire, the complaint may proceed to the next step.
- 10.2.8 Any complaint not taken to the next step shall be considered settled on the basis of the answer given at the preceding step.

10.3 Informal complaints

- 10.3.1 An informal complaint is made directly to the Member of the Bargaining Unit or a site administrator.
- 10.3.2 Members of the Bargaining Unit and site administrators are encouraged to resolve complaints informally. Formal complaint procedures shall not be initiated unless informal efforts to resolve the complaint have been exhausted and the complainant has provided a written description of such efforts.
- 10.3.3 An administrator shall notify the Member of the Bargaining Unit in writing within five (5) contracted days or as soon as possible during non-contracted periods upon receiving a complaint

10.4 Formal Complaint Procedures

- 10.4.1 If a complaint has not been satisfactorily resolved by informal procedures, the complainant shall file a detailed written complaint containing all pertinent facts with the Superintendent/designee. Failure by the complainant to put the complaint into written form will be considered by the District as a dropping of the complaint.
- 10.4.2 Within five (5) working days of receiving the complaint, the Superintendent/designee will forward the complaint to the immediate supervisor or principal who shall notify the Member of the Bargaining Unit in writing of the complaint within five (5) contracted days.
- 10.4.3 The Member of the Bargaining Unit shall have ten (10) contracted days to make a written response regarding the complaint.
- 10.4.4 The immediate supervisor or principal shall present all concerned parties with a written answer to the complaint within ten (10) contracted days.
- 10.4.5 If the complaint has not been satisfactorily resolved in Article 10.4.4, the complainant may file the written complaint with the Superintendent/designee after receiving the written response in Article 10.4.4. All information previously presented shall be included with the complaint and the immediate supervisor or principal shall submit to the Superintendent/designee a report describing attempts to resolve the complaint.

- 10.4.6 Within five (5) contracted days of receiving the complaint, the Superintendent/designee shall conduct any necessary investigation in an effort to resolve the complaint.
- 10.4.7 The Superintendent/designee shall present all concerned parties with a written answer to the complaint within ten (10) contracted days after the investigation.
- 10.4.8 If the complaint has not been satisfactorily resolved, the complainant may file a written appeal to the Board of Trustees. All information presented shall be included with the appeal, and the Superintendent/designee shall submit to the Board a report describing attempts to resolve the complaint.
- 10.4.9 An appeal hearing shall be held at the next regularly scheduled Board of Trustee meeting which falls at least twelve (12) days after the appeal is filed. This hearing shall be held in closed session if the complaint relates to matters properly addressed in closed session.
- 10.4.10 The Board of Trustee shall make its decision within thirty (30) days of the hearing and shall mail its decision to all concerned parties. The Board of Trustee's decision shall be final provided, however, that such decision shall not deprive the Member of Bargaining Unit of any rights in this agreement or the law.

ARTICLE 11 - EVALUATIONS

The purpose(s) of evaluating a Member of the Bargaining Unit is to recognize performance requiring improvement and/or commendation of his/her assignment.

11.1 The evaluation document will be issued to every new teacher upon entering the District and every returning teacher at the beginning of each school year. The evaluation form shall be the one agreed upon in 2000 and included in the appendix of this agreement. The evaluation form for counsellors shall be the one agreed upon in 2008.

11.2 Goals and objectives will be mutually agreed upon between the Member of the Bargaining Unit and the evaluator. If a mutual agreement is not reached the Superintendent or an Assistant Superintendent shall establish the goals and objectives.

Within thirty (30) contracted days of the beginning of the Member of the Bargaining Unit's assignment, goals and objectives shall be completed in writing. Upon the mutual agreement of the goals and objectives, both the Member of the Bargaining Unit and the evaluator shall receive a copy.

11.3 Time lines in Article 11 may be modified upon the mutual agreement between the Member of the Bargaining Unit and their evaluator, with the exception of the deadline for completing the formal written evaluation.

11.4 "Unsatisfactory" for the purposes of the overall rating for the evaluation means the classroom teacher received an unsatisfactory on a minimum of three (3) elements within two (2) of the first five (5) domains of the standards or two (2) elements within three (3) of the first five (5) domains of the standards. (See Appendix 1.)

11.5 For two consecutive years, three or more "Needs to Improve" and/or "Unsatisfactory" elements within each of two of the first five (5) domains of the standards or two or more "Needs to Improve" and /or "Unsatisfactory" elements within each of three (3) of the first five (5) domains of the standards constitute an "Unsatisfactory" formal written evaluation. (See Appendix 1.)

11.6 Probationary Member(s) of the Bargaining Unit

11.6.1 At least two (2) times during the school year, each probationary Member of the Bargaining Unit shall be observed in the performance of his/her assignment by his/her evaluator.

11.6.2 The first observation will take place no later than forty-five (45) contracted days after the beginning of the Member of the Bargaining Unit's assignment.

11.6.3 Within ten (10) contracted days of each individual observation, a written observation report shall be given to the Member of the Bargaining Unit and discussed with his/her evaluator.

- 11.6.4 No later than thirty (30) contract days prior to the end of the Member of The Bargaining Unit's contracted year, an evaluator shall present for review a formal written evaluation to the Member of the Bargaining Unit. Within ten (10) contracted days of receipt of the written evaluation a conference shall be held between the Member of the Bargaining Unit and his/her evaluator for the purpose of discussing the written evaluation.

- 11.6.5 The Member of the Bargaining Unit shall sign the written evaluation indicating that he/she has received a copy of the written evaluation. If there is a disagreement involving the evaluation the Member of the Bargaining Unit shall be offered the opportunity of attaching written clarifying or supportive statements to the written evaluation within ten (10) contracted days of the conference. A copy of all such materials must also be provided to the evaluator within the required indicated time period. The written evaluation will be forwarded to the District Office and placed in the Member of the Bargaining Unit's personnel file.
- 11.7 Tenured Member(s) of the Bargaining Unit
 - 11.7.1 At least one (1) time during the school year, each tenured Member of the Bargaining Unit shall be observed in the performance of his/her assignment by his/her evaluator.
 - 11.7.2 An observation shall take place no later than sixty (60) contracted days after the beginning of the Member of the Bargaining Unit's assignment.
 - 11.7.3 Within ten (10) contracted days of an observation, a written observation report shall be given to and discussed by the Member of the Bargaining Unit and his/her evaluator.
 - 11.7.4 Tenured Members of the Bargaining Unit shall be evaluated every other year. No later than thirty (30) contract days prior to the end of the Member of the Bargaining Unit's contracted evaluation year, an evaluator shall present a formal written evaluation to the Member of the Bargaining Unit for review. Within ten (10) contracted days of receipt of the written evaluation, a conference shall be held between the Member of the Bargaining Unit and their evaluator for the purpose of discussing the written evaluation.
 - 11.7.5 The Member of the Bargaining Unit shall sign the written evaluation indicating that he/she has received a copy of the written evaluation. If there is a disagreement involving the evaluation, the Member of the Bargaining Unit shall be offered the opportunity of attaching written clarifying or supportive statements to the written evaluation within ten (10) contracted days of the conference. A copy of all such materials must also be provided to the evaluator within the required indicated time period. The written evaluation will be forwarded to the District Office and placed in the Member of the Bargaining Unit's personnel file.

11.8 Re-evaluation of a Tenured Member of the Bargaining Unit

11.8.1 A tenured Member of the Bargaining Unit who receives an evaluation which designates the requirement for a reevaluation for the succeeding school year may select an additional evaluative administrator by October 1st of the school year when the new evaluation is to take place to evaluate his/her performance the following year.

11.8.2 The assigned evaluator, the selected evaluator, and the District certificated administrator appointed by the Superintendent shall each conduct at least two (2) observations during the first semester of the appropriate school year. The results of each evaluator's observation will be placed in writing within five (5) contracted days. The original will be given to the site evaluator and a copy will be given to the Member of the Bargaining Unit.

11.8.3 A conference shall take place between the assigned evaluator and the Member of the Bargaining Unit within five (5) contracted day following the date of the final observation conducted, as referred to in Article 11.6.2, for the purpose of discussing all prepared observations and to apprise the Member of the Bargaining Unit of the progress of problem(s).

11.8.4 Upon the completion of the conference in Article 11.6.3, the three (3) evaluators shall prepare, in writing, a Special Evaluation Report covering the period of the first school year semester. The original of the report is to be retained by the site evaluator, with copies given to the Member of the Bargaining Unit and to his/her personnel file. Prior to February 15th of each year, a conference shall take place between the site evaluator for the purpose of discussing the contents of all evaluation and any progress and/or problems(s) concerning the Member of the Bargaining Unit.

11.8.5 On or before the first contracted day in March, copies of each of the three (3) evaluating persons' Special Evaluation Report, along with a written memorandum of recommendation by the site evaluator (a copy of which shall be given to the Member of the Bargaining Unit), shall be forwarded to the Superintendent. The Superintendent shall review the results of the Special Evaluation Reports and on the basis of these reports and recommendations will determine whether the Member of the Bargaining Unit's performance is acceptable. On or before March 10th of each year, the Superintendent shall prepare in writing the decision and notify the Member of the Bargaining Unit with copies to the site and the appropriate file. Nothing herein prohibits the Superintendent from meeting individually or collectively with the parties directly involved in the Special Evaluation Report.

ARTICLE 12 - GRIEVANCE PROCEDURE

12.1 - Definitions

12.1.1 A "grievance" is a formal written allegation by a Member of the Bargaining Unit, a group of Members of the Bargaining Unit, or the Association that he, she, or it has been adversely affected by a violation, misapplication, or misrepresentation of the specific provisions of this Agreement. Actions to challenge or change the policies of the District, as set forth in the rules and regulations or administrative regulations and procedures of this District, are not within the scope of this procedure.

12.1.2 A "day" for the purpose of filing or processing grievances is a day in which the central administrative office of the District is open for business.

12.1.3 The "Immediate Supervisor" is the administrator having immediate jurisdiction over the grievant or one who has been designated by the District to adjust grievances. The District Superintendent will designate the "Immediate Supervisor" if this is not clearly understood.

12.1.4 A "grievant" may be any Member of the Bargaining Unit, group of Members of the Bargaining Unit, or the Association. The Association may be a grievant as it relates to the alleged violation of the rights of the Association pursuant to the definition of a grievance in Section 12.1.

12.2 Informal Level

Within fifteen (15) days after the occurrence of the act or omission giving rise to the grievance, and before filing a formal, written grievance, the grievant shall attempt to resolve it by informal conference(s) with the grievant's immediate supervisor. If, within ten (10) days after the first meeting, the alleged violation is not resolved by informal conference(s), the grievant may submit a formal grievance to Level 1, Section 12.3.1.

12.3 Formal Levels

12.3.1 Level 1 Immediate Supervisor

The grievant may present such grievance in writing on the grievant form to the Immediate Supervisor. The grievance statement shall include a clear, concise description of the alleged violation, the specific article(s) and section(s) allegedly violated, the circumstances involved, and the specific remedy sought. The Immediate Supervisor shall communicate a decision to the grievant in writing within ten (10) days after receiving the formal, written grievance. If the supervisor does not respond within the ten (10) day time limit, the grievant may appeal to the next level. Within the ten (10) day time limit, either party may request and be granted a personal conference with the other party.

12.3.2 Level 2 Superintendent

In the event the grievant is not satisfied with the decision rendered at Level 1, the grievant may appeal the decision, on the appropriate form, to the Superintendent or designated administrative officer within ten (10) days. This statement shall include a copy of the original grievance, the decision rendered, and a clear, concise statement of the reasons for the appeal. The Superintendent or designee shall communicate a written decision within ten (10) days after receiving the appeal. Either the grievant or the Superintendent/designee may request a personal conference within the ten (10) day time limit. If the Superintendent or designee does not respond within the ten (10) day time limit, the grievant may appeal to the next level.

12.3.3 Level 3 Board of Trustees

If the grievant is not satisfied with the disposition of the grievance at Level 2, or if no written decision has been rendered on or before the Level 2 decision deadline, within ten (10) days following such deadline the Association shall notify the Superintendent of its intent to submit the grievance on the appropriate form to the Board of Trustees. This statement shall include a copy of the original grievance(s), the decision(s) rendered and a clear concise statement of the reason(s) for the appeal. The Board of Trustees shall communicate its decision within thirty (30) days after the Superintendent receives the formal statement of appeal. If the Board of Trustees does not respond within the thirty (30) day time limit, the grievant may request (on the appropriate form to the Superintendent) binding arbitration of the dispute.

12.3.4 Level 4 Binding Arbitration

If the grievant is not satisfied with the decision or if the Board of Trustees (through the Superintendent) has not responded within the ten (10) day time limit, the grievant may, within ten (10) days, submit a request on the appropriate form to the Association for binding arbitration of the dispute. The Association will notify the District of its intent to arbitrate (or not arbitrate). Grievances shall be jointly submitted for binding arbitration and conducted according to the provisions of the Voluntary Labor Arbitration Rules of the American Arbitration Association (A.A.A.). Both parties agree to request the list of five (5) arbitrators from the State Mediation and Conciliation Service.

12.3.4.1 The Association and District shall attempt to agree upon an arbitrator. If no agreement can be reached within ten (10) days from the Association's notification of submission to Arbitration, a joint request shall be made within five (5) days to the State Mediation and Conciliation Service requesting a list of five (5) arbitrators.

12.3.4.2 Within five (5) days of the receipt of the list of arbitrators the Association and District shall meet and will alternately strike names until one remains. The remaining name shall be the selected arbitrator. The order of striking shall be determined by lot.

12.3.4.3 The fees and expenses of the arbitrator and/or those ordered by the arbitrator shall be borne equally by the District and the Association. All other expenses shall be borne by the party incurring them.

12.3.4.4 The grievant and the Association's representative shall be given release time to present the grievance in the arbitration hearing(s). Member of the Bargaining Unit witnesses shall be provided release time to testify. Repetitive testimony shall be limited to two (2) unit members.

12.3.4.5 Board members may attend arbitration hearings as observers, with notification to the Association prior to the day of the hearing. All arbitration hearings shall be held within the District or at a place selected by mutual agreement.

12.3.4.6 The arbitration shall be limited solely to the interpretation and application of this Agreement to the precise issue(s) submitted for arbitration. The arbitration shall not determine any other issue(s). The arbitrator shall have no power or authority to recommend or resolve any of the following:

- 12.3.4.6.1 The dismissal of a tenured employee.
- 12.3.4.6.2 The termination of service or failure to reemploy a probationary employee.
- 12.3.4.6.3 The classification of an employee as probationary.
- 12.3.4.6.4 The termination of services or failure to reemploy an employee in a position for which extra compensation is received.
- 12.3.4.6.5 The content of the unit member's evaluation.
- 12.3.4.6.6 The District's right to promulgate rules, policies or procedures for the implementation of this Agreement.

12.3.4.7 The arbitrator shall be limited as follows:

- 12.3.4.7.1 Where the District has made a judgement involving the exercise of discretion, the arbitrator shall review such decision solely to determine whether the decision has violated the Agreement and shall not substitute the arbitrator's judgement for that of the District. The intent is not to negate binding arbitration, but rather to force the arbitrator to stick to the Agreement.
- 12.3.4.7.2 The arbitrator shall not add to, subtract from, amend, modify, or alter any provisions or procedures contained in this Agreement.
- 12.3.4.7.3 The arbitrator shall not issue statements of opinion or conclusions not essential to the resolution of the grievance issue(s) submitted.
- 12.3.4.7.4 The arbitrator's award may include financial reimbursement or other proper remedy, except fines, damages, or penalties.

12.3.4.8 The arbitrator's decision shall be in writing and shall set forth precise findings of fact, reasoning, and conclusions on the grievance issues submitted. The decision shall be final and binding on both parties.

12.4 If two or more persons have the same grievance(s), such persons may elect to consolidate the grievance. The signatures of such persons must be present on the grievance form to indicate their election. Decisions shall apply to all parties.

12.5 Until final disposition of a grievance takes place, the grievant is required to conform to the original direction of the supervisor, except in matters relating to the real and actual physical danger to the welfare of the grievant.

12.6 Miscellaneous

12.6.1 The District shall not agree to a resolution of a formal grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.

12.6.2 Nothing contained herein will be construed as limiting the right of any grievant to discuss a grievance informally with the immediate supervisor, or to have the grievance resolved, prior to Step 2 of binding arbitration, without intervention of the Association, provided that the resolution is not inconsistent with the terms of this agreement. Any proposed resolutions at Levels 1 and 2 shall not be agreed upon by the District until the Association has been provided with a copy of the grievance, proposed resolution, and reasons thereof, and has been provided an opportunity to respond.

12.6.3 If a grievance arises from action or inaction on the part of a member of the administration at a level above the principal or immediate supervisor, the grievant may submit such grievance in writing to the Superintendent/designee directly and the processing of such grievance will commence at Level 2. Failure to appeal a decision at any level within the specified time limit(s) finalizes the decision rendered at that level.

12.6.4 Since it is important that grievances be processed as rapidly as possible, the time limit(s) specified at each level should be followed completely and every reasonable effort should be made to expedite the process. The time limit(s) may, however, be extended by mutual agreement.

ARTICLE 13--ABSENCES

13.1 Definitions for the purpose of this Article shall be as provided:

- 13.1.1 A "serious health condition" is any illness, injury, impairment, or physical or mental condition that either involves inpatient care in a hospital, hospice or residential care facility, or involves continuing treatment or supervision by a health care provider.
- 13.1.2 A "family" is defined as the spouse, mother, father, grandmother, grandfather, grandchild, son, daughter, sister, brother, uncle, aunt, niece, nephew, spouse's "family", in-laws, any person living in the immediate household of the Member of the Bargaining Unit, or petition to the administration for any other significant relative.
- 13.1.3 A "day" shall be any day a Member of the Bargaining Unit is expected to be on duty, only for Article 13.
- 13.1.4 A "sick day" is a day granted to a Member of the Bargaining Unit who is unable to work due to personal illness, any medical appointment, injury, or quarantine.
- 13.1.5 An "industrial accident or industrial illness" means any injury or illness caused as a result of service for the District, as determined by the Worker's Compensation.

13.2 Sick Days

- 13.2.1 A "sick day" is a day granted to a Member of the Bargaining Unit who is unable to work due to personal illness, any medical appointment, injury, or quarantine. Each Member of the Bargaining Unit shall be entitled to fourteen (14) sick days for each full year of service rendered, plus any amount not taken in previous years. Such sick days may be taken at any time during the school year in accordance with Education Code Section 44978.
- 13.2.2.1 If the members of the bargaining unit cumulatively reduce the use of sick/personal necessity days by five (5) percent, the members of the bargaining unit shall receive an additional sick day.
- 13.2.2.2 An additional sick day will be granted to members of the bargaining unit if they cumulatively reduce the use of sick/personal necessity days by another five (5) percent (total of 10%).
 - 13.2.2.2.1 The absentee rate base will be based on the 2002-2003 school year, calculated the last day of school for the 2002-2003 school year.
- 13.2.3 Members of the Bargaining Unit using sick days shall receive their regular salary.

- 13.2.4 In the event of three or more consecutive days of absence due to illness during the school year, the District may require a statement from a physician/state licensed health care practitioner, certifying the illness.

In the event that all accumulated sick days have been used, the District may require a statement from a physician/state licensed health care practitioner, certifying the illness for every day missed.

- 13.2.5 Upon exhaustion of all accumulated sick leave, a Member of the Bargaining Unit who would otherwise qualify for sick leave under provisions of this Article, shall receive, for up to one hundred (100) days, the difference between his/her pay and the amount actually paid a substitute(s) or if no substitute has been employed, the amount equal to his/her regular pay less the cost of a daily substitute(s).

- 13.2.6 A new Member of the Bargaining Unit of the District, who has been a certificated employee of another public school district in California for one year or more, may request, in writing, the transfer of any accumulated unused sick leave from the former district to the Victor Valley Union High School District. Such notice shall be filed during the first year of employment in Victor Valley Union High School District.

13.3 Industrial Accident and Industrial Illness Leave

- 13.3.1 An industrial accident or industrial illness as used in this agreement means any injury or illness caused as a result of service for the District, as determined by the Worker's Compensation.

- 13.3.2 A Member of the Bargaining Unit shall be entitled to up to a maximum of sixty (60) days of paid leave of absence as a result of an industrial accident or industrial illness.

- 13.3.3 The total of the Member of the Bargaining Unit's temporary disability indemnity and the portion of salary due to the Member of the Bargaining Unit during this absence shall at least equal the Member of the Bargaining Unit's full salary.

- 13.3.4 The Member of the Bargaining Unit shall be deemed to have recovered from an industrial accident or industrial illness and thereby able to return to work at such time as the Member of the Bargaining Unit's physician/state licensed health care practitioner so states and that statement is accepted by Worker's Compensation.

13.3.5 For any Member of the Bargaining Unit who is absent as a result of an industrial accident or industrial illness, the benefits provided in this section are to be used prior to and separate from sick day benefits. The District shall not deduct sick days for a period not to exceed sixty (60) days for any Member of the Bargaining Unit who is absent as a result of an industrial accident or industrial illness.

13.3.6 All industrial accident or industrial illness incident should be reported as soon as possible.

13.3.7 The District's report of an industrial accident or industrial illness shall be kept on file in the District Business Office.

13.4 Personal Medical Leave

13.4.1 The District shall provide a Member of the Bargaining Unit, upon written request, unpaid Personal Medical Leave in accordance with this Article.

13.4.2 Medical Leave shall be granted in the event of a "serious health condition" as defined in Article 13.1 of the Member of the Bargaining Unit.

13.4.3 Each Member of the Bargaining Unit will be, when practicable, returned to the same position held prior to the Personal Medical Leave.

13.4.4 Such leave granted under Article 13.4.1 may be for a period of up to one (1) year, and may be renewed upon request. Said request must be submitted prior to March 1st.

13.4.5 A Member of the Bargaining Unit who has been granted a Personal Medical Leave may participate in District approved insurance programs provided the Member of the Bargaining Unit pays the necessary premiums for such insurance programs.

13.5 Maternity Leave

13.5.1 The District shall provide for leave of absence without pay from duty for any Member of the Bargaining Unit who is required to be absent from duties because of the Member of the Bargaining Unit's pregnancy, miscarriage, childbirth and recovery therefrom. Members of the Bargaining Unit may use accumulated sick days in lieu of this leave.

13.5.2 The length of the leave of absence, including the date on which the leave shall commence and the date on which the Member of the Bargaining Unit shall resume duties, shall be determined by the Member of the Bargaining Unit's physician/state licensed health care practitioner.

13.5.3 Disabilities caused by or contributed to the Member of the Bargaining Unit's pregnancy, miscarriage, childbirth, and recovery therefrom are temporary disabilities. These shall be treated as sick days.

13.5.4 The Member of the Bargaining Unit shall be allowed to be selected for a training program related to reassignment or promotion during the Member of the Bargaining Unit's maternity leave.

13.6 Child Rearing Leave

13.6.1 Upon written request, the District may provide a Member of the Bargaining Unit, who is a natural or adopting parent, unpaid leave of absence for the purpose of rearing the Member of the Bargaining Unit's infant/child.

13.6.2 Such leave granted under Article 13.6.1 shall remain in effect no longer than the end of the second semester following the birth/adoption of the child.

13.6.3 When requesting Child Rearing Leave, the Member of the Bargaining Unit shall notify the District as soon as possible of the anticipated date on which the leave is to commence.

13.6.4 Each Member of the Bargaining Unit will be, when practicable, returned to the same position held prior to the Child Rearing Leave.

13.6.5 A Member of the Bargaining Unit who has been granted a Child Rearing Leave may participate in District approved insurance programs provided the Member of the Bargaining Unit pays the necessary premiums for such insurance programs.

13.7 Family Care Leave

13.7.1 The District shall provide a Member of the Bargaining Unit, upon written request, unpaid Family Care Leave in the event of a "serious health condition" of the Member of the Bargaining Unit's "family" as defined in Article 13.1.

13.7.2 A Member of the Bargaining Unit's eligibility for leave under this Article shall not be affected by entitlement, or lack thereof, of another person of the Member of the Bargaining Unit's family to any leave benefit under any statute or any employment.

13.7.3 Members of the Bargaining Unit may use accumulated sick days in lieu of this leave.

13.7.4 Such leave granted under Article 13.7.1 shall remain in effect no longer than the end of the contracted year following the commencement of the leave.

13.7.5 A Member of the Bargaining Unit who has been granted a Family Care Leave may participate in District approved insurance programs provided the Member of the Bargaining Unit pays the necessary premiums for such insurance programs.

13.8 Family Medical Leave Act

A regular certificated employee who has more than 1250 hours of continuous service with the district shall, upon request, be granted a family care leave of up to twelve (12) weeks of unpaid leave in a twelve (12) month period coinciding with the district's fiscal year. Intermittent of not less than one hour may be taken. Benefits will continue during this period.

13.9 Bereavement Leave

Each Member of the Bargaining Unit shall be entitled to five (5) days of paid of absence, upon the death of any member of the Bargaining Unit Member's "family" as defined Article 13.1.2. This leave shall not be deducted from sick leave (Ed Code 44985). The district may, at its discretion, require verification of the death.

13.10 Personal Necessity

- 13.10.1 "Personal Necessity" is defined as circumstances that require a Member of the Bargaining Unit's personal attention. This does not include vacations; rendering paid service, or working with or without remuneration either for oneself or for anyone else (Ed Code 44981).
- 13.10.2 The District agrees that any days of leave of absence may be used by the Member of the Bargaining Unit at their election, not to exceed eight (8) days of accumulated sick leave benefits per school year for the purpose of Personal Necessity. Prior notification shall be made to the site administrator or designee whenever possible.
- 13.10.3 Under extraordinary circumstances, additional Personal Necessity days may be requested of the site administrator with final approval granted by the Superintendent or designee. Proof of extraordinary need may be required. Additional Personal Necessity days would come from accumulated sick days.

13.11 Jury Duty/Witness Leave

- 13.11.1 Members of the Bargaining Unit shall be granted leave, without loss of pay, to appear in court as a witness, other than as a litigant, to respond to an official order from authorized government agencies, or to serve as a juror. Upon dismissal as a witness or a juror, the Member of the Bargaining Unit must report the next duty day and present proof of jury service or court summons to appear as a witness. If a Member of the Bargaining Unit is released from Victorville jury duty with 50% of the assigned duty day remaining, it is anticipated that the Member of the Bargaining Unit will make an attempt to return to his/her site.
- 13.11.2 Any compensation, less any mileage expenses, received for appearance as a witness or from serving as a juror under this section shall be endorsed over to the District. The Member of the Bargaining Unit's compensation for any days of absence for the above purposes shall not be in excess of or less than her/his regular pay.

13.12 Catastrophic Leave

Catastrophic illness or injury shall mean an illness or injury that is expected to incapacitate the Member of the Bargaining Unit for an extended period of time, or that incapacitates a member of the Member of the Bargaining Unit's immediate family. This incapacity requires the Member of the Bargaining Unit to take time off from work for an extended period of time to care for that family member which creates a financial hardship for the Member of the Bargaining Unit because the Member of the Bargaining Unit has exhausted all sick days.

13.14 Military Leave

A Member of the Bargaining Unit shall be entitled to any Military Leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave (Government Code 3543.2, Ed Code 44962-44988).

13.15 Status of Leaves

13.15.1 The period of Leaves shall not be considered a break in service for the Member of the Bargaining Unit and, upon return to the District from the leave, the Member of the Bargaining Unit shall have no less seniority than he/she had when the leave commenced. Upon return to the District from a leave, the Member of the Bargaining Unit shall be restored to the same column and step (exception Article 13.12.9) and, when practical, to the same teaching position held prior to the leave.

13.15.2 A Member of the Bargaining Unit may request participation in optional benefit programs such as early retirement.

13.15.3 A leave under Article 13 shall run consecutive to, not concurrent with, other leaves available to the Member of the Bargaining Unit not to exceed three (3) years total time.

13.15.4 A leave under Article 13 shall terminate whenever the Member of the Bargaining Unit returns to the District following written notice.

ARTICLE 14 - RETIREMENT

- 14.1 The district will seriously consider any and all early retirement programs that will not adversely affect the District. The District is not obligated to offer or accept an application for retirement incentive every year.
- 14.2 Members of the Bargaining Unit shall be entitled to retirement at their single highest year earning rate as provided in Education Code (1995) 22135.
- 14.3 Members of the Bargaining Unit who retire from District employment with a minimum of ten (10) years of District service (calculated on the basis of years times full time equivalent – FTE_ and a minimum age of fifty-five (55)(Refer to 1.2.5) (Summer programs, summer school, and teaching additional periods, do not apply) shall receive the same health, dental and vision coverage as those provided active Members of the Bargaining Unit from the date of retirement until the age of 65.

For example:

Six (6) years of full time service and eight (8) years at half-time service equates to ten (10) years of District service ($6 \times 1.0 \text{ (FTE)} + 8 \times 0.5 \text{ (FTE)} = 10 \text{ years of service}$).

- 14.4 Retirees shall be eligible to enter into a contract with the District. The purpose shall be to provide specialized services or advice that is needed by the District. The rate of compensation will be negotiated between the District and the individual.

It is the responsibility of the retiree to be aware of state mandates regarding compensation past retirement (EXAMPLE: STRS and Education Code Section).

ARTICLE 16 - CLASS SIZE

- 16.1 High school class sizes shall be reduced from the current 37:1 student/teacher ratio times periods taught to 36:1 student/teacher ratio beginning in the 2003-2004 school year. The total number of students taught during the day shall not exceed 180 students per day or 40 students per class.
- 16.2 Junior High class sizes shall be reduced from the current 35:1 to 34:1 per periods taught. The total number of students taught shall not exceed 204 students per day or 38 per class.
- 16.3 Exceptions to class size limits shall be made as follows: PE classes shall not exceed 45:1. Band, performing arts, and athletics will be limited by the teacher/coach's decision. RSP caseload will be 28:1, SDC class size and caseload will be 20:1, and SED class size and caseload will be 20:1. It is agreed upon that for the first two weeks of each semester individual classes could exceed these numbers by 10%. This will allow levelling to occur.
- 16.4 The District agrees to provide a class-by-class enrolment count to the President of the Association no later than the 10th day of school.

ARTICLE 17 - ATTENDANCE INCENTIVES

- 17.1 Members of the Bargaining Unit, accruing perfect attendance during the first quarter of the school year, shall receive an incentive stipend of \$125.
- 17.2 Members of the Bargaining Unit, accruing perfect attendance during the second quarter of the school year, shall receive an incentive stipend of \$125.
- 17.3 Members of the Bargaining Unit, accruing perfect attendance for the entire first semester of the school year, will receive an additional incentive stipend of \$50.00.
- 17.4 Members of the Bargaining Unit, accruing perfect attendance during the third quarter of the school year, shall receive an incentive stipend of \$125.
- 17.5 Members of the Bargaining Unit, accruing perfect attendance during the fourth quarter of the school year, shall receive an incentive stipend of \$125.
- 17.6 Members of the Bargaining Unit, accruing perfect attendance for the entire second semester of the school year, will receive an additional incentive stipend of \$50.00.
- 17.7 In calculating perfect attendance only Personnel Necessity, Sick Leave, and Leave without Pay will be utilized.
- 17.8 Attendance Incentives will be paid on the first available pay period following each quarter.
- 17.9 The Member of the Bargaining Unit's accumulated sick leave is not affected by the incentive.

ARTICLE 18 – ORGANIZATIONAL SECURITY

- 18.1 This Article protects the rights of individual employees without restricting VVTA/CTA/NEA's right to require every bargaining unit employee, except those exempt from these provisions, to pay a fair share of the cost of collective bargaining activities.
- 18.2 Except as expressly provided herein, all employees in the bargaining unit who do not maintain membership in good standing in VVTA/CTA/NEA are required, as a condition of employment, to pay service fees to VVTA/CTA/NEA, in the amounts that do not exceed the periodic dues of VVTA/CTA/NEA, for the duration of this agreement.
- 18.3 No employee shall be obligated to pay dues or service fees to VVTA/CTA/NEA until the first of the month following 30 calendar days after the employee first comes into the bargaining unit.
- 18.3.1 Any unit member who is not a member of the Association or who does not make application for membership in the Association within the thirty (30) days of the effective date of this Article or within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Association or pay to the Association a representation fee in an amount equal to that amount permitted by law, payable to the Association in one lump sum cash payment in the same manner as required for the payment of membership dues, provided, however, that the unit member may authorize payroll deduction for such fee in the same manner as provided in Section 18.9.4 of this Article.
- 18.3.2 In the event that a unit member shall not pay such fee directly to the Association, or authorize payment through payroll deduction as provided in Section 18.3.1 above, the Association may, in writing, request that the Employer shall immediately begin automatic payroll deduction as provided in Education Code Section 45061 and in the same manner as set forth in Section 18.9.1 of this Article. There shall be no charge to the Association for such mandatory representation fee deductions.
- 18.3.3 If the unit member and the Association are unable to reach agreement on the manner of payment, the Association shall notify the Employer, in writing, that the unit member whose pay is to be affected by the deduction has (1) refused to join the Association and (2) has refused to tender the amount of the representation fee, the Association shall notify the Victor Valley Union High School District in writing, that (1) the amount of the fee meets the requirement of law and (2) the Association has informed the unit members in writing of the Association's procedures for employees who contest the amount of the fee in accordance with the regulations of the Public Employment Relations Board.

- 18.4 Any employee who is a member of a religious body whose traditional tenets or teachings include objections to joining or paying service fees to employee organizations shall not be required to join, maintain membership in, or pay service fees to VVTA/CTA/NEA as a condition of employment. However, such employee shall be required, in lieu of a service fee required by this agreement, to pay sums equal to such service fee to one of the following non-religious, non-labor organization, charitable funds exempt from taxation under Section 501 (c) (3) of Title 26 of the Internal Revenue Code:

18.4.1 American Heart Association

18.4.2 United Way

18.4.3 Victor Valley Teachers Association Scholarship Program

- 18.5 Any employee claiming this religious exemption shall, as a condition of continued exemption from the requirement of paying service fees to VVTA/CTA/NEA, furnish VVTA/CTA/NEA with copies of receipts from the charity selected, as proof that such payments have been made, or shall authorize payroll deduction of such payment.
- 18.6 Unit members objecting to joining or financially supporting employee organizations shall provide proof of payment and a written statement of objection along with verifiable evidence of membership in a religious body whose traditional tenets or teachings object to joining or financially supporting employee organizations, pursuant to Section 18.4 and 18.5 above. Proof of payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment, in lieu of representation fee, has been made. Such proof shall be presented on or before September 30 of each school year or, in the case of employees hired on/or after October 1 for the remaining part of the school year, within thirty (30) days of the commencement of duties.
- 18.7 The employee organization is authorized to charge any unit member making "in lieu of payments", as set forth in Section 18.3.2 and 18.3.3 above in accordance with Government Code Section 3546.3, and who requests the employee organization to use the grievance procedure or arbitration procedure on the employee's behalf for the reasonable cost of such procedures.
- 18.8 Representation Fee
- The representation fee to be collected from non-Association members shall be the amount authorized by Section 3546.1(i) (2) of the California Government Code.
- 18.9 Amount of Representation Fee:
- 18.9.1 Full-time, non-exempt bargaining unit members hired during the school year shall join the Association or pay a prorated representation fee. Such prorata share shall be based upon the number of days of actual employment for a school year as compared with the number of days available for full-time employment in the school year.

18.9.2 Part-time, non-exempt bargaining unit members shall join the Association or pay a prorated representation fee on the basis of said employee's annual salary as compared with the same annual salary for a comparable full-time employee.

18.9.3 Unit members on leave without pay, and unit members who are on laid-off status shall be exempt from these provisions herein, except that the election as to membership or payment of a fee as set forth herein must be exercised within the first ten (10) work days upon return to paid status.

18.10 Dues and Service fees Deductions

18.10.1 VVTA/CTA/NEA has the sole and exclusive right to have employee organization membership dues and service fees deducted by the employer for employees in the bargaining unit.

18.10.2 The Employer shall deduct, in accordance with the VVTA/CTA/NEA dues and service fee schedule, dues, service fees or payments to charity in lieu of service fees from the wages of all employees who are members of the bargaining unit.

18.10.3 Nothing contained herein shall prohibit an employee from paying service fees directly to VVTA/CTA/NEA.

18.10.4 The Employer shall deduct and pay to VVTA/CTA/NEA service fees for each bargaining unit employee who is not a VVTA/CTA/NEA member in good standing and who is obligated to pay such fees, pursuant to this agreement, unless VVTA/CTA/NEA notifies the District Office that the employee is paying such fees directly to VVTA/CTA/NEA. A payroll deduction authorization form shall not be required for such deductions.

18.10.5 The Employer agrees to remit such service fees and deductions monthly to the VVTA/CTA/NEA accompanied by an alphabetical list of unit members for whom such deductions have been made, indicating new employees.

18.11 Association's Obligations

The Association's sole and exclusive obligation under this Article is to notify any unit member who has failed to comply with the provisions of this article that, as a condition of employment in the Victor Valley Union High School District, such unit member must either become an Association member, pay a representation fee, or establish an exempt status and make payment pursuant to the provisions of this Agreement. Under no circumstances shall the Employer be required to dismiss or otherwise discipline any unit member for failure to fulfill their obligations to pay the fees established herein.

18.12 Grievance and Dispute Resolution

18.12.1 Neither the Association nor individual unit members may file a Grievance, regarding any administration of Article 18 Organizational Security.

18.12.2 Any dispute as to the amount of the representation fee shall be resolved pursuant to the regulations of the Public Employment Relations Board.

18.13 The Association, CTA and/or NEA agrees to indemnify and hold harmless the District against any and all liabilities, claims or actions which may be brought against said District or the District Board of Trustees individually or collectively, its officers, employees and agents, including reimbursement for all expenses, fees, judgements and costs to the District incurred in providing an effective defense on behalf of the District against all lawsuits or other legal proceedings, arising out of and in connection with this article.

ARTICLE 19 – HEALTH AND WELFARE BENEFITS COMMITTEE

- 19.1 The Association and District agree to a Joint Committee formed upon ratification for the purpose of researching and restructuring Article 4.2 after no later than October 1, of the current year. The Association and District will have equal status on the committee (the Association will have no less than 4 members, all of which will be chosen by VVTA). Any vote will affect only the unit voting.
- 19.2 The Committee will meet no later than October 1st of the current year. The goal of the committee is to provide comparable or better benefits to the Association's members at the member's choice and to reduce costs. The Committee will meet with a minimum of three (3) brokers/trusts to review their proposals. Following the review of the proposals, committee members will have a minimum of two weeks to consult with their constituents. A final meeting will be held prior to December 1st to vote. The Association will notify the district by December 1 of their selection.

ARTICLE 20 - SAVINGS PROVISION

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

ARTICLE 21 - EFFECT OF AGREEMENT

- 21.1 It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over State laws to the extent permitted by State law, and that in the absence of specific provisions in this Agreement, such practices and procedures are discretionary with the District, as provided for by law.
- 21.2 It is further understood and agreed that the Association will present these Tentative Contract Agreements to its membership and upon ratification will, in writing, notify the District of such ratification in order to achieve the District Board of Trustees ratification.

ARTICLE 22 – SAFETY CONDITIONS OF EMPLOYMENT

- 22.1 The District shall make a reasonable effort to provide a place of employment which is as safe as the nature of the employment and assigned duties reasonably permit and consistent with State and Federal regulations. Bargaining unit members shall not be required to work under conditions or to perform tasks which endanger their health, safety or well-being as determined by the appropriate Federal, State or local public agency.
- 22.2 It is the intent of the parties to provide an expedited process for reporting and resolving facilities/equipment safety issues. Bargaining unit members shall submit a District work order to his/her immediate supervisor or designee to report any unsafe, hazardous, or potentially dangerous working condition(s). Oral notice is acceptable for extreme threats such as a gas leaks or downed electrical lines.
- 22.3 Response to facilities/equipment safety issues shall be made as soon as reasonably possible based upon the level of threat. Reports of failure of the responsible person to promptly investigate and/or resolve the issue(s) shall be made to the Director of Human resources.
- 22.4 Any abuse of school personnel, assault or battery upon school personnel, or any threat of force or violence directed toward school personnel at any time or place which is related to school activity or school attendance shall be reported by bargaining unit members to their immediate supervisor. Upon receipt of such a report from a bargaining unit member, the employee and his/her immediate supervisor shall report the incident to the appropriate law enforcement authorities.
- 22.5 A copy of Education Code sections 44014, 44807, 48900, 49000, and 49070 shall be attached to this Agreement as Appendix 3.
- 22.6 A violation of a specific procedure set forth in this Article shall be subject to the grievance procedure, but the decision/discretion of the Administration in dealing with safety issues shall not be grievable.