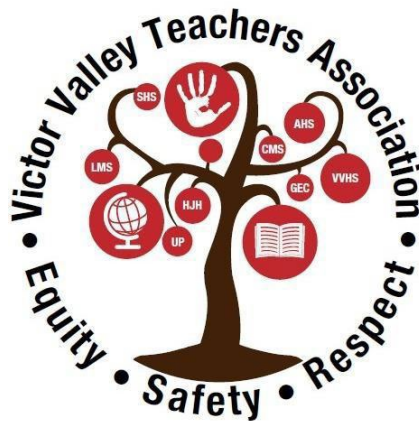


VICTOR VALLEY UNION HIGH SCHOOL DISTRICT



CERTIFICATED STAFF AGREEMENT



VICTOR VALLEY TEACHERS ASSOCIATION

Effective July 1, 2021 through June 30, 2024

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

This is an agreement made and entered into this 6th day of June, 2022 by and 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, 2021 until June 30, 2024.

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

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

SIGNATURE PAGE

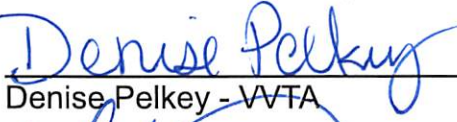


Jared Nichols
Chief Negotiator, VVTA

Date: 7/22/2022



Chandra Ethridge - VVTA



Denise Pelkey - VVTA



Otilia Vargascorona - VVTA



Ramiro Rubalcaba, Ed.D.
Assistant Superintendent, Human Resources

Date:



Christine Foote - VVUHSD



Clarissa McNally - VVUHSD

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ARTICLE 1 - SALARY

The District and VVTA mutually agree to a seven percent (7%) on-schedule salary increase retroactive to July 1, 2021.

VVTA and the District mutually agree to forgo the implementation of a column zero (0) and remove column zero (0) on the base salary schedule as previously agreed upon in the tentative agreement dated October 27, 2021.

1.1 Salary Schedule

Base Salary Schedule for the 2022-2023 School Year

STEP	COLUMN 1 BA*	COLUMN 2 BA+18	COLUMN 3 BA+36	COLUMN 4 BA+54	COLUMN 5 MA or BA+60
1	\$ 60,137.00	\$ 62,243.00	\$ 62,243.00	\$ 66,675.00	\$ 69,010.00
2	\$ 62,931.00	\$ 65,133.00	\$ 67,414.00	\$ 69,773.00	\$ 72,213.00
3	\$ 65,853.00	\$ 68,158.00	\$ 70,541.00	\$ 73,013.00	\$ 75,569.00
4	\$ 68,908.0	\$ 71,320.00	\$ 73,818.00	\$ 76,399.00	\$ 79,076.00
5	\$ 72,107.00	\$ 74,630.00	\$ 77,244.00	\$ 79,948.00	\$ 82,746.00
6	\$ 75,455.00	\$ 78,455.00	\$ 80,829.00	\$ 83,658.00	\$ 86,587.00
7	\$ 78,959.00	\$ 81,722.00	\$ 84,582.00	\$ 87,542.00	\$ 90,608.00
8	\$ 86,623.00	\$ 85,519.00	\$ 88,509.00	\$ 91,607.00	\$ 94,811.00
9	\$ 86,462.00	\$ 89,488.00	\$ 92,619.00	\$ 95,861.00	\$ 99,217.00
10	\$ 90,473.00	\$ 93,640.00	\$ 96,917.00	\$ 100,310.00	\$ 103,819.00
11	\$ 90,473.00	\$ 93,640.00	\$ 96,917.00	\$ 100,310.00	\$ 103,819.00
12	\$ 94,676.00	\$ 97,988.00	\$ 101,417.00	\$ 104,967.00	\$ 108,642.00
13	\$ 94,676.00	\$ 97,988.00	\$ 101,417.00	\$ 104,967.00	\$ 108,642.00
14	\$ 94,676.00	\$ 102,538.00	\$ 106,126.00	\$ 109,842.00	\$ 113,683.00
15	\$ 94,676.00	\$ 102,538.00	\$ 106,126.00	\$ 109,842.00	\$ 113,683.00
16	\$ 94,676.00	\$ 102,538.00	\$ 111,054.00	\$ 114,939.00	\$ 118,963.00
17	\$ 94,676.00	\$ 102,538.00	\$ 111,054.00	\$ 114,939.00	\$ 118,963.00
18	\$ 94,676.00	\$ 102,538.00	\$ 111,054.00	\$ 114,939.00	\$ 124,487.00
19	\$ 94,676.00	\$ 102,538.00	\$ 111,054.00	\$ 114,939.00	\$ 124,487.00
20	\$ 98,462.00	\$ 106,639.00	\$ 115,497.00	\$ 125,088.00	\$ 129,467.00
21	\$ 98,462.00	\$ 106,639.00	\$ 115,497.00	\$ 125,088.00	\$ 129,467.00
22	\$ 98,462.00	\$ 106,639.00	\$ 115,497.00	\$ 125,088.00	\$ 129,467.00
23	\$ 98,462.00	\$ 106,639.00	\$ 115,497.00	\$ 125,088.00	\$ 129,467.00
24	\$ 98,462.00	\$ 106,639.00	\$ 115,497.00	\$ 125,088.00	\$ 129,467.00
25	\$ 100,356.00	\$ 108,691.00	\$ 117,717.00	\$ 127,495.00	\$ 131,957.00
26	\$ 100,356.00	\$ 108,691.00	\$ 117,717.00	\$ 127,495.00	\$ 131,957.00
27	\$ 100,356.00	\$ 108,691.00	\$ 117,717.00	\$ 127,495.00	\$ 131,957.00
28	\$ 100,356.00	\$ 108,691.00	\$ 117,717.00	\$ 127,495.00	\$ 131,957.00
29	\$ 100,356.00	\$ 108,691.00	\$ 117,717.00	\$ 127,495.00	\$ 131,957.00
30	\$ 102,250.00	\$ 110,741.00	\$ 119,938.00	\$ 129,900.00	\$ 134,446.00
31	\$ 102,250.00	\$ 110,741.00	\$ 119,938.00	\$ 129,900.00	\$ 134,446.00
32	\$ 102,250.00	\$ 110,741.00	\$ 119,938.00	\$ 129,900.00	\$ 134,446.00
33	\$ 102,250.00	\$ 110,741.00	\$ 119,938.00	\$ 129,900.00	\$ 134,446.00
34	\$ 102,250.00	\$ 110,741.00	\$ 119,938.00	\$ 129,900.00	\$ 134,446.00
35	\$ 102,250.00	\$ 110,741.00	\$ 119,938.00	\$ 129,900.00	\$ 134,446.00

* Designated Subject Credential

Counselors: 193-day schedule. Counselors shall be paid on the yearly salary schedule times 1.0547 rounded to the nearest dollar. Refer to article 5.4

Daily: Daily Rate of pay is based on 183 days.

1.2 Salary Language

All units are semester units. Quarter units are converted to semester units by multiplying by a factor of two-thirds ($\frac{2}{3}$).

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.

Members of the Bargaining Unit new to the District shall be given credit, year for year, for a maximum of six (6) years in K-12 certificated experience in accredited schools. A signing bonus can be designated on the position announcement for areas designated as special needs by the county.

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.

Column Advancement

Members of the Bargaining Unit shall be placed and/or advanced to the appropriate column of the salary schedule in accordance with the Members 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.

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.

Approval of Units for Advancement

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.

A Member of the Bargaining Unit or the District may appeal a decision regarding acceptability of units to the Superintendent or designee and then to the Board of Trustees, if a resolution is not achieved.

1.3 Longevity Pay Plan

Longevity is additional compensation for the number of years worked with the district, including service credit awarded at time of hire. Longevity pay is calculated on the following percentages of the salary of the Members of the Bargaining Unit:

Step 20	4% of Salary Schedule Placement
Step 25	6% of Salary Schedule Placement
Step 30	8% of Salary Schedule Placement

1.4 Doctoral Stipend

Bargaining Unit Members that have earned a doctorate degree as verified by official transcripts and validated by the Human Resources Department, shall receive on annual basis a \$3,000 stipend.

1.5 National Board Certification Stipend

Bargaining Unit Members that have earned a National Board Certification as verified by official transcripts/documents and validated by the Human Resources Department, shall receive on annual basis a \$1,000 stipend.

ARTICLE 2 – PEER ASSISTANCE REVIEW (PAR)

2.1 The Peer Assistance and Review (PAR) program allows exemplary teachers to assist certain permanent teachers in the areas of instructional skills, classroom management, and knowledge of subject matter and related aspects of teaching. The three primary groups involved in PAR include the Joint Panel (JP), Participating teachers (PT) and Consulting teachers (CT). For purposes of this article, “Teacher” refers to any Certificated Member of the Bargaining Unit.

2.2 Peer Assistance & Review (PAR) Joint Panel

2.2.1 PAR Joint Panel Composition and Selection

The PAR Program is overseen and evaluated by a Joint Panel composed of a majority of certificated classroom teachers who are chosen to serve by the VVTA executive board with representative council approval and ratification. Administrators who are chosen to serve by the District, as follows: four (4) teachers selected by the Association, to include a representative from middle, high and choice schools, and the president or designee, three (3) administrators selected by the Superintendent, and one nonvoting support facilitator as agreed upon by consensus of the PAR Joint Panel. The chairmanship shall alternate annually between a teacher and an administrator. A PAR Joint Panel year is defined as July 1st through June 30th and a Panel member’s term shall be three (3) years. Panel Members must be off the panel for at least one year before being re-selected. For the first year, those selected shall be randomly appointed for two or three-year terms.

2.2.2 PAR Joint Panel Duties and Responsibilities

The PAR Joint Panel shall:

- 2.2.1 Maintain confidentiality regarding all PAR Program discussions and materials except the annual PAR Program evaluation
- 2.2.2 Administer the PAR Program
- 2.2.3 Determine the “Joint Panel” meeting schedule
- 2.2.4 Approve the assignment of Consulting Teachers/Support Providers
- 2.2.5 Establish PAR Program operating rules and procedures
- 2.2.6 Participate in any training required to implement the PAR Program, including training on the California Standards for the Teaching Profession
- 2.2.7 Select the Consulting Teachers/Support Providers by a majority vote
- 2.2.8 Use a consensus model for decision-making
- 2.2.9 Accept or make every effort to accept non-mandatory referrals for intervention from self-referred participants
- 2.2.10 Meet with Consulting Teachers periodically to approve staff development plans for participating teachers and to receive reports
- 2.2.11 Collaborate with other teacher support programs
- 2.2.12 Oversee training of Consulting Teachers/Support Providers
- 2.2.13 Develop a PAR Program budget subject to approval by the Board of Trustees
- 2.2.14 Develop and communicate the Evaluation process of Consulting Teachers/Support Providers, and evaluate each Consulting Teacher/Support Provider on an annual basis
- 2.2.15 Monitor the progress of referred teacher’s interventions, including making the decision regarding the success of such intervention and then so advising the Board of Trustees
- 2.2.16 Provide the Consulting Teacher with a copy of a written response from their participating teacher
- 2.2.17 Annually evaluate the impact of the District’s Peer Assistance & Review (PAR) Program in order to improve the program including, but not limited to:
 - 2.2.17.1 Number of “unsatisfactory” evaluation referrals;

- 2.2.17.2 Number of “needs to improve” evaluation referrals;
- 2.2.17.3 Number of beginning teachers to receive assistance;
- 2.2.17.4 Number of self-referred participants;
- 2.2.17.5 Training needs of the Consulting Teachers/Support Providers;
- 2.2.17.6 Training needs of the Joint Panel;
- 2.2.17.7 Release time needed by Consulting Teachers/Support Providers, Joint Panel Committee and Participating Teacher(s);
- 2.2.17.7 Fiscal report of the program; and Administrative Costs
- 2.2.17.8 Administrative costs
- 2.2.18 Refrain from participation in discussion and voting on any matter in which he/she has a conflict of interest.
 - 2.2.18.1 An administrative member of the Joint Panel shall recuse themselves if a Participating Teacher is from their site.
 - 2.2.18.2 In the event of site administrator recusal, the support facilitator will replace the administrator on the Joint Panel and will have voting member rights and responsibilities.
- 2.2.19 All rules and procedures established by the PAR Joint Panel shall be distributed to certificated employees of the District.
- 2.2.20 PAR Joint Panel Recommendations and Decision-Making
 - 2.2.20.1 The PAR Joint Panel shall use a consensus model for decision-making except in the selection of Consulting Teachers/Support Providers.
 - 2.2.20.2 No action or recommendations shall be taken unless at least two (2) teacher members and two (2) district members are present.
 - 2.2.20.3 The PAR Joint Panel shall not act on a Consulting Teacher’s written report before ten (10) work days following receipt of the report to allow a participating teacher sufficient time to submit a written response. By written agreement of the PAR Joint Panel and the participating teacher, timelines can be extended.
 - 2.2.20.4 The PAR Joint Panel shall make written recommendations to the Board of Trustees of the District concerning mandatory participant teachers. The PAR Joint Panel shall in each case determine whether the mandatory participant teacher has been afforded “sustained” assistance, and whether the participant teacher has been able to demonstrate satisfactory progress and hence recommended for release from PAR; demonstrated progress but still mandated to receive assistance through PAR; or discontinued from PAR support due to unsatisfactory progress after sustained assistance.
 - 2.2.20.5 The PAR Joint Panel’s written recommendation to the Board of Trustees shall be for Closed Session only. The Panel’s recommendations shall also be provided to the Certificated Human Resources Office Administrator prior to submitting any recommendation to the Board of Trustees.

2.2.3 PAR Joint Panel Stipend

Unit members selected to serve on the PAR Joint Panel shall receive a stipend of \$100 per meeting attended, not to exceed a maximum of \$1,000 annually.

2.3 Consulting Teacher/Support Providers

A “Consulting Teacher/Support Provider” is defined as a permanent certificated unit member who provides assistance to a participating teacher enrolled in the PAR Program.

2.3.1 Consulting Teacher/Support Provider Experience and Selection

2.3.1.1 Consulting Teacher/Support Providers shall:

- 2.3.1.1.1 Possess a California Clear Teaching Credential with a minimum of a Bachelor's degree;
- 2.3.1.1.2 Be a tenured Teacher with at least five (5) years of experience. Consulting Teachers/Support Providers must complete or have completed a district provided or comparable training program.
- 2.3.1.1.3 Demonstrate exemplary work performance as determined by their previous two (2) evaluations.
- 2.3.1.1.4 Demonstrate talent in written and oral communications;
- 2.3.1.1.5 Demonstrate ability to work cooperatively and effectively with other professional staff members; and
- 2.3.1.1.6 Have extensive working knowledge of standards as specified on the Member of the Bargaining Unit's evaluation (see Appendix 1).

2.3.1.2 Consulting Teacher/Support Providers shall be selected as follows:

- 2.3.1.2.1 A notice/announcement based on the need for Consulting Teacher/Support Providers shall be posted and distributed to school sites;
- 2.3.1.2.2 Interested applicants shall submit an application form and a letter of application;
- 2.3.1.2.3 Interested applicants shall submit two (2) letters of reference from individuals who have direct knowledge of the applicant's ability both in teaching and working with colleagues. One (1) letter shall be from the applicant's immediate supervisor and one (1) letter shall be from a teacher or Association representative.
- 2.3.1.2.4 All applications submitted shall be subject to a screening process established by the PAR Joint Panel to ensure that candidates meet the minimum qualifications of a Consulting Teacher/Support Provider;
- 2.3.1.2.5 Consulting Teacher/Support Providers shall be selected by a majority vote of the PAR Joint Panel after a minimum of two (2) representatives of the Panel have conducted an observation and an interview with each of the candidates. At least one (1) teacher and one (1) administrator shall participate in the observation.

2.3.2 Consulting Teacher/Support Provider Duties and Responsibilities

2.3.2.1 Consulting Teacher/Support Providers shall assist participating teachers through demonstrations, observations, coaching, recommended conferences or workshops for teachers, and other appropriate activities that will support the participating teacher. The PAR Program strongly encourages a cooperative relationship between the Consulting Teacher/Support Provider, the site administrator, and the participating teacher with respect to the process of peer assistance and review.

2.3.2.2 The Consulting Teacher/Support Provider shall:

- 2.3.2.2.1 Meet with the participating teacher and site administrator/evaluator to discuss the PAR Program, establish mutually agreed upon performance goals aligned with the appropriate evaluation form (see appendix 1), and develop a written assistance plan and the outcomes for successful completion of the PAR Program;
- 2.3.2.2.2 Conduct multiple observations of the participating teacher during classroom instruction, and provide specific written immediate feedback;
- 2.3.2.2.3 Conduct staff development for the participating teacher that may include model lessons, and seek appropriate resources as needed, including the use of academic experts if necessary;
- 2.3.2.2.4 Participate in meetings with other Consulting Teacher/Support Providers and provide

- opportunities for the participating teacher to observe exemplary teachers;
- 2.3.2.2.5 Maintain a written log of specific support given to each assigned participating teacher;
- 2.3.2.2.6 Note all observations, visitations and meeting dates with participating teacher;
- 2.3.2.2.7 Submit periodic written reports to the PAR Joint Panel, and discuss with them the participating teacher's progress;
- 2.3.2.2.8 Continue to provide assistance to the assigned participating teacher until the PAR Joint Panel directs the Consulting Teacher/Support Provider to cease support because it has determined the performance of the participating teacher is satisfactory, or that further assistance will not be productive;
- 2.3.2.2.9 Shall review all written reports with the participating teacher to receive his/her signature prior to submitting the final report to the PAR Joint Panel. The participating teacher's signature does not necessarily indicate agreement with the contents of the final report;
- 2.3.2.2.10 Shall submit any reports to the PAR Joint Panel within five (5) working days of delivery to the participating teacher; and
- 2.3.2.2.11 Participate in an annual review of the PAR Program with the Joint Panel.

2.3.2.3 Consulting Teacher/Support Provider Reports and Meetings with the PAR Joint Panel

- 2.3.2.3.1 The Consulting Teacher/Support Provider shall submit a written report to the PAR Joint Panel on the program of the participating teacher at least mid-year. The final report shall be submitted to the PAR Joint Panel at least forty-five (45) calendar days before the end of the participating teacher's school year.
- 2.3.2.3.2 The Consulting Teacher/Support Provider may provide, at any time, a written or oral report to the PAR Joint Panel and the mandatory participant teacher regarding the mandatory participant's progress in the PAR Program.
- 2.3.2.3.3 The mandatory participant teacher may respond in writing to the Consulting Teacher/Support Provider's report within five (5) working days.
- 2.3.2.3.4 The PAR Joint Panel may request additional information as deemed necessary.
- 2.3.2.3.5 All deliberations of the PAR Joint Panel are confidential.

2.3.3 Consulting Teacher/Support Providers Length of Term and Conditions

- 2.3.3.1 Consulting Teacher/Support Providers may continue in service if they have a positive evaluation. Consulting Teacher/Support Provider assignments shall be based upon the needs of beginning teachers, and the Consulting Teacher/Support Provider's teaching credential(s), experience, and site location. Consulting Teachers/Support Providers/Site Coaches/Buddy Teachers are not guaranteed an assignment.
- 2.3.3.2 If the performance of the Consulting Teacher/Support Provider is found to be unsatisfactory at the annual performance review by the PAR Joint Panel, the Panel may remove the Consulting Teacher/Support Provider from their role at that time.

2.3.4 Consulting Teacher/Support Provider Stipend

- 2.3.4.1 Consulting Teacher/Support Providers shall receive a stipend of \$2,000 per assigned participating teacher per year.
- 2.3.4.2 A Consulting Teacher shall be assigned no more than two (2) Participating Teachers.
- 2.3.4.3 Stipends are contingent upon completed duties as determined by the Joint Panel, including proration of stipends.

2.4 Participating Teacher

The Participating Teacher is a unit member who receives assistance and coaching to improve instructional skills, classroom management, knowledge of subject, and related aspects of their evaluative performance (see appendix 1) and in the Association collective bargaining agreement. The evaluation of any participating teacher shall be consistent with Article 11 - Evaluation of the

collective bargaining agreement and Ed Code 44664.

There are two (2) categories of Participating Teachers: Mandatory and Self-referred.

2.4.1 Mandatory Teacher Participant

When selecting a teacher for Mandatory Participation:

If a teacher receives two (2) “unsatisfactory” standards or three (3) “needs to improve” standards on their final evaluation for two (2) consecutive years, he/she shall be referred to PAR.

- 2.4.1.1 The purpose of participation in the PAR Program is to assist permanent teachers in need of development in subject matter knowledge or teaching strategies, or both.
- 2.4.1.2 Communication regarding the mandatory participating teacher shall be limited to the Consulting Teacher/Support Provider, Site Administrator, PAR Joint Panel, Assistant Superintendent, Human Resources, and the Board of Trustees.
- 2.4.1.3 The Consulting Teacher/Support Provider shall provide assistance to the participating teacher until the teaching performance of the participating teacher is “satisfactory,” or further assistance will not be productive, at which time the Consulting Teacher shall submit a written recommendation to the PAR Joint Panel. A Consulting Teacher’s written recommendations shall be made at least annually. The Consulting Teacher shall continue to provide assistance to the participating teacher until the PAR Joint Panel acts on a recommendation. The participating teacher shall have the right to submit a written response to the final report.

2.5 Exclusions

The PAR Program shall not deal with teacher employment issues that arise from accusations of neglect of duty or misconduct which are distinctly different from teacher evaluations in relationship to the evaluation standards (see appendix 1).

2.6 PAR Program Operations

2.6.1 Confidentiality

2.6.1.1 All materials related to evaluations, reports, deliberations and other personnel matters shall be confidential, subject to the following exceptions:

2.6.1.1.1 In response to a subpoena or an order of the court.

2.6.1.1.2 The final report may be used by the District in any employment action based upon instructional performance.

2.6.2 Duty to Indemnify

The District shall hold harmless the members of the PAR Joint Panel and the Consulting Teacher/Support Providers for any liability arising out of their participation in the program.

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 Athletic Coaches and Directors
- 3.2.1 Recommendation for appointment or removal will originate with the principal and be submitted through Human Resources 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 defined by practices and season schedule.
- 3.2.3 Athletic Directors shall have a minimum of two (2) periods of release time, in addition to their conference period.

<u>CLASS "A"</u> <ul style="list-style-type: none">• Athletic Director	<u>SCHEDULE</u> 8% of District Certificated base Salary (Column 1, Step 1) rounded to the nearest dollar.
Periods for supervision, curriculum, or instruction may be assigned by the Principal.	
<u>CLASS "B"</u> <ul style="list-style-type: none">• Baseball Head Coach - HS (1)• Boys Basketball Head Coach - HS (1)• Girls Basketball Head Coach – HS (1)• Cheerleader Director - HS (1)• Boys Cross Country Head Coach - HS (1)• Girls Cross Country Head Coach – HS (1)• E Sports Head Coach – HS (1)• Fencing Head Coach – HS (1)• Football Head Coach - HS (1)• Boys Golf Head Coach - HS (1)• Girls Golf Head Coach – HS (1)• Boys Soccer Head Coach - HS (1)• Girls Soccer Head Coach – HS (1)• Softball Head Coach - HS (1)• Swimming Head Coach - HS (1)• Boys Tennis Head Coach - HS (1)• Girls Tennis Head Coach – HS (1)• Track & Field Head Coach - HS (1)• Volleyball Head Coach - HS (1)• Boys Water Polo Head Coach - HS (1)• Girls Water Polo Head Coach – HS (1)• Boys Wrestling Head Coach – HS (1)• Girls Wrestling Head Coach – HS (1)	<u>SCHEDULE</u> 7% of District Certificated base Salary (Column 1, Step 1) rounded to the nearest dollar.

<p><u>CLASS “C”</u></p> <ul style="list-style-type: none"> Baseball Asst. Coach - HS (3) includes JV Head Coach Boys Basketball Asst. Coach - HS (3) includes JV Head Coach Girls Basketball Asst. Coach – HS (3) includes JV Head Coach Cross Country Asst. Coach – HS (1) E Sports Asst. Coach – HS (1) Fencing Asst. Coach – HS (1) Football Asst. Coach - HS (6) includes JV Head Coach Boys Soccer Asst. Coach - HS (3) includes JV Head Coach Girls Soccer Asst. Coach – HS (3) includes JV Head Coach Softball Asst. Coach - HS (3) includes JV Head Coach Boys Swimming Asst. Coach - HS (1) Girls Swimming Asst. Coach – HS (1) Boys Tennis Asst. Coach – HS (1) Girls Tennis Asst. Coach – HS (1) Track & Field Asst. Coach - HS (4) includes JV Head Coach Volleyball Asst. Coach - HS (3) includes JV Head Coach Boys Water Polo Asst. Coach – HS (1) Girls Water Polo Asst. Coach – HS (1) Boys Wrestling Asst. Coach – HS (2) Girls Wrestling Asst. Coach – HS (2) 	<p><u>SCHEDULE</u></p> <p>6% of District Certificated base Salary (Column 1, Step 1) rounded to nearest dollar.</p>
<p><u>CLASS “D”</u></p> <ul style="list-style-type: none"> Athletic Director - JHS/MS/Alt. (1) 	<p><u>SCHEDULE</u></p> <p>5% of District Certificated base Salary (Column 1, Step 1) rounded to nearest dollar.</p>
<p><u>CLASS “E”</u></p> <ul style="list-style-type: none"> Baseball Coach – JHS/MS/Alt (1) Boys Basketball Coach - JHS/MS/Alt. (1) Girls Basketball Coach – JHS/MS/Alt. (1) Cross Country Coach - JHS/MS/Alt. (1) Fencing Coach - JHS/MS/Alt. (1) Golf Coach - JHS/MS/Alt. (1) Boys Soccer Coach - JHS/MS/Alt. (1) Girls Soccer Coach – JHS/MS/Alt. (1) Softball Coach – JHS/MS/Alt. (1) Track & Field Coach - JHS/MS/Alt. (1) Boys Volleyball Coach - JHS/MS/Alt. (1) Girls Volleyball Coach – JHS/MS/Alt. (1) Boys Wrestling Coach - JHS/MS/Alt. (1) Girls Wrestling Coach – JHS/MS/Alt. (1) 	<p><u>SCHEDULE</u></p> <p>4% of District Certificated base Salary (Column 1, Step 1) rounded to nearest dollar.</p>

3.3 Extra-Curricular Coaches, Directors, and Advisors

3.3.1 Recommendation for appointment or removal will originate with the principal and be submitted through Human Resources to the Governing Board for approval.

<u>CLASS "A"</u> <ul style="list-style-type: none"> Activities Director 	<u>SCHEDULE</u> 8% of District Certificated base Salary (Column 1, Step 1) rounded to the nearest dollar.
Periods for supervision, curriculum, or instruction may be assigned by the Principal.	
<u>CLASS "B"</u> <ul style="list-style-type: none"> Band Director – HS (1) 	<u>SCHEDULE</u> 7% of District Certificated base Salary (Column 1, Step 1) rounded to the nearest dollar.
<u>CLASS "C"</u> <ul style="list-style-type: none"> Yearbook Advisor – HS (1) Band Director - JHS/MS/Alt (1) Choral Director - HS/JHS/MS/Alt. (1) Drama Director – HS (1) 	<u>SCHEDULE</u> 6% of District Certificated base Salary (Column 1, Step 1) rounded to nearest dollar.
<u>CLASS "D"</u> <ul style="list-style-type: none"> Activities Director - JHS/MS/Alt. (1) Yearbook Advisor - JHS/MS/Alt. (1) Drama Coach - JHS/MS/Alt. (1) Drill Team, Drumline, Color Guard Dir. - JHS/MS/HS/Alt. (1) Military Competition Advisor - HS (2) Mock Trial Advisor – HS (1) School Newspaper Advisor – HS (1) Senior Class Advisor - HS (1) 	<u>SCHEDULE</u> 5% of District Certificated base Salary (Column 1, Step 1) rounded to the nearest dollar.
<u>CLASS "E"</u> <ul style="list-style-type: none"> Decathlon Coach - HS (1) Freshman Class Advisor - HS Junior Class Advisor - HS Math Team Coach - JHS/MS/Alt. (2) Sophomore Class Advisor – HS (1) Pentathlon Coach - JHS/MS/Alt. (2) 	<u>SCHEDULE</u> 4% of District Certificated base Salary (Column 1, Step 1) rounded to the nearest dollar.
<u>CLASS "F"</u> <ul style="list-style-type: none"> History Day Advisor JHS/MS/HS/Alt. (1) Military Competition Advisor JHS/MS/Alt. (1) Pep Squad/Spirit Squad Leader JHS/MS/Alt. (1) Science Fair Advisor JHS/MS/HS/Alt. (1) 	<u>SCHEDULE</u> 3% of District Certificated base Salary (Column 1, Step 1) rounded to the nearest dollar.

HS = High School (Grade 9-12)
MS = Middle School (Grade 7-8)

JHS = Junior High School (Grade 7-8)
Alt. = Alternative Education (Grade 9-12)

Note: If a coach/advisor/director is working with both High School and Junior High/Middle School students, then the coach will receive the high school stipend only.

Nothing precludes a coach/advisor from using parent or community volunteers. These individuals must be cleared through the Human Resources Department.

3.3.1 Post Season Playoffs – Athletic and Academic Competitions:

3.3.1.1 Athletic/CIF- For each week in which an athletic team or individual participates in playoff competition, the head coach and varsity assistants will receive 10% of their stipend for each playoff competition.

3.3.1.2 Academic team coaches whose teams make the “playoffs” will receive 10% of their stipend for each playoff competition.

3.3.1.3 If a team makes playoffs outside of the contract year, the Athletic Director shall receive 10% of their stipend for each week outside of the contract year.

3.4 All Article 3 positions at each site may be utilized to the maximum number allocated to the site. Positions shall be filled by site administration and Human Resources Department. Stipend amounts may be split amongst two members if mutually agreed upon in writing between the two members and the Superintendent or Designee.

3.4.1 Stipend amounts and positions set in Article 3 – Extra Duty Assignment shall not determine or limit stipend amounts and positions set forth in grants. The selection of people involved in grant writing and receiving grant stipends shall follow the grant provider’s procedures.

3.5 Teacher Innovation Program

Part-time Reflective Coaches shall be compensated at a \$2,000 initial stipend. A \$1,000 stipend shall be added for each assigned Participating/Eligible teacher.

3.6 Department Chairs, Special Education Teachers, Athletic and Activities Directors

3.6.1 At least once every three years, using a staggered method or when there is a vacancy for a Department Chair, Assistant Department Chair, Athletic Director, or Activities Director position, any site/department member who possesses a minimum of a Bachelor’s degree; a clear subject or designated subjects credential; CLAD certification; and is tenured may submit an application for the position between March 1 and March 30. In the event that no qualified tenured candidate applies or is selected, and in order to recruit the most qualified candidates, the District may recruit and select non-tenured candidates for vacant positions.

3.6.2 Athletic and Activities Directors shall be chosen at the site Principal’s discretion.

3.6.3 When there are multiple applicants for a Department Chair position, the 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.

3.6.3.1 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.

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

3.6.4 The minimum number of sections required to have a department is nine (9) for six-period schools and eleven (11) for seven-period schools.

3.6.5 A head counselor is considered a department chairperson Level I. No individual may be compensated for more than one department chairperson position. Departments will be classified according to the number of teaching sections, with pay set according to a percentage of the base (Column 1, Step 1) salary listed in the following schedule:

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

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

3.6.6 Members of the Bargaining Unit who teach Special Education shall have up to forty-eight (48) extra duty hours, outside the contractual day, per academic year paid at 60% hourly per diem rate to address IEPs, progress of goals, or any other IEP related work for their Special Education student caseloads.

3.7 Teaching Additional Periods

3.7.1 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

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

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

3.7.2 All prep period substituting will be paid at the Member of the Bargaining Unit's per diem rate (re: 3.7.1 & 6.7.2); therefore, the conference period will be either before or after school as arranged with the site administrator, either on site or on school business.

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

3.8 Hourly Rates

3.8.1 Additional Extra Duties (Not Covered in Article 3.2, 3.3 & 3.6) - The District agrees to pay at a minimum of Thirty-two (\$32.00) per hour or at 60% of the member's hourly per diem, whichever is higher, for assigned extra duties over and above the provisions of Article 6 of this agreement, except for District Summer School or subbing during their prep period.

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

3.9 District-level Teachers On Special Assignment (TOSA)

3.9.1 The District-level TOSAs will have a 193-day work year. A District-level TOSA will be paid on the yearly salary schedule times 1.0547 rounded to the nearest dollar (re: Article 1.1).

3.9.2 In the event a TOSA vacancy occurs for the District, an association representative selected by the VVTA President shall be a participant of the interview panel for the TOSA vacancy.

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.
- 4.2 The District may change providers as long as the current or better levels of benefits are maintained.
- 4.3 The District shall provide \$18,055 toward employee Health and Welfare benefits for the contract period beginning July 1, 2018 and extending to June 30, 2019. In the following years, the District shall provide Health and Welfare Benefits which are comparable or better than the currently offered plans at no cost to the Members of the Bargaining Unit.
- 4.3.1 The Health and Welfare benefits will be based on a composite rate for VVTA Members.
- 4.3.2 The District agrees to provide health (including mental), dental, and vision insurance for each Member of the Bargaining Unit and family (spouse and dependents), employed fifty percent (50%) or more in a paid, assigned position. The District will 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 their date of hire.
- 4.3.3 The District agrees to a dental benefit with a maximum of two thousand five hundred dollars (\$2500) per calendar year, per family member, as provided by the selected dental carrier.
- 4.3.4 The District will provide a vision benefit plan at no cost to the Member of the Bargaining Unit.
- 4.3.5 The District will provide optional, employee paid, spouse and dependent life insurance at a reasonable rate.
- 4.3.6 This article may be opened annually by either the District or the Bargaining Unit.
- 4.4 Retiree Benefits
- 4.4.1 The District shall provide Health and Welfare benefits to the retired Member of the Bargaining Unit, and their spouse and dependents as defined by the carrier. 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 retiree's eligibility period (re: 4.4.2.2).
- 4.4.1.1 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).
- 4.4.1.2 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.
- 4.4.2 In order to receive benefits under Article 4, the Member of the Bargaining Unit must:
- 4.4.2.1 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) (re: 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 ($6 \times 1.0 \text{ [FTE]} + 8 \times 0.5 \text{ [FTE]} = 10 \text{ years of service}$).

4.4.2.2 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 and welfare benefits at his/her own expense.

4.4.2.3 Submit a letter of intent to the District ninety (90) days preceding retirement. The timeline can be modified based on a retirement incentive.

4.4.3 The terms of the retiree's benefits shall be as follows:

4.4.3.1 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 4.4.1.

4.4.3.2 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.

4.4.3.3 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.

4.4.3.4 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.

4.4.3.5 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 or District level TOSA will have a 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 (re: 1.1, 1.2).

5.5 Staff Development Days

5.5.1 A participant is designated as a Member of the Bargaining Unit 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 for the next school year.

ARTICLE 6. HOURS OF EMPLOYMENT

- 6.1 Duty day - A Member of the Bargaining Unit shall have a thirty (30) minute duty free lunch.
- 6.2 A Member of the Bargaining Unit shall be assigned a workday of 395 minutes (six [6] hours and thirty- five [35] minutes) exclusive of lunch. (re: Appendix 4).

6.2.1 A Member of the Bargaining Unit shall be present 15 minutes before the instructional day begins and four (4) minutes after the instructional day ends at their assigned work location in alignment with the established workday as defined above in article 6.2.

- 6.3 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 the regularly scheduled class period.
- 6.4 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. If the bargaining unit member does not agree with the assignment of more than three (3) different preparations within the duty day, the bargaining unit member may appeal to the principal in writing. The Principal will provide a decision to the bargaining unit member within five (5) business days. If the bargaining unit member still does not agree with the assignment, the bargaining unit member can appeal in writing to the Assistant Superintendent of Human Resources, who will make the final decision within five (5) business days.

6.5 Alternative Schedule

The Victor Valley Union High School District (VVUHSD) recognizes that there are several proven research-based remediation/enrichment programs.

All alternative instructional schedules must be agreed upon annually in accordance with the site-based procedures outlined below.

6.5.1 Extended Day

An extended day, which can only be categorically funded, is defined as an instructional schedule that requires an extended day beyond the six hour and thirty-five minute (395 minutes) contract Restoration workday to six-hour and fifty-one minute (411 minutes) extended day schedule (see Appendix 4, pages 4 & 10). Extension of the instructional day shall be paid at the per diem rate. Implementation of the extended day must be approved by the School Site Council and be part of the Board approved Single Plan for Student Achievement (SPSA).

6.5.2 Alternative Schedule Implementation

All procedures and steps of the following process must be completed prior to the approval of the implementation, or continuation, of any alternative instructional schedule proposal:

- 6.5.2.1.1 A Program Improvement Planning (PIP) Team shall be formed at each site. A Program Improvement Planning (PIP) Team shall consist of one (1) member from each department elected by their department peers to assist the site principal in the recommendation, rationale, and

construction of the alternative instructional schedule.

- 6.5.2.2 The site principal must present the proposal of the alternative instructional schedule to the Assistant Superintendent of Educational Services and the VVTA negotiating team by May 1 of the preceding contract year for approval.
- 6.5.2.3 Prior to the implementation or annual continuation of an alternative instructional schedule, the site principal must secure a simple majority (51%) approval of all eligible VVTA members at the effected school site.
- 6.5.2.4 The PIP Team must submit the proposal and obtain funding authorization from the School Site Council (SSC).
- 6.5.2.5 Documented evidence supporting the proposal's rationale must be written into the Single Plan for Student Achievement (SPSA).
- 6.5.2.6 The Assistant Superintendent of Educational Services will review, approve, and submit the SPSA which includes the alternative instructional schedule to the Board of Trustees for approval.
- 6.5.3 Any alternative instructional schedule must be renewed annually by the procedures defined in section 6.5.2. In addition, on an annual basis, the renewal of an alternative instructional schedule must be supported by statistical evidence, developed and reviewed by School Site Council, that indicates increased student achievement and closing the achievement gap.

6.6 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 reasons such as but not limited to: staff and department meetings, school site(s) back-to-school/open house, student activity/athletic supervision, WASC 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). Each site shall develop a system to ensure that the adjunct duty hours are being completed prior to the end of the school year by bargaining unit members.

6.7 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:

- 6.7.1 A Member 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.
- 6.7.2 A Member of the Bargaining Unit who substitutes during his/her conference/preparation period will be compensated at his/her per diem rate (re: 3.7.2).
- 6.7.3 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.
- 6.7.4 Members of the Bargaining Unit who are needed to period substitute are assigned from a rotating volunteer list. Absent a volunteer, period substitutes will be assigned on a rotation basis alphabetically, using the site master schedule.

6.8 Collaboration

- 6.8.1 The intent of both parties (parties is heretofore defined as the Victor Valley Union High School District [VVUHSD] and Victor Valley Teachers Association [VVTA]) is to implement collaboration time equally district- wide. In order to provide Members of the Bargaining Unit sufficient time to work collaboratively with their colleagues on instruction, fifty-four (54) minutes of collaboration time shall take place on Wednesdays for a total of thirty-four (34) weeks within each contract year.

Collaboration time, instructional minutes weekly, duty day, and or the association member's conference/preparation period, before and/or after school prep time, are reflected in the Restoration Schedule (See Appendix 4) and any changes would need to be made in accordance with Article 6.5. The dates for such collaboration time will be jointly determined by the parties on an annual basis, in accordance with Section 6.8.1.1 below. The intent of collaboration time shall be for, but not be limited to, Professional Learning Communities, Professional Development, Student Data Assessment, Technology Integration and Departmental or Interdepartmental Instructional Planning, etc. No later than 30 days prior to the end of each contract year, the parties shall jointly decide the dates of Collaboration Wednesdays.

- 6.8.1.1 The agenda for 50% of the collaboration time shall be established by the District. The collaboration agenda for the remaining 50% will be within the authorization of the Bargaining Unit Members. All collaboration days must be in accordance with the designated intent noted in 6.8.1. Collaboration time shall not be used as an extension of daily preparation time, or for the use of non-mandated District and or VVTA business.
- 6.8.1.2 An accounting of all collaboration agendas must be submitted to the site principal and or designee within no less than five (5) days prior to the collaboration date. An accounting of all collaboration minutes must be submitted to the site principal or designee within five (5) days following the collaboration date.

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.
- 7.8 The VVTA President shall be provided release time not to exceed the equivalent of 45 working days

(17,775 minutes) based on the 6.5hour day. Release time scheduling shall be mutually agreed upon amongst the VVTA President and their site Principal. Any excess release time not initiated/required by VVUHSD will be billed to VVTA (article 7.1).

- 7.9 The VVTA President shall be provided release time not to exceed two class periods plus a conference period. To the extent possible, the release time shall be scheduled in a manner that mutually benefits the VVTA President, site administrator, and student needs. Any excess release time not initiated/required by VVUHSD will be billed VVTA (re: 7.1) and any amounts owed to the District must be received by the District no later than June 30th of the current year.

ARTICLE 8. DISTRICT RIGHTS AND RESPONSIBILITIES

- a. 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.
- b. 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 judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and the law.
- c. AB 119 requires public agency employers to give union representative access to all new employees during orientation sessions. The word employee in this article refers to the VVTA Member of the Bargaining Unit.

8.1 EMPLOYEE INFORMATION

- a) "Newly hired employee" or "new hire" means any employee, whether permanent, full time, part time, hired by the District, and who is still employed as of the date of the new employee orientation. It also includes all employees who are or have been previously employed by the District and whose current position has placed them in the bargaining unit represented by VVTA.
- b) The District shall provide VVTA with contact information on new hires. The information will be provided to VVTA electronically via a mutually agreeable secure FTP site or service, within 30 days of date of hire. This contact information will include the following items, with each field in its own column:
 - i. Name
 - ii. Job Title
 - iii. Department
 - iv. Primary worksite name
 - v. Work telephone number
 - vi. Home Street address (incl. apartment #)
 - vii. City
 - viii. State
 - ix. ZIP Code (5 or 9 digits)
 - x. Home telephone number (10 digits)
 - xi. Personal cellular telephone number (10 digits)
 - xii. Hire date

This information shall be provided to VVTA regardless of whether the newly hired employee was previously employed by the District, unless the employee specifically requests to have his/her contact information remain confidential as applicable by law.

- c) Periodic Update of Contact Information: The District shall provide VVTA with a list of all bargaining unit members' names and contact information as listed above in section 1(b) prior to the last working day of September, January, and May.

8.2 NEW EMPLOYEE ORIENTATION

- a) "New employee orientation" means the onboarding process of a newly hired District 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.
- b) The District shall provide VVTA mandatory access to its new employee orientations. VVTA shall receive not less than ten (10) days' notice in advance of an orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District's operations that was not reasonably foreseeable.
- c) The District shall include VVTA provided materials including, VVTA membership application and/or a VVTA provided link for an electronic application, in any new employee orientation packet of District materials provided to any newly hired employee. VVTA shall provide the copies of the VVTA membership applications to the District for distribution.
- d) The orientation session shall be held on District property during normal business hours for a minimum of thirty (30) minutes.

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 credential area to another credential area, grade level change, or the introduction of a new prep.
- 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 the Board approved tie-breaker criteria and by lottery 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 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 five (5) calendar days following the posting date, job description, credentials, and qualifications necessary to meet the requirements of the position.
- 9.2.3 In the event a vacancy posting occurs during a period of more than five (5) non-student days excluding weekends, the District will email notice of vacancy to each Member of the Bargaining Unit in a timely manner by school email address.
- 9.2.4 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: all call to each certificated teacher; and 4) giving telephone and/or e-mail notice to the association president. The District need not post such vacancies when there is a district need to transfer a Member of the Bargaining Unit, during the contract year (Re. 5.1), based on declining enrollment from one site to another. The transfer shall be made only between the affected school sites.

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 Human Resources Office for a voluntary transfer.

9.3.2 Voluntary transfer requests shall be given priority consideration.

9.3.3 A Member of the Bargaining Unit will receive written selection/non-selection notice in a timely manner.

9.3.4 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 An Involuntary Transfer is the involuntary movement of a Member of the Bargaining Unit from one site to another. In the event a site is required to involuntarily reduce certificated staff as a result of declining enrollment a 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 The transfer 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 shall take place.

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, in the presence of a VVTA representative, within four (4) District working days following the decision.

9.4.5 The Member of the Bargaining Unit who is involuntarily transferred may request a conference to be held with the Superintendent/designee to discuss the reasons for the transfer. The Member of the Bargaining Unit may appeal the decision to the Board of Trustees in writing within ten (10) days after the conference with the Superintendent/designee -- A decision shall be rendered no later than the board meeting immediately following the meeting at which the Board of Trustees received the written appeal.

9.4.6 A Member of the Bargaining Unit who is transferred to another school site, voluntarily or involuntarily, during the contracted school year (re: 5.1) shall be allowed two (2) days of release time for preparation prior to the effective date of the transfer. A member of the bargaining unit who is involuntarily reassigned to another classroom within the school site, shall be allowed two (2) days of release time for preparation prior to the effective date of the reassignment. A member of the bargaining unit who is voluntarily reassigned to another classroom within the school site shall not be provided release days and shall make the move to the new classroom on their own time. The District shall provide assistance in moving a Member of the Bargaining Unit's classroom materials whenever he/she is transferred/reassigned.

9.4.6.1 If the preparation time for a transfer occurs outside the contract year (5.1) the affected member will be compensated at their daily rate of pay, not to exceed two (2) days.

9.4.6.2 A change of assignment, after the first ten (10) days of the semester, of a single period will result in the release time of 2 period hours or 2 hours of pay to work outside of the contract day.

9.4.7 A Member of the Bargaining Unit who was previously involuntarily transferred shall have the right to be considered for any existing vacancies pursuant to the voluntary transfer provision of Article 9.3 for which he/she is credentialed.

- 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 prior to the conclusion of the existing school year.
- 9.6 A Teacher on Special Assignment (TOSA) who is returning to the classroom shall have the right to be considered for any existing vacancies, for which he/she is credentialed. If no vacancies are available, or if the receiving principal does not approve of 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. A complaint may be verbal or written.

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 appropriate District Complaint Form.

10.2 General Guidelines

10.2.1 Every effort should be made to resolve the complaint with the Member of the Bargaining Unit at the lowest possible level and at the earliest possible time.

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 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 To the extent feasible, written documentation of outcomes such as but not limited to findings, actions, and resolutions shall be shared with the bargaining unit member at the earliest possible time, unless prohibited by law. Time limits specified in these procedures may be reduced or extended in any specific instance by written mutual agreement of the parties involved.

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 Member of the Bargaining Unit has received written notice from the district.

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.
- 10.4.2 Within five (5) business 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) business days.
- 10.4.3 The Member of the Bargaining Unit shall have ten (10) business 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) business 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) business 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) business days after the investigation.

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 2009 and included in the appendix of this agreement. The evaluation form for counselors 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 designee 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 Timelines in Article 11 may be modified upon the mutual agreement between the Member of the Bargaining Unit and his/her 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. (re: 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. (re: 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 shall take place no later than the end of the first quarter. If a new Member begins his/her assignment after the beginning of the school year, the observation shall take place within forty-five (45) days.

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 fifteen (15) 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 year of evaluation, each tenured Member of the Bargaining Unit shall be observed in the performance of his/her assignment by his/her evaluator.

11.7.1.1 Evaluation and assessment of the performance of each certificated employee shall be made on a continuing basis as follows:

11.7.1.2 At least every other year for personnel with permanent status.

11.7.1.3 At least every five years for personnel with permanent status who have been employed at least 10 years with the school district and whose previous evaluation rated the employee as meeting or exceeding standards, if the evaluator and certificated employee being evaluated agree. The certificated employee or the evaluator may withdraw consent at any time.

11.7.2 An observation shall take place no later than the start of the November Break.

11.7.3 Within ten (10) contract 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 at least once every five (5) years, but no more than three (3) times within five (5) years. No later than fifteen (15) 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) contract 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.

11.7.6 If a Tenured Member receives an evaluation that meets the requirements for reevaluation (re:11.8), he/she shall be reevaluated in the succeeding school year, regardless of the number of evaluations received in the previous five (5) years as listed in 11.7.4.

11.8 Reevaluation 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 days following the date of the final observation conducted (re: 11.8.2) 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 11.8.3, 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 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 evaluations 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/designee. 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 administrator and the appropriate file. Nothing herein prohibits the Superintendent/designee 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 - Immediate Supervisor

- 12.2.1 Within fifteen (15) days after the occurrence of the act or omission giving rise to the grievance, and before filing a formal grievance, the grievant shall attempt to resolve it by informal conference(s) with the grievant's immediate supervisor. The grievant must notify the supervisor in writing to initiate an informal complaint. If, within ten (10) days after the notification, 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 Assistant Superintendent of Human Resources/Designee

The grievant may present such grievance in writing on the grievant form to the Assistant Superintendent of Human Resources/Designee. 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 Assistant Superintendent of Human Resources/Designee shall communicate a decision to the grievant in writing within ten (10) days after receiving the formal, written grievance. If the Assistant Superintendent of Human Resources/Designee 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 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 fifteen (15) days after the Superintendent receives the formal statement of appeal. If the Board of Trustees does not respond within the fifteen (15) 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 fifteen (15) day time limit, the grievant may, within fifteen (15) 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 judgment 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 judgment 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. LEAVES

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 healthcare provider.

13.1.2 A "family" is defined as a Member of the Bargaining Unit's spouse, registered domestic partner, mother, father, legal guardian, step-parent, grandmother, grandfather, grandchild, son, daughter, sister, brother, uncle, aunt, niece, nephew, spouse's "family," in-laws, or any relative 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, quarantine, diagnosis, care, or treatment of an existing health condition of, or preventive care for, the Member or the Member's family member. In addition, a "sick day" is a day granted to a Member of the Bargaining Unit who is a victim of domestic violence, sexual assault, or stalking.

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 Each Member of the Bargaining Unit shall be entitled to fourteen (14) sick days for each full year of service rendered in paid status, 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 Members of the Bargaining Unit using sick days shall receive their regular salary.

13.2.3 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.

13.2.4 Pursuant to Education Code section 44977, when a unit member, has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from his or her duties on account of illness or accident as validated by a physician's note (the physician's note shall be submitted to the Human Resources Department within three days of being issued by the physician and shall include the period of time the note covers); in the event of extenuating circumstances, the Human Resources Department will work with the unit member to obtain a physician's note as soon as reasonably possible; the unit member is then placed on statutory sick leave (extended illness) for an additional period not to exceed five consecutive months, whether or not the absence arises out of or in the course of the employment of the unit member. The amount deducted from the salary due him or her for any additional five consecutive months in which the absence occurs 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 a substitute been employed. A unit member shall not be provided more than one consecutive five-month period per illness or accident. However, if a school year terminates before the consecutive five-month period is exhausted, the unit member may take the balance of the consecutive five-month period in the subsequent school year until the consecutive five-month period is exhausted.

13.2.5 To the extent authorized by CalSTRS/CalPERS, 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 incidents 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 Risk Management 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 13.1.1 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 A Member of the Bargaining Unit disabled by pregnancy, childbirth, or related medical conditions shall be entitled to up to four (4) months of unpaid leave (which may be used concurrently with available paid leaves) with benefits under the same terms and conditions as if she were working.

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 thereof 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" as defined in Article 13.1.1, of the Member of the Bargaining Unit's "family" as defined in Article 13.1.2.

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 Paid Parental Leave

13.8.1. As provided by Education Code section 44977.5, employees shall be entitled to paid parental leave as set forth in this section.

13.8.2 For purposes of this section, "parental leave" shall be defined as leave for reason of the birth of the employee's child, or the placement of a child with the employee for adoption or foster care within twelve (12) months of the birth or placement.

13.8.3 Employees shall be entitled to use all current and accumulated sick leave for parental leave, for a period of up to twelve (12) workweeks.

13.8.4 When an employee has exhausted all current and accumulated sick leave and continues to be absent on account of parental (child-bonding) leave under the California Family Rights Act (CFRA; Government Code section 12945.2), he/she shall be entitled to substitute differential pay for any of the remaining twelve (12) workweek period. Such substitute differential pay shall be paid as set forth in Section 13.2.4 above but shall be no less than 50% of the employee's regular salary and shall not count against the leave entitlement set forth in Section 13.2.4. In order to use substitute differential pay, the employee must be eligible for leave under the California Family Rights Act, except that he/she is not required to have worked 1,250 hours in the twelve (12) months immediately preceding the leave.

13.8.5 Any leave taken under this section shall count against any entitlement to child-bonding leave under the California Family Rights Act. The aggregate amount of leave taken under this section and CFRA shall not exceed twelve (12) workweeks in any twelve (12) month period.

13.8.6 An employee shall not be entitled to more than one (1) twelve (12) week period for parental leave in any twelve (12) month period. If both parents work for the District, each is entitled to twelve (12) workweeks of leave for the birth or placement for adoption or foster care of a child.

13.8.7 Leave under this section shall be in addition to any leave taken for pregnancy or childbirth-related disability.

13.8.8 An employee shall give at least thirty (30) calendar days' notice of the birth of a child and intent to take parental leave under this section. Leave shall be taken in increments of at least two (2) weeks' duration except on two (2) occasions. Leave under this section must be completed within twelve (12) months of the birth of the child or placement for adoption or foster care.

13.9 Bereavement Leave

Each Member of the Bargaining Unit shall be entitled to five (5) days of paid absence, upon the death of any member of the Bargaining Unit Member's "family" as defined in 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 Family Medical Leave Act

A regular certificated employee who has been employed by the district for at least twelve (12) months (which need not be consecutive) and have actually worked at least 1,250 hours in the twelve (12) months immediately preceding the leave 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. Full-time teachers shall be presumed to have worked 1,250 hours. Intervals of not less than one hour may be taken. Benefits will continue during this period.

13.11 Personal Necessity

- 13.11.1 "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).
- 13.11.2 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.
- 13.11.3 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.

13.12 Jury Duty/Witness Leave

- 13.12.1 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.
- 13.12.2 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.

13.13 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 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 concurrent with other leaves available to the Member of the Bargaining Unit not to exceed two (2) 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.

13.16 Emergency Lesson Plans

- 13.16.1 The Member of the Bargaining unit shall provide three (3) days of emergency standards-based lesson plans within the first ten (10) days of each semester to the personnel identified by site administration.
- 13.16.2 Upon use, any lesson plans shall be replaced by the Member of the Bargaining unit within ten (10) days.

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 FTE and a minimum age of fifty-five (55), (re: 4.3.2) (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 15. SUMMER SCHOOL

- 15.1 Summer School is not an extension to the regular 183 day school year (re: Article 5.1). Determination of Summer School is within the authorization of the district and the decisions regarding Summer School will be assessed by the district on an annual basis.
- 15.2 Summer School is paid at the teacher's hourly per diem based on the summer school's hours of operation.
- 15.3 The scope of the district authorization will include the following:
 - a. Whether Summer School is offered
 - b. Determination of Summer School curriculum and format of instruction (e.g., online credit recovery, classroom seat time, independent study, etc.)
 - c. Determination of student enrollment
 - d. Summer School class size will be commensurate with Article 16.
 - e. Criteria and selection of all staffing needs including scheduling of interviews
 - f. Location of Summer School
 - g. Hours of operation
- 15.4 Individuals who interview for Summer School positions will be notified of their selection/non-selection in writing within ten (10) days after the final date of the interview period.

ARTICLE 16. CLASS SIZE

- 16.1 High school/Choice School class sizes shall be determined by a student/teacher ratio of 34:1. The total number of students taught during the day shall not exceed 170 students per day or 38 students per class for schools offering 6 periods a day. The total number of students taught during the day shall not exceed 204 students per day or 38 students per class for schools offering 7 periods a day.
- 16.2 Junior High/Middle School class sizes shall be determined by a student/teacher ratio of 32:1. The total number of students taught during the day shall not exceed 192 students per day or 36 per class.
- 16.3 Exception classes
- 16.3.1 Physical Education, performing arts, and co-curricular activities/athletics shall be determined by a 45:1 student/teacher ratio. The total number of students taught during the day shall not exceed 225 students per day or 45 students per class for schools offering 6 periods a day. The total number of students taught during the day shall not exceed 270 students per day or 45 students per class for schools offering 7 periods a day. Co-curricular activities/athletics or performing arts can exceed the maximums only with the agreement of the teacher and site principal.
- 16.3.2 Specialized Academic Instruction, designated SED and SH, class size ratio will be 17:1. For classes designated as SDC the class size ratio shall be 20:1. The total number of students taught during the day shall not exceed 100 students per day or 20 students per class for schools offering 6 periods a day. The total number of students taught during the day shall not exceed 120 students per day or 20 students per class for schools offering 7 periods a day.
- 16.3.3 Any Specialized Academic Instruction classes designated as RSP shall be determined by a 28:1 student/teacher ratio. The total number of students taught during the day shall not exceed 140 students per day or 28 students per class for schools offering 6 periods a day. The total number of students taught during the day shall not exceed 168 students per day or 28 students per class for schools offering 7 periods a day.
- 16.4 It is agreed that for the first ten (10) days of the first semester and ten (10) days of the second semester, individual classes could exceed the agreed class size and caseload numbers by 10%. This will allow leveling to occur.
- 16.5 The District agrees to provide a class-by-class enrollment and counselor caseload count to the President of the Association no later than the eleventh (11) day of the first semester and the eleventh (11) day of the second semester.
- 16.6 Special Education Program and Language, Speech, and Hearing (LSH) caseloads
- 16.6.1 Excess caseload refers to only the special education students in excess of the basic caseload with current or outdated IEPs who still require special education services. Students without IEPs shall not be counted as part of the excess caseload.
- 16.6.2 Basic caseloads for the following special education teachers/specialists shall be:
- SH/ED: 17 Students
 - SDC: 20 students
 - RSP: 28 students
 - LSH: 55 students

16.6.3 LSH will be defined by minutes of service per week.

16.7 Class size and Caseload Overages

16.7.1 Members of the Bargaining Unit who have class sizes, and/or class loads in excess (re: 16.1-3, 16.6), will be compensated in accordance to the calculations noted below (re: 16.7.5). The affected Members of the Bargaining Unit must also agree to the class size or caseload overage.

16.7.2 It is also agreed that eligibility for compensation applies in so long as the individual class size and/or caseload remains in excess (re: 16.1-3, 16.6). If a class size and/or teacher caseload returns to compliance (re: 16.1-3, 16.6), the additional compensation will be terminated effective the date of compliance.

16.7.3 No single class period shall exceed the maximum number by more than four (4) additional students beyond total student/teacher ratios referenced in 16.1 through 16.3.3.

16.7.4 Students serving as Teacher Assistants (TA) will not be counted in the class size.

16.7.5 Sample Calculations:

- a. High Schools, Parent Choice Schools, Specialized Academic Instruction
Base Grant x Average Daily Attendance / School Year = Daily per Student / Periods

per day = (Base Grant X 92%)/180/6 = Per Pupil Rate

- b. Middle Schools, Jr. High Schools, Specialized Academic Instruction
Base Grant x Average Daily Attendance / School Year = Daily per Student / Periods

per day = (Base Grant X 92%)/180/7 = Per Pupil Rate

16.7.6 Effective July 1st, 2022, counselor to student ratio shall not exceed 1:500.

16.7.6.1 It is agreed that for the first ten (10) days of the first semester and the first ten (10) days of the second semester, counselor caseloads could exceed agreed contractual caseload numbers by 10%. This will allow leveling to occur.

16.7.6.2 Counselor caseloads overages will be paid at a flat rate of \$3.00 per student per day. It is also agreed that eligibility for compensation applies in so long as the caseload remains in excess. If a counselor caseload returns to compliance, the additional compensation will be terminated effective the date of compliance.

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.
- 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.
- 17.7 In calculating perfect attendance only Personal 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 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.
- 18.2 Dues and Service Fee Deductions
 - 18.2.1 VVTA/CTA/NEA has the sole and exclusive right to have employee organization membership dues and service fees deducted by the employer for Members of the Bargaining Unit.
 - 18.2.2 The Employer shall deduct, in accordance with the VVTA/CTA/NEA dues schedule as provided to the Employer, dues from the wages of all employees who are Members of VVTA/CTA/NEA.
- 18.3 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, judgments 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 the District agree to a Joint Committee formed upon ratification for the purpose of researching and restructuring Article 4.2 no later than October 1, of the current year. The Association and the 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 (2) 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 1st of their selection.

ARTICLE 20. TERMS OF AGREEMENT

- 20.1 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.
- 20.2 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.
- 20.3 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 ratification of the District Board of Trustees.
- 20.4 The District and VVTA mutually agree this contract shall remain in full force and effect from July 1, 2021 up to and including June 30, 2024.

ARTICLE 21 SAFETY CONDITIONS OF EMPLOYMENT

- 21.1 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 permits and is consistent with State and Federal regulations. Members of the Bargaining Unit 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.
- 21.2 It is the intent of the parties to provide an expedited process for reporting and resolving facilities/equipment safety issues. Members of the Bargaining Unit 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 leak or downed electrical lines.
- 21.3 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 Assistant Superintendent of Human Resources.
- 21.4 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 Members of the Bargaining Unit to their immediate supervisor. Upon receipt of such a report from a Member of the Bargaining Unit, the employee and his/her immediate supervisor shall report the incident to the appropriate law enforcement authorities.
- 21.5 A copy of Education Code sections 44014, 44807, 48900, 49000, 49070, and 49079 shall be attached to this Agreement as Appendix 3.
- 21.6 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 grieved.

VICTOR VALLEY UNION HIGH SCHOOL DISTRICT
Standards for the Teaching
Profession Evaluation Form

Teacher Name: _____ Credential: _____

Date: _____ Period: _____ Subject: _____ Supervisor: _____

KEY: 1 - Exceeds Standards 2 - Meets Standards 3 - Needs Improvement 4 - Unsatisfactory 5 - Not Applicable 6 - Not Observed

Standard 1 - Engaging and Supporting All Students in Learning 1. Using knowledge of students to engage them in learning 2. Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests 3. Connecting subject matter to meaningful, real-life contexts 4. Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs 5. Promoting critical thinking through inquiry, problem solving, and reflection 6. Monitoring student learning and adjusting instruction while teaching	1.1 _____ 1.2 _____ 1.3 _____ 1.4 _____ 1.5 _____ 1.6 _____	Comments:
Standard 2 - Creating and Maintaining Effective Environments for Student Learning 1. Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully 2. Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students 3. Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe 4. Creating a rigorous learning environment with high expectations and appropriate support for all students 5. Developing, communicating, and maintaining high standards for individual and group behavior 6. Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn 7. Using instructional time to optimize learning	2.1 _____ 2.2 _____ 2.3 _____ 2.4 _____ 2.5 _____ 2.6 _____ 2.7 _____	Comments:
Standard 3 - Understanding and Organizing Subject Matter for Student Learning 1. Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks 2. Applying knowledge of student development and proficiencies to ensure student understanding of subject matter 3. Organizing curriculum to facilitate student understanding of the subject matter 4. utilizing instructional strategies that are appropriate to the subject matter 5. Using and adapting resources, technologies, and standards aligned instructional materials, including adopted materials, to make subject matter accessible to all students 6. Addressing the needs of English learners and students with special needs to provide equitable access to the content	3.1 _____ 3.2 _____ 3.3 _____ 3.4 _____ 3.5 _____ 3.6 _____	Comments:
Standard 4 - Planning Instruction and Designing Learning Experiences for All Students 1. Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction 2. Establishing and articulating goals for student learning 3. Developing and sequencing long-term and short-term instructional plans to support student learning 4. Planning instruction that incorporates appropriate strategies to meet the learning needs of all students 5. Adapting instructional plans and curricular materials to meet the assessed learning needs of all students	4.1 _____ 4.2 _____ 4.3 _____ 4.4 _____ 4.5 _____	Comments:

Standard 5 - Assessing Student Learning 1. Applying knowledge of the purposes, characteristics, and uses of different types of assessments 2. Collecting and analyzing assessment data from a variety of sources to inform instruction 3. Reviewing data, both individually and with colleagues, to monitor student learning 4. Using assessment data to establish learning goals and to plan, differentiate, and modify instruction 5. Involving all students in self-assessment, goal setting, and monitoring progress 6. Using available technologies to assist in assessment, analysis, and communication of student learning 7. Using assessment information to share timely and comprehensible feedback with students and their families	5.1 _____ 5.2 _____ 5.3 _____ 5.4 _____ 5.5 _____ 5.6 _____ 5.7 _____	Comments:
Standard 6 - Developing As A Professional Educator* 1. Reflecting on teaching practice in support of student learning 2. Establishing professional goals and engaging in continuous and purposeful professional growth and development 3. Collaborating with colleagues and the broader professional community to support teacher and student learning 4. Working with families to support student learning 5. Engaging local communities in support of the instructional program 6. Managing professional responsibilities to maintain motivation and commitment to all students 7. Demonstrating professional responsibility, integrity, and ethical conduct	6.1 _____ 6.2 _____ 6.3 _____ 6.4 _____ 6.5 _____ 6.6 _____ 6.7 _____	Comments:

Overall Rating

- ☐ Exceeds Standards
☐ Meets Standards
☐ Needs Improvement
☐ Unsatisfactory

Improvement Considerations:

Teacher Comments:

Supervisor's Signature

Date

Teacher's Signature
(Signature by teacher does not constitute agreement with content of evaluation. It merely acknowledges receipt.)

Date

VICTOR VALLEY UNION HIGH SCHOOL DISTRICT
Counselor Performance Evaluation

Name: _____ Position: _____

Site: _____ School Year: _____

KEY: 1 - Exceeds Standards 2 - Meets Standards 3 - Needs Improvement 4 - Unsatisfactory 5 - Not Applicable 6 - Not Observed

Area	Rating	Comments
Academic Development: <ul style="list-style-type: none"> a. Connects students' attitudes, knowledge and skills that contribute to effective learning. b. Provide students with a variety of post-secondary options, including college. c. Facilitate students' understanding of the relationship of academics to the world of work. d. Use a variety of strategies and resources to respond to students diverse needs. 		Comments:
Career Development: <ul style="list-style-type: none"> a. Assist students in acquiring the skills to investigate the world of work in relation to knowledge of self and to make informed career choices. b. Account for strategies on how students are to achieve future career success and satisfaction. c. Assists students with understanding the relationship between personal qualities, education and training, and the world of work. d. Set a good example for students and peers through professional dress, attitude, and behavior. 		Comments
Personal/Social Development:		Comments:

<ul style="list-style-type: none"> a. Promote social skills (i.e. attitudes, knowledge, and interpersonal qualities) that will help students understand and respect self and others. b. Involve and guide students in making informed decisions, setting goals, and taking necessary action to achieve goals. c. Communicate with students, families, and others regarding student progress. d. Analyze students' mastery of state-adopted grade level content standards, credits, and progress. 		
<p>Developing as a Professional Educator:</p> <ul style="list-style-type: none"> a. Reflect on counseling practice and planning professional development. b. Establish professional goals and pursue opportunities to grow professionally. c. Collaborate and articulate with colleagues, communities, and participate on district committees to improve professional practice. d. Balance professional responsibilities and maintain motivation. e. Comply with district, state, and Federal regulations, and policies and laws governing the professional practice of school counselors. 		Comments:

Counselor Comments:

Evaluator's Signature

Employee's Signature
(Signature by counselor does not constitute agreement with content of evaluation. It merely acknowledges receipt.)

Date

Date

VICTOR VALLEY UNION HIGH SCHOOL DISTRICT
CREDENTIAL UNITS
PRIOR APPROVAL FOR COURSE WORK

Employee: _____ Date: _____

Site: _____ Phone: _____

University/College
(accredited): _____

Course(s): _____

Date(s)
of course(s): _____

Number of
Units: _____ (Semester /

Quarter) Area of Study/Reason:

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.

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Signature of Superintendent Designee

Date

Notes: _____

.

Distribution: White: Cred. Office Yellow: Superintendent Designee
Pink: Supervisor Goldenrod:
Employee

44014

- (a) Whenever any employee of a school district or of the office of a county superintendent of schools is attacked, assaulted, or physically threatened by any pupil, it shall be the duty of the employee, and the duty of any person under whose direction or supervision the employee is employed in the public school system who has knowledge of the incident, to promptly report the incident to the appropriate law enforcement authorities of the county or city in which the incident occurred. Failure to make the report shall be an infraction punishable by a fine of not more than one thousand dollars (\$1,000).
- (b) Compliance with school district governing board procedures relating to the reporting of, or facilitation of reporting of, the incidents specified in subdivision (a) shall not exempt a person under a duty to make the report prescribed by subdivision (a) from making the report.
- (c) A member of the governing board of a school district, a county superintendent of schools, or an employee of any school district or the office of any county superintendent of schools, shall not directly or indirectly inhibit or impede the making of the report prescribed by subdivision (a) by a person under a duty to make the report. An act to inhibit or impede the making of a report shall be an infraction, and shall be punishable by a fine of not less than five hundred dollars (\$500) and not more than one thousand dollars (\$1,000).
- (d) Neither the governing board of a school district, a member of the governing board, a county superintendent of schools, nor an employee of a school district or of the office of any county superintendent of schools shall impose any sanctions against a person under a duty to make the report prescribed by subdivision (a) for making the report.

44807

Every teacher in the public schools shall hold pupils to a strict account for their conduct on the way to and from school, on the playgrounds, or during recess. A teacher, vice principal, principal, or any other certificated employee of a school district, shall not be subject to criminal prosecution or criminal penalties for the exercise, during the performance of his duties, of the same degree of physical control over a pupil that a parent would be legally privileged to exercise but which in no event shall exceed the amount of physical control reasonably necessary to maintain order, protect property, or protect the health and safety of pupils, or to maintain proper and appropriate conditions conducive to learning. The provisions of this section are in addition to and do not supersede the provisions of Section 49000.

48900

A pupil shall not be suspended from school or recommended for expulsion, unless the superintendent of the school district or the principal of the school in which the pupil is enrolled determines that the pupil has committed an act as defined pursuant to any of subdivisions (a) to (r), inclusive:

- (a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person.
- (2) Willfully used force or violence upon the person of another, except in self-defense.
- (b) Possessed, sold, or otherwise furnished a firearm, knife, explosive, or other dangerous object, unless, in the case of possession of an object of this type, the pupil had obtained written permission to possess the item from a certificated school employee, which is concurred in by the principal or the designee of the principal.
- (c) Unlawfully possessed, used, sold, or otherwise furnished, or been under the influence of, a controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind.
- (d) Unlawfully offered, arranged, or negotiated to sell a controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind, and either sold, delivered, or otherwise furnished to a person another liquid, substance, or material and represented the liquid, substance, or material as a controlled substance, alcoholic beverage, or intoxicant.
- (e) Committed or attempted to commit robbery or extortion.

- (f) Caused or attempted to cause damage to school property or private property.
- (g) Stole or attempted to steal school property or private property.
- (h) Possessed or used tobacco, or products containing tobacco or nicotine products, including, but not limited to, cigarettes, cigars, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel. However, this section does not prohibit use or possession by a pupil of his or her own prescription products.
- (i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- (j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell drug paraphernalia, as defined in Section 11014.5 of the Health and Safety Code.
- (k) Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, school officials, or other school personnel engaged in the performance of their duties.
- (l) Knowingly received stolen school property or private property.
- (m) Possessed an imitation firearm. As used in this section, "imitation firearm" means a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- (n) Committed or attempted to commit a sexual assault as defined in Section 261, 266c, 286, 288, 288a, or 289 of the Penal Code or committed a sexual battery as defined in Section 243.4 of the Penal Code.
- (o) Harassed, threatened, or intimidated a pupil who is a complaining witness or a witness in a school disciplinary proceeding for purposes of either preventing that pupil from being a witness or retaliating against that pupil for being a witness, or both.
- (p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- (q) Engaged in, or attempted to engage in, hazing. For purposes of this subdivision, "hazing" means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this subdivision, "hazing" does not include athletic events or school-sanctioned events.
- (r) Engaged in an act of bullying. For purposes of this subdivision, the following terms have the following meanings:
 - (1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a pupil or group of pupils as defined in Section 48900.2, 48900.3, or 48900.4, directed toward one or more pupils that has or can be reasonably predicted to have the effect of one or more of the following:
 - (A) Placing a reasonable pupil or pupils in fear of harm to that pupil's or those pupils' person or property.
 - (B) Causing a reasonable pupil to experience a substantially detrimental effect on his or her physical or mental health.
 - (C) Causing a reasonable pupil to experience substantial interference with his or her academic performance.
 - (D) Causing a reasonable pupil to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by a school.
 - (2) (A) "Electronic act" means the creation and transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
 - (i) A message, text, sound, or image.
 - (ii) A post on a social network Internet Web site, including, but not limited to:
 - (I) Posting to or creating a burn page. "Burn page" means an Internet Web site created for the purpose of having one or more of the effects listed in paragraph (1).
 - (II) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in paragraph (1). "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.

(III) Creating a false profile for the purpose of having one or more of the effects listed in paragraph (1). "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.

(B) Notwithstanding paragraph (1) and subparagraph (A), an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

(3) "Reasonable pupil" means a pupil, including, but not limited to, an exceptional needs pupil, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with his or her exceptional needs.

(s) A pupil shall not be suspended or expelled for any of the acts enumerated in this section unless the act is related to a school activity or school attendance occurring within a school under the jurisdiction of the superintendent of the school district or principal or occurring within any other school district. A pupil may be suspended or expelled for acts that are enumerated in this section and related to a school activity or school attendance that occur at any time, including, but not limited to, any of the following:

(1) While on school grounds.

(2) While going to or coming from school.

(3) During the lunch period whether on or off the campus.

(4) During, or while going to or coming from, a school-sponsored activity.

(t) A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, pursuant to this section, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (a).

(u) As used in this section, "school property" includes, but is not limited to, electronic files and databases.

(v) For a pupil subject to discipline under this section, a superintendent of the school district or principal may use his or her discretion to provide alternatives to suspension or expulsion that are age appropriate and designed to address and correct the pupil's specific misbehavior as specified in Section 48900.5.

(w) It is the intent of the Legislature that alternatives to suspension or expulsion be imposed against a pupil who is truant, tardy, or otherwise absent from school activities.

49000

The Legislature finds and declares that the protection against corporal punishment, which extends to other citizens in other walks of life, should include children while they are under the control of the public schools. Children of school age are at the most vulnerable and impressionable period of their lives and it is wholly reasonable that the safeguards to the integrity and sanctity of their bodies should be, at this tender age, at least equal to that afforded to other citizens.

49070.

Following an inspection and review of a pupil's records, the parent or guardian of a pupil or former pupil of a school district may challenge the content of any pupil record.

(a) The parent or guardian of a pupil may file a written request with the superintendent of the district to correct or remove any information recorded in the written records concerning his or her child which the parent or guardian alleges to be any of the following:

(1) Inaccurate.

(2) An unsubstantiated personal conclusion or inference.

(3) A conclusion or inference outside of the observer's area of competence.

(4) Not based on the personal observation of a named person with the time and place of the observation noted.

(5) Misleading.

(6) In violation of the privacy or other rights of the pupil.

(b) Within 30 days of receipt of a request pursuant to subdivision (a), the superintendent or the superintendent's designee shall meet with the parent or guardian and the certificated employee who recorded the information in question, if any, and if the employee is presently employed by the school district. The superintendent shall then sustain or deny the allegations.

If the superintendent sustains any or all of the allegations, he or she shall order the correction or the removal and destruction of the information. However, in accordance with Section 49066, the superintendent shall not order a pupil's grade to be changed unless the teacher who determined the grade is, to the extent practicable, given an opportunity to state orally, in writing, or both, the reasons for which the grade was given and is, to the extent practicable, included in all discussions relating to the changing of the grade.

If the superintendent denies any or all of the allegations and refuses to order the correction or the removal of the information, the parent or guardian may, within 30 days of the refusal, appeal the decision in writing to the governing board of the school district.

(c) Within 30 days of receipt of an appeal pursuant to subdivision (b), the governing board shall, in closed session with the parent or guardian and the certificated employee who recorded the information in question, if any, and if the employee is presently employed by the school district, determine whether or not to sustain or deny the allegations.

If the governing board sustains any or all of the allegations, it shall order the superintendent to immediately correct or remove and destroy the information from the written records of the pupil, and so inform the parent or guardian in writing. However, in accordance with Section 49066, the governing board shall not order a pupil's grade to be changed unless the teacher who determined the grade is, to the extent practicable, given an opportunity to state orally, in writing, or both, the reasons for which the grade was given and is, to the extent practicable, included in all discussions relating to the changing of the grade. The decision of the governing board shall be final. Records of these administrative proceedings shall be maintained in a confidential manner and shall be destroyed one year after the decision of the governing board, unless the parent or guardian initiates legal proceedings relative to the disputed information within the prescribed period.

(d) If the final decision of the governing board is unfavorable to the parent or guardian, or if the parent or guardian accepts an unfavorable decision by the district superintendent, the parent or guardian shall be informed and shall have the right to submit a written statement of his or her objections to the information. This statement shall become a part of the pupil's school record until the information objected to is corrected or removed

49079

(a) A school district shall inform the teacher of each pupil who has engaged in, or is reasonably suspected to have engaged in, any of the acts described in any of the subdivisions, except subdivision (h), of Section 48900 or in Section 48900.2, 48900.3, 48900.4, or 48900.7 that the pupil engaged in, or is reasonably suspected to have engaged in, those acts. The district shall provide the information to the teacher based upon any records that the district maintains in its ordinary course of business, or receives from a law enforcement agency, regarding a pupil described in this section.

(b) A school district, or school district officer or employee, is not civilly or criminally liable for providing information under this section unless it is proven that the information was false and that the district or district officer or employee knew or should have known that the information was false, or the information was provided with a reckless disregard for its truth or falsity.

(c) An officer or employee of a school district who knowingly fails to provide information about a pupil who has

engaged in, or who is reasonably suspected to have engaged in, the acts referred to in subdivision (a) is guilty of a misdemeanor, which is punishable by confinement in the county jail for a period not to exceed six months, or by a fine not to exceed one thousand dollars (\$1,000), or both.

- (d) For the 1994–95 school year, the information provided shall be from the previous two school years. For the 1996–97 school year and each school year thereafter, the information provided shall be from the previous three school years.
- (e) Any information received by a teacher pursuant to this section shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher.

Adelanto High School

2022-2023

School Start Time



Standard Day (Monday, Tuesday, Thursday, Friday)			
CLASS	<input type="text" value="57"/>	PASSING	<input type="text" value="6"/>
			LUNCH <input type="text" value="30"/>
Period 1	8:30 AM	9:27 AM	
Period 2	9:33 AM	10:30 AM	
Period 3	10:36 AM	11:36 AM	
Lunch A	11:36 AM	12:06 PM	Period 4A
Period 4B	12:13 PM	1:10 PM	Lunch B
			11:42 AM 12:39 PM 1:09 PM
Period 5	1:16 PM	2:13 PM	
Period 6	2:19 PM	3:16 PM	

Collaboration Day (All Wednesdays; Except 12/14, 3/1, 5/24 & 5/31)			
CLASS	<input type="text" value="48"/>	PASSING	<input type="text" value="6"/>
			LUNCH <input type="text" value="30"/>
Period 1	8:30 AM	9:18 AM	
Period 2	9:24 AM	10:12 AM	
Period 3	10:18 AM	11:09 AM	
Period 4	11:15 AM	12:03 PM	
Lunch A	12:03 PM	12:33 PM	Period 5A
Period 5B	12:40 PM	1:28 PM	Lunch B
			12:09 PM 12:57 PM 1:27 PM
Period 6	1:34 PM	2:22 PM	
Staff Collaboration	2:22 PM	3:16 PM	

Lunch A	11:47 AM	12:17 PM	Period 5A
Period 5B	12:24 PM	1:08 PM	Lunch B
			11:53 AM 12:37 PM 1:07 PM
Period 6	1:14 PM	1:58 PM	

Staff Collaboration

I certify that the above bell times are a true representation of the instructional schedule in place at Adelanto High School for the 2022/2023 school year.

Standard Days	144
Class	342 mins
Passing	30 mins
Lunch	30 mins
Added Time	4 mins
Total	376 mins
*Per 3 extended 3 min for Announcements	
*Passing extended after lunch	
Collaboration Days	34
Class	288 mins
Passing	30 mins
Lunch	30 mins
Added Time	4 mins
Total	322 mins
*Per 3 extended 3 min for Announcements	
*Passing extended after lunch	

Minimum Days	2
Class	264 mins
Passing	30 mins
Lunch	30 mins
Added Time	4 mins
Total	298 mins
*Per 3 extended 3 min for Announcements	
*Passing extended after lunch	

GRAND TOTAL	180
Total	65688 mins
REQUIRED	64800 mins
Over/Under	888 mins

Staff Collaboration	54 mins
Total	54 mins

Teacher Work Day:
6 hrs, 35 min 8:15-3:20

Cobalt Institute of Math & Science

2022-2023

School Start Time 8:30 AM



Standard Day (Monday, Tuesday, Thursday, Friday)			
CLASS	50	PASSING	4
		LUNCH	30
Period 1	8:30 AM	9:20 AM	
Period 2	9:24 AM	10:16 AM	
Period 3	10:20 AM	11:10 AM	
Period 4	11:14 AM	12:04 PM	
Lunch A	12:04 PM	12:34 PM	Period 5A
Period 5B	12:38 PM	1:28 PM	Lunch B
Period 6	1:32 PM	2:22 PM	
Period 7	2:26 PM	3:16 PM	

Standard Days	144
Class	350 mins
Passing	24 mins
Lunch	30 mins
Added Time	2 mins
Total	376 mins
*Period 2 extended 2 minutes	
Collaboration Days	34
Class	294 mins
Passing	24 mins
Lunch	30 mins
Added Time	4 mins
Total	322 mins
*Period 2 extended 4 minutes	

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Collaboration Day (All Wednesdays; Except 12/14, 3/1, 5/24 & 5/31)			
CLASS	42	PASSING	4
		LUNCH	30
Period 1	8:30 AM	9:12 AM	
Period 2	9:16 AM	10:02 AM	
Period 3	10:06 AM	10:48 AM	
Period 4	10:52 AM	11:34 AM	
Period 5	11:38 AM	12:20 PM	
Lunch A	12:20 PM	12:50 PM	Period 6A
Period 6B	12:54 PM	1:36 PM	Lunch B
Period 7	1:40 PM	2:22 PM	
Staff Collaboration	2:22 PM	3:16 PM	

Minimum Days	2
Class	273 mins
Passing	24 mins
Lunch	30 mins
Added Time	1 mins
Total	298 mins
*Passing 2 extended 1 minute	

GRAND TOTAL	180
Total	65688 mins
REQUIRED	64800 mins
Over/Under	888 mins

Staff Collaboration	
Total	54 mins

Teacher Work Day:
6 hrs, 35 min 8:15-3:20

I certify that the above bell times are a true representation of the instructional schedule in place at Cobalt Institute of Math & Science for the 2022/2023 school year.

Goodwill Education Center

2022-2023

School Start Time 8:30 AM



Standard Day			
(Monday, Tuesday, Thursday, Friday)			
CLASS	46	PASSING	4
			LUNCH
			30

Period 1	8:30 AM	9:00 AM
Period 2	9:04 AM	9:50 AM
Period 3	9:54 AM	10:40 AM
Period 4	10:44 AM	11:30 AM
Lunch	11:30 AM	12:00 PM
Period 5	12:04 PM	12:50 PM
Period 6	12:54 PM	1:40 PM
Period 7	1:44 PM	2:30 PM

Standard Days	144
Class	306 mins
Passing	24 mins
Lunch	30 mins
Added Time	0 mins
Total	330 mins
*Advisory Period 1 is 30 minutes	

Collaboration Days	34
Class	269 mins
Passing	24 mins
Lunch	30 mins
Added Time	-1 mins
Total	292 mins
*Advisory Period 1 is 29 minutes; Passing to Period 5 is 3 minutes	

Minimum Day			
(Last Day Each Semester, 12/16 & 6/1)			
CLASS	36	PASSING	4
			LUNCH
			30

Period 1	8:30 AM	8:59 AM
Period 2	9:03 AM	9:39 AM
Period 3	9:43 AM	10:19 AM
Period 4	10:23 AM	10:59 AM
Lunch	10:59 AM	11:29 AM
Period 5	11:32 AM	12:08 PM
Period 6	12:12 PM	12:48 PM
Period 7	12:52 PM	1:28 PM

Minimum Days	2
Class	245 mins
Passing	24 mins
Lunch	30 mins
Added Time	-1 mins
Total	268 mins
*Advisory Period 1 is 29 minutes; Passing to Period 5 is 3 minutes	

GRAND TOTAL	180 mins
Total	57984 mins
REQUIRED	32400 mins
Over/Under	25584 mins

Staff Collaboration	
Total	54 mins

Teacher Work Day:
6 hrs, 35 min 7:45-2:50

I certify that the above bell times are a true representation of the instructional schedule in place at Goodwill Education Center for the 2022/2023 school year.

2022-2023

School Start Time



Hook Junior High

Standard Day			
(Monday, Tuesday, Thursday, Friday)			
CLASS	<input type="text" value="49"/>	PASSING	<input type="text" value="5"/>
			LUNCH <input type="text" value="30"/>

Period 1	8:00 AM	8:50 AM
Period 2	8:55 AM	9:44 AM
Period 3	9:49 AM	10:38 AM
Period 4	10:43 AM	11:32 AM

Lunch A	11:32 AM	12:02 PM	Period 5A	11:38 AM	12:27 PM
Period 5B	12:08 PM	12:57 PM	Lunch B	12:27 PM	12:57 PM

Period 6	1:03 PM	1:52 PM
Period 7	1:57 PM	2:46 PM

Minimum Day			
(Last Day Each Semester; 12/16 & 6/1)			
CLASS	<input type="text" value="38"/>	PASSING	<input type="text" value="5"/>
			LUNCH <input type="text" value="30"/>

Period 1	8:00 AM	8:40 AM
Period 2	8:45 AM	9:23 AM
Period 3	9:28 AM	10:06 AM
Period 4	10:11 AM	10:49 AM

Lunch A	10:49 AM	11:19 AM	Period 5A	10:54 AM	11:32 AM
Period 5B	11:24 AM	12:02 PM	Lunch B	11:32 AM	12:02 PM

Period 6	12:07 PM	12:45 PM
Period 7	12:50 PM	1:28 PM

Lunch A	11:01 AM	11:31 AM	Period 5A	11:07 AM	11:48 AM
Period 5B	11:37 AM	12:18 PM	Lunch B	11:48 AM	12:18 PM

Period 6	12:24 PM	1:05 PM
Period 7	1:10 PM	1:52 PM

Staff Collaboration	1:52 PM	2:46 PM
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Standard Days	144
Class	343 mins
Passing	30 mins
Lunch	30 mins
Added Time	3 mins
Total	376 mins
*Period 1 extended 1 minute for announcements; Extended passing before & after lunch	

Collaboration Days	34
Class	287 mins
Passing	30 mins
Lunch	30 mins
Added Time	5 mins
Total	322 mins
*Period 1 extended 2 minutes for announcements; Extended passing before & after lunch by 1 minute; Period 7 extended by 1 minute	

Minimum Days	2
Class	266 mins
Passing	30 mins
Lunch	30 mins
Added Time	2 mins
Total	298 mins
*Period 1 extended 2 minutes	

GRAND TOTAL	180
Total	65688 mins
REQUIRED	54000 mins
Over/Under	11688 mins

Staff Collaboration	54 mins
Total	54 mins

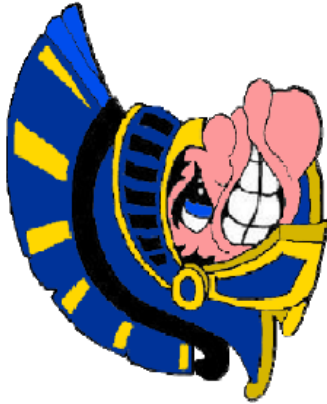
Teacher Work Day:
6 hrs, 35 min 7:45-2:50

I certify that the above bell times are a true representation of the instructional schedule in place at Hook Junior High School for the 2022/2023 school year.

Lakeview Leadership Academy

2022-2023

School Start Time



Standard Day

(Monday, Tuesday, Thursday, Friday)

CLASS PASSING LUNCH

Period 1
Period 2
Period 3

9:30 AM 10:20 AM
10:24 AM 11:16 AM
11:20 AM 12:10 PM

Lunch A
Period 4A

12:10 PM 12:40 PM
12:44 PM 1:34 PM
12:14 PM 1:04 PM
1:04 PM 1:34 PM

Period 5
Period 6
Period 7

1:38 PM 2:28 PM
2:32 PM 3:22 PM
3:26 PM 4:16 PM

Standard Days	144
Class	350 mins
Passing	24 mins
Lunch	30 mins
Added Time	2 mins
Total	376 mins
*2 min added to Per 2 for Announcements	

Collaboration Days	34
Class	294 mins
Passing	24 mins
Lunch	30 mins
Added Time	4 mins
Total	322 mins
*Period 2 extended 4 minutes	

Collaboration Day

(ALL Wednesdays; Except 12/14, 3/1, 5/24 & 5/31)

CLASS PASSING LUNCH

Period 1
Period 2
Period 3

9:30 AM 10:12 AM
10:16 AM 11:02 AM
11:06 AM 11:48 AM

Lunch A
Period 4A

11:48 AM 12:18 PM
12:22 PM 1:04 PM
11:52 AM 12:34 PM
12:34 PM 1:04 PM

Period 5
Period 6
Period 7

1:08 PM 1:50 PM
1:54 PM 2:36 PM
2:40 PM 3:22 PM

Staff Collaboration

3:22 PM 4:16 PM

Minimum Day

(Last Day Each Semester; 12/16 & 6/1)

CLASS PASSING LUNCH

Period 1
Period 2
Period 3

9:30 AM 10:09 AM
10:13 AM 10:53 AM
10:57 AM 11:36 AM

Lunch A
Period 4A

11:36 AM 12:06 PM
12:10 PM 12:49 PM
11:40 AM 12:19 PM
12:19 PM 12:49 PM

Period 5
Period 6
Period 7

12:53 PM 1:32 PM
1:36 PM 2:15 PM
2:19 PM 2:58 PM

GRAND TOTAL	180
Total	65688 mins
REQUIRED	64800 mins
Over/Under	888 mins
Staff Collaboration	54 mins
Total	54 mins

Teacher Work Day:
6 hrs, 35 min

I certify that the above bell times are a true representation of the instructional schedule in place at Lakeview Leadership Academy for the 2022/2023 school year.

9:15-4:20

Silverado High School

2022-2023

School Start Time



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Collaboration Day

(ALL Wednesdays; Except 12/14, 3/1, 5/24, & 5/31)

CLASS PASSING LUNCH

Period 1	9:30 AM	10:18 AM
Period 2	10:24 AM	11:12 AM
Period 3	11:18 AM	12:08 PM
Period 4	12:14 PM	1:02 PM

Lunch A	1:02 PM	1:32 PM	Period 5B	1:08 PM	1:56 PM
Period 5A	1:40 PM	2:28 PM	Lunch B	1:56 PM	2:26 PM

Period 6	2:34 PM	3:22 PM
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Staff Collaboration	3:22 PM	4:16 PM
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I certify that the above bell times are a true representation of the instructional schedule in place at Silverado High School for the 2022/2023 school year.

Standard Day

(Monday, Tuesday, Thursday, Friday)

CLASS PASSING LUNCH

Period 1	9:30 AM	10:27 AM
Period 2	10:33 AM	11:30 AM
Period 3	11:36 AM	12:35 PM

Lunch A	12:35 PM	1:05 PM	Period 4B	12:41 PM	1:38 PM
Period 4A	1:13 PM	2:10 PM	Lunch B	1:38 PM	2:08 PM

Period 5	2:16 PM	3:13 PM
Period 6	3:19 PM	4:16 PM

Minimum Day

(Last Day Each Semester; 12/16 & 6/1)

CLASS PASSING LUNCH

Period 1	9:30 AM	10:14 AM
Period 2	10:20 AM	11:04 AM
Period 3	11:10 AM	11:56 AM
Period 4	12:02 PM	12:46 PM

Lunch A	12:46 PM	1:16 PM	Period 5B	12:52 PM	1:36 PM
Period 5A	1:24 PM	2:08 PM	Lunch B	1:36 PM	2:06 PM

Period 6	2:14 PM	2:58 PM
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Standard Days **144**

Class	342	mins
Passing	30	mins
Lunch	30	mins
Added Time	4	mins
Total	376	mins
*2 min added to Per 3 for Announcements		
*Extended passing after lunch		

Collaboration Days **34**

Class	288	mins
Passing	30	mins
Lunch	30	mins
Added Time	4	mins
Total	322	mins
*2 min added to Per 3 for Announcements		
*Extended passing after lunch		

Minimum Days **2**

Class	264	mins
Passing	30	mins
Lunch	30	mins
Added Time	4	mins
Total	298	mins
*2 min added to Per 3 for Announcements		
*Extended passing after lunch		

GRAND TOTAL **180**

Total	65688	mins
REQUIRED	64800	mins
Over/Under	888	mins

Staff Collaboration	54	mins
Total	54	mins

Teacher Work Day:
6 hrs, 35 min 9:15-4:20

University Prep

2022-2023

School Start Time



Standard Day (Monday, Tuesday, Thursday, Friday)			
CLASS	50	PASSING	4
		LUNCH	30

Period 1	8:30 AM	9:22 AM
Period 2	9:26 AM	10:16 AM
Period 3	10:20 AM	11:10 AM
Period 4	11:14 AM	12:04 PM

Lunch A	12:04 PM	12:34 PM	Period 5B	12:08 PM	12:58 PM
Period 5A	12:38 PM	1:28 PM	Lunch B	12:58 PM	1:28 PM

Period 6	1:32 PM	2:22 PM
Period 7	2:26 PM	3:16 PM

Minimum Day (Last Day Each Semester; 12/16 & 6/1)			
CLASS	39	PASSING	4
			LUNCH
			40

Period 1	8:30 AM	9:10 AM
Period 2	9:14 AM	9:53 AM
Period 3	9:57 AM	10:36 AM
Period 4	10:40 AM	11:19 AM
Lunch A	11:19 AM	11:59 AM
Period 5	12:03 PM	12:42 PM
Period 6	12:46 PM	1:25 PM
Period 7	1:29 PM	2:08 PM

Lunch A	11:34 AM	12:04 PM	Period 5B	11:38 AM	12:20 PM
Period 5A	12:08 PM	12:50 PM	Lunch B	12:20 PM	12:50 PM

Period 6	12:54 PM	1:36 PM
Period 7	1:40 PM	2:22 PM

Staff Collaboration	2:22 PM	3:16 PM
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I certify that the above bell times are a true representation of the instructional schedule in place at University Preparatory School for the 2022/2023 school year.

Standard Days	144
Class	350 mins
Passing	24 mins
Lunch	30 mins
Added Time	2 mins
Total	376 mins

* Period 1 extended 2 minutes

Collaboration Days		34
Class	294	mins
Passing	24	mins
Lunch	30	mins
Added Time	4	mins
Total	322	mins

*Period 1 extended 4 minutes

Minimum Days		2
Class	273	mins
Passing	24	mins
Lunch	40	mins
Added Time	1	mins
Total	298	mins

*Period 1 extended 1 minute

GRAND TOTAL	180
Total	65688 mins
REQUIRED	64800 mins
Over/Under	888 mins

Staff Collaboration	
Total	54 mins

Teacher Work Day: 8:15-3:20
6 hrs, 35 min

Victor Valley High School

2022-2023

School Start Time 8:30 AM



Standard Day (Monday, Tuesday, Thursday, Friday)			
CLASS	58	PASSING	6
		LUNCH	30
Period 1	8:30 AM	9:28 AM	
Period 2	9:34 AM	10:32 AM	
Period 3	10:38 AM	11:36 AM	
Lunch A	11:36 AM	12:06 PM	Period 4B
Period 4A	12:11 PM	1:09 PM	Lunch B
Period 5	1:14 PM	2:12 PM	
Period 6	2:18 PM	3:16 PM	

Collaboration Day (ALL Wednesdays; Except 12/14, 3/1, 5/24, & 5/31)			
CLASS	49	PASSING	6
		LUNCH	30
Period 1	8:30 AM	9:19 AM	
Period 2	9:25 AM	10:14 AM	
Period 3	10:20 AM	11:09 AM	
Period 4	11:15 AM	12:04 PM	
Lunch A	12:04 PM	12:34 PM	Period 5B
Period 5A	12:39 PM	1:28 PM	Lunch B
Period 6	1:33 PM	2:22 PM	
Staff Collaboration	2:22 PM	3:16 PM	

Minimum Day (Last Day Each Semester; 12/16 & 6/1)			
CLASS	45	PASSING	6
		LUNCH	30
Period 1	8:30 AM	9:15 AM	
Period 2	9:21 AM	10:06 AM	
Period 3	10:12 AM	10:57 AM	
Period 4	11:03 AM	11:48 AM	
Lunch A	11:48 AM	12:18 PM	Period 5B
Period 5A	12:23 PM	1:08 PM	Lunch B
Period 6	1:13 PM	1:58 PM	

Standard Days		144
Class	348	mins
Passing	30	mins
Lunch	30	mins
Added Time	-2	mins
Total	376	mins
*Passing after Per 4 & 5 reduced by 1 minute		
Collaboration Days		34
Class	294	mins
Passing	30	mins
Lunch	30	mins
Added Time	-2	mins
Total	322	mins
*Passing after Per 4 & 5 reduced by 1 minute		
Minimum Days		2
Class	270	mins
Passing	30	mins
Lunch	30	mins
Added Time	-2	mins
Total	298	mins
*Passing after Per 4 & 5 reduced by 1 minute		
GRAND TOTAL	180	mins
Total	65688	mins
REQUIRED	64800	mins
Over/Under	888	mins
Staff Collaboration		
Total	54	mins

I certify that the above bell times are a true representation of the instructional schedule in place at Victor Valley High School for the 2022/2023 school year.

Teacher Work Day:
6 hrs, 35 min

Victor Valley Virtual Academy

2022-2023

School Start Time

Standard Day
(Monday, Tuesday, Thursday, Friday)
CLASS PASSING LUNCH



Period 1	8:30 AM	9:18 AM
Period 2	9:24 AM	10:12 AM
Period 3	10:18 AM	11:06 AM
Period 4	11:12 AM	12:00 PM
Lunch	12:00 PM	12:30 PM
Period 5	12:36 PM	1:24 PM
Period 6	1:30 PM	2:18 PM
Period 7	2:24 PM	3:16 PM

Standard Days	144
Class	336 mins
Passing	36 mins
Lunch	30 mins
Added Time	4 mins
Total	376 mins
*4 minutes added to Per 6 for announcements	

Collaboration Days	34
Class	287 mins
Passing	36 mins
Lunch	30 mins
Added Time	-1 mins
Total	322 mins
*Passing to Per 5 reduced by 1 minute	

Collaboration Day
(ALL Wednesdays; Except 12/14, 3/1, 5/24, & 5/31)
CLASS PASSING LUNCH

Period 1	8:30 AM	9:11 AM
Period 2	9:17 AM	9:58 AM
Period 3	10:04 AM	10:45 AM
Period 4	10:51 AM	11:32 AM
Lunch	11:32 AM	12:02 PM
Period 5	12:07 PM	12:48 PM
Period 6	12:54 PM	1:35 PM
Period 7	1:41 PM	2:22 PM

If Collaboration

Minimum Day
(Last Day Each Semester: 12/16 & 6/1)
CLASS PASSING LUNCH

Period 1	8:30 AM	9:07 AM
Period 2	9:13 AM	9:50 AM
Period 3	9:56 AM	10:33 AM
Period 4	10:39 AM	11:16 AM
Lunch	11:16 AM	11:46 AM
Period 5	11:52 AM	12:29 PM
Period 6	12:35 PM	1:12 PM
Period 7	1:18 PM	1:58 PM

Minimum Days	2
Class	259 mins
Passing	36 mins
Lunch	30 mins
Added Time	3 mins
Total	298 mins
*3 minutes added to Per 6 for announcements	

GRAND TOTAL	180
Total	65688 mins
REQUIRED	64800 mins
Over/Under	888 mins

Staff Collaboration	54 mins
Total	54 mins

I certify that the above bell times are a true representation of the instructional schedule in place at Victor Valley Virtual Academy for the 2022/2023 school year.

Teacher Work Day:
6 hrs, 35 min 8:15-3:20