
COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE VINELAND SCHOOL DISTRICT

AND

THE VINELAND TEACHERS ASSOCIATION/CTA/NEA

July 1, 2016 - June 30, 2019

TABLE OF CONTENTS

| | | |
|--------------|---|----|
| ARTICLE I | INTRODUCTION | 1 |
| ARTICLE II | RECOGNITION | 2 |
| ARTICLE III | SALARIES AND STIPENDS | 3 |
| ARTICLE IV | HEALTH AND WELFARE BENEFITS | 4 |
| ARTICLE V | HOURS AND ADJUNCT DUTIES | 5 |
| ARTICLE VI | GRIEVANCE PROCEDURE | 7 |
| ARTICLE VII | CERTIFICATED EVALUATION PROCEDURES | 9 |
| ARTICLE VIII | LEAVE | 12 |
| ARTICLE IX | VACANCY, TRANSFER, AND REASSIGNMENT | 13 |
| ARTICLE X | SAFETY CONDITIONS OF EMPLOYMENT | 15 |
| ARTICLE XI | ASSOCIATION RIGHTS | 16 |
| ARTICLE XII | CONCLUSION | 17 |
| APPENDIX A | CERTIFICATED FACULTY AND STAFF SALARY SCHEDULE | 19 |
| APPENDIX B | CERTIFICATED FACULTY AND STAFF STIPEND SCHEDULE | 20 |

ARTICLE I INTRODUCTION

- A. This Agreement and the provisions contained herein constitute a bilateral and binding agreement by and between the Vineland School District ("District") and the Vineland Teachers Association/CTA/NEA ("Association"), an employee organization.
- B. This Agreement is entered into pursuant to Chapter 10.7, sections 3540-3549 of the California Government Code (the "Act").

ARTICLE II RECOGNITION

- A. The District herein confirms its recognition of the Vineland Teachers Association/CTA/NEA as the exclusive representative for the unit described as all certificated employees, including classroom teachers, resource teachers, long-term substitutes hired for three months or more during the same school year, temporary teachers, and summer school teachers.
- B. Excluded from the bargaining unit shall be day-to-day substitutes and all other positions designated as management, confidential, or supervisory personnel, by the District pursuant to the Act.
- C. All newly created certificated positions, except those designated by the District as day-to-day substitutes, management, confidential, and supervisory, shall be assigned to the Associations's bargaining unit.
- D. Disputes regarding designation of new positions shall be handled in accordance with the rules and regulations of the Public Employment Relations Board ("PERB").

ARTICLE III SALARIES AND STIPENDS

A. Regular Rate of Pay

1. The regular rate of pay (base salary) for each certificated position in the bargaining unit shall be in accordance with the rates established for each classification, as provided in Appendix A Certificated Faculty and Staff Salary Schedule, which shall be attached hereto and made a part of this Agreement.
2. For the 2016-2017 fiscal year, the Certificated Faculty and Staff Salary Schedule shall be increased by 4%, retroactive to July 1, 2016.
3. All unit members shall receive twelve (12) equal monthly payments, to be paid on the last business day of each month.
4. Teachers with pre-intern/intern credentials may not be advanced beyond Column A units until they receive a preliminary teaching credential. This condition shall be reflected on the Certificated Faculty and Staff Salary Schedule and shall be attached to this Agreement as Appendix A.

B. Stipends

1. Stipend amounts for certificated faculty and staff shall be listed on the Certificated Faculty and Staff Stipend Schedule, which shall be attached hereto as Appendix B Certificated Faculty and Staff Stipend Schedule and made a part of this Agreement.
2. Effective December 1, 2016, unless otherwise negotiated, pay for required extra duty outside the regularly scheduled work day shall be at a rate of \$40 per hour.
3. When a regular substitute cannot be provided in a self-contained classroom, unit members taking additional students shall be compensated \$40.00 per day
4. When a regular substitute cannot be provided in a departmentalized classroom, unit members may be asked by the site administrator to substitute during preparation time or lunch and shall be compensated at the hourly rate of \$40.00 per period.

ARTICLE IV HEALTH AND WELFARE BENEFITS

- A. Effective October 1, 2016 the District will contribute \$1,325.10 twelfthly toward the unit members' health and welfare benefit plan for certificated unit members and eligible dependent(s) who were actually receiving the full District Health and Welfare benefit contribution upon ratification of this Agreement. The District's health and welfare plan for the 2016-2017 benefit year shall be SISC PBC 80-Plan E \$20 RX G \$9-\$35, DD 1,000 and VSP-B \$0. Unit members who select a health and welfare benefit plan, in accordance with established SISC rules and regulations, that exceeds the District's contribution shall have the difference paid through monthly payroll deductions.
- B. Effective July 1, 2016, the District shall pay the annual premiums for the District health and welfare benefit plan for unit members who retire from the District at age 60, with at least 20 years of continuous service in the District until age 65.
- C. Any premium increase(s) in medical, employee assistance program (BPH 2000), dental and vision insurance above the District's 2016-2017 monthly dollar amount contribution shall be paid by the unit member each month through payroll deduction, unless mutually agreed otherwise by the District and the Association.
- D. The Association recognizes that any further increases in health insurance premiums are additional liabilities to the District's budget and are, therefore, a part of the total compensation package. Therefore, the parties mutually agree to institute a cost containment committee no later than January 1 of each year that this Agreement is in effect for the purposes of reviewing the health and welfare plans and cost containment measures. The parties further agree that the results of the committee's review shall be reported to the Board of Trustees through the Superintendent by March 1 of each year that this Agreement is in effect.
- E. No in-lieu of payments or contributions to other insurance programs shall be made for unit members who do not elect to be covered under the provisions of this Article.

ARTICLE V HOURS AND ADJUNCT DUTIES

A. Work Year

1. Unit members shall be on duty 4 days in addition to the student instructional days, up to a maximum of 184 days.
2. Unit members in their first year of service to the District shall be on duty five days in addition to the student instructional days, up to a maximum of 185 days.
3. Two of the four days for returning unit members, and three of the five days for unit members in their first year of service, shall be scheduled prior to the start of the student academic calendar, with no students in attendance. At least one of these days shall be allocated for the primary purpose of classroom preparation.
4. One of the four days for returning unit members, and one of the five days for unit members in their first year of service, shall be scheduled after the winter break but prior to the return of students and shall be allocated for the primary purpose of classroom preparation, with no students in attendance, provided the District projects that it will complete 180 days of student instruction.
5. The last of the four days for returning unit members, and five days for unit members in their first year of service, shall be a workday, with no students in attendance, provided the District has completed 180 days of student instruction.

B. Work Day

1. The regular workday shall be established by the District.
2. The work day shall fall between 7:30 a.m. and 3:30 p.m.
3. Unit members shall be on duty and shall perform assigned tasks as directed by the District.
4. The length of the workday for full-time unit members, including preparation time, lunch, relief periods and time required before and after school, shall not exceed seven and one-half consecutive hours per day, except as set forth in this article.
5. The length of the workday for part-time unit members, including preparation time, lunch and relief periods, and time required before and after school and for related responsibilities, shall be established by the District and communicated to the affected unit members and the Association by the District.
6. There shall be a relief break provided in the morning and in the afternoon.
7. When necessary for a unit member to be absent for a short period of time (1 hour) during the work day for medical reasons, the building principal shall allow such absences.
 - a. It is the responsibility of the unit member to arrange for coverage by other unit member(s) with the site administrator's approval.
 - b. The unit member's absence shall not be deducted from their leave if the covering unit member is not compensated.
3. When a unit member is required to return in the evening to attend a school meeting or function, he/she may leave at the completion of the student instructional day once supervision of students is no longer required.
4. When a students' regular school day is delayed due to weather or an emergency, unit members are to report to work at least 30 minutes before students' arrival time. A unit member will not be disciplined, or have leave time deducted because of a delayed arrival to work under these circumstances and due to factors beyond the unit member's control, if the district office or site principal is notified in a timely manner and the unit member provides an excuse that is acceptable to the District.
5. In the event the principal calls a rainy day schedule, which lasts through the noon hour, except when the matter of student safety requires unit members to remain longer, unit members will be allowed to leave at the end of the student instructional day. Additionally, at Sunset School unit members shall be given a 40 minute lunch and will not be required to supervise recess unless it is their current duty. This provision shall not apply on scheduled early release days.

F. Preparation Time

1. Unit members assigned as classroom teachers shall be provided a preparation period for the purpose of performing such duties related to their assignment (e.g., lesson planning, grading, conferences, etc.). Sunset School unit members assigned as teachers in the 5th, 6th, 7th or 8th grades shall be provided a preparation period equal to one instructional block, when feasible and not constrained by state mandates. The length of the instructional block shall be based on the 2014-2015 class schedule.

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2. Preparation time for teachers in Grades K-4th grades shall normally be prior to or following the regular instructional day. After-school preparation time for unit members assigned as classroom teachers shall begin immediately following the release of students and the performance of student supervisory activities; provided that the bus schedule provides transportation for the children involved. Teachers will return to the classroom and/or attend staff meetings. During an early release schedule, all unit members shall report to the staff meetings.
 3. When a regular substitute cannot be provided in a self-contained classroom, unit members assigned as classroom teachers taking additional students shall be compensated \$40.00 per day
 4. When a regular substitute cannot be provided in a departmentalized classroom, unit members may be asked by the site administrator to substitute during preparation time or lunch and shall be compensated at the hourly rate of \$40.00 per period.

E. Adjunct Duties

1. All adjunct duties within the workday, which do not provide a stipend and do not require full unit member participation, shall be distributed equitably among unit members.
2. The District shall be entitled to require a unit member to engage in a reasonable and equitable number of extra, co-curricular, and adjunct duties beyond the regular workday for which the unit members shall receive no additional compensation.
 - a. Unit members are required to participate in no more than (5) events per school year, which are to be scheduled in the evening. This provision does not apply to staff meetings, professional development activities, parent-teacher conferences, or I.E.P. meetings.
 - b. When feasible I.E.P meetings will be scheduled during the regular school day.

G. Miscellaneous

1. All unit members shall receive a tentative job duty notification for each school year prior to the last workday in May, with the understanding that these assignments are subject to change depending on District staffing needs, as determined by the site administrator.
2. Lunch duty shall not normally be performed by unit members. Any changes in this working condition must be based on financial necessity or emergencies, and will require notification and consultation with the Association.
3. The District may schedule weekly faculty and staff meetings, which requires the attendance of all unit members. These meetings shall be scheduled during the regular workday schedule, as identified in paragraph A.
4. The last day of student instruction shall be a minimum day for students.
5. All District check-out procedures must be completed and verified by the on-site administrator in order to depart from their work site. The departure time on this day shall be scheduled by the District. Check-out procedure notice shall be given to unit members at least two weeks before the close of the school year.
6. Due to the high transitory nature of our student population, the District and the Association agree to set the maximum average class size for grades K-3 and 28 to 1.

ARTICLE VI GRIEVANCE PROCEDURE

- A. A "grievance" shall mean an allegation by a unit member that there has been a violation of an express provision of this Agreement. No issues outside this Agreement may be subject to the grievance procedure.
- B. A "grievant" shall mean a unit member who is covered by this Agreement or the Association.
- C. A "day" shall mean a day when the District office is normally open for business.
- D. An "immediate supervisor" is the administrator having immediate jurisdiction over a bargaining unit member.
- E. A unit member may elect to be represented by the Association at all formal levels of the grievance procedure and must inform the District in writing of such election prior to the meeting.
- F. A unit member may present a grievance to the District and have such grievance adjusted without the intervention of the Exclusive Representative, as long as the resolution is consistent with this Agreement and the Association is given the opportunity to express its opinion on the matter.
- G. The grievant and a designated unit representative, if any, participating in the processing of the grievance, shall suffer no loss in pay if meetings or appointments are mutually scheduled by the District and the Association.
- H. At all levels of the grievance procedure, the grievant shall provide the Association with all details and copies of correspondence relative to the grievance.
- I. Time limits may be extended or shortened by written mutual agreement of the grievant and the District. Failure of the grievant or the Association to adhere to the time limits of this article shall constitute a withdrawal of the grievance with prejudice.
- J. Once a grievance has been initiated, all matters of dispute relating to it which occur during the processing of the grievance shall become a part of and be resolved in the grievance proceeding.
- K. No new statements or charges may be introduced by the unit member at any level. The issue shall be determined on the basis of one, and only one, set of facts and allegations.
- L. Once a grievance has been resolved, or a final decision rendered, the grievant shall not be entitled to initiate a new grievance on any matter or occurrence which properly could have been included in the first grievance.
- M. No reprisal will be taken by either party against any participant in the grievance procedure. All written materials pertinent to a grievance, except decisions which affect the bargaining unit member's employment status, shall be filed separately from the personnel file of the bargaining unit member or any participant.
- N. Until final disposition of the grievance takes place, the grievant shall conform to the original direction of the Employer.
- O. Informal - Level One
 - 1. A grievant who believes that a violation of this Agreement may have occurred shall discuss the matter with the immediate supervisor after filing a written meeting request within ten days of the alleged violation. The immediate supervisor shall investigate the matter and shall respond verbally within two days of the meeting.
- P. Formal - Level Two
 - 1. Within ten days of the informal meeting, the grievant may file a written grievance with the immediate supervisor.
 - a. The grievance shall contain the following minimum information:
 - b. The bargaining unit member's name.

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- c. The date of the filing.
 - d. The date of the alleged violation.
 - e. The specific article(s) and/or section(s) of the Agreement which are claimed to have been violated.
 - f. Brief synopsis of the informal conference.
 - g. The specific relief requested.
2. Grievances not containing the minimum information shall be rejected as being improperly filed and may be denied.
 3. Within ten days of receipt of the grievance by the supervisor or within ten days of a formal conference, if one is requested, a written decision should be issued to the grievant. If a written decision is not issued within the time limit or the grievance is denied, then the grievant may appeal to the next level.

Q. Formal - Level Three

1. In the event the grievance is denied at Level Two, a Level Three written grievance shall be filed with the Superintendent within ten days of the issuance of the Level Two denial or the deadline for the Level Two decision.
 - a. The filing shall contain all materials utilized in the prior levels, including decisions rendered, if any, and specific and concise statement of the reason for the Level Three filing.
 - b. The Superintendent shall meet with the grievant within ten days of receipt of the grievance.
 - c. Within ten days of the meeting specified in paragraph 2 above, the Superintendent shall transmit a written decision to the grievant.

R. Formal - Level Four

1. The parties shall request the services of a mediator from the California State Conciliation Service within five school days following written notice from the grievant that he/she is not satisfied with the decision at Level Three. The parties shall attempt to mediate a settlement of the grievance. In no instance will the form or matter of the discussion and/or proposals during the mediating process be revealed. Only the terms of a settlement, if any, may be revealed.

S. Formal - Level Five

1. In the event the Association is not satisfied with the result at Level Four, it may, within five days of completion of the Level Four proceedings, submit the grievance to arbitration through the California State Conciliation Service. If the grievant is satisfied with the result at Level Four, or any prior level, the Exclusive Representative is barred from instituting the arbitration procedure.
2. 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).
3. The arbitrator shall have no power or authority to hear cases challenging any of the following:
 - a. The termination of services or failure to reemploy a probationary unit member.
 - b. The content of the unit member's evaluation.
4. After a hearing on the merits of the grievance, the arbitrator shall render a written award which sets forth findings of fact, reasoning, and conclusions on the precise issue(s) submitted.
 - a. 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.
 - b. The arbitrator shall not add to, subtract from, amend, modify, or alter any provisions or procedure contained in this Agreement.
 - c. The arbitrator shall not issue statements of opinion or conclusions not essential to the determination of the issue(s) submitted.
 - d. The arbitrator's award may include restitution, financial reimbursement, or other proper remedy.
5. The award of the arbitrator will be submitted to the Board of Trustees for implementation.
6. The costs of the arbitration proceeding, including filing fees, the per-diem charges of the arbitrator, and any other fees shall be borne equally by the parties.
7. Each party shall be responsible for the costs of presenting its case.

ARTICLE VII CERTIFICATED EVALUATION PROCEDURES

- A. These provisions constitute the procedures to be utilized for the evaluation and assessment of performance of unit members as set forth in California Education Code sections 44660, et seq., commonly referred to as the "Stull Bill," or its successor.
1. Any established standards of expected student achievement adopted by the District at each grade level in each area of study shall be utilized in the evaluation process.
 2. The evaluation shall relate to:
 - a. the progress of students toward the Board's established standards.
 - b. the instructional techniques and strategies used by the unit member.
 - c. the teacher's adherence to curricular objectives.
 - d. the establishment and maintenance of a suitable learning environment within the scope of the unit member's responsibility.
 - e. the responsibilities set forth in the unit member's job description.
 3. Evaluations of unit members who have probationary status shall be made on a continuing basis at least twice each school year and shall be concluded not later than 30 days before the last school day of the school calendar, except for any remediation processes and procedures.
 - a. The first evaluation for probationary unit members shall be given to the teacher on or before February 1 of each school year.
 4. Evaluations of unit members who have permanent status shall be made on a continuing basis at least once every other school year and concluded not later than May 1 of each school year, except for any remediation processes and procedures.
 5. Evaluation of permanent unit members who meet the provisions of Education Code Section 44664 (a) (3) will be conducted on a five year cycle. The section states: "At least every five years for personnel with permanent status who have been employed at least ten years with the school district, are highly qualified, if those personnel occupy positions that are required to be filled by a highly qualified professional by the federal No Child Left Behind Act of 2001, (20 U.S.C. Section 6301, et seq.), as defined in 20 U.S.C. Sec. 7801, and whose previous evaluation rated the unit member as meeting or exceeding standards, if the evaluator and the certificated unit member being evaluated agree. The unit member or the evaluator may withdraw consent at any time.
 6. It is the responsibility of the Principal to provide for the evaluation of unit member.
 - a. The evaluation and assessment of competence, pursuant to this Article, shall not include the use of publisher's norms established by standardized tests (Education code section 44662(d)).
- B. Prior to the initial observation set forth below for each school year, the evaluator and each new unit member, and each returning unit member who requests a conference, shall discuss communication procedures, the basis for the evaluation, including the previously stated criteria, the evaluation form, the job description, the job responsibilities contained on the evaluation form, and any instructional goals and objectives which a unit member may submit.
1. If a teacher disputes the evaluator's decision on the basis of the evaluation, the unit member may appeal to the Superintendent and may request that a second evaluation be made by another administrator from within the District. The Superintendent's decision shall be final.
- C. During the evaluation process leading to the formal written evaluation(s), there shall be at least two observations by the evaluator.
1. Each observation shall have a follow-up conference within 10 days. The time period may be extended by mutual consent.
- D. In the written evaluation, the evaluator shall site specific qualities, abilities, and deficiencies.
1. Any statement concerning instructional competency from a person other than the evaluator shall be verified by the evaluator prior to inclusion in the written evaluation.
- E. The unit member and the evaluator shall meet to review the formal written evaluation.
1. Following the review, the teacher shall sign the evaluation to indicate that it has been reviewed and that the teacher has received a copy. The signature does not necessarily signify agreement with the evaluation.

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2. The unit member may prepare and submit a written response to the written evaluation within 10 days of the review.
 3. Following the 10-day response period, the evaluation and response, if any, shall be placed in the personnel file.
- F. In the event the formal written evaluation indicates that a teacher is not performing satisfactorily, the evaluation shall describe the specific areas of unsatisfactory performance either in the evaluation or in a separate document.
1. As a part of the remediation process to be implemented following the formal written evaluation, the evaluator shall meet with the unit member and make specific recommendations regarding the areas of required improvement and endeavor to assist in the improvement of such performance.
 - a. The unit member shall, after the meeting with the evaluator, develop a plan designed to alleviate the unacceptable performance.
 2. As a part of the remediation process, the evaluator may provide, or the unit member may request, further continued periodic observations and conferences.
 3. If subsequent remedial actions on the part of the teacher sufficiently modify the unit member's performance and identified deficiencies to the satisfaction of the evaluator, a notification to that effect shall be written and attached to the original evaluation. The unit member shall be provided a copy of the comments.
- G. No grievance arising under the evaluation policy/procedures shall challenge the substantive objectives, standards, or criteria determined by the evaluator or the District, nor shall it contest the judgment of the evaluator. A unit member grievance shall be limited to a claim that the evaluation procedures have not been followed.
- H. Personnel Files
1. Materials in personnel files which may serve as a basis for affecting an unit member's employment status shall be available for inspection by the unit member or by a representative designated in writing by the unit member.
 - a. Ratings, reports, or records which were obtained prior to the employment of the unit member or as otherwise excluded by law shall be excluded from review by the unit member or the unit member's representative.
 - b. Every unit member shall be allowed to inspect the materials in the unit member's personnel file upon request, provided that the request is made and the review takes place during District business hours, but at a time when such person is not actually required to render services to the employing District.
 - c. There shall be a log attached to each personnel file indicating the names of persons, excluding personal department employees, who have inspected an unit member's personnel file and the dates of such inspections.
 2. Information of a derogatory nature (except (1) information contained in an unit member's evaluation, (2) a written complaint under paragraph J of this Article, and (3) information excluded from review by the unit member pursuant to paragraph H.1 of this Article) shall not be entered or filed in the unit member's personnel file unless and until an investigation is held to determine the validity of the information.
 - a. The review by the unit member shall take place during normal business hours, and the unit member shall be released from duty for this purpose without salary reduction.
 - b. An unit member shall have the right to enter and have attached to any derogatory statement the unit member's own comments thereon within 10 days of notification.
 3. Written complaints against unit member shall be brought to the unit member's attention within 15 days of receipt and considered by the Principal or chief site administrator for inclusion in the unit member's personnel file.
 - a. At the request of either party, the Principal shall attempt to hold a meeting between the complaining person and the unit member prior to the complaint's placement in the personnel file. An unit member, upon request, is entitled to representation at the meeting.
 - b. If the District determines that the complaint is substantiated and shall be included in the unit member's personnel file, the unit member shall be notified of the pending placement in the personnel file and shall be allowed to file a response as provided in paragraph I.2 of this Article.

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- c. If the unit member disputes the complaint, the parties agree that the unit member may file a grievance at Level Two.
 - d. Notwithstanding the provisions of paragraph J of this Article, these provisions do not apply to any communication concerning any investigation done by law enforcement when the District has been requested in writing by law enforcement not to inform the unit member of the investigation.

ARTICLE VIII LEAVE

A. Personal Necessity Leave.

1. Pursuant to Education Code section 44981, a unit member may use up to ten (10) days of regular sick leave for matters of personal necessity.
 - a. In the event the unit member needs to use more than 3 consecutive days, the district may require verification of personal necessity.
 - b. Any leave taken by a unit member in accordance with this paragraph shall not be for monetary gain to the unit member.
 - c. In addition, personal necessity leave will not be granted for: (1) extension of a holiday; (2) recreational activities; (3) matters that can be cared for outside the working day; or (4) concerted activities.
2. A unit member may request to utilize two (2) of the ten (10) days allowed pursuant to the personal necessity leave section of this article in cases of personal business, subject to the following conditions:
 - a. Provided a qualified substitute can be obtained by the District to take the place of the unit member requesting the personal business leave.
 - b. Advance notification to use personal business leave shall be given by the unit member to the Superintendent or designee at least three days in advance of the day on which the personal business leave is intended to be used.
 - c. The personal business leave will not be used for professional advancement or personal gain (i.e., applying or interviewing at a district other than Vineland School District).
 - d. The personal business leave will not be used to extend a holiday or vacation period.
 - e. The personal business leave will not be used for participation in a work stoppage or withholding of services from the District.
 - f. In the event a unit member is unable to give the Superintendent or designee three days' advance notice of the day on which the personal business day or days are intended to be taken, the unit member shall give verbal notice to the Superintendent or designee and shall file the personal business leave request immediately upon return to duty.
 - g. The unit member shall be required to provide written request for use of personal business leave on a form provided by the District, including certification that the request will not be used for professional advancement, personal gain, extension of a holiday or vacation period, participation in a work stoppage, or the withholding of services from the District.
 - h. When the three-day notice requirement is met and the certification is signed, the Superintendent or designee will not require unit members to provide reasons for the use of personal business leave.
 - i. When the three-day notice requirement is not met, the personal business leave request shall be granted to the unit members at his/her election only for reason(s) stated under the Personal Necessity Board Policy No. 4161.1.

B. Family Sick Leave

1. Each unit members may be granted up to three (3) non-accrued / no-rollover days leave of absence per year which shall not be deducted from the unit member's sick leave or salary for the purpose of attending to any member of his/her immediate family who is seriously ill or injured.
2. The District may require supporting evidence of such serious illness or injury and may determine whether such illness or injury falls in the above classification. The required evidence shall be filed with the Superintendent or designee.

C. Catastrophic Illness or Injury Leave

1. A catastrophic leave/continuation of pay benefit may be requested by a unit member pursuant to Education Code section 44043.5, inclusive. For the purpose of this paragraph, "catastrophic" is defined in Education Code section 44043.5(a)(1).
2. The benefit consists of the number of sick leave credits donated by other unit member and converted to pay for the affected unit member ("recipient").
3. When a unit member requests catastrophic leave, the Association shall send a request to unit members on his or her behalf.
4. All unit members interested in donating shall be referred to the District for processing purposes.

ARTICLE IX VACANCY, TRANSFER, AND REASSIGNMENT

- A. Notice of Vacant Position
1. The District shall determine whether a vacant position exists and when any vacant position shall be filled. A position may become vacant upon the transfer, reassignment, resignation, or retirement, or death of a unit member, when growth in enrollment causes the creation of a new position, or when a shift in student population creates the need to move teachers either into or out of a school in order to accommodate the needs of the students. The District will determine when a position will be filled by reassignment, transfer or, when there are no qualified applicants, by the employment of new personnel.
 - a. Transfer is defined as movement from one school to another school.
 - b. Reassignment is defined as movement within a school.
 2. All notices to fill vacant positions shall specify qualifications pursuant to the following criteria:
 - a. Specific requirements of the position.
 - b. The needs of the instructional program.
 - c. Credential(s) held by the unit member.
 - d. Degrees held by the unit member.
 - e. Recency of training/experience
 - f. Special skills/aptitudes.
 - g. Length of service to the District.
 3. Notices of vacancies shall be posted on the District website and unit member shall be responsible for accessing the website to determine eligibility for possible new assignments.
 - a. Unit members shall be limited to one voluntary transfer per year.
- B. Transfer and Reassignment
1. The following criteria will be used by the District for voluntary transfers and reassignments:
 - a. Specific requirements of the position.
 - b. The needs of the instructional program.
 - c. Credential(s) held by the unit member.
 - d. Degrees held by the unit member.
 - e. Recency of training/experience
 - f. Special skills/aptitudes.
 - g. Length of service to the District.
 2. These factors shall be considered and used in a binary fashion and given equal weight in the decision.
- C. Involuntary Transfer and Reassignment
1. A unit member may be transferred or reassigned involuntarily, provided the new assignment falls within the scope of the unit member's teaching certificate. In the event that unit member are substantially equal, the unit member with the least length of service shall be transferred or reassigned. The following criteria will be used by the District for involuntary transfers and reassignments:
 - a. Specific requirements of the position.
 - b. The needs of the instructional program.
 - c. Credential(s) held by the unit member.
 - d. Degrees held by the unit member.
 - e. Recency of training/experience
 - f. Special skills/aptitudes.
 - g. Length of service to the District.
 2. These factors shall be considered and used in a binary fashion and given equal weight in the decision.
 3. Unit member so moved shall be given as much advance notice as possible.
 4. Involuntary transfers or reassignments will be made only to serve the educational needs of the District and not for arbitrary or capricious reasons.
 5. Prior to implementing an involuntary transfer, the Superintendent, or site principal, shall schedule a meeting with the affected unit member to discuss the transfer, the possibility of unit member preference for alternative vacancies, and such other issues as deemed pertinent by the parties.
 6. Two or more unit member may arrange to exchange positions within a school or between schools as long as the exchange meets the approval of the involved building principal(s) and the Superintendent. The proposed exchange must be submitted to the building principal(s) in writing.

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7. Reassignments shall be made on the basis of the educational needs of the school and not for arbitrary or capricious reasons.
 - a. Reassignments shall be accomplished with as much prior notice as practicable.
 - b. A unit member may request a conference with the site administrator to discuss a reassignment.
 - c. A unit member who is reassigned shall receive the reason(s) in writing if a written request is made within five days of the notice of the reassignment.
 8. A transfer or reassignment may be made in order to improve an overall unsatisfactory evaluation. Such transfer or reassignment shall be made only once following evaluation pursuant to the evaluation procedures article.
 9. A unit member selected to fill a vacant position which the unit member did not request may, within five days of the decision, appeal to the Superintendent or designee, who shall review the matter and make a final decision. Should there be more than one vacant position for which the unit member meets the criteria, the unit member may indicate a preference for placement.
 10. If a unit member who requested to fill a vacant position is not selected, the unit member shall, upon written request, be granted a conference, at which time the specific reasons for the selection shall be given in writing. An unit member selected to fill a vacant position for which the unit member did not apply shall, upon written request, be granted a conference, at which the specific reasons for the action shall be given.
 11. No unit member shall suffer loss of compensation, seniority, or fringe benefits by operation of this Article. This provision shall not be construed or interpreted to maintain or guarantee the continuance of any extra pay for extra-duty assignments or special differential pay presently granted to any unit member.
 12. Unit member shall be provided two days of release time to prepare for a change in assignment or transfer. Assistance shall be provided in the moving of supplies and materials.
 13. The District shall post, until filled, all summer school assignments at each school site and the District office. Summer school assignments shall be posted by the District on or before June 1 at each school site and the District office. Summer school assignments will be normally filled in accordance with section B of this Article unless the District finds that there is either an insufficient number of District unit member to fill the summer school assignment and/or the unit member or applicant fails to meet the criteria for the posted assignment.

ARTICLE X SAFETY CONDITIONS OF EMPLOYMENT

- A. Unit member shall be safety conscious in their own conduct and actions, and shall cooperate with the District in the implementation of its safety program.
- B. Unit member shall report any unsafe or unhealthy conditions directly to their supervisor on the appropriate District form. The District shall conduct investigations of unit member reports and take appropriate corrective measures.
 - 1. If the grievance procedure of this Agreement has been utilized and the Board has determined that an unsafe condition exists and that the condition has a direct adverse impact on the grievant, the grievant shall not be required to work under such condition until it is corrected.
 - 2. A unit member shall immediately report an assault in connection with his/her employment to the immediate supervisor who shall immediately report the incident to the appropriate law enforcement agency.

- C. California Education Code section 44807 states:

A teacher . . . 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.

- D. California Education Code section 48910 states:

- (a) A teacher may suspend any pupil from the teacher's class, for any of the acts enumerated in Section 48900, for the day of the suspension and the day following. The teacher shall immediately report the suspension to the principal of the school and send the pupil to the principal or the principal's designee for appropriate action. If that action requires the continued presence of the pupil at the school site, the pupil shall be under appropriate supervision, as defined in policies and related regulations adopted by the governing board of the school district. As soon as possible, the teacher shall ask the parent or guardian of the pupil to attend a parent-teacher conference regarding the suspension. Whenever practicable, a school counselor or a school psychologist shall attend the conference. A school administrator shall attend the conference if the teacher or the parent or guardian so requests. The pupil shall not be returned to the class from which he or she was suspended, during the period of the suspension, without the concurrence of the teacher of the class and the principal.
- (b) A pupil suspended from a class shall not be placed in another regular class during the period of suspension. However, if the pupil is assigned to more than one class per day this subdivision shall apply only to other regular classes scheduled at the same time as the class from which the pupil was suspended.
- (c) A teacher may also refer a pupil, for any of the acts enumerated in Section 48900, to the principal or the principal's designee for consideration of a suspension from the school.

- E. Alleged violations of this Article may be submitted by the unit member to the appropriate administrative agency such as CAL OSHA.

ARTICLE XI ASSOCIATION RIGHTS

- A. Upon request of the Association, the Association shall be given the opportunity to inspect School Site Council Election results, including the right to provide witnesses to the counting of ballots. Additionally, the Association, upon request by the District shall provide the names of at least three unit members to be placed on the ballot for election to the School Site Council.
- B. The school calendar may be developed with consultation with the Association The parties agree to meet no later than May 30 of each year to discuss basic classroom supplies to be purchased for the next school year.
- C. When the District needs a unit member representative for any advising, search, or hiring committee, the District will contact the Association.

ARTICLE XII CONCLUSION

A. Completion of Negotiations

1. This Agreement and any appendix or addendum attached hereto represents complete collective bargaining and full agreement by the parties in respect to the mandatory subjects of bargaining enumerated in the Act which shall prevail during the term hereof. Any matter or subject not herein covered has been satisfactorily adjusted, compromised or waived by the parties for the life of this Agreement.
2. The Association understands and agrees that as to all matters not covered by this Agreement, there shall be no obligation on the part of the District to meet and negotiate during the term of this Agreement as to all matters not covered by this Agreement. The Association hereby specifically waives any right which it may otherwise have to request or demand such bargaining. However, the limitation of this paragraph may itself be waived by mutual agreement of the parties. This paragraph constitutes the sole waiver of the closure provisions set forth above.

B. Past Practices

1. The specific provisions of this Agreement shall prevail over any conflicting past practice or procedure of the District.
2. Prior to the ratification of this Agreement, any past practice or procedure of the District was discretionary on the part of the District, subject to board policies and procedures of the District. Without a specific provision in this Agreement, any past practice or procedure is agreed to continue to be discretionary on the part of the District.
3. When references are made to statutes (e.g., Education Code), such references are informational only and do not subject the provision of such statutes to the grievance processes of this Agreement.
4. When references are made to statutes (e.g., Education Code), such references are informational only and do not subject the provisions to the complaint processes of the board policies of the District.

C. Management-Retained Rights

1. It is agreed and understood that the District retain the rights, powers, prerogatives, privileges, duties and authority vested in it by the state and federal laws and regulations and District policies to manage, control and direct the operations and affairs of the District.
2. For purposes of illustration only and not for purposes of limitation, these rights include, without limiting the generality of the foregoing, the rights of:
 - a. Executive management, organization and administrative control of the District, its properties and facilities;
 - b. Determination of and the number and kinds of personnel required in order to maintain the efficiency of District operations;
 - c. Directing the work of unit members;
 - d. Hiring of all unit members, determination of their qualifications and the conditions for their continued employment, discipline, dismissal, demotion, promotion, assignment and transfer of all such unit members;
 - e. Establishing educational policies, goals and objectives;
 - f. Ensuring the rights and educational opportunities of students;
 - g. Establishing budget procedures and determining budgetary allocations;
 - h. Determining methods of raising revenue.
3. The exercise of the foregoing rights, powers, prerogatives, privileges, duties and authority by the Board, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific terms of this Agreement.

D. Severability

1. In the event that any portion of this Agreement is found to be unlawful by a court of competent jurisdiction, the rest of the Agreement shall remain in full force and effect.
2. Should a federal or state agency with jurisdiction invalidate any portion of this Agreement, the parties shall, on appropriate notice, meet to negotiate over the affected provision(s).

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3. If the Legislature repeals, modifies or creates new sections of the Education Code relative to matters within the scope of representation, the District agrees to negotiate the effect of such modifications prior to implementing the provisions of any change.
 4. If any portion of this Agreement is found to be unlawful by a court of competent jurisdiction and/or should any state or federal law change or modify the terms of this Agreement, the parties agree that the Agreement shall be modified in order to comply with the decision of the courts and/or the new state or federal law.

E. Work Continuation

1. It is agreed and understood that strikes, work stoppages, "sick-ins," "slow-downs," picketing in furtherance of a strike and the failure and/or refusal to faithfully and fully perform assigned job responsibilities and duties are contrary to the letter and spirit of this Agreement. The Association agrees that neither it, nor its members or nonaffiliated unit members shall encourage, condone, participate in or otherwise support any such strike, work stoppage, "sick-in," "slow-down," picketing in furtherance of a strike or failure and/or refusal to faithfully and fully perform assigned job responsibilities and duties.
2. The Association recognizes its duty and obligation under the law to comply with the provisions of this Agreement. In the event of any strike, work stoppage or other interference with the operation of the District, the Association agrees that it will publicly disclaim the activity and encourage participating unit members to cease their activity.

F. Duration of Agreement

1. This Agreement shall be in full force and effect from the date of ratification through June 30, 2019.
2. As soon as the public notice requirements have been fulfilled by the Association and the District, the parties to this Agreement shall schedule mutually agreeable times, places and dates to meet and negotiate during the re-opener year and the expiration year specified under the provisions of this Article.
3. Every reasonable effort will be made to complete the negotiation process before the start of each new school year and/or September 1, whichever comes first.
4. For the 2017-2018 and 2018-2019 school years, the parties agree to reopen on the Salary and Stipends and Health and Welfare articles and up to two additional articles for each party.

G. Release Time for Negotiations

1. The District shall provide the Association's unit members with a reasonable period of release time for each mutually agreed upon negotiation session which shall be scheduled 50% during the unit members' workday and 50% after the workday. Release time will be provided for up to three (3) Association members for each negotiation session, provided each school has at least one of the three Association members regularly assigned to the school.

H. District's Right to Modify Agreement

1. The parties recognize the possibility that the District's ability to meet certain obligations set forth in this Agreement may be impaired or restricted or limited by statutory or constitutional changes whose effects would reduce state and/or local income.
2. Should the District determine that such a situation has occurred, it shall notify the Association prior to taking formal action to implement modification of any provision of this Agreement.
3. The Association shall have the right to negotiate the effect of such a modification if it serves written notice to the District within five days of notice from the District. Any negotiations shall be expedited.

I. Board Policies and Procedures

1. The parties to this Agreement mutually agree that the District's written board policies and procedures in effect on the date of this Agreement that are within the Education Employment Relations Act, specifically, Government Code section 3543.2 (scope of representation), shall remain in full force and effect during the term of this Agreement and/or until changes have been mutually agreed by and between the District and the Association.

APPENDIX A CERTIFICATED FACULTY AND STAFF SALARY SCHEDULE

Approved by the Board of Trustees: December 1, 2016

| Step | Column A BA *Credential | Column B BA + 12S or 18Q | Column C BA + 24S or 36Q | Column D BA + 36S or 54Q | Column E BA + 48S or 75Q | Column F BA + 60S or 90Q |
|-------------|--|---|---|---|---|---|
| 1 | \$44,199 | \$46,129 | \$48,060 | \$49,990 | \$51,919 | \$53,852 |
| 2 | \$45,576 | \$47,508 | \$49,437 | \$51,370 | \$53,300 | \$55,231 |
| 3 | \$46,954 | \$48,888 | \$50,816 | \$52,750 | \$54,681 | \$56,611 |
| 4 | \$48,336 | \$50,268 | \$52,197 | \$54,128 | \$56,060 | \$57,989 |
| 5 | \$49,715 | \$51,647 | \$53,576 | \$55,506 | \$57,438 | \$59,370 |
| 6 | \$51,094 | \$53,024 | \$54,957 | \$56,890 | \$58,818 | \$60,749 |
| 7 | \$52,476 | \$54,406 | \$56,337 | \$58,267 | \$60,201 | \$62,129 |
| 8 | | \$55,786 | \$57,717 | \$59,647 | \$61,577 | \$63,510 |
| 9 | | \$57,165 | \$59,097 | \$61,027 | \$62,963 | \$64,887 |
| 10 | | | \$60,476 | \$62,408 | \$64,340 | \$66,270 |
| 11 | | | \$61,856 | \$63,786 | \$65,716 | \$67,649 |
| 12 | | | | \$65,164 | \$67,095 | \$69,027 |
| 13 | | | | \$66,547 | \$68,476 | \$70,408 |
| 14 | | | | | \$69,856 | \$71,785 |
| 15 | | | | | \$71,235 | \$73,166 |
| 16 | | | | | \$72,615 | \$74,546 |
| 17 | | | | | \$73,997 | \$75,924 |
| 18 | | | | | | \$77,305 |
| 19 | | | | | | \$78,712 |

* Partial, Emergency, Provisional, Pre-Intern, Intern, etc.

APPENDIX B CERTIFICATED FACULTY AND STAFF STIPEND SCHEDULE

Approved by the Board of Trustees: December 1, 2016

| | | |
|---|--|---------|
| Additional Duties | \$40 | Hourly |
| Athletic Coach | \$1,300 | Season |
| Athletic Director | \$600 | Quarter |
| Band Director/Music Teacher | \$2,000 | Annual |
| Battle of the Books <u>Coordinator</u> (1) - Grade 3 (1) - Grades 4-6 (1) - Grades 7-8 <u>Coach</u> (1) - Grade 3 (2) - Grades 4-6 (1) - Grades 7-8 | \$200 \$800 | Season |
| Bilingual Authorization <i>(must be utilized in current assignment)</i> | \$1,200 | Annual |
| Camp Keep Advisor <i>(5 day attendance)</i> | \$500 | Season |
| Choir Director | \$1,000 | Annual |
| Drumline Director | \$1,500 | Annual |
| Longevity <i>(non-cumulative - beginning with the 20th year of service in the Vineland School District)</i> | \$1,000 | Annual |
| Master's Degree | \$1,500 | Annual |
| Math Field Day Coordinator/Coach | \$500 | Season |
| National History Day Coordinator/Coach | \$500 | Season |
| Oral Language Festival Coordinator/Coach | \$500 | Season |
| Resource Specialist/Special Day Class Program | \$1,657 | Annual |
| Science Fair Coordinator/Coach | \$500 | Season |
| Spelling Bee Coordinator/Coach | \$500 | Season |
| Student Council Advisor | \$800 | Annual |
| Yearbook Advisor | \$500 | Annual |

RATIFIED AND ACCEPTED

By affixing signatures to this Agreement, the signatories certify that they are the authorized representatives of either the District or the Association, as the contracting parties; that matters, past and present, set forth are fully settled; and that this Agreement is hereby entered into without the need for further ratification and acceptance.

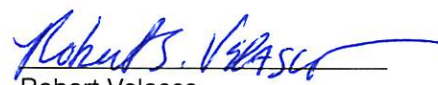
FOR THE DISTRICT:


Freddy Medina
President, Board of Trustee


Leticia Prado
Clerk, Board of Trustee

Date of Ratification: December 1, 2016

FOR THE ASSOCIATION:


Robert Velasco
President


Marissa Beecher
Bargaining Chair

Date of Ratification: November 30, 2016