

Agreement

By and Between the

Valley Home Joint School District

And the

Valley Home Teachers Association/California

Teachers Association/NEA

2021 – 2024

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ARTICLE I: AGREEMENT

- 1.1 The Articles and provisions contained herein constitute a bilateral and binding Agreement ("Agreement") by and between the Governing Board of the Valley Home Joint School District ("Board") and the Valley Home Teachers Association/California Teachers Association/National Education Association ("Association"), an employee organization.
- 1.2 Contract agreement shall be posted on the schools website for all members.

ARTICLE II: RECOGNITION

- 2.1 The Board recognizes the Association as the exclusive representative of all full time certificated employees of the Board – excluding management, supervisory, and confidential employees – for the purposes of meeting and negotiating.

ARTICLE III: DEFINITIONS

- 3.1 "Teacher," "employee," "bargaining unit member," shall mean an employee who is included in the appropriate unit as defined in Article II and therefore covered by the terms and provisions of this Agreement.
- 3.2 "Day" shall mean a day on which the District office is open for business.
- 3.3 "Work day" shall mean a day on which the employees are required to render service to the District.
- 3.4 "Daily rate of pay" means the teacher's annual salary divided by the number of days he/she is required by the Board to provide service.
- 3.5 "Board" shall mean the Board of Trustees or its designated representative(s).
- 3.6 "District" shall mean the Valley Home Joint School District.
- 3.7 "School day" means a day in which students are in regular attendance.
- 3.8 An "emergency" shall be deemed an incident of short duration that is non-recurring.
- 3.9 "Good and sufficient reason" shall not mean: arbitrary, capricious, or discriminatory.
- 3.10 "Immediate Administrator" shall mean principal/superintendent of VHJSD.

ARTICLE IV: ASSOCIATION RIGHTS

- 4.1 The Association will have the right to post notices of activities and matters of Association concern on Association bulletin boards, at least one of which shall be provided in each school building in areas frequented by teachers. The Association may use the District's mail service and mailboxes to communicate to teachers meeting professional standards.
- 4.2 Authorized representatives of the Association may be permitted to transact official Association business on school property and utilize District facilities at reasonable times provided that such activities or use do not interfere with classroom instruction and the authorized representative has

secured permission by the District.

4.3 Names, assignment, work locations, and non-confidential home address and telephone numbers of bargaining unit members shall be provided without cost to the Association on or after October 1 of each school year.

4.4 The District shall provide the Association one (1) copy of the Board of Education agenda.

ARTICLE V: GRIEVANCE PROCEDURE

5.1 Definitions

- 5.1.1 A "grievance" shall mean an alleged misapplication, misinterpretation, or violation of a specific provision of this Agreement or Board Policy as it relates to certificated employees (5000) series which adversely affects the grievant.
- 5.1.2 A "grievant" shall mean an employee covered by this Agreement filing a grievance. In a case of multiple grievance claims on the same issue, the District may elect to hear only the first written grievance filed, and the decision rendered shall be applicable to all claims on the same issue, arising from the same set of circumstances.
- 5.1.3 A "conferee" shall mean any Association representative selected by the grievant to assist the grievant in presenting and processing the claimant's grievance, except as limited in Level I of this procedure. An immediate administrator with whom a grievance is filed may also choose a representative in processing grievances, except as limited in Level I.
- 5.1.4 A "District Grievance Form Appendix D" shall mean a District-approved form that must be completed in writing by the grievant within ten (10) working days of the occurrence, act or omission giving rise to the grievance, or within ten (10) working days of when the employee could reasonably have known of said occurrence, but no later than ten (10) working days after an informal conference.

5.2 General Provisions

- 5.2.1 The District and the Association agree that these grievance proceedings shall be kept confidential.
- 5.2.2 In the event the alleged grievance involves an order, requirement, or other directive, the grievant shall fulfill or carry out such order, requirement, or other directive, pending the final decision of the grievance.
- 5.2.3 Nothing contained herein will be construed as limiting the right of any grievant to discuss a grievance informally with his/her immediate administrator, or to have the grievance adjusted, prior to Level III, without intervention of the Association.

- 5.2.4 Although a specific time period is provided for administrative decisions at each level of the Grievance Procedure, it is recognized that multiple grievance claims must be processed in a sequential manner. Consequently, at each level of the Grievance Procedure, grievance claims shall be assigned consecutive numbers, based upon the time and date on which written grievances are received. Administrative personnel shall process such numbered grievances in a sequential manner, following a pattern that first filed will be first considered. Regardless of specific time periods provided for decisions at the various levels of the Grievance procedure, administrative personnel shall not be required to consider more than one (1) grievance claim per day. Once a grievance arising from a particular incident(s) or circumstance has been resolved, another grievance based on that particular incident may not be filed.
- 5.2.5 An employee who fails to comply with the time limits established in this Grievance Procedure shall forfeit all rights to claim an alleged contract violation.

5.3 Informal Procedure

5.3.1 Level I –

The grievant shall meet with the immediate administrator to discuss the potential grievance in an attempt to resolve it informally. If the potential grievance is not resolved at this level, the employee may proceed to Level II.

5.3.2. Level II –

5.3.2.1 Within ten (10) working days of the occurrence, act, or omission giving rise to the grievance, or within ten (10) working days of when the employee could reasonably have known of said occurrence, act, or omission, or within ten (10) working days of the informal conference, the grievant must present his/her grievance in writing on a properly completed District-approved form to the immediate administrator. This District-approved form shall contain a clear and concise statement of the grievance, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought. This information that is provided by the grievant may not be altered at subsequent levels of the grievance procedure.

5.3.2.2 The immediate administrator shall communicate a decision to the employee in writing within fifteen (15) working days after receiving the grievance. If the administrator does not respond within the time limits, the grievant may appeal to the next level.

5.3.2.3 Within the foregoing time limits, either party may request a personal conference to discuss the grievance. Either the grievant or the immediate administrator may have a conferee present at such a conference.

5.3.3 Level III

5.3.3.1 If the grievant is not satisfied with the decision at Level II, the grievant may, within ten (10) working days, submit a request in writing to the immediate administrator for a hearing before the Board of Education.

5.3.3.2 If a timely request for review is filed with the Board, it shall then undertake review of the entire hearing records. The Board shall hear the appeal in closed session within thirty (30) working days after receipt of request. Within thirty (30) calendar days after the hearing, the Board shall render a written decision on the matter, which shall be final and binding on all the parties.

5.3.4 Level IV –Optional

5.3.4.1 If the grievant is not satisfied with the decision at Level III, the grievant may, within five (5) working days, submit a request in writing to the Superintendent for a hearing with a representative of the State Mediation and Conciliation Service. The mediator shall convene and hold such hearing as soon as practicable. At the hearing the grievant and his/her representatives shall have an opportunity to testify, present evidence and witnesses pertaining to the grievance. Within twenty (20) calendar days after the hearing, the mediator shall deliver to the grievant and his/her representative and the Superintendent a written recommendation that shall be advisory in nature.

5.4 Miscellaneous Provisions

No reprisals of any kind shall be taken by the District or by any member or representative of the District against the Association, a grievant, or person who assisted the grievant. No reprisals of any kind shall be taken by the Association or any unit member against either the grievant, the District, or any District unit member who may have participated directly or indirectly in the grievance procedure.

ARTICLE VI: PROFESSIONAL DUES AND PAYROLL DEDUCTION

6.1 Any payroll deduction authorization on file in the school district office shall continue in effect until revoked. Any teacher who desires membership in the Association, or who has applied for membership, may sign and deliver to the Board a payroll deduction authorization form authorizing deduction of unified membership dues in the Association. All such payroll deduction authorizations shall continue in effect from year to year unless revoked in writing. Pursuant to such authorization, the Board shall deduct one-twelfth (1/12) of such dues from the regular salary checks of the teacher each month for twelve (12) months. Deductions for teachers who sign such authorizations after the commencement of the school year shall be pro-rated, commencing with the month of employment or month of beginning membership.

6.2 With respect to all sums deducted by the Board pursuant to authorization of the employee, whether for membership dues or equivalent fee, the Board agrees promptly to remit such monies to the California Teachers Association accompanied by an alphabetical list of teachers for whom such deductions have been made, categorizing them as to membership in the Association, and indicating any changes in personnel from the list previously furnished.

- 6.3 Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of said teacher and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs approved by the Board.

ARTICLE VII: HOURS OF EMPLOYMENT

- 7.1 The workday for a teacher shall be a professional day, including a thirty (30) minute duty-free lunch.
- 7.2 The workday shall begin fifteen (15) minutes prior to the time students are to be in their first class and a minimum of 10 minutes after the last bell.
- 7.3 There will be a fifteen (15) minute afternoon recess for students that will be duty free for the teachers in K-3.
- 7.4 Each teacher shall have a duty-free, uninterrupted lunch period of at least thirty (30) minutes, exclusive of passing time.
- 7.5 In addition to school-based workday duties, employees shall be required to perform other duties as assigned as directed by the immediate administrator.
- 7.6 The provisions of this Article shall be applied equitably to all members of the bargaining unit as so far as practicable.
- 7.7 Meetings requiring participation of staff beyond the normal workday shall be posted at least forty-eight (48) hours in advance unless in an emergency.
- 7.8 The parties agree to provide at least the minimum number of instructional minutes outlined in SB 813 during the school years covered in this Agreement.
- 7.9 Should any grade level meet or exceed the goals listed above, it is agreed that no reduction in the number of minutes shall take place during the term of this Agreement.
- 7.10 In-service workshops called by the District, as well as county sponsored workshops, requiring certificated personnel to attend for a time period of over an hour, shall be held on minimum days, or non-student contact days. "Workshops" are to be defined as training or informational sessions, initiated by the administration, to improve teaching skills.
- 7.11 The district will attempt to schedule all IEP meetings during the school day whenever possible and provide a sub for the teacher's class.

ARTICLE VIII: LEAVES

- 8.1 Every full time employee shall be credited with ten (10) days of paid sick leave per year.
- 8.1.1 Unused sick leave shall accrue from school year to school year.
- 8.1.2 At the beginning of each school year, every employee shall receive a sick leave allotment credit equal to his/her sick leave entitlement for that school year. An employee may use his/her credited sick leave at any time during the school year.

8.1.3 The Board may require a physician's verification of illness after five (5) consecutive days of sick leave usage.

8.1.4 The Board shall provide each employee with a written statement of his/her accrued sick leave total and his/her sick leave entitlement for the school year no later than October 1 of each school year.

8.3 Bereavement Leave

Employees shall be granted leave with full pay not to exceed four (4) days or six (6) days if out of state travel is required on account of the death of his/her immediate family. Immediate family as viewed in this section is defined as the mother, father, grandmother, or grandfather of the employee or of the spouse of the employee, and the spouse, significant other, son, son-in-law, daughter, daughter-in-law, sister-in-law, brother-in-law, brother or sister, aunt, uncle, or any relative living in the immediate household of the employee.

8.4 Jury Leave

8.4.1 The governing board of the school district shall grant leave of absence to employee to appear as a witness in court other than as a litigant or to respond to an official order from another governmental jurisdiction for reasons not brought about by the connivance or misconduct of the employee.

8.4.2 The governing board shall grant leaves of absence to employees, in positions requiring certification qualifications, regularly called for jury duty in the manner provided for by law.

8.4.3 The governing board shall grant such leaves of absence with pay up to the amount of the difference between the employee's regular earnings and any amount he/she receives for jury or witness fees.

8.5 Health Leave/Family Illness Leave

The District may grant an employee, upon request, an unpaid leave for health or family illness reasons. Such leave shall be for a minimum of one (1) semester and maximum of one (1) school year. The District may extend health leave upon employee's request.

8.5.1 A statement by the employee's physician to the effect that the employee is entitled to such leave be furnished at the District's request.

8.5.2 The employee shall notify the District of his/her intended return date at least two (2) weeks (and preferably four [4] weeks) in advance.

8.5.3 Health leave may be granted with pay if an employee is temporarily unable to perform his/her services because of illness, accident, or quarantine. (Ed. Code §44964)

8.6 Extended Illness Leave

If an employee has utilized all of his/her accumulated sick leave and is still absent from his/her duties on account of illness or accident for a period of five (5) school months or less, then the amount of salary deducted in any month shall not exceed the sum which as actually paid a substitute. The five (5) months or less period during which the above deductions occur shall not begin until all other sick leave provisions for which they are eligible have been exhausted.

8.7 Industrial Accident and Illness Leave

An employee shall be entitled to Industrial Accident and Illness Leave within the limitations as to the number of days entitlement as set by the Governing Board. (Ed. Code § 44984)

8.7.1 The total of the employee's temporary disability indemnity and the portion of salary due him/her during his/her absence shall equal his/her full salary.

8.7.2 An employee shall be deemed to have recovered from an industrial accident or illness, and thereby able to return to work, at such time as he/she and his/her physician agree that there has been such a recovery.

8.7.3 An industrial accident or illness, as used in this paragraph, means any injury or illness whose cause can be traced to the performance of services for the Board.

8.7.4 The Boards report of an industrial accident or illness shall be kept on file in the Business Office.

8.7.5 The benefits provided in this paragraph are in addition to sick leave benefits. Accordingly, the Board shall not deduct accumulated sick leave from the sick leave allotment of a teacher who is absent as a result of an industrial accident or illness.

8.8 Family Care Leave

The District follows the U.S. Department of Labor FMLA laws. The following is an abridged version from their published guidelines.

- 8.8.1** Employees who have completed one year of service, which includes at least 1250 hours of service for the District during the previous one year period (District full time employees working a complete school year have satisfied the minimum hourly requirement) have the right to request unpaid leave of absence for up to 12 workweeks within a 12-month period for the purpose of caring for a new baby, a newly adopted baby, or a newly placed foster child or for a child, spouse, or parent with a serious health condition, or medical leave for the employee's own serious health condition.

8.9 Other Leaves

In addition to the provisions of this Article, the Board of Education may, upon prior written request of an employee, grant paid or unpaid leaves of absence when said request is deemed by the Board, in its sole discretion, to be in the best interest of the District. Approved leaves shall not normally be granted for more than one (1) school year, or more than the remainder of the school year in which the leave takes place.

ARTICLE IX: VACANCIES, TRANSFERS, REASSIGNMENTS

- 9.1** Appointments to Vacancies or New Positions Within the District: Whenever a vacancy occurs in a position within the Unit, or a new professional position is created within said Unit and said vacancy or position is to be filled on a permanent basis, the Board shall post written notice thereof. During the calendar year, as vacancies or new positions occur within the District, the Board shall provide for appropriate posting of said positions and qualifications required in all school buildings within the District. Nothing herein shall prevent the Board from making temporary assignments of personnel to fill the position.

9.2 Transfers or Reassignments

- 9.2.1** Any teacher transferred or reassigned shall have the right to receive, upon written request, the reasons in writing.
- 9.2.2** All transfers or reassignments shall be made based on criteria to include, but not be limited to, credential, experience, and the best interests of the educational programs within the District after prior discussions with the affected teacher(s).
- 9.2.3** All reassignments shall be for good and sufficient reason(s).
- 9.2.4** The Association may provide advisory input to the Board regarding reassignments.
- 9.2.5** Individuals are to be notified of reassignment immediately after the June Board of Trustees meeting.
- 9.2.6** Teachers who are required to change classrooms shall receive \$250 for moving.

ARTICLE X: EMPLOYEE BENEFITS

- 10.1** The Board shall contribute for the 2021-22 contract year, retroactive to August 1, 2021, up to \$925 per month toward the following benefits: Medical, dental, and vision benefits.

- 10.1.1 **Medical Insurance** – The Board shall provide for all full-time teachers a medical insurance plan. Any change in the plan shall be mutually determined by the Association and the Board. The Board shall also provide full coverage for individual eligible employees. Coverage for Medical Insurance shall be provided through Leap, Carpenter & Kemps Insurance Agency.
- 10.1.2 **Dental Plan** – A dental plan shall be provided by the Board for all teachers and dependents. Any change in the plan shall be mutually determined by the Association and the Board. Coverage for Dental Insurance shall be provided through the Leap, Carpenter & Kemps Insurance Agency.
- 10.1.3 **Vision Plan** – The Board shall provide for all full time teachers and their dependents a Vision Care Plan through Vision Service Plan (V.S.P.), known as Plan B. Under this plan frames are provided each twenty-four (24) months, while examination and lenses are available each twelve (12) months. Coverage for Vision Insurance will be provided through the Leap, Carpenter & Kemps Insurance Agency.
- 10.1.4 **MOU signed - dated August 23, 2018.** Full-time employees may opt for cash in lieu of the insurance benefit for up to 70% of the cap amount. If an employee purchases insurance through the school district provider and the total cost is less than 70% of the cap the employee will be entitled to the difference in cash. Proof of insurance is required for those not taking the District Insurance.
- 10.2 **Tax Sheltered Annuities** - Teachers may participate in tax sheltered annuity programs, with the Board providing payroll deductions for this purpose.
- 10.3 **Voluntary Deductions** – Teachers may voluntarily participate in other legal services for teachers, with the Board providing payroll deductions for this purpose (i.e., life insurance, salary protection insurance, etc.).
- 10.4 **Duration of Benefits** – The benefits in this Article shall remain in effect during the contract term of the particular benefit. Should a teacher’s employment terminate during the school year, he/she shall be entitled to continue coverage under the medical and dental plans. Such teacher shall pay the premium for the continued coverage under the medical and dental plans. Such teacher shall pay the premium for the continued coverage in advance on a month-to-month basis.
- 10.5 It is agreed that the District shall take no action to reduce the benefits described herein for the term of this Agreement.

ARTICLE XI: STIPENDS, HOURLY RATES

- 11.1.1 The salary schedules to be in effect for the 2021-22 and 2022-23 school years are found in Appendix A of this agreement. Teachers new to the District shall be placed on the schedule based on the number of units above the BA plus years of recognized experience. Should a teacher not obtain 30 units above a BA, that teacher shall be placed at step 1 and remain at step 1 until the requirements of the BA+30 are met. At that time, the teacher shall be placed on the appropriate step based on years of service.
- 11.1.2 Teachers who attend overnight field trips shall be compensated an additional \$100 per night.
- 11.3 The District may select certificated personnel to work with students after school. Certificated personnel working in this extra duty position(s) shall be paid \$40/hour.
- 11.4 For a teacher to advance to another column on the salary schedule for the following year, the teacher must notify the District in writing prior to June 1st of their intent to qualify for such column movement. Units to be utilized for movement on the salary schedule must first be approved by the Superintendent. Credit shall be allowed on the salary schedule for the following

year for units earned on or before August 31st. Verification of these units must be filed in the District office by September 1st with an official transcript or a "work in progress" form signed by the instructor, which will then be verified by an official transcript.

- 11.5 Any teacher hired under an internship credential shall be placed on the regular salary schedule for the second year of service. The first year of service shall be credited toward tenure status.
- 11.5.1 * Experience credit shall be granted on a year-for-year basis up to thirteen (13) years for teaching experience in grades K-12 in any public school, college or WASC accredited private school.
- 11.6 For each student that the classroom enrollment is over a staffing ratio of 30:1, the District will pay annually to the teacher \$150 per student up to a maximum payment of \$1,000. This provision shall only be counted for classroom enrollment purposes in the one classroom on which attendance / enrollment class list the students appear and are counted for State attendance purposes. For the purpose of calculating classroom enrollment, enrollment data from the last day of the 4th school month (P1) and of the 7th school month (P2) shall be averaged.
- 11.7 Teachers shall receive Extra Duty Pay in the form of a stipend for activities listed in Appendix B of this agreement.
- 11.8 Effective with the 2005-2006 school year, teachers will be given five in-house units for each of the two years of required participation in the Induction Program.

ARTICLE XII: PROCEDURES FOR EVALUATION

* Forms to be used: Permanent Teachers: 1) Evaluation Checklist and Record of Evaluation
2) Observation Forms 3) Pre-Observation Form

- 12.1 It is understood and agreed by the parties that the primary objective of the evaluation process is to improve the quality of instruction. Evaluations of teachers will be according to the requirements of the California Education Code sections 44660-44664 more commonly known as the Stull Act. When scheduled for evaluation, a teacher shall be evaluated by one "Evaluator" who shall be his/her Superintendent or principal/administrator.
 - 12.1.1 Within the first month of the school year, all teachers subject to evaluation shall be provided with Appendix E, form 1, and be notified of the requirement to be evaluated.
 - 12.1.2 The evaluator shall have the right to reasonable use of the expertise of others within the district administrative personnel in an effort to improve instruction. Summary statements from the assisting administrator(s) may be referred to by the evaluator in his/her evaluation of the teacher.
 - 12.1.3 Evaluation made pursuant to this Article shall be reduced to writing on the Evaluation Report Form (form 2) and a copy thereof shall be provided to the teacher not later than thirty (30) days before the last school day on the school calendar for the school year in which the evaluation took place. On the teacher's final formal observation form for the school year the evaluator will include a summary evaluation at the end of form 2. This document will conclude the evaluation for the year.
- 12.2 Probationary/Intern/Emergency Teachers
 - 12.2.1 The evaluator shall evaluate every probationary/intern/emergency teacher twice each year. A minimum of two observations (form 2, appendix E) will be done with each formal written evaluation. Teachers will be observed a minimum of four times using the "Checklist Evaluation Form." The observation process is described in detail below in the section entitled Observation Process.
 - 12.2.2 Once a teacher receives permanent status he/she will be evaluated every other subsequent year except as specified below. Form to be used: Appendix E, forms 1-4
 - 12.2.3 In the event an employee receives a negative evaluation, the evaluator shall provide the evaluatee with specific recommendations as to areas of needed improvement in the evaluatee's performance, and the evaluator shall endeavor to assist the evaluatee to improve performance. Appendix E, form 5

- 12.3** Permanent teachers with at least 10 years of District service and Meeting and Exceeding Standards in all areas in previous evaluations during that 10 year duration may mutually agree with his/her evaluator on moving to a five year evaluation cycle by completing form 4, Appendix E.
- 12.4** For any permanent teacher whose formal evaluation is not due that particular year, there will be a minimum of two walk-through observations each year. If, in the walk-through observations, the evaluator sees a situation that is not satisfactory, a plan to improve or correct the situation will be developed by the evaluator and evaluatee that may include further observations until the situation is corrected. The walk through observation will be documented through an email by the evaluator to the teacher within 10 calendar days.
- 12.5** Observation Process:
- 12.5.1** A full lesson observation shall consist of:
- a. A minimum of a 30 minute full lesson observation (form 2, appendix E), the observation recap sheet to document that observation.
 - b. A pre-conference with the evaluator prior to the classroom visit.
 - c. A post-lesson observation conference.
- 12.5.2** The post-lesson observation conference for a full lesson observation shall be scheduled within 10 calendar days of the observation (although it need not necessarily be held within this time limit), at which time the Checklist Evaluation Form (form 2) together with a verbal evaluation of this observation shall be provided to the teacher.
- 12.5.3** An employee has the right to provide a written response and have it attached to the evaluation report(s). In the event he/she wishes to do so, he/she may utilize the Evaluatee Responses to Evaluation Report form (form 3, Appendix E) for such purpose.
- 12.5.4** Employees shall have access to their files as provided by statute.

ARTICLE XIII: DISTRICT RIGHTS

- 13.1** It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in, but not limited to, those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the time and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move and modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work and take action on any matter in the event of an emergency. In addition, the Board retains the Right to hire, classify, assign, transfer, evaluate, promote, terminate and discipline employees subject to the CBA negotiations process and state law.
- 13.2** The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this contract, and then only to extent such specific and express terms are in conformance with law.
- 13.3** The District retains its right to temporarily amend, modify or rescind provisions and practices referred to herein in cases of emergency, and only for the duration of said emergency. The District shall make a good faith effort to consult with the Association prior to the declaration of an emergency as provided for herein. The determination of whether or not an emergency exists is within the discretion of the Board, however, such discretion shall not be exercised in a manner that is arbitrary, capricious or discriminatory, and said exercise may be subject to review by a court of competent jurisdiction at the option and initiation of the Association.
- 13.4** Any dispute arising out of, or in any way connected with, wither the existence of or the exercise of any of the above-described rights of the District is not subject to the grievance provisions set forth in Article V, unless the dispute is otherwise grievable under another Article of this Agreement.

ARTICLE XIV: WORK CALENDAR

- 14.1 The work calendar for teachers shall be set annually by the Board of Trustees not to exceed one hundred eighty-three(183) days of service. See calendar Appendix C.
- 14.2 The Board agrees to consult with the Association prior to adopting the school calendar.

ARTICLE XV: TEACHER SAFETY

- 15.1 Teachers shall not be required to work under unsafe conditions.
- 15.2 An employee has the right and obligation to submit written recommendations to the immediate supervisor regarding the maintenance of safe working conditions, facilities, and equipment, repair and modifications, and other practices designed to insure compliance with applicable standards of the California Insurance Fund, and the provisions of the District fire and liability insurance program.

ARTICLE XVI: MISCELLANEOUS PROVISIONS

- 16.1 Within thirty (30) days of ratification of the Agreement by both parties herein, the Board shall bear the cost of twenty (20) copies, prepared and delivered to the Association for distribution to each teacher in the District and each Board member.
- 16.2 Bargaining unit members who successfully complete Red Cross C.P.R. class and /or the Red Cross First Aid class shall be awarded one (1) unit of credit for each thirteen (13) hours of class time toward salary purposes. These mandated classes shall not exceed one unit (13 hours) per year.
- 16.3 Classes mandated by the District shall be credited in the same manner as those outlined in 16.2 above.
- 16.4 Whenever a bargaining unit member uses his/her automobile for the benefit of the District (as authorized by the District), the member shall be compensated at the rate as approved by IRS guidelines.
- 16.5 The District agrees to classify employees in the unit as permanent employees of the District effective with the start of the 1996/97 school year for any member of the bargaining unit who has been employed by the Valley Home School District for three (3) complete consecutive years. This designation is made in compliance with and pursuant to Education Code § 44929.23.

ARTICLE XVII: RETIREMENT PROVISIONS

- 17.1 The probationary or permanent status of certificated employees shall cease on June 30th of the fiscal year.
- 17.2 Retirees may continue the benefits of group rates for medical, dental, prescription drug and vision programs as long as the retiree continues to reimburse the district for these programs. Retirees may continue other health benefit programs as long as the cost of such is reimbursed to the district.

ARTICLE XVIII: CONCERTED ACTIVITIES

- 18.1** It is agreed and understood that there will be no strike, work stoppage, slowdown, picketing or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by the Association, or by any of the Association's officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.
- 18.2** The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slow-down, or other interference with the operations of the District by employees who are represented by it, the Association agrees in good faith to take all necessary steps to cause those employees to cease such action.
- 18.3** It is agreed and understood that any employee violating this section may be subject to discipline up to and including termination by the District; said employee shall be entitled to due process provisions dealing with discipline and termination.
- 18.4** It is understood, in the event this section is violated, that the District shall be entitled to withdraw any rights, privileges, services, wages or benefits provided for in this Agreement from any employee and/or the Association; and also, that the Association shall be liable for damages caused by said violation, as determined by a court of competent jurisdiction.
- 18.5** Provisions of this Article shall be waived during any re-opener or renegotiations.

ARTICLE XIX: TERM AND NEGOTIATIONS PROCEDURE

- 19.1** This Agreement shall remain in full force and effect up to and including June 30, 2024, and thereafter shall continue in effect from year to year unless and until one of the parties notifies the other in writing no later than March 15th of the contract year of its request to modify, amend, or terminate the Agreement. In the fall of 2023 either side may reopen negotiations for the 2023/2024 school year.

- 19.2 This Agreement may be reopened for the 2023-24 school year for salary and benefits only. No other Articles will be reopened prior to the 2023-24 school year. The Association shall deliver its initial proposals for bargaining to the School Board not later than the Board's regularly scheduled meeting in May. Unless otherwise mutually agreed, the Board's lead negotiator and the Association's representative shall begin to meet and negotiate in good faith no later than sixty (60) calendar days following delivery of such proposals. Any agreement reached between the parties shall be reduced to writing and signed by them.
- 19.3 Either party may utilize the services of outside consultants to assist in the negotiations.
- 19.4 Negotiations shall take place at mutually agreeable times and places, provided that meetings shall be held within sixty (60) days from receipt of a written request in regard to matters within the scope of negotiation.
- 19.5 The exclusive representative shall designate representatives who shall each be entitled to reasonable amount of release time without loss of compensation to attend negotiations proceedings. All release time shall be granted when unit members are not responsible for students.

ARTICLE XX: SUPPORT OF AGREEMENT

- 20.1 The District and the Association agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiation process. Therefore, it is agreed that the Association and District will support this Agreement for its term and will not appear before any public bodies to seek change or improvement in any matter subject to the meet and negotiation process except by mutual agreement of the District and the Association.

ARTICLE XXI: EFFECT OF AGREEMENT

- 21.1 It is understood and agreed that the specific provisions contained in this Agreement shall prevail over present and past District practices, procedures and regulations, and over state laws to the extent permitted by state law and that except as expressly provided by specific provisions in this Agreement all lawful practices and procedures are discretionary with the District.
- 21.2 Provisions of this Agreement shall be applied equitably to all members of the bargaining unit so far as is practicable.

ARTICLE XXII: SAVINGS

- 22.1 If any provisions of this Agreement are held by the highest court of the state or by a Federal Court of competent jurisdiction to be contrary to law, then such provision will be deemed invalid, to the extent permitted by such court decision, but all other provisions or applications shall continue in full force and effect.
- 22.2 The parties agree that should a provision be deemed invalid, the parties will meet within a reasonable time to negotiate necessary changes in this Agreement as mandated by law.

ARTICLE 23: DISTANCE LEARNING

In the case where students are required to receive their education through Distance Learning due to closures of schools by county or state officials, the following teacher expectations will be followed:

- A. Daily synchronous instruction will be required of all teachers.
 - 1. Grades TK-5 will be required to instruct a minimum of 180 minutes per day that must include Math and ELA including 30 minutes of Designated ELD for any English Learners enrolled in the teacher's class.
 - 2. Grades 6-12 will be required to instruct for the duration of each class period
- B. If the synchronous instructional minutes do not meet the daily minimum required minutes for the grade span, the teacher must offer additional synchronous instructional minutes or asynchronous minutes required by AB 77 or any future legislation governing instructional minutes related to Distance Learning.
 - 180 instructional minutes in Kindergarten
 - 230 instructional minutes in grades 1 to 3
 - 240 instructional minutes in grades 4 to 8
- C. Ensure students still obtain interventions, accommodations and as required by their identified needs and/or IEP/504.
- D. Complete a Weekly Attendance Log for all students on Distance Learning as required by AB 77 or any future legislation governing attendance and engagement for Distance Learning.
- E. Ensure family is contacted on the date of an absence in accordance with the VHJSD Reengagement Plan.
- F. Complete grades in a timely manner.
- G. Meet any other professional obligations that are defined in the VHTA contract (i.e. IEPs, 504 meetings, PLCs, staff meetings, parent conferences, etc.).

ARTICLE XXIII:

COMPLETION OF NEGOTIATE

24.1 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that all the understandings and agreements arrived at between the parties after the exercise of that right and opportunity are set forth in this Agreement.

SIGNATURES:

Agreed this 8th day of March, 2022.

FOR THE DISTRICT:

[Signature]
[Signature]
Emily Webster

FOR THE ASSOCIATION:

[Signature]

Date: 3/8/22

Date: 3/10/22

Valley Home JSD

Board Approved: 2/8/2022

2021-22

4% COLA

Based on 7.5 hr/day - 183 day work year

Step	A	B	C	D
	Credential	BA+45	BA+60	BA+75
1	\$47,671	\$49,101	\$50,575	\$52,091
2	\$49,101	\$50,575	\$52,091	\$53,655
3	\$50,575	\$52,091	\$53,655	\$55,264
4	\$52,091	\$53,655	\$55,264	\$56,922
5	\$53,655	\$55,264	\$56,922	\$58,630
6	\$55,264	\$56,922	\$58,630	\$60,388
7	\$56,922	\$58,630	\$60,388	\$62,200
8	\$58,630	\$60,388	\$62,200	\$64,066
9	\$60,388	\$62,200	\$64,066	\$65,989
10	\$62,200	\$64,066	\$65,989	\$67,968
11		\$65,989	\$67,968	\$70,007
12		\$67,968	\$70,007	\$72,107
13		\$70,007	\$72,107	\$74,270
14			\$72,107	\$74,270
15			\$74,270	\$76,499
16			\$74,270	\$76,499
17			\$76,499	\$78,793
18			\$76,499	\$78,793
19			\$78,793	\$81,157
20			\$78,793	\$81,157
21			\$81,157	\$83,592
22			\$81,157	\$83,592
23			\$83,592	\$86,100
24			\$83,592	\$86,100
25			\$86,100	\$88,682

CERTIFICATED ANNUAL SALARY SCHEDULE

Valley Home JSD

Board Approved: 5/9/2023

2023-24

5% COLA

Based on 7.5 hr/day - 183 day work year

Step	A	B	C	D
	Credential	BA+45	BA+60	BA+75
1	\$53,734	\$53,949	\$54,165	\$55,790
2	\$53,949	\$54,165	\$55,790	\$57,464
3	\$54,165	\$55,790	\$57,464	\$59,187
4	\$55,790	\$57,464	\$59,187	\$60,963
5	\$57,464	\$59,187	\$60,963	\$62,792
6	\$59,187	\$60,963	\$62,792	\$64,675
7	\$60,963	\$62,792	\$64,675	\$66,616
8	\$62,792	\$64,675	\$66,616	\$68,614
9	\$64,675	\$66,616	\$68,614	\$70,674
10	\$66,616	\$68,614	\$70,674	\$72,793
11		\$70,674	\$72,793	\$74,977
12		\$72,793	\$74,977	\$77,226
13		\$74,977	\$77,226	\$77,226
14			\$77,226	\$79,542
15			\$79,542	\$79,542
16			\$79,542	\$81,930
17			\$81,930	\$81,930
18			\$81,930	\$84,387
19			\$84,387	\$84,387
20			\$84,387	\$86,919
21			\$86,919	\$86,919
22			\$86,919	\$89,527
23			\$89,527	\$89,527
24			\$89,527	\$92,213
25			\$92,213	\$94,977

Effective Date: 7/1/2023

REV 5/9/2023

APPENDIX B
EXTRA DUTY STIPENDS

<u>ACTIVITIES</u>	<u>STIPEND AMOUNT</u>
Support Provider for Induction	
• One new teacher	\$2,500
• Two new teachers	\$2,750
• Three new teachers	\$3,000
• Four new teachers	\$3,250
 Masters Degree	 \$1,000
 Outdoor Education (\$100 per night)	 \$400
 Asilomar	 \$100
 Science/Garden Fair	 \$100
 Admin Designee	 \$500 yr

**** All stipends to be included in employees contract.**



VALLEY HOME JOINT SCHOOL DISTRICT

2022-2023 School Year Calendar

Bill Slikker, Superintendent
 13231 Pioneer Ave., Valley Home, CA 95361
 (209) 847-0117 FAX (209) 848-5456

MONTH	S	M	T	W	TH	F	S	S	M	T	W	TH	F	S	S	M	T	W	TH	F	S	S	M	T	W	TH	F	S	S		
JULY						1																									
AUGUST	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
SEPTEMBER			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	30
OCTOBER																															
NOVEMBER																															
DECEMBER																															
JANUARY																															
FEBRUARY																															
MARCH																															
APRIL																															
MAY																															
JUNE																															

LEGEND

NT	New Teacher Work Day
W	Staff Workday
A	School Board Meetings
H/O	Holiday / Observed
	Minimum Day - school is dismissed at 12:30pm
X	School Closed
	Weekend
SD	Staff Development
PTC	Parent / Teacher Conferences
BTSN	Back to School Night

IMPORTANT DATES

AUG 4	1st Day of School
AUG 17	Back to School Night
SEPT 20-23	Parent / Teacher conferences
OCT 27	1st Trimester ends
FEB 22	2nd Trimester ends
MAY 24	8th Grade Graduation
MAY 25	Last Day of School

180 Total Student Days
School Day Starts: 8:15 AM
School Day Ends: 2:45 PM

BREAKS / HOLIDAYS:

DEC 19 - JAN 2	WINTER BREAK	APRIL 7 - 14	SPRING BREAK
JANUARY 16	MARTIN LUTHER KING, JR'S DAY	MAY 29	MEMORIAL DAY
FEBRUARY 13	ABRAHAM LINCOLN'S BIRTHDAY (observed)		
FEBRUARY 20	PRESIDENTS' DAY		
JULY 4	INDEPENDENCE DAY		
SEPTEMBER 5	LABOR DAY		
NOVEMBER 11	VETERAN'S DAY		
NOVEMBER 21 - 25	THANKSGIVING BREAK		

Revised 2/7/2022
 Board Approved 2/8/22

District Grievance Form

Certificated Grievance Form

Employee Name: _____

Description of Grievance: _____

Date(s) cause of grievance occurred: _____

Date(s) of Informal Meeting: _____

Specific Articles or policies alleged to have been violated: _____

Relief sought: _____

Date: _____ Signature: _____

Upon completion of this section, grievant shall distribute the original to the principal, a copy to the Association and retain a copy for his/her records.

Disposition by superintendent / designee: _____

Date: _____ Signature: _____

Upon completion of this section, principal shall retain original, present a copy to the grievant and a copy to the Association.

Valley Home Joint School District
Evaluation Checklist and Record of Evaluation

Teacher:

Evaluator:

Date of Last Completed Evaluation: ___/___/___

Teacher Status

- Probationary / Inter / Emergency
- Permanent (3-10 years)
- Permanent (10+ years)

Teacher notified of requirement to evaluate during current school year: ___/___/___

Requirements

- Four observations for Probationary/Intern/Emergency plus two evaluation forms (repeat checklist twice)
- Two observations for Probationary/Intern/Emergency plus one evaluation form

Step	Observation Process	Date of Event	Administrator Initial	Evaluatee Initial
1	Observation Pre- Conference / Pre Observation Form			
2	Minimum 30 Minute Observation			
3	Post-Observation Conference and Observation (must be calendared within 10 days of observation)			
4	Optional Employee Response (must be submitted within 10 work days of receiving an evaluation form)			
5	Observation - Pre-Conference / Pre Observation Form			
6	Minimum 30 Minute Observation			
7	Post-Observation Conference and Observation (must be calendared within 10 days of observation)			
8	Optional Employee Response (must be submitted within 10 work days of receiving an evaluation form)			

This form will be updated throughout the year. It will be maintained by the Administrator, but available to the teacher at any time. When complete, a copy of the form will be given to the teacher and the original will be placed in the employee file.

Valley Home Joint School District Certificated Personnel Evaluation

INTERIM EVALUATION – Date _____

FINAL EVALUATION – Date _____

Evaluatee:	Evaluator: Bill Slikker
Site(s): Valley Home Elementary	Grade(s):
Time/Period:	Subject(s):
Date(s) of Observation(s):	Date(s) of Conference(s):

Rating: E=Exceeds Expectations M=Meets Expectations N=Needs Improvement U=Unsatisfactory

<p>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.</p>	Rating
<p>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.</p>	Rating
<p>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 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 contents.</p>	Rating

Valley Home Joint School District
Evaluatee Response to Evaluation Report

_____ Permanent Probationary 1st Year 2nd Year
Name of Evaluatee

This form may be completed by the evaluatee in response to the evaluation report(s). When completed, this form will be attached to the evaluation report(s).

Evaluator's Signature Date Evaluatee's Signature Date

Original - Personnel Copy 1- Evaluatee Copy 2 - Evaluator

Notice: Evaluatee has ten (10) days within which to complete a response on this form prior to this form's inclusion in evaluatee's personnel file.

Valley Home Joint School District
Five- Year Evaluation Cycle Request Form

Instructions: For teachers eligible to be placed on the five-year cycle, during the first month of school the teacher shall complete or provide a previously signed copy of this form to his/her site administrator.

Having met the contractual requirements to be placed on a five-year evaluation cycle according to the requirements of Assembly Bill 954 (2003), I hereby request to be placed on a five-year evaluation cycle. My last completed evaluation was for the 20__ / 20__ school year. The next required evaluation will be for the 20__ / 20__ school year.

Teacher Signature and Date

Administrator Signature and Date

Signature of both Teacher and Administrator is acknowledgement of mutual agreement that the teacher shall be evaluated once every five years. This agreement remains valid until revoked in writing by either party or until the conclusion of the five-year cycle. Revocation shall not be later than the first month of the school year.

VALLEY HOME JOINT SCHOOL DISTRICT IMPROVEMENT PLAN

Check (✓) the Standard(s) I - VI below for which a "N" or "U" was received on the Final Evaluation Form. Document specific plans for improvement in the appropriate boxes next to the checked Standard(s).

Unit Member Name:	Date:	Site(s):	Primary Evaluator:
Date of Summary Evaluation Conference Requiring Improvement Plan:	Status (Check One): <input type="checkbox"/> Permanent <input type="checkbox"/> Probationary I <input type="checkbox"/> Probationary II <input type="checkbox"/> Pre-Intern <input type="checkbox"/> Intern <input type="checkbox"/> Temporary		

	Area(s) of Improvement	Workshops	Class	Means and Methods			Other
				Observed	Visit Classrooms	BTSA	
<input checked="" type="checkbox"/>	Standard I <i>Engaging & Supporting All Students in Learning</i>						
<input type="checkbox"/>	Standard II <i>Creating & Maintaining Effective Environment for Student Learning</i>						
<input type="checkbox"/>	Standard III <i>Understanding & Organizing Subject Matter for Student Learning</i>						
<input type="checkbox"/>	Standard IV <i>Planning Instruction & Designing Learning Experiences for All</i>						
<input type="checkbox"/>	Standard V <i>Assessing Students for Learning</i>						
<input type="checkbox"/>	Standard VI <i>Developing as a Professional Educator</i>						

Copy to Evaluator (2-sided)

Distribution: Original to Unit Member (2-sided)

CHECKLIST IMPROVEMENT PLAN LOG OF ACTIVITIES
 Check (✓) the Standard(s) I - VI below for which an "N" or "U" was received on the *Final Evaluation Form*.
 List by date and description the completed improvement activities in the appropriate Standard area(s).

	Area(s) of Improvement	Workshops	Class	Means and Methods			Other
				Observed	Visit Classrooms	BTSA	
<input checked="" type="checkbox"/>	Standard I <i>Engaging & Supporting All Students in Learning</i>						
<input type="checkbox"/>	Standard II <i>Creating & Maintaining an Effective Environment for All</i>						
<input type="checkbox"/>	Standard III <i>Understanding & Organizing Subject Matter Knowledge</i>						
<input type="checkbox"/>	Standard IV <i>Planning Instruction & Designing Learning Experiences for All</i>						
<input type="checkbox"/>	Standard V <i>Assessing Student Learning</i>						
<input type="checkbox"/>	Standard VI <i>Developing as a Professional Educator</i>						

Conference Dates: _____ Evaluator's Comments - Please initial your comments and attach additional pages as necessary: _____

Memorandum of Understanding

Between

Valley Home Joint School District Board of Trustee

And

Valley Home Teachers Association

April 6, 2022

This Memorandum of Understanding is entered into effective the 12th day of April 2022 by and between the Valley Home Joint School District and the Valley Home Teachers Association.

Effective April 13th 2022 – Article 7.2 of the Certificated Agreement will read: “The workday shall begin fifteen (15) minutes prior to the time students are to be in their first class and a minimum of fifteen (15) minutes after the last bell. Workday will be considered 7.5 hours each day including mandatory staff meetings.

Effective April 13th 2022 – Appendix B “Extra Duty Stipends” will include a yearly stipend for Yearbook Advisor in the amount of \$350.

By: Sheri Rathbun

Sheri Rathbun, VHTA President

By: Bill Slikker

Bill Slikker, Superintendent

4-6-2022

Date

4-6-22

Date

By: Julie Haynes
Julie Haynes, Board President

4/12/22

Date