



COLLECTIVE BARGAINING AGREEMENT

BETWEEN

VISTA DEL MAR UNION
SCHOOL DISTRICT

AND

VISTA DEL MAR EDUCATION
ASSOCIATION/CTA/NEA

CERTIFICATED

JULY 1, 2021-JUNE 30, 2023

(Revised March 2022)

TABLE OF CONTENTS

ARTICLE

PAGE

1.	Agreement and Term	1
2.	Recognition	2
3.	Grievance Procedure	3
4.	Salary	4
5.	Health and Welfare Benefits	8
6.	Hours/Work Year	10
7.	Concerted Activities	11
8.	Savings	12
9.	Association and Unit Member Rights	13
10.	Complaints Against Teachers	14
11.	Summer School	15
12.	Completion of Meeting and Negotiations	16
13.	Evaluation Procedures	17
14.	Management Rights	19
15.	Ratified and Accepted	20

APPENDICES:

- A. Certificated Salary Schedule
- B. ~~Blue Cross 3 Tier Plans~~ Health & Welfare Plans
- C. Performance Evaluation Forms
- D. Work Year Calendar

Article 1
Agreement and Term

- 1.1 This Agreement is by and between the Vista del Mar Union School District (hereinafter referred to as the "District") and the Vista del Mar Education Association/CTNNEA (hereinafter referred to as the "Association").
- 1.2 This Agreement is entered into pursuant to the Education Employment Relations Act, Government Code Section 3540 et seq.
- 1.3 This Agreement will remain in effect from July 1, ~~2014~~2021, through June 30, ~~2017~~2023.

Article 2 Recognition

- 2.1 The District recognizes the Association as the exclusive negotiating representative for all full-time and regular part-time certificated classroom teachers, temporary teachers and--librarians. Bargaining unit members will be referred to in this Agreement as "teachers."
- 2.2 The bargaining unit will exclude short and long-term substitutes, management, supervisory, classified, and confidential employees.

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Article 3 Grievance Procedure

3.1 Definitions:

3.1.1 A grievance is defined as an allegation, misinterpretation of any of the provisions of this Agreement.

3.1.2 A grievant is defined as any member or group of members of the unit of employees exclusively represented by the Association and/or the Association itself.

3.1.3 A "day" is defined as any day when school is in session and teachers are required to perform contractual duties.

3.2 Informal Level: An attempt will be made to settle grievances as quickly and as informally as possible. Before filing a formal written grievance under Level I, the grievant will meet with the immediate supervisor to attempt to resolve the grievance informally.

3.3 Level I:

3.3.1 In the event the grievance is not resolved at the informal level, the grievant must file a written grievance with the immediate supervisor within 20 days of the time the grievant reasonably should have known of the act or omission. The written grievance must identify the section(s) of this Agreement alleged to have been violated, a specific statement setting forth the rationale for the alleged grievance and the remedy sought.

3.3.2 Within 20 days, the grievant will receive a written response to the grievance from the immediate supervisor. If the response is not provided by the supervisor or if the response is deemed unsatisfactory by the grievant, the grievance may be advanced to the next level of the grievance procedure.

3.3.3 During Level I, either the Association or the District may request a conference to discuss the pending grievance.

3.4 Level II Mediation:

3.4.1 If the grievant is dissatisfied with the decision of the

immediate supervisor or the 20 days have lapsed without a response, the grievant may within 10 days appeal the grievance to Level II.

- 3.4.2 The mediator will be selected by mutual agreement of the parties and will attempt to facilitate resolution of the grievance. No proposed resolution made by either party will be presidential or pertinent in the future steps of the grievance procedure.
- 3.5 Level III: If the grievance is denied at Level II, an appeal may be made to either the school board or to arbitration as set forth below. The selection of one option shall preclude the availability of the other.
- 3.5.1 School Board Appeal Option. The grievant may appeal the decision of the Superintendent to the District Board of Trustees within ten (10) days of the Level II denial. The District Board of Trustees shall hold a hearing on the matter and make the final determination on the grievance.
- 3.5.2 Arbitration Option 2. The grievant may request the Association to submit the issue to arbitration. The request must be made in writing, with a copy to the District, within ten (10) days of the Level II denial.
- a. The Association, by written notice to the District within twenty (20) days of the request by the grievant, may submit the grievance to arbitration under the provisions of the Voluntary Labor Arbitration Rules of the American Arbitration Association.
 - b. If the question of arbitrability arises, the question shall be ruled upon before the arbitrator rules on the merits of the grievance.
 - c. After a hearing on the merits of the grievance, the arbitrator shall render a prompt decision in writing which set forth findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator's decision shall be limited to the specific items of this Agreement. The arbitrator shall not add to, subtract from, modify, or amend any provisions or procedures contained herein. The arbitrator is empowered to include in any award restitution, financial reimbursement, or other proper remedy except

monetary damages or penalties. The decision of the arbitrator will be final.

- d. Costs for the services of the arbitrator, including but not limited to per diem expenses, travel, and reasonable subsistence expenses, and the cost of any hearing room and court reporter, if any, shall be borne by the party incurring them.

3.6 General Provisions:

- 3.6.1 Since it is important that grievances be processed as rapidly as possible, time limits are specified at each level. The limits, however, may be extended by mutual agreement. A decision rendered at any step in these procedures becomes final and the grievance is deemed resolved unless appealed to the next level within the time limit specified.
- 3.6.2 A grievant will have the right to be represented by the Association or any person of his/her choice at any and all levels of the grievance procedure up to Level II.

Article 4 Salary

4.1 Salary Schedules:

- 4.1.1 The Certificated Salary Schedule is attached hereto as Appendix A. Effective July 1, 2022~~14~~, the salaries shown in the Certificated Salary Schedule ~~have been~~will be increased by five (5.0) percent. Effective July 1, 201~~5~~23, the salary schedule is replaced with the new Salary Schedule Attached as Appendix B. ~~the salaries shown in the Certificated Salary Schedule will be increased by three (3) percent. Effective July 1, 2016, the salaries shown in the Certificated Salary Schedule will be increased by two (2) percent.~~
- 4.1.2 Units for advancement may be college/university units and will be calculated on the semester basis and in all cases require the prior approval of the Superintendent. Quarter units will be assessed at 2/3 a semester unit. Notification of receipt of unit credit (along with official college/university transcripts) will be provided to the District by October 1 in order to receive salary credit for that school year.
- 4.1.3 The District's Professional Growth Policy requires teachers to complete eight professional growth credits within a five-year period in order to maintain step advancement on the certificated salary schedule. A credit is defined as fifteen hours of documented work/attendance. University units may be used in place of credits to satisfy this requirement. The Superintendent may allow credit with prior approval for professional activities at his/her discretion.
- 4.1.4 All units/credits require the prior approval of the Superintendent. If a unit/credit is denied, the teacher may seek approval from the Professional Growth Committee, consisting of two Board members, and two teacher representatives.
- 4.1.5 The Superintendent will designate one or two teachers each year to act as the Teacher-In-Charge. The Teacher-In-Charge will assume the responsibilities of the Superintendent/Principal when so assigned by the Superintendent. A total annual stipend of \$2,000 will be paid to the Teacher-In-Charge or may be shared proportionately if two teachers share the duties.

Stipends for doctorate and master's degrees will be as follows:

Master's: \$500.00 Per Year
Doctorate: \$700.00 Per Year

4.1.6 Stipends of \$500 will be paid for extra-duty assignments as follows:

Volleyball per team
Basketball per team
Yearbook per year
ASB Director per year

4.1.7 A stipend of \$600 per year will be paid to the chief gardener.

4.1.8 A stipend of \$1,000 per year will be paid to the Athletic Director.

4.1.9 Teachers who accompany students on overnight trips will receive the equivalent of substitute pay per night.

Article 5
Health and Welfare Benefits

5.1 The District will make a contribution in an amount not to exceed \$14,095 towards the increase its contributions to the Health and Welfare benefits of each Certificated Bargaining Unit member. ~~by \$3,000 in 2012-2013, (annual cap of \$12,095) by additional \$1,000 in 2013-2014 (annual cap of \$13,095) and by an additional \$1,000 in 2014-2015 (annual cap of \$14,095). The parties acknowledge and agree that the District's annual contributions are at the foregoing levels.~~ Health and welfare benefit costs in excess of the annual "cap" shall be borne by the teacher unit member.

~~a. The District's contribution for 2012-2013 shall be retroactive to July 1, 2012. The parties acknowledge and agree that District's health and welfare benefits contributions are capped at the foregoing levels and shall not be reopened during the term of this Agreement.~~

~~b. Those employees whose health insurance cost falls below \$12,095 in 2012-2013 (the new total District contribution) may capture the difference between the health insurance cost and the District contribution as either a Tax Sheltered Annuity (the current practice for those who take payment in lieu of benefits) or cash compensation (off schedule).~~

~~c. Those employees whose health insurance cost falls below \$13,095 in 2013-2014 (the new total District contribution) may capture the difference between the health insurance cost and the District contribution as either a Tax Sheltered Annuity (the current practice for those who take payment in lieu of benefits) or as cash compensation (off schedule).~~

~~d. Those employees whose health insurance cost falls below \$14,095 in 2014-2015 (the new total District contribution) may capture the difference between the health insurance cost and the District contribution as either a Tax Sheltered Annuity (the current practice for those who take payment in lieu of benefits) or as cash compensation (off schedule).~~

5.1.1 Any part-time teacher working at least fifty percent of a full-time assignment will be eligible for voluntary participation in District health benefits, subject to any limitations or restrictions imposed by the specified health benefit provider. The District will provide ~~properly~~ the pro rata contribution for each part-time teacher who elects to participate in the

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District benefit program. Part-time teachers may elect to use the pro rata amount of the District's **contribution to** purchase **H**health insurance benefits through a provider approved by the District and the Association. The pro-rata amount will be determined by the percentage of the employee's assignment compared to the annual District contribution or "cap", whichever is lower. Employees whose assignment is less than 50% of a full-time assignment will receive a pro-rata contribution based upon the **H**health and **W**welfare Benefit package contribution for the applicable school year ~~(2010-2011)~~ to be used for the purchase of **H**health and **W**welfare medical, dental and vision benefits similar to those provided by the District.

- 5.1.2 ~~Any certificated employee who chooses to forfeit benefits will be entitled to 50% of their allotted amount paid into an annuity program of their choice as long as their choice is sponsored by the Santa Barbara County Office of Education. The District shall provide written information to new hires regarding the option for annuity in lieu of health benefits.~~

Health Insurance: The Employer will provide medical Insurance for each teacher, spouse, and eligible dependent(s). The District shall offer the health plans reflected in Appendix BC to this Agreement. Each year, the District shall review plan options to determine if changes are appropriate.

~~5.1.2.1 Effective October 1, 2012, the employee may choose one of the three Blue Cross 3 Tier plans outlined in Appendix B. Options include plans and coverage for medical, dental, vision, mental, prescription drugs, and term life.~~ The District will also provide \$1,000 for orthodontia for participating employees and eligible dependents beyond the benefit of the Dental plan. The \$1,000 contribution will be prorated for participating part-time employees.

~~Effective on or before October 1, 2010,~~ The Employer will also make available for all eligible teachers and IRC 125 plan administered by AFLAC or other like company.

- 5.3 Teachers will be enrolled in insurance programs on the first day of the month following the date of employment. Benefit coverage will terminate on the last day of the month following the termination date. Teachers who complete the school year will be entitled to

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benefits through September 30 of the following school year or until coverage is provided in another school district or another employer, whichever occurs first.

- 5.4 The parties recognize that the provisions of the Consolidated Omnibus Budget Reduction Act of 1985 (COBRA) are applicable to teachers. As such, teachers are governed by the rights and responsibilities set forth in the law.

Article 6 Hours/Work Year

- 6.1 The work year will be 185 contract days. One hundred eighty (180) of these days are to be teaching days. Teachers will be provided with one full day prior to the beginning of the fall term each year for class preparation without District meetings. Teachers who have been involuntarily reassigned to a different grade level or room from previous year, will be allowed four working days prior to the beginning of the fall term for preparation without District meetings.
- 6.2 The length of the working day for teachers will be seven (7) hours, including a period of thirty (30) minutes prior to the student instructional day.
- 6.3 General faculty meetings will be limited to one (1) per week after school. The duration of these general faculty meetings will not normally extend beyond 3:15 pm. In the event that the Superintendent anticipates that a faculty meeting will extend beyond 3:15 pm, he/she will provide at least forty-eight hour prior notice to the faculty.
- 6.4 The District will negotiate with the Association in establishing the work year calendar which will be attached here as an appendix.
- 6.5 Each full-time Certificated member shall have four (4) planning periods per week (planning periods are presently 46 minutes).

Article 7 Concerted Activities

- 7.1 The Association, its officers and teachers within the bargaining unit represented by the Association, agree not to engage in a strike, work stoppage, walk-out, slowdown, picketing during work hours, or refusal or failure to perform normal and established job functions or responsibilities during the term of this Agreement.

- 7.2 In the event concerted activities occur during the term of this Agreement, the District agrees not to lock out any teachers who are not in violation of this Agreement.

Article 8
Savings

- 8.1 If any provision of this Agreement is held by a court of competent jurisdiction or by legislative action to be contrary to law, all other provisions will continue in effect. In such event either party may demand the reopening of negotiations of that specific provision with the object of rights/benefits contained therein.

Article 9
Association and Unit Member Rights

- 9.1 During the term of this Agreement, the District will not modify terms and conditions of employment as defined by PERB.
- 9.2 Any termination of a unit member for lack of funds will be undertaken pursuant to California Education Code Section 44955.
- 9.3 A unit member may rescind a resignation any time before Board action on the resignation is taken.
- 9.4 Before seeking a waiver of state or federal law or regulations the District will provide such request for waiver to the Association and seek approval of the Association.
- 9.5 The District may grant Sabbatical Leaves pursuant to Sections 44966 through 44974 of the Education Code.

Article 10 Complaints Against Teachers

- 10.1 Any complaint against a teacher must first be referred to the teacher to attempt resolution and be communicated to the teacher in verbal or written form by the Site Administrator or by the complainant. If appropriate, the Site Administrator will refer the complainant to the teacher for resolution or the Administrator will chair a conference between the complainant and teacher to pursue resolution. Failing resolution, any complaint against a teacher must be placed in writing if the complaining party desires the District to consider any formal action against the teacher. Written complaints against the teacher will be brought to the teacher's attention within five (5) days of receipt except, when prohibited by law, or when a third-party investigation is necessary. In the event that an investigation is required in order to ascertain the facts of the matter, the discussion with the teacher will take place five (5) days after the receipt of the investigative report by the Superintendent or designee and will be considered by the Superintendent for inclusion in the personnel file.
- 10.2 At the request of either party, and on a case by case basis, the superintendent/principal will attempt to hold a meeting between the complaining person and the teacher prior to the placement of the complaint in the personnel file.
- 10.3 A teacher, on request, is entitled to representation in the meeting. The teacher will be informed of the right to be accompanied at the discussion by a representative. If the teacher elects not to be represented by an Association representative, the teacher will sign a statement to that effect.
- 10.4 If management determines that the complaint is substantiated and will be included in the teacher's personnel file, management will attach a summary of its own findings. The teacher will be notified of the pending placement in the personnel file and will be allowed to file a written response.
- 10.5 If the teacher disputes the complaint, the teacher may request a hearing with the superintendent whose decision will be final or the Association may initiate the grievance process at the conciliation/arbitration step.
- 10.6 All information or proceedings regarding any complaint will be treated by the District as confidential.
- 10.7 These provisions do not apply to any written communication concerning any investigation done by law enforcement when the

District has been requested in writing by law enforcement not to inform the teacher of the investigation.

Article 11 Summer School

- 11.1 The summer school rate of pay will be \$30.00 per hour with an additional work hour for preparation for five hours of work per day.
- 11.2 The summer school session will be at least four weeks.
- 11.3 Current teachers will be given first consideration based on program needs.
- 11.4 The Director of summer school will receive an additional stipend of \$600.
- 11.5 The provisions of this Article may be modified by State mandates.

Article 12
Completion of Meeting and Negotiations

12.1 The Association and District may amend this Agreement by mutual agreement.

~~12.2 The Association and District will reopen negotiations related to the possible effects of any funding law changes with regard to STRS contributions by the state.~~

Article 13 Evaluation Procedures

13.1 The purpose of the Performance Evaluation is to improve instruction.

13.2 Performance Evaluations will be conducted by an administrator approved by the Board of Education. Performance Evaluations will be documented on a copy of the form attached here as Appendix C.

13.3 Performance Evaluations will be based on the following:

13.3.1 The progress of students toward the Board's established standards of expected student achievement;

13.3.2 The instructional techniques and strategies used by the teacher;

13.3.3 The teacher's adherence to curricular objectives; and.

13.3.4 The establishment of a suitable learning environment within the scope of the teacher's responsibility.

13.4 Each teacher will be evaluated in writing using the Performance Evaluation form each school year in accordance with the Education Code Section 44663 (a) time- lines. The completed Performance Evaluation form will be given to the teacher at a Performance Evaluation conference. Following the conference, the teacher may attach a written statement to the completed Performance Evaluation form.

13.5 The teacher will sign and receive a copy of the completed Performance Evaluation form. Signing by the teacher will indicate only receipt of the form and will not imply that the teacher agrees with the ratings or comments it may contain.

13.6 The evaluation of a teacher will not include:

13.6.1 Standardized achievement test results;

13.6.2 Achievement of objectives stated in Special Education IEP's (except Special Education teachers); and

13.6.3 Self-evaluation; 13.6.4-Peer evaluation.

13.7 The District will not take adverse action against a teacher based upon that teacher's instructional performance using Performance Evaluation materials which are not contained in the teacher's personnel file.

13.8 There will be a single personnel file for each teacher. A teacher's personnel file -- will be kept in the central administrative office of the District. Maintenance of teacher personnel files will be governed by California Education Code Section 44031.

13.9 Information of a derogatory nature will not be entered or filed unless and until the teacher is given an opportunity to review and comment thereon. A teacher has the right to enter, and have attached to any derogatory statement, the teacher's own comments or response. Any review, and any preparation of comments or responses to the material or statement, will take place during normal business hours, as long as it does not interfere with the teacher's assigned duties.

13.10 Derogatory information/materials which are false or are based on hearsay will not be placed in a teacher's file.

13.11 All material in a teacher's file will be dated and signed by the person who caused the material to be prepared.

13.12 The Performance Evaluation Form will be developed mutually.

13.13 Only alleged violations of the above evaluation procedure may be grieved. The subjective opinions and conclusions of the evaluator are not grievable.

Article 14 Management Rights

14.1 It is understood and agreed that the District retains all of its power and authority to direct and manage to the full extent of the law. Included in, but not limited to, those duties and powers are the right to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the level, means, and kinds of services to be provided; establish its education policies, goals, and objectives; ensure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; contract out work or transfer work out of the unit subject to the limitations set forth in 14.2 of this Article; maintain the efficiency of employer operations; determine the curriculum; build, move, or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; and take action on any matter in the event of an emergency. In addition, the District retains the right to hire, classify, assign, evaluate, promote, terminate, and discipline employees. However, no employee will be reprimanded, disciplined, reassigned, transferred, reduced in rank, terminated or reduced in privilege without just cause and due process. Discipline will be pursuant to the principles of progressive discipline and will not be arbitrary and capricious.

14.2 With the exception of Summer School, before implementing any decision to contract out work or to transfer work out of the unit, the District will notify the Association, and upon request, negotiate the impact of such decision on employees' terms and conditions of employment, to the extent such terms and conditions are within the scope of representation. Absent mutual agreement to the contrary, no work will be contracted out of the unit nor will work be transferred out of the unit except in cases of emergencies where no other feasible and practical solution is available. Nothing in this provision will be interpreted as restricting the District from creating, eliminating, or modifying existing or anticipated classes or programs pursuant to the provisions of the California Education Code.

14.3 The exercise of the foregoing powers, right, 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, will be limited only by law and by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the law.

RATIFIED AND ACCEPTED

By his/her signature below, each representative certifies that he/she is the authorized representative of his principal, and that all actions necessary for the principal to ratify and accept this document as a binding and bilateral agreement have been completed in the manner required by that party and by law.

VISTA DEL MAR UNION
SCHOOL DISTRICT
ASSOCIATION/CTA/NEA

VISTA DEL MAR UNION
FACULTY

Nicole Jones
President, Board of Education

Andrew Oman
California Teachers Association

Ryan Harrington
Clerk, Board of Education

Bruce Robertson
Vista Del Mar Union Teacher

Dr. Lois M. Peterson
Superintendent/Principal

Yuri Calderon
Chief Business Officer & Legal Counsel

Date: _____

Date: _____