

# **CONTRACT**

Between

## **VACAVILLE UNIFIED SCHOOL DISTRICT**

751 School Street  
Vacaville, California 95688

AND

## **VACAVILLE TEACHERS ASSOCIATION/CTA/NEA**

P.O. Box 6871  
Vacaville, California 95696



**JULY 1, 2008**

**to**

**JUNE 30, 2011**

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## **ARTICLE 1 - AGREEMENT**

- 1.1 This Agreement is made and entered into by and between the Board of Education of the Vacaville Unified School District, which together with its administrative staff and representatives shall be referred to in this Agreement as the "District" and the Vacaville Teachers' Association, CTA/NEA, the certificated employees' exclusive representative, which together with its officers and representatives shall be referred to in this Agreement as the "Association."
- 1.2 This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code which shall be referred to as the "EERA."
- 1.3 Any individual contract between the District and a unit member shall be subject to and consistent with the terms and conditions of this Agreement.
- 1.4 This Agreement shall supersede any rules, regulations or practices of the Board which are contrary to its terms.
- 1.5 The provisions of this Agreement shall not be interpreted or applied in a manner which is arbitrary, capricious or discriminatory. Rules, which are designated to implement this Agreement, shall be uniform in application and effect.

## **ARTICLE 2 - RECOGNITION**

- 2.1 The Board recognizes the Association as the exclusive representative of all certificated employees, excluding the superintendent, deputy superintendents, assistant superintendents, administrative assistant, directors, principals, assistant principals, deans, coordinator of special projects, and short and long term substitutes serving less than one semester in a given position.
- 2.2 Any employee included in the unit will hereinafter be referred to as "bargaining unit member," "unit member," or "teacher" except as referred to in Article 4, paragraph 4.3.

## **ARTICLE 3 - WAGES**

- 3.1 Salary Schedules
  - 3.1.1 The salary schedules and salary classification requirements of all unit members are set forth in Appendix A, attached. Unit members covered by the salary schedules include the following job positions:
    - 3.1.1.1 Classroom teacher
    - 3.1.1.2 Counselors
    - 3.1.1.3 Coordinators
    - 3.1.1.4 Nurses
    - 3.1.1.5 Librarians
    - 3.1.1.6 Program Specialists
    - 3.1.1.7 Psychologists
    - 3.1.1.8 Digital Technology Coordinator
    - 3.1.1.9 Digital Technology Specialist

- 3.1.1.10 Speech Therapist
- 3.1.1.11 Content Area Specialist
- 3.1.1.12 Community Day Specialist

The following goes into effect July 1, 2010 and sunsets June 30, 2011.

There shall be a temporary reduction of all Schedule K stipends (chart matrix only) by twenty five percent (25%).

Schedule K stipends return to previous contract amounts July 1, 2011.

3.1.2 Direct Deposit

The District will provide direct deposit for unit members in an Electronic Transfer Fund Program.

3.1.2.1 Unit members hired after January 1, 2007 shall be enrolled in an Electronic Fund Transfer (EFT) program (automatic paycheck deposit).

3.2 Exceptional Service

3.2.1 All unit members who serve other than the required number of days set forth in Article 4 for their job classification shall receive salary which is not less than that which bears the same ratio to the established annual salary for their position as the number of days they serve bears to the number of working days required for their job classification.

3.2.2 Unit members serving additional hours beyond their contractual obligation as specified in Article 4 other than Adult Education instructors shall be paid at the rate, or receive compensation time, established in Appendix A, Section K.

3.2.3 Additional service under this article shall be covered by the provisions of Article 7.9.

3.2.4 Psychologists may, upon verification of extra hours worked beyond the contracted workday, qualify for compensatory time off from their respective duties if:

3.2.4.1 the Psychologist obtains, when possible, prior approval of his or her supervisor to work the extra hours, or

3.2.4.2 The Psychologist is required by his or her supervisor to work extra hours and the extra hours worked are devoted to completing one's regular daily duties, as opposed to adjunct duties and other required meetings as per the contract between the District and the Vacaville Teachers' Association.

3.2.4.3 Compensatory time shall be earned at the rate of one hour for each extra hour worked. Compensatory time accrued shall not be utilized in blocks of time greater than two (2) workdays. Compensatory time off shall be scheduled at a time mutually acceptable to the Psychologist and his or her supervisor. Compensatory time off shall be taken prior to the end of the school year during which it was earned.

3.3 One Semester/Half Salary

Notwithstanding paragraph 3.2 above, unit members who serve for one full school semester shall receive not less than one-half (1/2) of the annual salary for their position.

3.4 Payroll Period

3.4.1 The payroll period shall be defined as monthly. Unit members may elect to be paid on a ten (10) or twelve (12) month basis.

- 3.4.1.1 Payment shall be made on the last day of the month unless the last day of the month is a Saturday or Sunday; under such circumstance, payment shall be made on the last Friday of the month.
- 3.4.1.2 Payment in December shall be made on the last teaching day of the month.
- 3.4.1.3 Unit members electing to be paid on a ten (10) month basis shall be paid beginning in September and ending in June.
- 3.4.1.4 Unit members electing to be paid on a twelve (12) month basis shall be paid beginning in July and ending in June.
- 3.4.1.5 A Unit member leaving District employment and having received salary payment shall be required to reimburse the District the prorated salary amount for which the unit member has not rendered service.

### 3.5 General Provisions

- 3.5.1 Unit members employed shall hold an appropriate credential authorizing the service for which they are employed.
- 3.5.2 Each unit member will be allowed to accumulate in-service credit points for the purpose of advancement on the salary schedule in accordance with established definitions, rules and procedures of District policy (BP 4251).
- 3.5.3 Credit for service outside the District shall be granted on the salary schedule at the rate of one (1) increment (step) for one (1) year of service up to a maximum of 12 steps. Private school experience for step increment on the salary schedule shall be accepted, providing the private school was state accredited and the unit member in question held a valid credential at the time of the teaching experience. Earned degrees received and units of study in an accredited institution of higher learning shall be allowed for initial placement and subsequent horizontal movement on the salary schedule. Units of study for professional growth shall also be counted for horizontal movement on the salary schedule. In no case will any unit member be given credit for more years of experience than the actual number of years they have taught. Out of district experience in public or private schools, within the last fifteen (15) years, on similar level will be acceptable.
  - 3.5.3.1 Courses that are deemed by a college or university to be applicable to a graduate degree and that were completed prior to completion of and were not included in the attainment of the Bachelor's Degree, shall be accepted for salary placement as though they had been completed subsequent to the granting of the Bachelor's Degree. Such conditions must be verified through official transcripts or other suitable proof.
  - 3.5.3.2 Former unit members who are rehired to District service shall be granted full District service credit on the salary schedule.
  - 3.5.3.3 Unit members whose initial employment with the District was in programs conducted under contract with public or private agencies or other categorically funded projects, and then were subsequently employed as probationary unit members with no break in service, shall be credited with the time served in the specifically funded program for salary schedule placement and advancement purposes.
  - 3.5.3.4 Unit members who have been employed in the regular educational program of the District as probationary or permanent employees before being subsequently assigned to programs conducted under contract with public or private agencies or other categorically funded projects shall be entitled to continue vertical advancement on the salary schedule for each year of service while assigned to such restricted programs.
- 3.5.4 Maximum advancement in Class I is Step 4, Class II is Step 7, Class III is Step 11, Class IV is Step 12, Class V is Step 12, and Class VI is Step 12. Complete transcripts of records

and verification of previous teaching experience will be necessary for placement on the salary schedule.

3.5.5 Course credit for salary placement and movement on the salary schedule shall be given for post-graduate, lower division, upper division or graduate course work taken at two-year or four-year colleges, universities, or graduate schools which are accredited by a regional accrediting commission or other programs approved by the District

If credit for a lower division course is desired, justification must be provided showing the actual need for such a course either as a prerequisite or to fulfill a professional responsibility of the unit member.

Units of study for professional growth and district in-service (professional development) shall also be counted for salary placement and movement on the salary schedule including Continuing Education Units (CEU's) granted for attending professional development programs. Semester hours (units) as defined by the particular accredited college or university will be acceptable for placement on the salary schedule.

Quarter hours (units) shall be converted to semester hours (units) by multiplying the total of such hours (units) by two-thirds (2/3).

3.5.5.1 Submission of official transcripts for column changes shall be governed pursuant to the following schedule:

3.5.5.1.1 For transcripts submitted between May 1 and August 31, the unit member's salary schedule column changes shall be effective on September 1 and reflected in their September 30 pay warrant

3.5.5.1.2 For transcripts submitted between September 1 and December 31, the unit member's salary schedule column changes shall be effective on January 1 and reflected in their January 31 pay warrant.

3.5.5.1.3 For transcripts submitted between January 1 and April 30, the unit member's salary schedule column changes shall be effective on May 1 and reflected in their May 31 pay warrant.

3.5.6 A teacher must have been on duty and served as a teacher for at least seventy-five percent (75%) of the days school is in session in any year to receive credit for one (1) year of service toward advancement on the salary schedule. Days of leave granted under the provisions of paragraph 6.1 through 6.2.15 shall not be counted as days of service for the above purpose.

3.5.7 Unit members who have completed a year of service in the District and are drafted or recalled to active duty in the Armed Forces shall receive year-for-year vertical advancement on the salary schedule for up to four (4) years.

3.5.8 The District shall provide each unit member by January 1 of each school year a statement of the number of units that the District has on file for them.

3.5.9 Unit members with a Masters Degree in the field of employment shall receive additional salary compensation of 3.1 percent of Class III, Step 3 (schedule A, appendix A), annually, as part of their base salary.

3.5.9.1 Unit members with a Doctorate Degree in the field of employment shall receive an additional salary compensation of 3.1 percent of Class III, Step 3 (schedule A, appendix A), annually, as part of their base salary.

### 3.6 Special Assignments

3.6.1 "Special assignment duties" means those duties, which are enumerated in Appendix, A, Section K.

3.6.2 Special assignment duties shall be voluntary and at the rates specified in Appendix A, Section K.

### 3.7 Extra Duty Pay

3.7.1 Participation in programs beyond the regular duty day shall be voluntary and paid in accordance with the title of the activity and positions listed in Appendix A, Section K of this Agreement.

3.7.2 The positions shall be posted and awarded to the most qualified applicant. All such positions shall be opened to unit members on site before being opened to other unit members in the District and before they are opened to people outside the unit.

3.7.3 Coaches may voluntarily split their stipend with another coach(es) with the approval of the Athletic Director and site administrator. The agreement must be submitted in writing by the coaches, approved and signed by all concerned parties.

### 3.8 Hourly Rate of Pay shall be as delineated in Appendix A.

3.8.1 Participation in instructional or hourly co-curricular programs beyond the regular workday shall be voluntary. Some examples are: Adult School, Home Teaching, Home Hospital, Substitution, Administrative Detention, Supervision of After School Events (excluding assigned adjunct duties), supplemental instructional programs including but not limited to before or after school tutoring, Saturday classes, any remediation classes or programs which occur outside the duty day. Unit members shall be compensated at the hourly rate of pay as delineated in Appendix A, or receive compensation time, for each hour or any part thereof of such work performed.

3.8.2 All such positions shall be opened to unit members before they are offered to people outside the unit.

3.8.3 Unit members performing instructional or co-curricular work, required by law and approved by administration, beyond the duty year shall be paid a daily rate of pay (member's salary divided by number regular year contract days) for all such work performed.

3.8.4 Intervention programs that occur outside of the duty day shall have a minimum of fifteen (15) students per class and a maximum of twenty (20) students per class.

3.8.4.1 No compensation will be given for preparation time. Intervention teachers shall be compensated at a rate of \$35 per instructional hour.

3.8.4.2 School sites may decide to decrease the minimum requirement of fifteen (15) students per class, provided that the school site agrees to pay the increased costs from appropriate school site funds.

3.8.4.3 The intervention program(s) shall not replace or reduce the number of unit members or number of sections offered during the regular instructional day.

### 3.9 Summer School

3.9.1 Unit members working Summer School shall be paid at the rate of \$140 per day for four (4) hours of instructional time. The duty day shall not exceed four and one-half hours (4.5) hours.

The following article goes into effect June 14, 2010 and sunsets August 1, 2010.

3.9.2 Elementary class size shall average thirty (30) students with a cap of thirty-two (32) students, within five (5) instructional days.

Previous contract language below shall be in effect August 2, 2010.

- 3.9.2 Elementary class size shall average twenty (20) students with a cap of twenty-two (22) students, within five (5) instructional days.
- 3.9.3 Secondary class size shall average thirty (30) students with a cap of thirty-six (36) students, within five (5) instructional days.
- 3.10 The District will pay unit members a one-time stipend for a Cross Cultural, Language and Academic Development Certificate (CLAD), Bilingual, Cross Cultural, Language and Academic Development (BCLAD) Certificate, California Teacher of English Learners (CTEL) Certificate, SB 395, or AB 2913 Certificate. The stipend will be paid only under the following conditions:
  - 3.10.1 The certificate was earned by examination or coursework after the initial hire date.
  - 3.10.2 The certificate was not earned as part of a college or university program leading to an initial Preliminary or Professional Clear Credential.
  - 3.10.3 The document has been issued.
  - 3.10.4 The one time stipend will be in the amounts of:
    - 3.10.4.1 \$325 for CLAD, CTET, or BCLAD
    - 3.10.4.2 \$150 for SB 395 or AB 2913
  - 3.10.5 The District will reimburse up to a total of \$500 toward the cost of the training for the certificate if:
    - 3.10.5.1 The training was after the unit member's initial hire date.
    - 3.10.5.2 The training was not associated with a program leading to a credential.
    - 3.10.5.3 Evidence of completion of course and test is provided.
  - 3.10.6 The District agrees to encourage unit members to obtain these certifications by paying the actual costs up to \$500 for one of the following: CLAD, BCLAD, CTET, SB 395, or AB 2913 training leading to certification. The training must be done outside of normal working hours.
- 3.11 Unit members attending District approved staff development during off duty time shall be compensated the amount of one hundred thirty dollars (\$130) per day. This stipend must be administrator approved.
- 3.12 Mileage Reimbursement

Unit members shall be reimbursed for their mileage for travel to each additional work site assigned to them on the same work day. Unit members who are provided a District vehicle for work purposes shall not be reimbursed.

  - 3.12.1 The mileage stipend reimbursement shall be determined annually using the I.R.S. mileage rate in effect on July 1<sup>st</sup> of each school year.
  - 3.12.2 Reimbursement shall be a monthly stipend for Psychologists, Nurses, Program Specialists, Content Area Specialists, and other specialized positions. The stipend amount shall be determined by collaboration between the unit member, their supervisor, and the Human Resources Department.
  - 3.12.3 All other unit members assigned to multiple sites shall receive a monthly stipend determined by using a three (3) mile rate. This stipend amount shall take into account the daily miles driven, the number of days driven, and the I.R.S. mileage rate.
  - 3.12.4 The Chief Human Resources Officer shall review the stipend reimbursement allocation annually with the VTA President prior to September 1<sup>st</sup> of each school year.

3.12.5 Unit members shall be notified of the total stipend amount by September 1<sup>st</sup> of each school year.

**ARTICLE 4 - HOURS OF EMPLOYMENT**

4.1 Duty Day

4.1.1 The principal or immediate supervisor shall set the schedule of the duty day. The length of the duty day, exclusive of the lunch period, for unit members shall be as follows:

4.1.1.1	Classroom teacher	6.5 hours
4.1.1.2	Counselors	7.0 hours
4.1.1.3	Coordinators	7.0 hours
4.1.1.4	Nurses	6.5 hours
4.1.1.5	Librarians	6.5 hours
4.1.1.6	Program Specialists	7.0 hours
4.1.1.7	Psychologists	7.5 hours
4.1.1.8	Digital Technology Coordinator	7.0 hours
4.1.1.9	Digital Technology Specialist	6.5 hours
4.1.1.10	Speech Therapist	6.5 hours
4.1.1.11	Content Area Specialist	6.5 hours
4.1.1.12	Community Day Specialist	7.5 hours

4.1.2 The awarding of a contract in excess of one hundred percent (100%) for regularly scheduled classes during the normal school day shall not be done unless the position is advertised to all those fully qualified for such position at the site.

- 4.1.2.1 Site and district administration shall employ all reasonable alternatives to avoid the use of such a contract and shall notify the Association when reasonable alternatives seem not to be possible or feasible.
- 4.1.2.2 If such instances occur, the additional compensation shall be equivalent to one-fifth (1/5th) of the individual's base salary (including longevity, masters, doctorate, etc.) and shall be added to the unit member's regular monthly pay warrant. In addition, personal leave shall increase proportionally.

4.1.3 The unit member duty day shall end thirty (30) minutes following the close of the student instructional day on the Friday of the week during which the following events are scheduled:

- 4.1.3.1 Parent conferences at the secondary level only.
- 4.1.3.2 The last school day preceding Winter break.
- 4.1.3.3 On days when unit members are required to return for Open House or Back-to-School Night, or similar event, there shall be a minimum day that day(s) (or the Friday that week) with unit members being permitted to leave school at the end of the pupil instructional day.

- 4.1.4 Secondary Preparation/Planning: Middle school and high school teachers shall have ten (10) unassigned periods every ten (10) school days set aside for preparation and planning.
- 4.1.4.1 Secondary school principals, or their designee, shall not assign more than three (3) preparations per unit member during any one (1) semester unless this provision is waived with the mutual consent of the unit member and site administrator.
- 4.1.4.2 In the case of a small program, i.e., Country High School, any Charter School, Alternate Education Programs, Community Day Class, etc., exception may be made with the mutual consent of the unit member and the site administrator.
- 4.1.5 Elementary Preparation/Planning: Each unit member shall have thirty (30) consecutive minutes daily for preparation and planning plus an additional thirty (30) consecutive minutes per day for each of one hundred forty (140) duty days. The schedule assigning preparation and planning time shall be prepared in writing and a copy presented to the unit member and/or posted. Elementary schools adopting a schedule calling for one shortened day per week may satisfy the requirements for the daily thirty (30) minute preparation and planning period by accumulating one-hundred fifty (150) minutes per week (an average of thirty minutes per day). Reasonable effort shall be made to insure that the time scheduled on a given day will be not less than fifteen (15) minutes.
- 4.1.5.1 Each full time unit member assigned to a non-combination Kindergarten class shall have forty-five (45) consecutive minutes of preparation per day and shall support and assist in other (primary grade – Education Code 46118) classrooms with small groups of students for the remainder of the instructional day. The site administrator and the involved Kindergarten unit member(s) shall meet and confer to determine said unit member’s placement based upon school and students’ needs and the unit member’s expertise.
- 4.1.5.2 Each full time unit member assigned to grades 1, 2, or 3 shall be provided forty-five (45) consecutive minutes every week of preparation time during the instructional day; and an additional forty-five (45) consecutive minutes of preparation time every other week during the instructional day. Reasonable effort will be made to ensure that unit members in grades 1, 2, or 3 do not have Monday prep in consecutive years.
- 4.1.5.2.1 If class size reduction is eliminated in grades 1, 2, or 3, then that (eliminated) grade level shall be provided two forty-five (45) minute preparation periods per week and an additional forty-five (45) minutes of preparation time every other week, during the instructional day. If CSR were to be restored in the grade eliminated, then that grade level unit members’ preps shall revert to the same configuration of prep time as stated in 4.1.5.2.
- 4.1.5.3 Each full time unit member assigned to grades 4-6 shall be provided one hundred thirty-five (135) minutes per week of preparation time during the student day. Reasonable effort will be made to ensure that unit members assigned grades 4-6 do not have Monday prep in consecutive years.
- 4.1.5.4 In addition to the above, each full time unit member in grades K-6 assigned to teach a combination class will receive thirty (30) minutes of additional preparation time per week during the student day.

- 4.1.5.5 Unit members assigned to Sheltered English Immersion, Spanish Immersion, and designated Bilingual classes, grades 1-6 shall receive thirty (30) minutes additional preparation time per week.
- 4.1.5.6 Elementary Preparation Release Teachers shall be provided three (3) forty-five (45) minute preparation periods per week during the student day.

4.1.6 Adjunct duties

4.1.6.1 A duty may be considered adjunct if it is not assigned equally to all eligible unit members and/or it falls outside the duty day. Eligible unit members include all teachers (except those teachers who serve at three (3) sites or more), counselors, nurses, and librarians. Adjunct duties shall be assigned equitably at each site. Consideration shall include, but not be limited to the following criteria:

- 4.1.6.1.1 The number of students involved
- 4.1.6.1.2 The number and frequency of hours spent on duty
- 4.1.6.1.3 The time the duty occurs
- 4.1.6.1.4 If occurrence is on a non-school day
- 4.1.6.1.5 If release time or co-curriculum class time provided
- 4.1.6.1.6 Community expectation
- 4.1.6.1.7 Fiscal responsibility

Using the above criteria, administration may count an assignment as more than one (1) adjunct duty.

The following article goes into effect July 1, 2010 and sunsets June 30, 2011.

- 4.1.6.2 The schedule of adjunct duties shall be publicized in a timely manner.
  - 4.1.6.2.1 Except for Back-to-School, secondary teachers shall not be required to participate in more than three (3) duties beyond the duty day. Secondary adjunct duties shall not exceed eight (8) hours for the school year.
  - 4.1.6.2.2 Except for Back-to-School and Open House, elementary teachers shall not be required to participate in more than one (1) duty beyond the duty day. The elementary adjunct duty shall not exceed eight (8) hours for the school year.
    - 4.1.6.2.2.1 Due to the nature of their assignment, teachers assigned to combination classes shall not be assigned adjunct duties beyond the duty day other than Back-to-School and Open House.

Previous contract language below shall be in effect July 1, 2011.

- 4.1.6.2 The schedule of adjunct duties shall be publicized in a timely manner. Except for Back-to-School and Open House, teachers shall not be required to participate in more than three (3) adjunct duties beyond the duty day.
- 4.1.6.3 Examples of adjunct duties: Club advisorships; social, music and drama events; administrative detention; special site needs. Regularly

assigned duties such as regularly assigned bus and/or yard duty may be substituted for one or more adjunct duty assignment.

- 4.1.6.4 Service as a representative to VTA Rep Council will constitute one adjunct duty. Limit one per school except YRE may have two if they are on different schedules.
- 4.1.6.5 Unit members shall be afforded an opportunity to sign up for adjunct duties prior to administrative assignment. Adjunct duties, which occur on weekends or holidays, shall be so noted. Adjunct duty assignments, the scheduling of which is within the authority of site administration, may not be rescheduled to a weekend or holiday without reasonable prior notice to the teachers affected.
- 4.1.7 Except in case of emergency, as determined by the site administrator, unit members shall not be required to substitute during their preparation period. A teacher who agrees to substitute shall receive payment based on the preparation period substitute rate or receive compensation time.

The following article goes into effect July 1, 2010 and sunsets June 30, 2011.

- 4.1.8 Multi-site unit members that are assigned by the District to travel between sites during their preparation time shall receive compensation for loss of preparation time. The unit member may choose one of the following methods of compensation:
  - 4.1.8.1 Release from adjunct duty responsibilities;
  - 4.1.8.2 Schedule K hourly rate of pay.

The following article goes into effect July 1, 2010 and sunsets June 30, 2011.

## 4.2 Meetings

- 4.2.1 The District may schedule up to one (1) hour per month of each unit member's time in addition to the regular work time. These meetings shall be adjacent to the duty day and may not exceed one (1) hour. Meetings starting before the end of the duty day shall not continue beyond one (1) hour past the duty day.

This time may be used for:

- 4.2.1.1 Faculty meetings.
- 4.2.1.2 Professional growth/in-service training activities.
- 4.2.1.3 Department/Grade level meetings/Collaborative/planning time. The agenda of these meetings shall be determined by the members of the Department/Grade level.
- 4.2.1.4 Meetings such a WASC accreditation, State and Federal projects (i.e. Site Planning, Title 1, etc.) will be held when required. The length of these meetings shall not exceed four (4) hours per year beyond the duty day.

Previous contract language below shall be in effect July 1, 2011.

## 4.2 Meetings

- 4.2.1 The District may schedule up to three (3) hours per month of each unit member's time in addition to the regular work time. The beginnings of these meetings shall be adjacent to the duty day, must start within thirty (30) minutes of the duty day, and may not exceed one (1) hour past the duty day. Meetings starting before the end of the duty day shall not continue beyond one (1) hour past the duty day. Unit members are compensated for two (2) of the above meeting hours on the salary schedules.

This time may be used for:

4.2.1.1 Faculty meetings.

Faculty meetings may exceed one (1) hour beyond the duty day in case of an emergency. Emergency is defined to mean a sudden unexpected happening, or unforeseen occurrence or condition, or a sudden or unexpected occasion for action and is beyond the control of the District.

4.2.1.2 Professional growth/in-service training activities.

4.2.1.3 Department/Grade level meetings/Collaborative/planning time.

4.2.1.4 Meetings such a WASC accreditation, State and Federal projects (i.e. Site Planning, Title 1, etc.) will be held when required. The length of these meetings shall not exceed twelve (12) hours per year beyond the duty day.

4.2.2 Individualized Educational Plans (I.E.P.)/504 Plans

4.2.2.1 A unit member who is mandated by law to meet with parents/guardians before or after their normal duty day shall be compensated for such additional hours. Written notice and approval for attendance at the meeting shall be given to the unit member by the site administrator, or their designee, at least two (2) days prior to the meeting. If the unit member cannot attend the meeting they will notify the site administrator, or their designee.

4.2.2.1.1 Unit members attending such meetings prior to beginning of their normal duty day shall be compensated for their time from the scheduled start of the meeting to the beginning of their normal duty day.

4.2.2.1.2 Unit members attending such meetings after their normal duty day shall be compensated for their time following the normal duty day until their time is no longer required at the meeting.

4.2.2.1.3 Unit members may choose to be compensated at the hourly teaching rate of pay (delineated in Appendix A-section K), or receive compensation time, for each hour, or any part thereof, for such work performed.

4.2.3 Participation on District Committees

4.2.3.1 Unit member participation on all District committees shall be on a voluntary basis.

4.2.3.2 If the Committee meets during the duty day, unit members shall be granted release time during their workday at no loss of pay or benefits to fulfill the obligations of the appointment.

4.2.4 Individual meetings with parents/guardians.

4.2.4.1 Parents/guardians wishing to meet with their pupil's teacher/counselor will make an appointment with the involved unit member. Meetings held outside the duty day must be with the approval of the unit member.

- 4.2.4.2 With prior approval of the site administrator, the District shall provide a substitute for the unit member if the meeting is to occur during class time.
- 4.2.5 Parent Conferences
- 4.2.5.1 Secondary Conferences shall take place in the 1<sup>st</sup> quarter and be no longer than five (5) hours in length with at most two (2) of those hours outside of the duty day. Compensation for those hours outside of the duty day shall be a minimum day Friday the week of conferences in which the unit members may leave with the students.
- 4.2.6 During a Parent Conference month, meetings and conferences shall not exceed seven (7) additional hours beyond the duty day.

The following article goes into effect July 1, 2010 and sunsets June 30, 2011.

#### 4.3 Work Year

The work year for unit members is as follows:	<u>Returning</u>	<u>New</u>
Teachers, Nurses, Content Area Specialists, Digital Education Specialist, Speech Therapists Community Day Specialists	182 days	184 days
Librarians	186 days	188 days
Elementary & Middle School Head Counselor, High School/Alternative School Counselor, Psychologist	191 days	193 days
High School/Alternative School Head Counselor	193 days	195 days
Elementary & Middle School Counselor, Program Specialist, Coordinators-Writing, Work Experience, Elementary Science, BTSA, CTEI	189 days	191 days
Technology Coordinator	218 days	220 days

Previous contract language below shall be in effect July 1, 2011.

#### 4.3 Work Year

The work year for unit members is as follows:	<u>Returning</u>	<u>New</u>
Teachers, Nurses, Content Area Specialists, Digital Education Specialist, Speech Therapists Community Day Specialists	184 days	186 days
Librarians	188 days	190 days
Elementary & Middle School Head Counselor, High School/Alternative School Counselor, Psychologist	193 days	195 days
High School/Alternative School Head Counselor	195 days	197 days
Elementary & Middle School Counselor, Program Specialist, Coordinators-Writing,		

Work Experience, Elementary Science, BTSA, CTEI	191 days	193 days
Technology Coordinator	220 days	222 days

The following article goes into effect July 1, 2010 and sunsets June 30, 2011.

- 4.3.1 The non-pupil work days of each unit member's contract year shall be limited in their structure. These days shall be unencumbered, except for four (4) hours, to prepare for the upcoming school year and/or completing the responsibilities for ending the school year.
- 4.4 The 2008-09, 2009-2010, and 2010-2011 school year calendars listing all instructional days, non-instructional days, student minimum days, holidays and vacations are included as Appendix B.
- 4.5 Substituting on Prep Time
  - 4.5.1 A unit member may substitute during their preparation period and accumulate compensation time or be paid at the per period sub rate. Each five (5) hours of accumulated comp time may be used for a "comp day(s)", with pay.
  - 4.5.2 In order to request a comp day, the unit member must provide advance notice to their site administrator. The site administrator will promptly review such requests and inform the unit member whether the comp day(s) can be scheduled as requested by the unit member. If the day(s) cannot be scheduled as requested, the site administrator and the unit member will meet to discuss the reasons why the day(s) were not approved and to identify alternate date(s).
  - 4.5.3 No more than two (2) consecutive comp days may be used at any one time. If a comp day(s) are scheduled and there is a substitute teacher shortage, the unit member will be required to report to work, if feasible.
- 4.6 Reduced Services Employment Plan – Half time teaching with full Retirement Credit
  - 4.6.1 STRS regulations shall be followed.
  - 4.6.2 The minimum reduced services part-time employment shall be the equivalent of one-half (1/2) of the number of days of service required by the unit member's contract of employment during their final year of service in a full-time position.
  - 4.6.3 Requirements: A unit member must have reached the age of fifty-five (55) years prior to reduced services employment. The unit member must have been employed full time in a position requiring certification for at least ten (10) years of which the immediately preceding five (5) years were full time employment.
  - 4.6.4 Compensation: A unit member shall be paid a salary, which is one-half of the salary that would have been earned had the unit member not elected to exercise the option of reduced services employment. The unit member's State Teachers Retirement System contribution paid by both the District and the unit member shall be the same as if the unit member taught full time.
  - 4.6.5 Effects on benefits: The District shall provide participating unit members with health and welfare benefits as though they were full time employees.
  - 4.6.6 Request procedures: A unit member shall file application for reduced services with the Personnel Office by April 1 for the following school year.
  - 4.6.7 Return to full time employment: A reduced services unit member may be returned to full time employment only with the mutual consent of the unit member and the District.
  - 4.6.8 Sick leave shall vary directly to the proportion of full-time employment.

## LEGAL REFERENCE

California Education Code Section 44922

### 4.7 Non-Classroom Unit Member Preparation Time

4.7.1 The following positions are considered by the nature of their duties to have preparation time: Counselors, Librarians, Nurses, Psychologists, Reading Specialists, Speech Therapists, Resource Teachers, Bilingual Specialists, Content Area Specialists, Community Day Specialists, and other certificated support personnel. These unit members will schedule their preparation time within their duty day as needed. Therefore, these unit members are not eligible to substitute for teachers during preparation periods.

4.7.2 The above Article does not apply during District declared substitute emergencies. The District Certificated Substitute Shortage Emergency Procedures will be used in emergency situations. The above unit members (in article 4.7.1) shall

4.7.2.1 only substitute for one period/hour per day, and,

4.7.2.2 be compensated for one (1) hour, or receive one (1) hour compensation time.

4.7.3 Three (3) release days will be provided each school year for all Special Day Class teachers. This release time is to be used for assessment and report writing.

## **ARTICLE 5 - HEALTH & WELFARE BENEFITS**

### 5.1 Group Health Plans

Group Medical, Dental, and Vision Insurance Plans will be made available to eligible unit members, spouses, and their dependent children, and other dependents authorized for coverage under the available insurance plans. In order for a unit member to be eligible for group insurance benefits, the unit member must be employed in a position requiring a minimum of fifty percent (50%) contract for at least one semester (Refer to Article 8.3.1.3 for job share).

#### 5.1.1 Duration of Benefits

5.1.1.1 Health benefits end the month following the last month in which the unit member leaves the District, whether by retirement or resignation.

5.1.1.2 The Employer shall provide retirees and their eligible dependents with all of the health and welfare benefits plans provided to unit members.

### 5.2 Joint Health Committee

The District and VTA agree to participate in a joint committee to meet and discuss medical, dental, and vision insurance coverage and premium issues. VTA may appoint up to six (6) members to participate on this committee. Other District employee groups will also be represented on this committee. The District and VTA shall participate in good faith in an effort to find insurance coverage and premium rates acceptable to all employee groups. Any recommendations of the committee will be referred back to the bargaining teams. The committee will make no change in the collective bargaining agreement. If no agreement is reached to change insurance plans, then the plans previously established in the most recent collective bargaining agreement will be offered to the units members.

### 5.3 District Contribution Level

5.3.1 Effective 2005-2006, the District shall for each school year contribute \$4,250,000 toward the total cost of health (medical, dental and vision insurance) benefits for currently enrolled unit members. This amount does not include additional District costs for unit members

electing cash in lieu of benefits (section 5.3.4) or costs for retiree benefit contributions (section 5.4)

5.3.2 If the amount necessary to continue health (medical, dental and vision insurance) benefits for bargaining unit employees exceeds the \$4,250,000 amount expended by the District, the remaining excessive amount beyond \$4,250,000 will be spread among the unit members. The unit member contribution for health benefit premium shall be provided by the Association to the District no later than July 10<sup>th</sup>. If health benefit premium rates have not been submitted by July 10<sup>th</sup> the prior year allocation method shall remain in effect for the school year. Any out-of-pocket cost for health benefits for eligible unit members shall be paid by payroll deduction. If rebates from insurance companies are provided to the District then the Association will receive their proportional share of such rebates.

5.3.3 Only the Association can file a grievance relating to or challenging the District's implementation of payroll deductions pursuant to this Agreement.

5.3.4 The District shall make a cash in lieu payment of \$180 per month (10 month pay) or \$150 per month (12 month pay) for those members not participating in the District CalPers medical plan.

5.3.5 The District shall make available participation in a Section 125 Plan to the unit members.

#### 5.4 Retirement Health Plan

Upon retirement, unit members may continue participation in the Health Plans provided the unit member prepays their portion of the premium. Procedures for payment of premiums are to be at the discretion of the District.

5.4.1 Retirees who have served not less than eighteen (18) years in the District shall be eligible for the District to contribute fifty percent (50%) of their monthly subscriber only medical plan premium for a period of seven (7) years.

5.4.2 An employee may, upon retirement, elect to delay commencement of District contribution to medical care for a period not to exceed seven (7) years provided continuous coverage is maintained.

5.4.3 For unit members that are eligible and select to begin retiree medical benefits upon separation, the 50% District and retiree premium rate contribution begins the month following the last month in which the unit member leaves the District.

5.4.4 For unit members that select COBRA coverage, dental insurance coverage, and/or vision insurance coverage, the retiree premium rate contribution begins the month following the last month in which the unit member leaves the District.

5.5 The District shall provide a tuberculosis test/examination mandated by law and at times during the instructional year, determined by the District, at no cost to the unit member. Should a unit member not attend an available test/examination provided through the District, the unit member shall bear the cost of such test/examination.

### **ARTICLE 6 - LEAVES OF ABSENCE**

#### 6.1 Personal Leave Accounting

6.1.1 Unit members will receive the following hours of personal leave per year.

6.1.1.1	Teachers, Nurses, Speech Therapist, Digital Technology Specialist, Content Area Specialist	78 hours
6.1.1.2	Librarians	81.25 hours
6.1.1.3	Counselors, Coordinators	84 hours

6.1.1.4	Special Education Program Specialists	87.5 hours
6.1.1.5	Psychologists, Community Day Specialists	90 hours
6.1.1.6	Digital Technology Coordinator	84 hours

6.1.2 Teachers

6.1.2.1 When a substitute is required there will be a charge against personal leave of one (1) hour per class/preparation period.

6.1.2.2 Additional time will be charged in fifteen (15) minute increments.

6.1.3 All other certificated unit members not covered in Article 6.1.2 will be charged in one-hour increments plus any additional 15-minute increments; such charges shall be made against personal leave.

6.2 Types of Leave

6.2.1 Personal Leave (PL)

6.2.1.1 A unit member may use his/her accumulated personal leave for the following reasons:

6.2.1.1.1 Illness

6.2.1.1.2 Death, accident involving person or property, or illness in a unit member's family. This may include, but is not limited to: spouse; children; parents; sibling; grandparents; grandchildren; mother-in-law or father-in-law; daughter-in-law or son-in-law; or any relative or dependent residing in the unit member's immediate household.

6.2.1.1.3 Appearance in court as a litigant.

6.2.1.1.4 Observance of religious holidays.

6.2.1.2 The unit member shall not be required to secure advance permission for use of personal leave.

6.2.2 Personal Option Leave (POL)

6.2.2.1 The personal option leave permits the unit member to use a total of five (5) days. Three (3) days of the twelve (12) personal leave days quoted in Article 6.1 for personal necessities not included in that definition may include family related matters that occur during the workday. These three (3) days may not be used for: other employment, withholding of services, or activities normally considered to be related to recreation or vacation. Personal option leave days may not be accumulated and/or carried over from year to year.

6.2.2.2 Up to five (5) days of personal option leave may be used for professional growth to attend conferences, travel/study programs, or other professional activities.

6.2.3 Extended Disability Leave

After all the current twelve (12) days personal sick leave and any additional accumulated personal leave at full pay have been used and additional sick leave is necessary, a unit member shall receive the difference between his/her own salary and the amount paid a substitute or the amount a substitute would have been paid had a substitute been employed for a period of five (5) months or less due to illness or accident in accordance

with Education Code Sections 44977 and 44978. In no event will a unit member be paid less than the amount required to cover the employee's share of the premium for benefits under Article 5. Differential pay will be calculated as follows:

- 6.2.3.1 If the absence is one (1) to fifteen (15) days, the daily substitute rate will be deducted whether or not a substitute is actually employed.
- 6.2.3.2 If the absence is sixteen to twenty-nine (29) days, the extended daily substitute rate will be deducted whether or not a substitute is actually employed.
- 6.2.3.3 If the absence is thirty (30) days or more (long term), the amount deducted will be the amount paid a substitute according to his/her placement on the teachers' salary schedule or Class V, Step 6, whichever is the lesser amount. If no substitute is hired, the amount deducted will be the average salary of the last six (6) long term substitute teachers employed by the District. It is understood that this is a tiered deduction system with no retroactive calculations.

- 6.2.3.3.1 Except in emergency situations, the regular teacher shall supply lesson plans or the substitute for the first fifteen (15) days of any such leave.

6.2.3.4 Proof of Physical Disability

The Board may require proof of physical disability by requiring submission of a statement from a unit member's physician as to the nature and expected duration of the disability.

6.2.4 Pregnancy Leave

Unit members may claim sick leave pay and/or extended disability leave pay for absence due to disabilities caused by or contributed to pregnancy, miscarriage, childbirth, and recovery there from.

6.2.5 Child Rearing Leave

- 6.2.5.1 A unit member anticipating the birth or adoption of a child is entitled to take leave without pay which may commence as early as the beginning of the school year in which the birth or adoption is reasonably expected, and which may terminate as late as the end of the school year in which the birth or adoption occurs.
- 6.2.5.2 Upon the unit member's written request, extension of child rearing leave will be granted in increments of one (1) semester at the secondary level or one (1) trimester at the elementary level, not to exceed a total of two (2) consecutive years.
- 6.2.5.3 Unit members on leave for all of the fall semester or first trimester only must notify the District of their intent to return for the following semester/trimester by September 15. Those on yearlong or spring semester/trimester only leaves must notify the District of their intent to return for the following school year by March 15.

6.2.6 Bereavement Leave

Each unit member shall be entitled to bereavement leave, not charged against personal leave, in the event of death of spouse; child; parent; sibling; grandparent; grandchild; mother or father-in-law; daughter or son-in-law; brother or sister-in-law; or any other relative or dependent residing in the unit member's immediate household. Bereavement leave shall be limited to four (4) days, except when services require travel outside of California or distance in state is more than 300 miles one way; under such circumstances, the bereavement leave shall then be extended to five (5) days.

6.2.7 California Family School Partnership Act

Forty (40) hours of unpaid leave time per year may be used for visits to their child's school or to participate in school activities.

6.2.8 Emergency Leave

A maximum of three (3) days emergency leave with pay may be granted each year, after twelve (12) days of personal leave have been used. Requests for such leave shall be made through the principal in advance when possible. Final decision rests with the Superintendent. Emergency leave granted under this provision is not cumulative from year to year.

6.2.9 Industrial Accident/Illness Leave

Unit members who suffer from an industrial accident or illness (as defined by the California State Workers' Compensation Commission) shall be eligible for industrial accident and illness leave for a period of sixty (60) days due to disability arising from any single such industrial accident or illness. During such leave any temporary disability indemnity received from the insurance carrier will be deducted from the unit member's pay warrant and the indemnity warrant endorsed over to the unit member. Temporary disability indemnity payments received during summer months or from other periods of absence not covered by industrial accident and illness leave shall remain the property of the unit member in addition to any other entitlements the unit member may have. The benefits of industrial accident and illness leave are in addition to sick leave and extended illness leave benefits. Accordingly, the Board shall not deduct from the accrued days of sick leave until industrial accident and illness leave benefits have been exhausted by a unit member who is absent due to industrial accident or illness. Eligibility for this leave requires that the unit member file the proper industrial accident/illness report within three (3) days of occurrence of the accident or illness.

6.2.10 Leave for Educational Improvement

After having completed the probationary period, any unit member may, at the discretion of the Board, be granted a leave of absence without pay for purposes of educational improvement and advancement. Such leaves may be for a period of not less than one (1) semester, nor more than one (1) year. An extension of the leave period may be granted where completion of the course(s) for advancement requires longer than one (1) year and advantage will accrue to the District.

6.2.10.1 Conditions for Taking Such Leaves:

6.2.10.1.1 Evidence of the proposed and completed educational improvement program shall be required from each applicant.

6.2.10.1.2 Unit members may not be employed during such leaves unless the employment is in conjunction with the educational improvement program and is offered through the same institution where the course work is being taken, or when the employment is part of overseas programs designed for language or cultural immersion.

6.2.10.1.3 The unit member must sign an agreement that the Board will be given written notice no less than thirty (30) days before the expiration date of the leave, or before March 15, whichever is earliest, of the intent to return. Failure to notify the Board will be considered as notice that the unit member will not return and the position is vacant. At least ten (10) days before the notice is due, the District's Personnel Officer will notify the unit member of this obligation by registered mail to the address on file with the Personnel Office.

6.2.11 Meetings of Societies

Leave of absence to attend meetings of societies, or to serve on committees or commissions of such organizations, may be granted upon request of the unit member and recommendation of the Superintendent. The activities or purposes of the organization must serve to advance the welfare of schools through the upgrading and strengthening of their profession. Such leaves of absence will be without loss of pay to the unit member and with or without travel expense to the District.

6.2.12 Convention Leave

Upon request of the unit member and recommendation of the Superintendent, leaves of absence may be granted to unit members who wish to attend conventions of civic or fraternal groups not connected with education in which they hold membership. Deductions from the unit member's salary will be limited to the amount required to pay a substitute.

6.2.13 Political Leave

6.2.13.1 The Board shall grant an unpaid leave of absence to a unit member who is a candidate for public office, not to exceed twenty (20) school days prior to the election.

6.2.13.2 If the unit member is elected and needs a leave to attend to the duties of office, the unit member must request a leave which shall be granted for a period not to exceed two (2) years, without pay.

6.2.13.3 An unpaid leave of absence of not less than one (1) semester shall be granted to a unit member upon application, for the purpose of campaigning for or serving in the State Legislature to the extent necessary for such activities.

6.2.13.4 Political leave may be granted only to unit members who have attained permanent status.

6.2.14 Health Leave

Upon recommendation and verification by competent medical authority and with the concurrence, when appropriate, of a District-appointed physician, any unit member shall be granted a leave of absence without pay for reasons of health. Such leave shall be specified for a period of not less than one (1) semester or more than one (1) year. Such leave may be extended in case of serious health conditions. Provisions for notice of intention to return will be the same as in the policy governing leave for educational improvement except notice will include a written statement from the certifying physician(s) verifying the unit member's ability to return to full time service.

6.2.15 Voluntary Unpaid Leave

6.2.15.1 Any unit member who has rendered at least seven (7) consecutive years of service to the District shall be eligible for one (1) voluntary unpaid leave for a period of one (1) semester or a maximum of one (1) year at the unit member's option.

6.2.15.2 Applicants for voluntary unpaid leave shall file a request with the District not later than June 30 for the first semester of the following school year, and not later than November 15 for the second semester of the following school year.

6.2.15.3 The number of teachers on voluntary leave during any one semester shall not exceed two percent (2%) of the total teaching staff. Should more than this number apply for the same semester, the selection shall be made by the Board and the selection criteria for the granting of such leave shall include:

- 6.2.15.3.1 Length of service
- 6.2.15.3.2 Educational program needs
- 6.2.15.3.3 Amount of time lapsed since last leave
- 6.2.15.3.4 Number of previous leaves

6.2.15.4 Other requests for necessary or voluntary leave for reasons not the standpoint of value to the District, urgency of the request, and the employment record of the unit member making the request. Leave sought for the personal convenience or pleasure of the unit member, if granted, will be without pay.

6.2.16 Jury Duty Leave/Court Witness Leave

Unit members called to serve on a jury, or as a witness under an official order, shall be entitled to paid leave without loss of benefits. Unit members on such leave shall remit to the District any payment received for services as a juror or witness, excluding statutory mileage fee.

6.2.17 Year Round Education (YRE) leaves authorized by Article 6 may be applied for by session rather than semester increments.

6.3 Return from Leaves

6.3.1 To leaves granted by the Board will be considered an interruption in continuity of services for the purpose of qualifying for permanent classification. After any leave, the unit member must be reinstated in the same or similar position held prior to the leave, unless the unit member agrees to a changed assignment. A unit member returning from a Board approved leave of absence shall be allowed to return to the same site he/she left, if there is a vacancy that has been filled by a long term substitute.

6.3.2 Unit members wishing to move from full time to part time/job share may request leave from full time status to take a part time/job share position. Leave may be granted for up to two (2) years. After this time the unit member must return to full time status or forfeit the right to a full time position in order to retain the part time/job share position.

6.3.3 Based on District need, unit members returning from leave may be placed at either traditional or year round schools. Therefore, they must be available to return to work on the first reporting day of the year round schedule.

6.3.4 The Personnel Department will issue a tentative school assignment to the returning unit member prior to the teacher's first day of duty. Upon the expiration of five (5) school days the returning unit member will not be transferred unless a transfer is required under the provisions of Article 7.

6.3.5 Unit members on leave must notify the Personnel Office by March 15 of the leave year of their intent to return. If the employee fails to notify the Personnel Office by March 15 of their intent to return, the employee will be considered to have abandoned their position and the position will be deemed vacant.

6.3.5.1 The Personnel Office will notify the employee of this condition when the leave is granted.

6.3.5.2 The Personnel Office will also notify the employee of this condition by February 15, via registered mail.

6.3.5.3 Access to benefits for an employee who abandons a position will be the same as if the employee resigned on March 15.

## 6.4 VTA Leave

6.4.1 The Association President shall be eligible for a maximum of seventy-two (72) days/forty percent (40%) release time at District expense. The release time will be a job share or two (2) periods per day. The District paid release time shall be subject to the following:

6.4.1.1 The President's activities on District paid days shall be limited to contract management and/or joint District/Association activities.

6.4.2 In recognition of the substantial commitment of time which VTA bargaining team member devote to negotiations during the summer months, VTA will be provided with two (2) days' annual paid leave days during the school year for up to five (5) bargaining team members, plus the VTA president.

## 6.5 Exchange Days

6.5.1 Unit members will have the option of exchanging days with unit members who are off duty without loss of pay, benefits or leave days. The reason for requesting exchange days will be to attend conferences, workshops and other educational opportunities. The following provisions will apply:

6.5.1.1 A maximum of three (3) days per school year will be allowed for each unit member.

6.5.1.2 When a trade is requested which would affect two (2) schools, both site administrators must approve the trade.

6.5.1.3 Unit members shall have the responsibility for arranging the exchanges with other unit members.

6.5.1.4 If the unit member who is responsible for being in the classroom should be absent because of illness, the personal leave day shall be charged to that unit member.

The District assumes no responsibility for the enforcement of the private exchange day agreement between individual unit members. Payback of exchange days is the full responsibility of the unit members involved.

### 6.5.2 Religious Observations

The unit member will have the option of exchanging days with unit members who are off duty, without loss of pay, benefits or leave days, for the purpose of observing recognized religious holidays.

6.5.2.1 All requests must be submitted to the site administrator, for review, at least ten (10) working days prior to the scheduled religious holidays.

6.5.2.2 A maximum of five (5) days per school year will be allowed for each unit member.

6.5.2.3 When a trade is requested which would affect two (2) schools, both site administrators must review the request.

6.5.2.4 Unit members shall have the sole responsibility for arranging the exchanges with other unit members.

6.5.2.5 If the unit member who is responsible for being in the classroom should be absent because of illness, the personal leave day shall be charged to that unit member.

The District assumes no responsibility for the enforcement of the private exchange day agreement between individual unit members. Payback of exchange days is the full responsibility of the unit members involved.

## 6.6 Continuance of Benefits

Unit members on Board approved unpaid leaves of absence shall be allowed to continue insurance coverage at the expense of the unit member, provided the unit member prepay the premium quarterly, and the carrier permits continued enrollment. If the unit member goes on leave during a school year, District contributions for premiums will continue to be paid to the nearest month in proportion to the unit member's total days in paid status during the school year.

## 6.7 Personal Leave Bank

The Personal Leave Bank may be used by unit members with a serious illness/injury of self, spouse or legal dependent residing in the household. Medical verification will be required. Participation is on a voluntary basis.

6.7.1 To participate in the Personal Leave Bank unit members will have thirty (30) calendar days from their date of employment or open enrollment to join and contribute one (1) personal leave day. Days contributed to the bank will not be returned to the employee. New unit members with more than ten (10) days of transferable sick/personal leave days from another district may donate one (1) day of personal leave within the first thirty (30) calendar days of employment. Only unit members who contribute to the Personal Leave Bank may withdraw from the bank. Days contributed to the Personal Leave Bank do not count against the Personal Leave Bonus, Article 5.6.

6.7.2 New unit members with ten (10) or fewer transferable sick/personal leave days shall be automatically enrolled in the Personal Leave Bank for the first year of employment only without contributing any personal leave.

6.7.3 A Personal Leave Bank committee will review and either approve or deny all requests. The committee will consist of one (1) administrator and two (2) unit members.

6.7.4 Individual member withdrawals from the Personal Leave Bank will be limited to twelve (12) days per year. These twelve (12) days do not have to be consecutive. Members of the Personal Leave Bank may withdraw from the bank after all personal leave has been exhausted and two (2) days of differential pay has been received. Differential pay requirement only applies to serious illness/injury to the unit member. A unit member who withdraws from the bank will be paid at the member's regular daily rate of pay. Personal leave from the bank may not be granted for periods of disability when monies are being paid to the unit member under Worker's Compensation.

6.7.5 All unused days contributed to the bank will be carried over from year to year. If the bank is depleted, unit members who wish to continue to participate in the bank must contribute another day.

6.7.6 The District will establish a revolving account of \$10,000.00 to cover annual costs. At the beginning of each new year this account will be replenished to the \$10,000.00 amount.

6.7.7 It will be the responsibility of the employee or employee's designee to complete the necessary forms and provide medical documentation. Requests for withdrawal may be made retroactively for up to three (3) months from the date of the illness or injury. All forms can be obtained from the Personnel Office.

## 6.8 Personal Leave Bonus

Unit members who use two (2) or fewer days of Personal Leave or Personal Option Leave shall be eligible for a bonus payment equal to the cost for two substitute days. Job shares and part time employees shall be prorated according to their percentage of employment. For purposes of this Article, the year shall begin on July 1 and end on June 30. Bonus will be paid through a separate Payroll at the end of July.

## **ARTICLE 7 - ASSIGNMENTS, TRANSFERS, AND VACANCIES & SENIORITY**

### 7.1 Assignments

The Superintendent or the Superintendent's designee shall, subject to approval of the Board, assign all teachers to the positions in which they are to serve.

### 7.2 Notification of Assignment

The District shall make every effort to ensure that each unit member be given written notice not later than June 1 of the next school year's assignment. Should assignment change become necessary, written notification shall be provided as soon as possible. Such notice shall specify the site, room(s), grade level subject area and position to which the unit member will be assigned. As soon as possible a separate notice shall explain the nature of special issues, which may affect pupils assigned to the unit member.

#### 7.2.1 Assignment Limitations

- 7.2.1.1 Unit members shall be assigned only to positions for which they hold a valid California credential and for which they are qualified.
- 7.2.1.2 At a unit member's sole discretion, the unit member may agree to an assignment outside the unit member's credential authorization(s), providing that the District shall secure all the necessary waivers and emergency permits.
- 7.2.1.3 By February 15<sup>th</sup>, a unit member, at her/his sole discretion, may withdraw from voluntary assignment referred to in Article 7.2.1.2 for the following school year. Subsequently, the unit member shall be assigned in accordance with Article 7.2.1.1.

### 7.3 Misassignment and Teacher Certification

The provisions of Education Code Sections 44256, 44258.5 and 46300, 44258.1, 44258.2, 44258.7 and by reference Section 44258.9, as they relate to bargaining unit members, are incorporated into this section by the District and the Association as though fully set forth. In furtherance of this provision:

- 7.3.1 Members of the bargaining unit shall be assigned or reassigned to classes consistent with their credentials and major and/or minor subjects of study except as may be hereinafter provided. Where such exceptions are permitted, they shall occur only by mutual agreement among the bargaining unit members affected, the Association, and the District.
  - 7.3.1.1 A bargaining unit member who qualifies under the provisions of Education Code Section 44256(b) to teach departmentalized classes or groups of pupils below grade 9, may apply for authorization from the District.
  - 7.3.1.2 A bargaining unit member who qualifies under the provisions of Education Code Section 44258.2 to teach classes in grade 5 to 8, inclusive, in middle school may apply for authorization from the District.
  - 7.3.1.3 A bargaining unit member who qualifies under the provisions of Education Code Section 44258.5(a) to teach any single subject classes may apply for authorization from the District.
  - 7.3.1.4 A bargaining unit member who qualifies under the provisions of Education Code Section 44258.7(b) to coach competitive sports for which pupils receive physical education credit may apply for authorization from the District.
- 7.3.2 The Association shall be notified of all authorizations, waivers and emergency permits approved by the Board.

- 7.3.3 When the misassignment is at District request, the District must state that the misassignment is at the District's direction, not the teacher's request, when meeting the public disclosure requirement of Elementary and Secondary Education Act (ESEA) regarding highly qualified teachers.
- 7.3.4 The District shall not require teachers to admit misassignment in a public forum.
- 7.3.5 A misassigned teacher, whether voluntary or not, shall be reassigned in a timely manner to a position to which he or she is properly certified upon request and to meet the highly qualified teacher requirements of the ESEA.

7.4 Involuntary Transfers/Reassignments

An involuntary transfer is a transfer not initiated by the unit member.

7.4.1 Involuntary transfer/reassignment shall be made only for the following reasons:

- 7.4.1.1 A decrease in the number of pupils which requires a decrease in the number of unit members due to elimination of program(s) and/or funding.
- 7.4.1.2 To meet educational program requirements.
- 7.4.1.3 A school closing.

The following sequence shall be followed if the above occurs:

- 7.4.2 If a decrease in the number of pupils, elimination of programs, and/or funding occurs, credentials, program needs, and seniority shall be used to identify unit members who may be involuntarily transferred/reassigned.
  - 7.4.2.1 There shall be an immediate freeze of all positions at all sites. No change of assignment, grade level, or position shall occur throughout the process, with the exception of combination or multi-age classes.
    - 7.4.2.1.1 If a combination or multi-age class is eliminated, the unit member of that class shall begin the placement process at Article 7.4.2.2.
    - 7.4.2.1.2 If a combination or multi-age class is dissolved into one of its component grade levels, the unit member from the combination or multi-age class shall fill that component grade level position.
    - 7.4.2.1.3 If a combination or multi-age class is divided into two or more classes of its original component grade levels, the unit member from the original combination or multi-age position shall choose one of the newly created component positions.
    - 7.4.2.1.4 If a combination or multi-age class(es) at a site is established and a grade level component(s) of the above combination or multi-age class(es) is being eliminated at the same site,
      - 7.4.2.1.4.1 The District shall ask for a volunteer(s) from the grade level component(s) being eliminated to fill the combination or multi-age class(es). If there are more volunteers than positions, the most senior volunteer(s) shall have the choice.

- 7.4.2.1.4.2 If there are no volunteers, then the unit member, with the least seniority from each grade level component(s) being eliminated, shall be displaced and begin the placement process at Article 7.4.2.4.1.
- 7.4.2.2 The District shall first ask for volunteers at the grade level/subject area at the site where the elimination or decline is taking place.
- 7.4.2.3 A unit member who volunteers shall be placed in the involuntary transfer pool.
- 7.4.2.4 If there are no volunteers, the unit member at that grade level at that site with the least District seniority shall be displaced. The displaced unit member may then choose to:
  - 7.4.2.4.1 be placed in the involuntary transfer pool, or
  - 7.4.2.4.2 bump the least senior unit member at the site to the involuntary transfer pool.
- 7.4.3 If a site is to be closed or reconstituted, those unit members shall be placed in the involuntary transfer pool.
- 7.4.4 The unit members placed in the involuntary transfer pool shall be notified, in writing, of
  - 7.4.4.1 the reason(s) why they are being placed in the pool.
  - 7.4.4.2 the date, time, and location of the position selection meeting.
- 7.4.5 The Association President shall be notified about the position selection meeting and be allowed at least two representatives, not in the pool, to attend that meeting.
- 7.4.6 A job list containing all available district positions, their site location and teaching assignment, as of the position selection meeting date, shall be available at the time of that meeting.
- 7.4.7 The unit members in the involuntary transfer pool will select positions in order of most senior member to least senior member.
- 7.4.8 Upon completion of Article 7.4.7, any unit member that was involuntarily transferred the previous year will be given the opportunity, based on District seniority, to return to their previous site, provided a position exists at that site on the job list.
- 7.4.9 Upon completion of Article 7.4.8, any unit member returning from leave shall choose, by seniority,
  - 7.4.9.1 to return to a position at the site they left, if that position exists on the job list.
  - 7.4.9.2 an available position on the job list.
- 7.4.10 Upon completion of the above Articles in this Section, the site freeze indicated in Article 7.4.2.1 shall be lifted. Assignment and level changes at each site may now take place.
- 7.4.11 Any opening that occurs following Article 7.4.10 shall be a vacancy.
- 7.4.12 Unit members who are involuntarily transferred/reassigned during the work year shall be allowed three (3) days of paid release time for preparation prior to the effective date of the involuntary transfer/reassignment. The District shall provide assistance in moving a unit member's material whenever a unit member is involuntarily transferred/reassigned.

7.4.13 Unit members who are involuntarily transferred/reassigned for the next school year shall be paid three hundred dollars (\$300) as compensation for their work prior to the beginning of their school year to unpack and prepare their new classroom. The District shall provide assistance in moving a unit member's material whenever a unit member is involuntarily transferred/reassigned.

## 7.5 Reassignment of Itinerant Unit Members

7.5.1 Itinerant unit members are speech therapists, music teachers, elementary preparation release teachers, nurses, psychologists, resource specialists, and content area specialists.

7.5.2 Itinerant unit members shall be assigned according to District need.

7.5.3 Every effort will be made to limit the reassignment of itinerant unit members to only those reassignments necessary for the appropriate allocation of staff as determined by the designated administrator.

## 7.6 Voluntary Transfer/Reassignment

A voluntary transfer is a transfer initiated by the unit member.

7.6.1 A transfer is the movement of a unit member from one work location to another work location or from one program to another program such as year-round education, restructured, reconstituted or reconfigured schools. The transfer may include a change in grades or subject area as long as the move involves changing work sites.

7.6.2 A reassignment is the movement a unit member from one work location to another work location, one subject area to another subject area, one grade level to another level, or from one configuration to another such as: team teacher, restructuring or other reconfiguration within the same work site. For itinerant unit members, Speech Specialists, Preparation Period Specialists, Music Teachers, Nurses, Resource Specialists, Psychologists and other unit members assigned to multiple sites, the movement of the unit member from one site to another within the same job duties.

7.6.2.1 Change of assignment at the same site shall be considered only after placement of unit members referred to in Articles 7.4.1 to 7.4.9.2.

7.6.2.2 Change of assignment at the same site shall be considered prior to publication of a vacancy notice as referenced in Article 7.6.

7.6.2.3 Prior to implementing any change of assignment or site, the principal or program manager will consult with the unit member regarding the proposed change.

7.6.2.4 Appeals regarding a change of assignment may be made to the District's Assistant Superintendent of Personnel.

7.6.3 A unit member may submit a request for voluntary transfer to the District at any time, whether or not a vacancy exists.

7.6.4 Any unit member desiring a voluntary transfer shall submit a request to the Human Resources Department. During the summer, unit members whose requests are on file with the District shall be considered for said voluntary transfers.

7.6.4.1 Transfer requests on file become null and void on August 31<sup>st</sup>. Unit members desiring consideration for transfer may submit a request beginning September 1<sup>st</sup>.

7.6.4.2 From the unit members' first workday of a new school year through April 15, unit members' requests on file with the District shall be considered for said voluntary transfers prior to advertising a vacancy or a new position.

- 7.6.5 If two (2) or more unit members with State required credentials for the position apply for the vacancy, the following criteria (not in any rank order) will be used to determine the placement. Past experience in the position, educational program needs, academic preparation, recommendation of site administration, past teaching experience and seniority.
- 7.6.6 A transfer request shall be granted solely based on the above criteria.
- 7.6.7 If a unit member's request for a voluntary transfer is denied, the unit member, upon request, shall be granted a meeting with the administrator who denied the request to discuss the reasons for the denial. Following the meeting the unit member may request and shall receive written reasons for the denial.
- 7.7.8 If the unit member requests an application for voluntary transfer the supervisor at his/her work site shall not be notified by the district of the application, during the school year.
- 7.6.9 Unit members returning from leave shall be afforded all rights provided under this section.
- 7.6.10 When a voluntary transfer is of such a nature as to require additional preparation by the teacher, the District shall allow up to two (2) days of preparation time for the teacher transferring.

7.7 Vacancies

- 7.7.1 A vacancy is any unit member position that is being retained and does not have a unit member assigned to it. The Association shall be notified of any vacancy.
- 7.7.2 A unit member who was involuntarily transferred shall have the right to return to their previous site, if a vacancy exists at that site.
  - 7.7.2.1 If Article 7.7.2 applies to more than one unit member, the unit member with the most District seniority shall have the first opportunity to fill the vacancy.
  - 7.7.2.2 If a unit member rejects this return, the unit member shall no longer be considered an involuntary transfer.
- 7.7.3 Upon knowledge of vacancies, the District shall notify the Association and post a vacancy listing in all work sites for a minimum of five (5) working days. The list shall contain the following:
  - 7.7.3.1 A closing date which is at least ten (10) working days following the posting date.
  - 7.7.3.2 A job description
  - 7.7.3.3 Credentials and qualifications necessary to meet the requirements of the position.
- 7.7.4 No assignment to fill the vacancy shall be made until after the closing date.
- 7.7.5 The District shall post openings (vacancy or new position) which may arise during the summer break, year round breaks or a period of leave, on the Employment Link of the District's Website: [www.vacavilleusd.org](http://www.vacavilleusd.org).
- 7.7.6 During the summer break, a unit member whose request for voluntary transfer is on file with the District shall be considered for such openings (noted in 7.7.5).
- 7.7.7 If two (2) or more unit members with State required credentials for the position apply for the vacancy, the following criteria will be used (not in any rank order) to determine placement:

7.7.7.1 Past experience in the position, educational program needs, academic preparation, recommendation of site administration, past teaching experience and seniority.

7.7.8 The filling of a vacancy shall proceed as follows:

7.7.8.1 Interested and qualified unit members at the site shall be given first priority in filling the position.

7.7.8.2 If a site unit member, after the interview process, is not selected for the position, qualified district applicants, not at the site, will be interviewed.

7.7.8.3 If no District applicant is selected to fill the vacancy, qualified candidates from the thirty-nine (39) month layoff list (if it exists) will be used, in the proper order, based upon their seniority ranking number, to fill the vacancy.

7.7.8.4 If the position is not filled by the process listed in Article 7.7.2 through 7.7.8.3, then the position may be advertised outside the District.

7.7.9 The District shall, upon request of the unit member, deliver in writing, the reasons for the unit member not receiving the vacancy.

7.7.10 Should a vacancy occur in a teaching position after the ninth week of the school year, it shall be filled by a long-term substitute for the remainder of that school year. The position will be advertised as stated in this Article, however, the successful applicant will not assume the position until the following school year. Should an extraordinary situation arise the District and Association shall meet and confer to determine how the vacancy shall be filled.

## 7.8 Seniority

7.8.1 Seniority is defined as the unit member's initial date of paid probationary service in the bargaining unit.

7.8.2 Unit members with the same initial date of service shall have their seniority number determined by the following criteria: credential(s), certificate(s), authorizations or training towards certificates and authorizations. All else being equal, seniority shall be determined by lot.

7.8.3 Once the lottery is used to determine a unit member's seniority ranking, that seniority ranking shall remain in effect during the unit member's continuous service in the bargaining unit.

7.8.3.1 The lottery shall be conducted in the presence of at least two (2) Association representatives.

7.8.4 A unit member on a District approved leave of absence other than to a non-bargaining unit position shall continue to earn seniority while on leave.

7.8.5 A unit member's seniority shall accrue during layoff.

7.8.6 All else being equal, seniority shall be the determining factor in granting transfers, assignments and reassignments.

## 7.9 Special Duties

Unit members who apply for special duty assignments, summer school positions or other extra duty positions shall be given first consideration for those positions. In the event that a non-unit member is hired for one of these positions the unit member shall, upon written request, be given the reasons, in writing, for the denial.

## 7.10 Layoffs

Prior to the issuance of any layoff notices to bargaining unit members, the District shall have done the following:

- 7.10.1 At least fifteen (15) days, but not later than March 1, prior to the issuance of layoff notices, the District shall notify the Association of its intent to layoff bargaining unit members.
- 7.10.2 Within two (2) working days after Board approval of the issuance of layoff notices, the District shall provide the Association with all pertinent information relating to the contemplated layoffs, including, but not limited to the following: The names, addresses and home phone numbers of certificated personnel represented by the bargaining unit who have been issued layoff notices.
- 7.10.3 By March 15 the District will provide a preliminary list of all certificated employees ordered by seniority, identifying unit members, work location, assignment and credential held.
- 7.10.4 By March 15 the District will provide a list of all temporary certificated employees, indicating credentials held.
- 7.10.5 Within five (5) days of notification by the District of contemplated layoffs, the District shall arrange to meet with the Association to negotiate the impact of the District's potential determination of layoff unit members regarding any matters not covered by this Article.
- 7.10.6 In the event of layoff the District shall not contract work formerly performed by laid off unit members to any outside entity.
- 7.10.7 Members of the bargaining unit who are laid off, and whose layoff is thereafter found to be inconsistent with provisions of law or regulations having the effect of law, shall be immediately restored to employment with no loss in salary or benefits.
- 7.10.8 The laid off unit member may, if she/he chooses, continue to pay the necessary health/medical premiums on a monthly basis as provided by COBRA.
- 7.10.9 The provisions of the Education Code relating to the procedures for layoff will be followed.
- 7.10.10 During the term of this agreement the District shall meet and confer with the Association prior to contracting with any other individual or organization for services provided by members of the bargaining unit.

## LEGAL REFERENCES

California Education Code Sections

44948-44960 – Dismissal

87740-87746 – Dismissal – community colleges

Government Code Sections

Chapter 10.7 – Educational Employment Relations Act 3543.2(c) - Scope of Representation – Layoffs

## **ARTICLE 8 - PART TIME EMPLOYMENT/JOB SHARING**

- 8.1 Unit members wishing to move from full time to part time/job share may request leave from full time status to take a part time/job share position. Leave may be granted for up to two (2) years. After this time the unit member must return to full time status or forfeit the right to a full time position in order to retain the part time/job share position.

## 8.2 Part Time Employment

- 8.2.1 Unit members wishing part time employment shall make their request known, in writing, to the Assistant Superintendent, Personnel, no later than May 15.
- 8.2.2 Assignment of non-teaching adjunct duties to each part time unit member shall be in the same percentage as the unit member's assignment.
- 8.2.3 Part time unit members returning to full time status will be assigned to the same or similar position held prior to the part time agreement, unless the unit member agrees to a change of assignment. All transfer provisions set forth in Article 7 of this agreement shall apply.
- 8.2.4 A part time unit member who is on duty and serves as a unit member for at least seventy-five percent (75%) of the days school is in session in any school year shall receive credit for one (1) year of service toward advancement on the salary schedule. This requirement can be achieved over two (2) consecutive school years.
- 8.2.5 A probationary unit member in a part time assignment who is re-elected in that part time assignment after two years of service shall be granted permanent status as a part time employee. Permanent status will be limited to the percentage of a standard full time assignment worked for two (2) consecutive years.

## 8.3 Job Sharing

- 8.3.1 Unit members may be entitled to job sharing a single position in accordance with the following:
  - 8.3.1.1 Proposals for job sharing shall be developed by the unit members involved and shall be submitted to the Personnel Office by May 15 for the following year. Proposals shall include the following:
    - 8.3.1.1.1 Time division
    - 8.3.1.1.2 Subject area responsibility
    - 8.3.1.1.3 Meeting attendance and adjunct duty responsibility
    - 8.3.1.1.4 Parent conference attendance and plans for communication with parents
    - 8.3.1.1.5 Each job share team will determine how they will share a single medical/dental/vision benefit package. Both parties may receive a full benefit package by paying the additional premium for benefits not received through the job share.
  - 8.3.1.2 Proposals will be presented to the administration for approval.
    - 8.3.1.2.1 Step 1: Proposals will be submitted by prospective team members to the site administration for approval. Proposals approved at the site level will be submitted to the Assistant Superintendent, Personnel.
    - 8.3.1.2.2 Step 2: The final decision shall be made by the Assistant Superintendent, Personnel.
  - 8.3.1.3 In no case will the District provide more benefits for a shared position than would be paid by the district if the position was not shared.
  - 8.3.1.4 Shared positions shall be for one year. Extension may be granted at the discretion of the Assistant Superintendent, Personnel.

- 8.3.1.5 Unit members assigned to job shares may be reassigned to full time positions upon dissolution of the approved job share.
- 8.3.1.6 If one of the job share partners resigns, the remaining unit member must either assume the responsibilities of the vacated position or find another job share partner.
- 8.3.1.7 Unit members returning to full time status will be assigned to the same or similar position held prior to job sharing. All transfer provisions set forth in Article 7 of this agreement shall apply.
- 8.3.1.8 A job share unit member who is on duty and serves in their position for at least seventy-five percent (75%) of the days school is in session in any school year shall receive credit for one (1) year of service toward advancement on the salary schedule. This requirement can be achieved over two (2) consecutive school years.
- 8.3.1.9 A probationary unit member in a job sharing assignment who is re-elected to that job sharing assignment after two years of service shall be granted permanent status as a part time unit member. Permanent status will be limited to the percentage of a standard full time assignment worked for two (2) consecutive years.
- 8.3.1.10 If a job share position exceeds one hundred percent (100%), the job share must be dissolved, and the unit members will be designated part time without loss of existing benefits.

**ARTICLE 9 - CLASS SIZE**

9.1 Hiring Ratio

The following article goes into effect July 1, 2010 and sunsets June 30, 2011.

- 9.1.1 The hiring ratios for classroom teachers shall be:  

K-3	29:1	4-6	29.5:1	7-8	28:1	9-12	27.6:1
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Previous contract language below shall be in effect July 1, 2011.

- 9.1.1 The hiring ratios for classroom teachers shall be:  

K-3	29:1	4-6	29:1	7-8	27:1	9-12	26.6:1
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- 9.1.2 Nurses, librarians, media specialists, special education teachers, psychologists, content area specialists, counselors, reading specialists, opportunity class teachers or any other unit member not assigned as a regular classroom teacher will not be used in the computation or application of the above hiring ratio.
- 9.1.3 The hiring ratio for Speech Therapists will be calculated as follows:  

October CBEDS count times 4.2% divided by 55 equals FTE for subsequent year
- 9.1.4 The hiring ratio for a Community Day Specialist shall be twenty to one (20:1).

9.2 Balance - Elementary

- 9.2.1 Reasonable effort shall be made to balance class size in each grade level in the individual elementary schools.
- 9.2.2 Reasonable effort shall be made at YRE schools to balance class size at each grade level between all teachers on all schedules.

- 9.2.3 After two (2) weeks have elapsed in any semester/trimester the placement of the thirty-fourth (34) student in any single grade level elementary classroom or the placement of the thirty-second (32) student in any combination class shall cause the Superintendent or his designee, a designee of the Association, the Principal of the affected school, to meet to implement workable enrollment option(s) for future students in an effort to avoid further increases in the size of that class.
- 9.2.4 For purposes of counting student placement in a class, Special Day Class students who are mainstreamed for more than fifty percent (50%) of a day in a single class count in that class.

9.3 Balance - Secondary

- 9.3.1 Reasonable effort shall be made to balance class sizes at the secondary level.
- 9.3.2 After two (2) weeks have elapsed in any semester the placement of the one-hundred seventy eighth (178) student with any teacher of other than music or physical education shall cause the principal, teacher and a designee of the Association to meet to implement workable class assignment options in an effort to that would avoid further increases in that teacher's student load. Exception to this process may be made by mutual agreement.
- 9.3.3 After two (2) weeks have elapsed in any semester, secondary school physical education class sizes shall not exceed the following limit:
  - 9.3.3.1 The average of all physical education classes at the individual school site, plus eight (8) students, but not including 6<sup>th</sup> period physical education classes at the high school in the school site average. In the event that a student is to be transferred from an academic class in order to balance physical education classes, a meeting will be held with the counselor, site administrator and physical education teacher to explore alternatives.
- 9.3.4 The class size limit for a Community Day Specialist shall be twenty four (24) students. The student contact limit for a Community Day Specialist shall be forty (40) students.

9.4 Exceptional Needs

The District shall assign students with exceptional needs to a least restrictive environment on a fair and reasonable basis. The District agrees to meet and confer with the Association to determine whether or not the implementation of the State's Master Plan for Special Education has brought about class size/balance problems. If it is determined that problems exist, solutions will be discussed and agreed upon changes implemented. Meetings may be called by either party.

9.5 Elementary Preparation Release Teachers

- 9.5.1 Elementary preparation release teachers are defined as physical education, general music, instrumental music, choral music, fine arts, and computer lab specialists providing preparation time for regular classroom elementary teachers.
- 9.5.2 Elementary preparation release teachers shall be assigned up to twenty-nine (29) sections per week.
  - 9.5.2.1 A section is a single 1<sup>st</sup> through 6<sup>th</sup> grade class. The number of students per section shall not exceed the number of students registered in the class for which they are providing preparation time. (Any Special Day student who regularly attends that class is excluded from the limit.)
    - 9.5.2.1.1 Preparation sections involving the performing arts and general music may be blended during the same preparation section time period. With the music/performing arts teacher permission, the section class size limit may be increased, but not exceed forty (40) students.

- 9.5.2.2 If a member is required to travel to different sites in a day, the member shall have their number of sections per week reduced by one (1) section for each additional site to which the member travels.
  - 9.5.2.2.1 Every effort shall be made to limit the number of unit members required to travel to other sites within a year.
  - 9.5.2.2.2 If itinerant unit members must travel between sites, members at the affected site shall be asked to volunteer. If there are no volunteers, the least senior member shall be selected to travel.
- 9.5.3 Sections shall consist of fifty (50) minute blocks for forty-five (45) minute preps. They shall be arranged so that elementary preparation teachers have time between classes.

## **ARTICLE 10 - PROCEDURES FOR EVALUATION**

- 10.1 It is recognized that a system of periodic evaluation is essential to assist teachers in developing competency and realizing their potential. It is further recognized that information gathered through such a system will enable Board of Education decisions, for which a unit member's competence is relevant, to be made in a just and equitable manner.
- 10.2 The evaluation of probationary or temporary unit members shall be completed once annually, no later than March 15, and at other times deemed necessary by the evaluator.
- 10.3 Permanent Unit Members
  - 10.3.1 A permanent unit member shall have an evaluation completed every two (2) years and at other times as deemed necessary by the evaluator.
    - 10.3.1.1 At least every four (4) years for unit members who have been employed at least ten (10) years with the school district, are highly qualified; if those unit members occupy positions that are required to be filled by a highly qualified professional by the Federal Elementary and Secondary Education Act (ESEA) of 2001, and whose previous evaluation rated the unit member as meeting or exceeding standards, if the evaluator and unit member being evaluated agree. The unit member or the evaluator may withdraw consent at any time provided annual timeline provisions of this Article are met.
  - 10.3.2 The evaluation of a permanent unit member shall be completed no later than thirty (30) days prior to the last day of instruction of the school year.
  - 10.3.3 If a permanent unit member is scheduled to be evaluated during a school year, but is granted a leave of absence for one (1) semester or longer, such evaluation shall take place during the first year of return to duty.
- 10.4 Unit members to be evaluated during a particular year shall be furnished a copy of the evaluation procedures and notified of the identity of their intended evaluator no later than the fourth week of the school year in which the evaluation is to take place.
- 10.5 With mutual consent of the unit member, the immediate supervisor, and the superintendent or designee, an alternative method of evaluation other than the formal evaluation form may be used for a permanent unit member.
  - 10.5.1 Alternatives may include portfolios, peer to peer reviews, videotaped lessons, or other mutually agreed upon methods.
  - 10.5.2 Any such method must incorporate the California Standards for the Teaching Profession (CSTP).

- 10.6 Conference and Objectives
- 10.6.1 Before the end of the sixth (6<sup>th</sup>) week of the school year, each administrator charged with evaluating unit members will conference with those to be evaluated in an attempt to arrive at mutually acceptable objectives. Co-evaluators (i.e. program directors and coordinators) of those unit members with program responsibilities may be present at the request of either party. In identifying objectives, both parties shall consider any conditions that may adversely affect the teacher's performance.
- 10.6.2 No unit member shall be required to submit for formal evaluation on more than four (4) objectives, the scope of which may include instructional objectives, classroom management, and/or professional development.
- 10.6.2.1 The objectives may be related to a single subject area provided that each objective addresses a separate level of difficulty.
- 10.6.2.2 Those unit members with program responsibilities may elect to have one of the four (4) objectives address an area of program responsibility.
- 10.6.2.3 The evaluator may elect to have one objective that focuses on District and/or school wide goals.
- 10.6.3 The evaluator and evaluatee shall mutually agree on the objectives. If agreement cannot be reached upon the objectives, an additional conference shall be scheduled at which the evaluatee may have a representative acceptable to the evaluator to facilitate accord.
- 10.7 Classroom Observation
- 10.7.1 Evaluation of teacher performance based on student progress toward stated objectives, as assessed by agreed upon techniques, shall be based upon at least two (2) classroom observations of at least twenty (20) minutes each. Every observation leading to an evaluation shall be followed within three (3) school days or a later date by mutual agreement, by a conference with the evaluatee, so as to further benefit the educational program. Additional observations for evaluation will be followed by conferences or written summaries which shall be forwarded to the teacher.
- 10.7.2 Any negative conclusions by the evaluator resulting from any observation shall not be entered on the written evaluation until an additional observation has occurred.
- 10.7.3 Both scheduled and unscheduled observations may be part of the evaluation process.
- 10.8 In the case of negative observation(s), the evaluator shall take positive action to assist the unit member in correcting any cited deficiencies. The evaluator's role to assist the unit member shall include, but not be limited to, the following:
- 10.8.1 Specific recommendations for improvement.
- 10.8.2 District assistance to implement such recommendations.
- 10.8.3 Provision of additional resources to be utilized to assist with improvements.
- 10.8.4 Techniques to measure improvement.
- 10.8.5 Time schedule to monitor progress.
- 10.9 A unit member shall be evaluated on or held accountable for only those aspects of the educational program over which the unit member has authority or the ability to correct.
- 10.10 Unit members shall not be required to participate in the evaluation(s) and/or observation(s) of other unit members, except as provided for Peer Assistance and Review (PAR).

- 10.11 The evaluation of unit members, pursuant to this Article, shall not include or be based upon the following:
- 10.11.1 Standardized achievement test results, except as mandated in Education Code Section 44662 which may require the use of state adopted criterion referenced assessments related to statewide content standards.
  - 10.11.2 The use of publishers' norms established by standardized tests.
  - 10.11.3 A special education pupil's achievement of objectives stated in Individual Educational Programs (IEP's).
  - 10.11.4 The success, or lack thereof, of an instructional, clerical aide, or student teacher in the performance of tasks assigned by the unit member.
  - 10.11.5 The use of electronic recording devices without the consent of the unit member.
  - 10.11.6 Communication devices in the classroom.
  - 10.11.7 The success, or lack thereof, of the site to meet the required API/AYP growth targets.
- 10.12 In preparing the final evaluation form for placement in the unit member's personnel file, the evaluator shall rely primarily upon data collected through classroom observations and evaluation conferences.
- 10.12.1 Any deficiencies that may have been brought to the attention of the unit member, and subsequently corrected, shall not be included in the final evaluation form.
  - 10.12.2 Unsubstantiated statements shall not be included in the evaluation.
  - 10.12.3 The written evaluation shall not contain negative comments based on unobserved allegations, unless supported by evidence upon which reasonable persons would rely, and deemed sufficiently serious to warrant inclusion on the evaluation. The unit member shall be given prompt written notification of such allegations, including the date made or received, the nature, date, and source of the allegation. If it is to be included in the unit member's evaluation, the unit member's written response, if any, shall be appended.
  - 10.12.4 No negative evaluation of performance shall be predicated upon lawful, non- school related personal activities, which have no impact upon the teacher's effectiveness as a teacher.
  - 10.12.5 A permanent unit member who receives one "does not meet standards" in any one (1) of six (6) CSTP standards ("summary" portion of standard on the evaluation form) on the final evaluation will be a "Referred Participating Teacher" under the Peer Assistance and Review Program (PAR), Article 19.
- 10.13 A final evaluation conference between the unit member and evaluator shall be held no later than the dates in Article 10.2 and Article 10.3.2 to discuss the content of the final evaluation form.
- 10.13.1 The evaluation shall be in three (3) copies, with a copy presented to the unit member.
  - 10.13.2 The signature of the unit member being evaluated does not indicate agreement with the evaluation, only that the unit member has been presented with a copy and that the final conference was held.
  - 10.13.3 In the event the unit member disputes the content, the unit member may submit a written statement (by June 30) which shall be attached and incorporated into the final evaluation.
- 10.14 Association representative(s) may be present at meetings/conferences described in the evaluation process.

## **ARTICLE 11 - GRIEVANCE PROCEDURE**

### 11.1 Definitions

- 11.1.1 A "grievance" is a claim by one or more unit members or the Association that there has been a violation, misinterpretation or misapplication of a provision of this Agreement.
- 11.1.2 A "grievant" is the unit member, unit member's, or Association making the claim.
- 11.1.3 A "day" is any day the aggrieved unit member is on duty. When only the Association grieves a "day" is any day school is in session.
- 11.1.4 Within twenty (20) days after occurrence of the act or omission giving rise to the grievance, the grievant must present the grievance to his/her immediate supervisor.

### 11.2 Purpose

- 11.2.1 The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure. The time limits specified at each level should be considered to be maximums and every effort should be made to expedite the process. The time limits may be extended by mutual agreement.
- 11.2.2 Nothing contained herein will be construed as limiting the right of any unit member having a grievance to discuss the matter informally with any appropriate member of the administration, and to have the grievance adjusted without intervention by the Association, provided that the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given an opportunity to be present at such adjustment and to state its views.
- 11.2.3 In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and if left unresolved until the beginning of the following school year could result in harm to an aggrieved unit member, the time limits will be altered so that the procedure may be completed prior to the end of the school year or as soon as practicable.

### 11.3 Rights of Teachers to Representation

- 11.3.1 No reprisals of any kind will be taken by the Association, its representatives, the Superintendent, any member or representative of the administration, or the Board against any participant in the grievance procedure by reason of such participation.
- 11.3.2 A unit member may be represented at all stages of the grievance up to Level IV, by himself/herself or at his/her option, by a representative selected by the Association. If a unit member is not represented by the Association or its representative, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

### 11.4 Procedures

- 11.4.1 Level One. Within twenty (20) days after the occurrence of the act or omission giving rise to the grievance, the grievant will discuss the grievance with his/her immediate supervisor, with the objective of resolving the matter informally. If not resolved, grievant may seek the advice of the designated Grievance Representative.
- 11.4.2 Level Two. If the grievant is not satisfied with the disposition of the grievance at Level One of the discussion he/she may file the grievance, in writing, simultaneously with the president of the Association and the Superintendent, or his designee, within ten (10) days after the disposition of the grievance at Level One.

Within ten (10) days after receipt of the written grievance by the Superintendent, the Superintendent or his/her designee will meet with the grievant and a representative of

the Association in an effort to resolve it and will submit a written decision to the grievant within ten (10) days of said meeting.

11.4.3 Level Three. If the grievant is not satisfied with the disposition of his/her grievance at Level Two, or if no written decision has been rendered within ten (10) days after the grievance hearing, grievant may, within five (5) days, request, in writing, that the Association submit the grievance to the Board. If the association decides to submit the grievance to the Board, it shall be submitted within ten (10) days. The Board shall, within twenty (20) days after receipt of the written grievance, meet with the grievant and a representative of the Association in an effort to resolve it and will submit a written decision to the grievant within ten (10) days of said meeting.

11.4.4 Level Four. Arbitration. In the event that the grievant is not satisfied with the decision at Level Three, he/she may, within (10) days of receipt of the written decision of the Board, request of the District that the grievance be submitted to a neutral arbitrator. Such request must be in writing and be accompanied by a written statement from the Association agreeing to take the grievance to arbitration. If no agreement can be reached on a mutually acceptable arbitrator within ten (10) days after the written request is made, the District and the Association shall jointly request that the American Arbitration Association supply a listing of names pursuant to its Rules. The Voluntary Labor Arbitration Rules of the American Arbitration Association shall apply in this step. Any award of the arbitrator shall be binding on the grievant, the Association and the District. It shall be the function of the arbitrator to make an award, if necessary, which will resolve the grievance. The arbitrator shall be subject to the following limitations:

11.4.4.1 The arbitrator shall have no power to add to, alter, subtract from, disregard, change, or modify any terms of this Agreement; but shall determine only whether or not there has been a violation, misapplication or misinterpretation of this Agreement, as alleged by the grievant.

11.4.4.2 The award of the arbitrator shall be based solely upon the evidence and arguments presented to him/her in the presence of the parties, and upon any post-hearing briefs of the parties.

11.4.4.3 The arbitrator shall have no power to change any practice, policy, or rule of the District nor to substitute his/her judgment for that of the District as to the reasonableness of any such practice, policy or rule.

11.4.4.4 The arbitrator shall not consider any issue/evidence raised by the grievant or the district unless it was known by both parties at an earlier level of this grievance procedure.

11.4.4.5 All fees and expenses of the arbitrator shall be shared equally by the District and the Association.

11.4.4.6 Both parties, in case of grievance time lines preventing resolution before cessation of school, may mutually agree to expedite by shortening time lines.

11.4.4.7 No grievant shall use the grievance procedure in regard to any claim or complaint for which there is another remedial procedure or course established by statute or by regulation having the force of law.

11.4.4.8 No grievant shall use the grievance procedure to change any practice, policy or decision of the District unless such practice, policy or decision is contrary to the specific provisions of this Agreement.

## 11.5 Consolidation

For purposes of efficiency the District and the Association, or their representatives, may mutually agree to consolidate grievances involving similar issues.

## 11.6 Miscellaneous

- 11.6.1 If a grievance arises from action or inaction on the part of a member of the administration at a level above the principal or immediate supervisor, the grievant shall submit such grievance in writing to the Superintendent and the Association directly, and the processing of such grievance will be commenced at Level Two.
- 11.6.2 Decisions rendered at Level Two of the grievance procedure will be in writing setting forth the decision and the reasons therefore and will be transmitted promptly to all parties in interest and to the president of the Association. Time limits for appeal provided in each level will begin the day following receipt of written decision by the parties in interest.
- 11.6.3 When it is necessary for a representative designated by the Association to investigate a grievance or attend a grievance meeting or hearing during the day, he will, upon notice to his principal or immediate supervisor by the president of the Association, be given a reasonable amount of released time without loss of pay in order to permit participation in the foregoing activities. Any teacher who is requested to appear in such investigations, meetings or hearings as a witness will be accorded the same right.
- 11.6.4 All documents, communications and records dealing with the processing of a grievance will be filed in a separate grievance file.
- 11.6.5 Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be prepared by the Superintendent in consultation with the Association and given appropriate distribution by the Association so as to facilitate operation of the grievance procedure. The cost of preparing such forms shall be borne by the Board.

## **ARTICLE 12 - ORGANIZATIONAL SECURITY**

### 12.1 Join/Fee/Scholarship

All unit members shall either join VTA/CTA/NEA effective upon employment, pay representation fees or be a religious objector and make a scholarship contribution by payroll deduction or by direct payment to the Vacaville Teachers' Association. Direct payment shall be made not later than thirty (30) duty days after the first day of duty.

#### 12.1.1 Representation Fee

Any unit member who is not a member of VTA/CTA/NEA, or who does not apply for membership within thirty (30) duty days after employment shall pay a representation fee equal to the yearly dues to VTA/CTA/NEA.

#### 12.1.2 Religion

Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support VTA/CTA/NEA as a condition of employment. Such unit member shall pay a sum equal to the VTA/CTA/NEA yearly dues, to the VTA Scholarship Fund, United Way or the American Red Cross. Payment may be made by payroll deduction or may be made in full not later than thirty (30) duty days after date of hire.

#### 12.1.3 All unit members not previously to comply with this article (those hired prior to January 7, 1993) shall comply with this article no later than September 1, 2001.

### 12.2 Payroll Deduction

Any unit member may sign and deliver to the District a document authorizing deduction of unified membership dues of the Association (VTA/CTA/NEA). Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues or fees from the regular salary check of the unit member each

month for ten (10) months. Deductions for unit members who sign such authorization shall be appropriately prorated to complete required payments by the end of the school year.

### 12.3 Dues Maintenance

The District shall remit any monies deducted through payroll deduction for VTA/CTA/NEA dues or fees to the Association on a monthly basis. Such monies shall be accompanied by an alphabetical list of unit members for whom deductions have been made or payments made, and indicating any changes in personnel from the list previously furnished.

### 12.4 Indemnification

12.4.1 The Association agrees to pay to the District all reasonable legal fees and legal costs incurred in defending against any court action and/or administrative action challenging the legality of constitutionality of the agency fee provision of this Agreement or their implementation and agrees to pay any judgment or settlement liability arising out of such challenges.

12.4.2 The Association shall have exclusive right to decide and determine whether any such action or proceeding referred to above shall or shall not be compromised, resisted, defended, tried or appealed.

## **ARTICLE 13 - NO CONCERTED REFUSAL TO WORK**

13.1 During the term of this Agreement, the Association shall not engage in and/or sanction any strike, work stoppage, or any other concerted refusal to perform mandatory work duties in order to enforce this agreement.

## **ARTICLE 14 – UNIT MEMBER SAFETY**

14.1 Unit members shall not be required to work in unsafe conditions or to perform tasks that endanger their health, safety or well being.

14.2 In the event of an emergency closure of District facilities, including but not limited to natural disaster, quarantine, or government order, unit members shall receive their daily rate of pay and benefits.

14.2.1 If make-up days are required by law, the District shall negotiate said days with the Association.

14.3 The District shall maintain a regular maintenance schedule and keep all school grounds and facilities free of unwanted rodents, pests, and insects such as ants, roaches, and fleas. If insecticides or poisons are used, the District shall notify unit members of the names of the chemicals used at least one week in advance of their use. The District shall apply them only at times when unit members and pupils are not present, allowing sufficient time for toxic effects to wear off before humans re-enter the affected area.

14.4 Current District rules and regulations, including those relating to student behavior, for which unit members are held responsible for enforcing or following, shall be provided to unit members before the end of the second week of school.

### 14.5 Short Term Pupil Suspension

14.5.1 A unit member may suspend a pupil from her/his class for the day of the suspension and the following day for any act that disrupts or diminishes the education process.

14.5.2 The unit member shall report the suspension to a site administrator (or her/his designee) and send, and/or refer the pupil to an administrator (or her/his designee) for appropriate action. The unit member will contact/notify the parent/guardian informing them of the reason for the suspension.

## LEGAL REFERENCE

### California Education Code Section 48910

- 14.5.3 The pupil shall not be returned to the unit member's class during the period of suspension without the unit member's concurrence.
- 14.5.4 The pupil shall not be placed in another regular class during the period of suspension. If the pupil is assigned to more than one class per day, this section shall apply only to classes scheduled during the same time as the class from which the pupil was suspended.

#### 14.6 Reasonable Force

A unit member may use reasonable force as is necessary to protect himself/herself from attack, to protect another person or property, to quell a disturbance threatening physical injury to others, or obtain possession of weapons or other dangerous objects upon the person or within control of a pupil.

#### 14.7 Reporting Cases

Unit members shall immediately report cases of assault suffered by them in connection with their employment to their principal or immediate supervisor and to local law enforcement agencies. Such notification shall be immediately forwarded to the Superintendent who shall comply with any request from the unit member for information relating to the incident which is not of a confidential nature and which is in the possession of the Superintendent.

#### 14.8 Payment

The Board shall provide for the payment of costs of replacing or repairing eyeglasses, hearing aids and prostheses of a unit member when such items are damaged in the line of duty without fault of the teacher unless such payment would duplicate other compensation to which the teacher is entitled.

## **ARTICLE 15 - SPECIAL EDUCATION**

- 15.1 It is the responsibility of the District and the Association to insure accurate and proper compliance with the provisions of the law concerning IWENS (Individuals With Exceptional Needs). It is the further responsibility of both parties to protect the contract rights of unit members serving IWENS.
- 15.2 Based on the CBEDS count and growth units allocated through the SELPA, the District will increase special education staff in proportion to other districts in the SELPA provided funding for those units has been allocated by the State.
- 15.3 The District will make every reasonable effort to follow the SELPA class size/caseload guidelines for special education staffing.
- 15.4 The District will make every reasonable effort to equalize caseloads among Speech Therapists across the District.

## **ARTICLE 16 - MISCELLANEOUS PROVISIONS**

#### 16.1 Standardization of Instructional Minutes for all Elementary Schools

The District will make every effort to standardize the instructional minutes for all elementary schools with a maximum range of thirty (30) minutes per week. Schools with site option of early/late program are exempt from this provision.

16.2 Letters of Recommendation

District Administration will meet with the High School Administrators in an attempt to find ways to provide recognition of and relief for those teachers who write many letters of recommendation for scholarships and college applications. Such relief might include released time, comp time, adjunct duty credit or other appropriate means as suggested by members of the High School Administration.

16.3 Psychologists, Speech Therapists, Nurses, Counselors, Program Specialists

16.3.1 When a unit member in Article 16.3 is on leave (Industrial (i.e. work related), Non-Industrial (i.e. Health, Child rearing) for more than fifteen (15) consecutive contract days during any one school year, the District will make every effort to hire a long term substitute to provide those services.

16.3.2 The District will make every effort to maintain a list of qualified individuals, including those qualified unit members, in the categories in Article 16.3 available to work on temporary basis.

16.3.3 Unit members shall be compensated at their per diem rate of pay.

**ARTICLE 17 - COMPLETION OF AGREEMENT**

This document comprises the entire Agreement between the District and the Association on the matters within the lawful scope of negotiation except as otherwise provided within this Agreement. During the term of this agreement, the District and Association agree to meet and negotiate as needed.

**ARTICLE 18 - SAVINGS**

18.1 If any provision of this Agreement or any application thereof to any unit member is held by the highest court with jurisdiction of the State or by a federal court to be contrary to law, then such provision or application shall be subject to negotiation to determine the extent to which affected article(s) will be amended by such court decisions, but all other provisions or applications shall continue in full force and effect.

18.1.1 Should a provision or application of this Agreement be deemed invalid, the parties shall meet not later than ten (10) days after such court decision to renegotiate the provision or provisions affected.

**ARTICLE 19 - P.A.R.**

**PEER ASSISTANCE & REVIEW**

Joint Committee: Composition and Selection

19.1 Joint Committee

19.1.1 The Joint Committee shall consist of an odd number of members, the majority of whom shall be certificated classroom teachers who chosen to serve by the Association. The District shall choose the administrators of the Joint Committee. The Committee shall select a chairperson. In making their selections, the Association and the District shall strive to have broad representation from various

employee groups, such as Traditional Elementary, Year Round Elementary, Middle School, High School, Special Needs Programs and District Office.

19.1.2 Term of service: Teachers shall serve for three years and may serve consecutive terms. Administrators shall also serve for three years and may be reappointed. (The initial committee members shall serve staggered terms of two (2) and three (3) years.) The initial term lengths shall be determined by random selection.

19.1.3 Qualifications: Five years of experience in the Vacaville Unified School District.

## 19.2 Procedures of the Joint Committee

19.2.1 The Joint Committee shall establish its own meeting schedule. To meet, two-thirds of the members of the Joint Committee must be present, a majority of whom must be certificated teachers. Such meetings shall take place as determined by the Joint Committee. Joint Committee members shall be released from their regular duties to attend meetings, without loss of pay or benefits.

## 19.3 Compensation

19.3.1 Compensation shall be determined by the Joint Committee based upon PAR Program funding.

## 19.4 Committee Responsibilities

19.4.1 The Joint Committee shall be responsible for the following:

19.4.1.1 Providing training, as needed, for the Joint Committee members.

19.4.1.2 Establishing/updating its own rules of procedure, including the method for the selection of a Chairperson.

19.4.1.3 Approving recommendation of the selection committee for Consulting Teachers, based upon current PAR funding.

19.4.1.4 Selecting trainers and/or training providers to provide training for Consulting Teachers.

19.4.1.5 Providing written notification of participation in the PAR program to the Referred Participating Teacher, the Consulting Teacher and the site Principal.

19.4.1.6 Providing assignments for Consulting Teachers.

19.4.1.7 Preparing written guidelines for Consulting Teachers and their activities.

19.4.1.8 Adopting Rules and Procedures to effect the provisions of this Article. Said Rules and Procedures will be consistent with the provisions of this PAR Agreement, and to the extent there is an inconsistency, the Agreement will prevail.

19.4.1.9 Establishing a procedure for application as a Consulting Teacher.

19.4.1.10 Determining the number of Consulting Teachers in any school year based upon participation in the PAR program, the budget available, and other relevant considerations.

19.4.1.11 Reviewing and maintaining documents submitted by the Consulting Teacher.

- 19.4.1.12 Developing the budget based on allocated funds, and submitting this budget to the Business Office in a timely fashion for inclusion in the District's general budget.
- 19.4.1.13 Reviewing the final report prepared by the Consulting Teacher and making recommendations to the Governing Board via the Assistant Superintendent of Human Resources, or designee, regarding the Referred Participating Teachers' progress in the PAR program.
- 19.4.1.14 Evaluating the PAR program annually.
- 19.4.1.15 Abstaining from discussion or votes on any issues in which the member may have a personal or professional conflict of interest.

19.5 Confidentiality of Materials

- 19.5.1 All proceedings and materials generated as a part of the PAR process shall remain confidential, subject to the following exceptions:
  - 19.5.1.1 Such materials may be disclosed in response to a subpoena or order of the court;
  - 19.5.1.2 The final report may be used by the District in any disciplinary action against the Referred Participating Teacher;
  - 19.5.1.3 Joint Committee members and Consulting Teachers may disclose such information as necessary to administer this Article.

19.6 District's Duty to Indemnify

- 19.6.1 The District agrees to indemnify and hold harmless and provide a defense to the individual Joint Committee Members and Consulting Teachers against any claims, causes of action, damages, grievances, administrative proceedings or any other litigation arising from participation in Peer Assistance and Review as provided for by Ed. Code 44503(c).

Participating Teacher

19.7 Referred Participating Teacher

- 19.7.1 A Referred Participating Teacher is a teacher with permanent status who receives assistance to improve his or her instructional skills, classroom management, knowledge of subject, and/or related aspects of his or her teaching performance as a result of one unsatisfactory mark in any category of the final evaluation.
- 19.7.2 A Referred Participating Teacher may select his or her Consulting Teacher from a list of three (3) Consulting Teachers provided by the Joint Committee. The Referred Participating Teacher may request that an entirely different Consulting Teacher be assigned to work with them. The Joint Committee will review the request and make the final decision.

19.8 Voluntary Participating Teacher

- 19.8.1 Voluntary Participating Teachers will be accepted only when sufficient PAR funds are available.
- 19.8.2 A Voluntary Participating Teacher is a teacher with permanent status who volunteers to participate in the PAR program. The purpose of participation in the PAR program for the Voluntary Participating Teacher is for peer assistance only and the Consulting Teacher shall not participate in a performance review of the Voluntary Participating Teacher. The Voluntary Participating Teacher may terminate his or her participation in the PAR program at any time.

- 19.8.3 All communication between the Consulting Teacher and a Voluntary Participating Teacher shall be confidential. All documents relating to the Voluntary Participating Teacher's participation in the PAR program are the property of the Voluntary Participating Teacher so long as participation continues to be voluntary.
- 19.8.4 Voluntary Participating Teachers will be assigned a Consulting Teacher by the Joint Committee.

Consulting Teacher

19.9 Consulting Teacher

- 19.9.1 A Consulting Teacher is a teacher who provides assistance to a Participating Teacher pursuant to the PAR program. The qualifications for the Consulting Teacher shall be set forth in the Rules and Procedures, provided that the following shall constitute minimum qualifications:
  - 19.9.1.1 A credentialed teacher with permanent status.
  - 19.9.1.2 Substantial recent experience in classroom instruction.
  - 19.9.1.3 Demonstrated exemplary teaching ability, as indicated by, among other things, effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.
  - 19.9.1.4 A minimum of five years of experience in the Vacaville Unified School District.
  - 19.9.1.5 Ability to work cooperatively and effectively with colleagues.
  - 19.9.1.6 Ability to work within estimated timelines.
- 19.9.2 The Joint Committee shall appoint Consulting Teachers who will assist participants in the Peer Assistance Program.
- 19.9.3 Compensation for consulting Teachers shall be determined annually by the Joint Committee, based upon PAR Program funding. A Consulting Teacher who is assigned a Referred Participating Teacher shall receive stipend to be determined by the Joint Committee, based upon PAR Program funding.
- 19.9.4 No Consulting Teacher shall have more than one Referred Participating Teacher in their annual workload.

19.10 Duties of Consulting Teacher

- 19.10.1 The Consulting Teacher shall meet with Participating Teachers to discuss the PAR program, to establish mutually agreed upon performance goals, develop the assistance plan, and develop a process for determining successful completion of the PAR program. In addition, Consulting Teachers shall meet with Referred Participating Teachers and their site administrator.
- 19.10.2 The Consulting Teacher shall conduct multiple observations of the Referred Participating Teacher during classroom instruction, and shall have both pre-observation and post-observation conferences.
- 19.10.3 The Consulting Teacher shall monitor the progress of the Participating Teacher and shall provide periodic written reports to the Participating Teacher for discussion and review. The Joint Committee will assign a Consulting Teacher to provide assistance to the Referred Teacher for the agreed upon timeline, or until further assistance will not be productive. A Referred Participating Teacher will be exited from Referred status only by an administrative evaluation. This evaluation must have all areas marked Satisfactory or better.

- 19.10.4 A copy of the Consulting Teacher's Final Report shall be submitted to and discussed with the Referred Participating Teacher to receive his or her input and signature before it is submitted to the Joint Committee. The Participating Teacher's signing of the report does not necessarily mean agreement, but rather that he or she has received a copy of the report. The Consulting Teacher shall submit a final report to the Joint Committee. The Referred Participating Teacher shall have the right to submit a written response, within five (5) days and have it attached to the final report. The Referred Participating Teacher shall also have the right to request a meeting with the Joint Committee, and to be represented at this meeting by the Association representative of his or her choice.
- 19.10.5 The results of the Referred Participating Teacher's participation in the PAR program shall be made available for placement in his or her personnel file, and may be used in the evaluation of the Referred Participating Teacher. Thereafter, the Consulting Teacher shall prepare progress reports for the Joint Committee as determined by the Joint Committee. It is anticipated that a Participating Teacher will stay in the PAR program no more than twelve (12) school months. However, Participating Teachers may, under special circumstances, remain in the program for a total of eighteen (18) school months, upon a majority vote of the Joint Committee.

#### Miscellaneous Provisions

- 19.11 A teacher shall not have access to the grievance process to challenge the contents of reports, evaluations, or decisions of the Joint Committee but may file responses, which shall become part of the official record of the intervention.
- 19.12 Expenditures for PAR shall not exceed revenues received from BTSA funds and funds made available through the passage of AB1X (1999, Villaraigosa) or successor legislation.
- 19.13 It is understood and agreed that this PAR program shall terminate if for any reason there exists an inability for funding thereof through AB1X (1999, Villaraigosa) or successor legislation.
- 19.14 At the conclusion of each fiscal year, if revenue exceeds expenditures, the money will be placed in carryover for the PAR program for the following year.
- 19.15 The PAR Joint Committee shall have the authority to accept or reject self-referrals on the basis of funding and/or slots available in the program.
- 19.16 If a teacher is released from all or part of their regular classroom assignment in order to serve in the PAR program, they will have return rights to that assignment.
- 19.17 The Participating Teacher has the right to be represented throughout these procedures by the Association representative of his or her choice.

### **ARTICLE 20 - DEFINITIONS**

- 20.1 "District" is the Vacaville Unified School District, its Board of Education, Administration, and other designated representatives.
- 20.2 "Association" means the Vacaville Teachers Association (VTA), CTA/NEA, its officers, and representatives. The Association is the exclusive representative of the certificated bargaining unit in the District.
- 20.3 "Immediate Supervisor" means the unit member's administrator, supervisor, or line manager employed by the District who has direct responsibility for supervising the Unit Member. Usually this person is the building principal.

- 20.4 "Unit Member" means any certificated employee of the district who is included in the appropriate unit as defined in Article 2 and therefore covered by the terms and provisions of this Agreement.
- 20.5 "Day" means days the main district office is open for business.
- 20.6 "Duty Day(s)" means day(s) during which unit members are required by contract to render service.
- 20.7 "Instructional Day(s)" means any day(s) pupils are present for instruction.
- 20.8 "Pupil-Free Day" means any day of service required of unit members for the purposes of staff development, preparation, planning, or other professional activity.
- 20.9 "Paid Leave of Absence" means that a unit member shall be entitled to receive wages and all fringe benefits, including, but not limited to, insurance and retirement benefits, return to the same or similar assignment which the unit member enjoyed immediately preceding the commencement of the leave, and receive credit for annual salary increments provided during the unit member's leave.
- 20.10 "Immediate Family" means any spouse, mother (stepmother, mother-in-law), father (stepfather, father-in-law), daughter (stepdaughter, daughter-in-law), son (stepson, son-in-law), grandmother, grandfather, granddaughter, grandson, sister (stepsister, sister-in-law), brother (stepbrother, brother-in-law), or any relative, dependent, or significant other residing in the unit member's immediate household.
- 20.11 "Daily Rate of Pay" means the unit member's annual scheduled salary divided by the number of duty days required by the Agreement.
- 20.12 "Site" means a building or location where unit members work.
- 20.13 "Year-Round Unit Member" is one employed as a unit member whose days of service as defined in this Agreement are distributed over the twelve-month, year-round school program or a twelve-month services program.
- 20.14 "Summer School Unit Member" is a unit member employed as described in this Agreement to teach summer school.
- 20.15 "Intersession Unit Member" is a unit member employed in a year round setting, as defined in this Agreement, to teach intersession in a similar capacity as a summer school teacher.
- 20.16 "Library Media Teacher" means a unit member who is a Librarian.
- 20.17 Job Sharing means a single certificated position shared by two unit members.
- 20.18 Part Time Employment means a single certificated position designated as less than one hundred percent (100%).

## **ASSOCIATION RIGHTS**

- 21.1 The Association has the right under the Educational Employment Relations Act to represent bargaining unit members in their employment relations with the District. Nothing in this Agreement shall be construed as a waiver of such rights.
- 21.2 District Mail Services
- 21.2.1 Concerning Association business only, unit members shall have the right to use the District mail service and unit member mailboxes for communications without interference. Examination of such communications by the District shall only occur when legally required.
- 21.2.2 Concerning Association business only, unit members shall have the right to use the District electronic mail service and unit member electronic mailboxes for

communications without interference. Examination of such communications by the District shall only occur when legally required.

21.2.2.1 The Association shall have an electronic mailbox in the District's electronic mail system.

### 21.3 Bulletin Boards

21.3.1 The Association shall 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 building in areas frequented by unit members.

21.3.2 The Association shall have the right to post notices of activities and matters of Association concern on electronic bulletin boards maintained by the District. Unit members shall have access to the District bulletin boards at each unit member's workstation or classroom.

### 21.4 Use of Buildings and Equipment

21.4.1 The Association shall have the right to use District buildings, sites, and equipment during all reasonable hours for meetings and other Association activities.

21.4.2 The Association shall have the right to use District educational technology equipment and/or studios so long as such use does not interfere with the District's regular instructional program. In the event any cost accrues to the District under this provision the Association shall reimburse the District that cost.

### 21.5 Access to Worksite

21.5.1 Authorized representatives of the Association shall have the right to transact official Association business on school property and utilize District facilities at all reasonable times provided that such activities or use do not interfere with classroom instruction.

### 21.6 Access to Information

21.6.1 The District, upon request by the Association or its representatives, agrees to provide any information the Association deems necessary to fulfill its role as exclusive representative.

21.6.1.1 The District, upon such request, shall promptly furnish to the Association all information concerning the financial resources and certificated and classified staffing of the District.

21.6.1.2 Such information shall include, but not be limited to: annual financial reports and audits, budgets, interim reports, J-90s, assignment location of certificated personnel, tentative budgetary requirements and allocations, agendas and minutes of all Board meetings and all attachments thereto at the time of distribution to the Board, census and membership data, names, addresses and phone numbers of all unit members, salaries, benefits, and stipends paid thereto, educational background, longevity, and other employee information that may be used in representing unit members.

21.6.1.3 In addition, such information, by request of the Association, shall be supplied via electronic means if the District keeps such data in electronic format.

### 21.7 Release Time

21.7.1 The Association President or designee shall be provided release time at no loss of salary or other benefits.

- 21.7.2 Bargaining Team members shall be provided release time for negotiations at no loss of salary or other benefits.
  - 21.7.3 Grievants, witnesses, and Association representatives shall be provided release time for grievance processing at no loss of salary or other benefits.
  - 21.7.4 Unit members working in year-round schools shall be provided release time to attend Association (including CTA and NEA) meetings and training sessions at no loss of salary or other benefits.
- 21.8 The District and the Association acknowledge that Tuesdays, after the regular duty day be reserved for Association meetings. The District will place the regularly scheduled VTA meetings on the internal District calendar and will attempt to schedule meetings on days other than Tuesday. Other Association meetings may be held, when necessary, including after regularly scheduled school meetings, so long as they do not interfere with the normal business of the District.
- 21.9 The District Budget Advisory Committee will include three (3) VTA members. These members will serve on the committee from the formation of the budget, through adjustment of the budget, and finalization of the budget.
- 21.10 Prior to the establishment or implementation of program(s)/position(s) involving any unit members, the District and Association shall confer on the salaries, benefits, work days/hours, working conditions, leave hours, etc. of said unit members.

**SIGNATURES**

**For the Vacaville Unified School District:**

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**For the Vacaville Teachers' Association:**

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**APPENDIX A - SECTION K**

**Vacaville Unified School District  
2008-09, 2009-10, & 2010-11 Extra Duty Pay Schedule**

**Effective: 7 - 01 - 08  
Adopted: 6 - 03 - 10**

Position	Percent of Class 3 Step 3	Annual Amount
Boys H. S. Athletic Director	8.37%	\$3,408
Girls H. S. Athletic Director	8.37%	\$3,408
Boys H.S. Varsity Football Coach	8.37%	\$3,408
Girls H. S. Varsity Soccer Coach	7.17%	\$2,919
Boys H. S. Varsity Basketball Coach	7.17%	\$2,919
Boys H. S. Varsity Wrestling Coach	7.17%	\$2,919
Boys H. S. Varsity Baseball Coach	7.17%	\$2,919
H. S. Track Coach	7.17%	\$2,919
Boys H. S. Varsity Soccer Coach	7.17%	\$2,919
Girls H. S. Varsity Basketball Coach	7.17%	\$2,919
Girls H. S. Varsity Softball Coach	7.17%	\$2,919
Girls H. S. Varsity Volleyball Coach	7.17%	\$2,919
H. S. Student Council Advisor	6.61%	\$2,691
H. S. Varsity Water Polo Coach	6.00%	\$2,443
H. S. Varsity Cross Country Coach	6.00%	\$2,443
Boys H. S. Asst Football Coach	6.00%	\$2,443
H.S. Varsity Asst. Baseball Coach	6.00%	\$2,443
H.S. Varsity Asst. Softball Coach	6.00%	\$2,443
H. S. Varsity Asst Track Coach	6.00%	\$2,443
Boys H. S. Head J.V. Football Coach	6.00%	\$2,443
Boys Middle School Athletic Director	6.00%	\$2,443
H. S. Head Cheerleading Advisor	6.00%	\$2,443
Girls Middle School Athletic Director	6.00%	\$2,443
Girls H. S. J.V. Soccer Coach	5.39%	\$2,194
Girls H. S. Head Badminton Coach	5.39%	\$2,194
H. S. Varsity Golf Coach	5.39%	\$2,194
H. S. Head Swim Coach	5.39%	\$2,194
Boys H. S. Tennis Coach	5.39%	\$2,194
Girls H. S. Tennis Coach	5.39%	\$2,194
Boys Frosh Head Football Coach	5.39%	\$2,194
Boys H. S. J.V. Basketball Coach	5.39%	\$2,194
Boys H. S. J.V. Wrestling Coach	5.39%	\$2,194
Boys H. S. J.V. Baseball Coach	5.39%	\$2,194
Boys H. S. J.V. Soccer Coach	5.39%	\$2,194
Girls H. S. J.V. Basketball Coach	5.39%	\$2,194
Girls H. S. J.V. Volleyball Coach	5.39%	\$2,194
Girls H. S. J.V. Softball Coach	5.39%	\$2,194
H. S. Head Drill Team Advisor	5.39%	\$2,194
Boys H. S. J.V. Asst Football Coach	5.39%	\$2,194
H. S. Strings Coordinator	5.39%	\$2,194

For 2010-11, above stipends are reduced by 25%.

Position	Percent of Class 3 Step 3	Annual Amount
H. S. Yearbook Advisor	5.39%	\$2,194
H. S. Band Director	5.39%	\$2,194
H. S. Drama Advisor	5.39%	\$2,194
Middle School Student Council Advisor	5.39%	\$1,946
Frosh Volleyball Coach	4.78%	\$1,946
H. S. Asst Cheerleader Advisor	4.78%	\$1,946
H. S. J.V. Water Polo Coach	4.78%	\$1,946
Girls Frosh Softball Coach	4.78%	\$1,946
Boys Frosh Asst Football Coach	4.78%	\$1,946
Boys Frosh Basketball Coach	4.78%	\$1,946
Boys Frosh Wrestling Coach	4.78%	\$1,946
Girls Frosh Basketball Coach	4.78%	\$1,946
H. S. Choral Director	4.78%	\$1,946
Middle School Yearbook Advisor	4.78%	\$1,946
Boys Frosh Baseball Coach	4.78%	\$1,946
Boys Frosh Track Coach	4.78%	\$1,946
Girls Frosh Track Coach	4.78%	\$1,946
Frosh Cross Country Coach	4.78%	\$1,946
Middle School Strings Director	4.19%	\$1,706
H.S. Asst Band Director	4.19%	\$1,706
Middle School Band Director	4.19%	\$1,706
Middle School Choral Director	4.19%	\$1,706
H. S. Newspaper Advisor	4.19%	\$1,706
Academic Decathlon	4.19%	\$1,706
H. S. Asst Swim Coach	4.19%	\$1,706
Middle School Cross Country Coach	3.59%	\$1,462
Middle School Volleyball Coach	3.59%	\$1,462
Girls Middle School Track Coach	3.59%	\$1,462
Girls Middle School Soccer Coach	3.59%	\$1,462
Boys Middle School Basketball Coach	3.59%	\$1,462
Girls Middle School Basketball Coach	3.59%	\$1,462
Boys Middle School Wrestling Coach	3.59%	\$1,462
Boys Middle School Football Coach	3.59%	\$1,462
Boys Middle School Track Coach	3.59%	\$1,462
Middle School Cheerleading Advisor	3.59%	\$1,462
Middle School Drill Team Advisor	3.59%	\$1,462
Boys Middle School Soccer Coach	3.59%	\$1,462
Middle School Asst Band Director	2.99%	\$1,217
H. S. Debate Advisor	2.99%	\$1,217
Middle School Intramurals	1.60%	\$651

For 2010-11, above stipends are reduced by 25%.

Prep Period Substitution Rate: \$26.13  
 Extra Duty Non-Teaching Rate: \$26.13  
 Extra Duty Teaching Rate: \$26.13  
 Intervention Program: \$36.58  
 Subbing on Off Duty Time: \$130.63

INTRAMURAL POSITIONS: \$651.04  
 For an 80-hour session. A second position may run concurrently with the first position providing the enrollment is 40 or more. This position will be deleted should the enrollment drop below 30, and the first position will be deleted if enrollment should drop below 20.

DEPARTMENT CHAIRPERSON:  
 Middle School and High School:  
 \$916.80 plus \$21.36 per first semester section within the department not taught by the chairperson.

TEACHER-IN-CHARGE:  
 \$356.47 plus \$21.28 per regular teacher assigned to the school, excluding the Teacher-in-Charge. Should the principal be absent for an extended period of time, additional pay of \$17.14 per day shall begin starting with the third day of absence and continue for the duration of that absence.

STAFF DEVELOPMENT:  
 Pay for approved Staff Development participants during off duty time shall be \$135.85.

CERTIFICATE OF CLINICAL COMPETENCY:  
 \$632.73