

**Contract year 2016-17
Tentative Agreement #5
Between the
Vacaville Teachers Association
And the
Vacaville Unified School District**

The Vacaville Teachers Association and the Vacaville Unified School District agree to the following concerning the 2016-17 contract (changes/additions/deletions in bold or strikethrough):

6.3 Return from Leaves

6.3.1 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 **with approval of the Human Resources administrator.**

6.3.1.1 If the position was filled by a long-term substitute or a temporary hire, a unit member returning from a Board approved leave of absence shall return to the position they left.

6.3.1.2 If an Involuntary Transfer freeze on positions has occurred and no long-term substitute was provided, then the unit member returning from leave shall choose from openings available according to Article 7.4.9 of this collective bargaining agreement.

7.4.7 The unit members in the involuntary transfer pool will select positions in order of most senior member to least senior member. **Unit members shall select only openings they are credentialed for and openings with the same number of duty days and hours. Unit members may select openings with a different number of duty days and hours with approval of the Human Resources administrator, or his/her designee.**

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. **Site administrators shall notify site unit members (including those coming back from leave) of all openings and site unit members shall be considered first in filling any open positions before they become vacancies.**

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 **a vacancy or a new position being advertised outside the District (see Article 7.7.8 on the filling of vacancies).**

7.7.8.1 Interested and qualified unit members at the site shall be **interviewed first** 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. **If no qualified district applicants are selected for the position, then unit members on the voluntary transfer list shall be considered for the position.**

7.7.10 Should a vacancy occur in a teaching position **during** 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.

For the District

For the Association

*Randy Henry
VUSD Chief Negotiator*

*Brenda Hensley
VTA Bargaining Chair*

Date