

**Memorandum of Understanding
Between
the Vacaville Unified School District
and
the Vacaville Teachers Association**

Changes to Article 6.2.3

This MOU shall go into effect retroactively to September 24, 2021, replaces the original MOU signed on April 6, 2022 and shall be incorporated into the collective bargaining agreement upon ratification.

Changes in Bold, Deletions in strikethrough:

6.2.3 Extended Disability Leave

After all the ~~current twelve (12) days personal sick leave and any additional accumulated personal sick leave at full pay have~~ been used, and **if** additional sick leave is necessary, a unit member shall receive differential pay ~~the difference between his/her~~ **their** own salary and the amount paid a substitute ~~(referenced in Article 6.2.3.1) 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~~ **Differential pay will be calculated as follows: No more than one hundred eighty dollars (\$180) will be deducted per workday whether or not a substitute is actually employed. If a unit member's substitute costs less than one hundred eighty dollars (\$180) per day, then the actual amount of the substitute shall be deducted per workday.**

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

~~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.~~

~~6.2.3.3.4 Proof of Physical Disability~~ The **District 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.

Chris Hulett
VUSD Assistant Supt. Human Resources

Todd Blanset
VTA President

date