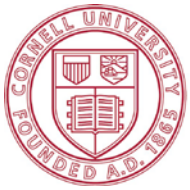

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CONTRACT BETWEEN

VALLEJO CITY UNIFIED SCHOOL DISTRICT

AND THE

VALLEJO EDUCATION ASSOCIATION

JULY 1, 2002 – JUNE 30, 2005

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ARTICLE 1 - RECOGNITION

The Board recognizes the Association as exclusive representative of all regular, temporary and part-time certificated employees, excluding day-to-day and long-term substitutes, management, supervisory and confidential employees.

ARTICLE 2 - NON-DISCRIMINATION

The District shall not discriminate against any unit member on the basis of race, color, creed, age, sex, national origin, political affiliation, domicile, marital status, sexual orientation, physical handicap, membership in an employee organization or participation in the activities of an employee organization.

ARTICLE 3 - WAGES

3.1 Salary Increase

In the event the District receives any additional unrestricted funds that can be used for unit members' salaries and which are not included in the following provisions, then at either party's request, they shall meet and negotiate over whether, and if so, how such funds may be used.

The funds made available in Sections 3.1.1 through 3.1.3 may, upon mutual agreement between the parties, be distributed on the salary schedules in a weighted manner, e.g., to provide greater increases (on) specific columns and/or other longevity steps than those applied to base salary schedules.

3.1.1 2002-03 Salary

Each step of 2001-02 Schedule A, 2001-02 Schedule B and Schedule C shall be increased by the percent increase in the VCUSD 2002-03 cost of living adjustment/ base revenue limit (COLA./BRL) including any equalization aid and/or deficit reduction funds. All salary shall be retroactive to July 1, 2002. The amount of this increase is 1.89%.

The 2002-03 increase will be implemented as soon as practicable following ratification by both parties.

3.1.2 2003-04 Salary

Each step of the 2002-03 salary schedules A, B, and C shall be increased by the percent increase in the District's COLA/BRL for 2003-04 as defined in Section 3.1.4. All salary shall be retroactive to July 1, 2003.

3.1.3 2004-05 Salary

Each step of the 2003-04 salary schedules A, B and C shall be increased by the percent increase in the District's COLA/BRL for 2004-05 as defined in Section 3.1.4. All salary shall be retroactive to July 1, 2004.

3.1.4 For purposes of this Article, "COLABRL" is defined as the ongoing, unrestricted COLA and any other on-going increase to the District's base revenue limit per ADA actually funded by the state after the state deficit, if any, has been applied, and actually received by the District in the year to which the COLA applies.

3.1.5 The COLA/BRL increases provided in sections 3.1.2 and 3.1.3 shall be decreased according to the following:

COLA/BRL	0% ≤ 1.24%	1.25% ≤ 3%	>3%
Deduction	0%	0 .25%	0.5%

3.1.6 The annual salary increase shall be jointly determined in accordance with the following timeline.

Within 5 days of the State Budget Act being signed by the Governor, the parties shall meet to determine the amount of the salary increase.

If the salary increase is 2% or less, the salary increase shall be implemented on March 31 and all retroactive salary shall be paid on March 31.

If the salary increase is greater than 2%, one half of the increase shall be implemented on September 30 or within 45 days of the State Budget Act being signed by the Governor, whichever is later. The remainder of the salary increase shall be implemented on May 31 and all remaining retroactive salary shall be paid on May 31.

3.1.7 None of the foregoing shall result in salary schedules which are less than the previous year's salary schedules.

3.2 Rules Governing All Schedules

3.2.1 Pay Warrants

The unit member may authorize the District to make payroll deductions for fringe benefits, union dues and assessments, credit union transactions, District approved tax-sheltered annuities, and other District approved deductions. Unit members are limited to two active tax sheltered annuity

plans at any one time. The unit member will be solely responsible to stay within federal maximums for sheltering wages and will comply with applicable laws and IRS regulations.

Unit members shall be notified of any District initiated changes in payroll deductions in writing at least thirty (30) days prior to implementation of the change.

3.2.1.1 Unit members may pick up their pay warrants at their school sites. The District shall provide the option of direct, electronic deposit of all pay, extra pay, extra-curricular pay, retroactive and summer school pay to a bank or credit union of the unit member's choice. Such deposits shall have been made by the effective date of the warrant. A non-negotiable notice of the deposit shall be mailed or otherwise delivered to the unit member in a timely manner. All pay warrants and non-negotiable notices of electronic deposit shall clearly itemize all income and deductions.

3.2.1.2 A separate warrant will be issued for extra curricular, retroactive, summer school pay, and/or other extra pay. Such pay warrants shall be issued within ten (10) days after the end of each calendar month during which the services were performed.

These pay warrants shall include an explanation of the work being compensated.

3.2.1.3 The annual salaries set forth in this Agreement shall be paid in ten (10) or twelve (12) month installments, payable on the last working day of each month with appropriate deductions as mutually agreed between the Association and the District. Unit members selecting payment of wages in twelve (12) paychecks, upon request, may receive the July and August pay warrants on the last working day of June.

In the event of an overpayment, the unit member, District and VEA shall meet to determine a reasonable repayment plan.

Whenever the District notifies a unit member that he/she has been overpaid or underpaid, the District shall also provide all relevant data in support thereof.

3.2.2 Work Experience Credit

For initial placement on a salary schedule credit will be allowed for verified successful full-time paid work experience related to the teaching experience for every two years of such work experience upon approval of a written request submitted to the Superintendent of Schools or designee.

3.2.3 Military Service Credit

Full credit will be allowed for each year of military service in lieu of teaching experience in Vallejo, providing a military leave, as provided herein, has been granted by the Governing Board.

3.2.4 Evaluation of Credits

Credits shall be in terms of semester units. Quarter units are multiplied by two-thirds to determine semester units.

3.2.5 Credit Before Degree

Credit will be granted on the salary schedule for all upper division and graduate courses if they meet the following requirements.

(a) Credits will be accepted by the college toward meeting the requirements of the Master's Degree. OR Credits will be accepted by the college toward meeting the requirements of an education credential.
(b) The credits were taken during the last quarter or semester prior to the granting of the Bachelor's Degree.
(c) Credits were not required for the Bachelor's Degree.
(d) The applicant must present a statement from the institution to the effect that (1) The above mentioned program was approved prior to the time the work was taken and (2) courses for which advanced standing credit had been approved are listed by title and number.

3.2.6 Yearly Advancement

3.2.6.1 A unit member, other than adult hourly, shall be advanced on the salary schedule within his/her proper class one step with the completion of at least 75% of a unit member's full work year, as defined in the contract. Advancement will be made as of the first working day of his/her work year.

3.2.6.2 An adult hourly unit member shall be advanced on the salary schedule within his/her proper class one step with the completion of at least two trimesters of a unit member's full work year. Advancement will be made as of the first working day of his/her work year.

3.2.7 Deadline for Filing

All work which is to be used as additional units to effect a change in a unit member's salary placement must be on file in the Personnel Office by October 1, and February 1, (or the next closest working day). Should these units effect a change in the unit member's placement on the salary schedule, such change will be made on the next pay warrant.

3.3. Rules Governing Salary Schedule A

All unit members except Children's Center/Preschool unit members and adult hourly unit members will be paid according to Salary Schedule A.

3.3.1 Placement

3.3.1.1 A unit member shall be placed at the step reflecting the member's years of experience in the District plus the years of experience granted to the unit member upon hire within the unit member's appropriate class.

3.3.1.2 Certificated employees with a master's degree or a second required credential will receive an additional stipend as designated on Salary Schedule A.

3.3.1.3 Certficated employees with a doctorate will receive an additional stipend as designated on Salary Schedule A.

3.3.1.4 The following certificates will be compensated at a percentage of the masters/doctorate stipend: BCLAD stipend shall be 50% with assignment, CLAD stipend shall be 40% with assignment. SDAIE/SB 1969 stipend shall be 30% with assignment. Assignment is defined as having at least one Limited English Proficient (LEP) student in one's class.

National Teacher Certification shall be compensated annually at twice the masters stipend.

Speech and Language Pathologist National Certification shall be compensated annually at an amount equal to the masters stipend.

3.3.2 Experience Credit

Full credit for teaching in public schools and in non-publicly supported accredited school will be granted. Service for fewer than one hundred

thirty-eight full days in one year will not count. Service for one full semester, on one assignment, in one school year, may be added to a like period of another school year so as to provide credit for one full year.

Unit members hired after July 1, 1999 who did not receive full credit for their teaching experience shall be given full credit effective July 1, 2002 and thereafter, prospectively, shall be paid based on the new placement.

3.3.3 Requirements for Vocational and Industrial Arts Teachers/ROP

3.3.3.1 Placement

Vocational arts and industrial arts teachers who serve on a vocational designated subjects credential with specialization in trade and technical teaching will be placed according to the following schedule:

Class I	Designated Subjects Credential, Specialization in Trade and Technical Teaching
Class II	Designated Subjects with 24 semester units
Class III	Designated Subjects with 42 semester units
Class IV	Designated Subjects with 60 semester units
Class V	Designated Subjects Credential with 82 semester units
Class VI	Designated Subjects Credential plus a Bachelor's Degree.

A Vocational Class A Credential may be accepted in lieu of the Designated Subjects Credentials

3.3.4 Counting of Units Units other than upper division and/or graduate may be accepted from colleges and universities when such institutions require such units as a part of the work counting toward the Bachelor's Degree. The Superintendent may require letters from the institutions verifying that the units count toward a degree.

3.3.4.1 Work Experience

Five (5) years will be deducted from the total number of years of experience in the trade or occupation. Full credit will be allowed for additional years of experience up to a maximum of 5 years.

3.3.4.2 Work Experience SDS Credential

Four (4) years of work experience credit allowed for a Bachelor's Degree if the degree is a part of the requirement for the credential and may be added to the years of actual work experience. Five (5) years will be deducted from this total and full credit will be allowed for the remaining years of experience up to a maximum of 5 years.

3.4 Rules Governing Salary Schedule B

All Child Development/Preschool unit members will be paid according to the Salary Schedule B.

At each Child Development site one unit member shall be designated Lead Teacher. The Lead Teacher shall be assigned to the shift opposite the site supervisor's shift. The Lead Teacher position shall be filled in accordance with the provisions of Article 8 and be paid an annual stipend of $3000 in addition to his/her salary. The Lead Teacher will act as daily (primary) opener/closer at the site and as TIC when needed.

At each Child Development site one unit member shall be designated as the secondary TIC. The secondary TIC shall be filled in accordance with the provisions of Article 8 and be paid a daily stipend of $30 for each day he/she acts in the capacity of TIC. The TIC will act as the opener/closer at the site.

3.5 Rules Governing Salary Schedule C

All Adult Hourly unit members will be paid according to the Salary Schedule C.

3.5.1 Advancement on the salary schedule will be determined by completion of all or two thirds portion of a year's teaching experience in the Vallejo Adult Education Program.

3.5.2 Five years of credit will be granted for full time regular or adult school teaching. Credit for non-teaching experience will be granted at the rate of one year teaching experience for two years of non-teaching providing the non-teaching experience relates to the teaching field, was full time and was on a paid basis.

3.5.3 Unit members shall be paid on or before the 10th of the month unless the 10th falls on a weekend, then the checks will be issued on the next workday.

3.5.4 Unit members' pay shall be based on the unit member's verified time for the preceding monthly employment period. If it is necessary to change the posted time, the unit member shall be notified.

3.5.5 Adult Hourly unit members shall be paid an additional eighty cents ($0.80) per hour for a masters degree and an additional eighty cents ($0.80) per hour for a doctorate degree.

Beginning with the 2003-04 salary schedule and each year thereafter this amount shall be increased by the same amount as the salary schedule increase.

3.6 Workyear

3.6.1 The total number of workdays for full-time counselors and librarians shall be 193 days per year. The scheduling of these days shall be jointly determined by the unit member and the site principal to best meet the needs of the students.

3.6.2 Full-time unit members who are assigned to counseling duties for less than one-half time shall work 188 days per year.

3.6.3 The total number of workdays for full-time social workers shall be 183 days per year.

3.6.4 The total number of workdays for all other full-time members working a traditional school year, shall be 183 days per year. Year-round teacher shall work 178 days.

3.6.5 Unit members who are required to work more than 183 days (178 days) will be paid 1/183 (1/178) of their annual salary for each extra day.

3.6.6 Child Development (220 days/183/179) will be paid at their daily rate when working beyond 220/179 days and will be paid time and one-half when working a District holiday. Regular Child Development unit members, on their planned days off, shall be given "first refusal" when substitutes are needed for their position. This will be done on a rotating basis.

3.6.7 Procedure for calendaring workdays for 220 day workyear:
Prior to the beginning of the new school year (June 1), each unit member shall submit his/her proposed workyear to the site manager. The unit member's submitted calendar shall be considered "approved" unless she/he is notified otherwise by June 15.
If a conflict exists (more than 50%) of the unit members at the site want the same non-work day) the manager will notify the unit member by June 15. The unit members will then attempt to resolve the conflict by June 30. If the conflict cannot be resolved, the most senior unit member's calendar is approved.
If a unit member needs to change his/her calendar and s/he notifies the site manager within two weeks and there is no conflict (as defined above), the change shall be approved.

3.6.8 Adult School unit members required by their supervising manager to work during times when central office is closed will be paid at time and one-half.

The time that Adult School teachers work as substitutes does not count toward permanent status. Regular Adult Hourly unit members shall be given "first refusal" for days/hours when they are not scheduled to work. This will be done on a rotating basis. Adult Hourly unit members shall be paid their regular hourly rate.

3.6.9 In addition to the days referenced above, three (3) Staff Development days shall be scheduled for unit members paid on Schedule A. Attendance at any of the Staff Development days is voluntary. Those attending the Staff Development day(s) shall be paid $225 for each Staff Development day attended.

The Staff Development days for traditional calendar schools and single-track schools shall be included in the negotiated calendar. The Staff Development days for multi-track year round schools shall be determined using the school's site-based decision making process. This decision shall be made prior to Track D's last work day of the school year

After the final voluntary Staff Development day, the parties shall meet to review the number of VEA unit members who attended, to determine the revenue to be received by the District, and the amount of unexpensed revenue, if any. At this time, the parties shall determine how the remaining balance in the program shall be used.

3.6.10 The work year for VEA unit members assigned to the Infant Specialist Program shall be 220 days. Unit members shall be paid their per diem for each day beyond 183 days.

The total number of work days for full-time unit members in the Exceptional Tots Program shall be 200 days. This will bring the work year for these unit members in compliance with the state and federal laws mandating 200 days per year.

3.7 Mileage

Unit members who agree to use their private vehicles in the performance of their duties are entitled to reimbursement at the IRS rate.

3.8 Hourly Rate

3.8.1 The hourly rate of pay for unit members who perform required or requested work authorized by the manager beyond the provisions of Article 5 or who are hired as teachers in the Independent Study Program

shall be the individual's salary on the salary schedule, divided by 1214. Unit members who are required or requested by the manager to substitute for other teachers, or who have students of absent teachers parceled into their classes in other than emergency situations, shall be paid at the hourly rate of pay in addition to their daily salary.

3.8.2 Adult School unit members who have students added to their class from another class shall be paid at twice their hourly rate when the combined class exceeds 26 students in attendance. Adult School unit members who are required or requested by the manager to work beyond the trimester dates shall be paid at their hourly rate.

Students shall not be parceled into a teacher's class more than three (3) days per week. No more than six (6) students may be parceled into one class.

3.9 Summer School Rate

Summer school teachers will be paid at their hourly rate on Schedule A. Currently employed unit members shall receive preference in hiring.

3.9.1 Summer school positions shall be filled in accordance with Article 8 of the VEA/VCUSD Agreement.

3.9.2 Teachers shall be paid their hourly rate for all in-service, teaching, meeting and preparation time related to summer school. In addition to student attendance days, teachers shall be paid five and one-half (5.5) hours for in-service, five and one-half (5.5) hours of preparation time prior to summer school and one (1) hour of preparation time for each student attendance day.

3.9.3 Mandatory site meetings may be scheduled in accordance with the following:

a. Meeting shall not be longer than sixty (60) minutes.
b. For K-5 teachers, no more than four (4) meetings.
c. For 6th grade teachers, no more than three (3) meetings.
d. For 7th through 12th grade teachers, no more than four (4) meetings.

3.9.4 The teacher work day shall be five and one-half (5.5) hours including fifteen (15) minutes before and fifteen (15) minutes after the student day and a thirty (30) minute duty free break/lunch.

3.9.5 Summer school teaching assignments shall not be changed/modified after the first four days of classes.

3.9.6 In the event the enrollment in summer school is less than anticipated, teachers shall be retained in accordance with the provisions of Article 8 of the VEA/VCUSD Agreement.

3.9.7 After the first four days of classes, teachers shall be guaranteed employment for the remaining weeks/days of summer school.

3.9.8 No classes shall exceed thirty (30) students.

3.10 Pay for Extra Curricular Assignments

3.10.1 High School

The pay for unit members for extra curricular assignments at the senior high schools is established as a percentage of Class 1, Step 1, Schedule A as indicated in the table below.

Athletic Director with maximum of 270 clock hours release time per school year	12.5
Activities Director with maximum of 270 clock hours release time per school year	12.5
Academic Decathlon	6.5
Badminton	6.0
Band (Marching)	7.5
Baseball Varsity	7.5
Assistant Varsity*	6.5*
Junior Varsity or Frosh/Soph	6.5
Freshman	5.5
Basketball Varsity	8.0
Junior Varsity or Frosh/Soph	6.5
Freshman	5.5
Assistant Coach*	5.0*
Cross Country Head	5.5
Drama	6.5
Football Varsity	9.0
Assistant Varsity (2)	7.5
Frosh/Soph or Junior Varsity	7.0
Assistant Frosh/Soph or JV	6.5
Freshmen	5.5
Assistant Coach*	5.0*
Golf	5.5
Soccer Varsity	7.0
Junior Varsity or Frosh/Soph	6.5

Freshmen	5.5
Softball Varsity	7.5
Assistant Varsity*	6.5*
Junior Varsity or Frosh/Soph	6.5
Freshmen	5.5
Spirit Groups (3)	5.5
Swimming Head	7.0**
Assistant Coach**	5.0**
Tennis	6.5
Track Varsity	7.5
Asst.	6.5
Freshmen	5.5
Assistant Coach*	5.0*
Vocal	5.0**
Volleyball Varsity	7.0
Asst. Junior Varsity or Frosh/Soph	6.0
Assistant Coach*	5.0*
Wrestling Varsity	8.0
Junior Varsity or Frosh/Soph	6.5
Assistant Coach*	5.0*
Yearbook/Newspaper	6.5
Water Polo*	5.5*

*Positions will not be funded from the VCUSD General Fund
**Individuals in these positions will continue at the higher salary until the revised salary equals their current salary.

3.10.2 Middle Schools

Each middle school shall have the following extra curricular positions funded from the VCUSD general fund.

Activities Director	3.5
Band	3.5
Yearbook	3.5

In addition each site shall have one (1) additional position paid at 3.5% and funded from the VCUSD general fund. The site shall determine the position to be funded utilizing its site based decision-making process.

The pay for unit members for extra curricular assignments at the middle schools is established as a percentage of Class 1, Step 1, Schedule A.

3.11 Department Chairs and Team Leaders

3.11.1 Comprehensive High Schools

Each comprehensive high school shall be allocated stipends for department chairs/team leaders in accordance with the following.

Number of VEA Unit Members FTE (Rounded to the Nearest Whole Number)	Department Chairs/ Team Leaders
Up to and including 50	7
51 through 60	8
61 through 70	9
71 through 80	10
81 through 90	11
91 through 100	12

The site shall determine if department chairs or team leaders or a combination thereof will be implemented utilizing its site based decision-making process. Department chairs/team leaders shall be paid 6.5% of Class 1, Step 1, Schedule A or receive a period off.

3.11.2 Middle Schools

Each middle school shall be allocated stipends for department chairs/team leaders in accordance with the following.

Number of VEA Unit Members FTE (Rounded to the Nearest Whole Number)	Department Chairs/ Team Leaders
Up to and including 28	5
29 through 34	6
35 through 40	7
41 through 46	8
47 through 52	9

The site shall determine if department chairs or team leaders or a combination thereof will be implemented utilizing its site based decision-making process. Department chairs/team leaders shall be paid 5.5% of Class 1, Step 1, Schedule A.

Effective with the 2003-04 school year, Department chairs/team leaders shall be paid 6.5% of Class 1, Step 1, Schedule A.

3.11.3 A separate pay warrant shall be issued for department chairs/team leaders on the July 15th payroll. Department chairpersons/team leaders shall be appointed for one year. There shall be no restrictions on how many years a person may serve. By June 1 of each year, each department/team shall submit a prioritized list of two candidates to its school site administrator for final selection of department chairperson/team leader for the next school year. If a

vacancy occurs during the school year, the selection process described shall be repeated within thirty (30) days.

3.12 Extra Duty Pay

These rates of pay are for services performed outside the employee's regular workday and/or workyear and must be required or requested by a manager

3.12.1 Voluntary Duty - is defined as meeting the following criteria:

1. The activity is not in a school/district plan.
2. There is the ability for the unit member to stop the activity at any time.
3. Students are voluntarily present for the activity.
4. The activity is beyond the unit member's duty day.

There shall be four (4) tiers of Extra Duty pay:

3.12.2 Professional Duties - paid either at an individual's per diem rate or that same rate calculated on an hourly basis as per the Wage Article, Hourly Rate Section.

A. Instructing and/or presenting to adults.
Planning for such instructing/presenting shall be paid at the rate of two (2) hours of planning time for each hour of instruction/presentation for the first day and at the rate of one (1) hour/day for each subsequent day.

B. Working with children before and/or after the duty day. Planning for such work shall be paid at the rate of 10 minutes/50 minutes of work.

C. Mandated planning necessary to implement District and School programs such as: Textbook Advisory Committees, District Curriculum Committees, School Level Planning Committees, Leadership Teams, etc.

D. Hart Bill conferencing/scoring

E. IEP participation

3.12.3 Special Skills - paid at the summer school rate:

A. Managing/organizing materials

B Translating

3.12.4 Participation - paid at the highest substitute teaching rate:

A. Conference/Inservice attendance while not in school

B. Substitute teaching

3.12.5 Mandated Committee Participation – Paid according to the following schedule:

A. Site Mentor Committee $100

B. Bilingual Site Contact

Elementary	No. LEP Students		Secondary	No. LEP Students	
Level A:	≤ 30	$100	Level A:	≤ 60	$250
Level B:	31 thru 60	$250	Level B:	61 thru 90	$400
Level C:	61 thru 90	$400	Level C:	91 thru 120	$600
Level D:	> 90	$600	Level D:	121 thru 150	$800
			Level E:	>150	$1000

At the beginning of each year a school's level placement shall be determined by the number of LEP students.

C. Professional Development Committee
$150 Committee Members
$250 Committee Chairs(s)

D. Teacher in Charge (K-12 and Adult School) $50

Teacher in Charge Child Development $30
See Section 3.4

3.13 Stipend – Regular Education Teachers

Each school site will be allocated a sum equal to $135 for each unit member assigned to a teaching, counseling or librarian position, except those Special Education teachers who receive stipends from their programs. These funds will be used to purchase classroom supplies/materials/equipment. This fund is in addition to the school's present general supplies budget. Unit members may elect to spend the $135 allotted to them individually or as a group(s). All non-consumable materials/supplies/equipment will become property of the District.

3.14 Professional Growth & Classroom Teacher Instructional Improvement Program

3.14.1 Committee Membership
The Association shall select six (6) unit members to serve on the committee. At least (5) must be permanent full-time teacher members whose primary duty is classroom instruction. The Superintendent shall assign one principal as a member of the committee. One central office staff member shall be assigned by the Superintendent to serve as a non-voting facilitator for the committee. The committee shall select its own chairperson and determine its own methods of operation.

3.14.2 Functions - The committee shall:

3.14.2.1. Act upon requests from certificated staff for authorization to attend courses, workshops, seminars, conferences, inservice training sessions, or other such activities for the purpose of obtaining professional growth credit.

3.14.2.2 Recommend to the Governing Board those employees who should be awarded sabbatical leaves.

3.15 Relocation of Classroom

Unit members required to move in or out of classrooms due to renovations and/or other unforeseen circumstances shall receive two (2) days of release time. If the District determines that release time is not feasible during the unit member's scheduled work day, the unit member shall be paid his/her hourly rate to a maximum of two (2) work days to move outside of the scheduled work day.

ARTICLE 4 - CREDENTIALS

4.1 Credential Renewal
The District shall designate a sufficient number of certificated, non-bargaining unit members who shall serve as credential advisors.

Members of the bargaining unit who are issued a Professional Clear Teaching Credential after August 31, 1985 shall develop an individual program of professional growth which consists of a minimum of 150 clock hours of participation in activities which contribute to competence, performance or effectiveness in the profession of education. This program is to be completed within a five year period. The five year period begins on the date the credential is issued. The unit member shall be responsible to:

4.1.1. Select a legally qualified advisor. One source of such advisor shall be the list supplied by the District of all District managers who are certified by the Governing Board in the current year as being qualified to evaluate teachers.

4.1.2. Formulate Professional Growth goals and a Professional Growth Plan based on an assessment of his/her own Professional Growth needs.

4.1.3. Obtain the advisor's approval of the Professional Growth Plan. The Professional Growth Plan must include at least two of the following areas:

4.1.3.1 Completion of college or university course.

4.1.3.2. Conferences, workshops or staff development programs which increase the professional knowledge, competence, performance or effectiveness of the candidate.

4.1.3.3 Systematic programs of observation and analysis of teaching.

4.1.3.4 Service in a leadership role in an educational institution.

4.1.3.5 Service in a leadership role in a professional organization.

4.1.3.6 Educational research and innovation.

4.1.3.7 Specific activities -

1. exchange teaching
2. participate in work experience programs
3. independent study
4. creative endeavors
5. cultural experiences

4.1.3.8 Several activities will receive automatic approval by a district advisor if included in a plan of professional growth. They are:

1. Service as an elected officer of the Vallejo Education Association or the California Teachers Association.
2. Attendance in or facilitation of any program of the District Professional Growth Center.
3. Attendance in or facilitation of any activity sponsored by the District's Elementary and Secondary School Improvement Department.

4.1.4 Appeal - The District's Professional Growth Committee shall serve as the body to review and decide appeals brought to it by the candidate regarding disagreements with an advisor. The decision will be by majority vote of the committee. The committee may ask the candidate and/or the advisor to appear before it. The process may be used only where the advisor is an advisor from the District designated list of advisors. All activity under this sub-section of the contract will be in conformity with Ed Code Section 44277.

ARTICLE 5 - HOURS

The following definitions shall be used for interpreting the provisions of this article.

Instructional Minutes: The time spent by classroom teachers working with students exclusive of passing time.

Unit Members: All VEA bargaining unit members at the site including classroom teachers, special education teachers and all non-classroom positions.

Active Duty Time: The time spent by unit members in non-classroom positions working with students and/or performing other duties including passing time. This time excludes lunch time, 10 minute break and preparation/planning time.

High School Hours (Grades 9 through 12 @ Comprehensive High Schools)

5.1 The following provisions shall apply to all high school unit members.

5.1.1 The total number of instructional minutes per full-time classroom teacher shall not exceed 2750 for every ten (10) student days. (The modified minutes at Vallejo High School, Jesse Bethel High School, and Hogan High School to accommodate the exam schedule are considered to be in compliance with this provision.)

5.1.2 All full-time unit members shall be provided a minimum of 500 minutes for preparation for every ten (10) student days. This time shall be scheduled in blocks of not less than 45 minutes. This time shall be used at the discretion of the unit member. If the unit member leaves the campus during his/her preparation period, he/she shall notify the site office before leaving campus. Full time unit members assigned to non-classroom duties shall schedule a minimum of five hundred minutes for every ten student days for preparation.

5.1.3 The daily lunch period for all full-time unit members shall be at least thirty (30) consecutive duty-free minutes, exclusive of passing periods. If the lunch period is reduced due to inclement weather, the unit member shall be allowed to reduce his/her duty day by an equivalent number of minutes provided it does not infringe upon the student day. The lunch period may be extended by the appropriate manager after consultation with the affected unit members. Unit members shall not be required to perform noon duty supervision except in emergency situations, as defined in the Safety Article. Itinerant and/or split assignment unit members shall not be required to travel during lunch, preparation, or break time.

5.1.4 All full time unit members shall be entitled to one (1) ten-minute duty free relief period per duty day. The break shall be in the morning or added to the lunch period at the option of the staff. This decision shall be made in accordance with Section 5.11.

5.1.5 Unit members may not be required to attend more than four (4) meetings per school month called by a manager with normally no more than one (1) such meeting in any one week. In addition, unit members may be required to extend the site duty day by no more than four (4) hours per school year.

No unit members shall be required to return to the work site after the end of the duty day more than two (2) times per year. On those days when a unit member is required to return to evening meetings his/her duty day shall be the same as his/her student day. Unit members may not be required to perform extra duty assignments on Saturdays, Sundays or legal or declared holidays. For unit members working less than full time a prorata share of duties and responsibilities as full-time unit members are to be determined between the unit member and site manager.

Program Review, CCR visits, WASC accreditation, and other similar activities are excluded from the above restrictions provided they do not exceed State requirements.

5.1.6 No full time unit member shall be required to work more than 6.5 hours per day or alternatively 32.5 hours per week with no day exceeding 7.0 hours excluding the lunch period. Unit member assignment shall be consecutive instructional minutes, active duty time, and preparation time. The unit member may leave the duty site for professional duties five (5) minutes after his/her students have left, provided the unit member has informed the site manager and no mandatory activities are planned.

With the agreement of the site manager and the pre-approval of the District, counselors and librarians may choose to work a daily schedule other than the regular site schedule. Any such modified schedule shall be in compliance with the provisions of this Article.

5.1.7 Unit members teaching a partial day at the high school level shall be credited with a proportionate assignment for the time taught. The preparation time for unit members working less than full time shall be proportionate to the time taught.

5.1.8 If a unit member works an extended day for a full school year (0 or 7th period in addition to the regular day) the unit member shall be paid at the rate of 1.2 FTE or 1.1 for one semester. A unit member may not work more than 1.0 FTE unless the following requirements are met:

(1) The position has been posted in accordance with Article 8.

(2) No qualified unit member working less than full-time has applied for the position.
(3) The unit member has a scheduled preparation period.

A full time unit member's teaching assignment may be structured to include 120% teaching day with no preparation period the first semester and an 80% teaching day with two preparation periods the second semester. This arrangement may only be made with the agreement of the unit member and will be compensated at 1.0 F.T.E.

Middle School Hours (Grades 6 through 8)

5.2 The following provisions shall apply to all middle school unit members.

5.2.1 The total number of instructional minutes per full-time classroom teacher shall not exceed 295 per day and 2750 for every 10 student days.

5.2.2 All full-time unit members shall be provided a minimum of 500 minutes of preparation time per 10 student days. This time shall be scheduled in blocks of not less than 40 minutes. This time shall be used at the discretion of the unit member. If the unit member leaves the campus during his/her preparation period, he/she shall notify the site office before leaving the campus. Full time unit members assigned to non-classroom duties shall schedule a minimum of 500 minutes per 10 student days for preparation.

5.2.3 The daily lunch period for all full-time unit members shall be at least thirty (30) consecutive duty-free minutes, exclusive of passing periods. If the lunch period is reduced due to inclement weather, the unit member shall be allowed to reduce his/her duty day by an equivalent number of minutes provided it does not infringe upon the student day. Unit members shall not be required to perform noon duty supervision except in emergency situations, as defined in the Safety Article. The lunch period may be extended by the appropriate manager after consultation with the affected unit members. Itinerant and/or split assignment unit members shall not be required to travel during lunch, preparation, or break time.

5.2.4 All full time unit members shall be entitled to one (1) ten-minute duty free relief period per duty day. The break shall be in the morning or added to the lunch period at the option of the staff. This decision shall be made in accordance with section 5.11.

5.2.5 Meetings and Collaboration Time

5.2.5 (a) Unit members may be required to attend no more than fourteen (14) administratively called or directed meetings per year with no more than three (3) called consecutively.

Meeting time shall be during the weekly collaboration time. Those required meetings which run beyond the regular student day shall count toward the 14 meetings. No meetings may be held outside of the collaboration time. These limitations exclude required meetings held during the regular student day.

5.2.5(b) During the collaboration time unit members shall be required to be on-site.

5.2.5(c) If there are no administratively called or directed meetings, the collaborative group shall be responsible for determining an appropriate use of this time.

5.2.5(d) In addition, unit members may be required to extend the site duty day by no more than four (4) hours per school year. No unit members shall be required to return to the work site after the end of the duty day more than two (2) times per year. On those days when a unit member is required to return to evening meetings his/her duty day shall be the same as his/her student day. Unit members may not be required to perform extra duty assignments on Saturdays, Sundays or legal or declared holidays.

Program Review, CCR visits, WASC accreditation, and other similar activities are excluded from the above restrictions provided they do not exceed State requirements.

5.2.6 No full-time unit member shall be required to work more than 6.5 hours per day or alternatively 32.5 hours per week with no day exceeding 7.0 hours excluding the lunch period. Unit member assignment shall be consecutive instructional and preparation time. The unit members may leave the duty site for professional duties five (5) minutes after his/her students have left, provided the unit members has informed the site manager and no mandatory activities are planned.

With the agreement of the site manager and the pre-approval of the District, counselors and librarians may choose to work a daily schedule other than the regular site schedule. Any such modified schedule shall be in compliance with the provisions of this Article.

5.2.7 Unit members teaching a partial day at the middle school level shall be credited with a proportionate assignment for the time taught. The preparation time for unit members working less than full-time shall be proportionate to the time taught.

5.2.8 If a unit member works an extended day for a full school year (0 or 7th period in addition to the regular day) the unit member shall be paid at the rate of 1.2 FTE or 1.1 for one semester. A unit member may not work more than 1.0 FTE Unless the following requirements are met:

(1) The position has been posted in accordance with Article 8
(2) No qualified unit member working less than full-time has applied for the position.
(3) The unit member has a scheduled preparation period.

A full time unit member's teaching assignment may be structured to include 120% teaching day with no preparation period the first semester and an 80% teaching day with two preparation periods the second semester. This arrangement may only be made with the agreement of the unit member and will be compensated at 1.0 F.T.E.

Elementary School Hours (Grades Kindergarten through 5)

5.3 The following provisions shall apply to all elementary school unit members.

5.3.1 Instructional minutes for full-time elementary classroom teachers shall not exceed:

K 42,000 – 42,300 per year
1-3 50,400 – 50,580 per year
4-5 54,000 – 54,225 per year

Required instructional minutes for part-time unit members may vary. Additional instructional time for kindergarten students will be implemented on the first student day following the Thanksgiving break

5.3.2 The length of the Kindergarten teacher's workday shall be the same as the grades 1-5 teacher's work day at the site. The Kindergarten day shall include the following:

- 235/240 (YRS) minutes of direct instruction
- Minimum of 50 minutes of preparation time on regular student days
- Minimum of 30 minutes for lunch

The use of remaining time in a teacher's work day shall be jointly determined by all teachers involved and the site administrator.

5.3.3 The length of the duty day for all full-time unit members shall not extend beyond the regular student day by more than 30 minutes. Unit members shall be responsible for meeting their professional duties, including parent/student contacts. Scheduling of the 30 minutes spent beyond the regular student day shall be determined at each site by consensus of the unit members and principal assigned to the site.

With the agreement of the site manager and the pre-approval of the District, non-classroom unit members may choose to work a daily

schedule other than the regular site schedule. Any such modified schedule shall be in compliance with the provisions of this Article.

The unit member may leave the duty site for professional duties five (5) minutes after his/her students have left, provided the unit member has informed the site manager and no mandatory activities are planned.

5.3.4 The daily lunch period for all full-time unit members shall be at least thirty (30) consecutive duty-free minutes, exclusive of passing periods. If the lunch period is reduced due to inclement weather, the unit member shall be allowed to reduce his/her duty day by an equivalent number of minutes provided it does not infringe upon the student day. The lunch period may be extended by the appropriate manager after consultation with the affected unit members. Unit members shall not be required to perform noon duty supervision except in emergency situations, as defined in the Safety Article. Itinerant and/or split assignment unit members shall not be required to travel during lunch, preparation, or break time.

During the 2003-04 school year an equal number of representatives appointed by VEA and the District shall meet and review the assignment of yard duty/bus duty/crosswalk duty. The representatives shall make a recommendation to the bargaining teams no later than March 1, 2004.

The new language shall be implemented at the beginning of the 2004-05 school year.

5.3.5 All full time unit members shall be entitled to one (1) ten-minute duty free relief period per duty day. The break shall be in the morning.

5.3.6 Elementary unit members may be required to attend no more than fourteen (14) planning/inservice meetings per year with no more than three (3) called consecutively. Meeting time shall be from 2:00 p.m. – 3:30 p.m. On Mondays. The above limitation excludes required meetings held during the regular student day. Those required meetings which run beyond the regular student day shall count toward the 14 meetings noted above.

In addition to the fourteen (14) meetings cited above, unit members may not be required to attend more than one (1) additional thirty (30) minute meeting per month called by the site manager.

Normally one (1) week notice shall be given for all school meetings. Unit members, may be required to expend not more than four (4) hours beyond the duty day in school-related activities, including evening meetings. No unit members shall be required to return to the work site after the end of the duty day more than two (2) times per year. On those days when a unit member is required to return to evening meetings, his/her duty day shall

be the same as his/her student day. Unit members may not be required to perform extra duty assignments on Saturdays, Sundays or legal or declared holidays.

Program Review, CCR visits, WASC accreditation, and other similar activities are excluded from the above restrictions provided they do not exceed the State requirements.

Preparation time excluding scheduled preparation time outlined in 5.3.7 (including such professional duties as planning, parent contacts, preparation, report cards, etc.) for elementary unit members shall be scheduled at the professional discretion of the unit member.

5.3.7 In recognition of the need for preparation time and in an effort to provide some equity to the 4th and 5th grade teachers, the 3rd/4th, 4th and 5th grade teachers who do not participate in class size reduction shall be provided a minimum of 1800 minutes of preparation time per year during the regular student day. This time shall be scheduled in blocks of not less than 45 minutes. This preparation time is in addition to the preparation time provided in section 5.3.6.

5.3.8 Full time unit members assigned to non-classroom duties shall schedule fifty (50) minutes per day for preparation.

THE FOLLOWING PROVISIONS SHALL APPLY TO ALL K-12 UNIT MEMBERS.

5.4 Non-Student Teacher Days

5.4.1 Non-Student Days Traditional Calendar

There shall be three (3) non-student teacher days for the school year. Not more than fifty percent (50%) of the total time shall be used for required school site meetings with at least one (1) full day to be used by individual unit members for planning and preparation in their assigned classrooms. Teachers shall have at least fifty percent (50%) of the first non-student day for planning and preparation in their assigned classrooms. All other unit members who are not assigned to classrooms shall use this time at one of their assigned sites.

5.4.2 Non-Student Days Year Round Schools

There shall be three (3) non-student teacher days for the school year. At all sites one (1) day shall be established on the school calendar.

At multi-track sites two (2) days shall be used at the discretion of the unit member. The unit member shall sign-in at the site on the days he/she works.

At single track sites the staff shall determine the scheduling of two (2) days using the process prescribed in 5.11.

Not more than fifty percent (50%) of the total time shall be used for required school site meetings. Teachers shall have at least fifty percent (50%) of the first non-student day for planning and preparation in their assigned classrooms. All other unit members who are not assigned to classrooms shall use this time at one their assigned sites.

5.5 In addition to the hours included in Sections 5.1 through 5.3, all K-12 unit members shall work an additional eighteen (18) hours. The site shall determine the scheduling and content of these hours using the provisions of Section 5.11. The scheduling and content of these hours shall be subject to the following provisions.

(a) The time shall not be scheduled in blocks of less than two (2) hours.

(b) At the elementary level the first priority for this time shall be parent conferences.

(c) The time may be used for staff development, department work, collaboration or team work.

(d) This time shall be in addition to the 6.5/7 hour work day.

Child Development Hours

5.6 The following provisions shall apply to all Child Development unit members.

5.6.1 The length of the duty day for full-time child development unit members shall be 7 hours exclusive of lunch. Child Development unit members who are required to work beyond the 7 hour duty day will be paid at the overtime compensation rate of time and one-half in no less than 20 minute intervals.

5.6.2 Child Development unit members shall be provided 50 minutes of paid, uninterrupted preparation time per day. This time shall be used at the discretion of the unit member. If the unit member leaves the campus during his/her preparation period, he/she shall notify the site office before leaving the campus.

5.6.3 The daily lunch period for all full-time unit members shall be at least thirty (30) consecutive duty-free minutes. If the lunch period is reduced due to inclement weather, the unit member shall be allowed to reduce his/her duty day by an equivalent number of minutes provided it does not infringe upon the student day. The lunch period may be extended by the appropriate manager after consultation with the affected unit members. Unit members shall not be required to perform noon duty supervision except in emergency situations, as defined in the Safety Article. Itinerant and/or split assignment unit members shall not be required to travel during lunch, preparation, or break time.

5.6.4 All full time unit members shall be entitled to one (1) appropriately scheduled ten-minute duty free relief period per duty day.

ADULT HOURLY HOURS

5.7 The following provisions shall apply to all adult hourly unit members

5.7.1 The length of the work day/work week for each unit member shall be determined by District. Unit members shall not have their hours reduced in an arbitrary manner.

5.7.2 Normally no unit member shall work less than two (2) teaching hours per week or more than twenty and one-half (20.5) teaching hours per week.

5.7.3 Unit members shall be paid at the hourly rate for required hours of inservice. Unit members may use sick leave if they are unable to attend a required inservice due to illness. Required inservice meetings shall be scheduled by the appropriate manager at least one week in advance except in case of emergency. Unit members working in two departments shall not be required to attend more than one departmental inservice program.

5.7.4 Unit members participating in an inservice session will not be assigned to work beyond the inservice hours required by the principal.

5.7.5 Any work period that exceeds five (5) hours and fifty (50) minutes shall include an unpaid duty-free meal break of at least thirty (30) minutes.

5.7.6 Any work period that exceeds two (2) hours and fifty (50) minutes shall include a paid fifteen (15) minute break period.

5.7.7 Itinerant or split assignment unit members shall not be required to travel during the 30 minutes non-paid meal break or paid break time.

5.7.8 Unit members required to attend graduation will be paid at the hourly rate.

5.7.9 Counselors will begin work for registration and counseling of students at least one (1) week before class sessions begin in September and one (1) week between trimesters.

5.7.10 There shall be two (2) non-student days for the school year. Not more that 50% of the total time may be used for required school site meetings with at least one (1) full day to be used by individual unit members for planning and preparation only.

All Unit Members (K-12 Adult Hourly, Child Development/State Preschool)

The following provisions shall apply to all unit members.

5.8 Except in emergency situations, as defined in the Safety Article, unit members shall not be required to substitute for other unit members or administrators nor shall the students of absent teachers be parceled into their job assignment.

5.9 The district shall provide release time or a substitute teacher for classroom teachers required to participate in I.E.P. meetings. When a student is mainstreamed or fully included, the general education teacher shall be given the opportunity to be included as a member of the I.E.P. team. The general education teacher shall be given copies of all I.E.P's, notification of all I.E.P meetings, and the opportunity to attend all meetings during release time as legally required.

5.10 Job Sharing Agreement
Job sharing shall be provided to unit members with current/previously employed status under conditions mutually agreeable to the unit member and the district.

5.10.1 Unit members shall not be required to resign in order to enter into a job sharing agreement.

5.10.2 Upon entering into a job sharing agreement the unit member's tenure is reduced in accordance with the percentage of the job sharing agreement. A unit member who desires to dissolve his/her job sharing agreement is entitled to only the portion of his/her reduced tenure. Full time employment is not guaranteed.

5.10.3 Unit members who have expressed a desire to return to full-time employment shall be considered to have requested a transfer under the transfer article after all other full-time unit members have been placed.

5.10.4 Any unit member who has entered into a job sharing agreement shall be provided with benefits under the Health and Welfare Article, the Leaves Article, and Salary Schedules A, B, and C, which are equal to the ratio of that unit member's hours or days to the hours or days specified for full-time unit members in the Wages Article and the Hours Article. All other provisions of the contract shall apply.

5.10.5 Job sharing agreements shall not violate any provisions of this contract.

5.10.6 Prior to the unit member's entering into a job sharing agreement, a copy of the Agreement shall be sent to the Association for review.

5.11 The following provisions shall be used in making any modifications to the student and/or teacher day excluding changes for rallies, assemblies, state/district mandated testing.

5.11.1 Any unit member(s) or administrator(s) with an idea shall first present the idea to all of the affected staff. The affected unit members shall select their representatives to a leadership group.

For the purposes of this section "affected staff" shall include all unit members who would be significantly affected by the proposal. This might include, for example, an entire school staff, a department, a school team, grade level teams or other units of organization institutionalized at a given school. The affected staff shall be determined prior to presenting the proposal.

The leadership group drafting the proposal shall provide in writing to every affected staff member the timeline and process to be used in preparing and voting on the proposal.

While the proposal is being prepared, every attempt shall be made to inform the affected staff of the changes being considered and the rationale for the proposed changes. Adequate opportunity will be provided for input from the affected staff.

The proposal shall include a method and timeline for evaluating the changes after implementation.

The proposal shall state if it has a limited duration. If no duration is stated and the proposal receives the necessary affirmative vote, it shall remain in effect until a new proposal is drafted and approved through this process.

5.11.2 Upon completion of the final draft of the proposal and prior to a vote on the proposal the following shall occur.

(1) At least five (5) working days prior to the vote on the proposal, a copy will be given to every affected staff member.

(2) After distribution of the proposal and at least one (1) day prior to the vote, a meeting shall be held to discuss the proposal.

5.11.3 Every member of the affected staff shall be given an opportunity to vote on the proposal. Such vote shall be by secret ballot.

5.11.4 In order to be implemented a proposal must receive at least 70% affirmative vote of the total affected staff members.

5.11.5 If a proposal does not receive a 70% affirmative vote, the existing student/teacher day shall continue.

5.11.6 The final vote on a proposal must be held no later than May 1 for implementation in the following school year, or any changes to be made during the school year must be voted on at least ninety (90) calendar days prior to implementation.

5.11.7 A proposal shall not be considered final until it has been reviewed and accepted by the VEA and District for compliance with the contract, education code, law, budget restrictions, district policy and regulations, etc.

The proposal and the ballots from the vote shall be submitted to the VEA President or designee and to the VCUSD Superintendent or designee.

5.12 Unit members in alternative programs will work the same duty day as regular education programs at the same grade level(s). The daily schedule will be determined by the affected staff using the provisions in Section 5.11, and will take into account the unique needs of students in the program, including curricular, guidance/support, service learning, work-study, and other needs as well as program mandates and guidelines. Instructional minutes will not exceed the contractual maximum established for other unit members. Nothing in this section shall be construed to mean that an alternative program staff will necessarily increase the current number of student contacts, or increase the current number of periods taught.

ARTICLE 6 - HEALTH AND WELFARE BENEFITS (Unit Members Excluding Adult Hourly)

6.1 Medical

6.1.1 Health benefits shall be made available through the CalPERS health benefit program.

6.1.2 The Board shall contribute $16.00 per month for all current unit members and retired unit members choosing to enroll in a CalPERS health plan. This amount shall be increased to comply with current law (Senate Bill 1464). However, such increases shall not increase the District's total contribution above the level set forth in Section 6.1.3.

6.1.3 For current unit members, the Board shall contribute an additional amount so as to provide 100% employer paid medical coverage to employees and dependents. CalPERS health plans for which unit members are eligible except PERS-Care shall be 100% employer paid. In the event a unit

member selects PERS-Care, the Board shall contribute the premium for PERS-Choice.

6.2 IRS 125 Plan

The District shall establish and maintain an IRS Plan for the benefit of unit members. Unit members may elect to have a portion of their salary placed in the IRS 125 Plan for allowable expenses, subject to IRS rules.

6.2.1 Any unit members not enrolled in a CalPERS health plan may elect to receive a sum of money which equals the lowest CalPERS HMO single premium rate (rounded up to the nearest dollar) per month.

6.3 Dental

The Board shall contribute the premium for Delta Dental Premier plan for unit members and their dependents. The Delta Dental Premier plan shall be equal to or better than the plan in effect during the 1998-99 plan year.

6.3.1 The Board shall contribute the premium for Delta Dental orthodontia coverage of 50% to a lifetime maximum of $2,000 for unit members and their dependents.

6.3.2 The Board shall contribute the premium for the Delta Dental rider to provide for a third cleaning per year.

6.4 Life

The Board shall provide unit members with the agreed upon $50,000 straight term life insurance program.

6.5 Vision

The Board shall provide unit members and their dependents VSP vision insurance plan B with a $25 co-pay on eye examinations. A zero ($0) co-pay on lenses and frames included in the plan.
For unit members who are enrolled in the CalPERS plans that do not cover eye exams and for retirees who are under the 5 year or age 67 health benefit status, the District shall equalize their benefit by reimbursing them $15.

6.6. Less Than Full Time

For unit members working less than full time the Board shall contribute up to an amount which is the product of the ratio of the hours or days employed to full time employment and the Board contribution for the programs in 6.1 through 6.6.

6.7 Adult Hourly Certificated Unit Members

6.7.1 Unit members who have worked three (3) consecutive trimesters of at least eighteen (18) hours per week in each of the trimesters shall be offered the health benefits as specified in 6.1 through 6.5 above. The cost of such benefits will be prorated between the District and the employee based upon the percentage of thirty (30) hours worked by the employee per week.

6.7.2. All other certificated employees of the Adult School will be offered health and dental insurance at their own cost provided they are hired under contract for a minimum of trimester or they were employed in the Adult School for the entire preceding school year.

6.8 Retiree Benefits

6.8.1 Health benefits shall be made available through the CalPERS health benefit program.

6.8.2 The Board shall contribute $16.00 per month for all retired unit members choosing to enroll in a CalPERS health plan. This amount shall be increased to comply with current law (Senate Bill 1464). However, such increases shall not increase the District's total contribution above the level set forth in Section 6.8.3.

6.8.3 Unit members who retire after ratification of this agreement shall have the Board contribute a sum equal to the lowest cost CalPERS HMO plan for the employee only, including the contribution rate provided in Section 6.8.2 above, to an approved medical program for a period of five (5) years or age 67 whichever occurs first provided:

6.8.3.1 The unit member has rendered fifteen (15) years of service to the District.

6.8.3.2 The unit member makes written application prior to the effective date of his/her retirement.

6.8.4 Two unit members who are married and retire shall receive a Board contribution equal to the rate for employee plus one.

6.8.5 A unit member who retires shall be allowed to carry a spouse on the medical group plan if s/he prepays monthly the spousal rate to the District.

6.8.6 A unit member and spouse shall also be allowed to continue as members of the group medical plan beyond the Board's contributory period by paying a monthly premium to the District in advance.

6.8.7 The parties agree that employees who retire under the terms of the Health and Welfare Article "Retiree Benefits" will be subject to the following:

6.8.7.1 The payment shall be made 60 days in advance. The first payment would be a 2 month premium to facilitate the process.

6.8.7.2 If any payment due is not received by the 7th of the month, the District shall be obligated to send out 1 notice of delinquency by certified mail. If the District is required to send more than 3 notices per year or if no response is received to any notice, the District reserves the right to drop the retiree from this program. Reinstatement (if available) shall be handled by the other provisions of the Agreement.

6.9 Retirement Incentive

The Public Agency Retirement System (PARS) shall be offered in 2003-04 with a benefit level of six percent (6%) as referenced in Section II of the VCUSD PARS Supplementary Retirement Plan dated September 26, 2002 with the following conditions:

1. A minimum of sixty (60) VEA unit members must enroll in the incentive program for the program to be in effect. Participating employees shall submit a letter of resignation/retirement from the District no later than April 15, 2004. The resignation/retirement shall be effective at the end of the 2003-04 school year.

2. If the minimum number of participants has NOT been met by April 15, 2004, the plan shall be cancelled and the participants shall be notified no later than May 1, 2004.

   If the minimum number of participants has enrolled by April 15, 2004, the resignations/retirements of participants shall become irrevocable, and to protect the class of eligible employees, resignations/retirements may not be withdrawn.

   If the minimum number of participants has NOT enrolled by April 15, 2004, resignations/retirements may be withdrawn provided that they are withdrawn in writing, no later than June 1, 2004.

3. Participating employees must meet all of the following qualifications:
   a. Retire under a STRS option;
   b. Be at least 55 years of age with 10 or more years of full or part-time continuous service in the District as of June 30, 2004; or at least 50 years of age with 30 or more years of service in the District as of June 30, 2004.

6.10 Domestic Partner Coverage

6.10.1 Effective July 1, 2002, upon passage of the Board Resolution as part of ratification of this Agreement, and implementation by the CalPERS Health Benefits program, the District shall permit domestic partners to participate in the District's health and welfare benefits plans. Such participation shall be subject to the criteria established by the carrier and the terms and conditions set forth in this agreement and attachments 1(a) and 1(b), which shall not conflict with the conditions established by the carrier.

If such a conflict should arise, the parties shall meet to determine whether this agreement should be amended, or whether an alternative, mutually agreeable plan should be obtained which allows domestic partner coverage.

6.10.1.1 Definition: A domestic partnership shall exist between two persons of the same gender or opposite sex domestic partnerships when both persons are over the age of 62 and each of them shall be the domestic partner of the other if both complete, sign and have notarized the Vallejo City Unified School District Affidavit of Domestic Partnership (Attachment 1a).

6.10.1.2 A domestic partnership exists when all of the following occur:

a) Both persons have a common residence.
b) Both persons share the common necessities of life and agree to be jointly responsible for each other's basic living expenses during the domestic partnership.
c) Neither person is married nor a member of another domestic partnership.
d) The two persons are not related by blood in a way that would prevent them from being married to each other in this state.
e) Both persons are at least 18 years of age and are mentally competent to consent to contract.
f) It has been at least six months since either of the two parties has filed a statement of termination of a previous domestic partnership affidavit with the Vallejo City Unified School District.
g) The two parties agree to notify the Vallejo City Unified School District Human Resources Office if there is a change in the circumstances attested to in the affidavit or if the domestic partnership is terminated.

6.10.1.3 Termination: A domestic partnership shall terminate when any of the following occurs:

a) One partner gives or sends to the other partner a notarized, written notice that he or she is terminating the partnership.
b) One of the domestic partners dies.
c) One of the domestic partners marries.
d) The domestic partners no longer have a common residence. A temporary separation resulting from work, education, or health related requirements shall not constitute the cessation of common residence.
e) Upon termination of the partnership, the employee shall notify the District by filing a Statement of Termination of Domestic Partnership (Attachment 1b). The form shall include a statement whereby the employee shall certify under penalty of perjury that he or she notified his or her domestic partner of the termination of the partnership. All benefits provided by this section shall cease as of the last day of the month following the receipt of the Statement of Termination of Domestic Partnership.
f) The Statement of Termination must be filed within thirty (30) days of the end of the domestic partnership. If the District suffers any loss as a result of the employee's failure to file the statement, the employee shall be liable to the District for actual loss engendered by the failure to receive notice that the domestic partnership has been terminated.

6.10.1.4 Application and Terms

In order to receive any benefit provided for by this Section, an employee and his or her domestic partner shall complete, have notarized, and file with the District a Vallejo City Unified School District Affidavit of Domestic Partnership (Attachment 1a).

The form shall also include a signed statement indicating that the employee agrees that he or she is required to reimburse the District for any expenditure made by the District for any administrative charges or other costs on behalf of the domestic partner if any of the submitted documentation is found to be incomplete, inaccurate, or fraudulent.

Employer-paid health care coverage for the domestic partner and dependents is considered taxable income to the employee unless the domestic partner/dependent is a

dependent as that term is defined by Section 152(a) of the Internal Revenue Code. This benefit coverage is subject to federal income tax and must be reported as imputed income on the employee's Form W-2. The District must pay FICA and Medicare taxes on these amounts and ensure adequate withholding.

The non-employee domestic partner does not have any rights to continuing coverage under federal law through COBRA or under any state law.

The District shall be indemnified by the employee against any legal action pursued by another party under community property, contract, or family laws.

ATTACHMENT 1a – DOMESTIC PARTNERSHIP

VALLEJO CITY UNIFIED SCHOOL DISTRICT
Affidavit of Domestic Partnership

A. DECLARATION:

We, _____and _____, each certify and declare that we
(employee print name) (domestic partner print name)
are domestic partners in accordance with the following criteria:

II. STATUS:

1. We affirm that this domestic partnership began on or about _____/_____/_____.
2. We are each eighteen (18) years of age or older.
3. We are mentally competent to consent to contract.
4. We have an intimate, committed relationship of mutual caring and support.
5. We are each other's sole domestic partner, and we intend to remain so indefinitely.
6. Neither of us is married to or legally separated from anyone else.
7. Neither of us has had another domestic partner within the prior six (6) months.
8. We are not related by blood to a degree of closeness that would prohibit legal marriage under California Law.
9. We cohabit and reside together in the same residence and intend to do so indefinitely.
10. We reside at: _____
_____
(address of above names employee and domestic partner)
11. We are jointly responsible for the common welfare and financial obligations of each other which are incurred during the domestic partnership.
12. We currently possess the following [check all that apply: at least two must be checked]:
    - ___ A joint real estate mortgage, lease or deed (either as tenants in common or joint tenants with right of survivorship).
    - ___ A current beneficiary designation naming the employee's domestic partner as a primary beneficiary of the employee's life insurance or retirement plan benefits payable at death.
    - ___ A current will naming the employee's domestic partner as a primary beneficiary of the employee's estate.
    - ___ A durable power of attorney for property and health care executed by the employee in favor of the domestic partner.
    - ___ Joint ownership of a motor vehicle or joint checking or joint credit account.

III. CHANGE IN DOMESTIC PARTNERSHIP

1. We have an obligation to notify the Vallejo City Unified School District by filing a Statement of Termination of Domestic Partnership if there is any change in our domestic partnership status as attested to in this Affidavit that would terminate this Affidavit (e.g. due to death of a partner, a change in residence of one partner, termination of the relationship, etc.). We will notify the Vallejo City Unified School District within thirty-one (31) days of such change.

2. We understand that termination of this coverage (obtained as a result of completion of this Affidavit) will be effective on the date the relationship ends as indicated on the Statement of

Termination of Domestic Partnership, providing coverage has not otherwise been terminated due to standard insurance policy provisions.

VI. ACKNOWLEDGMENTS:

1. We understand and agree that the employee domestic partner may make health plan and other benefit elections on behalf of the non-employee domestic partner.
2. We understand and agree that the employee domestic partner may terminate the domestic partner benefits unilaterally, at any time, irrespective of the desires of the non-employee. If the employee executes such an option, that employee shall notify the non-employee domestic partner as soon as possible that his or her benefits have been terminated and it shall be the sole responsibility of the employee to make such notification to the non-employee domestic partner. Furthermore, if the employee is terminated, released or resigns the domestic partner benefits shall terminate when district paid employee benefits terminate.
3. We understand that a civil action may be brought against one or both of us for any losses or claims (as well as attorney's fees and costs) due to any false statement contained in this Affidavit or for failure to notify the Vallejo City Unified School District of changed circumstances as required in Section III above. I, the undersigned employee, further understand that falsification of information in the Affidavit or failure to notify the Vallejo City Unified School District of changes circumstances pursuant to Section III above, may lead to disciplinary action against me, including discharge from employment.
4. We have provided the information in this Affidavit for use by the Vallejo City Unified School District for the sole purpose of determining our eligibility for certain domestic partner benefits. We acknowledge that the District may require supportive documentation concerning any or all eligibility criteria. We understand and agree the Vallejo City Unified School District is not legally required to extend any such benefits. We understand that the information provided in this Affidavit will be treated as confidential by the Vallejo City Unified School District but will be subject to disclosure: a) upon the express written authorization of the undersigned employee, b) upon request of the insurer or plan administrator, or c) if otherwise required by law.
5. We understand that this Affidavit may have legal implications under California law which has recognized that non-marital cohabiting couples may privately contract with respect to the financial obligations of their relationship. We understand this agreement may also have legal implications relating, for example, to our ownership of property or to taxability of benefits provided, and that before signing this Affidavit we should seek competent legal and/or tax advice concerning such matters.
6. We specifically agree that if any taxing authority determines taxes, penalties, or interest to be due or owing with respect to any benefits provided, that we are solely responsible for the payment of such taxes. We agree to indemnify and hold harmless the District in the even any such taxing authority alleges that the Vallejo City Unified School District should pay any such taxes, penalties or interest.
7. We understand the non-employee partner does not have the right to continuing coverage under the federal law under COBRA or under any state law.
8. We each individually indemnify and hold the district harmless from any legal action or claim pursued by any other person related to the provisions of domestic partnership coverage.

We affirm, under penalty of perjury, under the laws of the State of California, that the statements in the Affidavit are true and correct.

Employee signature	**D.O.B.**	**Date**
Domestic Partner signature	**D.O.B.**	**Date**

ATTACHMENT 1b

VALLEJO CITY UNIFIED SCHOOL DISTRICT
Statement of Termination of Domestic Partnership

I, _____ certify and declare that:
(Employee Print Name)

_____ and I are no longer domestic partners as of
(Domestic Partner Print Name)

_____. I understand that coverage for this individual will terminate on this date.
(Date)

1. I make and file this Statement of Termination in order to cancel the Affidavit of Domestic Partnership filed by me with the Vallejo City Unified School District on _____.

2. Termination of the Affidavit of Domestic Partnership is due to:

   ____ Termination of domestic partnership

   ____ Change of residence

   ____ Marriage to another person

   ____ No longer jointly responsible for each other's common welfare and living expenses

   ____ Death of domestic partner

3. In the event that termination of this relationship is not due to the death of my domestic partner, I will mail my former domestic partner a copy of this notice at:

   _____

   _____
   (Former Domestic Partner New Address)

I understand that another Affidavit of Domestic Partnership cannot be filed until six (6) months from the date the relationship ends (as indicated above).

I affirm, under penalty of perjury, under the laws of the State of California, that the above statements are true and correct.

_____ _____
(Signature of Employee) **(Date)**

ARTICLE 7 - LEAVES

Part 1 All Unit Members Excluding Adult Hourly Certificated

Leave is permission granted by the Board for unit members to be absent from assigned duties for a specific period of time. It is recognized that there are two types of leaves: paid and unpaid leave. All leaves shall comply with the Family Medical Leave Act and the California Family Rights Act.

7.1 Paid Leave

7.1.1. Sick Leave

Every unit member employed five days a week shall be entitled to ten days leave of absence each year for illness, injury, mental health, or disability, including those caused or contributed to because of pregnancy, miscarriage, or childbirth. Childcare unit members who work more than the 179 workdays shall receive one day of sick leave for each additional month worked. The unit member employed for less than five school days a week shall be entitled, for a school year of service, to that proportion of ten days leave of absence for illness or injury as the number of days s/he is employed per week bears to five. If any unit member does not take the full amount of leave allowed in any school year under this section, the amount not taken shall be accumulated from year to year. The warrant stub of each unit member shall contain a statement of total accrued sick leave. Any error in reporting on the warrant stub shall not be subject to the grievance procedure, provided it is corrected on the next payroll cycle after the error becomes known. Any unit member who is absent for lengthy personal illness may not be paid for such absences beyond five consecutive working days unless he or she presents to the Superintendent/designee a written statement from a doctor verifying the illness, injury, or disability. A medical certificate will not be required to substantiate a request for approval of such leave for five consecutive days or less unless the unit member has been notified by his/her immediate supervisor on at least one occasion about excessive use or abuse of sick leave. When a unit member has been on an extended absence due to illness, injury, or disability, and has indicated his/her intent to return, the District may require certification by a qualified medical doctor mutually acceptable to the Board and to the unit member that the unit member is capable of performing his/her normally assigned duties. The cost of such examination shall be borne by the District. In the event that unusually large numbers of unit members do not report for work, the Superintendent may then declare that an emergency situation exists. With the declaration of such emergency and for the duration thereof, each unit member who is absent and who requests pay for sick leave must provide a written verification of illness or injury from a doctor for each day of absence. Prior

written notice of such requirement shall be given to the unit member whenever possible.

7.1.2. Long-Term Sick Leave

When a unit member who is absent from her/his duties on account of illness, injury, or disability including those caused or contributed to because of pregnancy, miscarriage, or childbirth, for a period of five (5) school months or less, whether or not the absence arises out of or in the course of the employment of the unit member, the amount deducted from the salary due him/her for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employed to fill the position during his/her absence or, if no substitute was employed, the amount which would have been paid to the substitute had s/he been employed. The deduction will not be greater than 50% of the absent unit member's regular per diem rate of pay. These provisions shall not apply to the first ten (10) days of absence on account of illness or accident, providing the unit member has 10 days of accumulated regular sick leave. If the unit member has less than 10 days of regular sick leave accumulated, long-term sick leave shall begin the day after regular sick leave is exhausted.

7.1.3 Industrial Accident or Illness Leave

If a unit member incurs an industrial injury or illness in the line of duty, s/he is entitled to receive compensation insurance payments with verification by a licensed medical practitioner for each day of absence. The following regulations apply:

7.1.3.1 Allowable leave shall be for not more than 60 days during which the schools of the District are required to be in session or when the unit member would otherwise have been performing work for the District in any one fiscal year for the same accident;

7.1.3.2 Allowable leave shall not be accumulated from year to year;

7.1.3.3 Industrial accident or illness leave shall commence on the first day of absence;

7.1.3.4 When a unit member is absent from his/her duties on account of an industrial accident or illness, she/he shall be paid such portion of the salary due him/her for any month in which the absence occurs as when added to his/her temporary disability

indemnity under Division 4 or Division 4.5 of the Labor Code, will result in a payment to him/her of not more than his/her full salary; the phrase "full salary" as utilized in this subdivision shall be computed so that it shall not be less than the unit member's "average weekly earnings" as that phrase is utilized in Section 4453 of the Labor Code. For purposes of this section, however, the maximum and minimum average weekly earnings set forth in Section 4453 of the Labor Code shall otherwise not be deemed applicable.

7.1.3.5 Industrial accident or illness leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award;

7.1.3.6 When an industrial accident or illness leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due him/her for the same illness or injury. Upon termination of the industrial accident or illness leave, the unit member shall be entitled to use accumulated sick leave and the benefits provided previously for long-term sick leave. For the purposes of these sections, the absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the unit member continues to receive temporary disability indemnity, s/he may elect to take as much of his/her accumulated sick leave which, when added to his/her temporary disability indemnity, will result in a payment to him/her of not more than his/her full salary. During any paid leave of absence, the unit member shall endorse to the District the temporary disability indemnity checks received on account of his/her industrial accident or illness. The District, in turn, shall issue the unit member appropriate salary warrants for payment of the unit member's salary and shall deduct normal retirement and other authorized contributions. Any unit member receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the Governing Board authorizes travel outside the State.

7.1.4. Personal Necessity Leave

A unit member of the District may use accumulated sick leave in cases of personal necessity. The unit member shall not be required to secure advance permission for leave taken for any of the following reasons:

7.1.4.1 Death or serious illness of a member of his/her immediate family. The immediate family is as defined under Bereavement Leave. Days taken under this term may be added to days taken

under Bereavement Leave whenever there is a death of a member of the immediate family.

7.1.4.2 Accident, involving a person or property, or the person or property of a member of the immediate family.

7.1.4.3 Religious holiday - the day is a holiday of a state recognized religious group to which the unit member belongs.
The unit member may request personal necessity leave for other reasons by submitting a request to the Superintendent or his designee who will approve it when it involves a situation which meets all the following criteria: (1) necessitates the immediate attention of the unit member, and (2) which the unit member can not be expected to disregard, and (3) which can not be accommodated during off-duty hours.

7.1.5 Bereavement Leave

Each unit member is entitled to a leave of absence, not to exceed three days, or five days if over 500 miles travel is required, on account of the death of any member of his/her immediate family. No deductions shall be made from the salary of such unit member. Members of the immediate family means spouse, mother, mother-in-law, father, father-in-law, surrogate parent, surrogate parent of the unit member's spouse, step-parent, step-parent of the unit member's spouse, grandmother, grandmother-in-law, grandfather, grandfather-in-law, grandchild, grandchild of the unit member's spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, or anyone who has stood in any of the foregoing relationships. Bereavement leave may also be used for anyone currently living in the immediate household of the unit member.

7.1.6. Jury Duty

A unit member shall be granted a leave of absence when called for jury duty. Unit member shall serve as a juror without loss of salary, but will pay to the Board the fees received for such service, exclusive of Court reimbursed expenses.

7.1.7. Military Leave

The District shall provide leave for military duty as outlined in the Military and Veterans Code Section 395 and Education Code Section 45059 and 4800.

7.1.8. Organizational Leave

The Association may secure released time for officers and designated members for the conduct of lawful Association business subject to the following conditions:

7.1.8.1 The Association reimburses the District the lowest cost of a regularly credentialed substitute teacher for each day so used.

7.1.8.2 An individual officer or designated member (except the President) may be released for a maximum of twelve (12) school days in any school year and not more than five (5) school days in any one school month. The Association President shall receive 80% of the regular school work year as paid release time, to conduct business pertinent to the Association's affairs. At the elementary level, this would be as in job share agreements. At the secondary level, this shall not exceed one (1) consecutive teaching period per day to be scheduled as first period or last period, and mutually agreed to by the Organization's President and his/her site manager.

7.1.8.3. No more than nine (9) officers or designated members of the Association may be released in any one school day nor more than 10% of the classroom teaching staff from any one school staff on any one school day.

7.1.8.4 The Director of Personnel/Recruitment shall be notified in writing, on forms provided, no less than five (5) days in advance.

7.1.8.5 Approval will be granted when the above conditions are met and substitutes are available.

7.1.8.6 In any given year the Association will have a maximum entitlement of one hundred thirty five (135) days.

7.1.9. Sabbatical Leave

A unit member may be granted sabbatical leave only by approval of the Board. No more than one (1) percent of the unit members shall be granted such leave in any one year. A unit member must meet the following criteria in order to be eligible for consideration:

7.1.9.1 The unit member must have been a District employee for at least seven (7) consecutive years proceeding the granting of the leave.

7.1.9.2 The unit member must submit a planned program of travel or study to be undertaken during the leave.

7.1.9.3 The unit member granted a one (1) year leave must return to service in the District for a period of two (2) years following the leave. The unit member granted a half-year leave must return to service in the District for a period of one (1) year following the leave. Compensation during the leave shall be one-half (1/2) of the base salary of the unit member. A unit member who satisfies the conditions governing the granting of this leave may count for salary placement, upon return to employment, the credits

earned for professional improvement, as well as one year of experience credit for the year on leave.

7.1.10. Professional Leave

Unit members may, upon proper application and subsequent approval by the Director of Personnel/Recruitment, be granted leave to attend a conference, seminar, or other professional meeting that would improve the member's service to the District. If the request is denied by the Assistant Superintendent for Personnel Services/Designee, the unit member may make an appeal in writing to the District Professional Growth Committee. After considering the denial and appeal, the Professional Growth Committee shall vote on whether or not to grant the requested leave. Professional leave shall be limited to 3 days a year on a non-cumulative basis.

7.2 Unpaid Leaves

7.2.1. General Leaves

A unit member may, upon written request, be granted a leave of absence by the Board without pay or remuneration of any kind. This type of leave will normally not be granted until the unit member has served five years and will normally not be granted a unit member to accept other employment. Except under most unusual circumstances, this type of leave will not be extended beyond the close of the current school year.

7.2.2. Maternity Leave

Leaves of absence for disabilities caused or contributed to because of pregnancy, miscarriage, or childbirth shall be treated the same as provided previously in sick leave and long-term sick leave. A female unit member shall, upon written request, be provided an unpaid leave of absence because of pregnancy, miscarriage, childbirth, and recovery therefrom. The length of the leave of absence, including the date on which the leave shall commence and the date on which the unit member shall resume duties, shall be determined by the unit member and the member's physician.

7.2.3. Child Care Leave

A unit member may elect to take child care leave to care for member's child, or any child living in the unit member's immediate household, for a period not to exceed one year plus the remainder of the current school

year. While on leave, the unit member shall not accept employment other than casual, part-time employment.

7.2.4. Personal Business Leave

A unit member may elect to take up to three days per year for personal business, provided this provision is not used to withhold District services. The unit member shall pay the cost of a substitute for such leave when a substitute is required and provided. This leave is charged in not less than one-half day increments.

7.2.5. Elective Office

Each unit member who enjoys permanent status and who is elected to the legislature, shall be granted an unpaid leave of absence.

7.3 Return from Leave

Unit members on extended leave which ends prior to the end of the school year and which is less than 20 working days in duration, shall be returned to the same position. In the same situation, except that the leave is for more than 20 working days, the unit member shall normally be returned to the same position. Unit members who are granted a leave which extends to or beyond the end of the school year are not guaranteed the same position or location. Unit members granted leave for a period of two months or more shall be considered to intend to return to employment on the specified date unless the unit member notifies the District to the contrary. Unit members who fail to return on the date agreed upon shall be considered to have resigned unless an extension has been requested and granted by the Board or an emergency situation prevents notification.

Part II Adult Hourly Certificated Unit Members

Leave is permission granted by the Board for unit members to be absent from assigned duties for a specific period of time. It is recognized that there are two types of leaves: paid and unpaid leave. All leaves shall comply with the Family Medical Leave Act and the California Family Rights Act.

7.4 Paid Leaves

.4.1. Sick Leave

Every unit member shall be entitled to one (1) hour of sick leave for every seventeen (17) hours taught for illness, injury, mental health or disability, including those caused or contributed to because of pregnancy, miscarriage, or childbirth. These hours will be calculated at the beginning

of each trimester. If any unit member does not take the full amount of leave allowed in any school year under this section, the amount not taken shall be accumulated from year to year. Any error in reporting on the warrant stub shall not be subject to the grievance procedure, provided it is corrected on the next payroll cycle after the error becomes known. Any unit member who is absent for lengthy personal illness may not be paid for such absences beyond five working days unless he or she presents to the Superintendent or his designee a written statement from a doctor verifying the illness, injury, or disability.

7.4.2. Long-Term Sick Leave

When a unit member who is absent from his/her duties on account of illness, injury, or disability, including those caused or contributed to because of pregnancy, miscarriage, or childbirth, for a period of five (5) school months or less, whether or not the absence arises out of or in the course of the employment of the unit member, the amount deducted from the salary due him/her for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employed to fill the position during his/her absence or, if no substitute was employed, the amount which would have been paid to the substitute had one been employed. These provisions shall not apply to the first ten (10) workdays of absence on account of illness or accident of any such unit member, providing the unit member has 10 days of accumulated regular sick leave. If the unit member has less than 10 days of regular sick leave accumulated, long-term sick leave shall begin the day after regular sick leave is exhausted. In the event that unusually large numbers of unit members do not report for work, the Superintendent may then declare that an emergency situation exists. With the declaration of such emergency and for the duration thereof, each unit member who is absent and who requests pay for sick leave must provide a written verification of illness or injury from a doctor for each day of absence. Prior written notice of such requirement shall be given to the unit member whenever possible.

7.4.3. Industrial Accident or Illness Leave

If a unit member incurs an industrial injury or illness in the line of duty, he/she is entitled to receive compensation insurance payments in accordance with law.

7.4.4. Personal Necessity Leave

A unit member of the District may use accumulated sick leave in cases of personal necessity. The unit member shall not be required to secure advance permission for leave taken for any of the following reasons:

7.4.4.1 Death or serious illness of a member of his/her immediate family. The immediate family is as defined under Bereavement Leave. Days taken under this term may be added to days taken under Bereavement Leave whenever there is a death of a member of the immediate family.

7.4.4.2 Accident, involving a person or property, or the person or property of a member of the immediate family.

7.4.4.3 Religious holiday - the day is a holiday of a State recognized religious group to which the unit member belongs. The unit member may request personal necessity leave for other reasons by submitting a request to the Superintendent or his designee who will approve it when it involves a situation which meets all the following criteria: (1) necessitates the immediate attention of the unit member, and (2) which the unit member cannot be expected to disregard, and (3) which cannot be accommodated during off-duty hours.

7.4.5 Bereavement Leave

Each unit member is entitled to a leave of absence, not to exceed three days, or five days if over 500 miles travel is required, on account of the death of any member of his/her immediate family. No deductions shall be made from the salary of such unit member. Members of the immediate family means the spouse, mother, mother-in-law, father, father-in-law, surrogate parent, surrogate parent of the unit member's spouse, step-parent, step-parent of the unit member's spouse, grandmother, grandmother-in-law, grandfather, grandfather-in-law, grandchild, grandchild of the unit member's spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, or anyone who has stood in any of the foregoing relationships. Bereavement leave may also be used for anyone currently living in the immediate household of the unit member.

7.4.6. Jury Duty

A unit member shall be granted a leave of absence when called for jury duty. Unit member shall serve as a juror without loss of salary, but will pay to the Board the fees received for such service, exclusive of Court-reimbursed expenses. Unit members who serve all day on jury duty shall be granted paid leave from their evening working hours.

7.4.7. Military Leave

The District shall provide leave for military duty as outlined in the Military and Veterans code Section 395 and Education Code Sections 45059 and 44800.

7.4.8. Professional Leave

Unit members may, upon proper application and subsequent approval by the Director of Personnel/Recruitment, be granted leave to attend a conference, seminar, or other professional meeting that would improve the member's service to the District. If the request is denied by the Director of Personnel/Recruitment, the unit member may make an appeal in writing to the District Professional Growth Committee. After considering the denial and appeal, the Professional Growth Committee shall vote on whether or not to grant the requested leave. Professional leave shall be limited to 3 days a year on a non-cumulative basis.

7.4.9. Organizational Leave

Unit members receiving leave under this provision shall do so pursuant to the rules and regulations set forth in Section 7.1.8 Organizational Leave above. Days used under this provision shall count toward the maximum set forth in 7.1.8 Organizational Leave.

7.4.9.1 The Association shall reimburse the District at the lowest hourly rate of pay for adult hourly certificated members.

7.4.9.2 Hourly unit members who work all day on Association business shall be granted paid leave from their evening hours at work.

7.5 Unpaid Leaves

The Governing Board may grant a unit member, upon request, an unpaid leave of absence. The granting of such leave is at the sole discretion of the Governing Board. Adult school unit members may apply for maternity, childcare and personal business leave as provided for in 7.2 of this article. Such leaves shall not extend beyond the trimester.

7.6 Return from Leave

Unit members on paid leave of absence shall have the following return rights provided the leave begins and ends within the same trimester of employment:

7.6.1 Unit members on paid leave less than twenty (20) school days will normally be returned to the same position

7.6.2 Unit members on paid leave more than twenty (20) school days are not guaranteed the same position.

Part III All Unit Members

7.7 Catastrophic Leave Bank

7.7.1. Creation

The Vallejo Education Association and the District agree to create the Vallejo Education Association Catastrophic Leave Bank effective July 1, 1995. The Catastrophic Leave Bank will be funded in accordance with the terms of Section 7.7.2 below.

7.7.1.1 Days in the Catastrophic Leave Bank will accumulate from year to year.

7.7.1.2 Days will be contributed to the Bank and withdrawn from the Bank without regard to the daily or hourly rate of pay of the Catastrophic Leave Bank participant.

7.7.1.3 The Vallejo Education Association Catastrophic Leave Bank will be administered by a two (2) member Catastrophic Leave Bank committee appointed by the President of the Association and one (1) representative appointed by the District.

7.7.2. Eligibility And Contributions

7.7.2.1 All unit members on active duty with the District are eligible to contribute to the Vallejo Education Association Catastrophic Leave Bank.

7.7.2.2 Participation is voluntary, but requires contribution to the Bank. Only contributors will be permitted to withdraw from the Bank except as noted in 7.7.2.3 and 7.7.2.6.

7.7.2.3 Unit members who elect not to join the Catastrophic Leave Bank upon first becoming eligible have a waiting period of sixty (60) days after joining the Bank before becoming eligible to withdraw from the Bank.

7.7.2.4 The contribution, on the appropriate form, will be authorized by the unit member and continued from year to year until canceled by the unit member.

7.7.2.5 Cancellation, on the proper form, may be effected at any time and the unit member will not be eligible to draw from the Bank as of the effective date of cancellation. Sick leave previously authorized for contribution to the Bank will not be returned if the unit member effects cancellation.

7.7.2.6 Contributions will be made from August 15, to September 15, of each school year. Unit members returning from extended leave which included enrollment period will be permitted to contribute within thirty (30) calendar days of beginning work. District will supply enrollment forms for the Catastrophic Leave Bank to all unit members returning from leave. New unit members with ten (10) or fewer transferable sick leave days will be automatically enrolled in the Sick Leave Bank for the first year of employment only without contributing any sick leave.

7.7.2.7 The annual rate of contribution by each participating unit member for each school year shall be a minimum of one (1) day of sick leave. Adult School hourly employees who wish to contribute to the Catastrophic Leave Bank will do so based upon the following formula:

$$\frac{\text{Total \# of hours per week per 3 trimesters}}{\text{Total \# of days per week per 3 trimesters}} = 1 \text{ day}$$

All contributions will be in whole day increments.

A. An additional day of contribution will be required of participants if the number of days in the Bank falls below five hundred (500) days. Catastrophic Leave Bank participants who are drawing from the Bank at the time of the assessment will not be required to contribute to remain eligible to draw from the Bank. If a Catastrophic Leave Bank participant has no remaining sick leave at the time of the assessment, they need not contribute the additional day to remain a participant in the Bank.

B. If the number of days in the Bank at the beginning of a school year exceeds fifteen hundred (1500) days, no contribution will be required of returning unit members. Those unit members joining the Catastrophic Leave Bank for the first time and those returning from leave will be required to contribute one (1) day to the Bank.

7.7.2.8 Unit members who are retiring or leaving the employ of the District may contribute their unused sick leave to the Catastrophic Leave Bank.

7.7.2.9 The District will contribute one hundred (100) days to the Catastrophic Leave Bank on July 1, 1995 to initiate the program.

7.7.3. Withdrawal From The Bank

Catastrophic Leave Bank participants, whose accumulated sick leave is exhausted, may withdraw from the Bank for catastrophic illness or injury. Catastrophic illness or injury will be defined as any illness or injury that incapacitates the unit members for over twenty (20) consecutive duty days or incapacitates a member of the unit member's family for over twenty (20) consecutive duty days which requires the unit member to take time off work to care for that family member. If a reoccurrence or a second illness or injury incapacitates a unit member or member of the unit member's family within twelve (12) months, it shall be deemed catastrophic after ten (10) consecutive duty days. Thus, a participant who used the Bank after exhaustion of sick leave for twenty-five (25) days to care for his wife who dies of cancer and, after returning to work, suffers a heart attack will be deemed to have a second catastrophic illness and may again withdraw from the Bank after only ten (10) consecutive duty days off work.

7.7.3.2 Participants must use all accumulated sick leave as defined in Leaves Article 7.1.1 and 7.4.1 available to them before eligible for a withdrawal from the Bank.

7.7.3.3 The first twenty (20) duty days of illness or disability must be covered by the participant's own sick leave or leave without pay the first time said participant qualifies for a withdrawal draw from the Bank. For subsequent withdrawals within twelve (12) consecutive months, the first ten (10) duty days of illness must be covered by the participant's own sick leave or leave without pay.

7.7.3.4 Participants who have exhausted their sick leave but are qualified for long term sick leave will be eligible to withdraw from the Catastrophic Leave Bank in one half (1/2) day increments until long term sick leave (Article VI, Section I.B.) is exhausted. At that point, withdrawal from the Catastrophic Leave Bank will be for the participants' duty day.

7.7.3.5 If a participant is incapacitated, applications may be submitted to the committee by the participant's agent or member of the participant's family.

7.7.3.6 Withdrawals from the Catastrophic Leave Bank will be granted in units of no more than thirty (30) duty days. Withdrawals are in whole day increments. Participants may submit requests for extensions of withdrawals as their prior grants expire. A participant's withdrawal from the Bank may not exceed a maximum period of twelve (12) consecutive months. Members of the Catastrophic Leave Bank committee shall have the right to extend the initial request for withdrawal from the bank.

7.7.3.7 Participants applying to withdraw or extend their withdrawal from the Catastrophic Leave Bank will be required to submit a doctor's statement indicating the nature of the illness or injury and probable length of absence from work. Members of the Committee shall keep information regarding the nature of the illness confidential.

7.7.3.8 If a participant has drawn thirty (30) Catastrophic Leave Bank days and requests an extension, the committee may require a medical review by a physician of the committee's choice at the participants expense. The committee will choose only a physician who qualifies under one of the District's offered medical plans. Refusal to submit to the medical review will terminate the participant's continued withdrawal from the Bank. The committee may deny an extension of withdrawal from the Catastrophic Leave Bank based upon the medical report. The participant may appeal any termination under the procedures outlined in 7.7.3.12 below.

7.7.3.9 Leave from the Bank may not be used for illness or disability which qualify the participant for Worker's Compensation benefits.

7.7.3.10 If the Catastrophic Leave Bank does not have sufficient days to fund a withdrawal request, the committee is under no obligation to provide days and the District is under no obligation to pay the participant any funds whatsoever. If the committee denies a request for withdrawal, or an extension of withdrawal, because of insufficient days to fund the request, they will notify the participant, in writing, of the reason for the denial.

7.7.3.11 Withdrawals will become effective immediately upon the exhaustion of sick leave or the waiting period provided for in Sections 7.7.2.3 or 7.7.3.3 whichever is greater.

7.7.3.12 Catastrophic Leave Bank participants who are denied a withdrawal or whose withdrawal is not renewed or terminated may, within (30) days of denial, appeal, in writing, to the Executive Board of the Vallejo Education Association. The Executive Board of the

Vallejo Education Association will hold a hearing within fifteen (15) duty days. The Executive Board will issue a confidential written decision within fifteen (15) duty days of the hearing. If the participant's incapacitation does not allow participation in this appeal process, the participant's agent or member of the family may process the appeal.

7.7.4. Administration Of The Bank

7.7.4.1 The Catastrophic Leave Bank committee will have the responsibility of maintaining the records of the Catastrophic Leave Bank, receiving withdrawal requests, verifying the validity of requests, approving or denying the requests, and communicating its decisions, in writing, to the participants and to the District.

7.7.4.2 The Committee's authority will be limited to administration of the Bank. The Committee will approve all properly submitted requests complying with the terms of this Article. Withdrawals may not be denied on the basis of the type of illness or disability.

7.7.4.3 Applications will be reviewed and decision of the committee reported to the
applicant, in writing, within ten (10) days of receipt of the application.

7.7.4.4 The Committee will keep all records confidential and will not disclose the nature of the illness except as is necessary to process the request for withdrawal and defend against any appeals of denials.

7.7.4.5 By September 30, of each school year, the District will notify the committee of the following:

A. The total number of accumulated days in the Bank on June 30th of the previous school year.
B. The number of days contributed by unit members for the current year.

C. The names of participating unit members.

D. The total number of days available in the Bank.

7.7.4.6 The District will maintain current information for the committee on the following:

A. The names of any Catastrophic Leave Bank participants who have canceled participation in accordance with Section 7.7.2.4.

B. The names of any additional unit members who have joined the Bank.

C. The total number of days in the bank.

D. The total number of days awarded and to whom they were awarded.

7.7.4.7 Any dispute between the committee and the District as to the accounting of Catastrophic Leave Bank days unresolved within fifteen (15) days will be immediately submitted to Binding Arbitration without the need to follow earlier steps of the grievance procedure as per the Grievance Article.

7.7.4.8 If the Catastrophic Leave Bank is terminated for any reason, the days remaining in the Catastrophic Leave Bank will be returned to the then current members of the Bank proportionately.

ARTICLE 8 - TRANSFER AND REASSIGNMENT (excluding adult hourly)

8.1 General Provisions

8.1.1 Considerations

8.1.1.1 The parties recognize that the unit member has a vital professional interest in enhancing and improving his/her skills and teaching performance and that such a goal can as often be achieved by remaining in a given assignment as by a transfer/reassignment to a different assignment.

8.1.1.2 The parties also recognize that the District has a vital interest in providing an educational program that meets its perception of the needs of the program and complies with the law.

8.1.1.3 Recognizing that there may be conflict between the perceived needs of the unit member and the District and that such conflict is exacerbated by involuntary transfer/assignment, the parties agree that these provisions for transfer/reassignment shall be enforced so as to minimize involuntary transfers/reassignments.

8.1.2 Definitions

8.1.2.1 Certificated
Possession of a valid teaching credential which permits teaching of a particular grade level or subject area consistent with relevant Education Code provisions.

8.1.2.2 Qualified
The ability to perform effectively in a given position based on objective criteria. These criteria shall be: (1) a major, minor, and/or authorization in the subject area of the vacancy; (2) recent teaching or work experience in the grade level or subject area of the vacancy; (3) length of experience in teaching at the grade level or subject area of the vacancy; (4) special credentials or certificates; (5) specialized training relevant to the vacancy.

8.1.2.3 Vacancy
A specific teaching position vacant because of resignation, retirement, layoff, non-reelection, non-reemployment, enrollment increases or shifts, changes in program or transfer/reassignment.

8.1.2.4 Voluntary Transfer
The movement of a unit member at that member's request to a different site or program within the District.

8.1.2.5 Reassignment
The movement of a unit member, within the same school site, to a grade level two levels different than their current assignment (elementary schools), or from one subject area to another subject area (secondary schools).

8.1.2.6 Involuntary Transfer/Reassignment
The transfer or reassignment of a unit member without the unit member's agreement.

8.1.2.7 Seniority
Length of continuous service in a position(s) contained within the bargaining unit computed from the most recent date of hire in a bargaining unit position. For purposes of this section, breaks in service of thirteen (13) months or less shall not be considered to interrupt continuous service.

8.1.2.8 Temporary Teachers
Members of the bargaining unit who, pursuant to provisions of the Education Code, are hired from year to year on temporary contracts. Temporary teachers will acquire seniority within the

meaning of this section unless there is a break in service of longer than 13 months. If the break in service is longer than 13 months, temporary teachers will be considered "new hires" upon their employment in a bargaining unit position following such break in service.

8.1.2.9 Assignment

Child Development/State Preschool: Program, School Site and Shift
Elementary School: Grade Level and School Site
Middle School: Grade Level(s), Subject(s) and School Site
High School: Subject Area(s) and School Site
Adult School: Program, Course(s) and School Site

8.1.3 Vacancies

8.1.3.1 Notification of Vacancies

The Board shall send to the Association and cause to be posted at each school site and the Human Resource Services Office a list of all the known vacancies as soon as they occur, but no later than 5 working days subsequent to the creation of the vacancy. Attached to each vacancy listing, the District shall provide a complete description of the criteria which the applicant must meet in order to qualify for the vacancy as set forth in 8.1.5 below. These criteria shall be clearly and objectively stated as the only criteria upon which the vacancy will be awarded. Posting will occur from the beginning of the academic year until August 1. All unit vacancies shall be posted for a minimum period of ten (10) days as vacancies occur.

8.1.3.2 Applying for Vacancies -- The Annual Transfer Process

Unit members who desire to transfer to a vacant classroom teaching unit position for the following year must make their request for transfer in writing on the appropriate form to the Human Resource Services Office between March 1 and April 15. The Human Resource Services Office fills vacancies based on transfer requests received from unit members.

Classroom teaching positions are filled by new hires only when a current unit member has not requested the position.

Unit members who desire to transfer to a vacant non-classroom position must fill out an application for the vacancy. Current unit members applying for non-classroom positions who meet the credential qualifications will automatically be granted an interview. Unless an outside applicant is substantially better qualified

according to the criteria specified in the vacancy posting, preference in hiring will go to current unit members. Only non-classroom positions are subject to an interview process and a panel composed of a majority of VEA unit members must be convened to conduct the interview.

8.1.3.3 Filling of Vacancies -- During the School Year

When a classroom teaching position becomes vacant during the school year, the position will be open for reassignment. If, within five days, the vacancy has not been filled by reassignment it shall be posted for transfer. Transfers granted during the first 25% of the year will only occur at the mid-year break. Mid-year break is defined as the semester break. After 25% of the school year has expired, classroom teaching vacancies will be filled by new hires. Vacancies so filled during the year will be open for transfer for the following school year. Non-classroom unit positions will be posted and filled as they occur throughout the year.

8.1.4 Timelines

3/15 Second year probationary unit members not being rehired for the following school year will be notified pursuant to Ed. Code 44929.21.

4/15 Unit members must return the annual request for transfer form relative to their desire to transfer. The transfer request forms are kept on file by the Human Resource Services Office through September 30 and are used to fill classroom teaching vacancies that occur.

4/15 Unit members shall make their assignment/reassignment preferences known on a form provided by the site manager. The assignment preference forms are kept on file by the site manager through September 30 and are used to fill classroom teaching vacancies at the site prior to informing personnel of an opening at the school.

5/18 Unit members who are to be transferred will receive notice of their site assignment for the coming school year. Any unit member not so notified shall remain at their present site or assignment.

5/18 Teachers not being rehired for the coming school year will be notified, in writing, by the District.

5/18 Unit members will receive notice of their tentative assignment for the coming school year as defined in 8.1.2.9.

Note: The provisions regarding notice to teachers regarding non-reelection/non-reemployment is for the exclusive purpose of providing a timeline for the transfer and posting of vacancy procedures in this Article, and does not relate to or affect in any way the District's legal rights regarding non-reelection or non-reemployment of certificated employees.

First Friday in June High School and Middle School unit members shall receive their tentative class schedules for the coming school year.
If the principal fails to give all unit members at the site their tentative class schedules by the first Friday in June, the following year the class schedules for that site shall be due on June 1. In the following year, if the principal again fails to meet the June 1 deadline, the tentative class schedules for all unit members at that site shall be due on May 18. In the succeeding years, if the principal meets the timeline, the deadline shall revert back to June 1. If the June 1 timeline is then met, the deadline will revert back to the first Friday in June.
In the event of a new principal, the deadline shall revert to the first Friday in June.

8.1.5 Criteria For Transfer

The following criteria are listed in priority order and shall be the only criteria applied by the District in determining transfer:

8.1.5.1 Qualifications of the unit member as defined in 8.1.2.2.
8.1.5.2 Desires of the unit member, as stated on the request for transfer form (8.1.3.2).
8.1.5.3 Seniority of the unit member.

8.1.6 Restrictions on Transfer/Reassignment

Notwithstanding any provision of this agreement:

8.1.6.1 No involuntary transfer/reassignment shall be made when a unit member who meets the criteria set forth in 8.1.5, above, volunteers for the transfer/reassignment.
8.1.6.2 No involuntary transfer/reassignment shall be made for disciplinary or punitive reasons.
8.1.6.3 No unit member shall be involuntarily transferred/reassigned more than once in any consecutive three school year period.
8.1.6.4 No transfer/reassignment shall be made unless a vacancy exists.

8.2 Voluntary Transfer

8.2.1 A unit member may voluntarily apply for a transfer: (a) prior to the closing of any posted position eligible for internal transfer; or, (b) prior to April 15 by submitting an annual request for transfer form to the Human Resource Services Office. The unit member making an annual request for a voluntary transfer shall remain at his/her current school site until the request is granted. If the unit member requests that his/her application for transfer be kept confidential, the request shall be kept confidential.

8.2.2 Unit members voluntarily applying for a transfer shall be transferred in the order that his/her certification and qualifications meet the criteria for transfer as set forth in 8.1.5 above. In the event that more than one unit member applies for a given vacancy and there is substantial equivalence in the criteria for transfer among them, then the unit member with the greatest seniority shall be transferred to the vacancy.

8.3 Involuntary Transfer

8.3.1 In the event that a vacancy occurs and no unit member meeting the criteria for transfer as set forth in 8.1.5 above, applies, then the least senior unit member in the District meeting such criteria shall be involuntarily transferred, provided, however, that the vacancy may not be filled by a new hire and no unit member currently assigned to the site who meets the criteria set forth in 8.1.5, has applied for reassignment.

8.3.2 In the event that there is a substantial shift in pupil population in a given school requiring either a reduction or increase in the number of unit members assigned to that school and no unit member volunteers to transfer into or out of that school then:

8.3.2.1 In the event of a need to increase the number of unit members at the school, the least senior unit member in the District meeting the criteria set forth in 8.1.5 may be involuntarily transferred to that school consistent with the timelines and procedures elsewhere set forth in this agreement.

8.3.2.2 In the event of a need to decrease the number of unit members at the school, the least senior unit member at that school whose transfer would not disrupt the balance of the educational program of the school as determined by the criteria set forth in 8.1.5, may be involuntarily transferred from that school consistent with the timelines and procedures elsewhere set forth in this agreement.

8.3.3 No involuntary transfers will occur beyond the Friday of the week of CBEDS reporting until the mid-year break or end of the school year.

8.4 Reassignment
Reassignments shall be made consistent with the provisions set forth in voluntary or involuntary transfer except that reassignments shall not be effected that would, as a consequence, require the involuntary transfer of another unit member.

8.5 Preference in Transfer

8.5.1 Requests for transfer will be granted in the following order:
(i) Unit members who are being involuntarily transferred from their current positions.
(ii) Unit members requesting a voluntary transfer whose transfer would eliminate the need for involuntary transfer of another unit member.
(iii) Unit members requesting voluntary transfer.
(iv) Unit members returning from leave.
(v) Unit members requesting return to full-time employment from a job share.

8.6 Transfer and Reassignment of Adult Hourly Unit Members

8.6.1 Transfer Two (2) weeks before the start of each trimester, a unit member may submit to the Vallejo Adult School Principal on the appropriate form, his/her request for a change in teaching assignment which may include an increase or decrease in the current teaching assignment.

8.6.2 Vacancies Two (2) weeks after the start of each trimester, unit teaching positions which have not been filled will be posted at the Vallejo Adult School and the District Human Resource Services Office for not less than ten (10) calendar days. Unit members who desire to be considered for a vacancy must make application on the appropriate form in the Human Resource Services Office during the posting period. When due to inadequate attendance, it becomes necessary to close a class, the unit member affected shall be considered for open unit positions in accordance with the criteria listed below. At the beginning of each trimester, retention priority will be given to continuing Adult School unit members over unit members employed full time in the K-12 program when Adult School staffing reductions are warranted because of a loss in Adult School enrollment.

8.6.3 District Vacancies All certificated vacancies which are posted by the Human Resource Services Office at other school sites, shall also be posted at the Vallejo Adult School.

8.6.4 Considerations -- The following criteria are listed in priority order and shall be the only criteria applied by the District in determining transfer:

8.6.4.1 Qualifications of the unit member as defined in 8.1.2.2.
8.6.4.2 Desires of the unit member as stated on the request for transfer form (8.6.1).
8.6.4.3 Seniority of the unit member.

ARTICLE 9 - SAFETY CONDITIONS (All Unit Members)

9.1 Conditions

9.1.1 Unit members shall not be required to work under unsafe or hazardous conditions except in a natural disaster or emergency.

9.1.2 Emergency is defined as a sudden, unexpected happening, or an unforeseen occurrence or condition, or a sudden or unexpected occasion for action, or a pressing necessity which is not under the control of the District.

9.1.3 The Board shall conform to and comply with all health, safety, and sanitation requirements imposed by State or federal law or regulations adopted under State or federal law including those prescribed by Cal-OSHA. The District shall provide the Association with the initial notice of inspection and the final results of the Cal-OSHA investigation.

9.1.4 The Board, its agents, the Association and the unit members shall conform to and comply with all provisions of the California Education Code as those provisions relate to violence against teachers, insulting, upbraiding and abusing teachers, and the accompanying Title 5 California Administrative Code provisions.

9.1.5 The Board, its agents, the Association and the unit members shall also conform to and comply with all provisions of the California Education Code as those provisions relate to the rights of teachers in dealing with student behavior, and the accompanying Title 5 California Administrative Code provisions.

9.1.6 Minimum Standards for Work Sites
All Work sites shall meet the following standards:

9.1.6.1 Unit members shall be provided adequate and functional desks and chalkboards and properly equipped classrooms and work areas.
9.1.6.2 Be free of rodents and vermin.
9.1.6.3 Rooms where students eat a meal shall be cleaned daily.

9.1.6.4 No exposed electrical wiring.
9.1.6.5 Appropriate ventilation in labs and shops.
9.1.6.6 HVAC filters cleaned at least once during each school year.
9.1.6.7 Carpets cleaned at least once during each school year.
9.1.6.8 Classrooms "deep cleaned" at least once during each school year.
9.1.6.9 Properly heated and ventilated classrooms.

9.1.6.10 Daily Cleaning of classrooms/work areas shall include:
- 9.1.6.10.1 Emptying all trash.
- 9.1.6.10.2 Wiping out sink.
- 9.1.6.10.3 Checking paper towel and soap dispensers and filling, if needed.
- 9.1.6.10.4 Sweeping floors, including moving the furniture and putting it back.
- 9.1.6.10.5 Wiping desks and/or table tops.
- 9.1.6.10.6 In special education classrooms, wiping desks and/or table tops with a disinfectant.

9.1.6.11 Weekly cleaning of classrooms/work areas shall include:
- 9.1.6.11.1 Cleaning chalkboards/blackboards with a damp rag/white boards with cleaning solution.
- 9.1.6.11.2 Cleaning chalk trays, i.e. moving chalk and erasers out and replacing after cleaning.
- 9.1.6.11.3 Vacuuming rugs.

9.1.6.12 Periodic (as needed) cleaning shall include:
- 9.1.6.12.1 Wiping windows and doors for handprints and dirt, etc.
- 9.1.6.12.2 Removing things stuck to the floor.
- 9.1.6.12.3 Damp mopping floors.

(From Memorandum of Understanding)

9.1.6.13 If upon arrival at his/her classroom/work area, a unit member finds that the requirements listed in Sections 9.1.6.1 through 9.1.6.12 have not been met, he/she shall file a written report with the site administrator stating the deficiencies. The site administrator shall immediately fax a copy of the report to the Associate Superintendent of Business Services.

Within forty eight (48) hours of the report being filed, the Associate Superintendent of Business Services/Administrative Designee shall visit the classroom/work area to ensure that it has been cleaned in accordance with the provisions of Sections 9.1.6.1 through 9.1.6.12.

Each Board of Education agenda shall include a report listing the classrooms/work areas, sites and dates deficiencies were reported.

9.1.7 The District shall provide and maintain a complete communication system at all sites.

9.2 Administering Medication

9.2.1 In those cases where it has been determined by a physician that the administration of medication to a student at school is necessary, the following procedures will be observed:

9.2.1.1 The administration of medication to students shall be done only in exceptional circumstances wherein the student's health may be jeopardized without it and only when such administration has been requested and approved by the student's parents and physician.

9.2.1.2 Students requiring medications at school shall be identified to the school by parents and/or physician. Students observed by school personnel administering unauthorized medications to themselves will be reported to their parents.

9.2.1.3 A written statement shall be required of the parents requesting and authorizing designated school personnel to administer said medication in the dosage so prescribed by the physician.

9.2.1.4 The parents will be requested to secure from the physician a prescription for duplicate supplies of the said medication, one supply to be kept at home and one supply to be kept at school. The site manager will designate the employee at the school to be responsible for administering the medication. Taking the dosage shall be supervised by the designated school personnel at a time conforming with the physician's indicated dosage schedule.

9.2.1.5 School personnel are not to provide aspirin or any other patent medicine or nostrum to students.

9.3 Performing Physical Health Care Services

9.3.1 Each unit member shall be offered the opportunity for inservice on the administration of first aid.

9.3.2 Each classroom shall have a first aid kit and supplies will be replenished throughout the school year.

9.3.3 Each site shall have a trauma pack with personnel trained in its use.

9.3.4 Each science classroom shall have safety equipment to include but not be limited to eye washes and fire blankets

9.3.5 Classroom teachers will be informed by the school administration in a timely manner when a student in the teacher's class has an unapparent

physical condition which may cause interference with the learning process.

9.4 Performing Specialized Physical Health Care Services

9.4.1 In those cases where the site manager honors a parent's request for specialized physical health care services to be performed for a student during the school day, the following procedures will be observed. "Specialized physical health care services" means catheterization, gavage feeding, suctioning, or other services that require medically related training.

9.4.2 Specialized physical health care services shall be performed by a properly licensed certificated school nurse or other District designated non-unit member for students during the school day only if it is required and when it has been authorized by the student's parents or guardians and physician.

9.4.3 A written statement shall be required of the parents or guardians requesting and authorizing designated, properly licensed, certificated school nurse or other District or designated non-unit member to perform said specialized physical health care services as prescribed by the physician.

9.4.4 A properly licensed certificated school nurse providing specialized physical health care services shall also demonstrate competence in basic cardiopulmonary resuscitation (CPR) and shall be knowledgeable of the emergency medical resources available in the community.

9.4.5 Unit members who may be required to perform specialized physical health care services in a life or death situation shall receive related in-service training on an as needed basis or at least yearly.

9.4.6 Unit members who are providing physical health care services shall be provided adequate liability insurance by the district.

9.4.7 Each site where above procedures are provided shall have a backup procedure for use in an emergency situation.

9.4.8 A teacher shall not substitute for a nurse or other District designated non-unit member. The District shall provide a non-unit member to provide coverage for students requiring specialized physical health care.

9.4.9 Training Opportunities

At least once during each school year, all unit members shall be offered an opportunity for training in each of the following areas:

9.4.9.1 Universal precautions for the handling of body fluids.

9.4.9.2 CPR and use of trauma packs.

9.4.9.3 Assaultive behavior training

9.4.9.4 Proper responses in the event of a natural disaster and emergency, including drills.

9.4.9.5 Existing District procedures for handling emergencies.

9.5 Personal Property Damage

9.5.1 The District will pay up to a maximum of $350 for replacing or repairing personal property of the unit member such as eyeglasses, hearing aids, dentures, watches and articles of clothing worn by the unit member and damaged in the line of duty through no fault of the unit member.

9.5.2 The District will pay to a maximum of $350 for replacing items used in classroom instruction provided the unit member has previously registered said items with the District. The item must have been damaged, stolen, burned or vandalized.

9.5.3 The District will pay the cost of repairing an automobile parked on campus or the vicinity of the school by a unit member while in the performance of his/her professional duties.

9.5.4 The maximum amount payable under this clause for each occurrence is $350.

9.5.5 If the property is damaged beyond repair, the value of the property shall be the replacement cost up to $350.

9.5.6 To qualify for payment, the unit member must file a claim with the District and a police report with the Vallejo Police Department when appropriate or required by law. The reports shall be filed as soon as practicable, but no later than three (3) school days after finding the loss and/or damage.

9.6 Assault Procedure

Unit members shall immediately report cases of assault suffered by them in connection with their employment to their principal or immediate supervisor, who shall immediately report the incident to the police. Such notification shall immediately be forwarded to the Superintendent and/or designee. The Superintendent and/or designee shall comply with any request from the unit member for information in possession of the District relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the unit member, police and the courts.

9.7 Each unit member shall receive a copy of the site safety plan for all sites that he/she is assigned.

9.8 Unit Members' Responsibilities Regarding Student Discipline

Pursuant to Board Policy/Administrative Regulation 5144(a) and Section 9.1.5 of this Agreement, each school site shall develop rules for student conduct and discipline. In addition each school site shall delineate unit members' responsibilities in implementing the rules.

9.8.1 The rules and unit members' responsibilities shall be reviewed annually. This review shall be completed by the unit members' last work day of the school year.

9.8.2 Copies of the rules and unit members' responsibilities shall be distributed annually on the unit members' first work day of the school year.

9.8.3 The rules and unit members' responsibilities shall be presented and discussed at the first staff meeting of each school year.

ARTICLE 10 - CLASS SIZE

10.1 Subject to the provisions and exclusions noted below, the following shall constitute class size maximums within the District.

10.1.1 Elementary School
No elementary class shall exceed 32.

Assignments to combination classes shall first be made to teachers indicating a preference for combination classes on their assignment preference form. Teachers shall make recommendations on the placement of students into combination classes. Every reasonable attempt will be made to avoid combination classes.

10.1.2 Middle School
No Middle school class shall exceed 33 students with no more than 160 student contacts. Unit members working a 1.2 FTE contract shall not exceed 192 student contacts.
At the Middle schools the music (instrumental and vocal) class sizes shall be mutually determined by the teacher and the site principal and shall be based on programmatic needs. No beginning music class shall exceed 32 students.

10.1.3 High School
No high school class shall exceed 33 students with no more than 160 student contacts. Unit members working a 1.2 FTE contract shall not exceed 192 student contacts.

At the high schools music (instrumental and vocal) class sizes shall be mutually determined by the teacher and the site principal and shall be based on programmatic needs. No beginning music class shall exceed 32 students.

Driver's education classes paid outside of the normal school schedule (periods 1-6) shall be paid at the individual employee's hourly rate on an

extra service agreement and may exceed the class maximum of 33. The student contact in that class will not be counted toward the maximum daily contact of 160.

10.1.4 The maximum number of student contacts per day for teachers of P.E. shall not exceed 190 with no more than 40 students per class.

10.1.5 Work Experience teachers shall have a caseload no greater than 125 students.

10.1.6 The student-adult ratio for Child Care/Preschool classes shall be as defined in State guidelines.

10.1.7 The counselor–student ratio shall be 1 – 415.

In the event the District should choose not to staff for counselors for the 6th grade students, the middle school counselors shall not be responsible for providing support to the 6th grade students.

(Current MOU)

10.1.8 The social worker shall be staffed at a District wide ration of 1 – 5050.

10.1.9 The nurse-shall be staffed at a District wide ration of 1 – 2650.

10.1.x The homebound general education teacher maximum shall be 12 students. The hospital general education teacher maximum shall be 20 students.

10.1.10 Special Education/I.P.S.U. *See Section 10.4*

10.1.10.1 For all unit members assigned to the following positions/classes, a student shall be considered on a unit member's caseload when the unit member has primary responsibility for the student's IEP.

Caseload maximums shall be:

Elementary (Grades K-6)	
Non-severe [includes LH, CH/SDL]	16
Severe I [includes Deaf/Hard of Hearing, Orthopedically Impaired (OI), Multi-disabled (MD)]	12
Severe I Visually Impaired	9
Severe II [Day Treatment]	10
Severe III [includes autism, emotionally disturbed (ED)]	9

Resource Specialist Services	28
Elementary/Secondary Combined	
Non-Severe [includes LH/CH/SDL]	17
Secondary (Grades 7-12)	
Non-severe [includes LH, CH/SDL]	19
Severe I [includes Deaf/Hard of Hearing, Orthopedically Impaired (OI), Multi-disabled (MD)]	13
Severe I Visually Impaired	9
Severe II [Day Treatment]	10
Severe III [includes autism, emotionally Disturbed (ED)]	9
Resource Specialist Services	28

10.1.10.2 For all unit members assigned to the following positions/classes, a student shall be considered on a unit member's caseload when the unit member provides services/support as required in the student's IEP.

Caseload maximums shall be:

Designated Instruction & Services	
Adaptive P. E.	80
Individualized Small Group Instruction [ISGI]	28
Special Education Individualized Program (SEIP) for Home/ Hospital services	20
Vocational Services	16
Itinerant Services (Non-Special Day Class)	
Visually Impaired (VI)	16
Orthopedically Impaired (OI)	14
Deaf/Hard of Hearing	14
Speech & Language Therapists	60

10.1.10.3 The Special Education unit members assigned to a specific VCUSD site may choose to provide support and instruction to students not on their caseloads. All of the affected unit members shall develop a plan for providing support and instruction to students on their caseloads. Prior to implementing the plan, all of the affected unit members shall be provided a written copy of the plan and shall sign the plan, if they agree with the plan.

The initiation and development of this plan shall be by VEA unit members, and shall be subject to the approval of the site principal and the Director of Special Education/designee to ensure legal compliance. If the site principal and/or the Director of Special Education/designee do not respond within two (2) school days, the plan shall be deemed approved. Non-unit members are not allowed to initiate or propose alternative plans for delivery of support and instruction.

Any affected unit member who has not signed a plan for delivery of support and instruction shall not be required to provide support and/or instruction to students not on his/her caseload. However, a unit member who replaces another unit member during the school year shall provide support and/or instruction under the plan for the remainder of the school year if the replaced unit member had agreed to the plan.

10.1.10.4 All Special Education unit members shall receive the same amount of preparation time as other unit members assigned to the level as provided in Article 5.

In addition to the preparation time provided in Article 5, Resource Specialists shall receive one (1) additional period per day for collaboration.

10.1.10.5 Mainstreamed Students
Every effort will be made to balance the number of students with IEPs within all classes at each school site. Special Education students shall not be mainstreamed into a classroom that is at the contractually stated class size maximum.

10.1.11 Adult School classes shall not exceed 26 pupils per class.

10.1.10 Vocational class enrollment shall not exceed the number of work stations provided.

10.1.11 Independent Study class loads shall conform to State Department of Education guidelines.

10.1.14 Prior to April 1 of each school year, the site administrator and each unit member assigned to a class with work stations shall jointly determine the maximum number of students assigned to each class.

10.2 Provisions and Exclusions

10.2.1 At the beginning of the year the site managers shall have ten (10) student days to adjust class sizes or caseloads. On the eleventh student day, unit members who are over class size maximums shall notify their site manager. The site manager shall have five (5) consecutive student days to arrive at a class size or caseload relief for the unit member. This shall also apply at the beginning of each trimester at Adult School.

10.2.2 At the beginning of the second semester the site managers shall have five (5) consecutive student days to adjust class sizes or caseloads. On the sixth student day of the second semester, unit members who are over class size or caseload maximums shall notify their manager. The site manager shall have (5) consecutive student days to arrive at a class size or caseload relief for the unit member.

10.2.3 During the year, unit members who are over class size caseload maximums shall notify their site managers on the first day the maximums are exceeded. The site manager shall have five (5) consecutive student days to arrive at a class size or caseload relief.

10.2.4 Except in the grace periods noted in 10.2.1 and 10.2.2 unit members shall be paid at the rate of $15.00 per student per day or $3.00 per period per day starting the day that the manager was notified that the overage occurred.

In no case shall any unit member carry students over their class size/caseload maximums for more than 15 student days without the approval of the Association.

Counselors with caseload overages will be paid at the rate of $0.19 per student, per day. This figure was arrived at by dividing $3.00 (classroom teacher's pay for an overage) by 160 (maximum student contacts) which equals $0.1875, rounded to the nearest cent.

10.3 Classroom Assignments

Unit members will be assigned to classrooms based on program needs, not for disciplinary reasons. Site managers will make all reasonable efforts to see that no unit member will be required to move to more than three (3) classrooms per duty day in consecutive years. Classes that require specific classrooms are exempt as are unit members in the Vallejo Adult School.

ARTICLE 11 - PROCEDURES FOR EVALUATION OF UNIT MEMBERS

This process applies to all unit members except as noted in Sections 11.3 and 11.4.

11.1 Purpose of Evaluation - The primary purpose of evaluation of unit members is to improve the instructional process and/or the educational services provided to students. Each teacher is a unique personality and achieves rapport with students through that personality or "style." The unique contribution that each teacher brings is valued and is intended to be enhanced rather than inhibited by the evaluation process. Evaluation is a continuing, dynamic process during which a written report is compiled at certain pre-determined times.

11.2 Evaluation Frequency/Process

11.2.1 Every unit member shall be evaluated annually under evaluation Process A, except for permanent unit members whose most recent final evaluation contains an overall performance rating of "satisfactory."

Permanent unit members whose most recent final evaluation contains an overall performance rating of "satisfactory" shall be evaluated every other year under Process B. However, Process A shall be utilized for unit members in their second year of permanent status and/or unit members who change job categories.

Two major evaluation procedures are self-evaluation and classroom observations by the evaluator.

11.2.2 Process A

No later than October 15, the evaluator and the unit member shall jointly select three standards from the six California Standards for the Teaching Profession and complete the appropriate form (Attachment 2a). The evaluator and the unit member shall jointly create three objectives, one for each of the standards jointly selected. In the event the parties cannot agree on three objectives, each party shall select two (2) objectives for a total of four (4) objectives.

The evaluator and the unit member shall also jointly determine which objectives will be emphasized at the first formal observation. The objectives to be observed may be changed by mutual agreement.

The final evaluation shall be based on at least two (2) formal observations of the unit member. The first formal observation shall occur no later than December 1. The second formal observation shall occur no later than March 1.

At the post-observation conference following the first formal observation, the evaluator and the unit member shall jointly determine which objectives will be emphasized at the second formal observation. The objectives to be observed may be changed by mutual agreement.

11.2.3 Process B

No later than October 15, the evaluator and the unit member shall jointly select one standard from the six California Standards for the Teaching Profession and complete the appropriate form (Attachment 2b). The evaluator and the unit member shall jointly create one objective. In the event that the parties cannot agree on one objective, each party shall select one (1) objective for a total of two (2) objectives.

The written evaluation report shall be based on self-evaluation and may include classroom observation(s) and/or other mutually acceptable evaluation techniques. If classroom observation(s) are used as the basis for the evaluation report, the observations shall comply with the standards defined in Process A except that the parties may agree to a different number of observations and a different timeline for the observation(s).

11.2.4 Manager Initiated Movement Between Processes

To initiate movement of a unit member from Process B to Process A, the unit member must receive written notice from the manager prior to his/her last workday. The notice shall include:

11.2.4.1 specific concerns with examples where appropriate, citing the appropriate California Standard(s) for the Teaching Profession and element(s) which may be other than those selected under Process B, and

11.2.4.2 a statement that the unit member will be evaluated by Process A the following school year.

If a unit member receives a final evaluation under Process A with a rating of unsatisfactory, this shall be deemed to comply with the notice required in this section.

11.2.5 Observations

If an observation, either formal or informal, is to be used as a basis for a final evaluation, it shall be in accordance with the following provisions.

11.2.5.1 A formal observation is defined as a classroom observation preceded by at least 24 hours notice to the unit member.

11.2.5.2 All observations shall be documented on the Observation Form (Attachment 2e-f)

11.2.5.3 Classroom observations shall be a minimum of twenty (20) consecutive minutes.

11.2.5.4 A post-observation conference will be held within four (4) working days of each observation. The post-observation conference may be postponed by mutual agreement.

11.2.5.5 Each written observation report shall be based on at least one classroom observation by the evaluator.

11.2.5.6 The observation report may include self-evaluation by the unit member.

11.2.5.7 All observation report(s) shall be attached to the final evaluation.

An informal observation is defined as a classroom observation which complies with all of the provisions of this section except for 11.2.5.1.

11.3 Notice of Evaluation

11.3.1 All Unit Members Except Adult Hourly

No later than the third Friday in September, the manager/designee shall inform those unit members who are to be evaluated. In the case of the unit member who works at more than one site he/she shall be evaluated at the site where he/she spends the majority of his/her time. If a unit member's time is equally divided between sites, the District shall designate the evaluator and shall notify the unit member as to the identity of his/her evaluator.

11.3.2 Adult Hourly Certificated Unit Members

Evaluation of unit members teaching at least twenty (20) hours per week and with less than three (3) years teaching in the hourly program shall be completed at least once a year. Unit members teaching at least twenty (20) hours per week and more than three (3) years teaching in the hourly program shall be evaluated every other year. The evaluation process shall be completed within a selected trimester. Those unit members who teach up to nineteen (19) hours per week shall be evaluated every other year upon request by the unit member. No later

than the third Friday of September, the manager/designee shall inform those unit members who are to be evaluated.

11.4 Selection of Objectives

The evaluation objectives shall be based upon the California Standards for the Teaching Profession.

The Standards and Elements are included as Attachment G.

The evaluation shall not include the use of publishers' norms established by standardized tests or Individual Educational Plans.

11.5 Designing a Plan to Accomplish the Objectives

The evaluator and the unit member shall jointly design a plan using the appropriate Evaluation Plan Form (Attachment 2a or 2b) for accomplishing the selected objective(s).

11.6 The Evaluation Report

In Process A the evaluator has the responsibility to prepare the evaluation report, with input from the unit member. The Final Evaluation Report (Attachment 2c or 2d) shall include the evaluation objective(s), the unit member's self-evaluation, comments by the evaluator, and an overall rating. The report shall be signed by both parties.

In Process B the evaluator and unit member have joint responsibility to prepare the evaluation report. The Final Evaluation Report (Attachment 2c or 2d) shall include the evaluation objective(s), the unit member's self-evaluation, comments by the evaluator, and an overall rating. The report shall be signed by both parties.

Hearsay statements shall be specifically excluded from any and all evaluations. "Hearsay" is defined as information that has not been obtained through direct observation by the evaluator and has been processed as required by Article 12, Complaints.

11.7 Overall Evaluation

At the bottom of the evaluation report the evaluator shall indicate a composite or total evaluation of the unit member by checking one of two ratings:

11.7.1 Satisfactory
11.7.2 Unsatisfactory

A composite unsatisfactory rating for permanent unit members shall be preceded by the following:

1. Written notice as provided in Section 11.2.4 prior to the end of the previous school year; or
2. At least one (1) observation and written notice as provided in Section 11.2.5 no later than December 1 of the school year in which the teacher is being evaluated.

11.8 Improvement Program

Permanent unit members who have received an overall unsatisfactory evaluation shall be required to participate in an improvement program and shall be referred to the Peer Assistance and Review Program (PAR). The program shall specifically address the unsatisfactory issues. The improvement program may include but not be limited to:

11.8.1 Recommendations for improvement
11.8.2 Assistance to implement the recommendations

11.8.3 Means of measuring unit member's improvement

11.8.4 Release time when required by the nature of the program

Unit members required to participate in an improvement program shall not be required to expend non-duty time nor money.

11.9 Completion Date

The evaluation report shall be completed no later than 30 calendar days (20 calendar days for adult hourly certificated unit members) prior to the end of the school year, except that with the concurrence of both parties, the report may be completed as late as June 30 of the given year.

11.10 Evaluation of Temporary Teachers

Temporary teachers under contract for a minimum of 138 days, and whose initial date of employment is after the beginning of the school year, shall be evaluated as described above, except that they: (a) shall be informed of the process within ten (10) working days after beginning the assignment, (b) shall have two objectives chosen within fifteen (15) working days after beginning the assignment, and (c) their evaluations shall be completed no later than ten (10) working days prior to the end of their assignment.

ARTICLE 12 - COMPLAINTS

12.1 The purpose of the complaint procedure is to accomplish the following:

1. To resolve complaints informally at the lowest possible level;
2. To expedite direct communication by the complainant to the affected unit member(s) as soon as possible; and
3. To ensure that all investigations are conducted in good faith and are fair and impartial. This necessarily includes talking to the complainant and the unit member(s) against whom a complaint has been made, subject to the exceptions in this article.

12.2 A complaint is a report of improper professional behavior or personal behavior on the part of the unit member. Improper personal behavior is as defined in California Education Code.

12.3 This article is not to be considered a substitute for the evaluation procedure in Article 11.

12.4 All complaints will first be directed to the unit member's work site for resolution.

12.5 When complaints, in any form, are received against a unit member, the principal or supervisor must report the complaint and the complaining party to the unit member within three (3) school days, and, if the complaint is in writing, provide a copy to the unit member in the same time period, except as delineated in 12.7.

When the complaint includes allegations of sexual harassment, the time period for complying with this section shall be five (5) school days.

12.6 The principal or supervisor shall attempt to resolve the problem informally to the satisfaction of all concerned.

12.7 The unit member shall be notified of the complaint before any investigation begins, except in cases of suspected child abuse, stated fear of possible retaliation, and/or where another agency has primary jurisdiction.

12.8 When a complaint cannot be resolved informally, the principal or supervisor shall confer with the unit member and request that the unit member meet with the complainant, if such a meeting had not already occurred. A VEA representative may be present.

12.9 The principal or supervisor shall conduct a meeting between the complainant and the unit member, at which a VEA representative may be present. The principal or supervisor shall attempt to mediate the dispute.

12.10 If the complainant refuses to attend a meeting the District shall not proceed with the investigation unless the District is required by law to investigate.

12.11 When the complaint cannot be resolved in the meeting between the complainant, the principal or supervisor, and the unit member, the complaint must be reduced to writing by the complainant before any further action will be taken. The written complaint will be submitted to the Superintendent and/or designee. A copy of the complaint must be given to the unit member.

12.12 The Superintendent and/or designee will attempt to resolve the dispute in accordance with Governing Board Policies/Regulations and the Uniform Complaint Procedure.

12.13 No disciplinary action or negative evaluation may occur as a result of an unsubstantiated complaint.

12.14 When complaints of alleged discrimination and/or sexual harassment against a unit member occur or are reported by a unit member, the investigation shall assure the unit member's rights to due process.

12.15 When any meeting is held in conjunction with this complaint procedure prior to the end of a unit member's work day, he/she may request, and the District shall grant, utilization of the unit member's sick leave for the remainder of the day.

12.16 Materials in personnel files of unit members which may serve as a basis for affecting the status of their employment are to be made available for the inspection of the person involved. Such material is not to include ratings, reports, or records which (1) were obtained prior to the employment of the unit member, (2) were prepared by identifiable examination committee members, or (3) were obtained in connection with a promotional examination. Every unit member shall have the right to inspect such materials upon request, provided that the request is made at a time when such person is not actually required to render services to the employing District.

Information of a derogatory nature, except material specified in (1), (2) and (3) of the first paragraph of this section, shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon. A copy of the material will be given to the unit member within ten (10) days of its receipt or preparation. A unit member shall have the right to enter, and have attached to any such derogatory statement, his own comments thereon. Such review shall take place during normal business hours, and the unit member shall be released from duty for this purpose without salary reduction.

ARTICLE 13 - PROFESSIONAL RIGHTS & RESPONSIBILITIES

13.1 With respect to professional employment, the religious, political, and private life of any member of the bargaining unit shall not be grounds for evaluation and/or disciplinary action except as it may directly prevent him/her from performing his/her assigned duties.

13.2 In performing teaching functions, employees shall have freedom to express their opinions on all matters relevant to the course content, within the scope of the law, and consistent with Governing Board Policy in an objective and judicious manner. An employee, however, shall not utilize his/her position to attempt to influence students with his/her own personal, political, and/or religious views. If views expressed are controversial issues, then sufficient information shall be made available on all sides of the issue so that alternatives can be discussed and evaluated on a reasonable basis.

13.3 Unit members are employed, promoted, and/or retained without discrimination or harassment regarding their personal opinions or their scholarly, literary and/or artistic endeavors.

13.4 Listening, recording, television, or other monitoring devices shall not be used to violate unit members' rights.

13.5 Unit member shall be provided training and/or information on the subject of sexual harassment, including, among other things, recognizing sexual harassment, responding to harassment, documenting harassment, and legal rights. This information will be available on a yearly basis.

13.6 Unit members will be provided information on an annual basis regarding blood borne pathogens.

13.7 Unit members will be informed by the District of any student assigned to his/her class who, during the previous three years, engaged in criminal or disruptive conduct at school, while going to or coming from school or during a school sponsored activity as provided in Education Code 49079.

13.8 Unit members may suspend any pupil from his/her class for the date of the suspension and the following day for any of the acts enumerated in Education Code 48900. The teacher shall immediately report the suspension to the principal of the school and send the pupil to the principal or the principal's designee for appropriate action. As soon as possible, the teacher shall ask the parent or guardian of the pupil to attend a parent-teacher conference regarding the suspension. Whenever practicable, a school counselor or a school psychologist shall attend the conference. A school administrator shall attend the conference if the teacher or the parent or guardian so requests. The pupil shall not be returned to the class from which he or she was suspended, during

the period of the suspension, without the concurrence of the teacher of the class and the principal.

13.9 At the beginning of the school year unit members will be informed of, but not limited to the following procedures:

- Protocol for handling verbally or physically abusive students and/or parents.
- Protocol for fires, earthquakes, and other emergencies.
- Protocol for alleged or known weapons on campus.
- Protocol for intruders on campus.
- Protocol for handling injuries and related health emergencies.

13.10 No unit member shall be disciplined without just cause.

13.11 Guidelines for Lesson Plans

A. Teachers are responsible for developing lesson plans.
B. Lesson plans should be based on District standards and benchmarks.
C. Lesson plans based on standards are not possible in all content areas.
D. Lesson plans should be available to the principal whenever the principal visits a teacher's classroom.
E. It is the teacher's responsibility to provide emergency lesson plans.

Prior to any specific format being required for lesson plans, the District and VEA shall meet and negotiate the issue.

ARTICLE 14 – YEAR ROUND SCHOOLS

Deleted in its entirety.

ARTICLE 15 - READING RECOVERY

The parties have agreed to the following terms and conditions in implementing the Reading Recovery Program.

15.1 Data on student achievement for students in the Reading Recovery Program for VCUSD shall be distributed to all elementary schools.

15.2 The school site must articulate the implementation of the Reading Recovery Program in its site level plan. The inclusion of the Reading Recovery Program in a site level plan shall include the following information and processes.

15.2.1 An analysis of the cost of implementing the Reading Recovery Program. The analysis shall include salaries, supplies, release time, on-going training, overhead and any other resources (financial or human) used to sustain the program.

15.2.2 An analysis of the impact of the Reading Recovery Program as it relates to the total school site plan.

15.2.3 Review and consideration of local and national data on the success/failure rate of the Reading Recovery Program.

15.2.4 Inclusion of all stakeholders in the decision to implement the Reading Recovery Program.

15.3 In the event a school site decides to use the Reading Recovery Program, the site level plan shall state the position assigned to teach the Reading Recovery Program. A site may use a reading support teacher to implement the Program. The position of Reading Support teacher shall meet the following conditions:

15.3.1 The position may be full time or part time. The job announcement shall state the portion of an F.T.E. (percentage) assigned to the position. Teaching four (4) Reading Recovery students shall be considered equivalent to a half time position.

15.3.2 The position shall be filled in accordance with Transfer Article of the contract.

15.3.3 The specific qualifications and duties shall be listed on the job description and all job announcements.

15.3.4 The job announcement shall include language which supports the selection of a teacher who reflects the diversity of the students served by the Program.

15.4 No full time classroom teacher may be assigned to a Reading Recovery teaching position.

To facilitate implementation of this Agreement, the parties further agree to review current job duties of Instructional Associates (I.A.) and Support Teachers with the intention to match the designated percentage of the assignments to the actual percentage of duties performed.

ARTICLE 16 - SITE BASED EXCEPTIONS TO THE COLLECTIVE BARGAINING AGREEMENT

16.1 It is the objective of the Association and District to encourage initiative and innovation at the work site through site-based decision-making. To promote and achieve this objective, the parties recognize that proposals may be generated which conflict with the negotiated Agreement. In the event of such a conflict, an exception may be warranted. The following process is intended to provide the necessary flexibility for site-based decision-making and at the same time protect the integrity of the negotiated Agreement.

16.2 Any unit member(s) or administrator(s) with an idea shall first present the idea to all of the affected staff. The affected unit members shall select their representatives to a leadership group.

For the purposes of this section "affected staff" shall include all unit members who would be significantly affected by the proposal. This might include, for

example, an entire school staff, a department, a school team, grade level teams or other units of organization institutionalized at a given school. The affected staff shall be identified prior to presenting the proposal.

The leadership group drafting the proposal shall provide in writing to every affected staff member, the District, and VEA the timeline, including the dates on which the vote will take place, and process to be used in preparing and voting on the proposal. If the originally proposed voting dates are changed, written notice shall be provided to every affected staff member, the District and VEA at least seven (7) calendar days prior to the new voting dates.

While the proposal is being prepared, every attempt shall be made to inform the affected staff of the changes being considered and the rationale for the proposed changes. Adequate opportunity will be provided for input from the affected staff.

The proposal shall include a method and timeline for evaluating the changes after implementation.

The proposal shall state if it has a limited duration. If no duration is stated and the proposal receives the necessary affirmative vote, it shall remain in effect until a new proposal is drafted and approved through this process.

16.3 Upon completion of the final draft of the proposal and prior to a vote on the proposal, the following shall occur.

(1) At least five (5) working days prior to the vote on the proposal, a copy will be given to every affected staff member, the District, and VEA.

(2) After distribution of the proposal and at least one (1) day prior to the vote, a meeting shall be held to discuss the proposal.

16.4 Every member of the affected staff shall be given an opportunity to vote on the proposal. Such vote shall be by secret ballot. Voting shall occur on a minimum of three (3) consecutive work days. There shall be provisions for secured absentee ballots. All absentee ballots must be collected by the end of the first day of voting.

16.5 In order to be implemented, a proposal must receive at least 70% affirmative vote of the total affected staff members.

16.6 The final vote on a proposal must be held no later than May 1 for implementation in the following school year, or any changes to be made during the school year must be voted on at least sixty (60) calendar days prior to implementation.

16.7 The proposal shall not be considered final until it has been reviewed and accepted by the VEA and District for compliance with this article, the education code, law, budget restrictions, district policy and regulations, etc.

16.8 The proposal and the ballots from the vote shall be submitted to the VEA President or designee and to the VCUSD Superintendent or designee.

16.9 Specifically excluded from the provisions of this Article are the Transfer and Evaluation articles, as well as this article.

16.10 This process will be used even if agreement on the change has already been reached and implemented by staff teams unaware of any contract violation.

16.11 The process will be monitored by VEA and the VCUSD, and will be revised as necessary to ensure that the spirit of this section as well as the VCUSD/VEA Collective Bargaining Agreement are being honored.

ARTICLE 17 - PEER ASSISTANCE AND REVIEW (PAR) PROGRAM

The Vallejo Education Association (VEA) and the Vallejo City Unified School District (District) are continuously striving to provide the highest possible quality of education. In order for students to succeed in learning, teachers must succeed in teaching. Therefore, the parties agree to cooperate in the design, planning and implementation of programs to improve the quality of instruction through expanded and improved professional development and peer assistance.

I. General Provisions

A. Joint Training

VEA and the District agree to hold joint training sessions for all new managers and new VEA Reps. The designated spokespersons will plan and present the trainings. These trainings shall be held no later September 30 of each school year.

The training shall be mandatory for all new managers and new VEA site representatives, excluding Child Development and Adult Hourly teachers. If the mandatory trainings are held beyond the VEA site reps' regular work day or calendar, the VEA site reps shall be paid the individual's per diem rate calculated on an hourly basis as provided in Section 3.12.1 of the VEA/VCUSD Agreement. The cost of these trainings shall be paid from the PAR funds.

At the conclusion of the training, all individuals participating in the PAR training shall sign a statement stating that they are aware of and understand their responsibilities.

B. Site Manager Meetings

Three (3) principal meetings each year shall include a discussion of PAR. The first meeting shall be held prior to September 30 with the primary focus of the agenda the VEA/VCUSD PAR Agreement. Two (2) additional principal meetings shall include a PAR presentation on the agenda. The amount of time and topic(s) to be determined by "designated spokespersons" referenced below.

C. VEA Meetings

Three (3) VEA Rep. Council meetings each year shall include a discussion of PAR. The primary focus of the September Rep. Council meeting shall be the VEA/VCUSD PAR Agreement. Two (2) additional Rep. Council meetings shall include a PAR presentation on the agenda. The amount of time and topic(s) to be determined by the "designated spokespersons" referenced below.

D. Designated Spokespersons

VEA and the District shall each designate two (2) individuals to be responsible for answering questions regarding PAR and for planning and providing the above referenced trainings.

The spokespersons shall confer on a regular basis regarding questions and problems that have arisen.

E. Resolution of Problems and Concerns

1. In the event a problem/concern arises regarding PAR agreement, a VEA unit member or manager shall immediately contact one of the Designated Spokespersons. The Designated Spokesperson shall confer with his/her counterpart (VEA/District). The Designated Spokesperson shall make a personal contact (via phone or in person) with the individual(s) involved. In the event the problem/concern is not resolved, the Designated Spokespersons shall send a joint written description of the problem/concern and the necessary correction to the individual(s) who are allegedly not complying with the Agreement. Copies of the memo shall also be sent to the VEA President, Superintendent, Assistant Superintendent, Human Resource Services and Designated Spokespersons.

2. Within five (5) working days from receipt of the written notice of the problem/concern, the involved manager(s), involved VEA unit member(s) and the Designated Spokesperson shall meet to develop a mutually acceptable plan to resolve the problem/concern. The parties shall review all of the written documentation, the timeline and the language of the PAR

Agreement. The VEA President and Superintendent may attend the meeting.

3. In the event the problem/concern is not resolved, VEA/District shall give written notification to the Joint Committee, the Designated Spokespersons and the Superintendent/VEA that the problem/concern has been moved to arbitration. On the day the written notification is delivered to the VEA office/Superintendent's office all activities supported by PAR shall be suspended. The suspension of activities shall continue until the arbitrator's decision is implemented. All PAR programs, workshops, etc. scheduled beyond the regular workday cannot be re-scheduled during the workday. The work and stipends of Referred Participating Teachers and their Consulting Teachers shall continue. VEA unit member work fully or partially funded by PAR funds and performed during the regular work day shall continue.

The date of the arbitration hearing shall be the first available date the selected arbitrator is available. The arbitration, except for the appeal to arbitration, and the payment of the arbitrator's fees shall be in accordance with Section 19.2.3 of the VEA/VCUSD Agreement. The arbitrator's fees shall be paid in the following manner: one-half (1/2) from PAR funds, one fourth (1/4) by VEA and one fourth (1/4) by the District.

F. The Designated Spokespersons shall provide reports to the VCUSD Governing Board in October, January and May of each year regarding the implementation of the PAR Agreement.

II. Joint Committee

The Joint Committee serves as the body with authority to implement and oversee the Peer Assistance and Review Program and the three (3) days provided in the Instructional Time and Staff Development Reform Act (commencing with Ed. Code Section 44579). These programs shall be designed, planned and implemented so as to be consistent with the terms of the VEA/VCUSD Agreement.

A. The Joint Committee shall consist of five (5) members selected by VEA and three (3) members selected by the District. In addition, the VEA and District shall each appoint one (1) alternate who will attend all of the meetings, etc. as a non-voting member. In the absence of a VEA/District Joint Committee member, the VEA/District alternate shall vote.

The Joint Committee shall select a chairperson from the members of the Joint Committee.

Terms of the Joint Committee members shall be from July 1 through June 30. Appointments to the Joint Committee shall be for two (2) year terms except the first terms for the VEA Joint Committee members shall be three (3) two year terms and two (2) three year terms and the terms for the District Joint Committee members shall be two (2) two year terms and one (1) three year term.

In the event a Joint Committee member resigns from the Joint Committee or leaves the employment of the District, a replacement shall be selected within thirty (30) days by the respective body (VEA/District).

VEA unit members appointed to the Joint Committee shall receive an annual stipend of four thousand dollars ($4000).

B. The Joint Committee shall determine its own meeting schedule within the following parameters.

1. The Joint Committee shall meet at least three (3) times per year.
2. To meet, two-thirds of the members of the Joint Committee must be present.
3. Meetings and/or trainings shall take place during the regular teacher workday. If the VEA unit member(s) on the Joint Committee are required to attend meetings and/or training sessions beyond the teacher workday, the teacher(s) shall be compensated at his/her pro rata hourly rate of pay to a maximum of twenty (20) hours per year.

C. Responsibilities

The Joint Committee shall adhere to and comply with all of the rules, regulations and guidelines of the PAR law provided by the State as well as assume the following District responsibilities.

1. Budget
   a. Develop program and budget and submit to Board of Education for approval.
   b. Oversee and recommend to Board of Education all expenditures utilizing PAR funds.
   c. Ensure expenditures do not exceed PAR funds.

2. Select Consulting Teachers.

3. Training
   a. Joint Committee members and Consulting Teachers shall participate in an annual training/review covering their duties and responsibilities.

b. Annually publish a "menu" of training that will be provided to unit members utilizing PAR funding.
c. Annually survey classroom teachers to help provide information concerning their staff development/support needs utilizing PAR funding.
d. Explore and research training that is currently being offered, may be available or is needed.
e. Design and plan training for the three (3) days provided in the Instructional Time and Staff Development Reform Act (commencing with Ed. Code Section 44579).

[When developing and planning staff development activities, the Joint Committee shall take into consideration (not in order of importance) student needs, teacher needs, district goals, site needs and Professional Development Steering Committee areas of focus.]

4. Communication
   a. Present an annual report to the school district Governing Board regarding the PAR program. This report should include, but not be limited to, number of participants, training provided and budget expenditures.
   b. Issue a bi-annual report to the district staff regarding the implementation and progress of the PAR program.
   c. Meet on a regular basis with the "Designated Individuals" representing the District and VEA in order to maintain open lines of comrnunication.

5. Provide written notification to each Referred Participating Teacher, Consulting Teacher and site principal of participation in the PAR program.

6. Using the documentation submitted by the Consulting Teacher, make a report to the VCUSD Governing Board regarding each Referred Participating Teacher's participation in the PAR program including the names of individuals, who after sustained assistance, are not able to demonstrate satisfactory improvement.

7. Annually evaluate the PAR program and make recommendations to VEA and District. At a minimum the evaluation shall include written surveys of all Consulting Teachers and Participating Teachers.

III. Consulting Teachers

A Consulting Teacher is a teacher who provides assistance to a Participating Teacher pursuant to the PAR program.

A. The qualifications for the Consulting Teacher shall be as follows:

1. A credentialed classroom teacher with permanent status.
2. At least three (3) years of successful teaching experience in the District. Such teaching experience shall be within the four (4) years immediately preceding being appointed as a Consulting Teacher.
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 students in different contexts.
4. Strong interpersonal skills.
5. Demonstrated ability to work cooperatively and effectively with colleagues.
6. Demonstrated ability in written and oral communications.
7. Understanding of the VEA/VCUSD Agreement.

B. The duties of the Consulting Teachers shall include the following:

1. Attend the Consulting Teacher training(s), workshop(s) and meeting(s).
2. Meet with the Referred Participating Teacher 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.
3. Assist Referred Participating Teachers by demonstrating, observing, coaching, conferencing, referring or by other activities, which, in their professional judgment, will assist the Participating Teacher.
4. Conduct a minimum of five (5) observations of the Referred Participating Teacher during classroom instruction, and provide specific, immediate feedback, after each observation.
5. Document all observations, visitations, meetings and support given to each Referred Participating Teacher.
6. Monitor the progress of the Referred Participating Teacher and shall submit to and discuss with the Referred Participating Teacher periodic written reports using the Referred Participating Teacher Status Report (Attachment A).
7. Prepare a final report and submit to and discuss with the Referred Participating Teacher before it is given to the Joint Committee. The Referred Participating Teacher shall sign the report. The Referred Participating Teacher's signature shall not be construed to mean agreement with the report (Attachment B).
8. The Consulting Teacher shall submit the final report to the Joint Committee no later than sixty (60) calendar days prior to the last work day of the Referred Participating Teacher.

9. Provide support and assistance for Volunteer Participating Teachers as defined in the Volunteer Participating Teacher's professional development plan.

C. A Consulting Teacher shall not be assigned more than one (1) Referred Participating Teacher or more than one (1) Volunteer Participating Teacher.

D. The term for a consulting teacher shall not be longer than three (3) consecutive school years.

E. A teacher may not be appointed to an administrative position in the District during his/her term as a Consulting Teacher.

F. Consulting Teachers shall be provided release time to complete the duties listed above. If a Consulting Teacher is required to attend training(s) and/or meeting(s) beyond the regular work day/year, he/she shall be paid his/her per diem salary.

G. In addition to their annual salary, Consulting Teachers shall be paid four thousand dollars ($4000) for working with a Referred Participating Teacher and two thousand ($2000) for working with a Volunteer Participating Teacher. Unit members who are selected as Consulting Teachers shall be paid five hundred dollars ($500) for each year they are designated as a Consulting Teacher, but are not working with a Referred Participating Teacher or a Volunteer Participating Teacher. In the event a Consulting Teacher is later selected to work with a Referred/Voluntary Participating Teacher, the five hundred dollar ($500) stipend shall be applied towards the $4000/$2000 stipend.

H. In the event a Consulting Teacher works less than a full school year with a Referred/Volunteer Participating Teacher, the Consulting Teacher's stipend shall be prorated to the portion of the year he/she worked.

IV. Consulting Teacher Application Process

A. On an annual basis the Joint Committee shall determine the number of Consulting Teachers needed to implement the PAR Program. In determining the number of Consulting Teachers to be available, the Joint Committee shall consider the following:

1) Projected number of Referred Participating Teachers.
2) Projected number of Volunteer Participating Teachers.
3) Consulting Teachers from various grade levels and subject areas.

B. When the Joint Committee recognizes the need for Consulting Teachers, it shall notify all VEA unit members of the application process and application timeline for Consulting Teachers.

C. VEA unit members may submit a completed application form (Appendix C) no later than March 31 during the annual application process or by the deadline established by the Joint Committee for the additional selection process.

In addition to the Consulting Teacher application form, each applicant shall submit three (3) references from individuals with specific knowledge of his/her expertise in the areas listed in Section II.A above. The references shall be from:

1) A certificated administrator with current, direct knowledge of the applicant's qualifications.
2) An Association representative.
3) A classroom teacher from the applicant's school site.

All applications and references shall be treated with confidentiality.

D. The Joint Committee will select candidates who meet the basic qualifications for the following interview process.

1) A classroom observation of the candidate by two (2) members [one (1) VEA and one (1) District Representative] of the Joint Committee. The classroom observation shall be no less than forty-five (45) minutes in length and scheduled at a time to allow the candidate the opportunity to demonstrate his/her use of communication skills, subject matter knowledge and mastery of a range of teaching strategies necessary to meet the needs of students in different contexts.
2) An interview with the Joint Committee.
3) A written statement as determined by the Joint Committee.

E. Consulting Teachers shall be selected by a majority vote of the Joint Committee after candidates have completed the interview process. All candidates will be notified in writing of their selection as a Consulting Teacher or their non-selection.

Upon the request of the candidate, the chair or his/her designee of the Joint Committee shall discuss the reasons for non-acceptance with the candidate.

F. Referred and Volunteer Participating Teachers shall select their Consulting Teacher from a list provided by the Joint Committee.

V. Referred Participating Teachers

A. A Referred Participating Teacher is a teacher with permanent status who receives assistance to improve his/her instructional skills, classroom management, knowledge of subject and /or related aspects of his/her teaching performance as a result of an unsatisfactory final evaluation as defined in Article 11 of the VEA/VCUSD Agreement.

B. The Referred Participating Teacher shall select his/her Consulting Teacher from the panel of Consulting Teachers provided by the Joint Committee. A different Consulting Teacher may be selected to work with the Referred Participating Teacher at any time during the process when requested to do so by the Referred Participating Teacher or the Consulting Teacher.

In the event of a change in the Consulting Teacher assigned to a Referred Participating Teacher, the Consulting Teacher shall prepare a summary report for the new Consulting Teacher.

C. Participation in or the results of the PAR Program shall not deny the Referred Participating Teacher any of his/her contractual rights including due process and just cause.

The Referred Participating Teacher has the right to be represented throughout these procedures by the Association Representative of his/her choice.

D. The Consulting Teacher, the Referred Participating Teacher and the school site principal shall discuss the issues included in the Referred Participating Teacher's final evaluation from the previous year.

E. A copy of the Consulting Teacher's report shall be submitted to and discussed with the Referred Participating Teacher to receive his/her input and signature before it is submitted to the Joint Committee. The Referred Participating Teacher signing of the report does not necessarily mean agreement, but rather that he/she has received a copy of the report.

The Referred Participating Teacher shall have the right to submit a written response, within twenty (20) days from receipt of the written report from his/her Consulting Teacher, 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/her choice.

F. The results of the Referred Participating Teacher's participation in the PAR Program shall be made available for placement in his/her personnel file and may be used in the evaluation of the Referred Participating Teacher.

VI. Volunteer Participating Teachers

A Volunteer Participating Teacher is a teacher with permanent status who volunteers to participate in the PAR program. The purpose of the participation in the PAR Program for the Volunteer Participating Teacher is self improvement with peer support and assistance. The Consulting Teacher shall not participate in a performance review of the Volunteer Participating Teacher.

A. The Volunteer Participating Teacher shall submit a professional development plan to the Joint Committee no later than June 1, or as otherwise determined and announced by the Joint Committee, for implementation in the following school year.
   1. The professional development plan shall include specific goals related to instructional skills, classroom management, knowledge of subject and/or related aspects of his/her teaching performance.
   2. The professional development plan shall include classroom observations, coaching, and/or conferencing conducted by a Consulting Teacher.
   3. The professional development plan may include any of the following:
      a) Volunteer Participating Teacher observation of the Consulting Teacher.
      b) Attendance at workshops, conferences, etc. related to the identified professional development goals.
      c) Other resources or activities which support the identified professional development goals.

B. The Volunteer Participating Teacher may terminate his/her participation in the PAR program at any time. If the Volunteer Participating Teacher terminates his/her participation in the PAR program prior to completion of his/her professional development plan, the stipend provided in Section F shall be paid to the teacher based upon the extent to which the plan was successfully completed as determined by the Joint Committee.

C. After the Joint Committee approves the professional development plan submitted, the Volunteer Participating Teacher shall select his/her Consulting Teacher from the panel of Consulting Teachers provided by the Joint Committee. A different Consulting Teacher may be selected to work with the Volunteer Participating Teacher at any time during the process when requested to do so by the Volunteer Participating Teacher or the Consulting Teacher.

D. All communication between the Consulting Teacher and a Volunteer Participating Teacher shall be confidential and, without the consent of the Volunteer Participating Teacher, shall not be shared with others, including the site principal or the Joint Committee.

E. The Volunteer Participating Teacher has the right to be represented throughout these procedures by the Association Representative of his/her choice.

F. Volunteer Participating Teachers shall be paid a stipend not greater than two thousand dollars ($2000) as determined by the Joint Committee. The amount of the stipend shall be based on the approved professional development plan and shall be paid to the teacher upon successful completion of the professional development plan as determined by the Joint Committee.

VII. Miscellaneous Provisions

A. All proceedings and materials related to evaluations, reports and other personnel matters shall be strictly confidential. Therefore, Joint Committee members and Consulting Teachers may disclose such information only as necessary to administer this Article.

B. Unit members who perform functions as Consulting Teachers or as Joint Committee members under this article shall have the same protection from liability and access to appropriate defense as other public school employees pursuant to Division 3.6 (commencing with section 810) of Title 1 of the California Government Code.

C. Functions performed pursuant to this Article by VEA unit members shall not constitute either management or supervisory functions. The VEA members of the Joint Committee and Consulting Teachers shall continue all rights of VEA unit members.

D. All of the PAR funds shall be placed in a separate district account, program code 01-7271-0-0000-0000-8590-1001-00-03.

E. VEA shall receive a quarterly report on the amount of money in program code 01-7271-0-0000-0000-8590-1001-00-03.

ARTICLE 18 - ORGANIZATIONAL SECURITY

18.1 Any unit member who is a member of the Vallejo Education Association, CTA/NEA, or who has applied for membership, may sign and deliver to the

District an assignment authorizing deduction of unified membership dues, initiation fees and general assessments in the Association. Pursuant to such authorization the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the unit members each month for ten (10) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.

18.2 Upon commencement of assigned duties within the bargaining unit, a unit member shall become a member of the Association or pay to the Association a fee in an amount equal to unified membership dues, initiation fees and general assessments. The dues/fees shall be payable to the Association in one lump sum cash payment in the same manner as required for the payment of membership dues, provided, however, that the unit member may authorize payroll deduction for such fee in the same manner as provided in section 18.1 of this Article. In the event that a unit member shall not pay such fee directly to the Association, or authorize payment through payroll deduction as provided in section 18.1, the District shall begin automatic payroll deduction with the unit member's first pay warrant as provided in Education Code Section 45061 and in the same manner as set forth in section 18.1 of this Article. There shall be no charge to the Association for such mandatory agency fee deductions.

18.3 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 the Vallejo Education Association, CTA/NEA as a condition of employment; except that such unit member shall pay, in lieu of a service fee, sums equal to such service fee to: (1) VEA Scholarship Fund, (2) United Way, (3) Foundation to Assist California Teachers. Such payment shall be made on or before October 1 of each school year.

18.4 Proof of payment and a written statement of objection along with verifiable evidence of membership in a religious body whose traditional tenets or teachings object to joining or financially supporting employee organizations, pursuant to section 18.3 above, shall be made on an annual basis to the Association and District as a condition of continued exemption from the provisions of sections 18.2 and 18.3 above. Proof of payment shall be in the form of receipts and/or cancelled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. Such proof shall be presented on or before October 1 of each school year.

18.5 With respect to all sums deducted by the District pursuant to sections 18.1 and 18.2 above, whether for membership dues or agency fee, the District agrees promptly to remit such monies to the Association accompanied by an alphabetical list of unit member for whom such deductions have been made.

18.6 The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article. The Association shall indemnify and hold the District harmless from any and all claims, demands, or suits or any other action arising from this Article including reasonable attorney's fees for District legal counsel. The Association shall have the exclusive right to demand and determine which matters shall or shall not be compromised, resisted, defended, tried, or appealed.

ARTICLE 19 - GRIEVANCE PROCEDURE (All unit members)

19.1 Definitions - A "grievance" is a formal written allegation by a grievant that he/she has been adversely affected by the interpretation, application or violation of this agreement. A "grievant" is any member of the unit covered by the terms of this agreement and the Association. A "day" is any day in which the grievant is required to work. Nothing contained herein shall be construed as prohibiting the grievant from requesting assistance from the Association or other representative in processing a grievance. The "manager" is the lowest level administrator having line supervisory authority over the grievant and who has been designated to adjust grievances.

19.2 Informal Level - Before filing a formal, written grievance, the grievant will discuss the alleged grievance with grievant's immediate manager. Every effort will be made in one or more of these informal meetings to solve the problem at the point of origin. If the problem is still not resolved to the satisfaction of the grievant, then that grievant may institute the following formal procedures.

19.2.1 Level I - Within twenty (20) days after grievant knew or should have known of the occurrence upon which the grievance is based, the grievant shall present the grievance in writing on a form mutually agreed upon provided by the District to the appropriate manager. Grievance forms shall be available at all work sites. The statement shall be a clear, concise statement of the circumstances giving rise to the grievance, the date of the occurrence, citation of the specific Article, section and paragraph of this agreement that is alleged to have been violated, the decision rendered at the end of the informal conference, and the specific remedy sought. The statement shall be signed and dated by the grievant. Either party may request a conference to discuss the written grievance. The manager shall communicate his/her decision to the grievant in writing within ten (10) days after receiving the grievance. By mutual agreement between the Association and Superintendent Designee a grievance may be initiated at Level II when resolution of the grievance would be beyond the control of the Level I manager.

19.2.2 Level II - If the grievant is not satisfied with the response at Level I or if no response is made within the time provided, the grievant may within ten (10) days appeal in writing on the form provided to the

Superintendent/Designee. If the grievant is the Association, the District may require the attendance of the individual unit member(s) involved in the Level II conference. The appeal shall contain a clear, concise statement of the reasons for the appeal. The copy of the appeal and any accompanying statements shall be forwarded by the appellant to the other party to the grievance. The Superintendent, or his/her designated representative, shall confer with the grievant within ten (10) days. Parties shall make full disclosure of all known facts regarding the grievance at this meeting. The Superintendent, or his/her designated representative, shall communicate a decision to the manager and the grievant in writing within fifteen (15) days following the completion of the conference.

19.2.3 Level III - Should the grievant and/or the Association not accept the Level II decision, or if no decision is rendered within the time provided in Section 19.2.2, the Association may submit the grievance to binding arbitration. The submission by the Association must be made within twenty (20) days after service of the Level II decision or within twenty (20) days of the date such decision was due, if no decision was rendered. Only the Association may submit grievances of a unit member to arbitration.

19.2.3.1 Arbitration – By September 30 of each year, VEA and the District shall agree on a panel of five (5) arbitrators for October 1 through September 30 of the current year.

(a) VEA and the District shall each submit a list of five (5) arbitrators for inclusion on the panel.
(b) On a rotation basis determined by lot, first VEA or the District shall strike a name from the submitted lists, followed by the other party. Alternating, each party shall strike a name from the submitted lists until five (5) names remain.

If the Association refers the matter to arbitration, the parties shall meet and select an arbitrator from the panel of arbitrators selected for the current year. On a rotation basis determined by lot, first VEA or the District shall strike a name from the arbitration panel, followed by the other party. The striking of names from the panel shall continue on an alternating basis until one (1) arbitrator remains. VEA and the District shall jointly contact the arbitrator selected to arbitrate the matter.

By mutual agreement the parties may elect to submit the grievance to be expedited under the Rules of the American Arbitration Association for expedited arbitration.

The person so named shall become the arbitrator. The fees and the expenses of the arbitrator and hearing shall be borne equally

by the Board and the grievant. All other expenses shall be borne by the party unilaterally incurring them. The powers of the arbitrator shall be limited to the interpretation and application of the terms of this agreement. The arbitrator shall have no power to make an award which would add to, subtract from, modify, amend or delete any provision of this agreement. The arbitrator shall have no power to make an award which would alter conditions existing prior to or after the expiration of this agreement, nor shall he/she recommend a money award for more than the individual grievant would otherwise be entitled. The arbitrator shall, as soon as possible, hear evidence and render a decision to the parties on the issues submitted to him/her. The arbitrator shall determine the issue by referring to the written grievance and the answers thereto at each step plus any appropriate testimony or evidence submitted by the parties. Neither party may rely upon any grounds or evidence not previously disclosed to the other at Level II, except that information which becomes known after close of Level II may be used in the hearing provided it is disclosed to the other party not less than six (6) calendar days prior to the hearing. After the hearing, and receipt of final submissions, the arbitrator shall submit, in writing, his/her decision which shall be binding on both parties.

19.2.3.2 Miscellaneous - All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants. Time limits provided in this article may be extended by mutual agreement when signed by both parties. Nothing contained herein shall be construed as authorizing the Association to participate in the grievance brought by a unit member except at the grievant's request, except that the District shall not agree to a resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given an opportunity to file a response.

Grievances not appealed within the time limits provided shall be considered withdrawn and may not be reinstated in whole or in part at a later date.

Grievances involving the same issue may be consolidated upon reaching Level II at the request of the parties.

ARTICLE 20 - FULL RETIREMENT CREDIT FOR TEACHING SERVICES (Unit members excluding non-tenured adult hourly certificated)

20.1 Unit members, at their own option, may elect to reduce their workload from full-time to part-time duties and receive full credit toward retirement under the following conditions:

20.1.1 The unit member must have reached age 55 before the beginning of the school year in which part-time work starts.

20.1.2 The unit member must be certificated and a full-time employee of the Board for at least ten years, having been in a full-time position for the five years immediately preceding part-time employment.

20.1.3 Minimum part-time employment shall be equal to one-half of the umber of days his Notice of Employment required of him during his final year in a full-time position.

20.1.4 A unit member may not participate after age 65. Under this program unit members reaching age 65 during the school year may continue through the year.

20.1.5 The STRS member and the employing District must submit contributions based on the amount employee would have earned working on a full-time basis.

20.1.6 The part-time status must be based on a full school year with the minimum compensation paid or time worked equal to no less than one-half time. The employee will be paid on a monthly basis for 12 months.

20.1.7 The unit member shall receive health and welfare benefits in the same manner as a full-time unit member as provided in this agreement.

20.2 Implementation

20.2.1 The unit member who qualified under the above conditions must submit a request for inclusion in the program on forms provided by the Personnel Office no later than May 15.

20.2.2 Assignment of part-time unit members shall be made at the convenience of the District and in the best interest of the students. Elementary teachers may expect assignments of one full semester. Secondary teachers may expect full assignments of one semester or part-time assignments in each of two semesters. Adult school teachers may expect full assignments of two trimesters or part-time assignments in each of three trimesters.

20.2.3 The contract executed between the District and the unit member participating in this program shall be for a period of five years or to age 65, whichever comes first. This contract can be revoked only with the mutual consent of the Board and the unit member.

ARTICLE 21 - CONSULTATION (All unit members)

The Board will comply with Section 3543.2 of the Rodda Act dealing with consultative rights of an exclusive bargaining agent. The Association will be given reasonable advance notice of proposed changes in items covered by the enumerated section of

the law dealing with consultation and, when appropriate, the opportunity to name a delegate or delegates to a District committee considering such item.

ARTICLE 22 - EFFECT OF AGREEMENT (All unit members)

22.1 All conditions of employment within the scope of mandatory bargaining under Government Code 3540 et seq. in effect in the District prior to and at the time this Agreement was signed are null and void. This agreement terminates and supersedes all past practices, agreements, procedures, traditions and rules or regulations concerning matters covered herein.

22.2. The parties agree that during the negotiations which culminated in the Agreement each party enjoyed and exercised without constraint, coercion, intimidation or other limitation, the right and opportunity to make demands or proposals and counter-proposals and that understandings and agreements arrived at after the exercise of that right and opportunity are set forth herein.

22.3 The parties agree therefore that the other shall not be obligated to meet and negotiate with the respect to any subject or matter, whether referred to herein or not, even though such subject or matter may not have been in the contemplation or knowledge of either at the time they negotiated or signed this Agreement.

22.4 Should any Article, Section or Clause of this Agreement be declared illegal by court of competent jurisdiction, said Article, Section or Clause shall be automatically deleted from this Agreement to the extent it violated the law. The remaining Articles, Sections, and Clauses shall remain in full force and effect for the duration of this Agreement if not affected by the deleted Article, Section or Clause.

22.5 In the event of invalidation of any Section of this Agreement, the parties agree to meet and negotiate within thirty (30) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such Section.

Article 23 - UNIT JOB DESCRIPTIONS

The duties for the following positions are as outlined in the job descriptions.

Middle School Instructional Associate for Drug Free Schools MOU 3/30/00

Digital High Schools MOU 7/12/01
Job Description: Information Technology Teacher-Coordinator
Job Description: Information Technology Support Teacher

II/USP Instructional Associate for Hogan High School

Literacy Coaches

Link Crew Coordinator @ Hogan High School

High School Opportunity Program Teacher

Teacher on Special Assignment in Technical and Information Services

Nurses

Vallejo City Unified School District

JOB DESCRIPTION

TITLE: MIDDLE SCHOOL INSTRUCTIONAL ASSOCIATE FOR DRUG FREE SCHOOLS

DIRECT RESPONSIBILITY: Under the general direction of the Director of Middle Schools/Strategic Planning. Middle School Instructional Associate will provide the day to day operation of the PRIME (Prevention Through Research based Instruction for Middle School program Effectiveness), TIME Project strategies listed below. PRIME TIME is a three-year grant project, funded by the U.S. Department of Education Safe and Drug-Free Schools Program.

TYPICAL DUTIES:

- Provide research-based teacher training, followed by in-class coaching, monitoring progress, facilitate idea exchanges, training sessions, and peer-partner arrangements. * Selected curricula are: Botvin's Life Skills Training, Resolving Conflict Creatively, and Aggressors, Victims and Bystanders-Thinking and Acting to Prevent Violence. *E*

- Work with a site staff committee to re-write and/or refine their Safe Schools Plan, focusing on site data and research-based strategies to carry out an annual comprehensive safety/security site analysis. *E*

- Recruit parents to become a part of each sites' Safe School Team. *E*

- Launch a Safe & Drug-Free Schools information and internal coordination campaign for teachers and staff.

- Work with Fighting Back Partnership to jointly train a cadre of teachers in the following parenting workshops: Families & Schools Together for Middle School Parents; Parent Anonymous; and Strengthening Families. Have cadre teachers conduct parenting workshops, and recruit parents for training sessions. *E*

- Serve as a community liaison with grant partners by working with Fighting Back Partnership and attending CASA (Community against Substance Abuse) Civic Task Force meetings. *E*

- Other duties as assigned.

QUALIFICATIONS

- Recommended experience as a Support Team member.
- Recommended background in community development.
- Recommended background in drug, alcohol, tobacco and other addictive substances abuse prevention.
- Recommended background in refusal skills for adolescents.

*Subject to negotiations on PAR

APPROVED 3/1/00

VALLEJO CITY UNIFIED SCHOOL DISTRICT

JOB DESCRIPTION

TITLE: Information Technology Teacher-Coordinator for Digital High School Grant

DEFINITION: The information Technology Project Teacher-Coordinator will function as the primary Teacher –Coordinator of the High School Digital Grant proposal.

TYPICAL DUTIES:

- Provide training and one on one assistant of teachers in the use of technology. *E*
- Troubleshoot technology problems. *E*
- Represent the school on the District technology committee. *E*
- Review and order software and hardware. *E*
- Maintain the Digital High School budget. *E*
- Proctor the Computer Lab during the regular day. *E*

QUALIFICATIONS:

- Experience in supporting teachers
- 3 years teaching experience

KNOWLEDGE:

- Knowledgeable with all components of the Digital High School Grant and all the philosophy of the integration that the proposal implies.
- Knowledgeable about curriculum support resources.
- Knowledgeable about emerging technologies.

ABILITY:

- Work in coordination with the Principal, Library Media Specialist, Site Digital High School Leadership Committee, and interested groups from school site, business, higher education, and the general community.

RESPONSIBILITIES:

- The Information Technology Teacher-Coordinator is responsible for the coordination of the Digital High School communication with Back-to-School Night, SIP Council, Information Technology Support Teacher, faculty meetings, a monthly Digital High School newsletter, the Parent Network meeting, the monthly Focus Staff Development sessions, and the Digital High School Leadership Committee.
- The Information Technology Teacher-Coordinator will evaluate and analyze the data collected, and will write and present reports on the findings.
- Responsible for daily implementation decisions with the principal.
- Coordinate the Information Technology Support Teachers.

EDUCATION:

- Valid California Secondary or Single Subject Teaching Credential in the appropriate subject area.
- Completion of the California Computer Education requirement and/or proven experience with technology integration.

E= Essential duties as required by the American with Disabilities Act

Adopted:

VALLEJO CITY UNIFIED SCHOOL DISTRICT

JOB DESCRIPTION

TITLE: **Information Technology Support Teacher** for Vallejo High School Digital High School Grant

DEFINITION: The Information Technology Support Teacher will function under the coordination of the Information Technology Teacher-Coordinator. The Information Technology Support Teacher will function in a single curricular department and in coordination with the Information Technology Teacher-Coordinator.

TYPICAL DUTIES:

- Prepare a minimum of two new technology lesson plans per year for their academic subject area. *E*
- Model Technology integration lessons in their own classrooms. *E*
- Gather academic content URL's for their academic subject area; coordinate URL's gathered by other department members. *E*
- Establish department and teacher web sites with the Information Technology specialist after consultant with the department chairperson. *E*
- Find appropriate listserv information for their academic subject area. *E*
- Assist/lead monthly focus group meeting for their academic subject area. *E*
- Assist in configuration, ordering, and placement of software and hardware. *E*
- Proctor computer lab two afternoons per month (3:00 – 5:00PM) *E*
- Create and administer staff development surveys. *E*
- Collect and analyze department data. *E*
- Participate/lead technology summer institutes held in August. *E*
- Be "user anxiety" sensitive

QUALIFICATIONS:
- Experience in supporting teachers
- 3 years teaching experience

KNOWLEDGE:
- Knowledgeable about curriculum support resources
- Knowledgeable about emerging technologies

EDUCATION:
- Valid California Secondary or Single Subject Teaching Credential in the appropriate subject area.
- Completion of the California Computer Education /requirement and/or proven experience with technology integration.

*Any work performed during the regular duty day shall be at the discretion of the unit member.

E= Essential duties as required by the American with Disabilities Act

ADOPTED: 9/20/00

INSTRUCTIONAL ASSOCIATE

DIRECT RESPONSIBILITY - Under the supervision of the principal.

MAJOR DUTIES AND RESPONSIBILITIES - The Instructional Associate will:

1. Use the resources of district and school site personnel and of parents and community members to assist the principal in the development, implementation, dissemination and evaluation of a school level plan, which incorporates and extends/expands upon district instructional improvement (e.g.,Vision 2020 Plan, curriculum improvement, instructional support, etc.) and which considers the strengths and needs of the student population at that particular school site.

    a. Assist the Principal by using effective planning strategies and student performance data in developing a school level plan which addresses district instructional improvement directions and which extends/expands on these directions in behalf of the particular students at that school.

    b. Assist the principal in implementation designated components of the school level plan (e.g., staff development, curriculum, development and implementation, parent education, etc.).

    c. Assist the principal in ensuring the implementation of activities contained in the school level plan (e.g., development of a school activity calendar, designation of program monitors, organization of monitoring process, etc.).

    d. Assist the support teachers and aides in providing to project students appropriate direct services as described in the school level plan.

    e. Assist the principal in disseminating information about the plan to district and school staff, parents, and community members.

    f. Assist the principal in evaluating the effectiveness of the school level plan.

    g. Provide direct services to students as appropriate.

    h. Act as a resource to teachers by providing additional research-based strategies and materials for use in the classroom with low-achieving students.

    i. Assist with communication between school and home in areas such as progress in reading, motivation, and homework.

2. Maximize the impact of district instructional improvement directions on identified students through direct and active involvement with these processes (e.g., curriculum development, curriculum implementation, parent involvement and education, etc.).

3. Keep abreast of Federal, State and District regulations, guidelines and procedures in order to assist the principal in applying them in the implementation of all job responsibilities.

QUALIFICATIONS

- Recommended experience as support team member.
- Recommended experience in writing projects.
- Recommended background/experience in computer education.
- Experience in Title I or other project schools.
- Experience in instructional supervision/support activities.
- Appropriate elementary teaching credential.

VALLEJO CITY UNIFIED SCHOOL DISTRICT
Human Resource Services
211 Valle Vista Avenue, Vallejo, CA

JOB DESCRIPTION

Title:	Teacher-on-Special Assignment – Technology and Information Services	Reports To:	Director of Technology and Information Services
Department:	Technology and Information Services	Classification:	Teacher
FLSA:	Non-exempt	Work Year:	183 Days Per Year
Board Approval:		Salary	Placement on Teacher Salary Schedule

DEFINITION

Under the supervision of the Assistant Superintendent Educational Services, and the Director of Technology and Information Services, the Teacher on Special Assignment will assist in developing, planning and facilitating District educational technology instructional plan and programs. Provide workshops, demonstration lessons, and individual coaching sessions that support District content standards. Works with District administration staff, Mentors, teachers and parents to support the delivery of quality programs.

TYPICAL DUTIES

- Assists with supervision and implementation of District educational technology programs to ensure total program compliance.
- Prepares handbooks which describe District educational technology programs.
- Provides training, coaching and assistance to teachers and site administrators in the use of technology for classroom instruction, the alignment of technology with the District curriculum and state standards and frameworks.
- The use of technology in reading, writing, mathematics and content area instruction.
- Coordinates activities, including calendars, timelines and meetings.
- Write technology grants for technology in the classroom.
- Participates in local, state and regional training programs/meetings.
- Coordinates teacher and other staff development and training activities to meet program requirements that will improve student achievement.
- Collaborates with necessary colleges/universities to facilitate programs for teachers.
- Writes reports and prepares written documentation as part of program planning and evaluation.
- Collects and organizes data as part of program planning and evaluation.
- Communicates with teachers and site administrators regarding the implementation of District educational technology programs.
- Attends special training for all site teachers and site administrators including appropriate academies.
- Facilitates on-going communication among District staff.

- Works with other members of the Educational Services Staff, Technology and Information Services, principals and teachers to assess needs and provide site-specific staff development.
- Supports and assists in collecting, maintaining and analyzing longitudinal data on student achievement.
- Other duties as required.
- This position does not require evaluation of staff as a part of the job duties.

QUALIFICATIONS

Knowledge

- Effective teaching strategies.
- Principles of learning.
- Classroom and computer laboratory management.
- Higher order thinking skills.
- Basic understanding of assessment strategies.
- Education Technology.
- Peer coaching and collaboration strategies.

Ability to:

- Maintain good human relationships.
- Develop, organize and administer programs.
- Coordinate and provide in-service activities and training in the use of educational technology.
- Speak read, and write another language is desirable.

Experience

- Successful teaching experience.

Education

- Must possess a California Teaching Credential.

Licenses

- A valid California Drivers' License and the use of an automobile.

WORK CONDITIONS

- Office and school environments.
- Driving between central office and school sites.
- Work hours/days – 6.5 hours per day/5 days per week (the duty day will be reflective of a classroom teachers)

The VALLEJO CITY UNIFIED SCHOOL DISTRICT IS AN EQUAL OPPORTUNITY EMPLOYER and in compliance with federal and state laws, does not discriminate in any employment practice on the basis of age, ancestry, color, marital status, medical condition, national origin, political or union affiliation, physical or mental disability, race, religion, sexual orientation or sex.

APPROVED 11-20-02

SCHOOL NURSE

DEFINITION:

Under the direction of the Coordinator of School Health, the School Nurse provides for the evaluation, improvement and protection of the health of students and school personnel in accordance with state law and District policies and procedures throughout the District.

MAJOR DUTIES AND RESPONSIBILITIES:

- Conduct vision screening on all kindergarten or first grade students, all students in Grades 2, 5, 8 and 10, students new to the District, and Special Education students as mandated by law.

- Conduct hearing screening on all kindergarten or first grade students, all students in Grades 2, 5, 8 and 10, students new to the District, and Special Education students as mandated by law.

- Conduct scoliosis screening on 7th and 8th grade students as mandated by law.

- Refer and provide follow-up screening of students for whom initial vision, hearing and scoliosis screening tests were not passed.

- Supervise the maintenance of immunization records for all students in the District.

- Supervise the evaluation and referral process for physical examinations on all first grade students required by the Child Health and Disability Prevention Program (CHDP).

- Complete health assessments as needed, which includes vision and hearing screening, and parent contact for health history.

- Collect data from medical and community agencies for students being evaluated and/or reevaluated for Special Education placements. Attend IEP's and Student Study Team meetings as required.

- Supervise the organization and maintenance of required statistics of all screening programs for district and state use. Assist in submitting forms to the appropriate bureaus.

- Supervise physical health care services in the school settings in accordance with law (Education Code 49422 and 49423.5).

- Inform staff of physical or health liabilities of students.

- Monitor and prevent the spread of communicable disease in the school setting according to guidelines established by the California State Department of Health Services and under the direction of the local Health Department.

- Perform other duties as assigned by the Coordinator of School Health or the Director of Special Services.

ARTICLE 24 - DURATION OF AGREEMENT

This agreement shall become effective as of July 1, 2002 and continue in full force and effect through and including June 30, 2005 and year to year thereafter unless one party notifies the other in writing between February 15 and May 1 of the year this agreement ends of a desire to meet and negotiate a successor agreement. Such notice shall be in the form of a written proposal presented to the other in a public session of the Governing Board in order to initiate the public notice requirements of law. The parties shall meet and negotiate in good faith on a successor agreement no later than fifteen (15) days after the last public hearing. Any agreement reached between the parties shall be reduced to writing and signed by them, within thirty (30) days of ratification.

Signed:	For the Association	For the Board
Date:	3/6/03	3/6/03

VALLEJO CITY UNIFIED SCHOOL DISTRICT
CERTIFICATED EMPLOYEE SALARY SCHEDULE
2003-2004

	I without cred	I with cred	II without cred	II with cred	III without cred	III with cred	IV without cred	IV with cred	V without cred	V with cred	VI without cred	VI with cred
1	35,738	37,784	35,815	37,890	35,926	37,996	36,015	38,102	36,923	38,208	38,399	38,483
2	35,815	37,890	35,926	37,996	36,015	38,102	37,219	38,208	38,697	38,761	40,171	40,171
3	35,926	37,996	36,037	38,102	37,513	38,208	38,991	39,034	40,469	40,469	41,944	41,944
4	36,015	38,102	37,810	38,208	39,286	39,302	40,762	40,762	42,241	42,241	43,716	43,716
5	36,626	38,208	39,580	39,580	41,059	41,059	42,535	42,535	44,012	44,012	45,489	45,489
6	38,399	39,964	41,354	41,354	42,831	42,831	44,310	44,310	45,785	45,785	47,261	47,261
7	40,171	40,171	43,126	43,126	44,602	44,602	46,081	46,081	47,557	47,557	49,034	49,034
8	41,944	41,944	44,899	44,899	46,375	46,375	47,853	47,853	49,329	49,329	50,806	50,806
9			46,671	46,671	48,146	48,146	49,627	49,627	51,102	51,102	52,578	52,578
10					49,917	49,917	51,394	51,394	52,876	52,876	54,350	54,350
11							53,168	53,168	54,647	54,647	56,123	56,123
12									56,418	56,418	57,897	57,897
13											59,668	59,668
14-15											61,439	61,439
16-17											63,212	63,212
18-19											64,984	64,984
20-22											66,757	66,757
23											68,528	68,528

Certificated employees with a **Master's Degree** or a **Second REQUIRED Credential** will receive an additional $1,028.00 annually.

An additional **$1,028.00** will be paid **annually** for a Doctorate Degree.

The following certificates will be compensated at a **percentage** of the Masters/Doctorate Stipend:
BCLAD (with assignment) 50%; CLAD (with assignment) 40%; and SDAIE/SB1969 30%.

			ADDITIONAL UNIT CATEGORIES	
	Bachelor's Degree	Additional Units	College/University Upper Division (Min.)	Dist. Professional Growth (MAX)
Column I	YES			
Column II	YES	15	5	10
Column III	YES	30	10	20
Column IV	YES	45	15	30
Column V	YES	60	20	40
Column VI	YES	75	25	50

VALLEJO CITY UNIFIED SCHOOL DISTRICT
CERTIFICATED HOURLY SALARY SCHEDULE
VALLEJO ADULT SCHOOL
TEACHER SALARY SCHEDULE
2003-2004

		COLUMN I	COLUMN II
ROW	1	26.93	28.26
	3	28.26	29.68
	5	29.68	31.18
	7	31.18	32.73
	9	32.73	34.35
	11	34.35	36.10

COLUMN I — Bachelor's Degree or appropriate credential.

COLUMN II — Bachelor's Degree or appropriate credential, plus 30 units (of which at lest 20 semester units are to be upper division college/university units and 20 semester units may be District Professional Growth Units.

Unit members with Designated Subjects Credential must have completed 30 semester units after receiving the credential to qualify for Column II.

Effective: July 1, 2002

SCHEDULE C

Adult hourly employees with a Master's Degree will be paid an additional $0.80 per hour.

An additional $0.80 per hour will be paid for a doctorate degree.

VALLEJO CITY UNIFIED SCHOOL DISTRICT
CHILD DEVELOPMENT PROGRAM
TEACHER SALARY SCHEDULE
2003-2004

CALENDAR

State Preschool Teacher	179 Days
School-Age Parenting & Infant Development Teacher	183 Days
General Child Care Teacher	220 Days
Full Day State Preschool Teacher	220 Days

COLUMN / ROW	I	II	III	IV	V	VI
1	78.07	80.41	82.82	85.30	87.86	90.50
2	81.19	83.62	86.13	88.71	91.37	94.12
3	84.44	86.97	89.57	92.26	95.04	97.89
4	87.81	90.45	93.16	95.96	98.83	101.81
5	91.32	94.06	96.89	99.79	102.79	105.87
6	94.98	97.82	100.76	103.77	106.90	110.10
7	98.77	101.75	104.80	107.93	111.17	114.50
8			108.98	112.25	115.61	119.09
9						123.85

Child Development Program Teachers with both an **Associates of Arts Degree** AND a **Bachelor's Degree** - OR - **Bachelor's Degree ONLY**, will receive an additional **$529.82 annually**.

COLUMN I	12 Units of ECE/CD, including Core Courses.
COLUMN II	24 Units of ECE/CD, including Core Courses, plus 16 GE Units.
COLUMN III	48 Units, including all of the above (24 units ECE/CD, including Core Courses, plus 16 Units GE).
COLUMN IV	72 Units, including all of the above (24 units ECE/CD, including Core Courses, plus 16 Units GE).
COLUMN V	96 Units, including all of the above, plus 6 Specialization Units, plus 2 Adult Supervision Units.
COLUMN VI	120 Units, including all of the above.

Effective: July 1, 2002

SCHEDULE B

o P1 o P2 o Prov 1 o Prov 2
o Permanent o Temp o Other

Vallejo City Unified School District
Evaluation Plan for Process A

Unit Member _____ School _____ Assignment _____ School Year _____ Evaluator _____

OBJECTIVE 1: (CSTP Standard # _____)
The unit member will...

What will the evaluator see the unit member doing?

What will the evaluator see the students doing?

OBJECTIVE 2: (CSTP Standard # _____)
The unit member will...

What will the evaluator see the unit member doing?

What will the evaluator see the students doing?

Unit Member _____

OBJECTIVE 3: (CSTP Standard # _____)
The unit member will…

What will the evaluator see the unit member doing?

What will the evaluator see the students doing?

If the evaluator and the unit member cannot agree on three objectives, each party shall select 2 objectives for a total of 4.

OBJECTIVE 4: (CSTP Standard # _____)
The unit member will…

What will the evaluator see the unit member doing?

What will the evaluator see the students doing?

Signature indicates agreement on the evaluation plan objective(s).

Unit Member's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

Objectives to be emphasized in the first formal observation:
❑ #1 ❑ #2 ❑ #3 ❑ #4

Vallejo City Unified School District
Evaluation Plan for Process B

Unit Member _____ School _____ Assignment _____ School Year _____ Evaluator _____

OBJECTIVE #1: (CSTP Standard # _____) The unit member will...

ACTIVITIES	EVALUATION TECHNIQUES

If the evaluator and unit member cannot agree on one objective, each party shall select 1 objective for a total of 2.

OBJECTIVE #2: (CSTP Standard # _____) The unit member will...

ACTIVITIES	EVALUATION TECHNIQUES

Signature indicates agreement on the evaluation plan objective(s).

Unit Member's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

o P1 o P2 o Prov 1 o Prov 2
o Permanent o Temp o Other

Vallejo City Unified School District
Final Evaluation Report for Process A

Unit Member _____ School _____ Assignment _____ School Year _____

Evaluator _____ Date of Final Evaluation Conference _____

OBJECTIVE #1: (CSTP Standard # ____)

The unit member will ...

Unit Member's Self-evaluation:

Evaluator's Comments:

OBJECTIVE #2: (CSTP Standard # ____)

The unit member will ...

Unit Member's Self-evaluation:

Evaluator's Comments:

Unit Member _____

OBJECTIVE #3: (CSTP Standard # ____)

The unit member will ...

Unit Member's Self-evaluation:

Evaluator's Comments:

If the evaluator and the unit member cannot agree on three objectives, each party shall select 2 objectives for a total of 4.

OBJECTIVE #4: (CSTP Standard # ____)

The unit member will ...

Unit Member's Self-evaluation:

Evaluator's Comments:

Overall Rating:

- ☐ **Satisfactory**
- ☐ **Unsatisfactory** *(Participation in improvement program required. Referral to PAR is also required for unit members with permanent status.)*

Signature of the unit member does not constitute agreement with this evaluation but is an acknowledgement that the document has been received. The unit member is entitled to submit a written response to this report, which will be attached hereto.

Unit Member's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

*Additional Pages may be attached

Vallejo City Unified School District
Final Evaluation Report for Process B

Unit Member _____ School _____ Assignment _____ School Year _____

Evaluator _____ Date of Final Evaluation Conference _____

OBJECTIVE: (CSTP Standard # ____)

The unit member will ...

Unit Member's Self-evaluation:

Evaluator's Comments:

Attachment 2-d

If the evaluator and unit member cannot agree on 1 objective, each party shall select 1 objective for a total of 2.

OBJECTIVE #2: (CSTP Standard # _____)
The unit member will...

Unit Member's Self-evaluation:

Evaluator's Comments:

Overall Rating:

- ❑ **Satisfactory**
- ❑ **Unsatisfactory** *(Participation in improvement program and referral to PAR are required. The unit members will return to Evaluation Process A upon issuance of notice as required in 11.2.3.)*

Signature of the unit member does not constitute agreement with this evaluation but is an acknowledgement that the document has been received. The unit member is entitled to submit a written response to this report, which will be attached hereto.

Unit Member's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

* Additional pages may be attached

o P1 o P2 o Prov 1 o Prov 2 o Permanent o Temp o Other	**Vallejo City Unified School District**	o Formal Observation o Informal Observation

Observation Report Form for Processes A & B

Unit Member _____ School _____ Assignment _____ School Year _____

Evaluator _____ Date of Observation _____ Date of Post-observation Conference _____

Observation Starting Time _____ Ending Time _____

List the evaluation objective(s) upon which this observation report is based.

Objective # ___: (CSTP Standard # ____)

The unit member will...

Evaluator's comments:

What evidence demonstrates progress towards mastery of the stated objective?

What could the unit member do to improve his/her practice relative to the stated objective?

Objective # ___: (CSTP Standard # ____)

The unit member will...

Evaluator's comments:

What evidence demonstrates progress towards mastery of the stated objective?

What could the unit member do to improve his/her practice relative to the stated objective?

Signature of the unit member does not constitute agreement with the comments of the evaluator but is an acknowledgement that the document has been received. The unit member is entitled to submit a written response to this report, which will be attached hereto.

Unit Member's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

FOR PROCESS A DURING THE FIRST POST-OBSERVATION CONFERENCE:
Objectives to be emphasized in the second formal observation:
❑ #1 ❑ #2 ❑ #3 ❑ #4

Additional pages may be attached

o P1 o P2 o Prov 1 o Prov 2
o Permanent o Temp o Other

Vallejo City Unified School District
Observation Notes for Processes A & B

Unit Member _____ School _____ Assignment _____ School Year _____

Evaluator _____ Date of Observation _____ Date of Post-observation Conference _____

Observation Starting Time _____ Ending Time _____

What did the evaluator see the unit member doing?	*What did the evaluator see the students doing?*

CALIFORNIA STANDARDS FOR THE TEACHING PROFESSION

STANDARD ONE:

Engaging and supporting all students in learning

- **1-1** Connecting students' prior knowledge, life experience, and interests with learning goals
- **1-2** Using a variety of instructional strategies and resources to respond to students' diverse needs
- **1-3** Facilitating learning experiences that promote autonomy, interaction, and choice
- **1-4** Engaging students in problem-solving, critical thinking, and other activities that make subject matter meaningful
- **1-5** Promoting self-directed, reflective learning for all students

STANDARD TWO:

Creating and maintaining effective environments for student learning

- **2-1** Creating a physical environment that engages all students
- **2-2** Establishing a climate that promotes fairness and respect
- **2-3** Promoting social development and group responsibility
- **2-4** Establishing and maintaining standards for student behavior
- **2-5** Planning and implementing classroom procedures and routines that support student learning
- **2-6** Using instructional time effectively

STANDARD THREE:

Understanding and organizing subject matter for student learning

- **3-1** Demonstrating knowledge of subject matter content and student development
- **3-2** Organizing curriculum to support student understanding of subject matter
- **3-3** Interrelating ideas and information within and across subject matter area
- **3-4** Developing student understanding through instructional strategies that are appropriate to the subject matter
- **3-5** Using materials, resources, and technologies to make subject matter accessible to students

STANDARD FOUR:

Planning instruction and designing learning experiences for all students

- **4-1** Drawing on and valuing students' backgrounds, interests, and developmental learning needs
- **4-2** Establishing and articulating goals for student learning
- **4-3** Developing and sequencing instructional activities and materials for student learning
- **4-4** Designing short-term and long-term plans to foster student learning
- **4-5** Modifying instructional plans to adjust for student needs

STANDARD FIVE:

Assessing student learning

- **5-1** Establishing and communicating learning goals for all students
- **5-2** Collecting and using multiple sources of information to assess student learning
- **5-3** Involving and guiding all students in assessing their own learning
- **5-4** Using the results of assessments to guide instruction
- **5-5** Communicating with students, families, and other audiences about student progress

STANDARD SIX:

Developing as a professional educator

- **6-1** Reflecting on teaching practice and planning professional development
- **6-2** Establishing professional goals and pursuing opportunities to grow professionally
- **6-3** Working with communities to improve professional practice
- **6-4** Working with families to improve professional practice
- **6-5** Working with colleagues to improve professional practice

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