

**MEMORANDUM OF UNDERSTANDING BETWEEN THE VALLEJO EDUCATION  
ASSOCIATION AND THE VALLEJO CITY UNIFIED SCHOOL DISTRICT**

**Dated February 14, 2011**

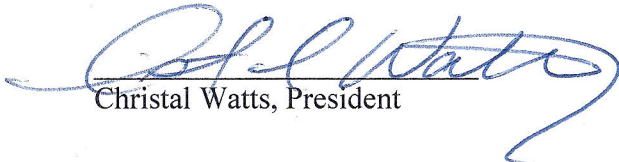
1. Unit members who are currently working in the Hogan and/or Vallejo High Academies will remain with the academies upon the closure of Hogan High School. Unit members who are currently teaching in an academy program will not be skipped (as defined under 8.1.5 of the VEA/VCUSD agreement) if the unit member has not taken any of the required academy training by March 15, 2011.
2. Unit members currently teaching at Mare Island Elementary will have the option of maintaining a teaching position at this school site if the following occurs:
  - a. Unit member shall agree to teach in the new curriculum program(s) at Mare Island Health & Fitness Academy starting in the 2011-12 school year.
  - b. Unit member shall agree to participate in professional development opportunities in order to fully implement the Mare Island Health & Fitness Academy.
3. Current unit members at Mare Island Elementary who choose not to become part of the new Health & Fitness Academy shall have their rights preserved under Article 22: School Closure/Program Elimination of the VEA/VCUSD agreement.
4. Current unit members at Cave Elementary who possess BCLAD certification and are biliterate and bilingual shall have the option of teaching at the Cave Elementary Dual Immersion program. Current unit members at Cave Elementary who do not possess BCLAD certification shall have their rights preserved under Article 22: School Closure/Program Elimination of the VEA/VCUSD agreement.
5. Unit members who wish to teach in the newly created 9<sup>th</sup> Grade Communities at the Vallejo High School and Jesse Bethel High School campuses will need to apply. Further, unit members who apply shall:
  - a. Agree to teach the new curriculum and work within the school's program and structure; and,
  - b. Agree to participate in professional development opportunities in order to fully and successfully implement the new 9<sup>th</sup> grade academy program.
6. All Site Managers will be fully informed and educated regarding Article 22, Section d. Placements of unit members shall be done at each school site in order to maintain as much stability as possible for each affected school site. Any questions regarding placements or reassignments of unit members should be directed to Human Resources in consultation with VEA.
7. All unit members who are involuntarily transferred as defined under Article 8 Section 3 and Article 22 of the VEA/VCUSD contract shall be paid for two days of moving even if help is provided by VCUSD through professional movers as defined under Article 3, Section 15 of the VEA/VCUSD agreement. Site managers will be informed and will be provided with the proper forms to ensure timely payment to all affected unit members.
8. The President of VEA and/or her designee will be present when any and all decisions are made by the Executive Director and/or her designee in Human Resources regarding

assignments of involuntary transfers for any and all unit members affected by school closures and eliminations as well as any impacts on teacher assignments as a result of declining enrollment. Furthermore, the President of VEA and/or her designee shall be present when any decisions are made regarding the rehiring process of all affected unit members who were laid off as a result of "Reduction in Force" notifications.

9. The District recognizes that any changes in wages are subject to negotiation with VEA. Therefore, any attempt to change any unit member who is currently paid on a pay cycle of 11 or 12 months to a 10 month pay cycle is subject to negotiations. VCUSD will send a letter to all affected unit members rescinding the deadline for responding to the January 14 letter that was sent out regarding payroll changes and advising the affected unit members that no action will be taken on any form submitted pursuant to the letter. VEA will provide the Chief Business Officer with its suggested changes in the January 14 letter. VEA and the Chief Business Officer or their designees will meet to attempt to work out an agreement to bring the payroll schedule into compliance in a way that has the least impact on all affected unit members. The original meeting date of April 26, 2011 will be kept to discuss any potential changes with all affected unit members.
10. Reopeners on the VEA/VCUSD contract:
  - a. It was agreed that VCUSD and VEA will form a health care benefits committee to explore different health benefit options to try to reduce the costs to unit members and VCUSD.
  - b. It was agreed that negotiations on reopeners would be delayed pending the outcome of the June special election for the tax extensions proposed in Governor Brown's 2011-12 Budget and the adoption of the 2011-12 State Budget.
  - c. Depending upon the outcome of the special election and the adoption of the State Budget, negotiations will resume in August 2011.
11. Nothing in these agreements shall override any rights or protections that are defined through the California Education Code and/or the VEA/VCUSD contract.

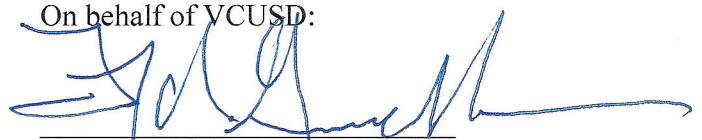
This Memorandum of Understanding reflects the agreements between the parties as related to the matters above.

On behalf of VEA:



Christal Watts, President

On behalf of VCUSD:



Floyd Gonella, Ed.D., Interim Superintendent