

**TENTATIVE AGREEMENT
BETWEEN VALLEJO EDUCATION ASSOCIATION
AND VALLEJO CITY UNIFIED SCHOOL DISTRICT
DECEMBER 14, 2011**

This is the final tentative agreement which fully resolves all issues which were opened or which could have been opened for negotiations between the District and VEA for the 2011-2012 and 2012-2013 school years. All members of both bargaining teams agree to fully support ratification of this tentative agreement by the bargaining unit members and the Governing Board.

Vallejo Education Association agrees to:

1. Furlough Days

- For the 2011/12 School Year the District may implement up to three (3) furlough days and for the 2012/13 School Year the District may implement up to five (5) furlough days. The number of furlough days implemented will be based on additional budget reductions needed for the 2011/12 and 2012/13 fiscal years.
- Furlough days will be student instructional days.
- The Child Development and Adult School Programs will not participate in the furlough day schedule shown below.
- The chart below shows the furlough day implementation schedule.

Furlough Day Implementation Schedule: Deficited Revenue Limit Range and Per Student Reductions to Revenue Limit Loss Respectively During the 2011-12 and 2012-13 Fiscal Years

		Number of Furlough Days Implemented					
2011-12	BASE	1 Furlough Day	2 Furlough Days	3 Furlough Days			
Deficited Revenue Limit Range	<u>\$5,249</u> - \$5,200	\$5,199 - \$5,150	\$5,149 - \$5,100	\$5,099 - \$5,050			
Per Student Revenue Limit Loss	\$0-\$49	\$50-\$99	\$100-\$149	\$150-199			
		Number of Furlough Days Implemented					
2012-13	BASE	1 Furlough Day	2 Furlough Days	3 Furlough Days	4 Furlough Days	5 Furlough Days	More than 5 days requires re-opening of negotiations
Deficited Revenue Limit Range	<u>\$5,249</u> - \$5,200	\$5,199 - \$5,150	\$5,149 - \$5,100	\$5,099 - \$5,050	\$5,049 - \$5,000	\$4,999 - \$4,950	\$4,949 or below
Per Student Revenue Limit Loss	\$0-\$49	\$50-\$99	\$100-\$149	\$150-199	\$200-249	\$250-299	\$300+

Vallejo City Unified School District agrees to:

2. Grades 6-12: 1st Quarter Progress Reports
 - The District agrees to make the completion of 1st Quarter Progress Reports optional for the 2012/13 school year unless a student has a "D" or "F" grade in a course at the time that 1st quarter progress reports are due.
3. Article 5 Section 5.1.5 (Return to work in the evening)
 - Members shall only be required to return to the work site after the end of the duty day one (1) evening per year instead of two (2) evenings per year for the 2011/12 and 2012/13 school years.
4. Article 5 Section 5.5 (18 hours of additional time)
 - The additional 18 hours of time each unit member is required to provide as described in Article 5 Section 5.5 will be reduced to 10 hours per year for the 2011/12 and 2012/2013 school years.
5. Article 7 Section 7.1.1
 - 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, personal well-being, 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.

Unit members 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.

7.1.4. 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.

7.1.4.4 Participation in a child's school or day care activities as provided in Section 7.1.12.

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.

6. Article 3.6 Work Year

The work year will be reduced by the number of furlough days implemented. The current District and VEA Bargaining Team will collaborate to determine the date of each furlough day. For each furlough day implemented an employee's annual compensation will be reduced by one day's per diem.

7. Article 10 Class Size (Section 10.1.2, 10.1.3 and 10.1.4)

Student contact limits/class size limits shall revert to the limits set in the 2005-2008 Agreement on June 30, 2012.


The specific agreements identified above (number 1-6) will sunset and automatically terminate on June 30, 2013, and thereafter no provision of this agreement will be considered to be a "status quo" working condition.

Agreement Duration:


The current VEA/VCUSD 2008-2012 collective bargaining agreement is extended through June 30, 2013 and other than the changes identified in this agreement there shall be no other changes in the language of the current collective bargaining agreement.

Reopeners:

If revenue losses for the 2012/13 school year warrant further negotiations, Vallejo Education Association and Vallejo City Unified School District agree to resume negotiations on the need for additional furlough days beyond those already agreed to for the 2012/13 fiscal year. In addition for the 2012/13 school year, Vallejo City Unified School District will be permitted to reopen negotiations on one (1) non-monetary article and the Vallejo Education Association will be permitted to reopen negotiations on two (2) non-monetary articles.



For the Vallejo Education Association
Sheila Gradwohl, Chair
VEA Negotiating Team



For the Vallejo City Unified School District
Mel Jordan, Assistant Superintendent
for Administrative Services

Date: 12/15/11

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