

**CONTRACT BETWEEN
THE
VALLEJO CITY UNIFIED SCHOOL DISTRICT
AND THE
VALLEJO EDUCATION ASSOCIATION**

July 1, 2017 to June 30, 2020



Contract Between
Vallejo City Unified School District and Vallejo Education Association

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The Contract

ARTICLE 1 - RECOGNITION

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

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 Rules Governing All Schedules

3.1.1 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.

3.1.1.1 The District shall provide unit members 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 or to receive checks by mail. 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.

3.1.1.2 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 fifteen (15) days of the month for any work completed by the 23rd of the previous month.

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

3.1.1.3 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. Employees currently on the 11 month installments will sunset as they resign or retire from the District.

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.

3.1.2 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.

3.1.3 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.

3.1.4 Evaluation of Credits

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

3.1.5 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.

3.1.6 Yearly Advancement

3.1.6.1 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.

3.1.6.2 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.

3.1.7 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.

3.2 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.

3.2.1 Placement

3.2.1.1 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.

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

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

3.2.1.4 National Teacher Certification shall be compensated annually at twice the master's stipend.

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

3.2.2 Experience Credit

Full credit for teaching in public schools and in non-publicly supported accredited schools 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.

3.2.3 Requirements for Vocational and Industrial Arts Teachers/ROP

3.2.3.1 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 Bachelor's Degree.

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

3.2.4 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.

3.2.4.1 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.

3.2.4.2 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.

3.3 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.

3.4 Rules Governing Salary Schedule C

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

3.4.1 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.

3.4.2 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.

3.4.3 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.

- 3.4.4 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.
- 3.4.5 Adult Hourly unit members shall be paid an additional eighty cents (\$0.80) per hour for a master's degree and an additional eighty cents (\$0.80) per hour for a doctorate degree.

This amount shall be increased by the same amount as the salary schedule increase.

3.5 Work Year

- 3.5.1 The total number of workdays for full-time counselors and librarians shall be 197 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.
- 3.5.2 Full-time unit members who are assigned to counseling duties for less than one-half time shall work 188 days per year.
- 3.5.3 The total number of workdays for full-time social workers shall be 187 days per year.
- 3.5.4 The total number of workdays for all other full-time members working a traditional school year shall be 187 days per year.
- 3.5.5 Unit members who are required to work more than 187 days will be paid 1/187 of their annual salary for each extra day.
- 3.5.6 Child Development (224/187/183 days) will be paid at their daily rate when working beyond 224/183 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.
- 3.5.7 Procedure for calendaring workdays for 224 day work year:
Prior to the beginning of the new school year (June 1), each unit member shall submit his/her proposed work year 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.

- 3.5.8 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.

- 3.5.9 Four (4) mandatory Professional Development days for all unit members shall be added to the calendar and salary schedule at the per diem rate. Two (2) days shall be designed by the Teachers Support Committee and two days shall be designed by the District with input from the Teacher Support Committee.

The District and VEA are committed to enhanced Professional Development opportunities for all unit members. In the event of a LCFF reduction, the District may be required to reduce days in whole or in part. The District will notify the Association by June 1st of the prior school year, in the event the District intends to reduce the mandatory Professional Development Day(s) in the following school year. It is the intent and priority of the District to preserve and maintain Professional Development for all unit members.

- 3.5.10 The work year for VEA unit members assigned to the Infant Specialist Program shall be 224 days. Unit members shall be paid their per diem for each day beyond 187 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.

3.6 Mileage

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

3.7 Hourly Rate

- 3.7.1 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 beyond the provisions of Article 5 shall be \$40 per hour. 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 \$40 per hour in addition to their daily salary (\$40 per class period in secondary).

- 3.7.2 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.

- 3.7.3 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.

3.8 Summer School Rate

Summer school teachers will be paid at the rate of \$40 per hour. Currently employed unit members shall receive preference in hiring.

- 3.8.1 Summer school positions shall be filled in accordance with Article 8 of the VEA/VCUSD Agreement.
- 3.8.2 Teachers shall be paid at the rate of \$40 per hour 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.
- 3.8.3 Mandatory site meetings may be scheduled in accordance with the following:
- (a) Meeting shall not be longer than sixty (60) minutes.
 - (b) For TK-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.
- 3.8.4 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.
- 3.8.5 Summer school teaching assignments shall not be changed/modified after the first four days of classes.
- 3.8.6 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.
- 3.8.7 After the first four days of classes, teachers shall be guaranteed employment for the remaining weeks/days of summer school.
- 3.8.8 No classes shall exceed thirty (30) students.

3.9 Pay for Extra Curricular Assignments

3.9.1 High School

- 3.9.1.1 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 Junior Varsity	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 Coach	7.0**
Assistant Coach**	5.0**
Tennis	6.5
Track Varsity	7.5
Assistant	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.

3.9.1.2 Score Keeper

The rate of pay for scorekeeper will be paid as \$25.00 per game.

3.9.2 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
Coach	1.5

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.

3.10 Department Chairs and Team Leaders

3.10.1 Comprehensive High Schools

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

<u>Number of VEA Unit Members</u>	<u>Department Chairs/Team Leaders FTE (Rounded to the Nearest Whole Number)</u>
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.

3.10.2 Middle Schools

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

<u>Number of VEA Unit Members</u>	<u>Department Chairs/Team Leaders FTE (Rounded to the Nearest Whole Number)</u>
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 6.5% of Class 1, Step 1, Schedule A.

- 3.10.3 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.

3.11 Extra Duty Pay

These rates of pay are for services performed outside the employee's regular workday and/or work year and must be required or requested by a manager. The hourly rate for all Extra Duties shall be \$40 per hour:

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

- (a) The activity is not in a school/district plan.
- (b) There is the ability for the unit member to stop the activity at any time.
- (c) Students are voluntarily present for the activity.
- (d) The activity is beyond the unit member's duty day.

- 3.11.2 Professional Duties

- (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) IEP/SST participation
- (e) Conference/In-service attendance while not in school
- (f) Substitute teaching

- 3.11.3 Special Skills

- (a) Managing/organizing materials
- (b) Translating

- 3.11.4 Mandated Committee Participation – Paid according to the following schedule:

- (a) Site Mentor Committee \$100
- (b) Bilingual Site Contact: *At the beginning of each year a school's level placement shall be determined by the number of LEP students.*

3.11.5

<u>Elementary</u>			<u>Secondary</u>		
<u>Number of LEP Students</u>			<u>Number of LEP Students</u>		
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	\$1,000

- (c) Professional Development Committee
 - Committee Members \$150
 - Committee Chairs(s) \$250
 - (d) Teacher-in-Charge, TK-12 and Adult School \$ 50
 - (e) Teacher-in-Charge, Child Development \$ 30
- See Section 3.4*

3.12 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.

3.13 Professional Growth & Classroom Teacher Instructional Improvement Program

3.13.1 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.

3.13.2 Functions

The committee shall:

- 3.13.2.1 Review and make recommendations regarding requests from for authorization to attend courses, workshops, seminars, conferences, in-service training sessions, or other such activities for the purpose of obtaining professional growth credit. To qualify for any District reimbursement or granting of course credit for salary schedule movement, the workshop, course, etc., must comply with "Domains of Professional Growth for Multiple and Single Subject Credential Holders" as stated in the *California Professional Growth manual for Multiple and Single Subject Credentials and Service and Specialist Credentials* published by the California Commission on Teacher Credentialing. The committee's recommendations shall be made to the Assistant Superintendent, Human Resources or designee. The decision of the Assistant Superintendent, Human Resources or designee to reject any such recommendation shall be grievable.

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

3.14 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 at the rate of \$40 per hour to a maximum of two (2) work days to move outside of the scheduled work day.

ARTICLE 4 This article is intentionally left blank.

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.

5.1 High School Hours (Grades 9 - 12 at Comprehensive High Schools)

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 and Jesse Bethel 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. 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 5.10.
- 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:
- (a) The position has been posted in accordance with Article 8.
 - (b) No qualified unit member working less than full-time has applied for the position.
 - (c) 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.

- (d) Every department member will be notified in a timely manner and will have an equal opportunity to apply for the position.
- (e) Only unit members on Process B may teach 0-7th period classes. Unit members who have received an unsatisfactory evaluation and/or who have been moved from Process B to A in the past two years shall not be allowed to participate in this program.
- (f) Participation in teaching a 0 or 7th period class shall be voluntary. At his/her discretion, the unit member may return to a 1-6 period schedule at the end of the first semester.
- (g) Unit members teaching a 0 or 7th period class shall be provided prep time as defined under Article 5.1.2.
- (h) 0 or 7th period classes shall be offered to **all** unit members based on the needs of the program. The District will only offer 0-7 period to a Department Chair or Academy Lead when a qualified teacher is unavailable.
- (i) Teachers working a 0 or 7th period may work a 1.2 contract as defined under Article 5.1.8 or work a 6.5 hour (1.0 FTE) work schedule may reflect a 0-5th period, 0-6th period, 2-7th period or a 1-7th schedule, based on programmatic needs.

5.2 Middle School Hours (Grades 6 - 8 including unit members at K-8 sites)

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. 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 5.10.
- 5.2.5 Meetings and Collaboration Time

- (a) 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.
- (b) 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.

- 5.2.6 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 F.T.E. or 1.1 for one semester. A unit member may not work more than 1.0 F.T.E. unless the following requirements are met:
- (a) The position has been posted in accordance with Article 8
 - (b) No qualified unit member working less than full-time has applied for the position.
 - (c) 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.

- 5.2.9 By May 1st of each year, the District and VEA will negotiate the Minimum Day schedule for the following school year.

5.3 Elementary School Hours (Grades Transitioning Kindergarten through 5)

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:

TK	42,000 – 42,300 per year
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 Transitioning Kindergarten teacher's workday shall be the same as the grades 1-5 teacher's work day at the site. The Transitioning Kindergarten day shall include the following:

(a) 235/240 (year-round-school) minutes of direct instruction

(b) Minimum of 50 minutes of preparation time on regular student days

(c) 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.

- 5.3.2.1 The length of the SDC Preschool teacher's workday shall be the same as the TK-5 teachers at the site.

- 5.3.2.2 The SDC preschool teacher's work week shall include the following:

(a) Preschool SDC includes two student sessions per day, 4 days per week. Two sessions per day. The first session is 2.5 hours and the second session is 3 hours.

- 5.3.2.3 The preschool SDC case load shall not exceed 14 students.

- 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. 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.
- 5.3.5 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 Wednesday Minimum Days will alternate between District Days and Teacher Prep Days. The District Days will include professional development Recognizing the need for professional development, addressing concerns, and teacher prep time, VCUSD and VEA agree to balance the minimum day to meet the needs in these areas.
- (a) Teacher Prep Days will be used following the guidelines set forth in the VCUSD/VEA Contract under Article 5.1.2 and 5.2.2.
 - (b) Additional Minimum Days added to this year's calendar, shall be balanced between District Days and Prep Days. These District Days will be used to address individual site issues and concerns. The additional Teacher Prep Days will be used following guidelines set forth in the Contract.
 - (c) Notice will be given at least one week in advance for any professional development requiring a location change.
 - (d) Unit members may be required to expend not more than four (4) hours beyond the duty day in school-related activities, including evening meetings.
 - (e) No unit member shall be required to return to the work site after the end of the duty day more than two (2) times per year with one day being designated for parent teacher conferences.
 - (f) By May 1st of each year, the District and VEA will negotiate the Minimum Day schedule for the following school year.
- 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.

- 5.3.9 Aeries Gradebook (for elementary use will be pulled for 2018-2019 and 2019-2020 school year); for record keeping and parental access, teachers will continue to maintain records of high leverage student assignments that are aligned to the curriculum and standards (assignments that would otherwise be entered into Aeries), the District will work in concert with VEA to explore alternatives for possible implementation in 2019-2020 (i.e.....Power School, Illuminate, School Loop).

THE FOLLOWING PROVISIONS SHALL APPLY TO ALL TK-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. 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 5.10.

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 of their assigned sites.

5.5 Child Development Hours

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

- 5.5.1 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.

- 5.5.2 Child Development unit members shall be provided 200 minutes of paid, preparation time per week. The time shall be used for team collaboration and/or individual planning time, which will be determined by each team and approved by the site supervisor. In the event that a scheduling agreement cannot be reached, the Child Development Coordinator or designee and a VEA representative will meet with the site supervisor and teachers to review the schedule and provide a recommendation. During the preparation period Child Development unit members shall remain on site/campus.

- 5.5.3 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.
- 5.5.4 All full time unit members shall be entitled to one (1) appropriately scheduled ten-minute duty free relief period per duty day.

5.6 Adult Hourly Hours

The following provisions shall apply to all Adult Hourly unit members

- 5.6.1 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.
- 5.6.2 Normally no unit member shall work less than two (2) teaching hours per week or more than thirty-two and a half (32.5) teaching hours per week.
- 5.6.3 Unit members shall be paid at the hourly rate for required hours of in-service. Unit members may use sick leave if they are unable to attend a required in-service due to illness. Required in-service 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 in-service program.
- 5.6.4 Unit members participating in an in-service session will not be assigned to work beyond the in-service hours required by the principal.
- 5.6.5 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.
- 5.6.6 Any work period that exceeds two (2) hours and fifty (50) minutes shall include a paid fifteen (15) minute break period.
- 5.6.7 Itinerant or split assignment unit members shall not be required to travel during the 30 minutes' non-paid meal break or paid break time.
- 5.6.8 Unit members required to attend graduation will be paid at the hourly rate.
- 5.6.9 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.
- 5.6.10 There shall be two (2) non-student days for the school year. Not more than 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. See article 5.3.6.

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

The following provisions shall apply to all unit members.

5.7 Requirements to Substitute

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.

5.8 I.E.P. /S.S.T. Participation

The District shall provide release time or a substitute teacher for classroom teachers required to participate in I.E.P. /S.S.T. meetings see article 3.11.2. 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. /S.S.T. 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.

5.9 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.

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

5.9.2 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.

5.9.3 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.

5.9.4 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.

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

5.9.6 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.

5.10 This article is intentionally left blank.

5.11 Modifications to Teacher/Student Day

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.
- (a) At least five (5) working days prior to the vote on the proposal, a copy will be given to every affected staff member.
 - (b) 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 Duty Day for Alternative Programs

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 5.10 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 District Contribution Rates

The District shall continue to make the following annual contributions toward a unit member's health and welfare benefits:

Health Plan	Single	\$ 7,560	
	Employee +1	\$ 9,996	
	Family	\$12,707	
Dental Plan	Single	\$ 588	Fully Paid as of 1/1/2020
	Employee+1	\$ 1,078	Fully Paid as of 1/1/2020
	Family	\$ 1,663	Fully Paid as of 1/1/2020
Vision Plan	Single	Fully Paid	
	Employee+1	Fully Paid	
	Family	Fully Paid	

6.2 Medical

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

6.2.2 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.

6.3 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. "Allowable expenses" includes employee contributions towards the purchase of health insurance benefits as provided by section 6.1.

6.3.1 Any unit members not enrolled in a CalPERS health plan may elect to receive cash "in lieu" of benefits, as follows:

- All "in lieu" pay will be compensated at the rate of \$200 per month.

6.4 Dental

The Board shall contribute towards the premium for Delta Dental Premier Plan for unit members and their dependents (as provided in section 6.1). The Delta Dental Premier Plan shall be equal to or better than the plan in effect during the 1998-99 plan year.

6.4.1 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.

6.4.2 The Board shall contribute the premium (as provided in section 6.1) for the Delta Dental rider to provide for a third cleaning per year.

6.4.3 The Board and VEA have agreed to offer an additional Dental Plan coverage option for unit members and their dependents. The coverage will be as follows: The Board shall contribute the premium for the Delta Dental "Low" plan, which does not provide orthodontic coverage for unit members and their dependents. The annual maximum benefit shall be \$1500 per unit member and eligible dependent(s). Beginning 1/1/2020, the District shall fully cover the cost of Delta Dental "High" plan for all members and dependents.

6.5 Life

The Board shall contribute towards the purchase of the agreed upon \$50,000 straight term life insurance program (as provided in section 6.1).

6.6 Vision

The Board shall fully pay for vision insurance for all unit members and their dependents (as provided in section 6.1). The vision plan shall be the 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 (five) 5 year or age 67 health benefit status, the District shall equalize their benefit by reimbursing them \$15.

6.7 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.

6.8 Adult Hourly Certificated Unit Members

- 6.8.1 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 6.6 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.
- 6.8.2 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.

6.9 Retiree Benefits

- 6.9.1 Health benefits shall be made available through the CalPERS health benefit program.
- 6.9.2 The Board shall contribute the mandated amount per month for the cost of providing health benefits 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 6.9.3.
- 6.9.3 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 6.9.2 above, to an approved medical program for a period of five (5) years or age 67 whichever occurs first provided:
 - 6.9.3.1 The unit member has rendered fifteen (15) years of service to the District.
 - 6.9.3.2 The unit member makes written application prior to the effective date of his/her retirement.
- 6.9.4 Two unit members who are married and retire shall receive a Board contribution equal to the rate for employee plus one.
- 6.9.5 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.
- 6.9.6 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.
- 6.9.7 The parties agree that employees who retire under the terms of the Health and Welfare Article "Retiree Benefits" will be subject to the following:
 - 6.9.7.1 The payment shall be made sixty (60) days in advance. The first payment would be a 2 month premium to facilitate the process.
 - 6.9.7.2 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 three (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.

6.10 Domestic Partner Coverage

6.10.1 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.

ARTICLE 7 – LEAVES

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

The following definitions shall be used to implement the provisions of this article:

- (a) Day for full-time TK-12 unit members: Six and one half (6.5) hours
- (b) Day for part-time TK-12 unit members: Pro-rated portion of six and one half (6.5) hours unit member assigned to work
- (c) Day for full-time Child Development/State Preschool unit members: Seven (7) hours
- (d) Day for part-time Child Development/State Preschool unit members: Pro-rated portion of seven (7) hours unit member assigned to work

7.1.1 Sick Leave (All Excluding Adult Hourly)

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, religious observance, or disability, including those caused or contributed to because of pregnancy, miscarriage, or childbirth.

Childcare unit members who work more than the 183 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 a prolonged period of time 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 Sick Leave (Adult Hourly)

Every unit member shall be entitled to one (1) hour of sick leave for every seventeen (17) hours taught for illness, injury, mental health, personal well-being, religious observance, 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 a prolonged period of time 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.

7.1.3 Long-Term Sick Leave (All Excluding Adult Hourly)

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.

7.1.4 Long-Term Sick Leave (Adult Hourly)

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.

7.1.5 Industrial Accident or Illness Leave (All Excluding Adult Hourly)

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

- 7.1.5.1 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;
- 7.1.5.2 Allowable leave shall not be accumulated from year to year;
- 7.1.5.3 Industrial accident or illness leave shall commence on the first day of absence;
- 7.1.5.4 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.
- 7.1.5.5 Industrial accident or illness leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award;
- 7.1.5.6 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, she/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.

7.1.6 Industrial Accident or Illness Leave (Adult Hourly)

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.

7.1.7 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:

- 7.1.7.1 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.
- 7.1.7.2 Accident, involving a person or property, or the person or property of a member of the immediate family.
- 7.1.7.3 Religious holiday - the day is a holiday of a state recognized religious group to which the unit member belongs.
- 7.1.7.4 Participation in a child's school or day care activities as provided in Section 7.1.18.

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.

7.1.8 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.

7.1.9 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.

7.1.10 Emergency Duty Leave

A unit member may take time off to perform emergency duty as a volunteer firefighter, a reserve peace officer, or emergency rescue personnel.

An employee who is a volunteer firefighter shall be permitted to take temporary leaves of absence, not to exceed an aggregate total of 14 days per calendar year, for the purpose of engaging in fire or law enforcement training. (Labor Code 230.4)

7.1.11 Civil Air Patrol Leave

A unit member may take up to 10 days of unpaid leave per calendar year, beyond any leave otherwise available to unit members, to respond to an emergency operational mission of the California Civil Air Patrol, provided that the unit member has been employed by the district for at least a 90-day period immediately preceding the leave. Such leaves shall not exceed three days for a single emergency operational mission, unless an extension is granted by the governmental entity authorizing the mission and is approved by the Superintendent or designee. (Labor Code 1501, 1503)

The unit member shall give the district as much advance notice as possible of the intended dates of the leave. The Superintendent or designee may require certification from the proper Civil Air Patrol authority to verify the eligibility of the unit member for the leave and may deny the leave if the unit member fails to provide the required certification. (Labor Code 1503)

7.1.12 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.

7.1.13 Organizational Leave (All Excluding Adult Hourly)

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

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

- 7.1.13.2 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. If fiscally possible this will be a non-classroom position. 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.
 - 7.1.13.3 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.
 - 7.1.13.4 The Director of Human Resources/Recruitment shall be notified in writing, on forms provided, no less than five (5) days in advance.
 - 7.1.13.5 Approval will be granted when the above conditions are met and substitutes are available.
 - 7.1.13.6 In any given year the Association will have a maximum entitlement of one hundred thirty-five (135) days.
- 7.1.14 Organizational Leave (Adult Hourly)
Unit members receiving leave under this provision shall do so pursuant to the rules and regulations set forth in Section 7.1.13 Organizational Leave above. Days used under this provision shall count toward the maximum set forth in 7.1.13 Organizational Leave.
- 7.1.14.1 The Association shall reimburse the District at the lowest hourly rate of pay for adult hourly certificated members.
 - 7.1.14.2 Hourly unit members who work all day on Association business shall be granted paid leave from their evening hours at work.
- 7.1.15 Sabbatical Leave (All Excluding Adult Hourly)
- 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:
- 7.1.15.1 The unit member must have been a District employee for at least seven (7) consecutive years preceding the granting of the leave.
 - 7.1.15.2 The unit member must submit a planned program of travel or study to be undertaken during the leave.
 - 7.1.15.3 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.

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.

7.1.16 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 Certificated 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.

7.1.17 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 there from. 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.

7.1.18 Child Birth/Adoption Leave

In addition to sick leave/maternity disability leave, a unit member who gives birth to a child, whose spouse gives birth to a child or adopts a child will be granted up to six (6) consecutive weeks of leave using the unit member's accumulated sick leave. The leave will begin or be scheduled within two (2) weeks of the birth of the child or on the day the adoptive parent receives the child. The leave can be taken for six (6) consecutive weeks within the first six (6) months of the birth of the child or on the day the adoptive parent receives the child.

7.1.19 Leave to Assist in Child/Children's School

A unit member who is a parent, guardian or grandparent having custody of one or more children in grades TK-12, or attending a licensed day care facility, may use up to 40 hours of sick leave each school year in order to participate in school or day care activities. Such leave shall not exceed eight (8) hours in any month of the school year and the unit member shall give reasonable advance notice of the absence.

If both parents of the child are employed at the same site, this leave shall be allowed for the first parent who applies; simultaneous absence by the second parent may be granted by the Superintendent or designee.

In lieu of using sick leave, eligible unit members giving reasonable advance notice may take up to forty (40) hours without pay each school year for this purpose, not to exceed eight (8) hours in any month if sick leave is exhausted.

7.2 Unpaid Leaves

7.2.1 General Leaves (All Excluding Adult Hourly)

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 Unpaid Leaves (Adult Hourly)

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.

7.2.3 Family Medical Leave Act (FMLA)

FMLA Leave may be used for one of the following reasons:

- (a) Pregnancy, birth, adoption, or foster care of an employee's child within 12 months following birth or placement of the child;
- (b) To care for an immediate family member (spouse, registered domestic partner, child, or parent with a serious health condition;
- (c) An employee's inability to work because of a serious health condition;
- (d) A "qualifying exigency," for military operations arising out of a spouse's, child's, or parent's active duty or call to active duty as a member of the military reserves or National Guard in support of a "contingency operation" declared by the U.S. Secretary of Defense, President or Congress, as required by law;
- (e) Or to care for a spouse, child, parent or next of kin—who is an Armed Forces member (including the military reserves and National Guard) undergoing medical treatment, recuperation, or therapy, is otherwise in an outpatient status, or is otherwise on the temporary disability retired list— with a serious injury or illness incurred in the line of duty while on active duty that may render the individual medically unfit to perform his or her military duties.
- (f) The maximum amount of FMLA Leave will be twelve (12) workweeks in any 12- month period when the leave is taken for:
 - i. Bonding Leave;
 - ii. Family Care Leave;
 - iii. Serious Health Condition Leave; and/or
 - iv. Military Emergency Leave.

- (g) The maximum amount of FMLA Leave for an employee wishing to take Military Caregiver Leave will be a combined leave total of twenty-six (26) workweeks in a single 12-month period.
- (h) A 12-month period begins on the date of your first use of FMLA Leave. Successive 12-month periods commence on the date of your first use of such leave after the preceding 12-month period has ended.
- (i) FMLA runs concurrently with California Family Rights Act (CFRA).
- (j) FMLA is a non-paid leave but unit members may use sick leave if it is available.

7.2.4 California Family Rights Act (CFRA)

Under the California Family Rights Act of 1993 (CFRA), unit members shall be granted up to 12 workweeks in a 12-month period for the birth, adoption, or foster care placement of their child or for their own serious health condition or that of their child, parent or spouse. CFRA runs concurrently with FMLA and Parental Leave (Child-Bonding Leave).

7.2.5 Pregnancy Disability Leave

- 7.2.5.1 A member of the unit may use sick leave if physically disabled and unable to render service to the District as a direct result of the pregnancy. Pregnancy Disability Leave applies to unit members who are disabled due to pregnancy, complications during pregnancy, termination of pregnancy, childbirth, or a related medical condition as defined under the Pregnancy Disability Leave law (PDL).
- 7.2.5.2 The use of sick leave for pregnancy disability shall be treated the same as any other disability for which sick leave is granted.
- 7.2.5.3 A unit member may take up to four months of pregnancy disability leave. Leave may be taken intermittently. Upon exhaustion of accumulated sick leave, the unit member shall receive differential pay. The unit member shall continue to receive health and welfare benefits.
- 7.2.5.4 If at any time a unit member is absent as a result of her physical disability arising out of her pregnancy, the District may request a doctor's verification of her inability to render service to the District.
- 7.2.5.5 A member temporarily disabled as a result of pregnancy, termination of pregnancy, or childbirth may return to duty at any time she is physically able to render full and complete service to the District.

- 7.2.5.6 The District may request a doctor's verification of the member's ability to return to work.
- 7.2.5.7 A unit member returning from pregnancy disability shall return to the position previously held.

7.2.6 Parental Leave (Child Bonding Leave)

- 7.2.6.1 A unit member may use up to 12 workweeks of child bonding leave for the birth of the unit member's child or the placement of a child with the unit member in connection with the unit member's adoption or foster care of the child as provided by the California Family Rights Act (CFRA).
- 7.2.6.2 During child bonding leave, the unit member may use remaining sick leave. Upon exhaustion of accumulated sick leave, the unit member shall receive differential pay. The unit member shall continue to receive district paid health and welfare benefits.
- 7.2.6.3 If an employee does not want to exhaust his or her full-paid sick leave, then he or she is not entitled to substitute differential or 50% pay during child bonding leave. If he or she is fully FMLA or CFRA Eligible, including having worked 1 school year, he or she may take FMLA/CFRA child bonding leave unpaid with benefits.
- 7.2.6.4 Child bonding leave may be taken intermittently (minimum of 2 weeks uses of leave at a time).
- 7.2.6.5 Child bonding leave shall be taken within one year of the birth or placement of the child with the unit member in connection with the adoption or foster care of the child by the unit member. If the school year ends prior to exhaustion of 12 workweek period of leave, unit members shall be entitled to use the balance of the 12 workweek period at the start of the following school year.
- 7.2.6.6 If both parents are eligible for CFRA leave and are employed by the District, twelve (12) weeks of child bonding leave shall be available to each parent.
- 7.2.6.7 The unit member will notify the site supervisor and Human Resources department of the expected need for leave and potential timeframes as much in advance as possible.
- 7.2.6.8 A unit member returning from child bonding leave shall return to their same or equivalent job.
- 7.2.6.9 A member of the unit who wishes to take a personal leave to raise a child in addition to eligible paid child bonding leave available under Education Code Section 44977.5 and Government Code

12945.2 may be granted such leave without pay for up to one (1) year.

7.2.6.10 It is the intent to implement the terms and conditions of Education Code Section 44977.5 and Government Code 12945.2, and further interpretations of these laws will apply; except where this article provides greater rights.

7.2.7 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.

7.2.8 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.

7.2.9 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 III All Unit Members

7.4 Catastrophic Leave Bank

7.4.1 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 7.4.2 below.

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

7.4.1.2 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.

7.4.1.3 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.

7.4.2. Eligibility and Contributions

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

7.4.2.2 Participation is voluntary, but requires contribution to the Bank. Only contributors will be permitted to withdraw from the Bank except as noted in 7.4.2.3 and 7.4.2.6.

7.4.2.3 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.

7.4.2.4 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.

7.4.2.5 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.

7.4.2.6 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.

- 7.4.2.7 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.
- 7.4.2.8 Unit members who are retiring or leaving the employ of the District may contribute their unused sick leave to the Catastrophic Leave Bank.
- 7.4.2.9 The District will contribute one hundred (100) days to the Catastrophic Leave Bank on July 1, 1995 to initiate the program.

7.4.3. Withdrawal from the Bank

- 7.4.3.1 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.

- 7.4.3.2 Participants must use all accumulated sick leave as defined in Leaves Article 7.1.1 and 7.1.2 available to them before eligible for a withdrawal from the Bank.
- 7.4.3.3 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.
- 7.4.3.4 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 (7.1.3, 7.1.4) is exhausted. At that point, withdrawal from the Catastrophic Leave Bank will be for the participants' duty day.
- 7.4.3.5 If a participant is incapacitated, applications may be submitted to the committee by the participant's agent or member of the participant's family.
- 7.4.3.6 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.
- 7.4.3.7 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.
- 7.4.3.8 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 participant's 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 7.4.3.12 below.
- 7.4.3.9 Leave from the Bank may not be used for illness or disability which qualifies the participant for Worker's Compensation benefits.
- 7.4.3.10 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.

- 7.4.3.11 Withdrawals will become effective immediately upon the exhaustion of sick leave or the waiting period provided for in Sections 7.4.2.3 or 7.4.3.3 whichever is greater.
 - 7.4.3.12 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.
- 7.4.4. Administration of the Bank
- 7.4.4.1 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.
 - 7.4.4.2 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.
 - 7.4.4.3 Applications will be reviewed and decision of the committee reported to the applicant, in writing, within ten (10) days of receipt of the application.
 - 7.4.4.4 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.
 - 7.4.4.5 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.
 - 7.4.4.6 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

7.4.2.4.

- (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.

7.4.4.7 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.

7.4.4.8 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 (All 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.

8.1.1.4 The District will participate in a collaborative process with VEA during the involuntary and voluntary transfer process with the understanding that the District will make the final decisions if an agreement cannot be reached.

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. The District shall comply with Federal and State laws, as applicable.

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 department to another department (secondary schools). To the extent that combination classes exist, movement is limited to one grade level.

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(s) and Shift
- Elementary School: Grade Level and School Site
- Middle School: Grade Level(s), Subject(s) and School Site(s)
- High School: Subject Area(s) and School Site(s)
- Adult School: Program, Course(s) and School Site
- Non-Classroom Positions: School Site(s) and Job Description

Only permanent teachers with satisfactory evaluations will be assigned to combination classes, to the extent that combination classes are established, unless no other alternative exists.

8.1.3 Vacancies

8.1.3.1 Notification of Vacancies

All vacancies shall also be posted on Edjoin and on District Email. The vacancy listing(s) shall include the site and grade level of the vacancies.

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 VEA unit members and a unit member representative at the site must be convened to conduct the interview. VEA representatives on the panel will be appointed by the Association.

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.

The District and VEA will consult and agree regarding transfers during the school year on a case by case basis. The discussion will include filling vacancies in elementary, secondary, special education, and non-classroom positions.

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 the twentieth (20th) day of school year 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 the twentieth (20th) day of school year 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 every other year.
- 8.1.6.4 No transfer/reassignment shall be made unless a vacancy exists.
- 8.1.6.5 No involuntary transfer shall be made without one (1) week prior notice.

8.2 Voluntary Transfer

- 8.2.1 A unit member with satisfactory status may voluntarily apply for a transfer however, a unit member with unsatisfactory status may be allowed to transfer due to extenuating circumstances after review, consideration, and approval of the District: (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. No unit member shall be involuntarily transferred more than once every other year.
- 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 made 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:

- (a) Unit members who are being involuntarily transferred from their current positions.
- (b) Unit members requesting a voluntary transfer whose transfer would eliminate the need for involuntary transfer of another unit member.
- (c) Unit members requesting voluntary transfer.
- (d) Unit members returning from leave.
- (e) 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 Regional Education Academy Administration 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 Regional Education Academy 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 TK-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 Regional Education Academy.

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 Unit Members' Responsibilities Regarding Student Discipline

Pursuant to Board Policy/Administrative Regulation 5144(a) and Section 5.10 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.

9.1.1 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.

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

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

9.2 Conditions

9.2.1 Employees shall not be required to work in unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being except in cases of an emergency or natural disaster. 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.

Employees shall not be required to intercede in altercations at school related public events in circumstances that would be likely to cause serious risk of bodily harm.

9.2.2 Employees may use reasonable force as is necessary to protect himself/herself from attack, to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects upon the person or within control of a pupil.

9.2.3 Battery Procedure

Unit members shall immediately report cases of battery 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. VEA shall be notified of any incident

of battery on any staff member. The District and VEA will work collaboratively to develop a process that adheres to CA ED Code and pertinent laws by June 2015.

- 9.2.4 If criminal or civil proceedings are brought against an employee alleging that he/she committed an assault in connection with his/her employment, such employee may request the District to furnish legal counsel to defend him/her in any civil action or proceedings brought against him/her within the limits set by law and shall be provided.
- 9.2.5 A hard copy of the site safety plan for all sites to which each unit member is assigned shall be available at the respective site/s to which he/she is assigned. A summary of common emergency procedures shall be provided to each classroom.
- 9.2.6 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.
- 9.2.7 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.
- 9.2.8 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.
- 9.2.9 Minimum Standards for Work Sites
All Work sites shall meet the following standards:
 - 9.2.9.1 Unit members, as appropriate shall be provided adequate and functional desks and chalkboards/whiteboards and properly equipped classrooms and work areas.
 - 9.2.9.2 Be free of rodents and vermin.
 - 9.2.9.3 Rooms where students eat a meal shall be cleaned daily.
 - 9.2.9.4 No exposed electrical wiring.
 - 9.2.9.5 Appropriate ventilation in labs and shops.
 - 9.2.9.6 HVAC filters cleaned at least once during each school year.
 - 9.2.9.7 Carpets cleaned at least once during each school year.
 - 9.2.9.8 Classrooms "deep cleaned" at least once during each school year.
 - 9.2.9.9 Properly heated and ventilated classrooms.

- 9.1.9.10 Daily Cleaning of classrooms/work areas shall include:
- (a) Emptying all trash.
 - (b) Wiping out sink.
 - (c) Checking paper towel and soap dispensers and filling, if needed.
 - (d) Sweeping floors, including moving the furniture and putting it back.
 - (e) Wiping desks and/or table tops.
 - (f) In special education classrooms, wiping desks and/or table tops with a disinfectant.
- 9.2.9.11 Weekly cleaning of classrooms/work areas shall include:
- (a) Cleaning chalkboards/whiteboards with a damp rag/white boards with cleaning solution.
 - (b) Cleaning chalk trays, i.e. moving chalk and erasers out and replacing after cleaning.
 - (c) Vacuuming rugs.
- 9.2.9.12 Periodic (as needed) cleaning shall include:
- (a) Wiping windows and doors for handprints and dirt, etc.
 - (b) Removing things stuck to the floor.
 - (c) Damp mopping floors.
- 9.2.9.13 If upon arrival at his/her classroom/work area, a unit member finds that the requirements listed in Sections 9.2.9.1 through 9.2.9.12 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 Superintendent's Designee.

Within forty-eight (48) hours of the report being filed, the Superintendent's Designee shall visit the classroom/work area to ensure that it has been cleaned in accordance with the provisions of Sections 9.2.9.1 through 9.2.9.12.

Three times a year (October, February, and May), the Board of Education agenda shall include a report listing the classrooms/work areas, sites and dates deficiencies were reported.

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

9.3 Administering Medication

- 9.3.1 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:
- 9.3.1.1 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.

- 9.3.1.2 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.
- 9.3.1.3 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.
- 9.3.1.4 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 to the physician's indicated dosage schedule.
- 9.3.1.5 School personnel are not to provide aspirin or any other patent medicine or nostrum to students.

9.4 Performing Physical Health Care Services

- 9.4.1 Each unit member shall be offered the opportunity for in-service on the administration of first aid.
- 9.4.2 Each classroom shall have a first aid kit and supplies will be replenished throughout the school year.
- 9.4.3 Each site shall have a trauma pack with personnel trained in its use.
- 9.4.4 Each science classroom shall have safety equipment to include but not be limited to eye washes and fire blankets
- 9.4.5 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.

9.5 Performing Specialized Physical Health Care Services

- 9.5.1 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.
- 9.5.2 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.
- 9.5.3 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.

- 9.5.4 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.
- 9.5.5 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.
- 9.5.6 Unit members who are providing physical health care services shall be provided adequate liability insurance by the district.
- 9.5.7 Each site where above procedures are provided shall have a backup procedure for use in an emergency situation.
- 9.5.8 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.
- 9.5.9 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:
 - 9.5.9.1 Universal precautions for the handling of body fluids.
 - 9.5.9.2 CPR and use of trauma packs.
 - 9.5.9.3 Assaultive behavior training
 - 9.5.9.4 Proper responses in the event of a natural disaster and emergency, including drills.
 - 9.5.9.5 Existing District procedures for handling emergencies.

9.6 Personal Property Damage

- 9.6.1 The District will pay up to a maximum of \$500 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.
- 9.6.2 The District will pay to a maximum of \$500 for replacing items owned by unit member and 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.
- 9.6.3 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.
- 9.6.4 The maximum amount payable under this article for each occurrence is \$500.
- 9.6.5 If the property is damaged beyond repair, the value of the property shall be the replacement cost up to \$500.

- 9.6.6 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.

ARTICLE 10 - CLASS SIZE

- 10.1** Subject to the provisions and exclusions noted below, the following shall constitute class size maximums within the District for the duration of this Agreement.

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. Every reasonable attempt will be made to have teachers on Evaluation Plan B teach combination classes.

10.1.2 Middle School

No Middle school class shall exceed 33 students with no more than 160 student contacts per day. The student contact maximum for 1.2 FTE will be adjusted accordingly.

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 35 students with no more than 160 student contacts per day. The site administrator will make every reasonable effort to balance class size within each subject area. The student contact maximum for 1.2 FTE will be adjusted accordingly.

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 per day 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 – 500.

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.

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 ratio of 1 – 3000.

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

10.1.11 Special Education/I.P.S.U. See Section 10.1.11.4

10.1.11.1 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:

Preschool

- Special Day Class 14

Elementary (Grades TK-6)

- Non-severe [includes LH, CH/SDL] 16
- Severe I [includes Deaf/Hard of Hearing, 12
- Orthopedically Impaired (OI), Multi-disabled (MD)]
- 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, 13
- Orthopedically Impaired (OI), Multi-disabled (MD)]
- Severe I - Visually Impaired 9
- Severe II - [Day Treatment] 10
- Severe III - [includes autism, emotionally disturbed (ED)] 9
- Resource Specialist Services 28

10.1.11.2 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 Pathologists	60

10.1.11.3 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 or 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.

10.1.11.4 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.

10.1.11.5 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.

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

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

- 10.1.14 Independent Study class loads shall conform to State Department of Education guidelines.
- 10.1.15 Work Stations 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 or caseload 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.

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) "exceeds/meets standards."

Permanent unit members whose most recent final evaluation contains an overall performance rating of exceeds/meets standards. shall be evaluated every other year under Process B. Permanent unit members who have been with the school district 10 years, are highly qualified, as defined in 20 U.S.C., Section 7801, and whose previous evaluation rated the employee with an overall performance rating of "exceeds/meets standards." shall be evaluated every five year(s) under Process B if the evaluator and certificated employee being evaluated agree. The certificated employee or the evaluator may withdraw consent at any time. However, Process A shall be utilized for unit members in their second year of permanent status and/or unit members who change job categories.

Evaluation procedures will be based on the Unit Member's Evaluation Plan and shall include: Observations, Implementation of Action Plan, and monitoring of Student Progress.

The monitoring of student data may be used as evidence as part of a member's Teacher Action Plan; however, the use of student data shall not be included as a component of a member's Student Progress Goal.

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 Unit Member's Evaluation Plan. 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 the evidence that will be used in the Unit Member's Evaluation Plan.

The final evaluation shall be based on evidence collected in accordance with the Unit Member's Evaluation Plan.

No later than December 15, the unit member shall be given a Progress Report stating progress toward the selected Standards. If Area(s) of Concern are noted on the Progress Report, the unit member shall be given the Progress Report in a conference, no later than December 15.

Prior to each observation, the manager/evaluator and the unit member shall jointly determine which objectives will be emphasized.

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 Unit Member's Evaluation Plan. 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 final evaluation shall be based on evidence collected in accordance with the Unit Member's Evaluation Plan.

11.2.4 Manager/Evaluator Initiated Movement between Processes

Prior to the last student day before Spring Break, a Progress Report stating area(s) of concern and support provided must be given to a unit member by the evaluator/manager before the movement may be initiated between processes.

In exceptional cases, for those who are not evaluated, a unit member may be provided a written notification of concern through a progress report, no later than 15 days prior to the last work day.

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 concern arises following the Spring Break deadline, an immediate conference will be held where the Unit Member will be given a progress report by evaluator/manager. The concern(s) noted at that time may be used for the unit member's subsequent evaluation.

If a unit member receives a final evaluation under either Process A or Process B 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 scheduled or unscheduled, 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 scheduled 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 Notes and Post Lesson Observation Form.
- 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 unscheduled 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

All Unit Members except Adult Hourly

- 11.3.1 No later than the third Friday in September, the manager/designee shall inform those unit members who are to be evaluated and notify the unit member as to the identity of his/her evaluator. 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 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

11.4.1 The evaluation objectives shall be based upon the California Standards for the Teaching Profession, but shall not be the California Standards for the Teaching Profession themselves.

11.4.2 All counselors, nurses and therapists will be evaluated pursuant to California standards for school counselors, nurses and therapists respectively. The District

agrees to provide all counselors, nurses, therapists and evaluators with the appropriate California standards to ensure common understanding and clarity.

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 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 shall be based on evidence collected in accordance with the Unit Member's Evaluation Plan, and 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 shall be based on evidence collected in accordance with the Unit Member's Evaluation Plan, and 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 Exceeds/ Meets Standards

11.7.2 Unsatisfactory

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

(a) Written notice as provided in Section 11.2.4 prior to the end of the previous school year; or

(b) 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 Teacher Support Program. 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:

- (a) To resolve complaints informally at the lowest possible level;
- (b) To expedite direct communication by the complainant to the affected unit member(s) as soon as possible; and
- (c) 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 supervisor 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 name of 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:
 - (a) Protocol for handling verbally or physically abusive students and/or parents.
 - (b) Protocol for fires, earthquakes, and other emergencies.

- (c) Protocol for alleged or known weapons on campus.
- (d) Protocol for intruders on campus.
- (e) 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 – SITE BASED EXCEPTIONS TO THE COLLECTIVE BARGAINING AGREEMENT

14.1 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.

14.2 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.

- 14.3 Upon completion of the final draft of the proposal and prior to a vote on the proposal, the following shall occur.
 - (a) 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.
 - (b) After distribution of the proposal and at least one (1) day prior to the vote, a meeting shall be held to discuss the proposal.
- 14.4 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.
- 14.5 In order to be implemented, a proposal must receive at least 70% affirmative vote of the total affected staff members.
- 14.6 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.
- 14.7 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.
- 14.8 The proposal and the ballots from the vote shall be submitted to the VEA President or designee and to the VCUSD Superintendent or designee.
- 14.9 Specifically excluded from the provisions of this Article are the Transfer and Evaluation articles, as well as this article.
- 14.10 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.
- 14.11 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 15 - Peer Assistance and Review (PAR)/TEACHER SUPPORT PROGRAM
Teacher Support Program – (August 2015 – June 2016)

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.

15.1 General Provisions

- 15.1.1 Training - VEA and the District agree to hold training sessions for all managers and VEA Reps. Members of the Teacher Support Program committee shall plan and present these trainings concurrent to the training on the evaluation process. These trainings shall be held no later than the first Friday in September of each school year.

The training shall be required for all managers and VEA site representatives. VEA Site Representatives will be trained during a scheduled VEA Site Representative meeting. If additional meetings are requested by the district and the required trainings are held beyond the VEA site representatives' regular work day or calendar, the VEA site reps shall be paid at the rate of \$40 per hour.

- 15.1.2 Site Manager Meetings - A meeting shall be held no later than the third Friday in September with the primary focus of the agenda the VEA/VCUSD Teacher Support Agreement. Principal meetings, when discussing evaluations shall include a Teacher Support presentation on the agenda. The amount of time and topic(s) to be determined by "designated spokespersons" referenced below.

- 15.1.3 VEA Meetings - Three (3) VEA Rep. Council meetings each year shall include a discussion of Teacher Support. The primary focus of the September Rep. Council meeting shall be the VEA/VCUSD Teacher Support 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.

- 15.1.4 At each site, the site manager and VEA Rep. shall jointly present no later than the first Friday in October information on the evaluation process and VEA/VCUSD Teacher Support Agreement.

15.2 Resolution of Problems and Concerns

The process outlined in Article 17: Grievances of the VEA/VCUSD Contract shall be applied.

15.3 Teacher Support Committee

The Teacher Support committee serves as the body with authority to implement and oversee the Teacher Support Program and the two (2) 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.

- 15.3.1 The Teacher Support committee shall consist of three (3) 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 Teacher Support committee member, the VEA/District alternate shall vote.

The Teacher Support Committee shall select two co-chairs, one District and one VEA chairperson to organize, set the agenda and facilitate the meeting(s). Chairperson shall have no weighted vote or discretionary authority over any member of the committee.

In the event of a split decision by the committee, the decision will be moved to a third party neutral panel for a decision. An appointed VEA representative

and an appointed District representative will work with a mediator from the State Mediation and Conciliation Service to adjudicate a final recommendation.

Terms of the Teacher Support 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 Teacher Support committee members shall be two (2) two year terms and one (1) three year terms and the terms for the District Teacher Support committee members shall be two (2) two year terms and one (1) three year term.

In the event a Teacher Support committee member resigns from the 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 Teacher Support committee shall receive an annual stipend of one thousand six hundred dollars (\$1600).

- 15.3.2 The Teacher Support committee shall determine its own meeting schedule within the following parameters.
 - 15.3.2.1 Meet at least three (3) times per year.
 - 15.3.2.2 To meet, two-thirds of the members must be present. There must be at least one member from VEA and one member from VCUSD.
 - 15.3.2.3 Meetings and/or trainings shall take place during the regular teacher workday.

15.4 Responsibilities

The Teacher Support committee shall adhere to and comply with all of the rules, regulations and guidelines of the Teacher Support Program law provided by the State as well as assume the following District responsibilities.

15.4.1 Budget

- 15.4.1.1 Review and recommend to the Board of Education all expenditures of allocated funds.

15.4.2 Select Consulting Teachers.

15.4.3 Training

- 15.4.3.1 Teacher Support committee members and Consulting Teachers shall participate in an annual training/review covering their duties and responsibilities.
- 15.4.3.2 Annually survey classroom teachers to help provide information concerning their staff development/support needs.
- 15.4.3.3 Design and plan training for the two (2) days provided in the Instructional Time and Staff Development Reform Act (commencing with Ed. Code Section 44579).

15.4.4 Communication

- 15.4.4.1 Present an annual report to the school district Governing Board regarding the Teacher Support program. This report should

include, but not be limited to, number of participants, training provided and budget expenditures.

- 15.4.4.2 Issue on-going communication to district staff regarding the implementation and progress of the Teacher Support program.
- 15.4.5 Provide written notification to each Referred Participating Teacher, Consulting Teacher and site principal of participation in the PAR program.
- 15.4.6 Designated Spokespersons - VEA and the District shall each designate two (2) individuals to be responsible for answering questions regarding Teacher Support and for planning and providing the above referenced trainings.

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

The Designated Spokespersons shall provide reports to the VCUSD Governing Board in October, January and May of each year regarding the implementation of the Teacher Support Agreement.
- 15.4.7 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.
- 15.4.8 Annually evaluate the Teacher Support program and make recommendations to VEA and District. At a minimum the evaluation shall include written surveys of all Consulting Teachers and Participating Teachers.

15.5 Consulting Teachers

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

15.5.1 The qualifications for the Consulting Teacher shall be as follows:

- 15.5.1.1 A credentialed teacher with permanent status.
- 15.5.1.2 At least five (5) years of successful teaching experience. Teaching experience shall be the most recent six (6) years preceding the current appointment as a Consulting Teacher.
- 15.5.1.3 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.
- 15.5.1.4 Strong interpersonal skills.
- 15.5.1.5 Demonstrated ability to work cooperatively and effectively with colleagues.
- 15.5.1.6 Demonstrated ability in written and oral communications.
- 15.5.1.7 Understanding of the VEA/VCUSD Agreement.

- 15.5.2 The duties of the Consulting Teachers shall include the following:
- 15.5.2.1 Must attend the Consulting Teacher training(s), workshop(s) and meeting(s).
 - 15.5.2.2 Meet with the Referred Participating Teacher to discuss the Teacher Support Program, to establish mutually agreed upon performance goals, develop the assistance plan and develop a process for determining successful completion of the Teacher Support program.
 - 15.5.2.3 Assist Referred Participating Teachers by demonstrating, observing, coaching, conferencing, referring or by other activities, which, in their professional judgment, will assist the Participating Teacher.
 - 15.5.2.4 Conduct a minimum of three (3) observations of the Referred Participating Teacher during classroom instruction, and provide specific, immediate feedback, after each observation.
 - 15.5.2.5 Document all observations, visitations, meetings and support using standardized forms developed and provided by the committee given to each Referred Participating Teacher.
 - 15.5.2.6 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).
 - 15.5.2.7 Provide notification to the committee in the event of lack of response or cooperation from the participating teacher.
 - 15.5.2.8 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).
 - 15.5.2.9 The Consulting Teacher shall submit the final report to the Teacher Support committee no later than sixty (60) calendar days prior to the last work day of the Referred Participating Teacher.
 - 15.5.2.10 Provide support and assistance for Volunteer Participating Teachers as defined in the Volunteer Participating Teacher's professional development plan.
- 15.5.3 A Consulting Teacher shall not be assigned more than one (1) Referred Participating Teacher or more than one (1) Volunteer Participating Teacher.
- 15.5.4 The term for a consulting teacher shall be three (3) years. The consulting teachers shall reapply after three (3) years. Recruitment and retention of consulting teachers will be based on program needs.

- 15.5.5 A teacher who is appointed to an administrative position shall no longer be a consulting teacher.
- 15.5.6 Consulting Teachers shall be provided release time to complete the duties listed above as approved by the Teacher Support committee.
- 15.5.7 In addition to their annual salary, Consulting Teachers shall be paid two thousand dollars (\$2000) for working with a Referred Participating Teacher and one thousand five hundred dollars (\$1500) for working with a Volunteer Participating Teacher. Unit members who are selected as Consulting Teachers shall be paid four hundred dollars (\$400) 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 four hundred dollars (\$400) stipend shall be applied towards the \$2000/\$1500 stipend.
- 15.5.8 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.

15.6 Consulting Teacher Application Process

- 15.6.1 On an annual basis the Joint Committee shall determine the number of Consulting Teachers needed to implement the Teacher Support Program. In determining the number of Consulting Teachers to be available, the Joint Committee shall consider the following:
 - 15.6.1.1 Projected number of Referred Participating Teachers.
 - 15.6.1.2 Projected number of Volunteer Participating Teachers.
 - 15.6.1.3 Consulting Teachers from various grade levels and subject areas.
- 15.6.2 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.
- 15.6.3 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 3.1 above. The references shall be from:

- 15.6.3.1 A certificated administrator with current, direct knowledge of the applicant's qualifications.
- 15.6.3.2 An Association representative.
- 15.6.3.3 A classroom teacher from the applicant's school site.

All applications and references shall be treated with confidentiality.

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

15.6.4.1 A classroom observation of the candidate by two (2) members of the Joint Committee. The classroom observation shall be no less than thirty (30) 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.

15.6.4.2 An interview with the Joint Committee.

15.6.5 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.

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

15.7 Referred Participating Teachers

15.7.1 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.

15.7.2 The Referred Participating Teacher shall select his/her Consulting Teacher from the panel of Consulting Teachers provided by the Teacher Support committee. Selection must be made no later than the 3rd Friday in September. If a Consulting Teacher has not been selected, the committee shall appoint one for the referred participating teacher.

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 with approval from the Teacher Support committee.

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.

Failure to comply with the provisions noted in the section above shall result in a meeting with the VCUSD Human Resources Director, the VEA President and consulting teacher or a member of the Teacher Support committee.

- 15.7.3 Participation in or the results of the Teacher Support 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.

- 15.7.4 No later than October 15th (Ref: Article 11, Section 2.2-3 for timeline and intent) 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

- 15.7.5 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.

- 15.7.6 The report from the Referred Participating Teacher's participation in the Teacher Support Program shall be made available for placement in his/her personnel file and may be used in the evaluation of the Referred Participating Teacher.

15.8 Movement from Process B to A

In the event that a unit member has received notice that he/she is being moved from process B to A as defined in Article 11.2.4 the unit member shall have the option to participate in the Teacher Support program as a Referred Participating Teacher.

A list of all unit members who have been moved from process B to A shall be sent to the Teacher Support committee no later than September 1st. These unit members shall attend an informational meeting about the Teacher Support program which will outline the additional help and resources that will be made available if they choose to participate in the Teacher Support program.

Unit members moved from process B to A and who choose not to be a Referred Participating teacher in the Teacher Support program shall sign a waiver in which they acknowledge turning down additional support and resources from the Teacher Support program.

15.9 Volunteer Participating Teachers

A Volunteer Participating Teacher is a teacher with permanent status who volunteers to participate in the Teacher Support program. The purpose of the participation in the Teacher Support 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.

15.9.1 The Volunteer Participating Teacher shall submit a professional development plan to the Teacher Support Committee no later than June 1, or as otherwise determined and announced by the Teacher Support Committee, for implementation in the following school year.

15.9.1.1 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.

15.9.1.2 The professional development plan shall include classroom observations, coaching, and/or conferencing conducted by a Consulting Teacher.

15.9.1.3 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.

15.9.2 The Volunteer Participating Teacher may terminate his/her participation in the Teacher Support program at any time. If the Volunteer Participating Teacher terminates his/her participation in the Teacher Support 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.

15.9.3 After the Teacher Support 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 Teacher Support 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.

15.9.4 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.

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

15.9.6 Volunteer Participating Teachers shall be paid a stipend not greater than one thousand dollars (\$1000) or up to 15 units towards the salary schedule as determined by the Teacher Support committee. The amount of the stipend or units shall be based on approval from the Professional Growth and Classroom Teacher Instructional improvement committee (Article 3.14) and

shall be paid to the teacher upon successful completion of the professional development plan as determined by the Teacher Support committee.

15.10 Miscellaneous Provisions

- 15.10.1 All proceedings and materials related to evaluations, reports and other personnel matters shall be strictly confidential. Therefore, Teacher Support Committee members and Consulting Teachers may disclose such information only as necessary to administer this Article.
- 15.10.2 Unit members who perform functions as Consulting Teachers or as Teacher Support 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.
- 15.10.3 Functions performed pursuant to this Article by VEA unit members shall not constitute either management or supervisory functions. The VEA members of the Teacher Support Committee and Consulting Teachers shall continue all rights of VEA unit members.
- 15.10.4 The Teacher Support Committee shall be provided with a budget report of allocated funds three (3) times a year.

ARTICLE 16 - ORGANIZATIONAL SECURITY

- 16.1 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.
- 16.2 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.
- 16.3 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.

- 16.4 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.
- 16.5 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.
- 16.6 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 17 - GRIEVANCE PROCEDURE (ALL UNIT MEMBERS)

- 17.1 **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.
- 17.2 **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.
- 17.3 **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.

17.4 **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.

17.5 **Level III - Grievance Panel** - If the parties are unable to reach a mutually satisfactory accord in Level II on any grievance, that arises and is presented during the term of this Agreement, either party shall have fifteen (15) working days to request, in writing, that the grievance be scheduled for a Grievance Panel.

The Grievance Panel will be convened within thirty (30) working days of receipt of the timely request for a Grievance Panel. The Grievance Panel shall be comprised of a mediator from the State Mediation and Conciliation Service, one (1) Union representative and one (1) representative of the District. The representatives from the respective groups (VEA & District) will not have any direct connection with the grievance. In addition, the grievance shall be presented by representatives other than the panel members.

The proceedings of the Grievance Panel shall remain confidential. The Grievance Panel's decision shall neither be made public nor be introduced into any other grievance level by either party.

The decision of the Grievance Panel shall be rendered by the members of the panel at the conclusion of the mediation session. The decision shall be provided in written form within two (2) days. The decision of the Grievance Panel shall be advisory only.

17.6 **Level IV** - Should the grievant and/or the Association not accept the Level III decision, or if no decision is rendered within the time provided in Section 17.2.2, the Association may submit the grievance to binding arbitration. The submission decision must be made within twenty (20) days after service of the Level III 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.

17.6.1 **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 nor did 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 provide 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.

- 17.6.2 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 18 - FULL RETIREMENT CREDIT FOR TEACHING (Unit members excluding non-tenured adult hourly certificated)

- 18.1 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:
- 18.1.1 The unit member must have reached age 55 before the beginning of the school year in which part-time work starts.
 - 18.1.2 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.
 - 18.1.3 Minimum part-time employment shall be equal to one-half of the number of days his Notice of Employment required of him during his final year in a full-time position.
 - 18.1.4 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.
 - 18.1.5 The STRS member and the employing District must submit contributions based on the amount employee would have earned working on a full-time basis.
 - 18.1.6 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.
 - 18.1.7 The unit member shall receive health and welfare benefits in the same manner as a full-time unit member as provided in this agreement.
- 18.2 **Implementation**
- 18.2.1 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.
 - 18.2.2 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.
 - 18.2.3 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 19 – DUE PROCESS

19.1 Just Cause/Due Process

19.1.1 The District may discipline a unit member only for just cause. Discipline shall include warnings, reprimands, or suspensions without pay for less than ten (10) working days. Nothing in this Article shall apply to procedures set forth in the Education Code, including but not limited to Education Code Sections 44932, 44938, 44939, and/or the non-reelection of temporary or probationary unit members.

19.1.2 The following just cause guidelines shall be recognized:

- a. The unit member should be informed of the consequences of his/her conduct.
- b. Contract stipulations, VCUSD regulations, Education Code, and state law shall be the basis for disciplinary action.
- c. A thorough investigation should reveal the necessity for disciplinary action.
- d. A fair investigation should include an opportunity for the unit member to state their point of view.
- e. Rules, orders, and penalties should be applied fairly and equitably.
- f. Disciplinary action should be appropriate and reasonably related to the nature of the offense.

19.2 Right to Representation

19.2.1 Each unit member is guaranteed his/her right to representation through the Association.

19.2.2 A unit member is entitled to have present an Association representative when being formally reprimanded. When request for such representation is made, the formal reprimand shall not be discussed until the unit member has the opportunity to have an Association representative present.

19.2.3 A unit member shall also be entitled to have present at meetings an Association Representative when the unit member has specific reason based on prior communications to believe that the meeting is intended for verbal reprimand.

19.2.4 Where the member during the course of the conference has a reasonable belief that discipline may arise from the discussion, he/she may request to have an Association Representative present and the request will be accommodated.

19.2.5 In circumstances where rights to representation exist, an employee does not commit insubordination by refusing to participate in a meeting without a representative present.

19.2.6 A unit member may attach his/her own statement to any documentation in the Progressive Disciplinary Process.

19.3 Progressive Discipline

The following progressive discipline procedures will be applied by the immediate supervisor at the site or department level except where the serious nature of the offense may require the District to directly impose a written warning, written reprimand, or suspension without pay.

19.3.1 Verbal Counseling/Warning

The District shall first issue a verbal counseling/warning before imposing further discipline. Verbal counseling/warning may result in a post-conference summary memorandum. Post-conference summary memorandum will not be placed in the unit member's Personnel File, but may be attached to a subsequent Letter or Warning and/or Letter of Reprimand and included in the Personnel File.

19.3.2 Written Warning

Subject to 19.2.1 above, written warnings will not be used unless the unit member has been verbally warned about similar actions within the last three (3) years. A Written Warning will not be placed in the unit member's Personnel File at the time of delivery, but may be attached to a subsequent Letter of Reprimand and included in the Personnel File.

19.3.3 Written Reprimand

Subject to 19.2.1 above, written reprimands will not be used unless the unit member has received a written warning about similar actions within the last three (3) years. The unit member will be provided with a copy of the reprimand and a copy will be placed in the unit member's Personnel File. The unit member may attach a written response in a timely manner. Written Reprimands shall be grievable when not brought to the attention of the unit member in a timely manner and/or violates section 19.1. Written reprimands shall be based upon verified data.

19.3.4 Suspension without Pay

19.3.4.1 Subject to 19.2.1 above, suspensions will not be used unless the unit member has received a written reprimand about similar and separate actions within the last three (3) years. No unit member will be suspended more than ten (10) working days during a school year. In all instances, however, the length of a suspension will relate to the severity of the action.

19.4 Notice

Notice of suspension will be made in writing and served in person or by certified mail upon the unit member by the superintendent or designee no less than three (3) days prior to the imposition of suspension. A copy will be concurrently provided to the Association president. The notice of suspension will contain:

19.4.1 A statement of the specific acts or omissions upon which the action is based.

19.4.2 A statement of the cause(s) for which action is recommended;

19.4.3 Where applicable, the Education Code section, policy, rule regulation, or directive violated;

19.4.4 Penalty proposed and effective date;

19.4.5 Copies of the documentary evidence upon which the recommendation is based;

19.4.6 A statement of the unit member's right to challenge the proposed action by requesting a hearing pursuant to the arbitration procedures of Article 17: Grievance procedure of this Agreement subject to 19.6 below.

19.5 Administrative Leave

In the event a unit member is placed on administrative leave without advance notice, a notice providing the reason for the District's action will be sent to the unit member's last known address within three (3) days of the unit member's removal from the position, with a copy concurrently provided to the Association president.

19.6 Arbitration

Only suspension without pay (Article 19.3.4) and the exception cited in Article 19.3.3 above may be appealed to arbitration under the grievance procedure in Article 17: (Grievance Procedure) of the Agreement commencing with Section 17 (Grievance Panel). If timely appealed, the penalty will not be applied until the grievance panel and arbitrator's decision (if subsequently appealed to arbitration) is rendered, except for just cause necessitating the immediate removal of the unit member from the worksite. At arbitration, the just cause for earlier discipline may be determined by the arbitrator.

19.7 Confidentiality

The District shall notify the Association concurrently with notification to the unit member of any disciplinary action taken beyond Verbal or Written Warning. Otherwise, all information and/or proceedings regarding any actions or proposed actions shall be kept confidential by the District.

ARTICLE 20 - EFFECT OF AGREEMENT (All unit members)

- 20.1 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.
- 20.2 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.
- 20.3 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.
- 20.4 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.

- 20.5 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 21 - UNIT JOB DESCRIPTIONS

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

Information Technology Teacher-Coordinator
Teacher on Special Assignment
Academy Leads
Department Chairs
Work-Based Learning Teacher
Elementary Technology Support Teacher
High School Academy Counselor
Counselors
Project Restore Social Worker
Common Core Teacher Leader
Wall to Wall Teacher Leader
Teacher Leader
STEAM Teacher Leaders
STEAM Coordinator
STEAM Instructional Coach

Nurses - School Nurse Job Description:

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.

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 (Ed. 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.

ARTICLE 22 - SCHOOL CLOSURE/PROGRAM ELIMINATION

1. (a) When a school is closed or a program eliminated, the employee in this classification shall have priority status relative to any and all vacancies in the District for which they are qualified as cited in Article 8.1.5. A vacant position for this purpose includes any position held by a temporary teacher, as well as openings caused by retirements, resignations, releases, moves or separations.
 - (b) Teachers (permanent and probationary) displaced from the closing schools/eliminated programs will be asked to fill out a form to indicate their preference(s) regarding the school site(s) and grade level(s) to which they would like to be transferred next academic year.
 - (c) Based on this form, the District will make every attempt to place these teachers at their preferred school(s) in a vacant position for which they are qualified, as cited in Article 8.1.5.
 - (d) If an opening occurs as a result of school closure/program elimination, principals at the designated receiving school(s) will not reassign current teachers in their schools until the transferring teachers from the closing schools/eliminated programs have been transferred to the school of their choice where the vacancies exist. If openings occur for reasons other than school closure/program elimination, the principal may reassign teachers at their site before assigning displaced teachers.
2. If two teachers are equally qualified as defined in 8.1.2.2, the position shall be given to the teacher with the greatest seniority.
 3. Redistribution of materials shall be as follows:
 - (a) Equipment and classroom materials that are the personal property of the unit member shall remain with the unit member.
 - (b) Any equipment and material purchased through a grant authored by the unit member shall remain with the unit member.
 - (c) All other equipment and material shall be distributed based upon the distribution of students of the closed school/eliminated program.
 4. If the decision to close a school/eliminate a program occurs after March 1, the annual transfer and reassignment timeline will be extended by 15 working days beyond the April 15 deadline or the date the decision to close a school or eliminate a program is made, whichever is later.

ARTICLE 23: DISTRICT RIGHTS

- 23.1 It is agreed that the District retains all of its powers of direction, management and control provided by law. Included in these District powers provided by law and consistent with this Agreement and applicable state and federal law are the exclusive rights to:
- 23.1.1 Determine its organization.
 - 23.1.2 Direct the work of its employees.
 - 23.1.3 Determine the hours of District operation.
 - 23.1.4 Determine the kinds and levels of services to be provided, as well as the methods and means of providing them.
 - 23.1.5 Establish its education policies, goals and objectives.
 - 23.1.6 Ensure the rights and educational opportunities of students.
 - 23.1.7 Determine staffing patterns.
 - 23.1.8 Determine the number and kinds of personnel required.
 - 23.1.9 Hiring and promoting of employees.
 - 23.1.10 Maintain the efficiency of District operations.
 - 23.1.11 Determine District curriculum.
 - 23.1.12 Design, build, move or modify facilities
 - 23.1.13 Establish budget procedures and determine budgetary allocation.
 - 23.1.14 Determine the methods of raising revenue.
 - 23.1.15 Take reasonable action on any matter in the event of emergency.
- 23.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall not be arbitrary and capricious and shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms conform with law.
- 23.3 The District retains its rights to temporarily amend, modify or rescind polices or practices referred to in this Agreement as required in cases of emergency. However, prior to any declaration of emergency, the District shall consult with the Association President or designee. Emergencies shall not be declared capriciously, arbitrarily, or in retaliation for the exercise of employee rights.

ARTICLE 24 - DURATION OF AGREEMENT

The District and VEA agree to a three year collective bargaining agreement.

The District and VEA agree that negotiated agreements of the parties shall be effective upon ratification by the bargaining unit members and the District Governing Board after the required notification of the Solano County Superintendent of Schools and the California Department of Education

ARTICLE 25 – 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.

APPENDICES

Appendix A – Salary Schedules

Appendix B – Contract Work Years

Appendix C – Attachment 1(a) Domestic Partnership

Appendix D– Attachment 1(a) Statement of Termination of Domestic Partnership

Appendix E – Evaluation Forms & the California Teaching Standards

Attachment (a): Evaluation Plan

Attachment (b): Observation Notes

Attachment (c): Post Lesson Observation Form

Attachment (d): Final Evaluation Report

Attachment (e): Progress Report 1

Attachment (f): Progress Report 2

Attachment (g): California Standards for the Teacher Profession (CSTP) (2009)

Attachment (h): School Nurse Program Standards (2017)

Attachment (i): Pupil Personnel Service Program Standards (Counselors) (2017)

Appendix F – Memorandum of Understanding – Minimum Days

Appendix G – Memorandum of Understanding – Additional Earnings .2

Appendix A

Salary Schedules

**VALLEJO CITY UNIFIED SCHOOL DISTRICT
CERTIFICATED EMPLOYEE SALARY SCHEDULE
2019 - 2020**

	1A without cred	1B with cred	2A without cred	2B with cred	3A without cred	3B with cred	4A without cred	4B with cred	5A without cred	5B with cred	6A without cred	6B with cred
1	47,745	50,136	47,836	50,261	47,964	50,384	48,072	50,507	49,129	50,633	50,854	50,953
2	47,836	50,261	47,964	50,384	48,072	50,507	49,476	50,633	51,202	51,277	52,925	52,925
3	47,964	50,384	48,095	50,507	49,820	50,633	51,546	51,595	53,271	53,271	54,992	54,992
4	48,072	50,507	50,166	50,633	51,890	51,908	53,615	53,615	55,342	55,342	57,063	57,063
5	48,784	50,633	52,234	52,234	53,961	53,961	55,684	55,684	57,411	57,411	59,135	59,135
6	50,854	52,682	54,307	54,307	56,031	56,031	57,755	57,755	59,480	59,480	61,205	61,205
7	52,925	52,925	56,373	56,373	58,098	58,098	59,826	59,826	61,550	61,550	63,274	63,274
8	54,992	54,992	58,445	58,445	60,169	60,169	61,896	61,896	63,618	63,618	65,342	65,342
9			60,515	60,515	62,235	62,235	63,965	63,965	65,689	65,689	67,413	67,413
10					64,305	64,305	66,031	66,031	67,760	67,760	69,482	69,482
11							68,103	68,103	69,828	69,828	71,552	71,552
12									71,898	71,898	73,625	73,625
13											75,693	75,693
14											77,761	77,761
15											79,831	79,831
16											81,901	81,901
17											83,970	83,970
18											86,038	86,038

In the event of an LCFF reduction, the district may be required to reduce days in whole or in part.
 Certificated employees with a Master's Degree or a Second REQUIRED Credential will receive an additional \$1,070 annually.
 An additional \$1,070 will be paid annually for a Doctorate Degree.

	Bachelor's Degree	Additional Units	ADDITIONAL UNIT CATEGORIES	
			College/University Upper Division (Min.)	Dist. Professional Growth (MAX)
Column 1	YES			
Column 2	YES	15	5	10
Column 3	YES	30	10	20
Column 4	YES	45	15	30
Column 5	YES	60	20	40
Column 6	YES	75	25	50

Current VCUSD Employees

The chart below shows the salary placements based on the new salary schedule.

Old Sched.	Step	New Step
14-15	14	14
14-15	15	15
16-17	16	15
16-17	17	16
18-19	18	16
18-19	19	17
20-22	20	17
20-22	21	18
20-22	22	18
23	23	18

SCHEDULE A

(Salary Schedule CCERT) TO REFLECT INCREASE IN DAYS FROM
 183 TO 187 EFF. 7/1/2017

SC/HR 6/28/18

**VALLEJO CITY UNIFIED SCHOOL DISTRICT
 CERTIFICATED HOURLY SALARY SCHEDULE
 REGIONAL EDUCATION CENTER
 TEACHER SALARY SCHEDULE
 2019 - 2020**

	COLUMN I	COLUMN II
ROW 1	33.09	34.74
3	34.74	36.48
5	36.48	38.30
7	38.30	40.20
9	40.20	42.20
11	42.20	44.36

COLUMN I Bachelor's Degree or appropriate credential.

COLUMN II Bachelor's Degree or appropriate credential, plus 30 units (of which at least 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.

In the event of an LCFF reduction, the district may be required to reduce days in whole or in part. Adult hourly employees with a Master's Degree will be paid an additional \$0.96 per hour. An additional \$0.97 per hour will be paid for a doctorate degree.

SCHEDULE C

**VALLEJO CITY UNIFIED SCHOOL DISTRICT
 CERTIFICATED HOURLY SALARY SCHEDULE
 REGIONAL EDUCATION CENTER
 TEACHER SALARY SCHEDULE
 2019 - 2020**

	COLUMN I	COLUMN II
ROW 1	33.09	34.74
3	34.74	36.48
5	36.48	38.30
7	38.30	40.20
9	40.20	42.20
11	42.20	44.36

COLUMN I Bachelor's Degree or appropriate credential.

COLUMN II Bachelor's Degree or appropriate credential, plus 30 units (of which at least 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.

In the event of an LCFF reduction, the district may be required to reduce days in whole or in part. Adult hourly employees with a Master's Degree will be paid an additional \$0.96 per hour. An additional \$0.97 per hour will be paid for a doctorate degree.

SCHEDULE C

**VALLEJO CITY UNIFIED SCHOOL DISTRICT
CHILD DEVELOPMENT PROGRAM
TEACHER SALARY SCHEDULE
2019 - 2020**

CALENDAR

State Preschool Teacher	183 Days
School-Age Parenting & Infant Development Teacher	187 Days
General Child Care Teacher	224 Days
Full Day State Preschool Teacher	224 Days

COLUMN

ROW	I	II	III	IV	V	VI
1	107.43	110.64	113.94	117.38	120.90	124.52
2	111.71	115.06	118.49	122.07	125.74	129.50
3	116.18	119.69	123.26	126.95	130.77	134.69
4	120.82	124.45	128.18	132.05	136.00	140.10
5	125.65	129.44	133.31	137.32	141.43	145.70
6	130.69	134.58	138.65	142.79	147.10	151.49
7	135.92	140.02	144.21	148.53	152.97	157.55
8			149.96	154.47	159.08	163.85
9						170.40

In the event of an LCFF reduction, the district may be required to reduce days in whole or in part. 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 **\$551.30 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.

**VALLEJO CITY UNIFIED SCHOOL DISTRICT
CERTIFICATED EMPLOYEE SALARY SCHEDULE
COUNSELORS
2019 - 2020**

	1A without cred	1B with cred	2A without cred	2B with cred	3A without cred	3B with cred	4A without cred	4B with cred	5A without cred	5B with cred	6A without cred	6B with cred
1	50,299	52,818	50,394	52,948	50,530	53,078	50,642	53,207	51,757	53,338	53,573	53,678
2	50,394	52,948	50,530	53,078	50,642	53,207	52,122	53,341	53,941	54,019	55,755	55,755
3	50,530	53,078	50,667	53,207	52,485	53,341	54,303	54,353	56,119	56,119	57,934	57,934
4	50,642	53,207	52,848	53,341	54,665	54,683	56,483	56,483	58,301	58,301	60,115	60,115
5	51,392	53,417	55,027	55,027	56,846	56,846	58,661	58,661	60,480	60,480	62,295	62,295
6	53,573	55,500	57,211	57,211	59,026	59,026	60,844	60,844	62,661	62,661	64,477	64,477
7	55,755	55,755	59,388	59,388	61,205	61,205	63,025	63,025	64,841	64,841	66,657	66,657
8	57,934	57,934	61,570	61,570	63,387	63,387	65,206	65,206	67,021	67,021	68,837	68,837
9			63,751	63,751	65,565	65,565	67,386	67,386	69,202	69,202	71,019	71,019
10					67,743	67,743	69,562	69,562	71,384	71,384	73,199	73,199
11							71,745	71,745	73,561	73,561	75,377	75,377
12									75,742	75,742	77,561	77,561
13											79,741	79,741
14											81,919	81,919
15											84,101	84,101
16											86,281	86,281
17											88,461	88,461
18											90,639	90,639

Certificated employees with a Master's Degree or a Second REQUIRED Credential will receive an additional \$1,070 annually.

An additional \$1,070 will be paid annually for a Doctorate Degree.

	Bachelor's Degree	Additional Units	ADDITIONAL UNIT CATEGORIES	
			College/University Upper Division (Min.)	Dist. Professional Growth (MAX)
Column 1	YES			
Column 2	YES	15	5	10
Column 3	YES	30	10	20
Column 4	YES	45	15	30
Column 5	YES	60	20	40
Column 6	YES	75	25	50

Current VCUSD Employees

The chart below shows the salary placements based on the new salary schedule.

Old Sched.	Step	New Step
14-15	14	14
14-15	15	15
16-17	16	15
16-17	17	16
18-19	18	16
18-19	19	17
20-22	20	17
20-22	21	18
20-22	22	18
23	23	18

Appendix B

Contract Work Years

2018-2019 CALENDAR

Teacher/Student Calendar - All K-12 Schools

JULY

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

AUGUST

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

10

SEPTEMBER

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

19

OCTOBER

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

23

NOVEMBER

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

16

DECEMBER

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

15

JANUARY

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

18

FEBRUARY

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

18

MARCH

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

16

APRIL

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

16

MAY


S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

21

JUNE

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

8

-  First Student Day
-  Last Student Day
-  Students in School
-  TK-12 No School -Students & Teachers
-  Legal Holiday
-  Non Student Day
-  Professional Development Day

Semester 1 ends December 21

Semester 2 ends June 12

180 Student Days

183 Teacher Days

4 Teacher Professional Development Days

2019-2020 CALENDAR

Teacher/Student Calendar - All K-12 Schools

JULY

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

AUGUST

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

10

SEPTEMBER

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

20

OCTOBER

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

23

NOVEMBER

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

15

DECEMBER

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

15

JANUARY

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

19

FEBRUARY

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

18

MARCH

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

20

APRIL

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

13

MAY

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

31 19

JUNE

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

8

-  First Student Day
-  Last Student Day
-  Students in School
-  TK-12 No School -Students & Teachers
-  Legal Holiday
-  Non Student Day
-  Professional Development Day

Semester 1 ends December 20

Semester 2 ends June 10

180 Student Days

183 Teacher Days

4 Teacher Professional Development Days

Appendix C

Domestic Partnership

ATTACHMENT 1a – DOMESTIC PARTNERSHIP

VALLEJO CITY UNIFIED SCHOOL DISTRICT
Affidavit of Domestic Partnership

A. DECLARATION:

We, _____ and _____,
each
(Employee print name) (Domestic Partner print name)

certify and declare that we 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:

4. 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.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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

Appendix D
Statement of Termination
of Domestic Partnership

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
(Domestic Partner Print Name)

of _____. 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
_____.
(Date)

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

Appendix E

Evaluation Forms

Unit Member:
School Year:

Process A B (Check one)
Assignment:

School:
Evaluator:

Vallejo City Unified School District
Evaluation Plan

Self-assessment/reflection completed: yes no

Evaluations are based on all California Standards for the Teaching Profession.

California Standards for the Teaching Profession

Check your CSTP of focus:

- Standard 1: Engaging and supporting all students in learning
- Standard 2: Creating and maintaining effective environments for student learning
- Standard 3: Understanding and organizing subject matter for student learning
- Standard 4: Planning instruction and designing learning experiences for all students
- Standard 5: Assessing students for learning
- Standard 6: Developing as an educator

Develop a detailed plan for your CSTP of focus.

OBJECTIVE# ____ **of** ____

CSTP Standard # ____ **Key Element:** ____

Student progress goal: _____

Action Steps

OBJECTIVE# ____ **of** ____

CSTP Standard # ____ **Key Element:** ____

Student progress goal: _____

Action Steps

Unit Member:
School Year:

Process A B (Check one)
Assignment:

School:
Evaluator:

Vallejo City Unified School District
Evaluation Plan

Self-assessment/reflection completed: yes no

Evaluations are based on all California Standards for the Teaching Profession.

California Standards for the Teaching Profession

Check your CSTP of focus:

- Standard 1: Engaging and supporting all students in learning
- Standard 2: Creating and maintaining effective environments for student learning
- Standard 3: Understanding and organizing subject matter for student learning
- Standard 4: Planning instruction and designing learning experiences for all students
- Standard 5: Assessing students for learning
- Standard 6: Developing as an educator

Develop a detailed plan for your CSTP of focus.

OBJECTIVE# ____ **of** ____

CSTP Standard # ____ **Key Element:** ____

Student progress goal: _____

Action Steps

OBJECTIVE# ____ **of** ____

CSTP Standard # ____ **Key Element:** ____

Student progress goal: _____

Action Steps

Unit Member:
School Year:

Process A B (Check one)
Assignment:

School:
Evaluator:

Evaluation Plan

Date of final evaluation conference:

Formative (<i>Ongoing</i>) Evidence Used:	Summary of Evidence
<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Teacher Action Plan <input type="checkbox"/> Instructional Logs <input type="checkbox"/> Lesson Plans <input type="checkbox"/> Analysis of Student Work <input checked="" type="checkbox"/> Observation –Scheduled/Unscheduled <input checked="" type="checkbox"/> Post-Observation Dialogues <input type="checkbox"/> Teacher portfolio <input type="checkbox"/> Student portfolios <input type="checkbox"/> Evidence of Teacher Use of Student Data <input type="checkbox"/> Professional Development Log <input type="checkbox"/> _____ <input type="checkbox"/> _____ 	
Summative (<i>Cumulative</i>) Evidence Used:	Summary of Evidence
<ul style="list-style-type: none"> <input type="checkbox"/> Final Portfolio <input type="checkbox"/> Teacher Reflection on Student Learning <input checked="" type="checkbox"/> Teacher Action Plan Implementation/Results <input checked="" type="checkbox"/> Observations – Scheduled/Unscheduled <input checked="" type="checkbox"/> Monitoring of Student progress on Formative and summative assessments Please check the items that will be used: <ul style="list-style-type: none"> <input type="checkbox"/> Curriculum based assessments <input type="checkbox"/> Research based assessment: _____ <input type="checkbox"/> Progress monitoring assessment tool: _____ <input type="checkbox"/> District assessments <input type="checkbox"/> Teacher created test <input type="checkbox"/> Student work portfolio <input type="checkbox"/> Daily student work samples <input type="checkbox"/> _____ <input type="checkbox"/> _____ 	

Indicates mandatory evidence

Indicates agreed upon evidence

Signature indicates agreement on the evaluation plan objective(s).

Unit Member's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

Unit member status: ___ Probationary1 ___ Probationary 2 ___ Permanent ___ Temporary ___ Other Revised 4.24.14

Unit Member:
School Year:

Process A B (Check one)
Assignment:

School:
Evaluator:

Observation Notes

Date of observation:

Date of Post-observation conference:

Observation starting time:

Observation ending time:

- Scheduled observation
- Unscheduled observation

Instructional objective:

Student learning goal for lesson:

Unit Member:
School Year:

Process A B (Check one)
Assignment:

School:
Evaluator:

Post Lesson Observation Form

Instructional Objective:

Student Learning Goal/Objective:

Evaluator's comments:

What evidence demonstrates progress towards mastery of the stated instructional objective?

What could the unit member do to improve his/her instructional practice relative to the stated objective?

Unit member's self-assessment attached

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: _____

Unit member status: ___ Probationary 1 ___ Probationary 2 ___ Permanent ___ Temporary ___ Other

Revised 4.24.14

Unit Member:
School Year:

Process A B (Check one)
Assignment:

School:
Evaluator:

Final Evaluation Report

Date of final evaluation conference:

Formative (<i>Ongoing</i>) Evidence Used:	Summary of Evidence
<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Teacher Action Plan <input type="checkbox"/> Instructional Logs <input type="checkbox"/> Lesson Plans <input type="checkbox"/> Analysis of Student Work <input checked="" type="checkbox"/> Observation –Scheduled/Unscheduled <input checked="" type="checkbox"/> Post-Observation Dialogues <input type="checkbox"/> Teacher portfolio <input type="checkbox"/> Student portfolios <input type="checkbox"/> Evidence of Teacher Use of Student Data <input type="checkbox"/> Professional Development Log <input type="checkbox"/> _____ <input type="checkbox"/> _____ 	
Summative (<i>Cumulative</i>) Evidence Used:	Summary of Evidence
<ul style="list-style-type: none"> <input type="checkbox"/> Final Portfolio <input type="checkbox"/> Teacher Reflection on Student Learning <input checked="" type="checkbox"/> Teacher Action Plan Implementation/Results <input checked="" type="checkbox"/> Observations – Scheduled/Unscheduled <input checked="" type="checkbox"/> Monitoring of Student progress on formative and summative assessments Please check the items that will be used: <ul style="list-style-type: none"> <input type="checkbox"/> Curriculum based assessments <input type="checkbox"/> Research based assessment: _____ <input type="checkbox"/> Progress monitoring assessment tool: _____ <input type="checkbox"/> District assessments <input type="checkbox"/> Teacher created test <input type="checkbox"/> Student work portfolio <input type="checkbox"/> Daily student work samples <input type="checkbox"/> _____ <input type="checkbox"/> _____ 	

Indicates mandatory evidence

Indicates agreed upon evidence

Unit member status: ___ Probationary1 ___ Probationary 2 ___ Permanent ___ Temporary ___ Other

Revised 4.24.14

Unit Member:
School Year:

Process A B (Check one)
Assignment:

School:
Evaluator:

Final Evaluation Report

OBJECTIVE# of
CSTP Standard # Key Element:

Student progress goal:

Student progress goal met:

Yes

No

Details:

Action Steps Completed

OBJECTIVE# of
CSTP Standard # Key Element:

Student progress goal:

Student progress goal met:

Yes

No

Details:

Action Steps Completed

Unit Member:
School Year:

Process A B (Check one)
Assignment:

School:
Evaluator:

California Teaching Standards Rating (Based on ratings given on Progress Report 1 and/or 2):

Standard 1: Engaging and supporting all students in learning

- Area of Concern
Please specify:

Standard 2: Creating and maintaining effective environments for student learning

- Area of Concern
Please specify:

Standard 3: Understanding and organizing subject matter for student learning

- Area of Concern
Please specify:

Standard 4: Planning instruction and designing learning experiences for all students

- Area of Concern
Please specify:

Standard 5: Assessing students for learning

- Area of Concern
Please specify:

Standard 6: Developing as an educator

- Area of Concern
Please specify:

Final Evaluation Summary:

Overall Rating:

- Exceeds/Meets Standards
 Unsatisfactory

Next Steps:

Continue to Process _____

Next evaluation in year _____

Evaluator's Signature: _____ Date: _____

Unit Member's Signature: _____ Date: _____

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

Unit member status: ___ Probationary1 ___ Probationary 2 ___ Permanent ___ Temporary ___ Other

Revised 4.24.14

Unit Member:
School Year:

Process A B (Check one)
Assignment:

School:
Evaluator:

Progress Report 1

(Must be completed by December 15)

Complete for unit member currently under evaluation

Current progress on evaluation objective:

Objective 1:

Currently the unit member:

- Progressing toward stated objective
- Area of concern

Objective 2:

Currently the unit member:

- Progressing toward stated objective
- Area of concern

Additional Area(s) of Concern:

- Standard 1: Engaging and supporting all students in learning
- Standard 2: Creating and maintaining effective environments for student learning
- Standard 3: Understanding and organizing subject matter for student learning
- Standard 4: Planning instruction and designing learning experiences for all students
- Standard 5: Assessing students for learning
- Standard 6: Developing as an educator
- No additional area(s) of concern at this time.

Please specify concern.

Steps needed for improvement in area of concern:

Support options may include:

- Peer coaching
- Professional development classes
- Teaching Institute
- Teacher Support Program
- Collaboration with peers
- CTA/VEA/NEA support
- Other _____

Summary of meeting:

Lack of progress in stated objective(s) and/or area(s) of concern will result in change of evaluation status.

Evaluator's Signature: _____ Date: _____

Unit Member's Signature: _____ Date: _____

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 status: ___ Probationary1 ___ Probationary 2 ___ Permanent ___ Temporary ___ Other

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Unit Member:
School Year:

Process A B (Check one)
Assignment:

School:
Evaluator:

Progress Report 2

Date: _____ (Must be completed prior to the last student day in March)

Complete for unit member currently under evaluation

Current progress on evaluation objective:

Objective 1:

- Progressing toward stated objective
- Area of concern

Objective 2:

- Progressing toward stated objective
- Area of concern

Additional Area(s) of Concern:

- Standard 1: Engaging and supporting all students in learning
- Standard 2: Creating and maintaining effective environments for student learning
- Standard 3: Understanding and organizing subject matter for student learning
- Standard 4: Planning instruction and designing learning experiences for all students
- Standard 5: Assessing students for learning
- Standard 6: Developing as an educator
- No additional area(s) of concern at this time.

Please specify concern.

Steps needed for improvement in area of concern:

Support options include:

- Peer coaching
- Professional development classes
- Teaching Institute
- Teacher Support Program
- Collaboration with peers
- CTA/VEA/NEA support
- Other _____

Summary of meeting:

Lack of progress in stated objective(s) and/or area(s) of concern will result in change of evaluation status.

Evaluator's Signature: _____ Date: _____

Unit Member's Signature: _____ Date: _____

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 status: ___ Probationary 1 ___ Probationary 2 ___ Permanent ___ Temporary ___ Other

Revised 4.24.14

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California Standards for the Teaching Profession (CSTP) (2009)

**Commission on Teacher Credentialing
October 2009**



Commission on Teacher Credentialing

State of California Arnold Schwarzenegger, Governor

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Margaret Gaston, Vice Chair	Public Representative
Constance Baumgardt Blackburn	Teacher Representative
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Tine Sloan	University of California
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Executive Officer

Dale A. Janssen	Executive Director
-----------------	--------------------



California Standards for the Teaching Profession Advisory Panel (2008-09)

Name	Employer	Representing
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Gail Kirby	St. Mary's College	AICCU
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Robert McClurg	Rescue USD	
Betty McEady	Chapman University College	
Cara Mendoza	Fairfield-Suisun USD	
Marisol Rexach	Santa Ana USD	
Luis Rodriguez	Los Angeles USD	
Jodie Schwartzfarb	New Haven USD	
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Andrea Whittaker	San Jose State University	
Ting Sun	Commission Liaison	
Staff Working with the CSTP Advisory Panel		
Terry Janicki	Commission on Teacher Credentialing	
Karen Sacramento	Commission on Teacher Credentialing	
Teri Clark	Commission on Teacher Credentialing	
Edna Shoemaker	California Department of Education	
Ellen Ringer	California Department of Education	

California Standards for the Teaching Profession



(CSTP) (2009)

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California Standards for the Teaching Profession (CSTP) (2009)

A growing body of research confirms that the quality of teaching is what matters most for students' development and learning in schools. Teaching is a professional endeavor, one in which effective practice is driven by an understanding of knowledge in the field and a commitment to all students and their families. Excellent teaching requires knowledge, skills, artistry, passion, and commitment. Effective teachers integrate the following: (1) ethical concern for children and society; (2) extensive subject matter competence; (3) thoughtfully selected pedagogical practices; and (4) a depth of knowledge about their students, including knowledge of child and adolescent development and learning; an understanding of their individual strengths, interests, and needs; and knowledge about their families and communities.

Effective teaching requires careful crafting of learning communities built on trust and respect, as well as routines, expectations, resources, and strategies that support diverse students' intellectual engagement in learning. Effective teaching happens through thoughtful planning focused on defined outcomes for student learning and leveraging of teachable moments. Effective teaching is revealed in the ways in which teachers respond to the strengths and needs of individual students while engaging and supporting all students in their learning. Effective teaching is a form of inquiry wherein teachers use evidence and analysis of students' strengths and struggles, and their own performance, to guide their practice in support of student learning. Effective teaching relies on engagement within a professional community. Moreover, effective teaching requires the ability to successfully integrate elements of the professional knowledge base in the service of learning, growth, and development of diverse students across varying contexts. Finally, effective teachers share a common set of professional and ethical obligations that includes a profound and fundamental commitment to the growth and success of the individual students within their care as well as to the strengthening and continual revitalization of our democratic society.

The *California Standards for the Teaching Profession* (CSTP) are intended to provide a common language and a vision of the scope and complexity of the profession by which all teachers can define and develop their practice. The standards seek to serve and support professional educators in fulfilling their professional roles and responsibilities from pre-service teacher to experienced practitioner. The standards are not set forth as regulations to control the specific actions of teachers, but rather to guide teachers as they develop, refine, and extend their practice. The CSTP have been used for a variety of purposes, including the following:

- to prompt reflection about student learning and teaching practice;
- to formulate professional goals to improve teaching practice in support of student learning;
- and
- to guide, monitor, and assess the progress of a teacher's practice toward professional goals.

A Holistic and Developmental Vision of Teaching

The CSTP comprise a set of standards for the teaching profession in six interdependent domains of practice. While the standards are addressed separately in this document, teaching, as defined above, is clearly a holistic and integrated endeavor, consisting of the complex combination of interrelated parts. Teaching and learning are affected by many factors that are both intrinsic and external to the classroom. A vision of effective teaching equitably distributed in service of



California's diverse student populations must therefore emphasize relationships among multiple aspects of teaching and learning.

Teaching is more than methodology. A teacher's understandings of student development, of families and communities, of subject matter and curriculum, and of instructional methods, strategies, and resources are ultimately linked to how the teacher plans and implements instruction and assesses student learning. Ethical, philosophical, and theoretical understandings of learning and teaching empower teachers to make thoughtful, informed decisions about instructional strategies and ways to support students' learning and development. The *California Standards for the Teaching Profession* are broad and interconnected because the professional practice of teaching must be understood comprehensively as a complex, dynamic process in which practical and conceptual elements are woven together in a seamless fabric.

Teachers' knowledge, skills, and practices develop throughout their professional careers and across changing contexts. To engage and challenge a diverse student population in a rapidly changing and increasingly technological world, effective teachers require continuous professional growth. Teachers are never "finished" as professional learners, no matter how extensive or excellent their formal education, preparation, and experience. If teachers' expertise, capabilities, and accomplishments are to be enriched over time, they must be reflective and actively seek to strengthen and augment their professional knowledge, skills, and perspectives in support of student learning.

A developmental view of teaching gives particular attention to the early years of each teacher's career. Beginning teachers move forward in their professional practice in a variety of ways, developing at different rates in different areas of teaching, just as students develop at individual rates in different curricular areas. Effective support, mentorship, assessment, and advanced study during the early years of teaching (including teacher preparation) are essential to a beginning teacher's development and success in the profession.

Individual teachers enter and advance through the profession at different levels of experience and expertise, in varied roles, and in varying contexts. The policies and practices of teacher preparation programs, certification bodies, and school districts must be guided by clear and realistic standards regarding professional performance. The CSTP describe a vibrant vision of practice for the teaching profession. Teachers across the profession with varied levels of prior preparation and experience -- and the mentors, colleagues, and supervisors who support them -- will find the standards useful to guide their developing practice. The *California Standards for the Teaching Profession* reflect a developmental view of teaching, and are an integral part of California's efforts to foster excellence in teaching and learning.

Context of Teaching in California

Professional educators in California serve an increasingly diverse population of students. This diversity among students greatly enriches and enlivens the educational experience for teachers and students alike. Therefore, there is a critical need for teachers who are responsive to the varied socio-cultural, racial, religious, ethnic, linguistic, and economic backgrounds of all students and who consider how learning differences and abilities, gender and gender identity, family structure, sexual orientation, and other aspects of humankind influence learning and teaching.



The *California Standards for the Teaching Profession* support the creation of classroom communities and curricula in which students with varying backgrounds, learning styles, strengths, interests, needs and abilities are engaged and challenged as learners. The use of the term “all students” throughout the standards document reflects a commitment to the education of the full spectrum of students and the need for teachers to continually strengthen their understanding of students, families, and communities.

The standards also value the diversity of teachers’ backgrounds, perspectives, skills, knowledge, and practices. Teaching is not a profession in which a single approach to professional practice will be effective for all practitioners in all contexts. Although the standards articulate a common vision of excellence in teaching, different teachers have different ways of enacting the standards effectively. By respecting the diverse ways in which teachers pursue excellence in professional practice, schools enrich and enhance the education of all students.

History of the California Standards for the Teaching Profession

Since their inception in the 1990s, the CSTP have been widely influential in California policy and practice. Beginning Teacher Support and Assessment (BTSA) programs have used the CSTP to develop formative assessment systems that facilitate beginning teacher practice. The *Teaching Performance Expectations* (TPE) and the related summative *Teaching Performance Assessment* (TPA), both aligned with the CSTP, are used in pre-service preparation. Additionally, teacher preparation programs, schools, and school districts, as well as individual teachers, teacher educators, and other educational professionals have utilized the CSTP to prompt reflection, formulate professional goals, guide, monitor, and assess the progress of a teacher’s practice, and promote the improvement of teaching in support of student learning.

The current version of the CSTP (2009) has been developed to respond to changes in the context for teaching and learning in California over the past decade and to address the pressing needs of an increasingly diverse P-12 student body. Particular attention has been paid to revising language related to student learning, assessment practices, and equitable pedagogy designed to address English learners and students with diverse learning needs. This updated version of the CSTP also looks forward to the future of teaching and learning in the 21st century where traditional classrooms and contexts are likely to be transformed through innovative technologies and globalized connections. The CSTP continue to set forth a vision for the teaching profession -- one that is sustainable, engaging, and fulfilling for those intent on teaching careers.

Organization of the Standards

The CSTP are organized around six interrelated domains of teaching practice. The following are the six standards:

- Engaging and Supporting All Students in Learning
- Creating and Maintaining Effective Environments for Student Learning
- Understanding and Organizing Subject Matter for Student Learning
- Planning Instruction and Designing Learning Experiences for All Students
- Assessing Students for Learning
- Developing as a Professional Educator

Together these six standards represent a developmental, holistic view of teaching and are intended to meet the needs of increasingly diverse teachers and students in California.



In this document, each standard is introduced in a narrative description that portrays an accomplished level of professional teaching. Following the narrative description, each standard is organized into a set of big ideas or elements that identify key areas within that particular domain of teaching. Each element is further illustrated with reflective questions that encourage teachers to explore aspects of teaching practice throughout their careers. In order to foster ongoing reflection and insights into teaching, the questions are introduced with the stems, “How do I...” and “Why do I...” and are meant to encourage teachers to examine the rationale -- the ethical, philosophical, empirical, and theoretical bases -- for central aspects of their teaching.

The reflective questions within each element address a sample of the important facets of teaching. They do not represent all the possible issues or aspects involved in effective teaching. Therefore, the questions should not be seen as checklists, but rather as probes designed to promote reflection, analysis, and action in support of professional growth and student learning throughout one’s career.

The authors encourage users of the CSTP to refer to all three levels of the standards (narrative, elements, and reflective questions) to facilitate conversations about teacher practice, to set goals for ongoing professional development, and to guide the collection of evidence of growth over time. Those using the standards will recognize that there are numerous overlapping components across and within the standards, elements, and reflective questions. These overlaps are intended to underscore the holistic view that emphasizes the interrelationships and complexities of teaching. For example, valuing and drawing on student backgrounds and experiences are integral aspects of all six standards and illuminate the essential role of inclusive, equitable practice.

Conclusion

Excellent teaching requires knowledge, skills, artistry, passion, and commitment. It requires both a deep understanding of the knowledge base that supports the profession and a vigorous commitment to a set of professional responsibilities and obligations.

Teachers in California have a professional responsibility to provide students with safe and caring learning environments, where students’ differences are celebrated and supported, and they acquire the knowledge, skills, strategies, and concepts they will need for successful participation in an increasingly technological and global society. The CSTP provide a set of interrelated guideposts for teachers across the professional continuum (pre-service, induction, and beyond) to examine their practice, seek support and resources for continuous improvement, and affirm their talents and accomplishments in support of California’s children and our nation’s future.

Standard 1

Engaging and Supporting All Students in Learning

Teachers know and care about their students in order to engage them in learning. They connect learning to students’ prior knowledge, backgrounds, life experiences, and interests. They connect



subject matter to meaningful, real-life contexts. Teachers use a variety of instructional strategies, resources, and technologies to meet the diverse learning needs of students. They promote critical thinking through inquiry, problem solving, and reflection. They monitor student learning and adjust instruction while teaching.

1.1 Using knowledge of students to engage them in learning

As teachers develop, they may ask, “How do I...” or “Why do I...”

- *know my students as people and as learners?*
- *understand reasons for behavior?*
- *recognize atypical behavior in students?*
- *build trust with students and foster relationships so that students can thrive academically?*
- *adapt my teaching to reflect knowledge of my students?*
- *differentiate instruction based on what I know about my students’ strengths, interests, and needs?*
- *get to know parents and connect with the community where I teach?*

1.2 Connecting learning to students’ prior knowledge, backgrounds, life experiences, and interests

As teachers develop, they may ask, “How do I...” or “Why do I...”

- *help students see the connections between what they already know and the new material?*
- *connect classroom learning to students’ life experiences and cultural backgrounds?*
- *support all students to use first and second language skills to achieve learning goals?*
- *open a lesson or unit to capture student attention and interest?*
- *build on students’ comments and questions during a lesson to extend their understanding?*

1.3 Connecting subject matter to meaningful, real-life contexts

As teachers develop, they may ask, “How do I...” or “Why do I...”

- *establish a connection between subject matter and purpose for learning?*
- *make connections between the subject matter and real-life contexts?*
- *seek feedback from students regarding relevance of subject matter to their lives?*
- *engage all students in a variety of learning experiences that accommodate the different ways they learn?*
- *provide opportunities for all students to acquire and practice skills in meaningful contexts?*

1.4 Using a variety of instructional strategies, resources, and technologies to meet students’ diverse learning needs

As teachers develop, they may ask, “How do I...” or “Why do I...”

- *select and utilize a range of instructional approaches to engage students in learning?*
- *use a variety of strategies to introduce, explain, and restate subject matter concepts and processes so all students understand?*
- *help all students learn, practice, internalize, and apply subject-specific learning strategies and procedures?*
- *use differentiated instruction to meet the assessed learning needs of students and increase active participation in learning?*
- *adapt materials and resources, make accommodations, and use appropriate assistive equipment and other technologies to support students’ diverse learning needs?*
- *utilize multiple types of technology to facilitate learning?*
- *examine and use resources that minimize bias?*



1.5 Promoting critical thinking through inquiry, problem solving, and reflection

As teachers develop, they may ask, “How do I...” or “Why do I...”

- *encourage students to use multiple approaches and solutions to solve problems?*
- *encourage students to ask critical questions and consider diverse perspectives about subject matter?*
- *provide opportunities for students to think about, discuss, and evaluate content?*
- *ask questions to facilitate discussion, clarify, and extend students’ thinking?*
- *support students to think and communicate with clarity and precision?*
- *help students apply previous learning to new situations?*
- *encourage students to create, imagine, and innovate?*
- *help students to develop and use strategies and technologies for accessing knowledge and information?*

1.6 Monitoring student learning and adjusting instruction while teaching

As teachers develop, they may ask, “How do I...” or “Why do I...”

- *systematically check for student understanding and revise plans accordingly?*
- *incorporate a variety of strategies in a lesson to check for student understanding?*
- *monitor the learning of students with limited English proficiency or of students with special needs?*
- *adjust the lesson plan to accelerate instruction when I determine that the pace of the lesson is too slow?*
- *make "on the spot" changes in my lesson based on students' interests and questions?*
- *provide additional support and opportunities for students to learn when some students have mastered the lesson objective(s) and others have not?*
- *adjust my lesson when I don't have enough time to complete everything I planned to do?*

Standard 2

Creating and Maintaining Effective Environments for Student Learning

Teachers promote social development and responsibility within a caring community where each student is treated fairly and respectfully. They create physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students. They establish and maintain learning environments that are physically, intellectually, and emotionally safe. Teachers create a rigorous learning environment



with high expectations and appropriate support for all students. Teachers develop, communicate, and maintain high standards for individual and group behavior. They employ classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn. They use instructional time to optimize learning.

2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully

As teachers develop, they may ask, “How do I...” or “Why do I...”

- *model and promote fairness, equity, and respect in a classroom atmosphere that values all individuals and cultures?*
- *help all students accept and respect diversity in terms of cultural, religious, linguistic, and economic backgrounds; learning differences and ability; gender and gender identity; family structure and sexual orientation; and other aspects of humankind?*
- *engage students in shared problem-solving and conflict resolution?*
- *provide learning opportunities that encourage student-to-student communication with empathy and understanding?*
- *develop students’ leadership skills and provide opportunities to apply them?*
- *create a classroom culture where students feel a sense of responsibility to and for one another?*
- *help students to appreciate their own identities and to view themselves as valued contributors to society?*
- *develop activities that support positive interactions among students and that help students get to know each other?*

2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students

As teachers develop, they may ask, “How do I...” or “Why do I...”

- *arrange and adapt classroom seating to accommodate individual and group learning needs?*
- *establish a stimulating, curriculum-rich learning environment that supports content learning and academic vocabulary development?*
- *ensure that students develop an appreciation of diversity?*
- *provide students access to resources, technologies, and comfortable workspaces?*
- *create an environment that promotes optimal learning for each student?*
- *construct an equitable learning environment for all students?*

2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe

As teachers develop, they may ask, “How do I...” or “Why do I...”

- *arrange the learning environment to facilitate positive and productive classroom interactions?*
- *encourage, support, and recognize the achievements and contributions of all students?*
- *encourage students to take risks and to express thoughtful and respectful opinions related to the topic or subject of discussion?*
- *foster the development of each student's self-esteem?*
- *create a safe, accessible learning environment for all students?*

2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students



As teachers develop, they may ask, “How do I...” or “How might I...”

- *establish a productive, achievement-oriented climate in my classroom?*
- *set high expectations for all of my students?*
- *motivate all students to initiate their own learning and strive for challenging learning goals?*
- *provide all students opportunities to examine and evaluate their own work and to learn from the work of their peers?*
- *ensure access to challenging and diverse academic content for all students?*

2.5 Developing, communicating, and maintaining high standards for individual and group behavior

As teachers develop, they may ask, “How do I...” or “Why do I...”

- *facilitate student participation in classroom decision-making?*
- *foster and support appropriate student behavior?*
- *collaborate with students, families, and communities to establish, maintain, and communicate standards for student behavior?*
- *understand the underlying causes of student behavior, including developmental and individual needs, and utilize that knowledge in support of positive classroom conduct?*
- *work proactively to prevent and respond quickly to minimize behavioral issues?*
- *understand and respond to inappropriate behaviors in an efficient, fair, and equitable way?*
- *help all students learn to take responsibility for their own behavior and actions?*

2.6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn

As teachers develop, they may ask, “How do I...” or “Why do I...”

- *involve all students in the development of classroom procedures and routines?*
- *help students transition smoothly and efficiently from one instructional activity to the next?*
- *apply knowledge of students’ physical, social, cognitive, and emotional development to ensure that adequate time and support are provided for students to complete learning activities?*
- *develop daily schedules, timelines, classroom routines, and norms that maximize learning?*
- *connect district, site, and classroom procedures to promote a climate of fairness and respect for all students?*
- *adapt routines, procedures, and norms to ensure the success of students with special needs?*

2.7 Using instructional time to optimize learning

As teachers develop, they may ask, “How do I...” or “Why do I...”

- *organize instruction to optimize learning time?*
- *pace instruction to accomplish learning goals?*
- *re-direct students’ off-task behavior to make the most of instructional time?*
- *adjust instructional time so that all students remain engaged and challenged?*
- *structure time for both independent and collaborative learning opportunities?*
- *balance instructional, preparation, administrative, and managerial time?*



Standard 3

Understanding and Organizing Subject Matter for Student Learning

Teachers exhibit in-depth working knowledge of subject matter, academic content standards, and curriculum frameworks. They apply knowledge of student development and proficiencies to ensure student understanding of content. They organize curriculum to facilitate students' understanding of the subject matter. Teachers utilize instructional strategies that are appropriate to the subject matter. They use and adapt resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students. They address the needs of English learners and students with special needs to provide equitable access to the content.



3.1 Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks

As teachers develop, they may ask, “How do I...” or “Why do I...”

- *ensure that my subject matter knowledge is sufficient to support student learning?*
- *continue to keep my subject matter knowledge current?*
- *identify, understand, and teach the key concepts and underlying themes and relationships in the academic content standards and state curriculum frameworks?*
- *integrate key concepts, themes, relationships, and connections across subject matter areas?*
- *ensure that my knowledge of the subject matter incorporates different perspectives, appropriate to the discipline?*
- *maintain and utilize current understanding of relevant content standards and frameworks?*

3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter

As teachers develop, they may ask, “How do I...” or “Why do I...”

- *apply my knowledge of human development and learning theory to the unique students that I teach?*
- *acquire understanding of my students' individual cognitive, social, emotional and physical development?*
- *connect content being taught to students' prior knowledge and experiences?*
- *build understanding of my English learners' levels of language acquisition in order to know how to best support their learning?*
- *build understanding of my students with special needs in order to know how and when to differentiate instruction?*

3.3 Organizing curriculum to facilitate student understanding of the subject matter

As teachers develop, they may ask, “How do I...” or “Why do I...”

- *use my knowledge of student readiness to learn to organize, sequence, and enhance the curriculum?*
- *apply my knowledge of the subject matter to organize curriculum, plan lessons and units, and select instructional strategies that demonstrate key concepts and their interrelationships?*
- *organize subject matter to reveal and value different cultural perspectives?*
- *incorporate subject or grade level expectations and curriculum frameworks in organizing subject matter?*
- *utilize standards-aligned and/or adopted curriculum in ways that support student learning?*

3.4 Utilizing instructional strategies that are appropriate to the subject matter

As teachers develop, they may ask, “How do I...” or “Why do I...”

- *develop and use a repertoire of instructional strategies appropriate to the subject matter?*
- *build on students' life experiences, prior knowledge, and interests to make subject matter relevant and meaningful to students?*
- *use effective instructional strategies and approaches to illustrate a concept and its connections within and across subject areas?*
- *challenge all students to think critically in the subject area?*
- *help all students develop enthusiasm for and a deep knowledge of the subject matter?*
- *use strategies that make the depth and complexity of subject matter understandable to all students?*



3.5 Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students

As teachers develop, they may ask, “How do I...” or “Why do I...”

- *know the full range of materials, resources, and technologies provided by the school or district?*
- *select materials, resources, and technologies to support differentiated student learning of the subject matter?*
- *select and use learning materials and resources that reflect the diversity in my classroom?*
- *use technologies to convey key concepts in the subject matter?*
- *learn about and access new instructional resources to support student learning?*

3.6 Addressing the needs of English learners and students with special needs to provide equitable access to the content

As teachers develop, they may ask, “How do I...” or “Why do I...”

- *address the English Language Development (ELD) standards as they relate to my English learners’ levels of language acquisition?*
- *address the Individual Education Plan (IEP) goals and objectives of my students with special needs?*
- *select materials, resources, and technologies to support subject matter instruction of my English learners and students with special needs?*
- *ensure access to the critical concepts and themes in the academic content standards and state curriculum frameworks for students at various levels of English proficiency and for students with special needs?*

Standard 4

Planning Instruction and Designing Learning Experiences for All Students

Teachers use knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction. They establish and articulate goals for student learning. They develop and sequence long-term and short-term instructional plans to support student learning. Teachers plan instruction that incorporates appropriate strategies to meet the diverse learning needs of all students. They modify and adapt instructional plans to meet the assessed learning needs of all students.

4.1 Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction

As teachers develop, they may ask, “How do I...” or “Why do I...”

- *incorporate students' prior knowledge and experience in my curriculum and instructional planning?*
- *use knowledge of my students' lives, their families, and their communities to inform my planning of curriculum and instruction?*
- *use knowledge of my students' individual cognitive, social, emotional, and physical development to plan instruction and make appropriate adaptations to meet students' unique needs?*
- *plan lessons and units that promote access to academic content standards for all students?*
- *use knowledge of my English learners' levels of language proficiency to plan instruction that supports their subject matter learning and academic language development?*
- *use knowledge of my students' diverse learning needs to plan instruction that supports their learning?*

4.2 Establishing and articulating goals for student learning

As teachers develop, they may ask, "How do I..." or "Why do I..."

- *build on the strengths, interests, and needs of all students to establish high expectations for learning?*
- *establish long-term and short-term goals that are based on academic content standards and reflect students' strengths, interests, and needs?*
- *determine learning goals that address all students' language abilities and diverse learning needs?*
- *establish learning goals that address school, district, and community expectations?*
- *work with students and families to establish learning goals?*
- *develop goals that prepare students for successful transition to their next learning environment?*
- *communicate clear, challenging, and achievable expectations for students?*

4.3 Developing and sequencing long-term and short-term instructional plans to support student learning

As teachers develop, they may ask, "How do I..." or "Why do I..."

- *design an instructional program that considers the long-term and the short-term?*
- *use assessment results for long-term and short-term planning?*
- *incorporate diverse subject matter perspectives in my planning?*
- *select and sequence instructional strategies appropriate to the complexity of the lesson content and to student learning needs?*
- *plan an instructional program that supports students' second language learning and diverse learning needs?*
- *incorporate my professional expertise and knowledge of my students into a prescribed curriculum, pace, and district assessment calendar?*
- *collaborate with colleagues to make instructional decisions?*
- *design instruction so that students participate in setting and achieving their individual learning goals?*

4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students

As teachers develop, they may ask, "How do I..." or "Why do I..."

- *develop unit and lesson plans that build on and extend students' understanding of subject matter?*



- *ensure that each instructional strategy is related to learning goals?*
- *plan instruction to allow enough time for student learning, review, and assessment?*
- *use my knowledge of subject matter and my students to plan and appropriately pace instructional activities within a lesson and over time?*
- *check for understanding, prepare for adjustments, remediate or accelerate instruction, and individualize when appropriate?*
- *address the ELD standards appropriately, based on my English learners' levels of language acquisition?*
- *address the IEP goals and objectives of my students with special needs?*
- *select materials, resources, and technologies to support the learning needs of English learners and students with special needs?*

4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students

As teachers develop, they may ask, “How do I...” or “Why do I...”

- *interact with my colleagues to identify typically difficult concepts or skills for students in order to re-examine and strengthen plans for future lessons?*
- *proactively prepare for appropriate adjustments based on my assessment of student learning while teaching?*
- *strengthen existing plans for students at identified levels of English proficiency?*
- *strengthen existing plans for students with special needs?*
- *reflect on my successes and struggles and apply what I have learned about effective and ineffective strategies to existing plans for future lessons?*
- *reflect on my successes and struggles with the use of curriculum and apply what I have learned to existing plans for future lessons?*
- *capture what I have learned during a particular lesson so that I can revisit my plans in advance of teaching the lesson again?*

Standard 5

Assessing Students for Learning

Teachers apply knowledge of the purposes, characteristics, and uses of different types of assessments. They collect and analyze assessment data from a variety of sources and use those data to inform instruction. They review data, both individually and with colleagues, to monitor student learning. Teachers use assessment data to establish learning goals and to plan, differentiate, and modify instruction. They involve all students in self-assessment, goal setting and monitoring progress. Teachers use available technologies to assist in assessment, analysis, and communication of student learning. They use assessment information to share timely and comprehensible feedback with students and their families.

5.1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments

As teachers develop, they may ask, “How do I...” or “Why do I...”



- *become knowledgeable of the different types of assessments--and their uses, benefits, and limitations--that I draw on to inform my instruction?*
- *select assessment strategies and instruments appropriate to the learning outcomes being evaluated?*
- *use my knowledge of assessment concepts such as validity, reliability, and bias to choose assessments appropriate to my students?*
- *design grading practices that draw on multiple sources of information and reflect student learning?*

5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction
As teachers develop, they may ask, “How do I...” or “Why do I...”

- *keep a continuous and comprehensive record of group and individual achievement?*
- *select, design, and use assessment tools appropriate to what is being assessed?*
- *collect, select, and reflect upon evidence of student learning?*
- *work with families to gather information about all students and their learning?*
- *use standardized tests, diagnostic tools, and developmental assessments to understand student progress?*
- *use a range of assessment strategies to implement and monitor individualized student learning goals (including IEP goals)?*
- *assess student behavior to support learning?*
- *interpret data based on how an assessment is scored and what results it reports?*

5.3 Reviewing data, both individually and with colleagues, to monitor student learning
As teachers develop, they may ask, “How do I...” or “Why do I...”

- *review student assessment data with colleagues?*
- *use assessment results to monitor my teaching and guide planning and instruction?*
- *use assessment information to determine when and how to revisit content that has been taught?*
- *use assessment data to eliminate gaps between students’ potential and their performance?*
- *use assessment results to plan instruction to support English learners?*
- *use assessment results to plan instruction to support students' IEPs?*

5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction
As teachers develop, they may ask, “How do I...” or “Why do I...”

- *draw upon assessment data to support development of learning goals?*
- *review and revise learning goals with students over time?*
- *ensure that student learning goals reflect key subject matter concepts, skills, and applications?*
- *use informal assessments to adjust instruction while teaching?*
- *use multiple sources of assessment to measure student progress and revise instructional plans?*
- *work to differentiate goals and plans based on assessed needs of my diverse learners?*
- *address the specific needs of English learners and students with special needs as I use assessments to inform my instruction?*

5.5 Involving all students in self-assessment, goal setting, and monitoring progress
As teachers develop, they may ask, “How do I...” or “Why do I...”



- *make assessment integral to the learning process?*
- *make assessment an interactive process between teacher and student?*
- *model self-assessment strategies for all students?*
- *develop and use tools and guidelines that help all students assess their work and monitor their learning goals?*
- *provide opportunities for all students to engage in peer discussion and reflection of their work?*
- *provide opportunities for all students to demonstrate and reflect on their learning inside and outside of the classroom?*

5.6 Using available technologies to assist in assessment, analysis, and communication of student learning

As teachers develop, they may ask, “How do I...” or “Why do I...”

- *become familiar with and select technology resources that support assessment practices?*
- *use technology to analyze student learning and inform instruction?*
- *use appropriate technology resources to communicate students’ learning to students and their families?*

5.7 Using assessment information to share timely and comprehensible feedback with students and their families

As teachers develop, they may ask, “How do I...” or “Why do I...”

- *provide all students with information about their progress as they engage in learning activities?*
- *initiate regular and timely contact with families and resource providers about student progress?*
- *communicate assessment results to families in ways that are respectful and understandable?*
- *provide families with ways to use assessment information at home to improve student learning?*

Standard 6

Developing as a Professional Educator

Teachers reflect on their teaching practice to support student learning. They establish professional goals and engage in continuous and purposeful professional growth and development. They collaborate with colleagues and engage in the broader professional community to support teacher and student learning. Teachers learn about and work with families to support student learning. They engage local communities in support of the instructional program. They manage professional responsibilities to maintain motivation and commitment to all students. Teachers demonstrate professional responsibility, integrity, and ethical conduct.

6.1 Reflecting on teaching practice in support of student learning

As teachers develop, they may ask, “How do I...” or “Why do I...”

- *assess my growth as a teacher over time?*
- *learn about teaching as I observe and interact with my students?*
- *reflect on my instructional successes and dilemmas to move my practice forward?*
- *analyze my teaching to understand what contributes to student learning?*
- *formulate professional development plans that are based on my reflection and analysis?*



- *develop awareness of potential bias that might influence my teaching or affect student learning?*

6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development

As teachers develop, they may ask, “How do I...” or “Why do I...”

- *maintain an attitude of lifelong learning?*
- *establish goals and seek out opportunities for professional growth and development?*
- *ensure that professional goals are informed by appropriate resources such as the knowledge base for teaching, school and district priorities, colleagues, supervisors, mentors, and my personal reflections?*
- *use professional literature, district professional development, and other professional opportunities to increase my understanding of teaching and learning?*
- *learn more about my own professional roles and responsibilities?*
- *continue to seek out and refine approaches that make the curriculum accessible to all students?*
- *expand my knowledge and effective application of new instructional methods and technologies?*

6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning

As teachers develop, they may ask, “How do I...” or “Why do I...”

- *collaborate with teachers, administrators, education specialists, paraeducators, and staff to ensure that all students' diverse learning needs, interests, and strengths are met?*
- *remain receptive to the feedback of colleagues, mentors, and supervisors in support of my teaching practice and student learning?*
- *support school and district goals and priorities?*
- *contribute to school-wide events, activities, and decision-making?*
- *establish and maintain productive relationships with other school staff to become a visible and valued member of the school and district communities?*
- *contribute to the learning of other educators?*
- *benefit from and contribute to professional organizations to improve my teaching?*
- *benefit from and add to the knowledge base of the profession?*

6.4 Working with families to support student learning

As teachers develop, they may ask, “How do I...” or “Why do I...”

- *value and respect students' families and appreciate their role in student learning?*
- *develop an understanding of families' racial, cultural, linguistic, and socioeconomic backgrounds?*
- *engage families as sources of knowledge about students' strengths, interests, and needs in support of their learning and personal growth and development?*
- *present the educational program to all families in a thorough and comprehensible fashion?*
- *provide opportunities for all families to participate in the classroom and school community?*

6.5 Engaging local communities in support of the instructional program

As teachers develop, they may ask, “How do I...” or “Why do I...”

- *increase my understanding of the cultures and dynamics of my students' communities?*



- *value and respect the students' communities and appreciate the role of community in student learning?*
- *promote collaboration between school and community?*
- *identify and draw upon school, district, and local community social service resources to benefit students and their families?*
- *seek out and use additional resources from the local community and businesses to support student learning?*
- *provide my students with community-based experiences that support their learning?*

6.6 Managing professional responsibilities to maintain motivation and commitment to all students

As teachers develop, they may ask, “How do I...” or “Why do I...”

- *challenge myself intellectually and creatively throughout my career?*
- *find support and develop strategies to balance professional responsibilities with my personal needs?*
- *manage stress and maintain a positive attitude with students and colleagues?*
- *address the complications and challenges of teaching?*
- *identify sources of engagement and renewal in my professional work?*

6.7 Demonstrating professional responsibility, integrity, and ethical conduct

As teachers develop, they may ask, “How do I...” or “Why do I...”

- *remain informed of, understand, and uphold the professional codes, ethical responsibilities, and legal requirements applicable to the profession?*
- *contribute to school and student success by being knowledgeable of learning goals, standards, and objectives established by relevant national, state, and local organizations and stakeholders?*
- *meet my professional obligations to implement school, district, state, and federal policies and guidelines?*
- *extend my knowledge about my professional and legal responsibilities for students' learning, behavior, and safety?*
- *maintain professional conduct and integrity in the classroom and school community?*
- *interact appropriately with students and families outside the classroom?*
- *demonstrate my professional obligations to students, colleagues, school, and the profession?*



Appendix F
Memorandum of
Understanding –
Minimum Days

Memorandum of Understanding

This memorandum of Understanding ("MOU") is entered into this 13th day of May, 2019 by and between the Vallejo City Unified School District ("VCUSD") and Vallejo Education Association ("VEA") regarding use of minimum days for the 2019-2020 school year at the Elementary/TK-8 Sites.

1. Recognizing the need for professional development, addressing concerns, and teacher prep time, VCUSD and VEA agree to balance the minimum day to meet the needs in these areas.
 - a. Wednesday Minimum Days will alternate between District Days and Prep Days. District Days will include professional development, site issues, and collaboration. Teacher Prep Days will be used following the guidelines set forth in the VCUSD/VEA Contract.
 - b. Additional Minimum Days added to this year's calendar, shall be balanced between District Days and Prep Days. These District Days will be used to address individual site issues and concerns. The additional Teacher Prep Days will be used following guidelines set forth in the Contract.
 - c. Notice will be given at least one week in advance for any professional development requiring a location change.

District Dates:

August 20, 2019
August 22, 2019
August 28, 2019
September 11, 2019
September 25, 2019
October 9, 2019
October 23, 2019
October 31, 2019
November 6, 2019
December 11, 2019
January 8, 2020
January 22, 2020
February 5, 2020
February 19, 2020
March 4, 2020
March 18, 2020
April 15, 2020
April 29, 2020
May 13, 2020
May 27, 2020
June 2, 2020
June 4, 2020
June 8, 2020
June 10, 2020

Teachers Prep Dates:

August 19, 2019
August 21, 2019
August 23, 2019
September 4, 2019
September 18, 2019
October 2, 2019
October 16, 2019
October 30, 2019
December 4, 2019
December 18, 2019
December 20, 2019
January 15, 2020
January 29, 2020
February 12, 2020
February 26, 2020
March 11, 2020
March 25, 2020
April 22, 2019
May 6, 2020
May 20, 2020
June 1, 2020
June 3, 2020
June 5, 2020
June 9, 2020

*November 12-22, 2019

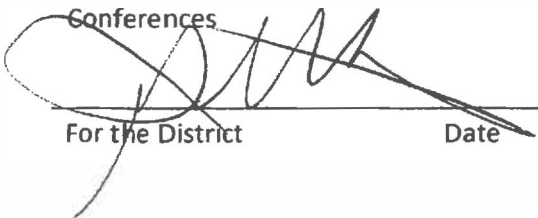
Conferences

For the District

Date

For VEA

Date



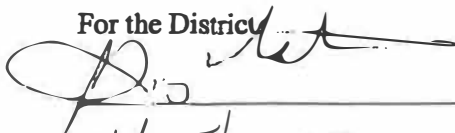
**Appendix G
Memorandum of
Understanding –
Additional Earning .2**

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

1. When there is a need for a .2 position at the secondary level, every affected unit member will be notified in a timely manner, and will have an equal opportunity to apply for the position.
2. Unit members will be offered to teach .2 in the following order:
 - a. Permanent unit members on Process B
 - b. Department Chair or Academy Lead
 - c. Probationary unit member on Process A
 - d. Permanent unit member on Process A
3. Participation in teaching a .2 shall be voluntary.
4. The .2 assignment shall be for the school year, however, the unit member may return to a 1-6 period schedule at the end of the first semester at their discretion.
5. No unit member shall work more than a 1.2 assignment.
6. This MOU shall be incorporated into the VEA/VCUSD Collective Bargaining Agreement upon ratification.
7. Nothing in these agreements shall override any rights or protections defined through the California Education Code and/or the VEA/VCUSD Collective Bargaining Agreement.


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

For the District



4/25/2019
Date

For VEA:



4/25/2019
Date