



VUSD & VTA CONTRACT

July 1, 2020 through June 30, 2023

**A Contract between the
Vista Unified School District and
Vista Teachers Association
California Teachers Association
National Education Association
Revised July 2022**

2020 - 2023 VTA Contract

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VTA/CTA/NEA

VISTA UNIFIED SCHOOL DISTRICT

July 1, 2020 – June 30, 2023

This is an Agreement between the Vista Unified School District (hereinafter referred to as "District") and Vista Teachers' Association, a local chapter of the California Teachers' Association, and the National Education Association (hereinafter referred to as "Association").

ARTICLE 1: RECOGNITION

The District confirms its recognition of the Association as the exclusive representative for that unit of employees recognized by the District.

Adult Education Teachers (contracted and hourly)
Attendance and Welfare Officers (Counselors)
Bilingual Resource Teachers
Career Technical Education Teachers (CTE) (contracted and hourly)
Community Day School Teachers (contracted teachers)
Counselors
Deans
ESL Teachers
Full-time Home Hospital Teachers
Full and Part-time Contracted Classroom Teachers
Hourly Certificated Teachers who work in ETK-12 setting
Interns
Learning Center Resource Specialists
Librarians
Nurses
Program Specialist/Coordinators
Psychologists
Regional Occupation Program Teachers
Resource Teachers
Social Workers
Speech-Language Pathologists
Summer School Teachers/Summer Support Programs ETK-12 (Existing contracted members of Bargaining Unit)
Supplemental Instruction Teachers (Existing contracted members of Bargaining Unit)
Teachers of Exceptional Children
Teachers on Special Assignment
District Resource Teachers
Work Experience Teachers

Such other employee positions created by the Board of Trustees that share the community of interest of the aforesaid positions.

Such other positions as defined or assigned by actions, procedures, and/or rulings of the Public Employees Relations Board (PERB).

"Teacher" refers to any member of the bargaining unit as defined in this Article. It is agreed teachers paid on an hourly basis not specifically identified above and substitute teachers are not members of this bargaining unit.

ARTICLE 2: DISTRICT RIGHTS

- 2.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control to the full extent of the law. Included in those duties and powers are the exclusive right to: determine its organization; direct the work of its employees, determine the times and hours of operations; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; ensure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move, or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work; and take action on any matter in the event of an emergency. In addition, the Board retains the right to hire, classify, assign, evaluate, promote, terminate, and discipline employees.
- 2.2 The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District, the adoption of policies, rules, and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited by the specific and express terms of this Agreement and by applicable law.
- 2.3 The District retains the right to amend, modify, or rescind policies and practices referred to in this Agreement in cases of emergency. An emergency is defined as a natural or man-made catastrophe or action, which interrupts or terminates the normal and ordinary conduct of school.

ARTICLE 3: SAVINGS PROVISION

- 3.1 If any provisions of this Agreement are held to be contrary to law by the PERB or a court of competent jurisdiction and all appeals have been exhausted, such provisions shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions shall continue in full force and effect.

ARTICLE 4: NO STRIKE PROVISION

- 4.1 It is agreed and understood that there shall be no strike or concerted activity to interfere with the operations of the District by the Association or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other organizations to engage in such activity.
- 4.2 In the event of a strike or concerted activity to interfere with the operations of the District by employees who are represented by the Association, the Association agrees in good faith to take all necessary steps to cause those employees to cease such action.
- 4.3 It is agreed and understood that any employee violating this Article may be subject to discipline up to and including termination by the District. It is understood that in the event this Article is violated, the District shall be entitled to withdraw any rights, privileges, or services provided for in this Agreement or in District policy from any employee and/or the Association.
- 4.4 It is agreed and understood that there shall be no lockout or concerted activity to interfere with the operations of the Association by the Board or its officers, agents, or members during the term of this Agreement, including compliance with the request of other school boards to engage in such activity.
- 4.5 In the event of a lockout or concerted activity to interfere with the operations of the Association by any employee or member of the Board, the Board agrees in good faith to take all necessary steps to cause those employees or members to cease such action.

- 4.6 It is understood that in the event this Article is violated, the Association shall be entitled to withdraw any rights, privileges, or services provided for in this Agreement.

ARTICLE 5: SUPPORT OF AGREEMENT

- 5.1 The District and the Association agree that it is to their mutual benefit to encourage the resolution of differences through the negotiation process. Therefore, it is agreed that the Association and the District shall support this Agreement for its term. Except as provided in this Agreement, no member of the Association nor any member of the Board of Trustees, the Superintendent, or his/her designee shall seek change or improvement in any provision of this Agreement for the life of this Agreement. The Board and the Association shall not interpret or apply the provisions of this Agreement in a manner, which is arbitrary, capricious, or discriminatory.

ARTICLE 6: EFFECT OF AGREEMENT

- 6.1 The specific provisions contained in this Agreement shall prevail over District practices and procedures.
- 6.2 The specific provisions contained in this Agreement shall prevail over State laws to the extent permitted by State law.
- 6.3 In the absence of specific provisions in this Agreement, District practices and procedures are discretionary with the District to the extent that they are not contrary to or inconsistent with the specific provisions in this Agreement or State law.

ARTICLE 7: COMPLETION OF MEET AND NEGOTIATION

- 7.1 Completion of Meet and Negotiation- During the term of this Agreement, the Association and the Board understand and agree that their mutual requirement to meet and negotiate in good faith is completed. They shall begin to meet and negotiate on the subsequent contract no earlier than February 1 and not later than March 1 of the year that this Agreement expires.
- 7.2 During the life of this Agreement, the parties agree to negotiate on any item(s) which they, in writing, mutually agree to negotiate.
- 7.3 The parties agree to begin negotiating on Article 12, Salaries and Article 13, Unit Member Benefits, no earlier than February 1 and not later than April 15 annually.
- 7.4 The parties agree to begin negotiating in good faith on up to two (2) articles of the Association's choice and up to two (2) articles of the Board's choice no earlier than February 1 and not later than April 15 annually. In addition, items related to the annual May Revise or resulting legislation shall be addressed once information is available.

ARTICLE 8: TERM

- 8.1 This Agreement shall remain in full force and in effect through June 30, 2023.

ARTICLE 9: EMPLOYEE RIGHTS/BARGAINING UNIT RIGHTS

- 9.1 The District shall not illegally discriminate against any unit member on the basis of race, color, creed, age, sex, sexual orientation, national origin, political affiliation, domicile, marital status, physical handicap, membership/participation or non-membership/non-participation in an employee organization. Unit member application/interview procedures for promotional positions shall not refer to membership in or preference for employee organizations.
- 9.2 The Association shall have the right to make use of school buildings for meetings without charge upon execution of proper request forms and according to facilities-use procedure, provided that meetings do not interfere with school use.
- 9.3 The Association shall have the right to a listing of officers, addresses, and telephone numbers in any general directory printed by the District.
- 9.4 Per Government Code 3543.1.b, the Association but not individuals, shall have the right to use school bulletin boards and school mail or messenger service for official communications, subject to procedures established by the Superintendent. The Association shall have the right to use the VUSD internet to communicate information about meetings with its Bargaining Unit Members. This usage shall not include political action. Bargaining Unit Members shall not use the District school mail, message service, or VUSD internet for political purposes without the expressed consent of the Superintendent.
- 9.5 Association Site Representatives shall be able to place site related items on the agenda of staff meetings. If requested by a Site Representative, the agenda shall note a VTA meeting to be held immediately before or after the scheduled staff meeting.
 - 9.5.1 District and site meetings shall be scheduled at times that do not conflict with the monthly VTA Representative Council and Executive Board meetings, on Mondays, 3:45 PM to 7:00 PM. The Association shall submit its calendar of VTA Representative Council and Executive Board meetings to the District by April 1st of the previous school year.
- 9.6 Duly authorized representatives of the Association shall have the right to transact official business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations. The Association may conduct two meetings each semester during the campus day as long as there is no interference with student contact in the classroom. It is further provided no Association views on matters relating to supervisory-teacher or Board-Association relationships shall be discussed in the presence of students by members of the bargaining unit.
- 9.7 Upon request, the Board shall furnish the Association with the placement of personnel on the respective salary schedules as of October 1.
- 9.8 Names, addresses and telephone numbers of all District unit members shall be provided without cost to the Association. The District shall provide VTA with the following employee information on the following days of each month; May 31, September 30, and January 31. Employee information provided every 120 days will include the employee number, name, job title, department, work location, work, home, and personal cellular telephone numbers, personal email addresses, and home address. The District shall post and maintain a current copy of this contract to all unit members. For unit members who request a printed copy, one shall be provided.

- 9.9 Guidelines regarding the amount of release time granted the Association for the purpose of meeting and negotiating on a subsequent contract shall be agreed upon at the initial bargaining session.
- 9.10 The VTA President shall have release time of up to one hundred percent (100%) of his/her contract. The cost of this release time shall be borne by the VTA. Education Code section 44987 specifically provides that "Following the school district's payment of the employee for the leave of absence, the school district shall be reimbursed by the employee organization of which the employee is an elected officer for all compensation paid to the employee on account of the leave. Reimbursement by the employee organization shall be made within 10 days after its receipt of the school district's certification of payment of compensation to the employee." This issue shall not be subject to further bargaining by the VTA and the District unless and until that language is revised or deleted by the Legislature.
- 9.10.1 The VTA shall notify the District in writing by May 1 of each year of the Association's intent to utilize or forego the release time as outlined in this section.
- 9.10.1.1 Upon completion of the term as the President, the VTA President shall return to the same or similar position at his or her previous school site. If the VTA President is not assigned a classroom position, he/she shall be assigned to a position prior to July 1 in the year he/she takes office. Upon completion of his/her term of office, he/she shall return to that position.
- 9.10.2 If release time is less than full-time, the VTA President shall be allowed to leave campus for Association business during his/her conference period. However, all requests for parent conferences shall take precedence over Association business.
- 9.11 The VTA President or designee shall be authorized to grant up to a total of seventy-five (75) days of release time each school year. Actual substitute cost incurred shall be borne by the VTA.
- 9.12 Up to five (5) days of released time, with substitute cost borne by the District, shall be granted for the purpose of the VTA State Council representative or his/her alternate to attend called meetings. No expenses shall be paid by the Board. Up to three (3) days may be used by any individual.
- 9.13 During the spring semester of the year when the VUSD/VTA contract expires, the VTA Bargaining Chair shall have release time. The cost of this release time shall be borne by the VTA. The District shall be reimbursed by the VTA in the same manner as in section 9.10.
- 9.13.1 If the VTA Bargaining Chair is a secondary teacher, then the release time shall be for one (1) section (class period) of their contract.
- 9.13.2 If the VTA Bargaining Chair is not a secondary teacher, then the release time shall be for 20% of their contract. The release time replacement shall be a 20% certificated contract.
- 9.13.3 VTA and VUSD shall work together during the fall semester of that school year to find a suitable replacement to cover the Bargaining Chair's contract responsibilities during the released time.
- 9.14 Elementary unassigned/weekly prep time shall be made up for bargaining team members when prep time is missed due to bargaining activities.
- 9.15 The District shall provide the Association with one copy of public documents requested when filed. Those documents shall include the Annual SACS Budget Report, Unaudited Actuals

Budget Report, Interim Budget Reports, CBEDS Report, Salary FTE Scattergram, and Annual Audit Report. Additional public documents shall be provided to the Association in a timely manner upon written request.

- 9.16 The District and the VTA shall work together to seek "mandated cost" reimbursement for the compensation, benefits, and expenses of the VTA President, consistent with provisions of applicable law. Reimbursement received by the District for that portion of the compensation, benefits, and expenses paid by the VTA shall be transmitted to the VTA.
- 9.17 Representatives from VTA shall be given the opportunity to make a presentation (not to exceed forty-five (45) minutes) during the District's new teacher orientation session (see Articles 17.2.1.5 and 17.3.1.5). The District shall provide VTA with the date of the new teacher orientation session by June 1st of that calendar year. Teachers and other employees in other VTA bargaining unit positions who are hired after the annual new teacher orientation session shall be given access to view a recorded version of the VTA presentation online, along with other orientation material. This provision is entered into pursuant to AB 119 and is comprehensive of VTA's right to access new employee orientations.
 - 9.17.1 If the new teacher orientation session exceeds four (4) hours then the parties agree to renegotiate this item.

ARTICLE 10: ACADEMIC FREEDOM

- 10.1 It is the policy of the District that all instruction shall be fair, accurate, objective, and appropriate to the District and applicable law. It is also the policy of the District that instruction be appropriate to the age and maturity of the student(s), and sensitive to the community needs and the needs and values of our diverse cultures and heritages. Academic freedom is essential to the fulfillment of this policy and the District acknowledges the fundamental need to protect unit members from any censorship or restraint which might interfere with the unit member's obligation to pursue truth in performance of their teaching functions. Accordingly:
 - 10.1.1 A unit member may introduce lawful political, religious or otherwise controversial material, provided that said material is relevant to the course content and within the scope of the law.
 - 10.1.2 In performing teaching functions, unit members may express their opinions on all matters relevant to the course content, in an objective manner. A unit member, however, shall not utilize his/her positions to indoctrinate students with his/her own personal, political, and/or religious views.
- 10.2 Unit members may not be subject to unlawful discrimination or harassment regarding their personal opinions, their scholarly, literary or artistic endeavors, or their personal lifestyles.
- 10.3 No religious or political activities, or lack thereof, of any unit member shall be used for unlawful purposes of evaluation or disciplinary action.
- 10.4 Each unit member shall make every effort to offer differing points of view. Each teacher shall promote an atmosphere in the classroom which is conducive to free and open inquiry.
- 10.5 Unit members shall adhere to the curriculum established by the District pursuant to applicable law.
- 10.6 If a unit member files a complaint under this Article, the unit member has a right to VTA representation during the investigative process. VTA shall be immediately notified when a unit member submits a complaint under this Article. Appropriate steps shall be taken to protect confidentiality.

ARTICLE 11: PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

- 11.1 Any unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of membership dues, initiation fees and general assessment in the Association. Such authorization shall continue in effect from year to year unless revoked in writing at any time. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the unit member each month excluding July and August. Deductions for unit members who sign such authorizations after the commencement of the school year shall be appropriately pro-rated, commencing with the month of employment or month of beginning membership. The implementation of the twelve (12) pay option is subject to the capabilities of the San Diego County Department of Education.
- 11.2 With respect to all membership dues deducted by the Board pursuant to this Article, the Board agrees to remit promptly such monies to the Association.
- 11.3 The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.
- 11.4 Those bargaining unit members who are on paid leave, including part-time employees, shall continue to pay dues to the Association if they have voluntary dues authorization cards on file.
- 11.5 Bargaining unit members with payroll authorizations on file who are on unpaid leave of absence shall have said authorization continue in effect upon return to active duty unless appropriately canceled pursuant to this Article.
- 11.6 The Association shall indemnify and hold harmless the District from any claims, demands, or lawsuits arising out of or from the provisions of this Article, including the agency service fees provision. The District agrees to notify the Association in writing within thirty days after receipt of any written claims, demands, or lawsuits arising out of or from the provisions of this Article. Upon written request from the Association, the District shall consult with the Association about the defense of any written claims, demands, or lawsuits. If a settlement offer is made by anyone filing a claim, demand, or lawsuit, and the Association requests that the District accept the settlement offer, the District shall accept the settlement offer if it does not adversely affect the District.

ARTICLE 12: SALARIES

- 12.1 The salary schedules and salary classification requirements of all unit members are set in Appendixes A-2, A-3, A-4, and A-5.
- 12.2 All unit members who serve other than the required number of days for their job classification shall receive salary which is not less than that which bears the same ratio to the established annual salary for their position as the number of days they serve bears to the number of working days required for job classification. This is specifically exclusive of summer school. Unit members who serve for one full school semester shall receive not less than one-half (1/2) the annual salary for their position.
- 12.3 Annual salaries, as set forth in this Agreement, shall be paid in twelve (12) equal installments, except for hourly teachers.
- 12.4 Unit members shall be placed on the appropriate class of the salary schedule in accordance with the degrees and advanced preparation they have completed.
 - 12.4.1 CTE (Career Technical Education) teachers who teach in grades ETK-12 and possess a four-year college degree and a CTE credential in their discipline area shall be placed on the Teachers' Salary Schedule (Appendix A- 2). CTE teachers who do not meet these requirements shall be placed on the Adult Ed/CTE Salary Schedule (Appendix A-4).
 - 12.4.1.1 Step placement on Appendix A-2 for current CTE teachers [2015/2016] shall be based on the sum of years of service in VUSD [year of service defined by Article 12.14] as a certificated contracted employee (hourly or salary) and any public school teaching experience outside the District but within the United States. The number of years for service outside the District shall not exceed the limits set forth in Article 12.5.
 - 12.4.1.2 CTE teachers shall be placed on the appropriate class of the salary schedule in accordance with industry experience up to 15 years. Industry experience is defined as the related industry experience that qualifies the unit member for the CTE credential as accepted by the California Commission on Teacher Credentialing.
- 12.5 Bargaining unit members shall receive up to ten (10) years of service credit on the salary schedule for public school teaching experience outside the District, but within the United States.
 - 12.5.1 The parties intend this provision to fall within the scope of Education Code Section 45028 (b).
 - 12.5.2 For placement on the salary schedule, a year must equal at least seventy five percent (75%) of the teaching days in one year. A day must equal at least seventy five percent (75%) of the classroom day.
- 12.6 Quarter units are converted to semester units by multiplying the quarter units by two-thirds (2/3). If this multiplication results in a fraction that when added to the other semester units is within a half-semester unit from the required units for qualifying for the next column, then the fraction shall be rounded up to the next whole number and the unit member shall be placed on the next column (i.e., 29.5 semester hours will be counted at 30 semester hours).

- 12.7 All earned upper division or graduate credits from a properly accredited college or university may be used in horizontal movement on the salary schedule provided that the units are approved by the District and the work meets one of the following:
- 12.7.1 The course is designed to increase the unit member's knowledge and skill in his/her present or projected teaching assignment.
 - 12.7.2 The course is part of the continuing education units designed to increase the knowledge and skill of the unit member other than a classroom teacher and required for their present assignment.
 - 12.7.3 The course is part of a program designed to allow the unit member to prepare a minor field of instruction or earn a full credential, an appropriate advanced degree, National Board Certification, or a credential for administration, supervision, or special services.
 - 12.7.4 The course is sponsored or recommended by the District. One (1) semester unit credit shall be granted for every fifteen (15) hours of District in-service/workshops taken during non-duty hours. The District is not obligated to pay any expense incurred. The course/workshop must be approved by the Assistant Superintendent-Human Relations.
- 12.8 Applications for transfer to a higher class may be made at any time. A certificated employee who qualifies for a salary increase shall be paid the increased salary after the employee files the proper documentation required for the salary increase. The effective date of the salary increase shall be based on the date the official transcripts or required certification documents are submitted to the Human Relations Department.
- 12.9 Upper division or graduate work completed prior to the granting of the Baccalaureate Degree shall be credited in the same manner as work taken after the Baccalaureate Degree provided that the registrar of the college certifies on the official transcript that the requirements for the Bachelor's Degree had been met prior to the start of such additional work.
- 12.10 ETK-12 GRADE CTE teachers who are hired after January 1, 2016 and current CTE teachers (2015/2016) who earn a four-year degree and a CTE credential in their discipline area after June 30, 2019, will be placed on the A-2 salary schedule with years of service credit as outlined in Article 12.4.1.1.
- 12.11 The salary schedules and salary classification requirements of those serving in special assignments (extra duties) shall be paid in accordance with the schedules included in Appendix A-5 (Extra Duty Pay Schedule/Student Activities Assignments and Curriculum and Leadership Positions). If new stipend positions are proposed for inclusion in Appendix A-5, the District shall immediately meet and negotiate.
- 12.12 The work percentage of a part-time certificated unit member is the ratio of the number of minutes in actual class assignment compared to the number of minutes in actual class assignment of a full-time unit member at that school. This work percentage shall be used in computing salary from the proper placement on the schedule. Campus day, sick leave, and other benefits and responsibilities will also be calculated on the same ratio.
- 12.13 A unit member's salary cannot be changed during the term of an existing contract between the Board and the unit member unless the tentative placement is in error, or there is a change of assignment, duties, and responsibilities, or a change in the basic salary schedule or additional educational units are obtained by a unit member and appropriate paperwork submitted to Human Relations (See Article 12.8).

- 12.14 A unit member shall be granted one increment for each year of teaching service in Vista until the maximum salary of the class is reached. One year service credit shall be allowed when a unit member has completed two (2) consecutive years consisting of 50% or more of the teaching days.
- 12.15 Unit members who are assigned to more than one school per day shall be reimbursed at the prevailing IRS rate, for all driving done between their arrival at the beginning of their work day and the conclusion of their work day. Unit members who use their own automobiles in the performance of their regular duties shall be reimbursed for such travel in the same manner with prior written approval from their site or department administrator.
- 12.16 Unit members who are interested in substituting on days apart from their regular commitment shall notify the District in writing.
- 12.16.1 Substitutes shall be selected according to the following priority ranking:
1. Teacher-requested substitutes shall have first consideration.
 2. Unit members participating in the premium substitute program.
 3. Substitutes outside of the bargaining unit.
- 12.17 The method of payment for extra duty assignments shall be subject to the payment schedule developed by the San Diego County Department of Education. If more than one method of payment is available, the District and Association shall resume negotiations to determine which method shall be made available to Vista employees.
- 12.18 Special Education Extended School Year (ESY)
- 12.18.1 Special Education Extended Year teaching pay shall be per diem or the proportionate share of per diem depending upon the length of the teaching assignment. The daily rate is determined by the Teacher's placement on the salary schedule divided by the number of days in the work year calendar specified in Article 17.
- 12.18.2 Bargaining unit members who provided IEP support to the group(s) of students attending summer school shall be given first priority for all assignments designated as Special Education Extended Year assignments. The order of priority shall then be district wide, and then if needed, from outside the District. Teaching Special Education Extended Year is voluntary, not mandatory, for all teachers.
- 12.19 Salary Schedule Raises
- 12.19.1 All tentative agreements reached shall be valid only upon ratification of the Contract by both the Vista School District Board of Trustees and the membership vote of the Vista Teachers Association.
- 12.19.2 Beginning on July 1, 2018, the District agrees to adjust the salary schedule (Appendix A-2) by moving the amounts in Columns G, H, I to Columns A, B, and C and eliminating Columns G, H, I. Any employees who classified in Columns G, H, and I shall be moved to the corresponding new A, B, or C Column. Any employees who were classified in old Columns A, B, and C will remain but salary shall be adjusted with G, H, and I amounts.
- 12.19.3 Speech-Language Pathologists holding a Master's Degree shall be on the

same schedule (Appendix A-4) as Psychologists while serving in the Speech-Language Pathologist position.

12.19.4 Social Workers and Registered Nurses shall be on the same salary schedule as Psychologists (Appendix A-4)

12.19.5 Effective July 1, 2022, the certificated salary schedule shall be increased by 6.07%.

12.20 Adult Education Salary Schedule Appendix A-4:

12.20.1 Appendix A-4 will be adjusted as follows effective 7/1/2017:

12.20.1.1 Addition of Masters Column, Class VII

12.20.1.2 Adding of steps between 5 through 7

12.20.1.3 Adding of steps between 8 through 30 according to the calculations on Schedule

12.20.1.4 Increased hours of employment proportionally to step increases

12.20.1.5 Adult Education or Vocational Designated Subject Credential with no degree or preliminary credential will remain at Step 4 until such time as credential is received.

ARTICLE 13: UNIT MEMBER BENEFITS

13.1 The Board shall provide all eligible unit members and their dependents with health, dental, vision, and life insurance as described below.

13.1.1 Adult Ed/CTE

13.1.1.1 Adult Ed/CTE teachers who are assigned by the District at least eighteen (18) hours per week shall be eligible for a portion of the District contribution toward the health benefits described in this Article, pro-rated according to the percent of a full-time thirty-six (36) hour per week position.

13.1.1.2 An Adult Ed/CTE teacher may pay for the cost of benefits in excess of the District contribution by automatic payroll deduction. No Adult Ed/CTE teacher shall be eligible for more than one District contribution based on any combination of regular day school employment and Adult Ed/CTE employment. Any change in the District contribution resulting from a change in the Adult Ed/CTE teacher assignment shall take effect on the first of the next month following the effective date of the change. An Adult Ed/CTE teacher may not combine hours assigned in regular day school employment and Adult Ed/CTE employment in order to qualify for a greater District contribution toward health benefits than the teacher would qualify for a regular day school employee alone.

13.1.1.3 However, if a teacher's regular day school assignment and his/her Adult Ed/CTE assignment each equals at least fifty percent (50%) of the Full-Time Equivalent (FTE), as defined in this agreement for benefit purposes, then the teacher will qualify for one hundred percent (100%) of the District contribution. Examples, for illustration purposes only:

- A. Fifty percent (50%) of FTE assignment in regular day school program and thirty percent (30%) of FTE assignment in Adult Ed/CTE qualified for fifty percent (50%) District contribution.
- B. Thirty percent (30%) of FTE assignment in regular day school program and thirty percent (30%) of FTE assignment in Adult Ed/CTE qualifies for zero (0%) District contribution.
- C. Fifty percent (50%) of FTE assignment in regular day school program and fifty percent (50%) of FTE assignment in Adult Ed/CTE qualifies for one hundred percent (100%) District contribution.

13.1.2 ETK-12 Employees

13.1.2.1 Beginning July 1, 2022 and for the duration of this contract, the District will contribute a maximum, depending upon choice of plan, per full-time unit member (part-time pro-rated) for medical, dental, vision, and life insurance, \$12,000 toward the purchase of benefits for bargaining unit members.

13.1.2.2 The District will contribute a prorated share of the amount specified in 13.1.2.1 for all unit members working at least half-time but less than full-time if the part-time unit members elect to take the

coverage and pays the balance of the actual cost. Eligible part-time unit members may elect to take medical coverage only.

13.1.2.3 The monthly (12-pay) amount the District will contribute a maximum, depending upon choice of plan per full-time unit member (part-time prorated) shall be \$1,000.00.

13.1.2.4 It is understood that the Benefit Plan Year for each full-time unit member (part-time prorated) shall begin on October 1 or such other date as the District and VTA designate by written agreement and continue for a period of 12 months.

13.2 Employee-Employer Insurance Committee

13.2.1 The parties agree to participate in a collaborative partnership as a means of delivering benefits during the term of the agreement. The Insurance Committee shall be a collaborative partnership, composed of equal representation from both VTA and management and shall meet on a regular basis to make recommendations affecting the insurance program. The type and level of benefits (examples: medical conditions qualifying for coverage, deductibles, and co-pays under the package) shall be modified only through the bargaining process. Members of this Committee shall not be paid for their service but shall receive four (4) event credits.

13.3 Miscellaneous Provisions, Duration of Benefits

13.3.1 The benefits provided in this Article covering medical, dental, vision, and life insurance, shall be for the term of this contract. Dependent coverage for medical, dental, and vision shall be extended for twelve (12) months after the death of a participating unit member. After twelve (12) months, the dependent may remain with the group plan for medical, dental, and vision at their own expense for the maximum term allowed by law for the District.

13.4 Benefits During Leaves

13.4.1 Coverage shall continue during the period of a Board-approved paid leave of absence covering half-salary or more. If a unit member is on leave of absence without any pay status, he/she may convert the medical, dental and vision plan coverage for the duration of the approved leave made on a direct payment basis by forwarding to the District in advance, the monthly, semi-annual or annual rate for the coverage. Direct payment for benefit coverage shall begin upon the commencement of unpaid leave and end upon return to paid status. If the employee wants to continue life insurance coverage during the unpaid leave, it can be for a period of twelve months only at the employee's expense.

13.5 Benefits Upon Separation from Employment

13.5.1 Should a unit member separate from employment (except for retirement covered below in Article 13.6), the unit member shall be entitled to continue coverage under the medical, dental, vision, and life plans through the last day of the month following the month during which the separation is effective. Employees who are on the "lay off list" (Reduction in Force employees) shall have their benefits continue through September 30th. The unit member shall then be entitled to COBRA benefits at their own expense as required by law.

13.6 Benefits Upon Retirement

13.6.1 If an active member of the bargaining unit retires from CalSTRS or CalPERS after January 30, 2003 and has rendered at least ten (10) years of full-time service or its equivalent with the Vista Unified School District and who chooses to retire at age 55 or later, the District shall contribute fifty percent (50%) of the maximum District contribution, at the time of retirement, annually towards the purchase of the District's insurance programs to age 65 and any Medicare, Medicare B, Medicare Supplement, or supplemental coverage provided by the agreed upon insurance program for members and/or their spouse until the retiree becomes 68 years of age or is deceased. The District contribution from age 65 to age 68 for the supplemental coverage shall be the costs up to the same dollar amount contributed for the District insurance programs for the retiree. Any additional cost for the supplemental coverage shall be borne by the retiree.

13.6.2 However, an active member, currently enrolled in health benefits, who retires from CalSTRS or CalPERS may choose to opt for a cash-out program if they desire. (Until age 65)

13.6.2.1 Cash out payments shall be as follows:

<u>AGE</u>	<u>AMOUNT</u>	<u>AGE</u>	<u>AMOUNT</u>
55	\$19,800	61	\$ 7,920
56	17,820	62	5,940
57	15,840	63	3,960
58	13,860	64	1,980
59	11,880	65	-0-
60	9,900		

13.6.2.2 A pro-ration of the cash-out shall be made which is dependent upon the exact age of the individual.

13.6.3 Any retiring individual may participate at his/her own cost in the District's medical plan or a combination of medical with dental and/or vision plans. Such former unit member shall pay the monthly premium in advance for continued coverage.

13.7 Replacement or Repairing Unit Member's Property

13.7.1 The Board shall reimburse unit members for damaged, destroyed, or stolen personal property such as eye glasses, hearing aids, dentures, watches, electronic devices, articles of clothing necessarily worn or carried by the unit member, or vehicles when any such property is damaged in the line of duty without fault of the unit member if such property is stolen from the unit member by robbery or theft while the unit member is in the line of duty, only to the extent that a unit member's Homeowner's policy deductible will not cover the claim. A unit member's Homeowner's policy is to be considered the primary insurer, and the District will only reimburse the unit member up to the deductible amount of that unit member's policy (not to exceed \$500). If the unit member does not have a Homeowner's policy, the District shall not be liable for more than \$500.

13.8 Benefits Upon Disability

- 13.8.1 Any member of the bargaining unit who has rendered at least ten (10) years of full-time service or its equivalent with the Vista Unified School District shall receive the following disability benefits.
- 13.8.2 While applying for disability leave, the employee shall assume financial responsibility for maintaining the health benefits. However, once the employee is determined to be eligible for the disability allowance, the District shall reimburse the employee up to \$220 per month for a period of not more than 39 months, as outlined in Article 16.3.
- 13.9 IRC Section 125 Benefits
 - 13.9.1 The District agrees to provide unit members, through the mutually agreed upon program as provided by IRC Section 125.
- 13.10 Health Benefit Waiver- Bargaining unit members who have coverage elsewhere may waive the health benefits provided under Article 13. The unit member would still have \$50,000 of life insurance to be paid by the District. Supplemental life insurance shall be paid by the employee.
 - 13.10.1 Dual-Covered Spouse Option- Eligible, full time, dual-covered Vista Unified School District (VUSD) couples may change to a single covered plan where one spouse is covered as a dependent on the other spouse's VUSD insurance plan.
 - A. The waiving spouse would be covered as a dependent under the medical, dental, and vision.
 - B. The waiving spouse would have no dual coverage under medical, dental, and vision.
 - C. Both the enrolled spouse and the waiving spouse would still have \$50,000 of life insurance each at a cost to be paid by the District. Supplemental life insurance costs shall be paid by the employee.
 - D. There shall be no monthly payroll medical premium deduction for either spouse.
 - 13.10.2 The District and VTA agree that 50% of the total amount of this savings shall go toward the certificated and management fund balance. The final calculation of the total amount of savings distribution to the fund balance will be made by the District based on the number of eligible, full time, and dual-covered VUSD couples participating in the married couple option. When any eligible plan offering no longer results in a savings this married couple option shall no longer be available.

ARTICLE 14: EARLY RETIREMENT PLAN

14.1 A retirement incentive may be offered by the District periodically.

ARTICLE 15: PART-TIME EMPLOYMENT WITH FULL RETIREMENT CREDIT

- 15.1 Teachers who meet the qualifications shall be allowed to apply for reduction in workload full-time to part-time under this Article. Full retirement credit for this part-time service may be earned if the employee is willing to make the retirement contribution in the amount the employee would have contributed if he/she had performed creditable service on a full-time basis. A written agreement between the teacher and the District shall be prepared and signed outlining the job description, duties, and location or locations of the assignment. To participate in this program:
- 15.1.1 The employee must have reached the age of fifty-five (55) prior to reduction in workload.
 - 15.1.2 The employee must have been employed in the Vista Unified School District full-time, in a position requiring certification for at least ten (10) years, of which, the immediately preceding five (5) years were full-time employment.
 - 15.1.3 The option of part-time employment must be exercised at the request of the employee and can be revoked only with the mutual consent of the employer and the employee.
 - 15.1.4 The employee shall be paid a salary which is the pro rata share of the salary he/she would be earning had he/she not elected to exercise the option of part-time employment, but shall retain all other rights and benefits for which he/she makes the payments, that would be required if he/she remained in full-time employment. The employee shall receive health benefits in the same manner as a full-time employee.
 - 15.1.5 The minimum part-time employment shall be the equivalent of one-half (1/2) of the number of days of service required by the employee's contract of employment during his/her final year of service in a full-time position.
 - 15.1.6 Employees may not participate after the age of sixty-five (65). Employees in the program who reach age sixty-five (65) during the school year may continue through that school year.
 - 15.1.7 Part-time status under this Article is limited to a period of five (5) years, following which the employee will retire.
 - 15.1.8 The teacher must submit retirement contributions based on the amount the employee would have earned if he/she remained in full-time employment.
 - 15.1.9 The reduced workload status must be based on a full school year or term and the minimum compensation paid or time worked must be equal to no less than one-half (1/2) time. No credit shall be allowed beyond the date of termination for any reason including discharge, death, or retirement. The reduced service may be on a daily schedule or full-time for at least one-half (1/2) year; however, all contributions must be paid monthly to the appropriate retirement program.
 - 15.1.10 Any teacher who is interested in participating in the program shall notify the Human Relations Department no later than March 15. The District shall schedule a meeting with such teacher on or before May 15, to develop a mutually agreeable program for such teacher.

- 15.1.11 Any agreement regarding part-time employment with full retirement credit must be mutually agreed upon by the Board and the participating teacher.
- 15.1.12 No teacher shall be pressured overtly or indirectly to participate in the part-time employment program.
- 15.1.13 On or before June 30, the Board shall provide the Association with a list of the teachers who will be participating in the part-time employment program.
- 15.1.14 A teacher who has entered into an agreement with the Board to participate in the part-time employment program shall have five (5) days from the date of his/her signing the agreement to revoke such agreement.
- 15.1.15 A teacher may request termination of this agreement and a return to full-time employment in writing no later than March 15 of any school year preceding his/her fifth (5th) year of participation. This request may be granted at the discretion of the District.

ARTICLE 16: LEAVE POLICIES

16.1 Sick Leave

16.1.1 For each year of service, every full-time certificated employee shall be entitled to one day per month assigned, up to ten (10) days, for absence due to personal illness or injury with full pay whether or not the absence arises out of or in the course of his/her employment. Permitted days of absence are exclusive of all days the employee is not required to render service to the District. If an employee does not take the full amount of leave allowed in any school year, the amount not taken shall be accumulated from year to year. A part-time employee on a regular basis is entitled to a prorated amount of sick leave, except as provided in 16.1.1.1 below.

16.1.1.1 Each Adult Ed/CTE certificated employee and any other hourly certificated employee shall be entitled to one (1) hour for every eighteen (18) hours worked for absence due to personal illness or injury with full pay whether or not the absence arises out of or in the course of his/her employment. Permitted days of absence are exclusive of all days the employee is not required to render service to the District. If an employee does not take the full amount of leave allowed in any school year, the amount not taken shall be accumulated from year to year.

16.1.2 If an employee is absent due to illness or injury for a period of five (5) school months or less, and a substitute is employed, the amount deducted from the salary of the employee for any month in which the absence occurs shall not exceed the sum which is actually paid the substitute. If an employee is absent due to illness or injury, and a substitute is not employed, the employee shall receive whichever is greater of fifty percent (50%) of his/her regular salary or his/her regular salary less the established substitute rate during the absence for a period not to exceed five (5) school months.

16.1.2.1 The five (5) month period begins after the employee has used all full paid sick leave under Article 16.1. The employee shall not be provided more than (1) five (5) month period per illness or injury. If the use of differential sick leave occurs at a time when the full five (5) months will overlap into the next school year, the employee shall be entitled to only that amount of differential sick leave remaining at the end of the school year in which the illness or injury commenced.

16.1.2.2 When an employee has exhausted all available sick leave, including accumulated sick leave and differential sick leave and continues to be absent on account of illness or accident for a period beyond the five (5) month period, and the employee is not medically able to resume the duties of his or her position, the employee shall, if not placed in another position, be placed on a reemployment list for a period of 24 months if the employee is in probationary status, or for a period of 39 months if the employee is in permanent status. When the employee is medically able, during the 24 or 39 month period, the employee shall be returned to employment in a position for what he or she is credentialed and qualified. The 24 or 39 month period shall commence at the expiration of the five (5) month period of differential sick leave.

- 16.1.3 In the event an absence due to illness or injury is five (5) days or less, the employee may be required to sign a statement declaring that he/she was ill. If the illness or injury is for a period exceeding five (5) days, a statement signed by a medical practitioner may be required. At any time, the Board of Trustees may, at the Board's expense, require a statement from a medical practitioner designated by them to verify the individual was ill or injured and not able to work.
- 16.1.4 Sick leave benefits earned in other California public school districts may be transferred to or from Vista Unified School District as provided by law.
- 16.2 Religious Leave
 - 16.2.1 Each teacher shall be entitled to three (3) days of leave each school year to observe a religious holiday or holidays of his/her faith. Observance of a religious holiday or holidays may be claimed as personal necessity leave.
- 16.3 Disability Allowance
 - 16.3.1 The governing Board shall grant a leave of absence to any certificated employee who has applied for disability allowance, not to exceed thirty (30) days beyond final determination of the disability allowance by the State Teachers' Retirement System. If the employee is determined to be eligible for the disability allowance by the system, such leave shall be extended for the term of disability, but not more than thirty-nine (39) months from the date of approval of the disability allowance. Ed Code Section 44986. See Article 13.8 for health benefits while on disability.
 - 16.3.2 Provisions for notice of intention to return shall be the same as in regulations governing general leave except that such notice shall include a written statement from a medical practitioner or clinic designated by the District certifying the employee's ability to return to part-time or full-time service.
- 16.4 Industrial Accident/Illness Leave
 - 16.4.1 An employee shall be granted leave of absence with pay when he/she is absent due to an industrial accident or illness in the course of his/her employment in accordance with the following regulations:
 - 16.4.1.1 Such leave shall be for a maximum of sixty (60) working days per accident in any fiscal year. In the event that the sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to the amount of the unused leave due him/her for the same injury or illness.
 - 16.4.1.2 Such leave shall not be accumulative from year to year.
 - 16.4.1.3 Salary received from the District during such leave plus wage loss benefit checks received under Workers' Compensation laws may not exceed the employee's regular salary. Therefore, all benefit checks received by the employer or employee under Workers' Compensation shall be endorsed to the District, and the District shall pay the employee his/her normal salary during the period of leave.

16.4.1.4 An employee receiving industrial accident/illness leave shall remain within the State of California unless approval is given to leave the state.

16.4.1.5 An industrial accident or illness means any injury or illness whose cause can be retraced to the performance of services for the Board.

16.4.1.5.1 After an employee has exhausted the industrial accident/illness leave, he/she may use regular sick leave and any other compensation time off to cover absences caused by industrial accident/illness.

16.4.1.5.2 Regular sick leave shall be earned during an industrial accident/illness leave but shall be reduced by the number of days so credited if the employee cannot return to work to complete his/her contract.

16.4.1.5.3 When all paid leaves of absence have been exhausted by a certificated employee as a result of industrial accident/illness, such employee shall be placed on a health leave of absence without pay. Such leave is normally granted for one year only but may be extended for a maximum period of one additional year. If an employee has not sufficiently recovered by the end of the leave period, he/she shall retire (if eligible), resign, or accept dismissal for reasons of health. Application for reemployment for such employee shall be given full consideration when accompanied by evidence of full recovery and ability to meet current employment standards. If an employee who was classified as a permanent employee is rehired within thirty-nine (39) months after his/her last day of paid service, the Governing Board shall restore to him/her all rights, benefits, and burdens of a permanent employee, as provided by law.

16.4.1.6 An employee may choose to use their own doctor or medical practitioner under this article for Workers' Compensation and shall notify the District in writing as to that decision. The employee and medical practitioner must complete all paperwork and agree to the Workers' Compensation regulations. The paperwork shall be held at the Administrative Service Center (ASC), Workers' Compensation Office. Should an employee not designate their own medical practitioner, the employee shall use a Workers' Compensation referral doctor.

16.5 Bereavement Leave

16.5.1 Full pay shall be granted an employee for the first five (5) days he/she is absent on account of the death of the parent (biological, adoptive, foster, step-, custodial), spouse, child (biological, adoptive, foster, step-, custodial), sibling (biological, adoptive, foster, step-, custodial), parent-in-law, sibling-in-law, child-in-law, grandparent (biological, adoptive, foster, step-, custodial), grandchild (biological, adoptive, foster, step-, custodial), or any relative living in the immediate household of the employee. In the event more time is required for travel outside of State or 200 miles or more one way within the State, an additional two (2) days shall be granted.

16.6 Pregnancy Disability Leave

16.6.1 Employees are entitled to use sick leave for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions governing leaves of absence from other illness or medical disability. Prior to utilizing any accumulated sick leave balance, the employee shall receive three (3) weeks of paid maternity leave as described in Article 16.6.2. Such leave shall not be used for child care, child rearing, or non-medical preparation for childbearing, but shall be limited to those disabilities as set forth above.

16.6.2 Maternity Leave

The employee shall receive three (3) calendar contract weeks (15 paid work days) of fully paid leave under this section, which shall not count against the employee's sick leave accrual or any other leave of absence the employee may be entitled to under Article 16, including paid parental leave. This three-week period of leave shall be available to unit members beginning July 1, 2021. This three-week period of paid leave is only available during the contracted work year when the member is on leave for pregnancy-related disability. It will run concurrent with any paid pregnancy disability leave currently offered and/or enacted in the future, and it will not extend the total amount of time available for an employee to be on pregnancy disability leave.

16.6.3 The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the employee and the employee's physician; however, the District management may require a verification of the extent of disability through physical examination of the employee by a physician appointed by the District, and at the District's expense.

16.6.4 Employees are entitled to leave with differential pay for disabilities because of pregnancy, miscarriage, childbirth, or recovery therefrom when sick leave and the two-week period of fully paid leave have been exhausted. The date on which the employee shall resume duties shall be determined by the employee on leave and the employee's physician; however, the District management may require a verification of the extent of disability through a physical examination of the employee by a physician appointed by the District.

16.6.5 The employee on leave for pregnancy disability shall be entitled to return to a position comparable to that held at time the leave commenced.

16.7 Child Rearing Leave

16.7.1 Up to one full school year of unpaid leave may be granted to a male or female teacher who is a natural or adopting parent for the purpose of rearing his/her child. Arrangement for such leave must be made as soon as possible.

16.8 Military Leave

16.8.1 Any employee who enters the active military service of the United States or the State of California, or such auxiliary services as the Merchant Marine or the American Red Cross, shall be granted leave during the period of war or national emergency, and shall receive regular salary for the first thirty (30) calendar days

of such leave. The employee may return to a position within six (6) months after honorably leaving the service or being placed on inactive duty.

- 16.8.2 Members of the Armed Forces Reserve Corps or of the National Guard or Naval Militia are entitled to a temporary military leave and shall receive their regular salaries for the first thirty (30) calendar days and differential pay with military pay thereafter for the balance of that year of such leave. The employee shall make every effort to schedule the training duty at a time that will not conflict with regular school duties. If duty is required during the school year the employee is to notify the Human Relations Department five (5) days in advance of the assigned duty.

16.9 Personal Necessity Leave and Personal Day Leave

- 16.9.1 Any days of leave of absence for illness or injury allowed for sick leave may be used by the employee in cases of personal necessity. Personal necessity leave shall be limited to:

- 16.9.1.1 Death or serious illness of a member of the immediate family.

- 16.9.1.2 Accident involving his/her person or property or the person or property of member of his/her immediate family.

- 16.9.1.3 Personal necessity leave shall not be used for such matters as vacation, recreational activities, or any matter pertaining to an employee's personal business involving an auxiliary income.

- 16.9.1.4 The unit member will report the use of this leave when he/she reports the absence, using the VUSD absence reporting system.

- 16.9.2 Personal Necessity Leave for the following reasons shall be limited to twelve (12) weeks per school year.

- 16.9.2.1 Circumstances that are serious in nature and that the employee cannot reasonably be expected to disregard, and necessitate immediate attention, and cannot be taken care of after the work hours or on weekends (up to twelve [12] weeks per school year).

- 16.9.3 In the event of absence, due to personal necessity, the employee may be required by the District to sign a statement declaring this absence is due to one of the above approved personal necessity reasons.

- 16.9.4 This provision is intended to comply with the requirements of Education Code Section 44981, (personal necessity).

- 16.9.5 Personal Day Leave may be utilized by a unit member who has sufficient sick leave credit. A unit member may use up to five (5) days per school year of accumulated sick leave for personal business. These days may be used at the unit member's discretion and must have site administrative approval. The administrator shall provide a reason for a denial of a Personal Day upon request by a unit member.

- 16.9.5.1 A minimum of five (5) workdays advanced notice shall be required; such leave may not be used the first or last instructional day of the school year. Personal Day Leave shall not accrue from school year

to school year. Donated sick time may not be used to cover a Personal Day Leave.

16.10 Judicial Leave

- 16.10.1 The Board of Trustees of the District shall grant leaves of absence to employees, in positions requiring certification qualifications, regularly called for jury duty in the manner provided by law. The Board shall grant such leaves of absence with pay up to the amount of the difference between the employee's regular earning and any amount he/she receives for jury duty.
- 16.10.2 The District Superintendent or designee shall discuss with the affected employee the practicality of seeking exemption when acceptance would tend to materially disrupt the District's operations.
- 16.10.3 Employees serving jury duty during their breaks or electing to postpone jury duty to a scheduled break shall be compensated at the regular daily substitute rate for each day the individual reports to court, except as provided below.
 - 16.10.3.1 Jury duty leave shall be provided to Adult Ed/CTE teachers only for those hours they are required to provide jury duty when they were otherwise scheduled to perform their duties.
 - 16.10.3.2 Adult Ed/CTE teachers who postpone jury duty to a non-teaching time shall be compensated at the substitute rate for the hours of assigned work time during which they would have been on jury duty leave had they not postponed.
- 16.10.4 The employee must submit the court time sheet to the District to be reimbursed for his/her time for jury duty.
- 16.10.5 When an employee is required to appear in court on behalf of this District, no loss of salary shall be incurred. When an employee is required to appear as a witness in court or before a grand jury or to respond to a subpoena or an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee, a leave without loss of salary shall be granted up to the amount of difference between the employee's regular earnings and any amount he/she may receive as a fee for up to ten (10) work days.

16.11 Sabbatical Leave

- 16.11.1 An employee who has rendered satisfactory service in the District for at least (7) consecutive years may be granted a sabbatical leave. This leave shall be for the purpose of full-time study and/or research projects. Applicants must file a sabbatical leave request no later than March 1.
- 16.11.2 The employee shall provide service to the District to twice the period of the leave following the sabbatical. A bond to this effect must be provided by the employee.
- 16.11.3 The Board shall consider granting sabbatical leaves to no more than 1 percent (1%) of the total number of people in the bargaining unit each year, and funds shall be allocated for maximum implementation of this policy. In the event the number of applicants exceeds one percent (1%), recipients shall be selected by a committee consisting of three (3) members appointed by the Association and

two (2) members appointed by management. The committee shall consider the following factors in making its selection:

- A. Distribution by school and grade.
- B. Merit of reasons.
- C. Seniority of employment.
- D. History of previous leaves.
- E. Benefit to students of District.
- F. Application deadlines.

16.11.4 Sabbatical leave shall be offered in two (2) forms: one full contracted year at one-half (1/2) annual salary; or one-half (1/2) contracted year at one-four (1/4) annual salary. At the expiration of the Sabbatical Leave of Absence, every reasonable effort shall be made to return the teachers to essentially the same assignment they held or they may, at their discretion, apply for a transfer to a different vacancy.

16.11.5 The employee on sabbatical leave shall enjoy the same health and welfare benefits as any other employee on full-time assignment.

16.11.6 All applications for sabbatical leaves must outline the proposed program, state prospective benefits to the District, and be submitted in accordance with procedures established by the Superintendent.

16.12 General Leave

16.12.1 After having completed four (4) years of service, any certificated employee may, at the discretion of the Board, be granted a leave of absence without pay for not less than one semester nor more than one (1) year.

16.12.2 The employee shall provide the Board with written notice by March 1st for a first semester or one year leave for the upcoming school year. For a second semester leave of the current school year, the employee shall provide written notice by September 15th. The employee shall provide the Board with written notice of his/her intention to return by November 1st for a first semester leave or by March 1 for a second semester or one year leave. Failure to notify the Board shall be considered as notice that the teacher shall not return and that the position is vacant. At least ten (10) days before the notice is due, the District shall remind the employee of this obligation by certified letter.

16.12.3 If a full-time general leave is extended by the Board for a second year, the person filling the vacancy shall be offered a probationary contract. This provision would not be in effect if the teacher on leave is committed to a one time two year or less teaching assignment in a foreign country.

16.13 Public Office Leave.

16.13.1 Every certificated person who has permanent status and is elected to any public office requiring absence from District employment shall be granted a leave of absence without pay from his/her duties as an employee of the District.

16.13.2 During the term of such leave of absence, the employee may be employed by the District to perform such less-than-full-time service requiring certification qualifications for such compensation and upon such terms and conditions as may be mutually agreed upon. Such absence shall not affect in any way the classification of such employee.

- 16.13.3 Within six (6) months after the term of office of such employee expires, he/she shall be entitled to return to a position in the District at the salary to which he/she would have been entitled had he/she not absented himself/herself from the service of the District under this section.
- 16.14 Unpaid Days of Absence
- 16.14.1 Employees may, by mutual agreement with the District, be granted unpaid days of absence for any reason not allowed under any paid leave in this Article.
- 16.15 Family Leave Act
- 16.15.1 It is the intent of this provision to be consistent with the federal Family Medical Leave Act of 1993 (29 U.S.C. § 2601 et seq.) and the California Family Rights Act of 1991, as amended October 5, 1993 and 2016 (Cal. Gov't Code § 12945.2). It shall be interpreted so that there shall be no violation of state or federal law.
- 16.15.2 Full-time certificated employees with more than twelve (12) months of continuous service with the District shall be granted family care and medical leave for up to a total of twelve (12) work weeks in a school year pursuant to the requirements of this provision. Employees are entitled to use accumulated sick leave for this absence. Part-time certificated employees who have completed at least one thousand two hundred fifty (1,250) hours of service in the twelve (12) months preceding the leave shall be entitled to the same benefit.
- 16.15.2.1 For purposes of this provision, the term "family care and medical leave" means:
- A. leave for reason of the birth of a child of the employee, the placement of a child with an employee in connection with the adoption of the child or foster care of the child by the employee, within one year of such birth or placement;
 - B. leave to care for the employee's spouse, child or parent with a serious health condition; or
 - C. leave because of a serious health condition of the employee that makes the employee unable to perform the functions of his or her position, except for leave taken for disability on account of pregnancy, childbirth or related medical conditions.
- 16.15.3 For purposes of this provision, the term "child" means a biological, adopted, foster child, a step-child, a legal ward, or a child of an employee standing in loco parentis who is either under eighteen (18) years of age or incapable of self-care because of a mental or physical disability.
- 16.15.3.1 For purposes of this provision, the term "parent" means biological, foster, adoptive parent, a step-parent or a legal guardian, or other person who stood in loco parentis to the employee when the employee was a child.
- 16.15.3.2 For purposes of this provision, the term "serious health condition" means an illness, injury, impairment, or physical or mental condition which involves either of the following:

- A. Inpatient care in a hospital, hospice, or residential health care facility; or
 - B. Continuing treatment or continuing supervision by a health care provider.
- 16.15.3.3 For purposes of this provision, the term "health care provider" means an individual holding either a physician's and surgeon's certificate issued pursuant to applicable law, or an osteopathic physician's and surgeon's certificate issued pursuant to applicable law, or an individual who has been determined by the United States Secretary of Labor to be capable of providing health care services under the Family and Medical Leave Act of 1993.
- 16.15.4 An unpaid family care leave shall be treated as any other unpaid leave. During the unpaid family care leave an employee shall retain employee status with the District, and such leave shall not constitute a break in service. An employee returning from an unpaid family care leave shall have no less seniority than when the leave commenced.
- 16.15.5 If the employee learns of facts necessitating a family care and medical leave more than thirty (30) calendar days prior to the time the leave is needed, the employee shall provide written notice to the District immediately. A minimum of thirty (30) calendar days written notice is required.
- 16.15.6 If the employee learns of facts necessitating the family and medical care leave less than thirty (30) calendar days prior to the time the leave is needed, the employee shall provide written notice to the District as soon as possible. The employee is required to provide the District with written notice within five (5) working days of learning of the need for the leave.
- 16.15.7 If the employee's need for the leave is foreseeable due to a planned medical treatment or planned supervision of the employee, or that of a child, parent, or spouse with a serious health condition, the employee shall consult with the District regarding the scheduling of the treatment or supervision so as to prevent undue disruption to the operations of the District. Any scheduling of treatment or supervision shall be subject to the approval of the health care provider of the individual with the serious health condition. In any event, thirty (30) calendar days written notice is required.
- 16.15.8 The District requires that an employee's request for a family care and medical leave be supported by a written certification issued by the health care provider of the individual family member requiring care.
 - 16.15.8.1 If the employee is requesting the leave to care for a child, parent, or spouse with a serious health condition, the certification shall include:
 - A. the date on which the serious health condition commenced;
 - B. the probable duration of the condition;
 - C. an estimate of the time that the health care provider believes the employee needs to care for the individual requiring the care;
 - D. a statement that the serious health condition warrants the participation of the employee to provide care for the employee's child, parent, or spouse.

- 16.15.8.2 If the employee is requesting the leave for his or her own serious medical condition, the certification shall include:
- A. the date on which the serious health condition commenced;
 - B. the probable duration of the condition;
 - C. a statement that, due to the serious health condition, the employee is unable to perform the function of his or her position.
- 16.15.8.3 If additional leave is requested beyond the period stated in the certification, the District may require the employee to obtain recertification in accordance with the procedures set forth above.
- 16.15.9 In any case in which the District has reason to doubt the validity of the certification provided for the employee's own serious health condition, the District may require, at the District's expense, that the employee obtain the opinion of a second health care provider, designated or approved by the District, concerning any information certified under Article 16.15.8.2.
- 16.15.10 In any case in which the second opinion described in Article 16.15.9 differs from the opinion in the original certification, the District may require, at the District's expense, that the employee obtain the opinion of a third health care provider, designated or approved jointly by the District and the employee. The opinion of the third health care provider shall be considered to be final and shall be binding on the District and the employee.
- 16.15.11 As a condition of an employee's return from leave taken because of the employee's own serious health condition, the employee shall obtain certification from his or her health care provider that the employee is able to resume work.
- 16.15.12 An eligible employee may elect, or the District may require the employee, to substitute accrued paid leave such as sick leave, differential pay sick leave, or any other paid leave for any part of the twelve (12) work week period.
- 16.15.13 Family care and medical leave taken because of the serious health condition of the employee or the employee's spouse, child or parent, may be taken intermittently or on a reduced schedule leave when medically necessary. Intermittent or reduced schedule leave shall not result in a reduction of the total amount of family care and medical leave to which the employee is entitled pursuant to state and federal law. Leave taken because of the birth of a child or placement of a child with the employee, shall not be taken intermittently or on a reduced schedule leave unless expressly agreed to by the District and the employee.
- 16.15.14 If an employee requests intermittent leave, or a reduced schedule leave, the District may require the employee to transfer temporarily to an available alternative position. The alternative position must be one which the employee is qualified for, which has equivalent pay and benefits, and better accommodates the recurring periods of leave than the employee's regular position.
- 16.15.15 During any period an employee takes unpaid family care and medical leave the District shall maintain and pay for coverage for current health and welfare benefits for a maximum of twelve (12) work weeks. The District may recover the premium that it paid as required by this provision for maintaining coverage for the employee under the group health plan if both of the following conditions occur:

- 16.15.15.1 The employee fails to return from leave after the period of leave to which the employee is entitled has expired.
- 16.15.15.2 The employee's failure to return from leave is for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to family care and medical leave or other circumstances beyond the control of the employee.
- 16.15.16 If both parents are employed by the District, the District shall not be required to grant leave in connection with the birth, adoption, or foster care of a child that would allow the parents family care and medical leave totaling more than twelve (12) work weeks within a school year.
- 16.15.17 Leave taken under the pregnancy disability provision set forth in Article 16.6 runs concurrently with family care and medical leave under Federal law, but not family and medical leave under California law. Consequently, an eligible employee may take a pregnancy disability leave of up to four (4) months and a family care and medical leave of up to twelve (12) work weeks, for a combination of four (4) months plus twelve (12) weeks (approximately seven (7) months).
- 16.15.18 Leave taken under the industrial accident or illness disability runs concurrently with family care and medical leave under both Federal and State law. An eligible employee may take a combined industrial accident or illness and family care and medical leave for a maximum total of twelve (12) work weeks in a school year.
- 16.16 Parental Leave
 - 16.16.1 Full-time/part-time certificated employees with more than twelve (12) months of continuous service with the District shall be granted California Family Rights Act leave (child bonding/parental leave) for up to a total of twelve (12) work weeks in a calendar year pursuant to the requirements of this provision. Employees are entitled to use sick leave for this absence and are entitled to differential pay if all sick leave has been exhausted. The leave must be completed within one (1) year of the birth or foster/adoptive placement of the child and the leave may be granted in two (2) week intervals. The employee shall have two (2) opportunities to request leaves of shorter duration. The foregoing provisions are intended to comply with Education Code section 44977.58 (AB 2393). A Human Relations administrator and the employee shall shorten the duration of leave to less than two (2) week intervals and the number of opportunities to request leaves of shorter duration upon their mutual agreement.
- 16.17 Donated Sick Leave
 - 16.17.1 Certificated employees may donate sick leave to a member of the bargaining unit who qualifies for leave due to an event affecting the employee or the employee's family's health, and the employee has exhausted all fully paid leaves of absence. To qualify, an application and appropriate medical documentation must be submitted to the Human Relations Department and VTA. It may not be used for child bonding/parental leave.
 - 16.17.2 An employee who chooses to donate sick leave may donate from his/her accrued sick leave.
 - 16.17.3 For this situation, sick leave donations shall be made in terms of days and shall be utilized in terms of days.

- 16.17.4 Employees who would like to donate sick days to another employee should make a request to donate to the certificated Human Relations Department and VTA.
- 16.17.5 Donations shall be transferred to the recipient as needed in the order they are received by the certificated Human Relations Department. Donated sick leave not used by the recipient shall be returned to the individual donors.
- 16.17.6 The recipient of donated sick leave shall be required to exhaust sick leave as it is credited during the absence for which the leave was donated.
- 16.17.7 Donated sick leave used by the recipient shall not exceed one (1) year in length and any utilization shall run concurrently with the five month differential pay as outlined in Article 16.1.2.
- 16.17.8 Nothing in section 16.16 shall be interpreted to entitle an employee to a leave of absence, with or without pay. Entitlement to leave shall be regulated by other applicable provisions of this Agreement.

ARTICLE 17: WORK YEAR

17.1 ETK-12 District Calendar Committee

- 17.1.1 A single Vista Unified School District calendar committee was established to develop the ETK-12 calendars.
 - 17.1.1.1 The committee shall include: two (2) teachers from grades ETK-5, two (2) teachers from grades 6-8, two (2) teachers from grades 9-12, one (1) VTA representative, the VTA president or designee, one (1) administrator from each grade band (ETK-5, 6-8 and 9-12), and one (1) District level administrator or designee. Other stakeholders may be included on the committee.
 - 17.1.1.2 The intent of the committee is to have a three (3) year District calendar. Therefore, each year, the committee shall make a recommendation to the Board of Trustees for the upcoming third year.
 - 17.1.1.3 The committee shall begin meeting on or before October 15th and the calendar recommendation shall be submitted to the Board of Trustees by February 1st.
 - 17.1.1.4 Service on the committee is voluntary and unpaid and shall receive three event credits.

17.2 ETK-8 Calendar

- 17.2.1 Beginning in the 2021-22 school year and thereafter, the ETK-8 work year calendar shall be one hundred eighty-six (186) days for teachers new to the District and one hundred eighty-five (185) days for teachers with at least one year's service to the District. These days shall be distributed as follows:
 - 17.2.1.1 One hundred eighty (180) teaching days
 - 17.2.1.2 Of the two preparation days, one seven and one half (7.5) site day and one six (6) hour site day to be used as a teacher preparation day before school starts. Opening day staff meeting shall not exceed ninety (90) minutes.
 - 17.2.1.3 The equivalent of six (6) hours or one day to be used for parent conferences conducted outside the contracted day. Two (2) evenings during the parent conference window, determined by the Site Based Decision Making Committee, shall be made available to schedule parent conferences. If no Site Based Decision Making Committee exists, then the Site Leadership Team shall make that determination. In the event the parent conference requirement has been fulfilled before the end of the parent conference window period, the Principal shall excuse the unit member from the evening conferences.
 - 17.2.1.4 Professional Development Days. The days will be distributed as follows:

- 17.2.1.4.1 Two days (15 hours) of Professional Development directed by the District.
 - 17.2.1.5 One (1) additional orientation day for teachers new to the District.
 - 17.2.1.6 Summary of ETK-8 Calendar
 - 180 Student Contact Days
 - 1 Teacher Prep Day
 - 1 Teacher Prep Day following 90 minute staff meeting
 - 2 Professional Development Days (Directed by the District)
 - 1 Equivalent day for Parent Conference (6 hours beyond contract day)
 - 185 Total
 - 1 (Plus 1 additional orientation day for teachers new to the District)
 - 186 Total for teachers new to the District
 - 17.2.1.7 ETK-8 Minimum Days.
 - 17.2.1.7.1 Extended instructional minutes shall be utilized so that grades ETK-8 shall institute minimum student days for parent conferences/professional development during the school year.
 - 17.2.1.7.1.1 To meet the required instructional minutes in a one hundred eighty (180) student contact day year:
 - 17.2.1.7.1.2 Grades ETK-8 shall be extended three (3) minutes per day to meet the required instructional minutes in a 180 student contact day year.
 - 17.2.1.7.2 This allows for a total of six (6) minimum days per year of which four (4) shall be parent conference days and two (2) shall be site professional development days.
 - 17.2.1.7.3 The Site Based Decision Making Committee shall determine the topic for the site professional development days. The District Calendar Committee shall select the dates for minimum day parent conferences and minimum day professional development.
 - 17.2.2.8 Any instructional minutes changed to modify the school day shall meet the State requirement for the annual instructional time. The Association and District mutually agree to adjust the minutes should they be out of State compliance.
- 17.2.2 The Site Based Decision Making Committee at each site shall meet to develop the content of professional development. If no Site Based Decision Making Committee exists, then the Site Leadership Team shall make that determination. Members of this committee shall not be paid for their services after the contract day but shall receive event credit.

17.3 9-12 Calendar

17.3.1 Beginning in the 2020-21 school year and thereafter, the 9-12 work year calendar shall be one hundred eighty-six (186) days for teachers new to the District and one hundred eighty-five (185) days for teachers with at least one year's service in the District. These days shall be distributed as follows.

17.3.1.1 One hundred eighty (180) teaching days.

17.3.1.2 Of the two preparation days, one seven and one half (7.5) site day and one six (6) hour site day to be used as a teacher preparation day before school starts. Opening day staff meeting shall not exceed ninety (90) minutes.

17.3.1.3 Six (6) hours of site-based professional development as determined by the Site Based Decision Making Committee. If no Site Based Decision Making Committee exists, then the Site Leadership Team shall make the determination. The district Calendar Committee shall select the date for this site-based professional development.

17.3.1.4 One (1) additional orientation day for teachers new to the District.

17.3.1.5 Summary of 9-12 Calendar

180 Teaching Days

2 Professional Development Days (Directed by the District)

1 Teacher Prep Day

1 Teacher Prep Day following 90 minute staff meeting

1 Site-Based Professional Development Day

185 Total

1 (Plus 1 additional orientation day for teachers new to the District)

186 Total for teachers new to the District

17.4 Return to the 180 Student Day Calendar (Traditional) from the YRE Calendar

17.4.1 In the event that the Board of Trustees decides to return any school on a year round education calendar to the 180 student day calendar (traditional), the teacher work year, workday and instructional minutes shall return to but not exceed the 1989-90 contract.

17.4.2 The District and Association agree that any future move to the 180 student day calendar (traditional) from the year round calendar (or the reverse) shall have no impact on the uniform Teachers' Salary Schedule/Benefits at the time of the change of calendars. The teachers on either calendar shall be compensated equally.

17.4.3 All Bargaining unit members shall be paid on a 12-month pay cycle for the fiscal year July 1 through June 30.

17.4.4 Bargaining Unit Members not currently on the July 1 through June 30 pay cycle shall be placed on the schedule according to the following plan:

- 17.4.4.1 All new hires shall be placed on the July 1 through June 30 pay cycle.
 - 17.4.4.2 Bargaining unit members involved in Track/Transfer changes shall be placed on the July 1 through June 30 pay cycle and no longer have skipped warrants.
 - 17.4.4.3 If a bargaining unit member retires from the District and his/her contract work year days have been completed by June 30th of the current year that member shall receive all due annual compensation for his/her services by June 30th of that year.
- 17.5 In the event the District elects to establish a YRE calendar, the District and VTA agree to meet and negotiate the impacts and effects.
- 17.6 Extended Work Year
- 17.6.1 The District within its discretion may request employees to work additional days beyond their regular work year. Employees who agree to do so shall be paid on a per diem basis. Employees shall be credited with one additional illness leave day for each such full twenty (20) additional days actually worked.
 - 17.6.2 The District within its discretion may request employees to work different student attendance days than those on the regular work calendar without changing the number of workdays. Employees who agree to do so may rescind such agreement on a yearly basis.
 - 17.6.3 Both the employee and the District are obligated to submit written notification of any intent to change an extended contract for the succeeding school year. Notification shall be submitted no later than May 1.
- 17.7 Extending Work Year for Extra Duties
- 17.7.1 The District may request and the unit members in the classifications listed below may agree to the following number of mutually agreed upon days of extended duty which shall be compensated at the per diem rate:

Middle School and High School

A.S.B. Director	10 days
Athletic Director	10 days
Counselor M.S./H.S	5/10 days
FFA/Agriculture Advisor	20 days
Librarian	10 days
Work Experience	5 days
AP and/or IB Coordinator	5 days
Student Store Coordinator	5 days
Special Education Dept. Chair	5 days
- 17.8 Exchange Days (ETK-12)
- 17.8.1 The practice of ETK-12 teachers trading days shall be allowed with the following provisions:

- 17.8.1.1 Five (5) exchange days per school year shall be allowed for each teacher. Teachers do not have to state their reason for requesting an exchange.
- 17.8.1.2 The site administrator shall be notified five (5) days prior to the trade.
- 17.8.1.3 In extenuating circumstances where a teacher needs more than the five (5) days allowed, a unit member may appeal in writing to his/her principal for additional days. The granting of additional days must have approval of the District Office and the site administrator.
- 17.8.1.4 If the unit member who is responsible for being the classroom teacher should be absent because of illness, the sick day shall be charged to that unit member.
- 17.8.1.5 Partial contract unit members shall be allowed exchange days within their schedule with the same provisions as Article 17.8.1 through 17.8.4.
- 17.8.1.6 The District and/or the Association bear no responsibility for the enforcement of private exchange agreements between individual teachers nor shall the District or Association be liable for the payment of additional compensation based upon any teacher working beyond his/her regular work year pursuant to any private exchange day agreement.

ARTICLE 18: TEACHERS' DUTY HOURS

18.1 Campus Day

- 18.1.1 The professional responsibilities for a full-time employee shall be seven and one-half (7.5) hours of school-based service per day inclusive of at least a forty (40) minute duty-free lunch period.
- 18.1.2 The seven and one-half (7.5) hours of school-based services shall include but not be limited to the following:
 - 18.1.2.1 Instructional Activities; Preparation Activities; Campus and Student Supervision; Parent Conferences and Meetings; Staff, Departmental, and Team/Grade Level Meetings; Tutorial and Guidance Assistance to students; Professional Growth and In-Service Meetings; Student Diagnostic and Assessment Activities; School and Student Record Maintenance; Curriculum Development; Instructional Material Development; Co-Curricular Activities; and WASC.

18.2 Delineation of Duties

- 18.2.1 It is the professional obligation of each bargaining unit member to participate in activities that serve to encourage, support and direct student learning. Those activities shall include instructional, non-teaching, and extracurricular duties. Non-teaching duties refer to any duties that encourage and support students, but do not involve direct instruction of students.
- 18.2.2 Certain school-sponsored events and/or responsibilities that take place outside the contractual day necessitate participation and supervision by certificated employees. Should any of the events required after the campus day begin in the evening hours, on the day of the event, the teachers' immediate supervisor shall permit all unit members who have evening duty to leave campus as soon as students are safely dismissed.
- 18.2.3 The events/responsibilities are grouped into three categories.
 - 18.2.3.1 Category I - This category of events/responsibilities is required of all employees as a professional obligation of service. Category I events/responsibilities include:
 - A. Graduation or recognition ceremonies or graduation rehearsal (8-12)
 - B. Back-to-School Night
 - C. Open House
 - D. Staff Meetings. No more than one (1) regularly scheduled meeting lasting no more than one (1) hour each, may be held per month from September through June. Principals will retain the right to hold emergency meetings. Site administration will determine the topics for these staff meetings based on site needs.
 - E. Professional meetings to include one WASC or CCR meeting; state required compliance meetings; and parent conferences (as per Article 17.2.1.3); and IEP/SST meetings.

18.2.3.2 Category II - Site administrators may require the attendance and supervision by certificated staff at up to four (4) events/activities per school year. A school site committee composed of administrators and teachers, with a majority of teachers elected by the teachers representing the certificated staff shall meet on an annual basis to determine the events and the weighted value of each event. Each site plan shall be submitted to VTA by September 30.

- A. Individual events/activities shall not exceed three (3) hours above and beyond the individual's contracted workday.
- B. Event supervision may be assigned from extracurricular events, athletic events and/or non-teaching duties and activities.
- or
- C. Sponsorship and supervision of a school-sanctioned club to be considered equivalent to the supervision of three (3) events/activities.
- D. The event credit for regular education 9-12 teachers with 504 and Special Education students may be determined by the site committee.
- E. The following events and their weighted values shall be common to all levels:

PAG	one (1) event
VTA Rep Assembly	three (3) events
VTA Executive Board	four (4) events
ETK-8 classroom teacher with four (4) or more 504 and/or Special Education students contacts	one (1) event
ETK-8 Special Education Teacher	four (4) events
9-12 Special Education Teacher	two (2) events

18.2.3.3 Category III - Teachers who serve at additional events shall be paid at the current hourly rate for certificated employees. All district-established committees shall be voluntary and will receive event credit. District-established committees may vary from year-to-year to meet District needs.

18.2.3.3.1 For required District Special Education meetings beyond the unit member's normal workday, unit members shall be paid at the hourly rate of pay.

18.2.4 Assignment Procedures for events in Category II

18.2.4.1 The principal at each building site shall meet with their faculty Site Based Decision Making Committee (see Article 22.5.1.1) to work out as accurately as possible the schedule of events and attendance as needed. If no Site Based Decision Making Committee exists, then the Site Leadership Team shall make that determination. Non-teaching duties shall be without additional compensation if they are conducted during the regular campus day. Part-time teachers shall only be required to serve their prorated share of events. Duties shall be assigned according to the following procedures:

- 18.2.4.1.1 The immediate supervisor at each building site shall prepare a master list of all non-teaching duty assignments, the estimated time required to perform each duty, and the frequency with which the duty is to be performed.
- 18.2.4.1.2 Based upon this master list, the immediate supervisor at each building site shall prepare a proposed schedule of non-teaching duty assignments in which duty assignments are so scheduled and arranged as to be approximately equal for each member of the bargaining unit at a given building. The proposed schedule of approximately equal non-teaching duty assignments shall be posted digitally by the site administrator and published in the faculty workroom.
- 18.2.4.1.3 During the first thirty (30) calendar days of the contract work year for traditional track employees or customized track employees, such members of the bargaining unit shall sign up for their fair share of non-teaching duties as listed on the schedule. The process to be determined by the Site Based Decision Making Committee. If no Site Based Decision Making Committee exists, then the Site Leadership Team shall make that determination.
- 18.2.4.1.4 After this initial sign up period, the site administrator may assign, on an equitable basis, up to the equivalent of four (4) events or activities per unit member to those individuals who have not voluntarily selected four (4) events/activities.
- 18.2.4.1.5 The proposed schedule of events for the year shall be published and distributed to each teacher. Hours shall be scheduled and so arranged as to be approximately equal for each member of the bargaining unit at a given building site.

18.3 Instructional Hours & Preparation Time

- 18.3.1 Comprehensive high school teachers shall have no more than six (6) teaching periods in any one campus day beginning in the 2024-2025 school year. They shall have one unassigned period (preparation period) at least equal to an assigned teaching period set aside within the cycle of teaching periods to be used for preparation, planning, and conferences.
- 18.3.2 Middle school teachers shall have no more than six (6) teaching periods in any one campus day. They shall have one unassigned period (preparation period) at least equal to an assigned teaching period set aside within the cycle of teaching periods to be used for preparation, planning and conferences. It is agreed by the parties that the approved waiver Vista Magnet Middle School and VIDA shall extend through the term of this agreement.
- 18.3.3 Excluding assigned Supervision Duty responsibilities, elementary teachers shall have the time before and after student contact hours for preparation, planning,

and conferences. In addition, elementary teachers in grades ETK-3 shall have thirty (30) minutes a week set aside as unassigned time during the instructional day to be used for preparation, planning and conferences. Elementary teachers in grades 4-5 shall have ninety (90) minutes a week set aside as unassigned time during the instructional day to be used for preparation, planning and conferences. Teachers who do not receive their preparation time in a shortened week shall receive full make-up time within four (4) weeks. In extenuating circumstances, the teacher and the site administrator shall agree on an alternative make up time during the same school year.

- 18.3.4 Adult Ed. Teachers and hourly certificated teachers who work three (3) or more hours per day shall receive fifteen (15) minutes paid time per day on their schedule for preparation, planning and conferences. Hourly certificated teachers who work six (6) or more hours per day shall receive a forty (40) minute duty free lunch.

18.3.5 Minimum Instructional Minutes

- 18.3.5.1 ETK-Kindergarten - The minimum school day for kindergarten students must be 180 minutes, including recesses, but excluding noon intermissions (Ed. Code 37202, 46115, 46117).

18.3.5.2 Elementary and Middle Schools:

- 18.3.5.2.1 Grades 1-3 - The minimum school day for students in grades 1-3 is 230 minutes. This excludes both recesses and noon intermissions. The Board can prescribe a shorter length for the school day due to lack of school facilities requiring a double session, in which case, the minimum school day must be 200 minutes (Ed. Code 46112, 46115).

- 18.3.5.2.2 Grades 4-8 - The minimum school day for students in grades 4-8 is 240 minutes. This excludes both recesses and noon intermissions (Ed. Code 46113, 46115).

- 18.3.5.3 High Schools - The minimum school day for high school students is 240 minutes (Ed. Code 46141). However, the minimum school day is 180 minutes for students enrolled in a continuation high school, continuation education classes, opportunity school or classes, adult education classes, special day or Saturday vocational training program, or specified work experience program (Ed. Code 46144, 46170, 46180, 46190).

- 18.3.5.4 VUSD Administrative Regulation 6112 outlines the above-noted minimum instructional minutes for every grade level.

18.3.6 Student instruction time shall not exceed:

- A. Grades ETK-5: Three hundred eighteen (318) minutes
- B. Grades 6-8: Three hundred fifty-eight (358) minutes
- C. Grades 9-12: Three hundred eighty-two (382) minutes

- 18.3.6.1 Extended instructional minutes for minimum days shall be modified in accordance with Article 17.2.1.7.

- 18.3.6.2 No general education teacher shall be required to supervise recess duty. Any general education teacher, who upon the request of an administrator, agrees to supervise recess duty shall be compensated at the hourly rate.
- 18.3.7 Extra teaching assignments outside the contract day shall be voluntary. This excludes any duties/events as outlined in Article 18.2
- 18.4 Definition of Instructional Time
 - 18.4.1 Education Code Section 46300 indicates that average daily attendance (ADA) is earned with at least three components. These are: certificated teachers, employment by school districts, and instructional activity. Other code sections indicate the minimum daily time for the various programs and grade levels. It is the intent of this Article to identify what activities can be considered to satisfy the minimum daily requirements and thus define instructional activity.
 - 18.4.2 Actual Classroom Instruction - Actual classroom instruction is any regularly scheduled classroom activity under the direct supervision of a properly credentialed teacher employed by the school district. Pupils assigned to those classes must be properly enrolled and regularly scheduled, have attendance records kept, and have the potential of earning transcript credit and/or grades for the courses attempted. Students who fail course work do not disqualify the apportionment day credit claimed on their behalf.
 - 18.4.3 Passing Time, Breaks, and Recess - Actual passing time is and has been allowed since 1967 for those students changing instructors and/or courses up to ten minutes between classes of like programs. Passing time is not credited for home to school, school to home, or to or from other programs such as CTE or adult programs.
 - 18.4.3.1 Classroom activities that are scheduled as single, continuous sessions for one hundred fifty (150) minutes or longer may credit one break up to ten (10) minutes to satisfy the student and/or teacher needs normally accomplished in passing periods.
 - 18.4.4 Study halls and homerooms shall be considered instructional activity if such activity is under the direct supervision of a credentialed teacher and students are regularly assigned with their attendance kept and reported as part of their daily program schedule.
 - 18.4.4.1 Optional participation by students or attendance in open unscheduled resource centers are not considered instructional activity time when computing the minimum day requirements.
 - 18.4.5 Independent contract study is authorized for regular ETK-12 programs pursuant to Education Code Sections 51745 and 51746. Subject to the regulations, the fulfilled contract student work that is submitted and evaluated to meet the credentialed teacher specifications is considered instructional activity providing the weekly student contracts at least meet the minimum day standards. The student time on task or the appointment time necessary for assignment and evaluation are not considered instructional activity in a direct sense. Teacher records must evidence the assignment and assessment process which constitutes educational activity.

18.4.6 In the regular high school program the work experience time on task has no bearing on instructional activity except that new provisions require one (1) hour per week of related classroom instruction or counseling as a qualifying element of a bona fide work experience program.

18.4.6.1 It is also understood that all other regulations and laws are observed to qualify as a State Department of Education approved program with school district supervision. However, the continuation education school students have a work experience time on task relationship. Work experience may qualify for up to ten (10) hours of the fifteen (15) required for continuation attendance. The general rule of thumb is judged on the issue that each five (5) units of work experience grade credit attempted requires a minimum of one hundred fifty (150) hours of employment within a semester. Therefore, the portion of all of the ten hours of instructional activity claimed within a week has a direct relationship to the time on task within the work experience program.

18.4.7 Activities excluded from instructional time are:

- A. When fees or admission charges are paid by the students.
- B. Non-curricular activity such as student clubs or other voluntary non-graded school extra-curricular activity.
- C. CTE or work experience time on task.
- D. Administratively assigned suspensions or expulsions.
- E. Nutritional activity

18.5 Non-Teaching and Extra Curricular Duties

18.5.1 Definitions

18.5.1.1 Non-teaching duties means any duties that are required by the Board and that do not involve instruction of students. Non-teaching duties refers primarily to the supervision of students outside the classroom including supervision of students at athletic events, student body activities, supervision of dances, sponsorship of clubs, field trips, elementary chorus, or other school sponsored or approved events and such duties as bus duty, patio study, sidewalk duty, parking lot duty, restroom duty, playground duty, and other duties of this genre. Extra-curricular duties means those duties that are enumerated in Appendix A-4.

18.5.1.2 Non-teaching duties shall be without additional compensation if they are conducted during the regular campus day and are assigned according to the following procedure:

18.5.1.2.1 The immediate supervisor at each building site shall prepare a master list of all non-teaching duty assignments, the estimated time required to perform each duty, and the frequency with which the duty is to be performed.

18.5.1.2.2 Based upon this master list, the immediate supervisor at each building site shall prepare a proposed schedule of non-teaching duty assignments in which duty

assignments are so scheduled and arranged as to be approximately equal for each member of the bargaining unit at a given building. The proposed schedule of approximately equal non-teaching duty assignments shall be posted digitally by the site administrator and published in the faculty workroom.

- 18.5.1.2.3 Members of the bargaining unit shall sign up for their fair share of non-teaching duties as listed on the schedule. A part-time teacher shall sign up for their prorated share.

18.6 Extra-Curricular Duties, Hours, and Payment

- 18.6.1 Extra-curricular duties shall be voluntary and at the rates specified in Appendix A-4: Extra Duty Pay Schedule/Student Activities Assignments.

18.7 Early Leave Procedure

- 18.7.1 When a unit member needs to leave prior to the end of the workday (but after the student day) they must notify the office prior to leaving.

18.8 Shared Assignments

- 18.8.1 On-site teachers wishing to participate in a shared contract shall make a proposal to their site administrator. On-site teachers shall have their shared assignment approved. The administrator and teachers shall come to a mutually agreed upon proposal.
- 18.8.2 A shared contract proposal from on-site/off-site teachers shall be submitted to the site administrator who will review the proposal with the applicants and accept or reject the proposal based on its educational merit. Teacher proposals not accepted shall receive a written explanation by the administrator of the reason for rejection.
- 18.8.3 Up to ten percent (10%) of the teaching positions at any elementary school site may be designated as shared assignments. Shared assignments shall be with pay pro-rated. A work schedule agreeable to the teachers and the on-site administrator shall be developed for any shared assignment.

18.9 Regular Teacher Substitute Compensation

- 18.9.1 In the event a substitute is not available, a regular teacher who upon the request of an administrator agrees to serve may be used as a substitute during their conference period. If a teacher declines to substitute, the administrator shall respect that decision. Elementary teachers who agree to take extra students when a substitute is not available shall equally divide the one-day compensation at 1.25 times the rate for a long-term substitute. If a teacher declines to take extra students, the administrator shall respect that decision.
- 18.9.2 Any teacher who serves the equivalent of a regular teaching day during the school year shall be entitled to take, without loss of pay or benefits, a professional growth day. Any professional growth day or time accumulated must be taken at times mutually agreed upon by administrator and teacher. A professional growth day may include conference or workshop attendance, or other professional development activities as approved by the site administrator.

18.9.3 Any teacher who serves any fraction of a regular teaching day during the school year, shall be paid at the prevailing hourly rate for that fraction of a day.

18.9.4 Any teacher who has accumulated a professional growth day or time through Regular Teacher Substitute Compensation shall have the option of receiving monetary compensation. Such compensation shall be reimbursed based upon the following formula:

A. Secondary - Teacher hourly rate x number of class periods supervised

B. Elementary - Teacher hourly rate x number of hours supervised

18.10 Room Sharing

18.10.1 When a need arises for teachers to share classrooms a site plan shall be developed by the site administrator.

18.10.2 ELD teachers will be assigned an appropriate teaching area and provided consistent, uninterrupted access to that area.

18.10.3 Teachers teaching in multiple classrooms shall be provided a daily rolling cart large enough to move any needed materials between classrooms.

18.10.4 The District is obligated to provide each traveling teacher a secure lockable cabinet in at least one of the classrooms used by that teacher.

ARTICLE 19: TEACHERS' SAFETY CONDITIONS OF EMPLOYMENT

- 19.1** Bargaining unit employees may use such force as is reasonable under the circumstances 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.
- 19.2** The employee and his/her supervisor shall report to the appropriate law enforcement authorities any incident in which a school employee is attacked, assaulted, or physically threatened by any pupil. Failure to make such a report could result in a misdemeanor.
- 19.3** Any abuse of school personnel, assault or battery upon school personnel, or any threat of force or violence directed toward school personnel at any time or place which is related to school activity or school attendance shall be reported by employees to their immediate supervisor. Employees shall notify the District relating to the violations described herein and shall complete required reports as soon as is practical.
- 19.4** Employees shall be provided coverage under the terms and conditions of the Industrial Accident/Illness Leave as defined in this Agreement, and illness leave provision for any injury or illness arising out of or in the course of their employment. The Board shall within ten (10) days of the consummation of this Agreement enter into an agreement with a qualified insurer.
- 19.4.1** Such agreement shall provide each teacher with adequate coverage against personal liability for damage, death of a person, injury to a person, or damage or loss of property caused by the teacher acting within the scope of his/her employment. Such insurance policy shall also cover all reasonable expenses incurred by the teacher in connection with his/her defense.
- 19.5** An employee has the right to submit written recommendations to the immediate supervisor regarding the maintenance of safe working conditions, facilities and equipment repairs and modifications, and other practices designed to ensure compliance with applicable standards of the California Insurance Fund and the provisions of the School District fire and liability insurance programs. Within ten (10) unit workdays of the submission of such recommendations, the immediate supervisor shall provide a written response that addresses the degree to which the recommendation will be accepted or rejected. If the recommendation is rejected, the employee can request a written explanation with supporting documentation, if applicable, for the rejection within thirty (30) workdays. If the reason for the rejection is not satisfactory, the unit member shall appeal in writing to the Assistant Superintendent of Human Relations within seven (7) workdays. The Assistant Superintendent of Human Relations shall hold a conference to attempt to resolve the appeal. The Assistant Superintendent of Human Relations shall communicate the decision in writing within seven (7) days of the conference. In the event the decision from the Assistant Superintendent of Human Relations is not satisfactory, the decision may be appealed in writing to the Board of Trustees within seven (7) days. The Board of Trustees will render its decision within 10 workdays after the following Board meeting. The Board of Trustees' decision will be final.
- 19.6** A teacher may suspend, for good cause, any pupil from his/her class for the day of the suspension and the day following. The teacher shall immediately report the suspension to the principal of the school and send the pupil to the principal 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. 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 was suspended, during the period of the suspension, without the concurrence of the teacher of the class and the principal, except as provided in 19.6.1 below. (California Education Code 48910)

- 19.6.1** An Adult Ed/CTE teacher may immediately suspend, for good cause, any pupil from his/her class. The student can be expelled with the approval of the principal or principal's designee. When CTE/Adult Ed students are concurrently enrolled during the high school day, the CTE/Adult Ed teacher shall follow 19.6 above.
- 19.7** A written description of the rights and duties of all teachers with respect to student discipline, including the use of punishment and the rights of suspended students, shall be distributed to each teacher in writing by October 15 of each year.
- 19.8** When, in the judgment of a teacher, a student requires the attention of the principal, assistant principal, counselor, psychologist, physician, or other specialist, he/she shall so inform his/her principal or immediate supervisor in writing. The principal or immediate supervisor shall arrange as soon as possible for a conference between himself/herself, the teacher, and the appropriate specialist to discuss the problem and to decide upon appropriate steps for its resolution.
- 19.9** As used in this Article, "within the scope of his/her employment" shall include any District-approved voluntary activities (such as a field trip) which involves student contact.
- 19.10** The District shall place (post) at prominent entry locations at each site notices (signs) for regulating unauthorized persons and loitering on campus.
- 19.11** The administration shall establish a procedure to inform the teacher(s) of each student who has caused or attempted to cause serious bodily injury or injury to another person, sexual harassment as defined in California Education Code section 212.5, or other acts described in Education Code Section 49079 (a), based on any written records that the District maintains or receives from a law enforcement agency regarding a student described in Section 49079 of the California Education Code. By August 1 of each year, the District will provide the Association with the established procedure for teacher notification and include a notice in the annual employee notifications. Any information received by a teacher pursuant to this provision shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher. This provision is intended to implement and incorporate the provisions of Section 49079.
- 19.12** The administration shall establish a procedure under which, if the site administrator or a District administrator has knowledge of a legally revealable health or medical condition of a student or employee which presents a substantial danger of injury or serious illness to the student or employee or to other students or employees, such condition shall be made known to those unit members whose assignment requires them to have contact with the student or employee. By August 1 of each year, the District will provide the Association with the established procedure for teacher notification and include a notice in the annual employee notifications. The condition shall be made known as soon as reasonably possible after such information becomes known to the administrator. This provision does not authorize unlawful discrimination against any student or employee based on a handicap or medical condition or authorize a unit member to refuse unilaterally to have such contact.
- 19.13** Teachers shall not be required to work under unsafe conditions or to perform tasks which endanger their health, safety, or well-being as determined by the appropriate Federal, State, or local public agency. The District agrees to follow OSHA requirements concerning training of unit members and notification to unit members who, by the nature of their assignments, work with or are exposed to hazardous chemicals and/or toxic materials.
- 19.14** Site supervisors shall provide itinerant support service personnel adequate workspace and access to a telephone through which confidential calls can be made.

ARTICLE 20: CLASS SIZE

20.1 Regular Classroom

- 20.1.1 Class sizes for grades ETK-3 shall be based on school wide averages. The school wide average for class sizes for grades ETK-3 shall not exceed twenty-four (24). The class size maximum for an individual grade ETK-3 class shall not exceed twenty-six (26) students. A schoolwide average for ETK-3 shall be computed by dividing the total number of ETK-3 students at a site by the total number of ETK-3 classroom teachers (excluding Mild Moderate/Education Specialist Teachers, Moderate Severe/Education Specialist Teachers, and Speech-Language Pathologists). The class size maximum for an individual grade 4-5 shall be thirty-four (34).
- 20.1.2 Class sizes for middle school classes shall not exceed thirty-four (34). The maximum student classroom contact for middle school teachers shall not exceed 190 students except as provided in Articles 20.1.4 and 20.1.5.
- 20.1.3 No individual high school class shall exceed thirty-eight (38) students after the first twenty-five (25) school days. Exceptions may be made when there is only one section offered but that section shall not exceed forty-two (42). A school may apply for a waiver to exceed the cap of forty-two (42). The maximum student classroom contact for high school teachers shall not exceed 165 students except as provided in Articles 20.1.4 and 20.1.5.
- 20.1.4 Exceptions to these maximums may be music-band, music-choral, and other courses that do not utilize the normal classroom concept.
- 20.1.5 Middle school and high school PE classes shall not exceed a school-wide average of forty-eight (48) with a class cap of fifty-eight (58). Exceptions in high school may be made for Athletic P.E. team sports.
- 20.1.6 Part-time teachers shall have a maximum student contact prorated to their part time status. For example, an 80% FTE teacher would have 80% of the maximum daily student contact ($.8 \times 165 = 132$ or $.8 \times 190 = 152$).
- 20.1.7 Teaching Sections In Excess of a Teacher's Contract
- 20.1.7.1 A grade 6-12 teacher, when requested by the administration to teach an additional section, beyond what is considered full-time, shall be compensated for that additional section at the fractional proportion of his/her salary. For example, a teacher who teaches seven (7) sections a day rather than the usual six (6), shall be compensated an additional one-sixth ($1/6$) of his/her salary. This shall be voluntary and the teacher shall have their preparation/conference period outside of the normal seven and one-half ($7 \frac{1}{2}$) hour work day. Teachers who are interested in this extra assignment shall notify the site administration by May 31 of the school year prior to the assignment allowing for the proper building of the master Schedule.
- A. The teacher at the site with the most District seniority who is credentialed in the subject area and currently teaching in the subject area, shall have the first right of refusal. If no one currently teaching in the subject area wants the assignment, the

most senior teacher credentialed in the subject area has the first right of refusal.

- B. Once a teacher has taught an additional section for one (1) semester or one (1) year, then that teacher shall go to the bottom of the seniority list for this assignment for a period of five (5) years. After five (5) years, the teacher's seniority shall come back into effect and move back up the list. A teacher who instructs in more than one subject area who has taught an additional section for one year shall move to the bottom of the seniority list in all subject areas for five (5) years. After five (5) years the teacher's seniority shall come back into effect in each subject area the teacher is instructing in at that time.
- C. In the event of equal seniority, the choice shall be made by lottery.
- D. The assignment may be for one semester or for the entire school year.
- E. If a site exceeds two assignments of this subject area a part-time or full-time teacher shall be hired.

20.1.8 At each site an annual review of class size focusing on safety and supervision issues and budgetary issues shall be conducted by the site leadership team.

20.1.9 In the event that any individual class size equals the appropriate class size maximum, the classroom teacher or VTA Representative may notify the site administrators on the negotiated District form.

20.1.10 In the event that any individual class size exceeds the appropriate class size maximum for a period of two (2) consecutive days, the classroom teacher or VTA Representative shall notify the site administrator on the negotiated District form.

20.1.11 Upon receipt of the negotiated District form referenced in Article 20.1.10, the principal shall propose a resolution in the class size problem within five (5) days or notify the teacher and the District administration that a resolution on site is not feasible. In the event the District is notified, the District administration shall meet with the school principal and affected staff within ten (10) days to discuss options and resolve the problem. These options shall include but not be limited to those listed below.

- A. Reassignment or rescheduling of students.
- B. Hiring of additional staff.
- C. Initiating action to provide additional classroom space.
- D. Reassignment of staff.

20.1.12 In the event that a resolution has not been achieved within the time lines specified herein, Articles 20.1.10 and 20.1.11 take the place of Levels I and II of the grievance process and the Association may file a grievance at Level III.

20.2 Program Areas

20.2.1 Nurses - Grades ETK-12 shall be provided with a minimum of one day per week of a nurse per school site with the exception of alternative schools and Adult School (these sites will be staffed based on individual site needs).

ARTICLE 21: TRANSFERS/REASSIGNMENTS AND FILLING OF VACANCIES

21.1 Definitions

- 21.1.1 Transfer: A relocation of a unit member from one school or work location to another including Speech Language Pathologists, Psychologists and Counselors.
- 21.1.2 Reassignment: A relocation of a unit member from one classification in the unit to another; a relocation of a unit member from one subject preparation to another subject preparation; or from one grade level to another at the same location.
- 21.1.3 Vacancy: Any position in the unit to which no unit member has been assigned.
- 21.1.4 Involuntary: Not at the request of a unit member; made by the District.
- 21.1.5 Voluntary: At the request of the unit member or when a unit member agrees to an administrator's request to change assignments.

21.2 Posting and Filling of Vacancies

- 21.2.1 PM Program - Current contract regarding PM Programs shall be followed with the following exceptions:
 - A. The filling of vacancies with current members shall be voluntary.
 - B. Current members shall have a right to return to the site/school for a period of two (2) years.
 - C. Members who want to return shall submit their intent to return by February 1.
- 21.2.2 All site or Speech Language Pathologists, Counselors and Psychologists vacancies shall be announced at the site or to that Speech Language Pathologist, Counselor and Psychologist group before the vacancy is posted on the District's job board. All voluntary requests to move within a building shall be considered by the principal before positions are open to voluntary transfer applicants from other work locations.
 - 21.2.2.1 Adult Education and CTE teachers wishing to be considered for Adult Ed/CTE vacancies shall submit their request to the Adult Education principal. The principal shall maintain a list of interested teachers. The Adult Education principal shall consider the interested teachers when filling the position.
- 21.2.3 The District management shall e-mail certificated staff and post on its Job Board on the District website all known bargaining unit vacancies as they occur. The posting of available positions shall include: assignment, length of work year and opening and closing dates of each vacancy. Each vacancy posting shall specify an open period for application, which shall be no less than five (5) days.
 - 21.2.3.1 Employees may send transfer request forms to the Human Relations Department at any time in order to be interviewed for anticipated job openings, when posted. These transfer requests must specify school and subject area preference. These transfer requests shall remain in effect and active until September 1 following their submission. On September 1 all transfer requests that are currently on file shall be eliminated. Employees may reapply each year. A permanent unit member with most recent

overall evaluation rating of "Meets or Exceeds District Requirements" may file a transfer request with the Human Relations Department. The request shall be on the District-supplied form and submitted to the Human Relations Department.

21.2.3.2 All qualified and properly credentialed unit members who properly submit a transfer request form shall be contacted by the site and provided an interview opportunity.

21.2.3.3 By May 1 of each year, the District shall provide the Association with the schedule for determining staff assignments, involuntary transfers and designating open positions. An employee is limited to one (1) voluntary transfer per school year, unless returning to the site they were at prior to the first voluntary transfer if that initial transfer was District initiated during that same school year.

21.2.4 The District shall give the employee official notification of the disposition of the transfer request, and upon written request from the unit member, the appropriate district manager shall meet with the employee to discuss the interview.

21.2.5 The filing of a transfer request form for a vacancy is without prejudice to the employee and shall not jeopardize their present assignment. A transfer request for a vacancy may be withdrawn by the employee in writing at any time prior to official notification of transfer approval.

21.2.6 If a school enrollment changes or unforeseen staff attrition create a vacancy(s), the provisions of Article 21.2 through 21.2.5 shall not apply during the first three (3) weeks of the students' instructional year.

21.2.7 Vacancies shall be posted and interviews may be conducted for inside and outside candidates concurrently.

21.3 Transfers Initiated by the District

21.3.1 When a transfer is required at a school site or work location, site unit members or the Speech Language Pathologists, Counselors, Psychologists shall be notified at least two (2) days prior to identifying the individual to be transferred.

21.3.1.1 Voluntary - At this time any interested, properly credentialed unit member at that site or the Speech Language Pathologists, Counselors, Psychologists may put in a transfer request for that transfer position. Voluntary transfers shall be placed before involuntary transfers take place except when opening new schools.

21.3.1.2 Involuntary - If there is no selection of a voluntary transfer applicant:

21.3.1.2.1 Notice of any involuntary transfer shall be given in writing to the teacher at least five (5) working days prior to the effective date of the transfer.

21.3.1.2.2 Any notice of involuntary transfer shall include the reason(s) for the transfer. If requested by the employee, a meeting with the site administration shall be held to discuss the reasons for the change.

- 21.3.2 Involuntary transfer - An involuntary transfer shall only be made for one or more of the following reasons:
- A. To balance the teaching staff, school, or schools in accordance with the District's Affirmative Action plan or ELD/Bilingual requirements.
 - B. To balance the teaching staff, school or schools in order to meet comparability guidelines or State or Federal programs.
 - C. To balance and equalize class size, school or schools because of changes in enrollment.
 - D. To accommodate a change in facilities including school closures.
 - E. To accommodate specific program needs requiring specific qualifications among the teaching staff of a school or schools.
 - F. To facilitate a personnel issue that cannot be handled in another venue (see A-E above). Prior to using this reason, other means to solve the issue must have been exhausted. The reason for such involuntary transfer cannot be for punitive purposes, disciplinary purposes, arbitrary or capricious reasons or without a basis in fact as outlined in 21.3.5 below.
- 21.3.3 Any teacher transferred during the school year shall be accorded five (5) non-teaching days prior to the beginning of the new assignment for the purpose of move orientation. This does not apply to a unit member who applies for and obtains a position at another site.
- 21.3.4 A teacher shall not be transferred more than once in any school year due to enrollment changes.
- 21.3.5 No unit member shall be transferred for disciplinary purposes, for arbitrary or capricious reasons, or without a basis in fact.
- 21.3.6 Any unit member who has been involuntarily or voluntarily transferred due to staff or facility reduction shall have the right to return to the school from which he or she was transferred if a vacancy occurs for which he or she is properly credentialed.
- 21.3.6.1 In order to be eligible to return under this provision, the unit member must submit the transfer request form for the vacancy(s) during the posting period. This right to return shall last up to one (1) calendar year.
- 21.3.7 If the reason(s) for the involuntary transfer under Article 21.3.2 does not itself determine which specific unit member(s) is to be involuntarily transferred, the District shall determine which unit member(s) is to be involuntarily transferred by applying the following criteria:
- A. At elementary schools, the unit member with the least District seniority at the site shall be transferred. At secondary schools, the unit member with the least District seniority at the site in the department requiring the transfer shall be transferred.
 - B. If a tie exists then the unit member or the Speech Language Pathologists, Counselors, Psychologists with the least seniority at the site or the Speech Language Pathologists, Counselors, Psychologists shall be transferred.
 - C. If a tie exists then the unit member with the most restrictive credential shall be transferred.
 - D. If a tie still exists then the unit member who does not possess a doctorate degree shall be transferred.

- E. If a tie still exists then the unit member who does not possess a master's degree shall be transferred.
- F. If a tie still exists then the unit member with the most recent date of conferral of a master's degree shall be transferred.
- G. If a tie still exists then the site administration shall conduct a random draw to determine the unit member who shall be transferred. A VTA representative shall be invited to observe the draw.

21.3.8 Should any transfer require a change of rooms, grade level, or subject preparation and such change necessitates the movement of District property and/or a teacher's instructional materials, the site administrator shall arrange appropriate custodial assistance to move the material, if so requested by the affected employee.

21.4 Assignment/Reassignment

21.4.1 Notification

- 21.4.1.1 The District shall notify new employees of their assignment at the time of their hiring if possible.
- 21.4.1.2 The District shall give returning employees their tentative assignment for the subsequent year not later than the last day of the school year.

21.4.2 Voluntary Reassignment

- 21.4.2.1 Subject to the approval of the site administrator, unit members at the site or the Speech Language Pathologists, Counselors, Psychologists may voluntarily exchange assignments for the following school year. Approval or denial by a site administrator shall not be subject to the grievance procedure.
- 21.4.2.2 A voluntary reassignment, which occurs as a result of a vacancy, shall be subject to the provision as outlined in Article 21.2.
- 21.4.2.3 Should any reassignment require a change of rooms, grade level, or subject preparation and such change necessitates the movement of District property and teacher's instructional materials, the site administrator shall arrange appropriate custodial assistance to move the material, if so requested by the affected employee.
- 21.4.2.4 In the event the reassignment occurs after the beginning of the instructional year, at least one (1) instructional free workday shall be provided for the affected unit member to prepare for the new assignment. The free workday shall be determined mutually between the affected employee and site administrator.

21.4.3 Involuntary Reassignment

- 21.4.3.1 In the event a change is made in an employee's tentative assignment, the affected employee shall be notified. If requested by the employee, a meeting with the site administration shall be held to discuss the reasons for the change.

- 21.4.3.2 Should any reassignment require a change of rooms, grade level or subject preparation and such change necessitates the movement of District property and teacher's instructional materials, the site administrator shall arrange appropriate custodial assistance to move the material, if so requested by the affected employee.
- 21.4.3.3 In the event the reassignment occurs after the beginning of the instructional year, at least one (1) instructional free workday shall be provided for the affected unit member to prepare for the new assignment. The free workday shall be determined mutually between the affected employee and site administrator.
- 21.4.3.4 Should any transfer change require a change of rooms, grade level, or subject preparation and such change necessitates the movement of District property and teacher's instructional materials, the site administrator shall arrange appropriate custodial assistance to move the material, if so requested by the affected employee.

21.5 Opening of New Schools/Boundary Changes/Collapsing of Classes

- 21.5.1 Before a new school is to be opened, a unit member selection process shall be mutually agreed upon by the VTA and District.
- 21.5.2 Staff changes due to adjustments of boundaries shall follow the procedures of Article 21.5.1 above.
- 21.5.3 If a unit member's teaching assignment is collapsed at an elementary school during the school year, the teacher with the least District seniority at the site shall be involuntarily transferred unless another employee volunteers. The collapse shall take place for the teacher with the least District seniority at the grade level at that site.

21.6 Transfers due to Layoffs (RIF):

- 21.6.1 In the event that the District experiences unit member layoffs that result in a minimum of fifteen (15) involuntary transfers, and after teachers returning from Leaves of Absence have been assigned, the following placement procedures shall go into effect:
 - 21.6.1.1 The District shall determine which sites will need to reduce staff.
 - 21.6.1.2 Teachers needing to be transferred from these school sites shall be selected by the least District seniority at the site. Employee voluntary transfers shall be considered before involuntary transfers.
 - 21.6.1.3 These teachers shall be sorted by credential and seniority date within these credential pools. District shall reserve the right to assign teachers into these credential pools.
 - 21.6.1.4 The District creates job opening lists by credential requirements. Openings shall be listed by school site only.
 - 21.6.1.5 The teachers with the highest District seniority in each pool shall be given the opportunity to select the school site opening of their preference.

- 21.6.1.6 Any unit member who has been involuntarily transferred shall have preference in returning to the school from where he/she was transferred if a vacancy occurs for which he/she is properly credentialed. In order to be eligible to return under this provision, the unit member must apply for the vacancy(s) during the posting period. This preference to return shall last up to one (1) calendar year.

ARTICLE 22: SITE BASED DECISION MAKING

- 22.1 Agreements that give staff at individual schools increased authority in decision making over issues that affect student performance foster effective professional practice. In order to encourage the development and implementation of Site-Based Decision Making (SBDM) at all sites in the Vista Unified School District, the parties agree to provide the opportunity to create SBDM Committees.
- 22.2 Site Based Decision Making Committee
 - 22.2.1 The site committee shall have representation from management and teachers, and when issues affect groups other than bargaining unit members, shall be expanded to include classified employees, parents, and students (secondary level).
 - 22.2.2 A School Site Council (SSC) shall exist at all sites as required by Education Code. The purpose of the SSC shall be as stated in Education Code. When appropriate, the SSC may include members of the SBDM Committee.
- 22.3 Formation and Site Approval of the Committee
 - 22.3.1 For the purposes of fulfilling the duties and responsibilities outlined in this Article, the identified SBDM Committee must have two-thirds (2/3) vote approval of the unit members at the site.
 - 22.3.2 A current site committee that wants to take on the duties and responsibilities of the identified SBDM Committee must be recognized by complying with Article 22.3.1.
 - 22.3.3 Sites that do not have an identified SBDM Committee can form one. Grade level leaders (ETK-8) or department chairs (9-12) shall meet with site administrators to determine the composition of the SBDM Committee. This committee must be recognized by complying with the vote approval in Article 22.3.1. Sites may modify the composition of the committee to fit their needs with a two-thirds (2/3) vote of the unit members on the site as long as it does not violate Article 22.2.1.
- 22.4 Representative Appointments
 - 22.4.1 Teachers' positions shall be filled by an election conducted by the VTA. A VTA representative appointed by the VTA may sit as an ex-officio member of the committee.
 - 22.4.2 Administrator positions shall be decided by administrators.
 - 22.4.3 Classified representatives shall be decided by classified employees.
 - 22.4.4 Parent representatives shall be decided by the parents.
 - 22.4.5 Student representatives (secondary level) shall be selected by students.
 - 22.4.6 Participation on the site committee is voluntary and committee members shall not receive compensation for regular committee work. The committee shall establish its regular meeting schedule so that it does not require teachers to be absent from their teaching assignment. If special committee work is required during any of the employee member's regular workday, the employee members

shall be released from their regular duties without loss of pay. However, every effort should be made to conduct committee business during noninstructional hours.

22.5 Authorized Decisions

22.5.1 The Site Based Decision Making Committee is authorized to make the following bargaining unit member decisions:

- 22.5.1.1 Weighting of events defined in current contract Article 18.2.2. This decision shall be made by the certificated members of the committee.
- 22.5.1.2 Site staff development day activities.
- 22.5.1.3 The committee shall determine ETK-8 leadership positions, job descriptions, and the selection process every two years.
- 22.5.1.4 The committee shall collaborate with the high school principal to determine leadership positions and job descriptions.
- 22.5.1.5 The committee shall be made aware of site certificated staff openings and shall recommend the process for determining candidates to be interviewed and staff for participation on the interview committee. The interview committee shall recommend those candidates they feel appropriate and the principal shall make the final selection. The principal shall provide an explanation to the selection committee if a candidate who was not recommended by the committee is selected for the position.
- 22.5.1.6 The Board shall determine the curriculum and programs that shall be implemented at sites. When the curriculum and/or program allows options in materials and/or process, the committee shall determine the options to be used by the site. This article does not limit teacher rights defined by the Academic Freedom Clause of the VTA/VUSD contract.
- 22.5.1.7 During the development of the certificated staffing plan by the principal, the committee shall review and make recommendations. Changes to the plan shall be reviewed by the committee as soon as possible after they are made. If a site has extra staffing units after the plan is finalized, the committee can make recommendations regarding the use of the extra units. The principal shall provide the committee with an explanation if the recommendation is not followed.

22.5.2 Decisions Affecting Certificated and Non-Certificated Areas

- 22.5.2.1 The committee shall be made aware of site non-certificated staff openings and non-certificated staff shall recommend the process for determining candidates to be interviewed and staff for participation on the interview committee. The interview committee shall recommend those candidates they feel appropriate and the principal shall make the final selection. The principal shall provide an explanation to the selection committee if a candidate who was not recommended by the committee is selected for the position.

- 22.5.2.2 The committee shall determine the process for the establishment/review of the site's mission statement, vision, goals, and objectives.
- 22.5.2.3 The committee shall determine the process for review and update of the site's student handbook and discipline plan. Administration shall continue to have the final determination regarding individual student discipline.
- 22.5.2.4 Receive from and make recommendations to the School Site Council.
- 22.5.2.5 During the Principal's development of the site's operational budget, the committee shall review the budget and make recommendations. The review and recommendations shall take place before the budget is submitted to the Board for approval. Change to the budget shall be reviewed by the committee as soon as possible after they are made.
- 22.5.2.6 The committee shall have the authority to make decisions regarding areas associated with the non-categorical funds of the operational budget as follows:
 - 22.5.2.6.1 The use of funds that are made available as undesignated carry over as a result of having not been spent in their designated area during the school year.
 - 22.5.2.6.2 The use of funds from the District textbook account that are not spent for the purchase of textbooks or materials during the school year.
 - 22.5.2.6.3 The use of funds that have become undesignated that were the result of grants. The committee shall receive a copy of all grant applications.

22.6 Waivers and Exemptions

- 22.6.1 If any aspect of a proposed Site Based Decision Making agreement is contrary to the terms of the collective bargaining agreement, said aspect shall not be implemented unless a waiver is obtained from the Association and the District. The Site Level Committee may refer the request for a waiver to the Association and the School Board for action. Said waiver must be in writing, and must specify the contractual provision waived, the nature and duration of the waiver, what if any provision shall be added and the employees affected by the waiver. The waiver request must be accompanied by documentation of staff support and opposition. The waiver shall be considered an addendum to the collective bargaining Agreement, and any dispute as to its interpretation or application shall be subject to the grievance procedure within the meaning of Article 28 (Grievance Procedure) of said agreement.
- 22.6.2 Notwithstanding the granting of a waiver by the Association pursuant to Article 22.6 above, no unit member shall be required to take any action in connection with a Site Based Decision Making agreement that violates her or his rights under the collective bargaining agreement, and no adverse employment action shall be taken against any unit member who refuses to take said action.

- 22.6.3 Except to the extent waived pursuant to Article 22.6 above, the collective bargaining agreement shall remain in full force and effect, and have full application to the employees who are affected by the Site Based Decision Making agreement.
- 22.6.4 No employee will be excluded from the bargaining unit as a supervisory or managerial employee, within the meaning of the Labor Relations Act, by reason of her or his participation in a Site Based Decision Making Committee.
- 22.6.5 The committee, by two-thirds (2/3) vote, may elect to assume decision making authority over additional issues delegated by the Board to a site as a site decision provided decision making authority over those issues has not been reserved to the District under:
- A. the VTA/VUSD contract, including but not limited to, Article 2 (District rights);
 - B. federal, state, or local law
 - C. Board policy
- 22.6.6 Policy regarding disagreements arising under this site based decision article.
- 22.6.6.1 The parties recognize their mutual obligation to communicate frequently and freely regarding issues that arise between them. On those occasions where an error or poor communication occurs, both parties shall strive to repair the relationship.

ARTICLE 23: CURRICULUM AND LEADERSHIP POSITIONS

- 23.1 Curriculum and Leadership positions shall be paid in accordance with the following list of percentages of the Basic Teachers' Salary Schedule. Class A, Step 1. This section of extra-duty pay shall be prorated and paid with the regular salary warrant. Any additional stipends or compensations associated with curriculum and/or leadership positions will be negotiated.
- 23.2 Curriculum Positions
- 23.2.1 ETK-8 team leadership positions will be determined by the following process:
- 23.2.1.1 An existing functioning committee (a majority of the committee members are teachers selected by certificated staff) shall determine leadership positions, job descriptions and the selection process every two years, or if one does not exist at the site, a leadership job description committee consisting of the principal, one (1) principal appointee and three (3) teachers selected by the staff shall meet to review the specific job descriptions for each of the positions.
- 23.2.1.2 There shall be a minimum of seven (7) positions at the ETK-5 level and a minimum of eleven (11) positions at the 6-8 level.
- 23.2.1.3 These positions shall receive a three percent (3%) stipend.
- 23.2.2 9-12 Leadership/Department Positions. A minimum of thirteen (13) Leadership/Department Chair positions shall be selected at the comprehensive high schools. Department representative leadership positions shall be paid according to the following schedule: Sections 1-19, seven percent (7%); Sections 20-39, eight percent (8%); Sections 40-59, nine percent (9%); and Sections 60+, ten percent (10%). Stipends for other leadership positions shall be determined at the site. In addition, one day of release time per school year shall be granted each leadership position for preparation, implementation and coordination.
- 23.2.2.1 Leadership positions shall be determined by an existing/functioning committee in collaboration with the principal to recommend leadership positions and job descriptions. A majority of the committee members are teachers elected by certificated staff.
- 23.2.2.2 If a committee does not exist at the site, a Leadership Position Committee shall be formed consisting of the principal, a teacher selected by the principal and five (5) teachers elected by the certificated staff. Using the same selection process, a minimum of one Leadership/Department Chair position shall be selected at Continuation High Schools at two percent (2%) total compensation.
- 23.2.3 A Department Head shall be established in each of the areas of District Nurses, Speech-Language Pathologists and Psychologists and paid a three percent (3%) stipend.
- 23.2.4 ELD Coordinators at each ETK-5 site having three (3) or more classes-three percent (3%). ELD Coordinators at each 6-12 site-seven percent (7%).

23.2.4.1 A substitute shall be provided for any teacher required to attend a meeting related to department/team business during the student day.

23.2.5 Released time granted in this Article is to free the classroom teacher to carry out Curriculum and Leadership Positions. The released time shall be granted at the discretion of the Assistant Superintendent of Human Relations. Nothing in this Article shall prohibit the District from providing additional released time. It is further understood and agreed that duties and responsibilities shall conform to the job description for Curriculum and Leadership Positions as adopted.

23.3 District Budget Committees

23.3.1 The Vista Teachers Association shall appoint three (3) voting members to any and all District Budget Committees.

23.3.1.1 When developing the District's proposed budget for the following year, the District Budget Committee shall start their review by designating a dollar figure that shall be available for the purpose of funding the salaries, inclusive of step and column, benefits and related cost of the bargaining unit members. The Budget Committee recommendations shall include a sub report from the representatives of the Association.

23.3.1.2 The Board shall prioritize the Budget Committee's recommendations before any other nonmandated budget items are considered.

23.3.1.3 The District Budget committee shall meet after the Governor submits the proposed State budget and complete their work by June 30.

23.4 District Committees

23.4.1 All district committees are voluntary and unpaid. Unit members will receive event credits.

23.4.2 Membership in District Committees shall receive the following event credit:

District ETK-5 Elementary Curriculum Council	four (4) events
Middle School Curriculum Council	four (4) events
High School Curriculum Council	four (4) events
District Language Arts/Social Studies Committee	three (3) events
District Science/Math Committee	three (3) events
District GATE Advisory Committee	two (2) events
Family Life/Health Committee	three (3) events
District Librarian Committee	four (4) events
District Parent Advisory Committee	three (3) events
District English Learners Advisory Committee	four (4) events
District Calendar Committee	three (3) events
District Insurance Committee	four (4) events
Evaluation Committee	four (4) events
PAR, Induction and Staff Development Councils	four (4) events
Special Education Advisory Council	three (3) events

- 23.4.3 No district committee event credit shall be earned for unit members who are serving in the capacity of a Curriculum/Leadership position at their site for which they are receiving a stipend or other compensation.

ARTICLE 24: PEER ASSISTANCE AND REVIEW (PAR) and INDUCTION

24.1 Purpose and Overview

24.1.1 The parties agree that the focus of the Peer Assistance and Review program (PAR) shall be to provide assistance, not to evaluate.

24.1.1.1 Glossary of Terms

CT	Consulting Teacher who provides support for PTs, and VTs
PAR	Peer Assistance and Review
PAR Council	Group that oversees the PAR Program
PT	Participating Teachers
VT	Experienced Volunteer Teachers
CCT	Content Consulting Teacher
PAR Administrator	Facilitates PAR Council meetings as a non-voting, non-member participant

24.1.2 Peer Assistance and Review (PAR) Council

24.1.2.1 The PAR Council shall consist of five (5) members. Members of the PAR Council shall include three (3) members selected by the Association and two (2) members selected by the District. The PAR program administrator facilitates the PAR Council meetings and is a non-voting member of the PAR Council.

24.1.2.1.1 Unit members on this council shall receive four (4) event credits.

24.1.2.2 A calendar of meeting dates shall be established at the beginning of each school year. Three (3) of the five (5) Council members shall constitute a quorum for the purposes of meeting and conducting business. All actions taken by the PAR Council must have a majority vote of at least three (3) members of the PAR Council.

24.1.2.3 The PAR Council shall be responsible for selecting Consulting Teachers (defined in Section 24.1.6), assessing action plans and related documentation prepared by CTs, and providing inservice training for CTs. Written confirmation of participation in the PAR program shall be provided by the PAR Council to Participating Teachers (PTs), Principals or immediate supervisors, and Consulting Teachers.

24.1.2.4 The PAR Council shall adopt guidelines for implementing the provisions of this Article. The guidelines shall be consistent with the provisions of this Agreement and applicable law, and to the extent that there is an inconsistency, the Agreement shall prevail and to the extent the Agreement is inconsistent with the law, the law shall prevail.

24.1.2.5 The PAR Council shall assign the Consulting Teacher or Content Consulting Teacher to a Participating Teacher. If the Consulting Teacher is not familiar with the subject matter content of the PT, then a Content Consulting Teacher may also be assigned if needed.

Consulting Teachers shall have a caseload determined by the PAR Council. The PT may appeal the Council's designation of the CT to the Council in accordance with procedures developed by the Council. The Participating Teacher may request to meet with the PAR Council to discuss the assignment of the CT with two (2) weeks notification.

- 24.1.2.6 The parties intend that all documentation and information related to participation in the PAR program be regarded as a personnel matter subject to the personnel record exemption of the Public Records Act contained within Government Code 6250 et seq. Upon completion of an Action Plan, these documents and information shall be turned over to the PAR Council for disposition/disposal.
- 24.1.2.7 The PAR Council shall develop standards and guidelines to be used by the CT in working with and assessing participants. This shall include, but not be limited to, timelines for completion of peer review reports for submission to the PAR Council.
- 24.1.2.8 PAR Council shall forward their final report of the teacher's participation in the program to the Human Relations Department. The PAR Council is responsible to annually evaluate the impact of the PAR program.
- 24.1.2.9 The term of a VTA PAR Council Member shall be one (1) year. A Council Member's term may be extended by the VTA.

24.1.3 Participating Teacher (PT)

- 24.1.3.1 A Participating Teacher (PT) is a unit member with permanent status who receives an "Unsatisfactory" rating in the Evaluation Summary Report prepared by their evaluator and who is to receive assistance and coaching to improve instructional skills, classroom management, knowledge of instructional subject matter, and related aspects of teaching performance. "The PAR action plan is not the same document as the Assistance Plan in Article 26 (26.1.1.8.2.2 Certificated Assistance Plan), for teachers receiving an Unsatisfactory evaluation."
- 24.1.3.1.1 The purpose of participation in the PAR program is to help correct job-related deficiencies and to assist the unit member in improving performance.
- 24.1.3.1.2 The Consulting Teacher (CT) assigned by the PAR Council shall provide assistance to the Participating Teacher (PT) until the CT concludes that further assistance will not be beneficial, at which time the CT shall submit a final report of the teacher's participation in the program to the PAR Council. The PT may submit a written response to the final report and/or request a meeting with the PAR Council subject to the rules established by the Council. The ultimate responsibility for improvement lies with the PT. A copy of the CT's final report shall be provided to the Participating Teacher upon submission to the PAR Council.

- 24.1.3.1.3 The CT shall assist in developing an Action Plan for the PT, after consultation with the PT and the Evaluator. The Action Plan shall incorporate both the goals and objectives of the PT and the input of the Evaluator.

24.1.4 Volunteer Teacher Participants (VTs)

- 24.1.4.1 Subject to available funding and PAR Council approval, a permanent status unit member who seeks to improve his/her teaching performance or a unit member not eligible for the Induction program may request the PAR Council to assign a Consulting Teacher or a Content Consulting Teacher to provide peer assistance. If the Consulting Teacher is not familiar with the subject matter content of the PT then a Content Consulting Teacher may also be assigned if needed. A permanent unit member may also be a unit member that chooses Option 2 as described in Article 26, Evaluation. The CT/CCT shall play no role in the evaluation of the teaching performance of the VT. The Volunteer Teacher Participant, in his/her discretion, may terminate his/her participation in PAR at any time.
- 24.1.4.2 The CT shall assist in developing an Action Plan for the VT, after consultation with the Volunteer Teacher Participant.
- 24.1.4.3 Unless requested by the Volunteer Teacher Participant, information obtained by the Consulting Teacher while working with the VT cannot be utilized in the evaluation process and/or as the basis for mandatory participation in PAR.

24.1.5 Consulting Teachers (CTs)

- 24.1.5.1 A Consulting Teacher is a permanent status unit member who provides assistance to a Participating Teacher or Volunteer Teacher pursuant to the PAR program. CTs must meet the following requirements.
 - 24.1.5.1.1 Permanent status classroom teacher employed by the District.
 - 24.1.5.1.2 At least four (4) years recent experience in classroom instruction.
 - 24.1.5.1.3 Demonstrated exemplary teaching ability as indicated by extensive knowledge and mastery of subject matter, teaching strategies necessary to meet the needs of pupils in different contexts.
 - 24.1.5.1.4 Ability to communicate effectively both orally and in writing.
 - 24.1.5.1.5 Ability to work cooperatively and effectively with others.
- 24.1.5.2 A CT provides assistance to a Participating Teacher in improving instructional performance. This assistance shall include, but not be limited to:

- 24.1.5.2.1 Conducting an initial meeting with the Evaluator to discuss the Participating Teacher's evaluation and perceived performance deficiencies.
- 24.1.5.2.2 Setting and discussing performance goals with the PT.
- 24.1.5.2.3 Assisting in developing an Action Plan which addresses the elements of below standard performance identified within the Summary Conference Report. The Action Plan shall also include an estimate of amount of release time needed by a CT for each Action Plan. The Action Plan shall be reviewed by the PAR Council for approval.
- 24.1.5.2.4 Being present as a non-participatory observer at meetings between the evaluator and participating teacher.
- 24.1.5.2.5 Multiple observations of the PT during periods of classroom instruction.
- 24.1.5.2.6 Demonstrating best teaching practices to the PT.
- 24.1.5.2.7 Using District resources to assist the PT.
- 24.1.5.2.8 Monitoring the progress of the Participating Teacher and maintaining a written record.
- 24.1.5.2.9 Making status reports to the PAR Council for a referred PT.
- 24.1.5.2.10 The ultimate responsibility for improvement lies with the PT.
- 24.1.5.3 Consulting Teachers shall each be compensated at the rate of \$800 for each ninety-one (91) workday period as a member of the Action Plan assistance team. Up to five (5) days of release time per unit member shall be allowed for the purpose of providing support within each ninety-one (91) workday period. This compensation shall be in addition to the CT's regular salary. A CT has the right to remove him/herself from the assistance team at any time and the CT's stipend will be pro-rated accordingly at the daily rate.
- 24.1.5.4 A Content Consulting Teacher shall receive hourly pay for supporting the PT/VT. The time spent shall be determined by the plan approved by the PAR Council.
- 24.1.6 Selection and Removal of Consulting Teachers/Content Consulting Teachers
 - 24.1.6.1 In order to fill a position of Consulting Teacher, a notice of vacancy shall be posted on the District's job board. In addition to submitting an application form (developed by the Council) and a resume, each applicant shall be required to submit at least two (2) references from individuals who have direct knowledge of the applicant's qualifications to be a Consulting Teacher.

- 24.1.6.2 Consulting Teachers (CTs) shall be selected by a majority vote of the PAR Council after one or more members of the PAR Council have conducted a classroom observation.
- 24.1.6.3 Consulting Teachers shall be trained to both offer peer assistance and to understand the specific functions of the PAR program. The Council shall monitor and evaluate the effectiveness of the CT and shall make decisions regarding their continuation in the program. The PAR Council, by majority vote, may remove a CT from the position at any time because of the specific needs of the PAR program, inadequate performance of the Consulting Teacher or reasons determined by the Council in its discretion to justify removal. Prior to the effective date of such removal, the PAR Council shall provide the CT with a written statement of the reasons for the removal, and, at the request of the CT, shall meet with him/her to discuss the reasons.
- 24.1.6.4 The number of Consulting Teachers in any school year shall be determined by the PAR Council based upon participation in the PAR program, the funding available, and other relevant considerations.
- 24.1.6.5 At the request of the Participating Teacher or the Consulting Teacher, the PAR Council may assign a different Consulting Teacher to work with the Participating Teacher at any time during the year.
- 24.1.6.6 A Content Consulting Teacher is a permanent status unit member selected by the PAR Council to support specific content needs of the PT.

24.1.7 General Provisions

- 24.1.7.1 Functions performed by bargaining unit members, as part of the PAR program shall not constitute either management or supervisory functions.
- 24.1.7.2 Members of the PAR Council and Consulting Teachers are entitled to defense and indemnification by the District for activities performed as part of the PAR program, as set forth in applicable provision of the California Government Code.
- 24.1.7.3 The District, with mutual agreement of the VTA, may enter into agreements with other school districts to combine PAR programs, so long as those agreements do not violate a specific provision of the Article.
- 24.1.7.4 The PAR Program shall not limit the statutory rights or obligations of either the District or teachers regarding employment status, disciplinary action and evaluations.
- 24.1.7.5 The ultimate responsibility for improvement lies with the PT.
- 24.1.7.6 No employee shall begin a new evaluation cycle while working on a PAR Action Plan.

24.2 Induction

24.2.1 General Provisions. The Induction Council shall be established upon ratification of this agreement to oversee the Induction Program. This Council shall be formed prior to and be in effect for the selections of Support Providers prior to the start of each school year. The role of the Induction Administrator shall be to provide assistance and support to PTs and SPs in a non-evaluative manner. The role of the SP shall be to provide assistance and support to PTs in a non-evaluative manner.

24.2.1.1 Glossary

PT	Participating Teacher
Induction Program	Beginning Teachers
Induction Council	Council to oversee Induction Program
SP	Support Provider
Induction Administrator	Facilitates Induction Council members as a non-voting, non-member participant.

24.2.1.2 The Council shall be composed of the three (3) Association PAR Panel members plus three (3) District selected members. The Chairperson shall be selected by the Induction Council. The Induction Program Administrator shall not be on the Induction Council.

24.2.1.3 The Induction Council shall be responsible for the development and recommendation of the Induction Program budget, selection and training of Induction Support Providers (SPs), and the annual evaluation of the Induction Program.

24.2.1.4 SPs shall receive a stipend of \$2,000 per PT, up to two (2) PTs. If an SP's caseload is adjusted, the stipend shall be adjusted on a monthly basis by the Induction Council.

24.2.1.5 The Induction Program administrator in charge shall be supervised by and evaluated by the Assistant Superintendent, Human Relations with input from the Induction Council.

24.2.2 Induction Support Provider (SP) Qualifications. An SP is a permanent unit member who provides assistance to a Participating Teacher pursuant to the Induction Program and shall possess the following qualifications:

24.2.2.1 Have permanent status as a classroom teacher employed by the District.

24.2.2.2 Have at least four (4) years of recent experience in classroom instruction.

24.2.2.3 Have demonstrated exemplary teaching ability as indicated by extensive knowledge and mastery of subject matter, teaching strategies necessary to meet the needs of pupils in different contexts.

24.2.2.4 Have the ability to work cooperatively and effectively with others.

- 24.2.3 Selection and Removal of Providers. To fill a position of SP, a notice of vacancy shall be posted on the District's job board. In addition to submitting an application form (developed by the Council), and a resume, each applicant is required to submit at least two (2) references from individuals who have direct knowledge of the applicant's abilities to be an SP.
- 24.2.3.1 SPs shall be selected by a majority vote of the Council.
- 24.2.3.2 SPs shall be trained to offer both peer assistance and to understand the specific functions of the Induction Program. The Council shall monitor and evaluate the effectiveness of the SPs and will make decisions regarding their continuation in the program. The Council, by a majority vote, may remove an SP from the position at any time because of the specific needs of the Induction Program, inadequate performance of the SP or other just cause. Prior to the effective date of such removal, the Council shall provide the SP with a written statement of the reasons for the removal. The SP has the right to meet with the Council and to have representation.
- 24.2.3.3 At the request of the Participating Teacher or the SP, the Council may assign a different SP to work with the Participating Teacher at any time during the year.
- 24.2.4 Additional Provisions
- 24.2.4.1 Functions performed by bargaining unit members, as part of the Induction Program, shall not constitute either management or supervisory functions. No bargaining unit member participating in the Induction Program shall evaluate any other participant in the program.
- 24.2.4.2 Members of the Induction Council and Support Providers are entitled to defense and indemnification by the District for activities performed as part of the Induction Program, as set forth in applicable provisions of the California Government Code.
- 24.2.4.3 The Induction Program shall not limit the statutory rights or obligations of either the District or teachers regarding employment status, disciplinary action and evaluations.
- 24.2.4.4 The ultimate responsibility for successful completion of the Induction Program lies with the PT.

ARTICLE 25: TEACHER INTERN PROGRAM

- 25.1 The District and the Association agree to participate in University Internship programs. Should there be layoffs in the area where interns are utilized, a one-year moratorium on the program shall be in effect and shall be extended should there be layoffs in subsequent years. The University Interns shall be limited to the following conditions:
- 25.1.1 Each intern shall be placed on Class A, Step 1 of the Basic Teacher's Salary Schedule.
 - 25.1.2 Each intern shall work a full time assignment.
 - 25.1.3 Each intern shall earn ten (10) days of sick leave.
 - 25.1.4 The District shall pay the cost for health, dental, vision, and life insurance for the intern as they would for a full-time VTA Bargaining Unit Member.
 - 25.1.5 Unless prohibited by law, the University Interns shall be members of the bargaining unit, with the following limitations:
 - A. The provisions of this Appendix supersede any inconsistent provisions of this Agreement with respect to interns. The following Article and Appendices do not apply to interns: Article 21 and Appendix A-3, A-5.
 - B. During the period of service under an internship credential, the employee is "Probationary Zero," meaning the employee has all rights of a probationary employee except that the employee cannot attain permanent status during that period of service. Service under an internship credential may count as a maximum of one year toward permanency if the employee: (1) completes the internship program with the District; (2) is reelected for the next school year in a probationary position under a preliminary credential; and (3) completes one complete school year (i.e. 75% of the number of school days) under a preliminary credential. (Education Code §§ 44466, 44885.5)
 - C. Status as an intern is contingent on continued enrollment in the Internship Program at the University.
 - D. Use of a University Intern shall only occur once a position has been announced and interviewed for, and no acceptable candidate is available for hire. Use of University Interns is limited to "hard to fill" positions.
 - E. Prior to using University Interns, the District shall make every effort to hire full credentialed teachers.
 - 25.1.6 University Interns shall require a VUSD Master Teacher.
 - 25.1.6.1 The VUSD master teacher shall receive a \$1200 stipend.
 - 25.1.7 The Induction Council and the Human Relations Department shall determine the required Master Teacher qualifications and selection process.

ARTICLE 26: EVALUATION PROCEDURES

26.1 Responsibility and Purpose

26.1.1 The responsibility for evaluation of certificated personnel rests with the administrative head of each education unit. The responsibility may be delegated to certificated administrators. Adult Ed/CTE teachers working twenty (20) or more hours a week shall be designated to be evaluated. The purpose of evaluation is to assist in the improvement of each unit member's practice and to provide support.

26.1.1.1 The Sequence of Evaluation Events for Permanent Certificated Staff:

- 26.1.1.1.1 Certificated employees shall be notified in writing after April 30 of the preceding year or before October 1 of the current school year, if the current year is designated a year for evaluation. Certificated employees receiving a satisfactory evaluation shall be placed on an evaluation cycle every other year. Unit members with permanent status who have been employed by the District for at least ten (10) years shall be evaluated only once every five (5) years if the teacher's previous performance evaluation certifies that the employee meets or exceeds District standards. The employee may withdraw consent for this evaluation option at any time and without cause, and return to the every other year cycle. The evaluator may withdraw consent for this evaluation option at any time with cause. An example of cause is an evaluator's concern over pedagogy or professional practice.
- 26.1.1.1.2 This written notification shall also include the following information and directions: The evaluator's(s') suggested time and date for the pre-evaluation orientation meeting to be held no later than October 10.
- 26.1.1.1.3 The purpose of the pre-evaluation meeting is as follows: The employee shall know who is to be the assigned evaluator for the year. The employee shall be provided an orientation with respect to the forms that shall be used for evaluation for the year, including all observation and evaluation forms, timelines, support resources, and the standards for evaluation. The employee shall select two (2) standards from the California Standards for the Teaching Profession (CSTP) and the evaluator shall select one (1) standard from the CSTP for a total of three (3) standards. The evaluator and employee shall discuss and agree on a date and time for the first observation visit, which shall be announced. The employee and evaluator shall sign and date the pre-evaluation orientation form.
- 26.1.1.1.4 For employees being evaluated, two observations shall be made to monitor progress, unless both parties mutually agree in writing to reduce the number of observations to one. Both observations shall be announced. Observations shall be of employees performing duties they perform on a regular basis. If there is a documented area of concern, subsequent observations may be unannounced. An observation is defined as a classroom visit or direct observation of the duties and/or

responsibilities being performed by the employee aligned with the CSTP. The employee shall receive within five (5) days of the observation, a written copy of the completed form used in the observation by the evaluator(s), along with a date and time to meet for the post-observation conference.

- 26.1.1.1.5 The purpose of a post-observation conference is as follows: Using the observation form as a guide, the evaluator and employee shall discuss what happened during the observation; what was effective; what evidence supported the standards for evaluation; suggestions for improvement, if warranted; resources for support, if warranted; and expectations and goals for subsequent observations. The evaluator and employee shall sign all forms at the conclusion of the post-observation conference, and the employee shall have the right to attach a written response. The employee's signature does not indicate any agreement with the contents of the evaluation - it only signifies that the post-observation conference took place and that the contents of the evaluation were discussed.
- 26.1.1.1.6 In the event a possible unsatisfactory evaluation is anticipated, such observations and evaluation shall be completed prior to December 1.
- 26.1.1.1.7 All observations, post-observation conferences, and the Evaluation Summary shall be completed on or before May 1st.
- 26.1.1.1.8 If an overall mark of "Unsatisfactory" or "Requires Improvement" evaluation is given on the evaluation summary, the evaluator shall take action to assist in correcting any cited deficiencies. The ultimate responsibility for improvement lies with the employee. The Association shall be notified and the President or designee shall attend the initial meeting to facilitate the correction plan. A mark of "Unsatisfactory" requires referral to the PAR Program (see Article 24). A mark of "Requires Improvement" requires the completion of a Certificated Assistance Plan according to the following:
 - 26.1.1.1.8.1 Option 1: Secondary Administration Evaluator
 - A. A secondary administration evaluator shall be included in the development of the "Certificated Assistance Plan". The employee's preference of a secondary administration evaluator shall be considered.
 - B. The ultimate responsibility for improvement lies with the employee. Successful completion of the plan is contingent upon demonstration of achievement of the target goals, not merely completion of the improvement activities.
 - 26.1.1.1.8.2 Option 2: Assistance Team
 - 26.1.1.1.8.2.1 Purpose
The Assistance Team shall be composed of one member

selected by the evaluator and one member selected by the evaluatee, for the purpose of providing feedback and support to a unit member placed on a Certificated Assistance Plan for instructional purposes. The function of the assistance team is expressly non-evaluative.

26.1.1.1.8.2.2 Assistance Team Selection
For each site/department, the administrative head or designee shall select a pool of five permanent-unit members from which the Assistance Team shall be selected to support each assistance plan as outlined in Option 2, Article 26.1.1.1.8.2. The District shall provide all Assistance Team members with a copy of the CAP handbook. The ultimate responsibility for improvement lies with the employee, and no member of the assistance team can be held liable.

26.1.1.1.8.2.3 Assistance Plan
Once selected, the Assistance Team, evaluator and the evaluatee shall meet to develop the assistance plan. The Assistance Team shall develop a timeline which establishes the dates for observations occurring during the assistance plan. Follow-up support activities shall be provided as outlined in the plan. If an Evaluator cannot complete the observation timeline as outlined by the Assistance Team, the team can reconvene and redevelop a new timeline for observations. Substitutes/release time required in the assistance plan is subject to the approval of the evaluator.

26.1.1.1.8.2.4 Evaluation The responsibility for the evaluation summary and the determination of satisfactory completion of the assistance plan rests with the

evaluator. Successful completion of the assistance plan activities and achievement of the target goals by a permanent employee shall result in the evaluatee being removed from the assistance plan and placed on the regular evaluation cycle. Employees on an assistance plan shall continue to work only on the same standards until they are removed from the assistance plan.

26.1.1.1.8.2.5 Signed final reports shall be distributed to the certificated employee, the evaluator(s), the supervising administrators, and placed in the certificated employee's personnel file.

26.1.1.1.9 Classroom Walkthroughs

Informal classroom visits by administrators are conducted in a non-evaluative manner to support teaching and learning. Feedback may be conveyed in a variety of means, but is not considered to be a part of the formal evaluation process.

26.1.1.2 The Sequence of Evaluation for Probationary/Temporary Certificated Staff:

26.1.1.2.1 Probationary/temporary employees (hereinafter referred to as "Probationary" for purposes of evaluation) shall be notified in writing after April 30 of the preceding year or before September 15 of the current year regarding their evaluation and the process. Unit members with temporary status who have been continuously employed by the District for at least two (2) consecutive years and have received a "Meets and Exceeds District Requirements" on all prior evaluations shall be placed on the evaluation cycle every other year. The evaluator may withdraw consent for this evaluation option at any time with cause. An example of cause is an evaluator's concern over pedagogy or professional practice.

26.1.1.2.2 The written notification shall also include the following information and directions: The evaluator's(s') suggested time and date for the pre-evaluation orientation meeting to be held no later than October 1.

26.1.1.2.3 The purpose of the pre-evaluation orientation meeting is as follows: The employee shall know who is to be the assigned evaluator for the year. The employee shall be provided an orientation with respect to the forms that shall be used for evaluation for the year, including all observation and evaluation forms, timelines, support resources, and the standards for evaluation. Three (3) of the six (6) standards from the California

Standards for the Teaching Profession (CSTP) shall be used for the evaluation process. The Evaluator shall select the three (3) standards for evaluation. The evaluator and employee shall discuss and agree on a date and time for the first observation visit, which shall be announced. The employee and evaluator shall sign and date the pre-evaluation orientation form.

- 26.1.1.2.4 Two observations shall be completed to monitor progress prior to November 15. Both observations shall be announced. An observation is defined as a classroom visit or direct observation of the duties and/or responsibilities being performed by the employee. The employee shall receive within five (5) days of the observation, a written copy of the completed form used in the observation by the evaluator(s), along with a date and time to meet for the post-observation conference.
- 26.1.1.2.5 The purpose of a post-observation conference is as follows: Using the observation form as a guide, the evaluator and employee shall discuss what happened during the observation; what was effective; what evidence supported the standards for evaluation; suggestions for improvement, if warranted; resources for support, if warranted; and expectations and goals for subsequent observations. The evaluator and employee shall sign all forms at the conclusion of the post-observation conference, and the employee shall have the right to attach a written response. The employee's signature does not indicate any agreement with the contents of the evaluation - it only signifies that the post-observation conference took place and that the contents of the evaluation were discussed.
- 26.1.1.2.6 On or before November 20, the evaluator and the employee shall meet to go over the first Evaluation Summary. Signed copies shall go to the employee and to the District Office.
- 26.1.1.2.7 If an overall "Unsatisfactory" or "Requires Improvement" evaluation is given, the evaluator shall take action to assist in correcting any cited deficiencies. The Association shall be notified and the President or designee shall attend the initial meeting to facilitate the correction plan. A mark of "Requires Improvement" or "Unsatisfactory" requires the completion of a Certificated Assistance Plan as outlined in Article 26.1.1.1.8 (Option 1, Option 2) except probationary employees do not have a guarantee to be removed from the Assistance Plan as indicated.
 - 26.1.1.2.7.1 Any probationary employee who receives a mark of "Requires Improvement" or "Unsatisfactory" shall not be placed on Certificated Assistance Plan if the employee has already been notified by the District that they will not be employed by the District for the following year. In this situation the employee may choose to work with the evaluator in order to improve on the documented areas of concern.

- 26.1.1.2.7.2 Any probationary employee who is working on a Certificated Assistance Plan but is notified that they will not be employed by the District for the following year shall no longer be required to complete the work outlined in the Plan.
 - 26.1.1.2.8 The Certificated Assistance Plan shall be implemented as required in Article 26.1.1.1.8. The ultimate responsibility for improvement lies with the employee. Successful completion of the plan is contingent upon demonstration of achievement of the target goals, not merely completion of the improvement activities.
 - 26.1.1.2.9 A third observation shall be completed between November 20 and March 1 to monitor progress prior to the second Evaluation Summary.
 - 26.1.1.2.10 A third post-observation conference and second Evaluation Summary shall be held on or before March 1. Should the employee receive an overall mark "unsatisfactory" or "requires improvement," the procedures in 26.1.1.2.7 and 26.1.1.2.8 shall be followed.
 - 26.1.1.2.11 Additional observations and conferences may be completed after March 1.
 - 26.1.1.2.12 Signed final reports shall be distributed to the certificated employee, the evaluator(s), supervising administrators, and placed in the certificated employee's personnel file.
 - 26.1.1.2.13 Classroom Walkthroughs - Informal classroom visits by administrators are conducted in a non-evaluative manner to support teaching and learning. Feedback may be conveyed in a variety of means, but is not considered to be a part of the formal evaluation process.
- 26.1.1.3 Permanent status Adult Ed/CTE and Hourly Certificated ETK-12 teachers working twenty (20) or more hours a week shall be evaluated annually. The sequence of Evaluation Events for Adult Ed/CTE and permanent status Hourly Certificated ETK-12 teachers working twenty (20) or more hours a week:
 - 26.1.1.3.1 The employee and evaluator(s) shall determine the date of the pre-evaluation orientation meeting.
 - 26.1.1.3.2 The purpose of the pre-evaluation orientation meeting is as follows: The employee shall know who is to be the assigned evaluator for the year. The employee shall be provided an orientation with respect to the forms that shall be used for evaluation for the year, including all observation and evaluation forms, timelines, support resources, and the standards for evaluation. The employee shall select two (2) standards from the California Standards for the Teaching Profession (CSTP) and the evaluator shall select one (1) standard from the CSTP, for a total of three (3) standards. The evaluator and employee shall discuss and agree on a date and time for the first

observation visit, which shall be announced. The employee and evaluator shall sign and date the pre-evaluation orientation form.

26.1.1.3.3 For employees being evaluated at least one announced observation shall be completed to monitor progress. An observation is a classroom visit or direct observation of the duties and/or responsibilities being performed by the employee. The evaluatee shall receive within five (5) days of the observation a written copy of the completed form used in the observation by the evaluator(s). The evaluatee shall have the right to attach his/her written response to the original copy of the completed observation form.

26.1.1.3.4 The purpose of a post-observation conference is as follows: Using the observation form as a guide, the evaluator and employee shall discuss what happened during the observation; what was effective; what evidence supported the standards for evaluation; suggestions for improvement, if warranted; resources for support, if warranted; and expectations and goals for subsequent observations. The evaluator and employee shall sign all forms at the conclusion of the observation conference, and the employee shall have the right to attach a written response. The employee's signature does not indicate any agreement with the contents of the evaluation - it only signifies that the post-observation conference took place and that the contents of the evaluation were discussed.

26.1.1.3.5 All observations and evaluations shall be completed in a timely manner.

26.1.1.3.6 A summary conference shall be held within three (3) months of the initial observation at which time the Evaluation Summary be completed.

26.1.1.3.7 If an "Unsatisfactory" or "Requires Improvement" evaluation is given, the evaluator shall take action to assist in correcting any cited deficiencies. The ultimate responsibility for improvement lies with the employee. The Association shall be notified and the President or designee shall attend the initial meeting to facilitate the correction plan. A mark of "Unsatisfactory" or "Requires Improvement" requires the completion of a Certificated Assistance Plan according to the following:

26.1.1.3.7.1 Option 1: Secondary Administration Evaluator

- A. A secondary administration evaluator shall be included in the development of the "Certificated Assistance Plan." The employee's preference for a secondary evaluator shall be considered.
- B. The ultimate responsibility for improvement lies with the employee. Successful completion of the plan is contingent upon demonstration of achievement of the target goals, not

merely completing of the improvement activities.

26.1.1.3.7.2 Option 2: Assistance Team

26.1.1.3.7.2.1 Purpose

The Assistance Team shall be composed of one member selected by the evaluator and one member selected by the evaluatee, for the purpose providing feedback and support to a unit member placed on a Certificated Assistance Plan for instructional purposes. The function of the assistance team is expressly non-evaluative.

26.1.1.3.7.2.2 Assistance Team Selection

For each site/department, the administrative head or designee shall select a pool of five (5) unit members or a county Resource Specialist with specific training within that field of instruction from which the Assistance Team shall be selected to support each Assistance Plan as outlined in Option 2, Article 26.1.1.3.7.2.1. The ultimate responsibility for improvement lies with the employee, and no member of the assistance team can be held liable.

26.1.1.3.7.2.3 Assistance Plan

Once selected, the Assistance Team, evaluator and the evaluatee shall meet to develop the assistance plan. The Assistance Team shall develop a timeline which establishes dates for observations occurring during the assistance plan. Follow-up support activities shall be provided as outlined in the plan. If an evaluator cannot complete the observation timeline as outlined by the Assistance Team, the team can reconvene and redevelop a new timeline for observations. Substitutes/release time required in the assistance plan is subject to the approval of the evaluator.

26.1.1.3.7.2.4 Evaluation

The responsibility for the evaluation summary and the determination of satisfactory completion of the assistance plan rests with the evaluator. Successful completion of the assistance plan activities and achievement of the target goals by a permanent employee shall result in the evaluatee being removed from the assistance plan and placed on the regular evaluation cycle. Employees on an assistance plan shall continue to work only on the same standards until they are removed from the assistance plan.

- 26.1.1.3.8 Signed final reports shall be distributed to the certificated employee, evaluator(s), supervising administrators, and personnel file.

26.1.1.4 Alternative Evaluation

- 26.1.1.4.1 The District and the Vista Teacher Association share the belief that offering alternatives to the traditional evaluation system shall improve excellence in instruction by promoting the professional growth of experienced teachers. The alternative evaluation options shall take the place of the traditional evaluation methods as outlined in this Article.

26.1.1.4.2 Participants

- 26.1.1.4.2.1 The following certificated personnel shall be eligible to participate in an alternative evaluation system:

- A. All tenured certificated employees with at least six (6) years of teaching experience, and all Adult Ed/CTE certificated employees with at least four (4) years of teaching experience.
- B. Participation will be voluntary by the experienced teacher with the approval of the site administrator.
- C. There shall be no limit on the number of participants at each site.

- 26.1.1.4.3 The certificated employee shall develop goals as the foundation for his/her alternative evaluation option aligned with CSTP and/or district initiatives. During the goal setting conference the site administrator and the certificated employee shall:

- A. Agree on the goals and the selection of the alternative evaluation option.
- B. Develop timelines for completion.
- C. Review how the alternative evaluation option shall enhance student learning.

26.2 Eligibility and Compensation

- 26.2.1 In order to be a CAP Assistance Team member, the unit member must have achieved permanent status with the District.
- 26.2.2 If selected on an Assistance Team, each member shall be compensated at the rate of \$800 for each ninety-one (91) workday period as a member of the Assistance Team. Up to five (5) days of release time per unit member shall be allowed for the purpose of providing support within each ninety-one (91) workday period.
- 26.2.3 This compensation shall be in addition to the assistance team members' regular salary. An Assistance Team member has the right to remove him/herself from the Assistance Team at any time and the team member's stipend shall be pro-rate prorated accordingly at the daily rate. If a CAP plan is concluded before ninety-one (91) work days, the Consulting Teacher's stipend will be prorated accordingly at the daily rate.

26.3 Miscellaneous

- 26.3.1 The Board shall not take an adverse action against an employee based in whole or in part on such employee's performance unless it has fulfilled the obligations imposed upon it by Article 26.1.
- 26.3.2 The employee shall be provided any negative or derogatory material when it is placed in his/her personnel file. He/she shall also be given ten (10) days to initial and date the material and to prepare a written response to such material. The written response shall be attached to the material.
- 26.3.3 The person(s) who draft and/or place material in an employee's personnel file shall sign the material and signify the date on which such material was drafted and placed in the file.
- 26.3.4 Alleged facts or hearsay statements about an employee shall not be used in the evaluation of an employee or to justify an adverse action unless the District confirms the accuracy of the statements or the alleged facts and notifies the affected employee in writing that an adverse action may be taken.
- 26.3.5 An employee's political and organizational activities shall not be used in the evaluation of an employee unless it can be documented that such activities direct and materially affect the teacher's performance adversely.
- 26.3.6 In the event that any written complaint is directed to the District which contains alleged facts or hearsay statements questioning an employee's professional conduct, the employee shall be informed by the administration within three (3) work days. The employee may use the District complaint procedure for the purpose of establishing the facts. A finding to the effect that the allegations are untrue shall result in the immediate destruction of the written material.

- 26.3.7 In the event the District receives any complaint or charge containing alleged facts or hearsay statements which the District is required by law to report to legal authorities, the teacher shall be notified within thirty-six (36) hours.
- 26.3.8 Employees hired after October 10 shall be evaluated in accordance with the contract and education code provisions. The timelines shall be mutually agreed to between the supervisor and new employee, however, the final evaluation shall be delivered at least thirty (30) days prior to the end of the student year. Such agreement shall be put in writing.

ARTICLE 27: DISCIPLINE PROCEDURE

- 27.1 This Article was entered into pursuant to Section 3543.2 (b) of the Government Code. This Article does not include the termination of any permanent teacher and does not include the implementation of Sections 44939, 44940, 44941 and 44942 of the Education Code and any amendments to those Sections or successor laws to those Sections.
- 27.2 An employee in the bargaining unit may be disciplined by the District for just cause only. For purposes of this Article, the term "discipline" shall be limited to suspension without pay for up to and including fifteen (15) workdays. The discipline imposed shall be reasonably related to the seriousness of the misconduct or shall be reasonable in light of the number and frequency of prior similar incidents of misconduct by the employee. A verbal and or a written reprimand shall normally precede a discipline. Verbal reprimands shall occur in private.
- 27.3 During the initial stage of any formal investigation regarding potential discipline of a unit member under this Article, the employee shall be notified of the allegations against him/her and who made such allegations. The employee shall be given the opportunity to submit a list of names and questions the administration may include in its formal investigation. This Section shall be inapplicable in investigations involving potential criminal misconduct/activity.
- 27.4 Prior to imposing discipline, the Superintendent or designee shall give written notice to the employee. This written notice of proposed disciplinary action shall be served by mail or personal delivery to the employee at least fifteen (15) calendar days prior to the date when discipline may be imposed. In cases of serious misconduct where it is deemed appropriate to remove the employee immediately, the employee shall not lose compensation prior to the date when discipline may commence. Loss of compensation in all cases may occur after the fifteenth (15th) calendar day following the date written notice was served. However, if the employee makes a timely request for a hearing, and if the proposed suspension is for more than five (5) work days, loss of compensation for all days in excess of five (5) work days shall not occur until the arbitrator has rendered a decision or the employee has withdrawn the request for a hearing or failed to appear at the hearing.
- 27.4.1 The written notice of proposed disciplinary action shall be served by personal delivery or by certified mail. Service by certified mail shall be deemed completed on the date following the date of mailing. The contents of the written notice shall include at least the following:
- A. A statement identifying the District.
 - B. A statement in ordinary and concise language of the specific act(s) and omission(s) upon which the proposed disciplinary action is based.
 - C. The specific disciplinary action proposed and effective date(s).
 - D. The specific cause(s) or reason(s) for the specific disciplinary action proposed.
 - E. A copy of the applicable regulation(s), rule(s), law(s), policy(s), where it is claimed a violation of any of those took place.
 - F. A statement that the employee has the right to respond to the matters raised in the written notice both orally and in writing, including the submission of affidavits, prior to the end of the fifteen (15) calendar days following the date the written notice was served.
 - G. A statement that the employee, upon request, is entitled to appear personally and/or through Association representation before the Superintendent or designee regarding the matters raised in the written notice prior to the end of the fifteen (15) calendar days following the date the written notice was served. At such meeting, the employee and/or his/her representative shall be granted a reasonable opportunity to make any

- representations the employee believes are relevant to the case.
 - H. A statement that the proposed disciplinary action may commence after the fifteen (15) calendar days following the date the written notice was served.
 - I. A statement that the employee, upon written request, is entitled to a full evidentiary hearing before an arbitrator before any disciplinary action is final. The statement shall also indicate that no arbitration hearing shall be held unless a written demand for such a hearing is delivered to the Superintendent within fifteen (15) calendar days after the date the written notice of proposed disciplinary action was served.
- 27.5 The employee in the bargaining unit shall receive an arbitration hearing on the proposed disciplinary action only if a written demand for such a hearing is delivered to the Superintendent within fifteen (15) calendar days of the written notice of proposed disciplinary action. In the absence of a demand for a full evidentiary hearing, the Superintendent shall act upon the charges after the time period for hearing demand has expired.
- 27.5.1 The procedure in Article 28.3, and 28.4.1, 28.4.4, and 28.4.7 shall be the sole procedure to be utilized by an employee or the Association. Except for Article 28.3, 28.4.1, 28.4.4, and 28.4.7 the grievance procedure in this Agreement is not applicable to this Article. Article 28.4.4 will apply only with the consent of all employees requesting an arbitration hearing.
- 27.6 With respect to probationary employees, the following provisions shall apply:
- 27.6.1 The parties acknowledge that such probationary employees may be dismissed or suspended without pay for a specified period of time in excess of fifteen (15) work days under Education Code Section 44948.3. Among the reasons that may be deemed sufficient by the District to dismiss or suspend without pay such probationary employees for a specified period of time in excess of fifteen (15) workdays are:
- A. Unsatisfactory performance determined pursuant to the (Article 11, Education Code Sections 44660, et seq.); or
 - B. Cause pursuant to Education Code Section 44932.
- 27.6.2 The District Superintendent or designee shall give thirty (30) days prior written notice of dismissal not later than March 15 in the case of second-year probationary employees. Notice of suspension without pay shall be given pursuant to Article 27.3. The notice shall include a statement of the reasons for the dismissal or suspension and notice of the opportunity to appeal. In the event of a dismissal or suspension for unsatisfactory performance, a copy of the evaluation conducted pursuant to Education Code Section 44664 shall accompany the written notice.
- 27.6.3 If the notice of dismissal or suspension is given, the employee shall have fifteen (15) days from receipt of the notice of dismissal or suspension to submit to the Board of Trustees a written request for a hearing. The failure of an employee to request a hearing within fifteen (15) days from receipt of a dismissal or suspension notice shall constitute a waiver of the right to a hearing. The hearing provided for in Article 27.4 shall constitute the hearing on the dismissal or suspension. However, the arbitrator's decision shall constitute a recommendation to the Board of Trustees and shall be advisory only.

ARTICLE 28: GRIEVANCE PROCEDURES

28.1 Definitions

- 28.1.1 A grievance is a formal written allegation by a unit member, group of members, or the Association that there has been violation, misinterpretation, misapplication, or misimplementation of the specific provisions of this Agreement.
- 28.1.2 For purposes of this procedure, a "day" shall consist of any day when the schools of this District are in session during the regular academic school year, excluding summer school or any other special sessions.
- 28.1.3 An immediate supervisor, as pertains to this procedure, shall be the first level administrator who is designated by the District to adjust grievances.
- 28.1.4 Complaints which do not allege a violation, misinterpretation, or misapplication of this Agreement, may be processed pursuant to complaint procedures in Board Policy.

28.2 Procedure

28.2.1 Informal Level

- 28.2.1.1 Before filing a formal written grievance, the grievant(s) should attempt to resolve the grievance by an informal conference with the immediate supervisor.

28.2.2 Level I

- 28.2.2.1 Within thirty (30) days of the time the grievant(s) knew of or reasonably should have known of the event or condition, which gave rise to the grievance, the grievance must be presented in writing to the immediate supervisor.
- 28.2.2.2 The supervisor shall communicate the decision in writing within seven (7) days after receiving the grievance.
- 28.2.2.3 Within the seven-day (7) limit, the parties shall hold a conference to attempt to resolve the grievance.

28.2.3 Level II

- 28.2.3.1 In the event the decision at Level I is not satisfactory with the grievant(s), the decision may be appealed to the Superintendent or designee(s) within seven (7) days.
- 28.2.3.2 Within the seven (7) days after receiving the appeal, the parties shall hold a conference to attempt to resolve the grievance. The Superintendent or designee(s) shall communicate the decision in writing within seven (7) days of the conference.

28.2.4 Level III

- 28.2.4.1 In the event the decision at Level II is not satisfactory with the grievant(s), the decision may be appealed in writing to the Board of

Trustees within seven (7) days.

- 28.2.4.2 At the option of the Board of Trustees, a conference may be scheduled to attempt a resolution of the grievance. In any event, the Board shall communicate the decision in writing within seven (7) days after the following Board meeting.

28.2.5 Level IV

- 28.2.5.1 In the event the decision at Level III is not satisfactory with the grievant(s), the grievant(s) may within seven (7) days request in writing that the Association submit the grievance to arbitration. The Association with written notice to the Board of Trustees, within twenty (20) days after the receipt of the decision of the Board, may submit the grievance to arbitration.

28.3 Arbitration

- 28.3.1 The parties shall first attempt to mutually select an arbitrator. If no agreement is reached within five (5) days, the selection of the arbitrator and the arbitration proceedings shall be conducted under the voluntary Labor Rules of the American Arbitration Association.
- 28.3.2 The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues submitted. Except for the issue of arbitrability, if the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance, the answers thereto at each step, and this Agreement. The hearing shall be conducted by the arbitrator according to the Voluntary Labor Arbitration Rules of the American Arbitration Association.
- 28.3.3 The arbitrator's decision shall be in writing and will set forth the findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement. The decision of the arbitrator shall be based solely upon this Agreement and the evidence and arguments presented by the respective parties in the presence of each other. Issues arising out of the exercise by the Board and administration of its responsibilities under Article 2 of this Agreement, including the facts underlying its exercise of such discretion, shall not be subject to this procedure. The arbitrator shall be without power or authority to make any decision, which requires the commission of an act, prohibited by law or which is violative of this Agreement.
- 28.3.3.1 The arbitrator is empowered to include in any award such financial reimbursement as judged to be proper, provided that no award for punitive damages may be retroactive beyond the filing date as set forth in Article 28.2 herein, except for payroll errors which occur within the past twelve (12) months. The decision of the arbitrator shall be submitted to the Board of Trustees and the Association and shall be final and binding upon the parties of this Agreement.
- 28.3.4 All costs for the services of the arbitrator, including, but not limited to, per diem expenses, travel and subsistence expenses and the cost of any hearing room shall be borne equally by the Board and the Association. All other costs, except for the released time for the grievant(s), his/her representative and witness, shall be borne by the party incurring them.

28.3.5 If, in the course of processing a grievance, the District raises the question of arbitrability at Level I or Level II, the parties agree that such issue shall first be submitted to an arbitrator selected according to Article 28.3.1 herein; and that no arbitration on the other issues of a grievance shall be submitted until a written decision is rendered by an arbitrator on the question of arbitrability. Such challenge may only be made once by the District in the processing of an individual grievance or consolidated grievance. Unless mutually agreed otherwise, the arbitrator who decided the issue of arbitrability shall not later sit as the arbitrator on the other issues of the grievance.

28.3.5.1 Any time limits of this procedure automatically shall be extended in order to carry out the intent of this section. Costs will be paid as in paragraph 28.3.4 of this section.

28.4 Miscellaneous Provisions

28.4.1 No reprisals of any kind shall be taken by the Association or the representative(s) of the Board against any aggrieved person, any party in interest, any member of the Association, or any other participant(s) in the grievance procedure by reason of such participation.

28.4.2 A grievant may be represented at all stages of the grievance procedure by himself/herself, his or her personal attorney (at grievant's expense) or at his/her option, by a representative selected by the Association. If a grievant is not represented by the Association or its representative, the Association shall have the right to be present and the opportunity to file a response to any proposed resolution at Levels I, II, and III prior to the final resolution. The Association shall receive a copy of said grievance and the proposed resolution.

28.4.3 At any level of this procedure, if the District representative fails to respond within the specified time limits, the grievant may automatically appeal to the next level; and if the grievant fails to act within the specified time limits, such grievance shall be excluded from arbitration and considered settled according to the last response made by the District.

28.4.3.1 Decisions rendered at Levels I, II, and III of the grievance procedure shall be in writing setting forth the decision and the reasons therefore, and shall be transmitted promptly to all parties involved and to the president of the Association. Time limits for appeal provided in each level shall begin the day following receipt of written decision by the parties in interest.

28.4.4 For purposes of efficiency and ease of processing, the Association may consolidate grievances of more than one grievant, provided that the issues in dispute are the same.

28.4.5 In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and if left unresolved until the beginning of the following school year could result in harm to an aggrieved person, the time limits set forth herein shall be reduced by mutual agreement so that the procedure may be exhausted prior to the end of the school year or as soon as is practicable.

28.4.6 All documents, communications, and records developed during and relating to the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

- 28.4.6.1 All written materials filed with a grievance by the grievant(s) shall be attached thereto and shall be considered a part of the grievance.
 - 28.4.6.2 The form necessary for the implementation of the grievance procedure is attached as Appendix A-1. The costs of preparing such forms shall be borne by the Board. The forms shall be distributed to the Association's grievance representative at each building site.
- 28.4.7 When it is necessary for a grievance representative designated by the Association to participate in the processing of a grievance during the day, the representative shall be granted release time without loss of pay in order to permit such participation, provided such activities do not conflict with that representative's hours of student contact in the classroom. Any unit member who is necessary as a witness for either party, and who is requested to appear in such conferences or hearings as a witness, shall be accorded the same right of release time as set forth herein.
 - 28.4.7.1 In cases where formal hearings cannot be scheduled outside hours of student contact in the classroom, release time shall be arranged for those parties in interest.
- 28.4.8 If a grievance arises from action or inaction on the part of a member of the administration at a level above Level I, the processing of such grievance may commence at Level II.

ARTICLE 29: SUMMER SCHOOL, SUMMER SUPPORT PROGRAMS, BEFORE/AFTER SCHOOL, AND SATURDAYS

29.1 ETK-12 Summer School/Summer Support

29.1.1 Summer School and Summer Support Program teaching pay shall be paid at the rate defined for each type of instructional program in this Article.

29.1.2 Bargaining unit members shall be given first priority for Summer School and Summer Support assignments. The order of priority shall be district wide and then, if still needed, from outside the District. Teaching Summer School is voluntary, not mandatory, for all teachers.

29.1.3 The ETK-8 Summer School and Summer Support Programs.

29.1.3.1 If the schedule of summer school hours is at least four (4) hours and not more than five (5) hours, there shall be a fifteen (15) minute duty-free, non-paid break that shall not count as work or instructional time. If the instructional day goes beyond five (5) hours teacher shall have a forty (40) minute duty-free, non-paid lunch break.

29.1.3.2 The rate of pay for teachers shall be the regular certificated hourly rate for summer school/summer support/intersession per salary schedule Appendix A2.

29.1.3.3 ETK-5 classes shall maintain a school wide average of between fifteen (15) students and eighteen (18) students.

29.1.3.4 Grades 6-8 classes shall maintain a school wide average of between twenty-five (25) students and thirty (30) students.

29.1.4 The 9-12 Summer School and Summer Support Programs

29.1.4.1 If the schedule of summer school and/or summer support hours is at least four (4) hours and not more than five (5) hours, there shall be a fifteen (15) minute duty-free non-paid break that shall not count as work or instructional time. If the instructional day goes beyond five (5) hours, each teacher shall have a forty (40) minute duty-free, non-paid lunch break.

29.1.4.2 The rate of pay for teachers shall be the regular certificated hourly rate for summer school/summer support/intersession per salary schedule Appendix A2.

29.1.4.3 Grades 9-12 classes shall maintain a school wide average of between twenty-five (25) students and thirty-one (31) students.

29.1.5 Teacher Absences During Summer School and Summer Support Programs. When a teacher is absent from a Summer School and/or Summer Support Program class, he/she may access the summer VUSD substitute calling system.

29.1.6 ETK-12 Classroom Teacher Preparation Time Compensation

- 29.1.6.1 ETK-12 classroom teacher preparation time compensation for Summer School and/or Summer Support shall be based on a formula as follows:
- Total number of monthly instructional minutes x .125 =
Preparation Time Compensation
- Example: 240 monthly instructional minutes x .125 = 30 minutes
preparation time compensation
(4 hours = 30 minutes preparation time compensation)

29.1.7 All Summer School and Summer Support Program teachers shall receive summer school/summer support supplies.

29.1.8 Middle School to High School Summer Transition Programs

29.1.8.1 The rate of pay shall be the regular certificated hourly rate for summer school/summer support/intersession per salary schedule Appendix A2.

29.1.8.2 Classes shall maintain a school wide average of between 15 students and 22 students.

29.2 Before/After School and Saturday Program

29.2.1 The class size enrollment for Before/After School Program and Saturdays is as follows:

29.2.1.1 ETK-5 classes shall have a school wide average no greater than ten (10) students.

29.2.1.2 Grades 6-12 shall have a school wide average of between ten (10) and fifteen (15) students.

29.2.2 Teacher compensation for Before/After School and Saturdays shall be the regular certificated hourly rate for before and after school/Saturdays per salary schedule Appendix A2.

29.2.3 ETK-12 Summer School and Summer Support Programs Preparation Time Compensation

29.2.3.1 ETK-12 classroom teacher preparation time compensation for Summer School and Summer Support Program, Before/After School and Saturdays shall be based on the formula in Article 29.1.6 above.

29.3 Operation of Programs

29.3.1 The decision whether to establish or maintain a class or program subject to this article shall be made by the District.

Article 30: SPECIAL EDUCATION

30.1 Special Education

- 30.1.1 The District will form an advisory group consisting of special education staff and teachers, which will meet at least four (4) times per year to discuss specific issues as they relate to the operation of special education programs. The group shall consist of eight (8) members, four (4) of which will be selected by the VTA and four (4) selected by the District.
- 30.1.2 The District, in conjunction with the special education service provider(s) and general education teachers, shall ensure that students who are mainstreamed are provided sufficient support as per the student's IEP.
- 30.1.3 Definitions
 - 30.1.3.1 "Caseload" is defined as the number of students with an Individualized Education Program (IEP) for whom the special education teacher (i.e., resource specialist, speech-language pathologist, psychologist, adapted physical education specialist) is assigned.
 - 30.1.3.2 "Education Specialist" has the same meaning as "special education teacher."
 - 30.1.3.3 "Learning Center" is defined as any service delivery model on a school campus where students needing instructional intervention shall access specialized academic instruction based on their IEP. This instructional model shall be designed and implemented at each site based on student need.
 - 30.1.3.4 "Education Specialist- Mild/Moderate" is defined as a teacher who holds a California Mild/Moderate Education Specialist Instruction credential and who works in a learning center, co-teaching, supportive teaching, or, in some cases, a separate educational setting on a school campus to deliver specialized academic instruction to students with mild/moderate disabilities in accordance with their Individualized Education Program (IEP).
 - 30.1.3.5 "Education Specialist- Moderate/Severe" is defined as a teacher who holds a California Moderate/Severe Education Specialist Instruction credential and who works primarily with students in a separate educational setting on a school campus to deliver specialized academic instruction to students with moderate/severe disabilities in accordance with their Individualized Education Program (IEP).
 - 30.1.3.6 "Specialized Academic Instruction" (SAI) is both direct and indirect instructional services specifically designed to meet the needs of students with Individualized Education Programs. This type of instruction may be delivered in a variety of formats including consulting with general education teachers, co-teaching, supportive teaching, modifying/adapting curriculum, and planning with related services. This instruction is defined as adapting, as appropriate, to the needs of the student with an IEP, the content, methodology, or delivery of instruction to ensure access of the student to the general education curriculum so that they can meet the educational standards that apply to all students. All students with an IEP receive SAI within the full continuum of services as defined in the student's IEP.

- 30.1.3.7 "Supportive teaching" is when the Education Specialist is providing Specialized Academic Instruction (SAI) within the general education setting with the general education teacher, as determined by the IEP. The purpose of supportive teaching is to provide the student access to general education curriculum with appropriate accommodations/modifications.
- 30.1.3.8 "Co-Teaching" is defined as having a general education teacher and an Education Specialist working together in the same classroom to plan and deliver instruction to a blended group of students for the purpose of providing an inclusive setting for students with exceptional needs in the least restrictive environment. Both teachers provide instruction within a variety of instructional formats.

In order to facilitate the co-teaching model, the following aspects must be followed:

- 30.1.3.8.1 Site Administration, with input from teachers, shall facilitate the "pairings" of the Education Specialist and the general education teacher.
- 30.1.3.8.2 Teacher participation in the co-teaching model is voluntary. The administrator shall respect a teacher's decision not to participate in the co-teaching model.
- 30.1.3.8.3 At least 5 full days of professional development shall be offered to volunteers (through hourly pay or release time) participating in co-teaching. Topics will include:
- Philosophy of Education
 - Behavior Management
 - Grading
 - Which type of co-teaching will be implemented
 - Classroom arrangement
 - Materials
 - Time management
 - Communication style
- In addition, on-going professional development shall occur throughout the year.
- 30.1.3.8.4 Provide common planning/prep period, secondary level (middle/high school), for the collaborative teams.
- 30.1.3.8.5 No co-taught general education setting shall exceed more than 33% of the enrollment of total students whose IEP indicates Specialized Academic Instruction.
- 30.1.3.8.6 Co-taught class sizes shall not exceed the contractual language specified in Article 20.

30.2 Caseloads for Education Specialists and Speech-Language Pathologists

- 30.2.1 Education Specialist-Mild/Moderate Preschool: Maximum caseload of 16 students.

- 30.2.2 Education Specialist- Mild/Moderate Elementary (ETK-5): Maximum caseload of 20 students. At no time shall a mild/moderate ETK-5 teacher's caseload exceed more than 10 students whose specialized academic support service level exceed 51% or more of the day's instructional minutes. Assignments shall be balanced within the school site based on available staff. Mild/moderate caseload managers shall not simultaneously teach a general education class.
- 30.2.2.1 A self-contained class instructed by a Mild/Moderate Education Specialist shall have a cap of 16 students with IEPs.
- 30.2.3 Education Specialist- Mild/Moderate Secondary (6-12): Maximum caseload of 22 students. At no time shall a mild/moderate 6-12 teacher's caseload exceed more than 12 students whose specialized academic support service level exceed 51% or more of the day's instructional minutes. Assignments shall be balanced within the school site based on available staff. Mild/moderate caseload managers shall not simultaneously teach a general education class
- 30.2.3.1 A self-contained class instructed by a Mild/Moderate Education Specialist shall have a cap of 16 students with IEPs.
- 30.2.4 Education Specialist- Moderate/Severe: Maximum caseload of 12 students.
- 30.2.5 Speech-Language Pathologist: Maximum caseload district wide average of 55. This average shall not include a student with consult only SLP services.
- 30.2.5.1 Speech-Language Pathologist working exclusively with preschool (ages 3-5): The maximum caseload for a speech and language specialist providing services exclusively to individuals with exceptional needs, between the ages of three and five years, inclusive, as defined in Section 56441.11 or 56026 of Ed code, shall not exceed a count of 40
- 30.2.6 In the event that any individual caseload exceeds the appropriate maximum, the procedures outlined in Article 20.1.10 and 20.1.11 shall be followed using the appropriate District form and, for Education Specialists Mild/Moderate, a waiver shall be signed at the discretion of the Education Specialist which allows up to twenty-two (22) students in grades ETK-5 and twenty-six (26) students on their caseload in grades 6-12. For a caseload assignment beyond twenty (20) in grades ETK-5 and twenty-two (22) in grades 6-12, the District and Education Specialist will meet and mutually agree upon appropriate solutions. Based on the staffing of Mild/Moderate caseload managers throughout the district, staffing for instructional assistants shall be no less than 80%. For every mild/moderate caseload manager, there shall be one instructional assistant hired for the District. The District shall have the ability to assign/reassign instructional assistants through the District based on site needs or to address vacancies.
- 30.3 The Education Specialist shall provide a copy of the District's Individualized Education Program (IEP) to the general education teacher at least one work day prior to the placement of an Individual With Exceptional Needs student into his/her class. The Education Specialist shall communicate (via email, verbal, written) educational needs/modifications/accommodations, with the general education teacher within the first two (2) weeks of the student's participation in the general education teacher's classroom.
- 30.4 Special Education Extended School Year (ESY)

- 30.4.1 Special Education Extended Year teaching pay shall be per diem or the proportionate share of per diem depending upon the length of the teaching assignment. The daily rate is determined by the Teacher's placement on the salary schedule divided by the number of days in the work year calendar specified in Article 17.
 - 30.4.2 Bargaining unit members shall be given first priority for all assignments designated as Special Education Extended Year assignments. The order of priority shall be site, district wide, and then if needed, from outside the District. Teaching Special Education Extended Year is voluntary, not mandatory, for all teachers.
- 30.5 Service Provider Coverage Compensation
- 30.5.1 All work performed by certificated special education unit members providing services for another unit member due to absence, leave, or increased caseload which occurs outside of the contract day shall be voluntary.
 - 30.5.2 When fulfilling a request of a district supervisor or administrator for services that may occur outside the contract day, a certificated special education unit member shall be compensated at the regular teacher hourly rate. Services may include but are not limited to assessments, IEP data collection, meetings, and report writing.
 - 30.5.3 All requests shall be documented in writing from the District supervisor or administrator stating the specific services to be provided, the site to be served, and the maximum number of service hours necessary. If requested services exceed the maximum number of hours as outlined in the original written request, the District supervisor or administrator and the unit member shall mutually agree in writing any number of additional service hours necessary.

APPENDIX A-1

Vista Unified School District
CONTRACT GRIEVANCE FORM

INSTRUCTIONS FOR EMPLOYEE: Complete Parts 1 through 4 and sign the form. This form should be used to file a formal written grievance. Before filing this form, the grievant should attempt to resolve the grievance by an informal conference with the immediate supervisor. Retain one (1) and submit one (1) copy to the Association and two (2) copies to the appropriate supervisor.

TO: _____
(Appropriate Supervisor) (Position) (School/Office)

FROM: _____
(Name of Grievant) (Position) (School/Office)

An informal conference concerning this matter was held. ☐ Yes ☐ No

Date held: _____ Who was present? _____

STATEMENT OF GRIEVANCE:

1. Date alleged violation, misinterpretation, misapplication, or misimplementation of the specific provisions of the contract first became known:

2. Nature of grievance (briefly state pertinent facts):

3. Specific provision(s) of the contract allegedly violated, misinterpreted, misapplied, or misimplemented:

4. Remedy sought:

(Signature of Grievant)

(Date Filed with District)

(Date Filed with Association)

DISTRICT OFFICE USE: Final disposition of grievance (see attached grievance records for Levels I_, II_, III_, IV_, V_, ARB_)
(Signature of Appropriate District Official Upon Final Disposition) (Date of Final Disposition)

Distribution: WHITE-Personnel YELLOW-Supervisor PINK-Employee GOLDENROD-Employee Association

APPENDIX A-2 A

VISTA UNIFIED SCHOOL DISTRICT 2022-23 TEACHERS SALARY SCHEDULE

Columns GHI to ABC Effective 07-01-2022

186 Days

Including 6.07% Effective 7-1-2022

Plan 3

<i>Basic Teachers Salary Schedule</i>						
	BA DEGREE	BA + 15	BA + 30	BA + 45	BA + 60	BA + 90 or BA + 75 + Master
STEPS	CLASS A	CLASS B	CLASS C	CLASS D	CLASS E	CLASS F
1	55,236	55,236	55,236	58,368	61,745	65,123
2	55,236	55,236	57,886	61,263	64,640	68,016
3	55,236	57,404	60,780	64,158	67,534	70,911
4	56,921	60,299	63,675	67,051	70,428	73,806
5	59,816	63,193	66,568	69,946	73,323	76,700
6	62,711	66,088	69,463	72,840	76,218	79,594
7	62,711	68,981	72,358	75,735	79,111	82,489
8	62,711	68,981	75,252	78,629	82,006	85,383
9	62,711	68,981	78,146	81,523	84,901	88,277
10	62,711	68,981	81,041	84,418	87,794	91,171
11	62,711	68,981	83,935	87,312	90,689	94,066
12	62,711	68,981	83,935	90,206	93,583	96,961
13	62,711	68,981	83,935	90,206	96,478	99,854
14	62,711	68,981	83,935	90,206	96,478	99,854
15	62,711	68,981	83,935	90,206	97,924	101,301
16	62,711	68,981	83,935	90,206	97,924	101,301
17	62,711	68,981	92,618	95,995	99,372	102,748
18	62,711	68,981	92,618	95,995	99,372	104,196
19	62,711	68,981	92,618	95,995	100,818	106,125
20	62,711	68,981	92,618	95,995	100,818	106,125
21	62,711	68,981	95,513	98,889	102,748	109,010
22	62,711	68,981	95,513	98,889	102,748	109,010
23	62,711	68,981	95,513	98,889	102,748	112,396
24	62,711	68,981	95,513	98,889	105,643	112,396
25 thru 30	62,711	68,981	95,513	98,889	105,643	115,773

A stipend equal to five percent (5%) of Class A, Step 1, will be allowed for an earned Master's Degree from an accredited college or university if the person qualified for his/her class.

An additional stipend equal to five percent (5%) of Class A, Step 1, will be allowed for an earned Ph.D. or Ed.D. from an accredited college or university.

EFFECTIVE 07/01/14 Teachers who have current certification as a National Board Certified Teacher will receive an annual payment of \$1,000.00.

The teacher hourly rate for *non-contract* teachers for before and after school, Saturdays, and all other certificated hourly time will be: **\$35.25**

The teacher hourly rate for *contract* teachers for before and after school, Saturdays, and all other certificated hourly time will be: **\$39.46**

The teacher hourly rate for summer school/intersession for all teachers will be: **\$49.35**

Effective 7-1-2022, Columns A-C begin at \$56,236

Salary compaction of Column F, starting at step 19, effective 7-1-2022

Salary Plan 003

APPENDIX A-2 B

VISTA UNIFIED SCHOOL DISTRICT 2022-23 TEACHERS SALARY SCHEDULE Columns GHI to ABC Effective 07-01-2022

185 Days

Including 6.07% Effective 7-1-2022

Plan 3

<i>Basic Teachers Salary Schedule</i>						
	BA DEGREE	BA + 15	BA + 30	BA + 45	BA + 60	BA + 90 or BA + 75 + Master
STEPS	CLASS A	CLASS B	CLASS C	CLASS D	CLASS E	CLASS F
1	54,938	54,938	54,938	58,053	61,412	64,771
2	54,938	54,938	57,573	60,932	64,291	67,649
3	54,938	57,094	60,452	63,812	67,169	70,528
4	56,614	59,973	63,331	66,689	70,048	73,407
5	59,493	62,852	66,209	69,568	72,927	76,286
6	62,372	65,731	69,088	72,447	75,806	79,164
7	62,372	68,609	71,967	75,326	78,684	82,044
8	62,372	68,609	74,846	78,204	81,563	84,922
9	62,372	68,609	77,724	81,083	84,443	87,800
10	62,372	68,609	80,603	83,962	87,320	90,679
11	62,372	68,609	83,482	86,841	90,199	93,558
12	62,372	68,609	83,482	89,719	93,078	96,437
13	62,372	68,609	83,482	89,719	95,957	99,315
14	62,372	68,609	83,482	89,719	95,957	99,315
15	62,372	68,609	83,482	89,719	97,395	100,754
16	62,372	68,609	83,482	89,719	97,395	100,754
17	62,372	68,609	92,118	95,477	98,835	102,193
18	62,372	68,609	92,118	95,477	98,835	103,633
19	62,372	68,609	92,118	95,477	100,274	105,552
20	62,372	68,609	92,118	95,477	100,274	105,552
21	62,372	68,609	94,997	98,355	102,193	108,421
22	62,372	68,609	94,997	98,355	102,193	108,421
23	62,372	68,609	94,997	98,355	102,193	111,789
24	62,372	68,609	94,997	98,355	105,073	111,789
25 thru 30	62,372	68,609	94,997	98,355	105,073	115,148

A stipend equal to five percent (5%) of Class A, Step 1, will be allowed for an earned Master's Degree from an accredited college or university if the person qualified for his/her class.

An additional stipend equal to five percent (5%) of Class A, Step 1, will be allowed for an earned Ph.D. or Ed.D. from an accredited college or university.

EFFECTIVE 07/01/14 Teachers who have current certification as a National Board Certified Teacher will receive an annual payment of \$1,000.00.

The teacher hourly rate for *non-contract* teachers for before and after school, Saturdays, and all other certificated hourly time will be: **\$35.25**

The teacher hourly rate for *contract* teachers for before and after school, Saturdays, and all other certificated hourly time will be: **\$39.46**

The teacher hourly rate for summer school/intersession for all teachers will be: **\$49.35**

Effective 7-1-2022, Columns A-C begin at \$56,236
Salary compaction of Column F, starting at step 19, effective 7-1-2022

Salary Plan 003

APPENDIX A-2 C

VISTA UNIFIED SCHOOL DISTRICT
TEACHER EDUCATION PROGRAM (TEP)
2022-23 SALARY SCHEDULE
186 Days
Including 6.07% Effective 7-1-2022

	BA DEGREE	BA + 15	BA + 30	BA + 45	BA + 60	BA + 90 or BA + 75 + Master
STEPS	CLASS A	CLASS B	CLASS C	CLASS D	CLASS E	CLASS F
1	48,333.00					
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						

Teacher Education Program (TEP)
Teacher Intern Program
Salary is 7/8 of class G, Step 1
Group 09
Cdays Track N

APPENDIX A-2 D

**VISTA UNIFIED SCHOOL DISTRICT
TEACHER EDUCATION PROGRAM (TEP)
2022-23 SALARY SCHEDULE
185 Days
Including 6.07% Effective 7-1-2022**

	BA DEGREE	BA + 15	BA + 30	BA + 45	BA + 60	BA + 90 or BA + 75 + Master
STEPS	CLASS A	CLASS B	CLASS C	CLASS D	CLASS E	CLASS F
1	48,072.00					
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						

Teacher Education Program (TEP)
Teacher Intern Program
Salary is 7/8 of class G, Step 1
Group 09
Cdays Track N

APPENDIX A-2 E

VISTA UNIFIED SCHOOL DISTRICT
2022-23 PSYCHOLOGIST/SLP/NURSE/SOCIAL WORKER
SALARY SCHEDULE-186 Days
 Including 6.07% Effective 7-1-2022

Group 4

Based on Step A-1 Teachers Salary Schedule	55,236
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STEP	ANNUAL SALARY
1	80,075
2	83,935
3	87,794
4	91,654
5	95,995
6 thru 7	99,854
8 thru 10	101,301
11 thru 12	102,265
13 thru 14	103,713
15 thru 16	105,644
17 thru 18	107,573
19 thru 21	110,467
22 thru 24	113,843
25 thru 30	117,221

Salary compaction, starting at step 8, effective 7-1-2022.

APPENDIX A-2 F

VISTA UNIFIED SCHOOL DISTRICT
2022-23 PSYCHOLOGIST/SLP/NURSE/SOCIAL WORKER
SALARY SCHEDULE-185 Days
Including 6.07% Effective 7-1-2022

Group 4

Based on Step A-1 Teachers Salary Schedule	54,938
---	---------------

STEP	ANNUAL SALARY
1	79,643
2	83,482
3	87,320
4	91,159
5	95,477
6 thru 7	99,315
8 thru 10	100,754
11 thru 12	101,713
13 thru 14	103,153
15 thru 16	105,074
17 thru 18	106,992
19 thru 21	109,870
22 thru 24	113,228
25 thru 30	116,588

APPENDIX A-3

Vista Unified School District 2022-23 Adult Ed/CTE Salary Schedule with 6.07% Increase Effective 07-01-2022

Teachers- Credential								Project Coord/ Res. Tchrs. Counselors		
Step	Class I A	Class II	Class III	Class IV	Class V	Class VI	Class VII	Step	Class VIII	Class IX
1	35.80	36.16	36.52	36.89	37.25	37.62	39.51	1	38.74	42.43
2	38.31	38.69	39.08	39.47	39.87	40.26	42.27	2	41.45	45.39
3	40.99	41.40	41.81	42.23	42.65	43.09	45.24	3	44.35	48.57
4	43.86	44.31	44.74	45.20	45.64	46.09	48.40	4	47.46	51.96
5	43.86	44.74	44.74	45.64	46.09	46.55	48.89	5	47.92	52.49
6	43.86	45.20	44.74	46.09	46.55	47.02	49.38	6	48.41	53.00
7	43.86	45.64	44.74	46.55	47.02	47.50	49.86	7	48.89	53.54
8	43.86	46.10	44.74	47.02	47.50	47.96	50.37	8	49.39	54.07
9	43.86	46.56	44.74	47.50	47.96	48.45	50.88	9	49.88	54.63
10	43.86	47.02	44.74	47.96	48.45	48.93	51.38	10	50.37	55.17
11	43.86	47.02	44.74	47.96	48.45	48.93	51.38	11	50.37	55.17
12	43.86	47.02	44.74	47.96	48.45	48.93	51.38	12	50.37	55.17
13	43.86	47.02	44.74	47.96	48.45	48.93	51.38	13	50.37	55.17
14	43.86	47.02	44.74	47.96	48.45	48.93	51.38	14	50.37	55.17
15	43.86	47.02	44.74	47.96	48.45	48.93	51.38	15	50.37	55.17
16	43.86	47.02	44.74	47.96	48.45	48.93	51.38	16	50.37	55.17
17	43.86	47.02	44.74	47.96	48.45	48.93	51.38	17	50.37	55.17
18	43.86	47.02	44.74	47.96	48.45	48.93	51.38	18	50.37	55.17
19	43.86	47.02	44.74	47.96	48.45	48.93	51.38	19	50.37	55.17
20	43.86	47.02	44.74	47.96	48.45	48.93	51.38	20	50.37	55.17
21	43.86	47.02	44.74	47.96	48.45	48.93	51.38	21	50.37	55.17
22	43.86	47.02	44.74	47.96	48.45	48.93	51.38	22	50.37	55.17
23	43.86	47.02	44.74	47.96	48.45	48.93	51.38	23	50.37	55.17
24	43.86	47.02	44.74	47.96	48.45	48.93	51.38	24	50.37	55.17
25	43.86	47.02	44.74	47.96	48.45	48.93	51.38	25	50.37	55.17
26	43.86	47.02	44.74	47.96	48.45	48.93	51.38	26	50.37	55.17
27	43.86	47.02	44.74	47.96	48.45	48.93	51.38	27	50.37	55.17
28	43.86	47.02	44.74	47.96	48.45	48.93	51.38	28	50.37	55.17
29	43.86	47.02	44.74	47.96	48.45	48.93	51.38	29	50.37	55.17
30	43.86	47.02	44.74	47.96	48.45	48.93	51.38	30	50.37	55.17

Class I Preliminary Adult Ed or Vocational Designated Subject Credential - No Degree
 Class II Clear Adult Ed or Vocational Designated Subject Credential - No Degree
 Class III Preliminary Adult Ed or Vocational Designated Subject Credential - with Bachelors Degree
 Class IV Clear Adult Ed, Vocational Designated Subject or Accepted Standard K-12 with Bachelors Degree
 Class V Highly Qualified Teachers and/or Industry Certificated Course - with Bachelors Degree
 Class VI Clear Credential with a Bachelors Degree and 45 Semester Units
 Class VII Clear Credential with a Masters Degree and 75 units
 Class VIII Project Coordinator / Resource Teachers w/ Bachelors Degree, Level III
 Class IX Counselor w/ PPS or Masters Degree

Step	
1	0-1300 Hours of Employment in Adult Ed/CTE
2	1301-2600
3	2601-3900
4	3901-5200
5	5201-6500
6	6501-7800
7	7801-9100
8	9101-10400
9	10401-11700
10-30	11701-13000

Calculations

1.	Teachers	7% between steps 1-4, 1% at step 5-10 1% between columns
1 a		5% for Masters (Class VIII from VII)
2.	Pr.Coord/Res.Tchrs.	5% of class IV - Level III Min Req.
3.	Counselor	15% of class IV - PPS / Masters Degree

APPENDIX A-4

EXTRA DUTY PAY SCHEDULE/STUDENT ACTIVITIES ASSIGNMENTS

Student Activities Assignments shall be paid in accordance with the following list of percentages of the Basic Teacher's Salary Schedule, Class A, Step 1. The District administration will determine on an annual basis what assignments will be filled. **Site administrators will post the assignments, identify the roles and responsibilities of the assignment** and unit members, upon selection, will be notified within ten (10) days of their selection by the site administrator. Any additional stipends or compensations associated with curriculum and/or leadership positions will be negotiated.

DUTY GROUP A - 3%

Class Advisors	(9-10)	Aug - June
District Curriculum Chairs	(K-12)	Aug - June
Literary Magazine	(6- 8)	Aug - June
Special Olympics Coach (per sport)	(K-12)	Aug - June
Supervisor of Student Interns	(6-12)	Aug - June

DUTY GROUP B - 5%

Academic Decathlon	(9-12)	Aug - June
Academic Team Frosh	(9)	Aug - June
Academic Team JV	(10-11)	Aug - June
Academic Team Varsity	(10-12)	Aug - June
Alta Vista Annual	(9-12)	Aug - June
Alta Vista Journalism	(9-12)	Aug - June
A.S.B. Advisor	(6-8)	Aug - June
Athletic Director	(6-8)	Aug - June
Head Frosh Cheerleading	(9)	Aug - June
Class Advisors	(11-12)	Aug - June
JV Assist Coach Baseball	(9-11)	Mar, Apr, May
JV Assist Coach Cheerleader	(9-11)	Aug - June
JV Assist Coach Cross Country Boys/Girls	(9-11)	Sept, Oct, Nov
JV Assist Coach Field Hockey Boys/Girls	(9-11)	Sept, Oct, Nov
JV Assist Coach Golf Boys	(9-11)	Mar, Apr, May
JV Assist Coach Golf Girls	(9-11)	Sep, Oct, Nov
JV Assist Coach Lacrosse Boys/Girls	(9-11)	Mar, Apr, May
JV Assist Coach Soccer Boys/Girls	(9-11)	Dec, Jan, Feb
JV Assist Coach Softball	(9-11)	Mar, Apr, May
JV Assist Coach Swimming Boys/Girls	(9-11)	Mar, Apr, May
JV Assist Coach Tennis Boys/Girls	(9-11)	Mar, Apr, May
JV Assist Coach Tennis Girls	(9-11)	Sept, Oct, Nov
JV Assist Coach Volleyball Boys	(9-11)	Mar, Apr, May
JV Assist Coach Volleyball Girls	(9-11)	Sept, Oct, Nov
JV Assist Coach Water Polo Boys	(9-11)	Sept, Oct, Nov
JV Assist Coach Water Polo Girls	(9-11)	Dec, Jan, Feb
Coach Basketball	(6-8)	Aug - June
Coach Cheerleading	(6-8)	Aug - June
Coach Cross Country	(6-8)	Aug - June
Coach Field Hockey	(6-8)	Aug - June
Coach Football	(6-8)	Aug - June
Coach Soccer	(6-8)	Aug - June
Coach Surf	(6-8)	Aug - June
Coach Volleyball	(6-8)	Aug - June
Concert Band	(9-12)	Feb - June
Drama/Speech	(9-12)	Aug - June
Equipment Manager Football	(9-12)	Aug - June
Exhibition Coordinator, Jr./Sr.	(11-12)	Aug - June
Intramurals	(6-12)	Aug - June

Instrumental Music/Band	(6-8)	Aug - June
Journalism	(6-8)	Aug - June
Literary Magazine	(9-12)	Aug - June
School Safety Patrol/Elem.	(K-5)	Aug - June
Science Olympiad	(9-12)	Aug - June
Special Olympics Coordinator	(K-12)	Aug - June
Vocal Music	(6-8)	Aug - June
Yearbook	(6-8)	Aug - June

DUTY GROUP C - 7.5%

AVID Coordinator	(6-12)	Aug - June
Choral Accompanist	(9-12)	Aug - June
Assist Varsity Baseball	(9-12)	Mar, Apr, May
Head Frosh Baseball	(9)	Mar, Apr, May
JV Coach Baseball	(9-11)	Mar, Apr, May
Head Frosh Basketball Boys/Girls	(9)	Dec, Jan, Feb
JV Assist Coach Basketball Boys/Girls	(9-11)	Dec, Jan, Feb
Assist Varsity Basketball - Boys/Girls	(9-12)	Dec, Jan, Feb
JV Coach Cheerleader	(9-11)	Aug - June
Head Frosh Cross Country Boys/Girls	(9)	Aug - June
JV Coach Cross Country Boys/Girls	(9-11)	Sept, Oct, Nov
Assist Varsity Cross Country - Boys/Girls	(9-12)	Sept, Oct, Nov
JV Coach Field Hockey Boys/Girls	(9-11)	Sept, Oct, Nov
Assist Varsity Field Hockey - Boys/Girls	(9-12)	Sept, Oct, Nov
JV Coach Golf Boys	(9-11)	Mar, Apr, May
JV Coach Golf Girls	(9-11)	Sept, Oct, Nov
Assist Varsity Golf - Boys	(9-12)	Mar, Apr, May
Assist Varsity Golf - Girls	(9-12)	Sept, Oct, Nov
JV Assist Coach Football	(9-11)	Sept, Oct, Nov
Assistant Frosh Football	(9)	Sept, Oct, Nov
JV Coach Lacrosse Boys/Girls	(9-11)	Mar, Apr, May
Assist Varsity Lacrosse - Boys/Girls	(9-12)	Mar, Apr, May
JV Coach Soccer Boys/Girls	(9-11)	Dec, Jan, Feb
Assist Varsity Soccer - Boys/Girls	(9-12)	Dec, Jan, Feb
Head Frosh Softball	(9)	Mar, Apr, May
JV Coach Softball	(9-11)	Mar, Apr, May
Head Frosh Soccer Boys/Girls	(9)	Dec, Jan, Feb
Assist Varsity Softball	(9-12)	Mar, Apr, May
JV Coach Swimming Boys/Girls	(9-11)	Mar, Apr, May
Assist Varsity Swimming - Boys/Girls	(9-12)	Mar, Apr, May
JV Coach Tennis Boys/Girls	(9-11)	Mar, Apr, May
JV Coach Tennis Girls	(9-11)	Sept, Oct, Nov
Assist Varsity Tennis - Boys	(9-12)	Mar, Apr, May
Assist Varsity Tennis - Girls	(9-12)	Sept, Oct, Nov
JV Assist Coach Track Boys/Girls	(9-11)	Mar, Apr, May
Assist Varsity Track	(9-12)	Mar, Apr, May
Head Frosh Volleyball Boys	(9)	Mar, Apr, May
Head Frosh Volleyball Girls	(9)	Sept, Oct, Nov
JV Coach Volleyball Boys	(9-11)	Mar, Apr, May
JV Coach Volleyball Girls	(9-11)	Sept, Oct, Nov
Assist Varsity Volleyball - Boys	(9-12)	Mar, Apr, May
Assist Varsity Volleyball - Girls	(9-12)	Sept, Oct, Nov
Head Frosh Water Polo Boys	(9)	Sept, Oct, Nov
JV Coach Water Polo Boys	(9-11)	Sept, Oct, Nov
JV Coach Water Polo Girls	(9-11)	Dec, Jan, Feb
Assist Varsity Water Polo - Boys	(9-12)	Mar, Apr, May
Assist Varsity Water Polo - Girls	(9-12)	Dec, Jan, Feb
JV Assistant Coach Wrestling Boys/Girls	(9-11)	Dec, Jan, Feb
JV Coach Tech	(9-11)	Aug - June

Head Frosh Wrestling Boys/Girls	(9)	Dec, Jan, Feb
FFA Advisor	(9-12)	Aug - June
Assistant Band Director	(9-12)	Aug - June
Assistant Marching	(9-12)	Aug - Jan
Pageantry Assistant	(9-12)	Aug - June

DUTY GROUP D - 8%

DECA Store	(9-12)	
Student Store	(9-12)	

DUTY GROUP E - 9%

JV Coach Basketball Boys/Girls	(9-11)	Dec, Jan, Feb
Head Frosh Football	(9)	Sept, Oct, Nov
JV Coach Football	(9-11)	Sept, Oct, Nov
Assistant Varsity Football	(10-12)	Sept, Oct, Nov
Assistant Varsity Lacrosse Boys/Girls	(9-12)	Mar, Apr, May
JV Coach Track Boys/Girls	(9-11)	Mar, Apr, May
Head Frosh Track Boys/Girls	(9)	Mar, Apr, May
JV Coach Wrestling Boys/Girls	(9-11)	Dec, Jan, Feb
Assist Varsity Wrestling Boys/Girls	(9-12)	Dec, Jan, Feb
Varsity Coach Cheerleader	(9-12)	Aug - June
Dance	(9-12)	Aug - June
Journalism	(9-12)	Aug - June
Pageantry Head	(9-12)	Aug - June
Speech	(9-12)	Aug - June
TV Studio Coordinator	(9-12)	Aug - June
Yearbook	(9-12)	Aug - June

DUTY GROUP F - 10%

Junior ROTC	(9-12)	Aug- June
ELP Coordinator	(9-12)	Aug- June
Drama	(9-12)	Aug- June
Technology Coach	(9-12)	Aug- June
Vocal Music	(9-12)	Aug - June
Head Varsity Baseball	(9-12)	Mar, Apr, May
Head Varsity Basketball - Boys/Girls	(9-12)	Dec, Jan, Feb
Head Varsity Cross Country - Boys/Girls	(9-12)	Sept, Oct, Nov
Head Varsity Field Hockey - Boys/Girls	(9-12)	Sept, Oct, Nov
Head Varsity Golf - Boys	(9-12)	Mar, Apr, May
Head Varsity Golf - Girls	(9-12)	Sept, Oct, Nov
Head Varsity Lacrosse - Boys/Girls	(9-12)	Mar, Apr, May
Head Varsity Soccer - Boys/Girls	(9-12)	Dec, Jan, Feb
Head Varsity Softball	(9-12)	Mar, Apr, May
Head Varsity Swimming - Boys/Girls	(9-12)	Mar, Apr, May
Head Varsity Tennis - Boys	(9-12)	Mar, Apr, May
Head Varsity Tennis - Girls	(9-12)	Sept, Oct, Nov
Head Varsity Track	(9-12)	Mar, Apr, May
Head Varsity Volleyball - Boys	(9-12)	Mar, Apr, May
Head Varsity Volleyball - Girls	(9-12)	Sept, Oct, Nov
Head Varsity Water Polo - Boys	(9-12)	Mar, Apr, May
Head Varsity Water Polo - Girls	(9-12)	Dec, Jan, Feb
Head Varsity Wrestling Boys/Girls	(9-12)	Dec, Jan, Feb

DUTY GROUP G - 12%

Band Director, Marching	(6-12)	Aug - Jan
Coach Head Varsity Football	(9-12)	Sept, Oct, Nov

DUTY GROUP H - 15%

ASB Advisor	(9-12)	Aug - June
Athletic Director Comprehensive	(9-12)	Aug - June

DUTY GROUP I - 20%

Extended Season Remuneration - CIF Sports

When due to a successful year the season of a CIF sport is extended beyond that listed on the CIF calendar and beyond what would normally occur in a less successful season, the assigned coaches of that sport shall receive "Extended Season Remuneration." This would apply in the case of team sports and when fifty percent (50%) or more of the total events are represented in the case of individual sports. In the event fifty percent (50%) of a team is not represented, the assigned coach will receive one-half (1/2) of the daily coaching rate for each day the season is extended. Extended season remuneration shall be computed in the same proportion as the extra days are to the days included in the regular season. The daily coaching rate is calculated as follows: stipend divided by the number of days in the CIF season. The extended season remuneration is calculated as follows: daily coaching rate multiplied by the number of days in the extended season.

Extended Season Remuneration - Academic Team

When due to a successful year the season of an Academic Team is extended beyond what would normally occur in a less successful season, the assigned coaches of that Academic Team shall receive "Extended Season Remuneration." This would apply when fifty percent (50%) or more of the team is represented as in the case of individual sports. In the event fifty percent (50%) of an Academic Team is not represented, the assigned coach will receive one-half (1/2) of the daily coaching rate for each day the season is extended. Extended season remuneration shall be computed in the same proportion as the extra days are to the days included in the regular season. The daily coaching rate is calculated as follows: stipend divided by the number of days in the extended academic team season. The extended season remuneration is calculated as follows: daily coaching rate multiplied by the number of days in the extended season.

VISTA UNIFIED SCHOOL DISTRICT
CERTIFICATED TRANSFER REQUEST
FORM APPENDIX A-5

Name: (Print)

Employee ID#

Home Phone:

Cell Phone:

Current Site:

Current Position:

Transfer requests from certificated employees should be made in accordance with Article 21. A permanent unit member with most recent overall evaluation rating of "Meets or Exceeds District Requirements" may file a transfer request with the Human Relations Department.

Please Note: You must currently hold the appropriate credential in order to be considered for an interview.

Note: Please complete one form per location. I wish to interview for the following:

Department: _____

Elementary School: _____

Middle School: _____

High School: _____

Middle/ High School: Indicate Specific Subject Area for Transfer:

1. _____

2. _____

I Currently Hold the Following Credential (s). (Please check all that apply):

☐ Multiple Subject

☐ Single Subject- Subject Area (s): _____

☐ Supplemental Authorization (s): _____

☐ Special Education- Mild/ Moderate

☐ Special Education- Moderate/ Severe

☐ Special Education- Other: _____

☐ School Counselor

☐ Other: _____

The completed Transfer Request Form should be forwarded to the Certificated Human Relations Department. This request shall be valid until the next September 1st. Applicants must apply each year.

Signature: _____

Date: _____

APPENDIX A-6



MOBILE DEVICE POLICY/GUIDELINES

EMPLOYEES

POLICY: An electronic Mobile Device ("Mobile Device") may be issued to Employees within the Vista Unified School District ("District") purchased through site/department funds for instructional and administrative use by employees ("Employees").

PURPOSE: This policy is established to provide increased efficiency, increased productivity, and cost-effectiveness for Employees in their job duties.

GUIDELINES FOR USE:

Acceptable Use

Employees are expected to use the Mobile Devices to access information, increase efficiency, and productivity. In accordance with Board Policy and Administrative Regulation 4040, Mobile Devices are not intended to be used to access or store personal information, even when used on employees personal time.

Email Access

In order to receive District and site communications on the Mobile Device, Employees should link the Mobile Devices to their District email accounts (xxxxx@vistausd.org). The information for setting up the District email accounts on Mobile Devices is located on the District's web site at www.vistausd.org/informationtechnology. The District will allow limited personal use. The establishment of a working District email address is the responsibility of the Employee working through his/her own Information Technology staff. Personal email accounts may be used on District Mobile Devices for convenience; but the primary use is for business.

Mobile Device Support or Assistance

The District cannot provide Information Technology support or assistance for the Mobile Devices; therefore, all Employees who wish to purchase a Mobile Device through the District will, using site/department funds, purchase a District-approved support contract for Mobile Device service and repair. The support contract may not cover the loss or misplacement of a Mobile Device.

Damage or Loss to Equipment

All Employees are to exercise due care when using Mobile Devices. Employees will be responsible for ensuring, to the extent practical, reasonable, and possible, that no loss, theft, or damage occurs to the Mobile Devices in their care, custody, or control. In the event of negligence (failure to use reasonable care), the Employee will be responsible for reimbursing the District for the Mobile Device at its current replacement value, or for replacing the Mobile Device with a current or comparable model.



Data Security and Privacy

Employees must password-protect their Mobile Devices to prevent access by unauthorized persons. While the District respects the individual privacy of its Employees, their personal privacy rights do not extend to any content, information, or materials residing on, accessed on, downloaded to, stored in, or traveling through the Mobile Devices.

The District reserves the right, without notice, to limit any Employee's use, and to inspect, copy, remove, or otherwise alter any data, file, application, or system resource which may undermine the authorized use of the Mobile Device.

Ownership of Mobile Devices and Data

The Mobile Devices are and shall at all times remain the property of the District. The Mobile Devices are being issued to the Employee to assist in their duties/responsibilities. All data, messages, content, files, District's key applications, software, and folders sent, received, composed, downloaded, and/or stored on the Mobile Device are and shall remain the sole property of the District, irrespective as to the manner by which any such data, message, content, file, application or folder was placed on the Mobile Device or by whom. The District disclaims any responsibility for loss of data, whether personal or business related or from system malfunction or any other cause. Furthermore, the District disclaims any responsibility for loss or damage as a result of negligence. Employees may not allow any outside entity to connect to or permit remote access to their computing resources.

Termination of Use

The District reserves the right to terminate an Employee's use of the Mobile Device at any time with or without cause. If an Employee's use of the Mobile Device is terminated, the Mobile Device will be returned to the District. Employees should be aware that even when information or messages have been erased or deleted, it may be possible to retrieve data from a backup system. Therefore, Employees should not rely on the erasure or deletion of information to assure it has remained private.

Unacceptable Use

The following activities are, in general, prohibited. Under no circumstances is an Employee authorized to engage in any activity that is illegal under local, state, federal, international law, or against District Board Policies while utilizing the Mobile Device. The list below is illustrative and is not intended as an exhaustive list of all prohibited activities:

1. Violations of the rights of any person or company protected by copyright, trade secret, patent, or other intellectual property, or similar laws or regulations, including, but not limited to, the installation or distribution of "pirated" or other software products that are not appropriately licensed for use by the District or purchased by the Employee.
2. Unauthorized copying of copyrighted materials including, but not limited to: digitization and distribution of photographs from magazines, books or other copyrighted sources;



copyrighted music; and the installation of any copyrighted software for which the District does not have an active license.

3. Exporting software, technical information, encryption software or technology, in violation of international or regional export control laws.
4. Deliberately introducing malicious programs into a network, workstation or server with knowledge of the malicious nature of the programs (e.g., viruses, worms, Trojan horses, e-mail bombs, etc.).
5. Allowing use of the Mobile Device by others; this includes family and other household members when work is being done at home.
6. Using Mobile Device to actively engage in procuring or transmitting material in violation of any sexual harassment or hostile workplace laws or District Board Policies.
7. Making fraudulent offers of products, items, or services originating from Mobile Device.
8. Port scanning or security scanning.
9. Executing of any form of network monitoring which will intercept data not intended for the Employee.
10. Circumventing user authentication or security of any host, network or account.
11. Interfering with or denying service to any user other than the Employee's host (e.g., denial of service attack).
12. Using any program, script, command, or application, or sending messages of any kind, with the intent to interfere with, or disable, a user's terminal session, via any local means or the Internet.
13. Using the Mobile Device to gain unauthorized access to any computer system.
14. Using the Mobile Device for illegal, inappropriate, or obscene purposes, or in support of such activities.

Personal Use

The Mobile Devices are to be used by Employees in conducting District business and are not intended for personal use; however, limited personal use of Mobile Device is permitted within this policy. Any such use must be incidental and should not directly or indirectly interfere with the regular operation of the Mobile Device or burden the District with noticeable costs. Mobile Devices are not to be used for personal gain.

Return of Equipment

Any Mobile Device and accessories issued to an Employee must be returned to the District at the time the Employee ceases to be an Employee, or upon request. An Employee shall be expected to reimburse the District for the replacement value of any Mobile Device or accessory that is not returned upon request.

_____ () _____



Computer Law and Computer Crime

The Computer Fraud and Abuse Act and the Electronic Communications Privacy Act have been enacted to control abuses of computers and electronic communication/data transmission. In California, Section 502 of the Penal Code prohibits tampering, interference, damage, and unauthorized access to lawfully-created computer data and computer systems. Penal Code Section 502 includes criminal penalties for introducing contaminants into computer systems and networks, allows the court to seize hardware and software used in the commission of a computer crime, and allows the courts to consider prohibiting persons convicted of computer crimes from having access to computers.

Use of Software Applications

Many of the Mobile Devices allow software to be downloaded as applications. The District will identify key applications to be used for business/classroom purposes to improve efficiency and productivity in daily functions. A unique user ID email address will be utilized for Employees to download the District approved key applications. Employees will be required to use site/department funds to pay for the licensing of these key applications. The key applications will remain property of the District.

The use of an Employee's personal unique ID may be allowed on District owned Mobile Devices with the understanding that the District is not responsible for any damage. All applications purchased by the Employee using their personal unique ID shall remain with the Employee and will not be reimbursed by the District. Applications used must not violate conditions outlined in the Unacceptable Use section.

The undersigned, hereby accepts the Mobile Device identified below and agrees to comply with and abide by the Guidelines for Use as stated in this document. This document may later be amended and undersigned will receive notice of the amended document, at which time undersigned may sign the amended document or terminate the use of the District Mobile Device.

User (Name): _____

District Approval: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Type of Mobile Device Issued: _____

Date of Issue: _____

Make _____; Model _____; Serial # _____

Accessories Included: _____

_____ () _____

Appendix A-7

Memorandum of Understanding
By and Between the Vista Unified School District (VUSD) and
the Vista Teachers Association (VTA)
June 11, 2020

The Vista Unified School District ("District") and Vista Teachers Association ("Association") enter into this Memorandum of Understanding ("MOU") regarding Article 24.2 of the current VUSD & VTA Contract.

The parties agree to suspend Article 24.2 of the current VUSD & VTA Contract until June 30, 2023, unless the parties agree to reinstate the procedures in Article 24.2 at an earlier date.

The intent of this MOU is to suspend Article 24.2 as VUSD will contract with the San Diego County Office of Education (SDCOE) for up to three (3) years starting on July 1, 2020 to provide Induction services for new teachers. SDCOE will provide Teacher Induction support to District Preliminary and Level 1 credential holders. The purpose of the proposed partnership is to provide a Commission-approved program that will allow Preliminary and Level 1 credential holders to meet the renewal requirements listed on the California Preliminary and Level 1 Credential. The [Services Agreement](#) between San Diego County Superintendent of Schools and Vista Unified School District is attached to this MOU and incorporated herein by this reference.

All other provisions of Article 24 and the rest of the contract shall remain in effect.

This MOU shall expire in full without precedent on June 30, 2023.



Tod Critchlow, VTA President



Rachel D'Ambrosio, Assistant Superintendent Human Relations

Appendix A-8

MEMORANDUM OF UNDERSTANDING
BETWEEN
VISTA UNIFIED SCHOOL DISTRICT
AND
VISTA TEACHERS ASSOCIATION
REGARDING PROFESSIONAL DEVELOPMENT DAYS

May 25, 2021

The Vista Unified School District ("District") and Vista Teachers Association ("Association") enter into this Memorandum of Understanding (MOU) regarding a certificated professional development day for the 2021/2022, 2022/2023, and 2023/2024 school years.

1. There will be one additional professional development day for the 2021/2022, 2022/2023, and 2023/2024 school years directed by the District. Therefore for these school years, the TK-12 work year calendar shall be one hundred eighty-seven (187) days for teachers new to the District and one hundred eighty-six (186) days for teachers with at least one year's service to the District. This professional development day will be added to the beginning of the school year.
2. Following the 2023/2024 school year, the TK-12 work year calendar will revert back to the VUSD/VTAs Collective Bargaining Agreement, absent mutual agreement by the parties.

This Memorandum of Understanding shall expire in full without precedent on June 30, 2024, absent mutual agreement by the parties to extend or modify these terms.



Keri Avila,
Vista Teachers' Association President



Rachel D'Ambrosio
Assistant Superintendent, Human Relations

Appendix A-9

FIFTH GRADE CAMP [District sponsored Fifth Grade Camp eliminated by Board beginning at the 2002-03 school year]

All District fifth grade teachers will be polled by September to determine preference as to what week they would want to attend camp.

Teachers are to be notified no later later than November 15 as to what session their class will attend.

It is the teacher's and principal's shared responsibility to find a suitable replacement exchange teacher if the regular teacher chooses not to attend his/her weekly session.

For overnight time spent at camp, teachers will be compensated at the rate of \$75 per night effective July 1, 1997. Teachers who stay overnight may be required to supervise students in emergency situations.

A teacher will not be required to serve more than the contract workday (7 ½ hours) while at camp. Any work done beyond the contract workday will be voluntary.

Teachers attending fifth grade camp shall be provided the following options:

- a. Stay overnight during his/her students four day stay at camp.
- b. Drive to and from camp each day. The District will provide reimbursement for mileage.
- c. A combination of options "a" and "b" above.