

AGREEMENT
between
Ventura Unified School District
and the
Ventura Unified Education Association

SY 2021-22 through SY 2023-24



Ventura Unified School District
255 W Stanley Avenue Suite 100
Ventura, CA 93001

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ARTICLE 1
RECOGNITION

The Board of Education of the Ventura Unified School District recognizes the Ventura Unified Education Association/CTA/NEA as the exclusive bargaining agent as defined in Government Code Sections 3540, et seq, Title 1, Division 4, Chapter 10.7, for the employees in the VUEA. VUEA's bargaining unit is comprised of the following positions:

1. Classroom teachers (EIC/TK-12)
2. Librarians/Media Specialists
3. Counselors
4. Speech and Language Pathologists
5. School Nurses
6. Specialized Academic Instruction (SAI) Teachers (Special Education)
7. Teachers on Special Assignment
8. Home Hospital Teachers not paid on an hourly basis
9. Adult Education Teachers not paid on an hourly basis
10. Retired Annuitant Program Participants

The following positions are excluded from VUEA's bargaining unit. This list is not limited to the following positions:

1. Superintendent
2. Assistant Superintendents
3. Certificated Management
4. Principals
5. Assistant Principals
6. Program Specialists
7. All Hourly Adult Education Staff
8. Substitutes Working Without Contract
9. Certificated Hourly Employees
10. Part Time Certificated Administrators combined with a position listed in the group listed above as bargaining unit members
11. Psychologists

ARTICLE 2
NONDISCRIMINATION CLAUSE

The District agrees not to discriminate against any bargaining unit member on the basis of a person's actual or perceived race, religion, color, national origin, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, veteran status, gender, gender identity, gender expression, sex or sexual orientation.

ARTICLE 3
MANAGEMENT RIGHTS/ASSOCIATION RIGHTS

A. Management Rights:

1. Except as agreed in this contract, 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.
2. The exercise of the foregoing powers, rights, authority, duties and responsibility by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.

B. Association Rights:

1. VUEA shall have the right to represent their members in their employment relations with the District not inconsistent with the EERA (Educational Employment Relations Act), this agreement or state law.
2. The VUEA has the right to make use of school buildings for VUEA business under the Civic Center policies provided it makes advance arrangements through the Business Services Office.
3. The District agrees to the right of VUEA access to a bargaining unit member at their work site during the bargaining unit member's lunch or break time, or before or after the instructional school day. Any VUEA staff member visiting a school site shall, prior to contacting a bargaining unit member, stop by the school office to sign in.
4. The VUEA may make use of designated bulletin boards, mail boxes, and the District mail service subject to state law.
5. VUSD shall provide to VUEA 10 (ten) days' advance notice of any new employee orientation (Gov. Code §3556)
6. VUSD shall provide to VUEA the name, job title, department, work location, work, home, personal cellular telephone number, personal email address, and home address of any new employee within 30 days of hire or by the first pay period of the month following hire (Gov. Code §3558);
7. VUSD shall provide to VUEA the information in #6 every 120 days for all bargaining unit members (Gov. Code §3558).
8. Upon request, VUEA will be provided with 15 minutes to meet with their members on the first general staff meeting of the preservice days.
9. Within the first 3 weeks of each term, upon request, the District shall provide VUEA with class size information by site, grade level, period, teacher and room number.

ARTICLE 4
CONTINUANCE OF WORK

- A. VUEA and VUSD recognize the duty and obligation of all parties to this agreement to comply with this collective bargaining agreement and to make every effort toward inducing all parties to the agreement to do so.

- B. A bargaining unit member who fails to perform their assigned duties and responsibilities or interferes with the assigned duties and responsibilities of other employees shall be in violation of this Agreement and shall be subject to lawful actions by the Board of Education.

ARTICLE 5
EMPLOYEE RIGHTS

The District and the Association recognize the right of bargaining unit members to form, join and participate in lawful activities of employee organizations and the equal alternative right of employees to refuse to form, join or participate in employee organization activities.

ARTICLE 6
PROFESSIONAL DUES OR REPRESENTATION FEES AND PAYROLL DEDUCTIONS

- A. Any bargaining unit member who has applied for membership in the Ventura Unified Education Association, CTA/NEA, may sign and deliver to the Association a form authorizing deduction of the unified membership dues, initiation fees and general assessments of the Association. Pursuant to such authorization, the District shall deduct one-tenth of such dues from the regular salary check of the bargaining unit member each month for ten (10) months. Deductions for bargaining unit members who sign such authorization shall commence beginning the September pay warrant of the school year and shall be appropriately prorated to complete payment by the end of the school year. Pursuant to Ed Code 45060(e)(f)
- B. With respect to all sums deducted by the District pursuant to paragraph 1 above for membership dues, the District agrees to promptly remit such monies to the Association accompanied by an alphabetical list of bargaining unit members for whom such deduction has been made, categorizing them as to membership and indicating any changes in personnel from the list previously furnished.
- C. The Association agrees to furnish to the District any information needed to fulfill the provisions of this Article.

ARTICLE 7
SAFETY CONDITIONS

A. The Superintendent or designee shall ensure that each school site develops standards of conduct and discipline consistent with district policies and administrative regulations. A written description of the rights and duties of all administrators and bargaining unit members with respect to student discipline that relates to the safety of bargaining unit members shall be presented to each bargaining unit member in writing within the first month of the school year.

The District will develop an emergency communication system by October 1 of each school year.

Each site will develop and update a Comprehensive School Safety Plan each school year. These plans will be available to VUEA, staff, and members of the public.

B. Rules for school wide student discipline shall be developed and approved pursuant to Board Policy at each school site. In developing these rules, each school shall develop rules of student conduct to meet each school's individual needs. Each site shall solicit the participation, views and advice of representatives of the following groups; parents and guardians, bargaining unit members, school and district administrators, and classified staff. These rules of student conduct shall be revised as necessary and shall undergo the site-level review and modification/adoption process pursuant to Board Policy at least every four years.

C. When in the judgment of a bargaining unit member a student requires the attention of the principal, assistant principal, dean, counselor, psychologist, physician, or other specialist because the student's presence in the classroom is a threat to the safety of the bargaining unit member, bargaining unit member shall so inform their principal or delegated specialist. The principal or delegated specialist shall make a reasonable attempt to arrange as soon as possible for a conference between the bargaining unit member and the appropriate parties to discuss the problem and decide on the appropriate steps for its resolution. A written report on the disposition of the case shall be provided to the bargaining unit member as soon as possible.

The District shall abide by Education Code 49079. Teachers will be notified of pupils whose actions are grounds for suspensions or expulsions. The District shall provide the information to the teachers based upon any records that the District maintains in its ordinary course of business, or receives from a law enforcement agency, regarding a pupil described in the section. Procedures specifying how teachers will be notified of dangerous pupils shall be included in each school's safety plan.

D. The District shall not take any action against a bargaining unit member who uses reasonable force in the performance of duties unless and until such bargaining unit member is found guilty of having committed a misdemeanor and/or felony as the result of having used force. (See Ed Code 49001)

E. The Board shall maintain within the course of this Agreement a liability policy with a qualified insurer. See Appendix B.

F. The District shall comply with all applicable health and safety laws. This section is grievable, and appealable to the Board or to whatever forum is provided in the law. This section, Section F, is not subject to Article 15, Section G, Binding Arbitration.

G. A District Emergency Preparedness Committee shall be formed to develop the appropriate role and responsibility of the staff during an emergency. The committee shall consist of equal numbers of classified staff, teachers, and administrators.

H. In the event a Bargaining Unit Member experiences an individual threat to their health or safety on campus, site administrator will assess the threat and take appropriate action. This may include temporary release from duties, not to exceed one (1) school day.

I. The District shall make reasonable efforts to maintain safe working conditions. A unit member has the right and the responsibility to report to their immediate supervisors any unsafe working conditions. Upon notification, the District shall correct or eliminate unsafe or hazardous conditions; upon request, the District shall notify the employee of action taken.

J. Upon request, the district shall provide to VUEA a written report of site safety concerns that lists site concerns as addressed by Article 7.

K. Concerns relative to heating, lighting, plumbing, and ventilation submitted to the site supervisor/principal will be authenticated and, if necessary, forwarded to the Maintenance Department. Upon VUEA request the principal shall notify the complainant within five working days of action taken.

L. The Board of Education shall establish a District-wide policy whereby all site visitors are to check in through the site office and be issued a visitor's pass prior to visiting a site during the staff day. Upon leaving, the visitor will check out through the site office and return the visitor's pass.

M. The District agrees to allow for a reimbursement of personal equipment damaged or stolen as a result of a break-in or vandalism to a maximum individual amount of \$250.00 per item. This amount will be reimbursed only if the equipment has been previously registered with and approved by the principal. To receive reimbursement for stolen equipment, the bargaining unit member must submit a police report certifying the break-in or vandalism.

N. The District shall reimburse bargaining unit members from loss of or damage to personal property while acting to quell a disturbance or as a result of being a victim of an assault/battery. Reimbursement shall be limited to \$500.00. Reimbursement of more than \$500.00 is at the discretion of the district.

ARTICLE 8

BARGAINING UNIT MEMBER DUTIES, ADJUNCT DUTIES, WORK YEAR, HOURS, AND CONDITIONS

- A. Bargaining unit members shall be on campus and responsible for instructional and other assigned duties for a minimum of seven hours and 15 minutes. Each day shall include a duty-free lunch period equal to the pupils' lunch period but not less than 30 minutes. No elementary teacher shall be required to be on duty for more than two (2) hours and fifteen (15) minutes without a relief break of ten (10) minutes. Beginning and ending time of a bargaining unit member's day may vary among the schools in the District. The site administrator, in conjunction with the bargaining unit members assigned to that site, shall develop a work schedule sufficient to meet the needs of the assignment. Site and individual work schedules shall be in writing. Individual bargaining unit members may arrange for modifications to accommodate unique differences in scheduling with the approval of the site supervisor.

In cases of disagreement about the work schedule meeting the needs of the assignment for bargaining unit members with non-teaching assignments, the site administrator may require an accounting of hours following a consultation with bargaining unit members affected by the accounting.

- B. Bargaining unit members, including members who work in a non-teaching assignment (e.g. Counselors, TOSA's, Teacher Librarians, School Nurses) will devote 40 hours each week to teaching and related activities. In addition to time spent in the classroom, the normal unit load includes the participation of all bargaining unit members, as needed, in the following activities for which the bargaining unit member will not receive added remuneration: district level meetings, occurring at the end of the instructional day, that will not exceed 90 minutes; lesson planning; special help to students; Open House and/or Back-to-School Nights; student supervision; and other professional meetings for which the bargaining unit member may volunteer.

- C. Assignment Duties:

Elementary School Level: Each school site shall develop a procedure that provides 45 minutes of preparation time within the duty day of 7-hours-and-15-minutes, except as provided for in Article 36.

Middle School Level: The duty day of 7-hours-and-15-minutes shall include a 45-minute preparation period equivalent to a regular instructional period. No teacher shall have more than six (6) assigned classes during the duty day. (Exceptions to this shall be maintained at the level of current practice within the school district.)

Traditional High School Level: Bargaining unit members shall not be required to have more than five (5) assigned classes. The duty day of 7-hours-and-15-minutes shall include a preparation period equivalent to a regular instructional period. Non-traditional schools include alternative and magnet schools.

Foothill Technology High School: The duty day of 7-hours-and-15-minutes shall include a preparation period equivalent to a regular instructional period. No teacher shall have more than six (6) assigned classes.

Pacific High School: The duty day of 7-hours-and-15-minutes for bargaining unit members shall include a 45 minute prep period. No teacher shall have more than 6 assigned classes.

Early Intervention Preschool Teachers: The duty day for an Early Intervention Preschool Teacher shall be 7-hours-and-15-minutes and shall include an average of 200 minutes of instruction per day. Sixty minutes of additional professional assistance shall be spent on tasks such as: inclusion support, parent support, co-teaching with an am/pm teacher, serving on the assessment team, etc. The

principal and/or administrative designee shall meet and confer each year with Early Intervention Preschool Teachers to determine assignments. The teacher's strengths, talents and interest shall be considered when the additional assignments are being determined.

Speech and Language Pathologists: The duty day for a Speech and Language Pathologist (SLP) shall be 7-hours-and-15-minutes. SLP's working multiple sites shall be allotted appropriate travel time as part of the work day.

School Nurses: School nurses are licensed health care professionals who serve the school sites/districts. The duty day for a school nurse shall be 7-hours-and-15-minutes. At least every five years or sooner, the nurses' responsibilities shall be evaluated. Nurses working multiple sites shall be allotted appropriate travel time as part of the work day. Individual bargaining unit members may arrange for modifications to accommodate unique differences in scheduling with the site supervisor's mutual agreement.

Teacher-Librarians and Counselors: The duty day for Teacher-Librarians and Counselors shall be 7-hours-and-15-minutes. Individual bargaining unit members may arrange for modifications to accommodate unique differences in scheduling with the site supervisor's mutual agreement. Teacher-Librarians and Counselors should only be used as a substitute as a last resort and/or in cases of emergencies; then they should only be used until a qualified substitute arrives or an administrator can relieve them.

Teachers on Special Assignment: The duty day of teachers on special assignment shall consist of an agreed upon 7-hour-and-15-minute schedule. Individual bargaining unit members may arrange for modifications to accommodate unique differences in scheduling with the supervisor's mutual agreement.

- D. On days when unit members are required to return for an Open House and/or Back-to-School Night Bargaining Unit Members shall be permitted to leave school at the end of the pupil instructional day or the day after Back to School Night.
- E. School Site Meetings: There shall be no more than twenty-seven (27) hours of required school site meetings during the school year. A school site level meeting is defined as any meeting required by a school site administrator (i.e. Principal or Assistant Principal). These include (but are not limited to) faculty meetings, grade-level meetings and department meetings. Not counted as part of the twenty-seven (27) hours of required school site level meetings during the school year are: Back- to-School Nights; Open House; parent conferences; IEP, SST and inclusion meetings; meetings involving individual student and/or staff personnel problems; buy-back days; and teacher initiated meetings. The site principal and a VUEA site representative may keep a log of the school site meetings.
- F. VUEA Site Representative(s) shall be allotted 10 minutes of time at each faculty meeting. These minutes will not be counted as part of the 27-hour limit.

Bargaining unit members may voluntarily agree to meetings that exceed the two-hour limit for school site meetings and or the 90-minute limit for District meetings.

- G. On days when bargaining unit members are scheduled to work but pupils are not scheduled to be present, or when pupils are dismissed early for an emergency, banked time, or a minimum day, the 7-hours-and-15-minute work day shall prevail for bargaining unit members.

Teachers will not be required to staff student orientation on a non-instruction duty day.

Teachers shall not be required to substitute during preparation time. A full-time teacher who volunteers to substitute during preparation time shall be paid 20% of their daily rate at Buena or Ventura High Schools and 16.66% of their daily rate at a middle school site or FTHS.

- H. Students in grades 1 through 8 shall be released from school on minimum-day schedules for parent/teacher conferencing.

Elementary schools will have parent/teacher conferences in the fall and spring of each year. Elementary schools will hold their fall parent/teacher conferences on a five-day format, and their spring parent/teacher conferences on a four-day format. Elementary schools will hold their parent/teacher conferences on a Wednesday, Thursday, Friday, Monday, Tuesday format or a similar format with a weekend splitting the 4 or 5 conference days.

Middle schools will hold their parent/teacher conferences on a Monday through Friday format during the first quarter/trimester.

Middle schools will have a minimum day at the end of each quarter/trimester. Elementary and middle schools will have a minimum day on the last day of instruction.

High schools will have the last three days of each semester as minimum days in order to have finals.

- I. The number of scheduled work days for bargaining unit members shall be as follows:

All full-time bargaining unit members' work year shall consist of 185 days. One hundred and eighty of these days shall consist of instructional days.

If the state education code increases or decreases the number of days required, the parties to this Agreement shall negotiate the effect of the change.

Exceptions are:

Agriculture Teacher: 185 days+ 10 days

Teacher-Librarians: 185 days+ 10 days

Senior High Counselors: 185 days+ 10 days

Middle School Counselors: 185 days + 5 days

Teacher on Special Assignment: 185 days - on an annual basis, and based on program needs, additional work days for each Teacher on Special Assignment (TOSA) may be added at the District's discretion. The District will notify a TOSA of the number of additional work days for their assignment for the subsequent school year prior to the end of each current school year.

VUEA President (TOSA) 185 days + 5 days

- J. Instructional minutes per day shall not exceed the average as follows:

GRADE	AVERAGE MINUTES
TK/K	200
TK/K Extended Day	260
TK/K- Full Day	285
1-3	285
4-5	305
6-8	305
9-12	365

If during any fiscal year the State notifies the District that there will be no additional funding in the following fiscal year for increased instructional time within the workday, then the instructional time within the workday shall remain at the then current level, or higher, if required by the State.

- K. Transitional Kindergarten/Kindergarten teachers, in addition to their regular teaching assignment, shall provide professional assistance for 60 minutes of each workday. The principal shall meet and confer each year with transitional kindergarten/kindergarten teachers to determine assignments. The 60-minute assignments may include helping the transitional kindergarten/kindergarten teacher partner, teaching extended or full-day transitional kindergarten/kindergarten, and/or other professional activities. The teacher's strengths, talents and interest shall be considered when the additional assignments are being determined.

Teachers working in a full-day or extended-day transitional kindergarten/kindergarten are not required to work an additional 60 minutes of each workday. Transitional Kindergarten/Kindergarten teachers working a portion of the sixty-minute assignment in an extended day transitional kindergarten/kindergarten are required to assist for the remainder of the sixty minutes in another capacity listed above.

Full Day Transitional Kindergarten/Kindergarten: The decision to increase the number of instructional minutes to Full Day Transitional Kindergarten/Kindergarten status shall require:

1. A 2/3 majority approval by school site transitional kindergarten and kindergarten teachers.
 - a. Votes shall be taken annually by March 1st.
 - b. Voting shall be conducted by secret ballot
 - c. All aspects of these elections shall be conducted and overseen by VUEA.

- L. Adjunct Duties:

A bargaining unit member may volunteer for site-specific existing duties. If duties remain uncovered, each bargaining unit member may be assigned no more than two adjunct duties. Adjunct duties shall be assigned in an equitable manner. Each assigned adjunct duty shall not require more than six (6) hours of the bargaining unit members time. School site meetings and graduation are not considered adjunct duties. Assign teachers who serve as VUEA Site Representative or Executive Board Members one less adjunct duty.

- M. Individualized Education Program (IEP) and Student Success Team (SST) Meetings

All reasonable attempts shall be made to conduct IEP and SST meetings during the scheduled work day; release time will be granted as needed. Bargaining unit members, including Special Education and Speech-Language Pathologists, shall not be required to stay beyond 4:30PM for IEP and SST meetings.

- N. Use of Technology

When technology is required to perform tasks such as recording grades, assessments, and attendance, the district shall make every effort to provide bargaining unit members the appropriate tools in order for these types of tasks to be accomplished.

ARTICLE 9
CLASS SIZE

- A. Maintaining manageable class sizes within the District is an essential component of providing the District's students with a quality education. The purpose of this article is to establish a means for determining the number of bargaining unit members assigned to school sites and the size of classes taught:

Whenever administratively practicable, while prioritizing student needs, and in consideration of certain factors, including but not limited to: LCFF, federal, state and local revenue sources; staffing allocation, master schedule considerations, credentialing; facilities, notwithstanding unforeseen circumstances.

Grade level	Average
TK-K	24
1-3	24
4-5	30
6-8	34
9-12	35

- 12). Class size averages are calculated by school for each grade span grouping (ie. TK-3, 4-5, 6-8, 9-12).
- B. Actual class size averages will vary in accordance with the staffing procedures used within a given school due to program needs, etc.

Fifteen days from the beginning of each semester, if class size is above the table below on the last day of the calendar months of September thru June, the bargaining unit member will receive a stipend of:

Level	Above	Amount/Period*
TK-K	25	\$35 per student over the NTE per month
1-3	26	\$35 per student over the NTE per month
4-5	33	\$35 per student over the NTE per month
6-8	38	\$20/ per student over the NTE per month
9-12	40	\$20/per student over the NTE per month

*Except for those departments listed in C(1) of this article

Minimum targeted single period class size is 20 students, except for Special Education, Special Day Class (SDC), Resource Specialist (RSP), and English Language Development (ELD).

The intent of this flexibility is to allow schools to house children in their neighborhood schools, limit split grade or low enrollment classes, and reduce the negative impact of class size limitations on the students and staffs of small schools.

In addition, the above listed class size averages are subject to modification for purposes such as, but not limited to avoidance of split-grade or low enrollment classes, large group or experimental instruction, team teaching limitations because of distribution of pupils by attendance areas, changes in enrollment, or other valid reasons.

The district shall make a good faith effort to balance/adjust classes within a school.

Special Education students placed in the regular classroom environment shall be counted in the above class size in grades (TK-5) if the student is in the regular classroom for at least fifty percent (50%) of the instructional day and in grades 6-12 if the student is in the regular classroom for the full teaching period.

To assist the principal in assessing the need for determination of class size at a given site, in addition to consultation with staff, the following factors will be considered: student schedule needs, space availability, time of year, acquisition of additional or temporary facilities (relocatable classrooms), number of stations, class loads and special needs students. If a member of the unit feels that an unreasonable number of students have been assigned to their class, a report may be filed with the principal with a copy to the Assistant Superintendent of Human Resources. The class size will be reduced or the site administration shall then meet with that teacher and explain the rationale for why the class sizes are not balanced.

C. Maximum student contacts per day

For bargaining unit members who teach 6 periods per day (i.e. Middle Schools and FTHS), shall have a maximum student contact of 210 students, other than those noted in C1,

For high school bargaining unit members who teach 5 periods per day (i.e. BHS and VHS)), shall have a maximum student contact of 190 students, other than those noted in C1,

1. In grades 6-12 the following departments are excluded from the maximum student contacts provision above: Physical Education, Athletics, Music, Visual/Performing Arts and Student Leadership.

D. The District will allocate the equivalent of three (3) substitute days at the current cost to each 4th and 5th grade teacher.

1. The intent of this allocation is to provide support for the classroom teachers as they meet the needs of a large, diverse group. Substitutes can be used to provide additional time to prepare parent conferencing, report cards, and/or completing assignments.
2. The teachers shall determine what works for them at their site. They may pool the equivalent of their substitute days and utilize them as they see fit.
3. Teacher may appropriate funds to pay for substitutes, someone to cover supervision duties, hire someone to teach physical education, art, music, etc. or purchase supplies/materials. Each site must determine the feasibility of support options (i.e. school size, staffing, etc. may limit the options). The District Steering Committee is available to help determine appropriate use of these funds, or resolve disputes.

E. There shall be properly credentialed counselors serving as counselors on the high school and middle school levels. Priority is given to providing full-time assignments. The number of counselors shall be determined by applying the following ratios:

1. On the high school level the ratio shall be one counselor for every 370 to 420 students.
2. On the middle school level the ratio shall be one counselor for every 520 to 550 students.
 - a. TK-8 schools shall be considered elementary school level for the purpose of counselors.

F. Combination Classes (TK-5)

Any grade TK-5 teacher required to teach a combination class shall receive an annual stipend of seven hundred fifty dollars (\$750). For purposes of this section, "required to teach" means a combination class created by variances in enrollment at a school site. It does not include combination classes which are the result of program design.

ARTICLE 10
EXTENDED YEAR AND SATURDAY SCHOOL STAFFING

- A. A statement of all grade level and subject area openings for extended year teachers shall be posted no later than March 15 of each school year on the district website and at the Human Resources Office. Certificated Human Resources will also send a list of all extended year opportunities to each school site and to the VUEA Office. Postings shall be for a minimum of five (5) working days.
- B. All bargaining unit members shall be eligible to apply for extended year teaching positions.
- C. Summer School staff meetings in preparation for summer school held outside of the bargaining members regular work day will be paid at the district hourly rate.
- D. All extended year bargaining unit members must hold the appropriate credential for the teaching assignment for which they are selected.
- E. Priority will be given to candidates who have taught within the system for at least one school year.
 - 1. An exception to this would be a position requiring a highly specialized area of preparation for which only a first year teacher had made application.
- F. All extended year bargaining unit members must have been recommended for continued employment in the District.
- G. The first offer of employment will be made to bargaining unit members who have applied but not taught extended year in the previous two summers. The second offer of employment will be made to bargaining unit members who have applied but not taught extended year the summer immediately preceding.
 - 1. The above priority hiring procedure may be waived for good cause. The extended year site administrator will have the primary responsibility of informing the applicant by written statement of the reasons for not hiring.
- H. Bargaining unit members who apply for an extended year position shall be notified on or before the end of May of District intent to employ or not employ.
- I. All extended year contracts are contingent upon the class or classes filling.
- J. Saturday school attendance academy classes will be offered to TK-12 students in the District. Remuneration for Saturday attendance academy classes will be paid at the extended year rate (see Article 17, Section D).

ARTICLE 11
ASSIGNMENT AND TRANSFER

A. Teacher Assignment

School site assignment is defined as the movement of a teacher from one grade to another at the same school site or from one subject area to another prior to posting a position for an outside candidate.

1. School Site Assignment Procedure:

a. Switching Assignment at a Site (prior to switching assignments, the principal shall inform school site staff members of anticipated openings at the school site):

1. District may switch unit member assignments for credentialing, class size balancing and other educational reasons.
2. Reassigning a unit member shall not be made arbitrarily or capriciously.
3. Upon request, the unit member who is involuntarily reassigned shall be granted a meeting with the administrator who reassigned the unit member to discuss the reasons for the reassignment. The unit member may request and shall receive written reason for the assignment.
4. The unit member at the site shall have the same transfer opportunities as defined in Article 11.
5. The principal shall have the opportunity to interview a minimum of three (3) candidates for any opening. If fewer than three (3) candidates on site apply, and the site principal decides to open the position to transfer candidates within the district, they shall inform the on-site bargaining unit member of this intent.

b. Filling Vacancies at a Site:

1. Prior to posting an open position for transfer candidates from within VUSD, the principal shall inform school-site staff members via a faculty meeting and/or an email notification to all bargaining unit members of any anticipated openings at the site. If a bargaining unit member is unable to access district email due to district action then the district shall physically mail the bargaining unit member the notification to their personal email or physical address that is on file with the district. A minimum of three business days notice shall be given.
2. Once school has started, if a teacher is displaced from an assignment and that assignment subsequently re-opens, the displaced teacher will have the first right of refusal for the re-opened assignment up to October 1st.
3. Summer openings: In order to be considered for openings that occur during the summer, Bargaining Unit Members who are interested in a change of assignment on their current site must notify the site principal in writing of their request by June 30th of the current school year.
4. After considering the overall needs/interests at the school, the preference expressed by individual teachers (as well as credential authorization), the principal must specifically identify the position before posting it within the district for transfer.
5. The principal communicates all teacher assignment decisions.
6. A teacher (with or without VUEA representation) may request and receive the reason(s) for the decision.

B. Combination Class Assignment:

The District shall assign combination classes using a fair and consistent process.

1. The district shall apply the following steps:

- a. The district shall invite and use volunteers first.
 1. In the case of more than one volunteer for the same combination class assignment, the teacher with the most district seniority will have first right of refusal.
- b. If there are insufficient volunteers, the District may assign a teacher. Upon request, the District shall provide the assigned teacher with written rationale for making the assignment.
- c. Upon request, the District shall provide the assigned teacher with written rationale.
- d. The site principal should meet and confer with the combination class teacher to discuss the student selection for a combination class.

2. The district will apply the following factors in making the assignments:

- a. When program needs require combination classes, the District will rotate combination class assignments among teachers at all grade levels at elementary schools of 350 students or less. At elementary schools with more than 350 students, combination class assignments will rotate among teachers at the grade levels affected.
- b. The District will avoid assigning teachers with less than one year of teaching experience to combination classes unless program needs require it, or the training or abilities qualify the teacher to perform the assignment.
- c. The District will not assign a teacher two consecutive years of a combination class unless the program needs require it.

C. Transfer Definitions:

- a. Transfer – A transfer is defined as the relocation or change of school site of a unit member. A transfer is either Voluntary or Involuntary.
- b. A Voluntary transfer is a transfer initiated by the unit member by the filing of the Transfer Request Form.
- c. An Involuntary transfer is a transfer initiated by the District.

Procedures: A transfer may be requested by a permanent or probationary bargaining unit member, the principal of the bargaining unit member's school, or may be initiated by the Superintendent or designee. The approval of the Superintendent or designee is required for any transfer implemented.

1. General Principles

- a. The main criterion for consideration of a request for transfer is whether or not the request will result in the best educational program for the students of the school District.

- b. The best educational program results from the selection of a school faculty that is well-balanced in terms of teacher experience, general background, and competence. Careful consideration will be given to these criteria when filling vacancies.
- c. In considering a request for transfer, the convenience, wishes and seniority of the individual bargaining unit member will be considered to the extent that they do not conflict with the general principles described above.

2. Procedures for Transfer Requested by Bargaining Unit Members

- a. Bargaining unit members applying for transfer for the following school year shall file a request on the transfer request form (see Appendix E) with the Certificated Human Resources Office at any time. If a transfer is granted, notification of the new assignment will be made in writing. Teachers who are to be transferred will usually be notified by June 20th.
- b. A bargaining unit member wishing to be considered for a transfer during the summer vacation period, must provide the Certificated Human Resources office with their summer address, personal email, and phone number (see Appendix E).
- c. If bargaining unit members within the District have applied for the same position, the individual best qualified for that position shall be appointed. The transfer comparison form shall be used in order to compare district employees. (Appendix E).
This would include degree, experience, credits in subject area, credential authorization, methodology applicable to the position, and seniority. Qualifications being substantially equal, seniority in the District shall control.

1. Guided by the general principles and procedures set forth in Article 11, C-2, the Superintendent, or the superintendent's designee, shall consider the following in determining which internal candidate is best qualified for a specific position.

- (1) Degrees applicable to position;
- (2) Elementary teaching experience at appropriate grade level/subject/program: K-3, 4-5, 6-8; outside experience limited to five years or Secondary experience in grades 6-12 specific subject areas. Outside experience limited to five years.
- (3) Number of course credits in the subject area or program;
- (4) Years of service within VUSD
- (5) State certification appropriate to assignment;
- (6) Other criteria as determined by the District.

2. A numerical score of [0] through [6] inclusive will be given to the applicants in each area listed above, except for number [6], "other criteria." "Other criteria" shall be scored from [0] to [8]. A standardized form developed by the District and the Association will be used to rank each applicant (see Appendix E). If two or more candidates are equally qualified in each criteria, the same score will be given to each.

3. When these criteria [1] through [6] are substantially equal, the preference in transfer shall be given to the bargaining unit member with seniority in the District.

4. When a bargaining unit member with seniority in a given situation is not granted a transfer, the bargaining unit members shall receive, upon request, the reasons for the decision. The explanation shall include the bargaining unit members transfer comparison results.

- d. Outside candidates may be considered or interviewed if fewer than three (3) qualified probationary or permanent bargaining unit members apply. In order to be hired, an outside candidate must be substantially superior to District applicants.
- e. Not later than May 20 of each school year, the Certificated Human Resources office shall post a list of all vacancies and transfer opportunities reported by the principals on the district website and at the Human Resources Office. Certificated Human Resources will also send a list of all vacancies and transfer opportunities to each school site and to the VUEA Office. Postings shall be for a minimum of five (5) working days. No assignment shall be filled until the closing date.
- f. Additional openings that occur after this date, including openings that occur during the summer, shall be posted in the same manner.
- g. A Bargaining Unit Member who has a transfer request on file in the Certificated Human Resources office shall be notified of vacancies for which they have requested a transfer and for which they are qualified.
- h. All requests for transfer on file in the Certificated Human Resources Department shall be destroyed after October 1st. All new transfer requests for the following school year may be filed at any time. Nothing in the Article shall prevent a bargaining unit member from requesting a transfer at any time.
- i. By June 30th, the Certificated Human Resources office shall make available to the Association a list of all transfers for the next school year. A supplemental list of transfers shall be made available to the Association by the end of August.

D. Pre School Year and School Year Openings

Openings occurring within 21 calendar days of the first “student day” of the school year and the remainder of the school year, will be filled as follows and in the order listed:

- 1. By an appropriately credentialed employee on the current lay-off list that needs to be placed back into an available assignment;
- 2. By an appropriately credentialed employee hired for the upcoming school year, but displaced due to enrollment changes necessitating a reduction in staffing at one or more schools;
- 3. By an appropriately credentialed TEMPORARY employee
 - a. Temporary employees hired to fill these openings will be kept temporary for the current school year;
 - b. If the position is retained for the following school year, the position will be posted and filled in the same manner as any other opening.

E. Teacher Transfer Rights When Assigned Full-Inclusion Student

Full Inclusion is a special education option determined by an IEP team that places a severely handicapped student in an age-appropriate, regular education classroom on a full-time basis.

- 1. Before implementing the transfer policy below, the site administrator will:

- a. Seek a volunteer, at the grade level of the full inclusion student, to have the student assigned to their class.
- b. If there is not a volunteer at the full inclusion student's grade level, the site administrator will seek a volunteer from within the school site to change classes with the teacher that the student has been assigned.

2. Transfer Policy

If there is not a volunteer to change classes with the teacher who has been assigned a full inclusion student, the teacher may request a transfer to another site under the following conditions:

The district shall not deny to any unit member assigned to a full inclusion class the right to transfer to a vacant position for which the unit member has an appropriate credential using the following criteria:

- a. When notified that the unit member is being assigned a full inclusion student, the unit member may request from the Certificated Personnel Office a list of any openings that presently are available for transfer. If there is an opening, the unit member, working through the Certificated Personnel Office, will be transferred to the opening. If two teachers are requesting a full inclusion transfer for a single open position, the one with the most seniority will get the transfer.
- b. The full inclusion transfer is for only the remainder of that school year.
- c. At the end of the school year the position the unit member transfers into will open for transfer consideration by all other unit members who may wish to apply for transfer. At that point, the regular transfer process will become operative.
- d. The unit member who transfers so that they will not have a full inclusion student must then reapply for a transfer. The unit member may apply for the opening that was created in letter "C" above; however, the regular transfer process will be used to see if the unit member remains in the position.

F. Procedures for Administrative Transfers

1. Written notice of transfer shall be given to bargaining unit members as soon as practicable and, under normal circumstances, not later than June 30th of each school year.
2. A transfer will be made only after a meeting between the bargaining unit member involved and the superintendent's designee. At this time, the bargaining unit member will be notified of the reasons for the transfer. In the event that the bargaining unit member objects to the transfer, the bargaining unit member may immediately notify the Association. The Certificated Human Resource Office Administrator will then meet with the teacher and the Association Representative to discuss the matter.
3. Transfers because of changes in enrollment or other unusual situations may be made at any time.
4. Transfers shall not be used by any administrator as punitive or disciplinary action.
5. In the event Involuntary transfers due to staff reductions or enrollment changes are necessary the following protocol shall be followed:
 - a. The District shall ask for volunteers.

- b. If there are no volunteers then;
 - 1. The bargaining unit member with the least seniority in the VUSD shall be selected for transfer. District seniority is determined by the bargaining unit member's first paid day of employment in a bargaining unit position.
 - 2. If district seniority is equal, the bargaining unit member with the least school site seniority shall be selected for transfer. Site seniority is determined by the bargaining unit member's first work day at that site in a bargaining unit position.
 - 3. If school site seniority is equal, the bargaining unit member with the highest sequential draw number shall be selected for movement.
- c. If a bargaining unit member is transferred involuntarily due to staff reductions or enrollment changes, the bargaining unit member shall be offered the first opportunity to return to their former school within the first three weeks of the new school year if it is determined that there is a vacancy for which they are properly credentialed.
- d. If a bargaining unit member is transferred involuntarily due to staff reduction or enrollment changes, the bargaining unit member shall be offered the first opportunity to return to their former school if a vacancy occurs in the subsequent school year. This is provided that the bargaining unit member is properly credentialed for said vacancy. The bargaining unit member is required to notify the Certificated Human Resources Department in writing of their desire to return to their previous school by May 1st.
- e. A list of all open positions in the VUSD will be available to all bargaining unit members being transferred. Displaced bargaining unit members shall receive priority placement for vacancies over bargaining unit members voluntarily seeking transfer. Displaced bargaining unit members shall indicate an order of preference for the available openings. If more than one displaced bargaining unit members seeks the same opening the following criteria shall be used to select the bargaining unit member that shall receive priority:
 - 1. VUSD seniority as defined in 5.b.1 (above),
 - 2. Lowest sequential draw number.
- f. The District shall provide assistance in moving a unit member's material whenever a unit member is involuntarily transferred. If the involuntary transfer occurs during the school year two preparation days shall be offered to the bargaining unit member.
- 6. When any bargaining unit member is required to take courses for a new assignment as a result of an administrative transfer, the Board must or will pay the costs of such retraining or may reimburse the bargaining unit member for expenses incurred for tuition, fees, and materials.
- 7. If a school site is to be closed, bargaining unit members shall, if they choose, follow the students by grade level or subject area, with seniority prevailing.

Example 1: If there are two 1st grade teachers in the school site to be closed but only one 1st grade class is added at the new school(s), the most senior 1st grade teacher shall have the assignment.

Example 2: If there are two English teachers in the school site to be closed but only one additional English teacher is added at the new school(s), the most senior English teacher shall have the assignment.

- a. If all bargaining unit members from the closed schools are not placed by the above, then a list of elementary vacancies and middle school/senior high subject area needs (including extracurricular activities connected to the position) shall be drawn up. The bargaining unit members with the most seniority shall have first choice at any position for which the teacher is properly qualified (qualifications to be determined by Article 11, Section C(2)(c) (1 through 5), and the second best qualified the second choice, and the third best qualified the third choice, etc.
- b. All displaced bargaining unit members shall be placed before any voluntary transfers or new applicants under Article 11, Section D, as implemented.
- c. Nothing herein shall prohibit any displaced properly credentialed teacher from seeking a voluntary transfer regardless of grade or subject area according to the provisions of Article 11.

G. Temporary Assignment Exchanges

A bargaining unit member may be granted an exchange of assignments temporarily with another bargaining unit member at another school site provided:

1. The site principals and the Superintendent (or their designee) approve the proposed exchange, including the length of the exchange.
2. The participating bargaining unit members are appropriately credentialed for their new assignments.
3. The participating bargaining unit members understand that the exchange is temporary and may not exceed one year in duration.
4. The participating bargaining unit members understand that the length of the exchange may be shortened or the exchange may be cancelled at any time (with reasonable notice) by the site principals and/or the Superintendent (or their designee).

ARTICLE 12
LEAVES OF ABSENCE

Eligibility and Conditions of Leaves

Bargaining unit members are eligible for the leaves of absence specified in the Education Code and this Agreement.

All applications for anticipated leaves must be on file in the Certificated Personnel Office at least sixty (60) days prior to the effective date of the leave unless otherwise provided in the policy.

A leave of absence will normally be granted for only one school year at a time. Granting of a second year leave of absence is at the discretion of the Board of Education.

A bargaining unit member requesting a leave shall be bound by all of the terms and conditions stated at the time of authorization of the leaves by the governing board.

A. Personal Illness and Injury Leave

Bargaining unit members absent due to illness, injury, or quarantine imposed by health authorities shall have no salary deduction if such absence is covered by days accumulated for sick leave. Essential treatments, examinations for diagnostic purposes, and other absences definitely related to health may be allowed as sick leave when such treatments or examinations must be made during school time.

Sick leave is granted to all bargaining unit members for a period of ten days per year, effective with the first day of school. If a bargaining unit member becomes an employee of the district after the first day of the school year, their sick leave will be prorated based on the percentage of the school year they work. Unused sick leave is accumulated without limitation.

Bargaining unit members absent for illness shall receive full pay for each day of accumulated sick leave. When the bargaining unit member is absent for illness beyond the number of days accumulated for sick leave, bargaining unit members shall receive extended sick leave.

Extended sick leave shall be paid at 50% of the bargaining unit member's regular rate of pay. Extended benefits shall be limited to 100 work days in a fiscal year.

If a bargaining unit member has not exhausted the 100 days of extended sick leave for a continuous illness of a serious nature, the bargaining unit member may, with proper medical verification, request that the balance of the 100 days be extended into the next year. This extension does not entitle the bargaining unit member to a new bank of fully paid sick leave nor to a new 100 days until the bargaining unit member returns to work (Education Code 44978.1).

Bargaining unit member may not return to work at the termination for the extended leave until their doctor certifies that the bargaining unit member has recovered from the illness and may return to their regular and customary duties.

A signed statement by the bargaining unit member stating illness as reason for absence shall be satisfactory proof of absences of three days or less. A statement of a licensed physician may be required for proof of illness absence of more than three days. The Board of Education may extend sick time when, in its judgment, circumstances warrant such extension. Sick leave shall be granted in accordance with provisions of the Education Code, Section 44978.

B. Personal Necessity Leave Deducted From Sick Leave

Accumulated sick leave days as delineated in paragraph A may be used at the election of the bargaining unit member for reasons of Personal Necessity.

1. Death of a member of their immediate family (mother, father, grandmother or grandfather of the bargaining unit member, or of the spouse of the bargaining unit member, and the spouse, son, son-in-law, daughter, daughter-in-law, grandchildren, brother or sister of the bargaining unit member, or any relative living in the immediate household of the employee).
2. Accident involving their person or property, or the personal property of a member of their immediate family.
3. Appearance in court as a litigant; or a witness under official order.
4. In recognition of certain religious holidays of major significance, upon application to and with the approval of the Certificated Personnel Office Administrator.
5. Leave may be granted for weddings and graduations that occur within the immediate family.
6. Attendance at the funeral of someone other than the immediate family.
7. Absences *up to two (2) days per school year* of a personal necessity nature or business (**cannot** be used for outside employment).
8. Absences *beyond two (2) days* of a personal necessity nature or business (**cannot** be used for outside employment or vacation).

REQUIRING APPROVAL BY PRINCIPAL AND USE OF SUBSTITUTE EMPLOYEE MANAGEMENT SYSTEM (SEMS):

9. Other reasonable absences not listed above.

Use of sick leave for the above purposes is limited to ten (10) days in any one school year. There is no limit on sick days available for B1 and B2 (Education Code 44981). However, verification may be required after ten (10) days.

Prior notice must be given to the Certificated Personnel Office Administrator for B3, B4, B5, B6, B7, and as soon as reasonably possible for B1 and B2.

C. BEREAVEMENT LEAVE

Any regular bargaining unit member shall be granted a leave of absence not to exceed five (5) working days on full pay for each instance when such absence is occasioned by reasons of death in the immediate family of such bargaining unit member. If the travel necessitated by the death is beyond 400 miles one way, six (6) working days may be granted.

The immediate family is defined as mother, father, grandmother, grandfather, or a grandchild of the bargaining unit member or the spouse of the bargaining unit member and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the bargaining unit member, or any relative living in the immediate household of the bargaining unit member.

Reference: Education Code Section 44985

D. RESPONSE TO A SUBPOENA

1. COURT APPEARANCE

When a bargaining unit member is absent because of a mandatory court appearance except as a litigant, said bargaining unit member shall suffer no monetary loss by reason of said service. Fees (exclusive of mileage) paid by the court or party requiring an employee's appearance shall be paid by the bargaining unit member to the school district unless the fees are greater than the salary of the bargaining unit member, in which case the bargaining unit member may retain the fees and be listed as absent due to personal business (without salary). A copy of the subpoena and a certificate of the clerk of the court must be filed with the absence report.

2. Absence from service for a subpoena other than a subpoena for court appearance will be charged to sick leave or the individual will pay for a substitute for that day.

E. EXTENDED YEAR SICK LEAVE

Bargaining unit members teaching in the extended year program shall be granted one hour of sick leave for each twenty hours worked. Sick leave earned during the summer session may be accumulated from year to year. It may not be used to offset absence in any other category, i.e., Adult Education, individual instruction, regular school year.

Sick leave earned in the Ventura Unified School District during the regular school year will not be applicable to any other category.

F. HEALTH LEAVE

Any bargaining unit member who is a permanent employee of the District may, at the discretion of the Board of Education, be granted a leave of absence without pay for reasons of health; such leave to be specified for a period of not less than one semester or more than one year. Such leave may be extended in case of serious health conditions. Provision for notice of intention to return will be the same as in regulations governing leaves for educational improvement except that such notices will include a written statement from the attending physician certifying the bargaining unit member's ability to return to full-time service.

G. EXCHANGE LEAVE

Permanent bargaining unit members who have opportunities to participate in foreign service or as domestic exchange teachers, or fellows, should be given favorable consideration by the administration and the Board of Education for a leave of absence of not less than one semester or more than one year. Extension of this leave may be granted at the discretion of the Board of Education.

H. LEAVE FOR PREGNANCY DISABILITY

1. Bargaining unit members are entitled to use sick leave as set forth in [A] for disabilities caused and/or contributed to/by pregnancy, miscarriage, childbirth, and recovery therefrom in the same terms and conditions governing leaves of absence from other illness or medical disability. Such leave shall not be used for child care, child-rearing, or preparation for childbearing.

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 bargaining unit member and the bargaining unit member's physician; however, the District management may require a verification of the extent of disability through a physical examination of the employee by the employee's health care provider. If there are additional verification costs, they will be borne by the District.

2. Bargaining unit members are entitled to leave without pay or other benefits for disabilities because of pregnancy, miscarriage, childbirth, or recovery therefrom when sick leave as set forth in [A] has been exhausted. The date on which the bargaining unit member shall resume duties shall be determined by the bargaining unit member on leave and the bargaining unit member's physician; however, the District management may require a verification from the employee's health care provider. If there are additional verification costs, they will be borne by the District.
3. The bargaining unit member on leave for pregnancy disability shall be entitled to return to a position comparable to that held at the time the leave commenced.

I. Parental Leave

1. Bargaining unit members are entitled to Parental Leave for the birth of the employee's child or placement of a child with the employee for adoption or foster care (baby bonding), for up to 12 school weeks.
2. The twelve (12) week Parental Leave shall commence at the conclusion of the Leave for Pregnancy Disability for birthing bargaining unit members.
3. The twelve (12) week Parental Leave shall be a paid leave deducted from the bargaining unit member's accumulated sick leave. If a bargaining unit member exhausts their accumulated sick leave prior to the expiration of the twelve (12) week-Parental Leave, and continues to be absent from their duties on account of Parental Leave, the unit members shall receive 50% of their regular salary. The District shall be provided with at least thirty (30) days prior notice of intent to take Parental Leave, or as soon as practical.
4. A bargaining unit member shall not be provided more than one twelve (12) week period of Parental Leave per Pregnancy Disability or adoption, Parental, or foster care leave. However, if a school year terminates before the twelve (12) week period is exhausted, the employee may take the balance of the twelve (12) week period in the subsequent school year.

II. LEAVE WITHOUT PAY FOR CHILDBEARING PREPARATION AND CHILD-REARING

1. Leave without pay or other benefits will be granted to a bargaining unit member for preparation for childbearing and for child-rearing at the bargaining unit member's election.
2. The bargaining unit member shall request such leave as soon as it is practicable. A minimum of five (5) days written advance notice is required. If possible, the District would appreciate a 30-day advance notice. The notice shall include a statement as to the dates the employee wishes to begin and end the leave without pay.
3. The duration of such leave shall consist of no more than twelve (12) consecutive months. An extension of leave may be granted not to exceed an additional twelve (12) months. The District shall determine the return date based on the Bargaining Unit Member's request and the staffing needs of the District. The interest/request of the Bargaining Unit Member shall be considered/balanced by the district staffing and program needs consideration/costs and program quality needs, as the district determines the return date. This policy shall not be applied in an arbitrary, capricious, or discriminatory manner.
4. The bargaining unit member is not entitled to the use of any accrued sick leave or other paid leave while such employee is on childbearing preparation leave or leave for child-rearing.

5. There shall not be diminution of employment status for childbearing or child-rearing except that no person shall be entitled to compensation, increment, or the accrual of seniority for purposes of layoff or reduction in force, nor shall the time taken on child-rearing leave count toward credit for probationary teachers in earning tenure status.
6. In the event of a miscarriage or the death of the child subsequent to childbirth, the bargaining unit member on leave may request an immediate assignment to a unit position. If there is a vacancy for which a bargaining unit member is qualified, the District will assign that bargaining unit member to a position as soon as practicable.
7. The district agrees to comply with the applicable provisions of the Family and Medical Leave Act (Federal) and Family Care Leave Act (State of California).

K. PROFESSIONAL LEAVE

ELIGIBILITY AND CONDITIONS OF LEAVE

Only a regular permanent employee may be granted a Professional Leave of Absence. The Board of Education, upon the recommendation of the Superintendent, may grant any permanent certificated employee of the District leave of absence, without salary, for purposes which are considered by the Board to benefit the schools and pupils of the District. Such leave may be granted for but not limited to:

1. OPPORTUNITY LEAVE

An opportunity leave is a leave to permit a bargaining unit member to accept certain honors or employment which will result in the bargaining unit member's rendering more effective service to the school district upon their return. Such leave may include but not be limited to teaching or related service in the field of education.

2. FEDERAL GRANT LEAVE

A federal grant leave is a leave to permit a bargaining unit member to accept an opportunity to teach, lecture, or do research under a nationally recognized fellowship or foundation approved by the California State Board of Education. Such service should result in the employee's rendering more effective service to the school district upon their return.

3. STUDY LEAVE

A study leave may be granted for one year to enable an employee to pursue a minimum program for study of twelve (12) semester units, or eighteen quarter units, in a recognized institution of higher learning. Such courses shall be at the upper division or graduate level. Correspondence courses are not acceptable for leave purposes. If leaves are requested for less than one school year, a similar ratio between the stated unit requirements and time will be maintained.

4. TRAVEL LEAVE

A travel leave is granted to a bargaining unit member to travel outside of a 250-mile radius from the Ventura Unified School District's administrative offices for educational purposes for a minimum of 60 percent of the time for which the leave is granted.

A Professional Leave of Absence will normally be granted for a maximum of one school year. Granting of a second year leave of absence is at the discretion of the Governing Board of Education.

All applications for Professional Leave of Absence should be on file in the Certificated Human Resources Department at least 60 days prior to the effective date of leave (except Study and Travel Leave).

A seven (7) member Board of Review shall evaluate all applications for Professional Leave and make recommendation to the Superintendent. The following shall constitute the membership of the Board of Review:

Three teachers shall be selected by the officially recognized teacher organization.

Three administrators selected by the Superintendent or their designee.

The Certificated Human Resources Department Administrator shall act as chair of the committee.

It is recommended that elementary, middle school, and senior high levels be represented by both bargaining unit members and administrators on the Board of Review. A quorum is necessary for the transaction of business.

A file which includes a record of all requests shall be maintained by the Certificated Human Resources Department. The file shall contain reasons for granting or denying each request.

Under the conditions of accepting a Professional Leave of Absence: NO VERTICAL MOVEMENT ON THE SALARY SCHEDULE IS TO BE ACHIEVED. MOVEMENT BETWEEN COLUMNS MAY RESULT FROM THE COURSE WORK TAKEN AND/OR DEGREES BY REASON OF THE LEAVE OF ABSENCE.

L. VOLUNTARY ABSENCE

Requests to be excused from duty should be submitted to the Certificated Human Resources Department at least two (2) weeks in advance to allow time for Board consideration of the request and determination as to whether deductions should be made from the bargaining unit member's salary. The following regulations will prevail in cases they cover:

1. Leave may be granted without loss of pay at the discretion of the Board and on recommendation by the Certificated Human Resources Department for attendance at distinctly professional meetings of educational groups at which the Superintendent and the Board feel the District should be represented. Travel expenses may be allowed for this purpose within the limits of the budget provision and payment policy.
2. Leaves of absence to attend meetings or conventions of educational associations or societies, or to serve on committees or commissions of such organizations when the activities or purposes of the organization serve to advance the welfare of the schools through the upgrading and strengthening of the teaching profession may be granted upon request of the employee and recommendation of the Certificated Human Resources Department Administrator, without loss of pay to the employee and with or without travel expense to the District.
3. Leaves may be granted for attendance at conventions or meetings of organizations composed of people engaged in education, but interested primarily in improving the working conditions of school employees upon request of the bargaining unit member and recommendations to the Certificated Human Resources Department Administrator. Deductions from the bargaining unit member's salary will be limited to the amount required to pay a substitute.
4. Upon request of the bargaining unit member and recommendation of the Certificated Human Resources Department Administrator, leaves of absence may be granted to bargaining unit members who wish to attend conventions of civic or fraternal groups not connected with education in which they hold membership. The bargaining unit member's salary shall be deducted the full amount for days absent for such leave.

5. Other requests for necessary or voluntary leave for reasons not specified in these regulations will be considered by the Certificated Human Resources Department Administrator from the standpoint of value to the District, urgency of the request, and the employment record of the person making the request.

M. MILITARY LEAVE

Every bargaining unit member employed by the Ventura Unified School District in a position requiring certification qualifications who enters the active military services of the United States of America or the State of California shall be entitled to absent themselves from their duties as an employee of the District.

Such absence shall not affect in any way the classification of such bargaining unit member. In the case of a probationary employee, the period of such absence shall not count as a part of the service required as a condition precedent to the classification of such a bargaining unit member as a permanent employee of the District, but such absence shall not be construed as a break in the continuity of the service of such bargaining unit member for any purpose.

Within six (6) months after such bargaining unit member honorably leaves such service or has been placed on inactive duty, they shall be entitled to return to the position held by them at the time of their entrance into such service at a salary to which they would have been entitled had they not absented themselves from the service of the District.

N. INDUSTRIAL ACCIDENT LEAVE

Education Code, Section 44984, permits a separate leave of absence due to injury or illness directly attributable to one's employment. There is in effect by the above code section a sixty-day (60) industrial accident and illness leave.

The leave is non-accumulative.

Such leave shall commence on the first day of absence.

The bargaining unit member shall be paid in full during the period of the leave.

Such leave shall be reduced by one day for each day of authorized absence.

When such leave overlaps into the next fiscal year, the bargaining unit member shall be entitled to only the amount of unused leave due them for the same illness or injury.

When this leave is exhausted, the bargaining unit member shall be entitled to pull from their regular accumulated sick leave, and the District shall pay them an amount which will not exceed their full salary.

O. EMERGENCY LEAVES DUE TO NATURAL DISASTERS

In the event that school is canceled by the school administration because of flooding or other natural disasters, or in the event a bargaining unit member is unable to reach a school because of conditions resulting from a natural disaster such as flooding, slides, washouts, loss of bridges, and/or similar causes, the Board of Education shall grant emergency leaves of absence to the bargaining unit members affected. This leave shall be granted without loss of pay and shall not be charged against the bargaining unit member's sick leave.

P. PERSONAL LEAVE (SHORT TERM)

Leave sought for personal business, personal convenience or pleasure of the bargaining unit member, may be granted on the recommendation of the building principal or immediate supervisor, with the approval of the Superintendent or their designee. No leave granted under this section shall be less than one-half day. All leaves granted under this section shall be with full salary deduction.

Q. PERSONAL LEAVE (LONG TERM)

We agree that 100% assignments, in the majority of circumstances, are in the best interest of VUEA bargaining unit members, classroom students, and school sites. The intent of this language is to insure that priority in hiring and school staffing is given to 100% employees. A personal leave may be granted by the District for either one semester or one school year upon request of a bargaining unit member based on the individual program needs and circumstances of school sites. An extension of a year may be granted by the District upon request of a bargaining unit member. Such leaves are granted to bargaining unit members who are now permanent employees and shall be granted without pay. Time spent on such leave shall not count as time served in the District and no vertical movement on the salary schedule shall occur. Assignment of the bargaining unit member on return to the staff is at the discretion of the District.

A long-term leave will not be granted for the purposes of obtaining or accepting employment outside of the Ventura Unified School District with any other employer.

R. STUDY AND TRAVEL LEAVE

1. The following rules governing Study and Travel Leave of absence in the schools comprising the Ventura Unified School District are hereby established. Leave shall be in accordance with the provisions of Section 44962, 44966, 44969, and 44973 of the Education Code; the provisions of the Education Code shall prevail.

2. Purpose of Study and Travel Leave Shall be as Follows:

- a. The primary purpose of the Study and Travel Leave is to improve the effectiveness of the bargaining unit member in their instructional performance.
- b. The needs of students and the District shall be held paramount in the selection of applications for leave.

3. Eligibility for Study and Travel Leave:

Bargaining unit members who have satisfactorily completed seven (7) full years of serve in the District shall be eligible for Study and Travel Leave.

4. Application for Study and Travel Leave:

Application for this leave shall be made to the Board of Education through the Certificated Human Resources Office, on a form provided. The form shall be prescribed by the Superintendent or their designee and shall present evidence of satisfactory service; reasons for desiring leave; length of service; comments and approval by the school principal and department head (as appropriate).

a. The granting of such leave shall be governed by:

1. The relative merits of all requests to the purposes of Study and Travel Leaves as set forth in this document.

2. The current needs of the education program of the District.
 3. The relevancy of the request to the field of service of the applicant.
 4. Priority shall be given the date of filing, all other things being equal.
- b. Bargaining unit members eligible for this leave shall make application by:
1. February 1st of the year preceding the leave if the leave is to begin the first semester of the ensuing year.
 2. May 1st of the year preceding the leave if the leave is to begin the second semester of the ensuing year.

The final dates of confirmation by the applicant and official action by the Board of Education shall be four months prior to the beginning of the semester in which the leave is to start, or the date on which a replacement is employed, if earlier.

The number of bargaining unit members on Study and Travel Leave during the school year shall not exceed 2.5% of the certificated employees of the District during that school year. Semester Study and Travel Leaves shall count as half-year leaves available. Study and Travel Leaves shall be granted for not less than a semester or more than one year.

5. Study and Travel Leave Requirements:

At least ten (10) semester units or 15-quarter units of any Study and Travel Leave year shall be college study and/or equivalent in independent study under the following conditions:

- a. On return, the bargaining unit member shall submit a statement verifying collegiate study undertaken.
- b. The eligible unit employee may apply to the District Leave Committee and the Board of Education for a waiver of the advanced study requirements.
- c. The Board of Education may invite applicants to undertake specific studies and/or projects of importance to the District while on Study and Travel Leave
- d. Study and Travel Leave for one semester will be granted for purposes of advanced study, independent study, travel or work experience upon the approval of the Board of Education.
 1. If a semester is used exclusively for travel, a subsequent semester leave if granted, must be spent in some area other than travel.
 2. If only one semester is taken, the other must be taken within three years or the employee becomes ineligible except by renewed application.

6. Rate of Compensation

Any bargaining unit member on Study and Travel Leave shall receive compensation in accordance with Education Code Section 44968 in the amount of “the difference between the salary of the employee on leave and the salary of a full-time bargaining unit member at Class 2, Step 1 of the Certificated Salary Schedule.”

- a. Regular remunerative employment shall not be combined with this leave unless approved in advance by the District Leave Committee and approved by the Board of Education.

- b. Scholarships, fellowships and assistantships may be combined with this leave.
- c. Study and Travel leave application for practical experience in business and/or industry will be considered by the District Leave Committee and approved by the Board of Education.
- d. Study and Travel Leave shall count toward retirement, and the retirement and annuity contributions shall be collected.
- e. Absence on Study and Travel Leave shall count as a regular period of service and shall not interrupt the bargaining unit member's progress on the salary schedule.

Plan A

- a. Paid in two (2) equal annual installments during the first two years **following** the return from leave.
- b. First installment paid at the end of the first semester after the return from leave (provided they complete 75 days of paid service during the first semester of their return – illness is considered a paid service day).
- c. Second installment paid at the end of the third semester after the return from leave (provided they complete 75 days of paid service during the third semester after their initial return – illness is considered a paid service day).
- d. In the event that the employee has not completed the 75 days as required in No. b and c above – then the installment will be paid at the end of the semester upon which the employee does complete the 75 days of service (i.e. 75th day is completed in second semester – then the first installment will not be until end of the second semester).

Plan B

- a. Employee is paid monthly while on leave in the same manner as if the employee were teaching in the district.
 - 1. Employee must provide a bond indemnifying the district against loss in the event the employee fails to render at least two years of service upon their return from leave – bond must remain in effect while the employee is on the leave and during the two years from when the employee returns from the leave.
 - 2. Bond will be exonerated if employee does not return and render two years of service in the event failure to return or complete the two years is caused by death or physical or mental disability of the employee.

7. REINSTATEMENT AFTER LEAVE OF ABSENCE

At the return from a Study or Travel Leave, the bargaining unit member who has been granted such leave shall be reinstated, unless they agree otherwise, in the position held at the time the leave was granted, provided that conditions have not arisen which would have changed such bargaining unit member's location and type of work had they remained in active service. In the event of changed conditions, the bargaining unit member returning from leave shall be reinstated and be assigned work appropriate to their field of training, with the appropriate salary status, including any increments allowed.

Each bargaining unit member who has been on a Study or Travel Leave shall file with the Superintendent a written report of the bargaining unit member's appraisal of the professional value of the experience gained while on leave.

Within limits, the District shall be entitled to draw upon the experience of those returning from Study and Travel Leave in the interest of students and staff.

8. A seven (7) member District Leave Committee shall evaluate all applications for Study and Travel Leave and make recommendation to the Superintendent. The following shall constitute the membership of the District Leave Committee:
 - a. Three teachers selected by the officially recognized teacher organization. It is suggested that all levels be represented.
 - b. Three administrators selected by the Superintendent or designee.
 - c. Certificated Human Resources Office Administrator, Chairperson of the District Leave Committee.

9. Final Approval of Study and Travel Leave

Final approval for Study and Travel Leave will be at the discretion of the Board of Education.

S. LEAVES FOR ELECTED GOVERNMENT POSITIONS

Permanent bargaining unit members who are elected or appointed to a full-time governmental office shall receive a leave of absence for the length of up to one term of office.

A bargaining unit member utilizing this leave shall notify the Certificated Human Resources Department Administrator within five (5) days after the official vote count following an election of their intent to return to the staff. If not a candidate for reelection, notification of intent to return to the staff should be received two months prior to the expiration of the term of office. The Certificated Personnel Office Administrator will make an effort to return the bargaining unit member to a position as quickly as possible. In a case where a position is not readily available, placement will be made by the beginning of the next school year. Assignment of the bargaining unit member shall be at the discretion of the District.

Leave will be without compensation. Upon return to the staff, the bargaining unit member will be placed on the salary schedule at the step and column to which they would have been entitled at the time the leave was taken.

ARTICLE 13
EVALUATIONS

- A. District management shall direct the evaluation of all permanent bargaining unit members no less than once every two years and probationary bargaining unit members no less than twice per year. Bargaining unit members who have been employed with VUSD for at least ten (10) years and whose previous evaluation rated the employee as meeting or exceeding standards, may be evaluated at least every five (5) years, if the administrative evaluator and certificated employee being evaluated agree. The certificated employee or the administrative evaluator may withdraw consent of this agreement at any time (EC 44664 (a) (3)).
- B. The written procedures for evaluations that are currently in effect shall be maintained by the District until the bargaining unit negotiates and ratifies new procedures. The present procedures are in Appendix A. They include:
1. The evaluator shall be an immediate supervisor or any other management or supervisory employee, who is designated by District management.
 2. Bargaining unit members may utilize peer review in lieu of management evaluation with principal approval.
 3. Those bargaining unit members who are regularly scheduled to be evaluated will be notified by the evaluator no later than October 1st of each school year. Such notice will contain a brief explanation as to the procedures for evaluations
 4. One-half of the permanent staff will be formally evaluated each year.
 - a. Pre-Conference Guidelines (for Temporary, Probationary and Permanent Bargaining Unit Members)
 1. A pre-conference for bargaining unit members to be evaluated will be held by October 31. The purpose of the pre-conference is to review the Standards for Bargaining Unit Members assignment and to determine the evaluation focus. At that time the evaluator and the bargaining unit member may agree that some elements of the standards are not applicable (NA) to the employee's assignment and may mark them NA at that time.
 2. If there is disagreement about which of the elements is not applicable (NA), the parties may invite the Assistant Superintendent of Certificated Human Resources to assist in resolving the differences. The Assistant Superintendent shall recommend alternatives to the unit member and evaluator.
 - b. Probationary/Temporary Bargaining Unit Members – A minimum of three conferences between the bargaining unit member and the evaluator shall be held each year.
 1. The pre-conference shall be held by October 31st.
 2. The fall evaluation conference shall be held on or before November 30th.
 3. The spring evaluation conference shall be held on or before March 1st.
 - a. A written copy of the evaluation will be provided to the probationary/temporary bargaining unit member on or before March 15th.

- c. Permanent Bargaining Unit Members – A minimum of two conferences between the bargaining unit member and the evaluator shall be held during the year the employee is to be formally evaluated.
 1. The pre-conference shall be held by October 31st.
 2. The final evaluation conference shall be held 60 days prior to the last regular school day. A written copy of the evaluation will be provided to the permanent bargaining unit member +60 days prior to the last regular school day.
 3. Permanent personnel may elect to have another permanent bargaining unit member participate in their evaluation with site administration approval (see checklist for Peer Review Process). Peer Review must be completed by April 13, if not, the process reverts back to site administrator who has until May 30 to complete the evaluation process.
 4. For permanent employees, the final evaluation conference will be held no later than sixty (60) calendar days prior to the end of the last regular school day. The evaluator will present the written evaluation and discuss the evaluation with the bargaining unit member. The bargaining unit member must sign the evaluation signifying only that the bargaining unit member has read the document and has been provided the opportunity to attach a written response which shall become part of the permanent record.
 5. Bargaining unit members will, as a part of the evaluation process, be made aware of any negative or derogatory material that may be used in their evaluation and will be allowed to respond in writing to the material which will become a part of the personnel file. After four years the material shall be removed from this file only at the request of the bargaining unit member. The completed evaluation form shall stay in the employee's personnel file.

C. PROBATIONARY TEACHERS

1. May be non-reelected in either their first or second year of teaching even if they have a positive evaluation.
2. In the year that the District decides it will non-reelect a teacher, the administration shall have completed the evaluation procedures for that teacher. If the evaluation procedures have not been completed, the District may not non-reelect that teacher that year.-The evaluation shall not be invalid based upon non-substantive procedural errors committed by the school district or Governing Board of Education unless the errors are prejudicial errors.

CI. WRITTEN ASSISTANCE PLAN

1. Bargaining unit members receiving an unsatisfactory or needs improvement for any CSTP will be required to have a Written Assistance Plan which will include specific resources, supports, goals, and progress indicators for the CSTP indicated by the administrative evaluator. The Written Assistance Plan will indicate the next formal evaluation date. The Written Assistance Plan will be written collaboratively between the administrative evaluator and the bargaining unit member.

- E. Violations of evaluation procedures are grievable under Article 15 but the sole remedy for differences about unsatisfactory evaluations shall be those provided in the California Education Code.

F. The full text of the evaluation procedure appears in Appendix "A" entitled EVALUATION OF CERTIFICATED PERSONNEL, REFERENCE COPY.

G. Complaints

1. In the case of complaints that may affect the bargaining unit member's evaluation, the following steps must apply:
2. The site administrator shall evaluate the veracity and/or legitimacy of complaints and determine if further action is necessary.
3. If the site administrator determines a conference should be held, then the conference should include the bargaining unit member, parent(s), and/or guardian(s), the prime evaluator, the site administrator, and/or relevant parties deemed necessary.
4. The signed complaint must be submitted in writing by the complaining party.

If 1, 2, and 3 are not completed, then the complaint is dropped. If 1, 2, and 3 are completed and if the Certificated Human Resources Department Administrator decides that such a written complaint should be placed in a bargaining unit member's personnel file, then the complaint must be signed by the complainant, and the bargaining unit member must be notified of this decision and be given an opportunity to attach a written statement to it before the written complaint is placed in the bargaining unit member's personnel file for the purpose of evaluation.

ARTICLE 14
DISCIPLINE

A. BASIS FOR DISCIPLINARY ACTION

Discipline shall be taken only for just cause and shall follow the principles of progressive discipline.

B. JUST CAUSE

“Just Cause” shall include the causes set forth in the California Education Code.

C. PROGRESSIVE DISCIPLINE

The principles of “progressive discipline” shall require that an employee shall receive: counseling first, oral warnings next, and finally written warnings prior to being disciplined by suspension with loss of pay. The bargaining unit member may be represented by a Ventura Unified Education Association representative at any discipline meeting. The nature and/or severity of the circumstance may allow for steps of the progressive discipline process to be bypassed.

D. Complaint(s): Letter in Personnel File

In the case of complaint(s) from parents, students, or others that may lead to a letter in a bargaining unit member’s personnel file, the following steps must occur:

- a. A designated administrator shall evaluate the veracity and/or legitimacy of the complaint(s).
- b. If the administrator believes the complaint has merit, the bargaining unit member shall be informed of the nature of the complaint(s) and if possible, be allowed the opportunity to resolve the issue within 10 working days.
- c. A conference that includes the bargaining unit member, parents(s), and/or guardian(s) of the student, the student (if appropriate), the designated administrator, and/or other relevant parties should be held. The conference is optional if the bargaining unit member or the complaining party decides not to attend.

If the Certificated Human Resources Department Administrator decides that such a written complaint should be made a part of a bargaining unit member’s personnel file, the bargaining unit member must be notified of this decision and be given an opportunity to attach a written statement to the written complaint.

E. NOTICE OF PROPOSED SUSPENSION

The supervisor shall advise the employee in writing of the proposed action. The written statement shall contain a description of the proposed action. The written statement shall contain a description of the events which necessitated the suspension, a statement of the charges, of all available materials leading to the suspension, and the right of the employee to meet with the supervisor or to submit in writing their response to the proposed action within a reasonable time frame. All information or proceedings regarding any such actual or proposed action shall be kept confidential by district management. No suspension directed under the authority of this article shall exceed five (5) work days without pay.

F. EMPLOYEE’S RESPONSE TO PROPOSED SUSPENSION

An employee may respond to the supervisor within five (5) days of receipt of the Notice of Proposed Suspension. The response may be in writing and/or the employee may meet with the supervisor. The purpose of the response is to allow the employee an opportunity to give information to the supervisor prior to the actual implementation of the suspension. An employee’s opportunity to respond to the supervisor is not intended to be an adversarial hearing. The employee need not be accorded the opportunity to cross-examine witness, nor to present a formal case in opposition to the proposed suspension action. However, the limited nature of this response does not obviate the supervisor’s authority to initiate further investigation if the employee’s version of the facts raises doubts as to the accuracy of the supervisor’s information leading to the proposed discipline.

G. NOTICE OF SUSPENSION AND RIGHT TO GRIEVE/ARBITRATE

When an employee is given notice of a suspension, they shall be given concurrent notice of their right to grieve the action to the Certificated Human Resources Department level of the grievance procedure within ten (10) days of receiving the notice of suspension. If the employee is not satisfied at the grievance level, they may take the case to binding arbitration. Also, the employee shall be given notice of their right to be represented by the Ventura Unified Education Association.

H. FOLLOW-UP

If after 12 months following the incident which triggered the disciplining procedure the employee has not given cause for further disciplinary action, they shall be given a follow-up memo to the effect that there has not been any further violation. Said memo shall be attached to any original notice that may have been placed in their personnel file. At the end of four years after the incident, the information in the personnel file concerning the disciplinary action shall be sealed upon the written request of the employee.

ARTICLE 15
GRIEVANCE PROCEDURE

A. DEFINITIONS

A certificated employee complaint shall be defined as a spoken or written dissatisfaction brought to the attention of their immediate supervisor. By mutual written agreement of the parties, similar grievances filed by individual bargaining unit members may be consolidated for processing through the grievance procedure.

A grievance is a written claim on the part of an employee or the Association that the contract has been violated, misinterpreted, or inequitably applied which was not settled to the satisfaction of the employee or the Association at the first supervisory level. A working day is defined as a day in which the District Office is open.

B. GENERAL PROVISIONS

No certificated employee shall suffer reprisals or reduction in status as a result of having presented a grievance or having represented an employee concerning a grievance.

Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared and given appropriate distribution by the Certificated Human Resources Department so as to facilitate operation of the procedures set forth herein.

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by written mutual agreement.

A decision rendered at any step in these procedures becomes final unless appealed within the time limit specified or at a time agreed to by both parties. If a decision is not given within the time limit, an appeal may be taken directly to the next level.

Any certificated employee of the District required to be absent from duties pursuant to these procedures shall not suffer any loss of pay. Grievance procedure meetings normally will be scheduled during non-teaching time.

The grievant and the respondent shall have equal access to any pertinent District records, within the laws defining confidentiality.

All School District records, pertinent to processing of the grievance shall be filed in the Certificated Human Resources Department and shall be kept separate from the personnel files of the participating parties. At the conclusion of the case, all information pertaining to the case shall be sealed, and access to the information shall be authorized by the administrator in charge of personnel.

A brief statement of the decision made concerning the grievance shall be forwarded to the president of the Association by the Certificated Human Resources Department upon the conclusion of the action.

C. REPRESENTATION

An employee has the right to represent themselves or be represented by another employee or employees of their own choosing not to exceed three and or a representative of the Association. All meetings afforded to the employee shall be deemed to include their authorized representative and information provided to the employee shall be provided to their representative.

A grievance may be adjusted at any level prior to arbitration without the intervention of the exclusive representative, if the adjustment is not inconsistent with the terms of the agreement then in effect; and provided that the employer shall not agree to a resolution of the grievance until the exclusive representative has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.

Any bargaining unit member of the District may serve as a representative without prejudice or loss of salary.

D. PROCEDURE FOR SUBMISSION OF GRIEVANCE

(For use herein the term “grievant” may refer to a bargaining unit member or the Association.) The time limits specified may, however, be extended by written mutual agreement.

1. Within fifteen (15) working days after the alleged violation, a bargaining unit member, or the Association, considering a grievance will discuss the complaint with the appropriate principal or immediate supervisor with the objective of resolving the matter informally.
2. If the bargaining unit member or the Association wishes to proceed with the grievance, the bargaining unit member or the Association shall commit the grievance to writing and shall submit the written grievance to the supervisor within thirty (30) working days from the time the action which forms the basis of the grievance took place.
3. If the written statement varies from the oral statement, the principal or immediate supervisor may require another conference with the grievant within five (5) working days. Additionally, the bargaining unit member and the administrator may agree to another conference to attempt resolution of the grievance.
4. A written response shall be delivered to grievant and/or VUEA within fifteen (15) working days after receipt of written grievance or from the day of the conference about a written grievance.
5. If the grievance is not resolved after discussing it with their immediate supervisor, the grievant may appeal the decision to the Certificated Human Resources Department Administrator or their designee.
6. In the case where the first level of grievance is to the Certificated Human Resources Department Administrator and the grievant is dissatisfied with the decision of the Certificated Human Resources Department Administrator, they may appeal the decision to the Superintendent or their designee.

DI. PROVISIONS FOR APPEAL

The following provisions shall apply to each step of appeal:

1. Either party to the grievance may request a review of the decision rendered at the previous step.
2. The request must be made within five (5) working days after receipt of the previous decision.
3. The request must be in writing and shall include:
 - a. The name of the bargaining unit member/Association submitting the grievance.
 - b. The name of the bargaining unit member’s /Association’s representative, if any.
 - c. A description of the problem stating specifically the act or condition and ground on which the grievance is based.
 - d. The action or solution desired.
 - e. The persons who have been contacted or involved.
 - f. The course of action that has been followed, including the decision rendered at the complaint level and why the decision is being appealed.

4. The administrator to whom the appeal is being made shall hold a conference concerning the grievance with the grievant and with their representative, if they have one. The conference shall be held within eight (8) working days after receiving the grievance.
5. Each person to whom an appeal is made shall receive the decisions rendered at a lower administrative level, and may request such additional information from any of the parties as will enable them to establish specifically the issues that remain in dispute.
6. The administrator to whom an appeal is being made shall communicate their decision in writing, together with supporting reasons to the parties in interest within eight (8) working days after the conference is held with the grievant.

F. CONCILIATION

If the grievant is not satisfied with the decision of the previous level or if there is no decision within the time limits, the parties may, by mutual agreement, request conciliation within ten (10) days from receipt of the previous level decision or from the expiration of the time limits for management's decision.

If the parties request conciliation, they will set a meeting with the Conciliator from the California State Meditation Conciliation Service as soon as reasonably possible.

G. BINDING ARBITRATION

If not satisfied with the decision at the previous level, the grievant as an alternate to appealing to the Board of Education may, within five (5) days, submit a request in writing to the Association for binding arbitration of the dispute. The Association, by written notice to the Certificated Human Resources Department Administrator, may submit the grievance to binding arbitration, within ten (10) working days of receipt from grievant. In addition to notifying the Certificated Human Resources Department Administrator of their intent to move the grievance to arbitration, the Association will within the same ten (10) day period request a list of names of potential arbitrators from the California State Meditation Conciliation Services Office. Upon receipt of the list the parties will meet within five (5) working days to select the arbitrator. If the timelines are not complied with, the grievance shall be deemed dropped. Disputes as to whether a grievance is related to a violation of the contract shall be determined by an arbitrator. The Association and the District may mutually agree upon an arbitrator. If no agreement can be reached, the Association shall request the California State Meditation Conciliation Services Office to supply a panel of five (5) names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until only one name remains. The remaining panel member shall be the arbitrator. The grievant shall strike the first name.

The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and the Association. All other expenses shall be borne by the party incurring them.

The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues submitted to them.

If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.

The arbitrator will have no power to add to, subtract from, or modify the terms of this Agreement or the written policies, rules, regulations and procedures of the District.

After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit in writing to all parties their finding and recommendations which shall be binding to the parties.

ARTICLE 16
BARGAINING UNIT MEMBERS PARTICIPATION ON DISTRICT COMMITTEES

- A. The Association shall appoint bargaining unit members to district committees dealing with negotiable items. These committees shall be established to make recommendations on the items within the scope of negotiations or consultation which the District has determined require teacher representation.
- B. If the Association does not appoint the bargaining unit members to serve on the committee within ten (10) duty days of a written request by the District, the committee will proceed without teacher participation.
- C. Both parties retain their consultation rights.
- D. Those committees addressed in other articles or sections of the Agreement are exempt from this provision.
- E. VUEA, VESPA and VUSD agree to establish a calendar committee with two representatives from each organization. The committee will reach consensus and present a final calendar to the associations for ratification and to the Board of Education for final approval.

ARTICLE 17
CERTIFICATED SALARY SCHEDULE

A. INITIAL PLACEMENT ON THE SALARY SCHEDULE

1. STEP PLACEMENT

One step on the salary schedule will be granted for each year of prior teaching experience upon employment, up to and including seven years. A year is defined as at least 75 percent of the number of days the regular schools of the district are in session.

Credit for years of experience for initial placement on the salary scale shall only be given for experience at the K-12 levels.

If a certificated employee moves from a position within the District not covered by this Agreement, five years is the maximum years of experience an employee may be granted for initial placement on the salary scale.

Effective July 1, 2008, initial placement of a Speech/Language Pathologist with a credential or a license will be step 7 of the Certificated Salary Scale. Service experience credit for a Speech and Language Pathologist may include previous clinical experience.

2. CLASSIFICATION PLACEMENT

Classification is determined by the number of acceptable college units that have been earned subsequent to the bachelor's degree.

- a. Units must be earned in Education or in subjects commonly taught in public schools.
- b. Units must be rated upper division or graduate by the institution granting the unit.
- c. Proof of college work is required by the Certificated Human Resources Department in the form of transcripts, grade cards, etc.

3. JUDGMENT OF EXPERIENCE AND UNITS

Judgment of experience and units for initial placement on the salary schedule shall be made by the Certificated Human Resources Department Administrator. A certificated employee covered by this Agreement may appeal their initial placement on the salary scale. The employee must submit a written appeal to the Assistant Superintendent of Human Resources within thirty days of the receipt of employee's first pay check with the District. If a bargaining unit member feels there has been a misjudgment and is unable to resolve this difference, the following course of action is available:

- a. Request for help should be made through the Association.

4. OPTIONAL PAY PLAN

Members of the certificated staff of the Ventura Unified School District shall be given the option to receive their warrants in eleven (11), or twelve (12) equal payments. The option is to be made before August 22 and shall remain unchanged for one year.

5. ADVANCEMENT ON THE SALARY SCHEDULE

a. STEP ADVANCEMENT

For each year of experience in the District, bargaining unit members will advance one step on the salary schedule.

A year is defined as 75% of the total number of school days established annually by the Governing Board of Education as the work year for classroom teachers.

b. CLASSIFICATION ADVANCEMENT

Advancement to the next highest classification on the salary schedule will be granted when sufficient acceptable semester units have been earned to qualify for such advancement.

- (1) Those who qualify for placement on a new column each fall must have completed their additional units and have a verification of unit work completed on file with the Certificated Human Resources Department by October 1st. If the bargaining unit member is unable to obtain transcripts by that date, a letter from the instructor of the class certifying that the bargaining unit member was enrolled and has completed the course or courses, giving the number of units, and the title of the course, will suffice to allow a tentative placement. Final verification of completion of the work must be filed by November 1st, and should be in the form of an official transcript or grade report. Failure to file this official verification will automatically result in reclassification to the column and step that had been officially verified.
- (2) Units must be earned through an accredited institution as recognized by the United States Department of Education Office of Educational Research and Improvement and/or the California State Department of Education and must be in education or subjects taught in public schools. It is the responsibility of the bargaining unit member to make sure the college or university is accredited as described above. The District takes no responsibility for any information given to a bargaining unit member by the State Department of Education, the college or university, or any individual employed by the District.
- (3) Units must be rated upper division or graduate by the institution granting the unit.
- (4) Lower division semester units are acceptable for classification advancement only when requested in writing by the bargaining unit member through their building principal to the Certificated Human Resources Department Administrator prior to enrollment in the course. The course must bear a positive relationship to the teaching assignment of the bargaining unit member.
- (5) In-Service training that is necessary to maintain and enhance professional knowledge and skills for employment as school nurses and speech/language specialist shall be acknowledged as continuing education units for VUSD salary schedule placement. Coursework is determined as 15 hours of training being equivalent to 1 semester unit credit. CEU's must be sanctioned by their respective national and/or state associations.
- (6) Designated Subjects Credential/Vocational Education Credential holders that do not possess a Bachelor's Degree (coursework/training/units earned subsequent to 7-1-02)
 - i. Coursework – any college coursework for bargaining unit members who possess a Designated Subjects credential but do not possess a bachelor's degree must be directly related to the trade, to the class assignment, to the job function of the unit member or otherwise promote professional growth as determined by the District. Coursework taken toward a degree or another teaching authorization will be considered. Only coursework completed after the issuance of a Designated Subjects credential can be considered. Coursework must take place after normal working hours or hours taken in a non-paid status. All coursework must be

verified by a transcript from the sponsoring institution. Coursework units may be rated lower division or continuing education by the institution granting the units

- ii. Units must be earned through an accredited institution as recognized by the United States Department of Education Office of Educational Research and Improvement and/or the California State Department of Education and must be in education or subjects taught in public schools. It is the responsibility of the bargaining unit member to make sure the college or university is accredited as described above. The District takes no responsibility for any information given to a bargaining unit member by the State Department of Education, the college or university, or any individual employed by the District.
- iii. Inservice Activities – Inservice activities that directly pertain to unit member's employment and are conducted outside of normal business hours. One of the following must be submitted upon completion for the inservice: a certificate of completion, a letter of participation from the sponsoring agency verifying attendance, workshop inservice brochure identifying content, or a course description. Every 10 hours of inservice will equate to .50 Semester Units.
- iv. Training – Training requires prior approval by Certificated Human Resources. The official document containing information on topics to be covered must be attached upon submission, i.e. brochure, flyer, newsletter, agenda, course description. A concise description of the knowledge to be gained by the unit member's attendance must be stated on the request form. Training attended must be directly related to the unit member's subject area and be of significant value to the school(s). Training must take place after normal working hours or hours taken in a non-paid status. Any fees must be paid by the unit member. Every 10 hours of training will equate to .50 Semester Units.
- v. Training and Inservice Units of Credit – every 10 units of credit through Inservice and Training will count toward 5 semester units of credit for salary schedule advancement.

B. REIMBURSEMENT FOR OTHER THAN A FULL DAY

1. HOURLY RATE

The hourly rate of pay for certificated personnel for professional services will be set according to the following formula:

.000892 of Step 1, Column I, of the certificated salary schedule.

2. PART TIME TEACHERS

Part time teachers, as differentiated from hourly employees, shall be placed under contract, placed on the certificated salary schedule, and paid the percentage that relates to their assignment.

a. ELEMENTARY

% = minutes taught / day

b. SECONDARY SCHOOLS

<u>Teaching Periods Assigned</u>	<u>Middle School and FT HS</u>	<u>Senior High</u>
1	16.67	20
2	33.33	40
3	50.00	60
4	66.67	80
5	83.33	100
6	100	120
7	116.67	

C. EXTENDED YEAR PROGRAM

Bargaining unit members will be paid 72% of the daily rate of their placement on the salary schedule. Any bargaining unit member working only part-time in the regular extended year program will be paid on a prorata basis as related to the 72%; for example, two periods – 36%, one period – 18%.

D. MIDDLE AND HIGH SCHOOLS

Certain extracurricular activities of a specialized nature, intensive demand, or long duration cannot be satisfactorily distributed in a routine manner. For these responsibilities, the District shall pay an additional stipend, beyond the regular contract salary. **Bargaining unit members assigned to these activities** shall be entitled to extra remuneration only if they have discharged fully the responsibilities of all teachers as defined in the normal teaching day.

Extra pay for extra services shall be limited to those activities which involve teaching and/or supervision of pupils. Exceptions to this policy shall be the assignment of department heads and directors of athletics which are administrative in nature.

No bargaining unit member shall be assigned more than three remunerative extracurricular responsibilities during the school year.

Remunerative extracurricular assignments **shall be assigned in a manner similar to those defined in Article 11** of this document. The site Principal shall first notify site staff of opening(s), interested bargaining unit members may apply and be considered. The site principal may open the position to the remainder of the district or outside candidates if he/she deems this necessary. **Selection of non-coaching remunerative extracurricular assignments shall be made by the site principal.** Head coaching remunerative extracurricular assignments shall be made by the site principal in conjunction with the Athletic Director. Assistant coaching remunerative extracurricular assignments shall be made by the Head Coach in conjunction with the site principal. All remunerative extracurricular assignments are subject to district office administrative staff and governing board approval.

The following responsibilities are recognized as extra-pay assignments and shall entitle the bargaining unit member so assigned to extra remuneration to be paid at the rate established.

All District:

Assignment	Authorized Hours/Rate	# Authorized
All District Choir (Elementary & Middle School)	\$2,000 Stipend/Per Semester	One Position for District
BCLAD Assignments	\$1,000 Stipend	For individuals working in a designated BCLAD assignment; and possessing the appropriate bilingual authorization (i.e. BCLAD, BCC, etc.)

Elementary Schools:

Assignment	Authorized Hours/Rate	# Authorized
Ground Supervision	1505 @ 72% of District Hourly Rate	Allocated by ESD
Teacher -in-Charge	\$ 1,000	1 each site

Middle Schools:

Assignment	Authorized Hours/Rate	# Authorized
Ground Supervision Noon	120 hrs @ 72% of District Hourly Rate	4 (Balboa 6)
Before & After School	90 hrs @ 72% of District Hourly Rate	4
Detention	54 hrs @ District Hourly Rate	1
Yearbook Advisor	60 hrs @ District Hourly Rate	1
Band Director	100 hrs @ District Hourly Rate	1
Career Technical Student Organization or any CTE club with outside competition	90 hrs @ District Hourly Rate	1 per CTE club advisor, per industry sector, per site.
Department Heads	\$500.00 Small (1-23 periods)	
	\$1,000 Medium (24-59 periods)	
	\$1,500 Large (60+ periods)	
Intramural	\$443 Personnel \$500 Supplies	1

High Schools:

Assignment	Authorized Hours/Rate	# Authorized
Choral Director (BHS/VHS only)	40 hrs @ District Hourly Rate	1
Director of Productions (BHS/VHS only)	40 hrs @ District Hourly Rate	1
Yearbook Advisor	90 hrs @ District Hourly Rate	1
Asst. Yearbook Advisor	30 hrs @ District Hourly Rate	1
Forensics	90 hrs @ District Hourly Rate	1
Journalism	90 hrs @ District Hourly Rate	1
Career Technical Student Organization or any CTE club with outside competition	90 hrs @ District Hourly Rate	1 per CTE club advisor, per industry sector, per site.

Ground Supervision	90 hrs @ 72% of District Hourly Rate	1
Department Heads	\$500.00 Small (1-19 periods)	
	\$1,000 Medium (20-49 periods)	
	\$1,500 Large (50+ periods)	

Other Authorized High School Positions & Pay Rate Schedule

Percentage assigned as follows:

Lowest Percentage 1 to 4 years coaching experience in the district
Middle Percentage 5 to 11 years coaching experience in the district
Highest Percentage 12 or more years coaching experience in the district

Band Director (BHS/VHS only)	by assignment	1	6, 7, or 8%
Drama Coach	by assignment	1	6, 7, or 8%
Academic Decathlon (BHS/VHS only)	by assignment	1	6, 7, or 8%
Athletic Director	by assignment	1	6, 7, or 8%
Dance	by assignment	1	4, 5, or 6%
Pep Squad (BHS/VHS only)	by assignment	1 of 2	4, 5, or 6%
Pep Squad (BHS/VHS only)	by assignment (non-varsity)	2 of 2	4, 5, or 6%

AUTHORIZED HIGH SCHOOL COACHING POSITIONS & PAY RATE SCHEDULE

BOYS ATHLETIC ASSIGNMENTS @ BUENA & VENTURA HS		Allocation	Pay Rate %
Football	Head Coach (Varsity)	1	6, 7, or 8%
	Assistant Coach (Varsity)	1	4, 5, or 6%
	Assistant Coach (Head Non-Varsity)	1 of 3	4, 5, or 6%
	Assistant Coach (Head Non-Varsity)	2 of 3	4, 5, or 6%
	Assistant Coach (Head Non-Varsity)	3 of 3	4, 5, or 6%
	Assistant Coach	1 of 3	4, 5, or 6%
	Assistant Coach	2 of 3	4, 5, or 6%
	Assistant Coach	3 of 3	4, 5, or 6%
Basketball	Head Coach (Varsity)	1	6, 7, or 8%
	Assistant Coach (Head Non-Varsity)	1 of 3	4, 5, or 6%
	Assistant Coach (Head Non-Varsity)	2 of 3	4, 5, or 6%
	Assistant Coach (Head Non-Varsity)	3 of 3	4, 5, or 6%
Baseball	Varsity Head	1	6, 7, or 8%
	Assistant Coach (Head Non-Varsity)	1 of 2	4, 5, or 6%
	Assistant Coach (Head Non-Varsity)	2 of 2	4, 5, or 6%
Soccer	Head Coach	1	6, 7, or 8%
	Assistant Coach	1	4, 5, or 6%
Track & Field	Head Coach	1	6, 7, or 8%
	Assistant Coach	1	6, 7, or 8%
Tennis	Head Coach	1	4, 5, or 6%
Swimming	Head Coach	1	6, 7, or 8%
	Assistant Coach	1	4, 5, or 6%
Cross Country	Head Coach	1	4, 5, or 6%
Golf	Head Coach	1	4, 5, or 6%
Volleyball	Head Coach	1	6, 7, or 8%
	Assistant Coach	1	4, 5, or 6%
Water Polo	Head Coach	1	6, 7, or 8%
	Assistant Coach	1	4, 5, or 6%
Wrestling	Head Coach	1	6, 7, or 8%
	Assistant Coach	1	4, 5, or 6%
BOYS ATHLETIC Assignments @ FOOTHILL HS		Allocation	Pay Rate %
Basketball	Varsity Head	1	6, 7, or 8%
	Assistant Coach (Head Non-Varsity)	1	4, 5, or 6%
Baseball	Head Coach	1	6, 7, or 8%
	Assistant Coach	1	4, 5, or 6%
Soccer	Head Coach	1	6, 7, or 8%
	Assistant Coach	1	4, 5, or 6%
Track & Field	Head Coach	1	6, 7, or 8%

	Assistant Coach	1	6, 7, or 8%
Tennis	Head Coach	1	4, 5, or 6%
Swimming	Head Coach	1	6, 7, or 8%
	Assistant Coach	1	4, 5, or 6%
Cross Country	Head Coach	1	4, 5, or 6%
Golf	Head Coach	1	4, 5, or 6%
Volleyball	Head Coach	1	6, 7, or 8%
	Assistant Coach	1	4, 5, or 6%
Water Polo	Head Coach	1	6, 7, or 8%
	Assistant Coach	1	4, 5, or 6%
GIRLS ATHLETIC Assignments @ BUENA & VENTURA HS		Allocation	Pay Rate %
Golf	Head Coach	1	4, 5, or 6%
Tennis	Head Coach	1	4, 5, or 6%
Volleyball	Head Coach	1	6, 7, or 8%
	Assistant Coach	1	4, 5, or 6%
Cross Country	Head Coach	1	4, 5, or 6%
Soccer	Head Coach	1	6, 7, or 8%
	Assistant Coach	1	4, 5, or 6%
Basketball	Varsity Head	1	6, 7, or 8%
	Assistant Coach (Head Non-Varsity)	1	4, 5, or 6%
	Assistant Coach (Head Non-Varsity)	1	4, 5, or 6%
Track & Field	Head Coach	1	6, 7, or 8%
	Assistant Coach	1	4, 5, or 6%
	Assistant Coach	1	2%
Swimming	Head Coach	1	6, 7, or 8%
	Assistant Coach	1	4, 5, or 6%
Softball	Head Coach	1	6, 7, or 8%
	Assistant Coach	1	4, 5, or 6%
Water Polo	Head Coach	1	6, 7, or 8%
	Assistant Coach	1	4, 5, or 6%
Sand Volleyball	Head Coach	1	4, 5, or 6%
GIRLS ATHLETIC Assignments @ FOOTHILL HS		Allocation	Pay Rate %
Golf	Head Coach	1	4, 5, or 6%
Tennis	Head Coach	1	4, 5, or 6%
Volleyball	Head Coach	1	6, 7, or 8%
	Assistant Coach	1	4, 5, or 6%
Cross Country	Head Coach	1	4, 5, or 6%
Soccer	Head Coach	1	6, 7, or 8%
	Assistant Coach	1	4, 5, or 6%

Basketball	Varsity Head	1	6, 7, or 8%
	Assistant Coach (Head Non-Varsity)	1	4, 5, or 6%
Track & Field	Head Coach	1	6, 7, or 8%
	Assistant Coach	1	4, 5, or 6%
	Assistant Coach	1	2%
Swimming	Head Coach	1	6, 7, or 8%
	Assistant Coach	1	4, 5, or 6%
Softball	Head Coach	1	6, 7, or 8%
	Assistant Coach	1	4, 5, or 6%
Water Polo	Head Coach	1	6, 7, or 8%
	Assistant Coach	1	4, 5, or 6%
Sand Volleyball	Head Coach	1	4, 5, or 6%

Lowest Percentage 1 to 4 years coaching experience in the district

Middle Percentage 5 to 11 years coaching experience in the district

Highest Percentage 12 or more years coaching experience in the district

Any bargaining unit member working on an hourly or an overtime basis will be paid at the hourly rate as per Section B.

2022-2023 SY CERTIFICATED SALARY SCHEDULE
EFFECTIVE 7-1-22; BOARD APPROVED 1/3/23

185 Day Work Year

Step	Class 1	Class 2	Class 3	Class 4	Class 5	Step
	Bachelor Degree or Designated Subjects Credential	Bachelor Degree plus 30 Sem Units	Bachelor Degree plus 45 Sem Units or Master's Degree	Bachelor Degree plus 75 Sem Units or Bachelors Plus 60 Sem Units and Master's Degree	Bachelor Degree plus 75 Sem Units and Master's Degree	
1	\$ 54,404	\$ 61,258	\$ 61,258	\$ 61,258	\$ 62,637	1
2	\$ 54,404	\$ 61,258	\$ 61,258	\$ 61,937	\$ 65,080	2
3	\$ 55,065	\$ 61,258	\$ 61,258	\$ 64,380	\$ 67,520	3
4	\$ 57,501	\$ 61,258	\$ 63,700	\$ 66,813	\$ 69,969	4
5	\$ 59,946	\$ 63,031	\$ 66,135	\$ 69,257	\$ 72,410	5
6	\$ 62,385	\$ 65,474	\$ 68,580	\$ 71,697	\$ 74,845	6
7	\$ 64,823	\$ 67,907	\$ 71,019	\$ 74,136	\$ 77,287	7
8	\$ 67,267	\$ 70,349	\$ 73,465	\$ 76,577	\$ 79,729	8
9	\$ 69,706	\$ 72,794	\$ 75,902	\$ 79,017	\$ 82,166	9
10	\$ 72,149	\$ 75,233	\$ 78,341	\$ 81,455	\$ 84,605	10
11	\$ 72,149	\$ 77,670	\$ 80,784	\$ 83,903	\$ 87,052	11
12	\$ 72,149	\$ 77,670	\$ 83,224	\$ 86,340	\$ 89,486	12
13	\$ 72,149	\$ 77,670	\$ 83,224	\$ 88,779	\$ 91,927	13
14	\$ 72,149	\$ 77,670	\$ 83,224	\$ 88,779	\$ 94,367	14
15	\$ 75,957	\$ 81,577	\$ 87,229	\$ 92,894	\$ 98,584	15
19	\$ 78,439	\$ 84,066	\$ 89,718	\$ 95,374	\$ 101,065	19
23	\$ 80,922	\$ 86,552	\$ 92,198	\$ 97,857	\$ 103,560	23
25	\$ 85,887	\$ 91,513	\$ 97,153	\$ 102,842	\$ 108,510	25

Certificated District Hourly Rate: \$44.76 (effective 1/3/23)

*Minimum Salary (Minimum Teacher's Salary raised to \$30,000 on 1997/98 Salary Schedule -- Cell rates prior to implementation of **minimum teacher's salary rate are:** Class 1, Step 1 \$50,184 and Class 1, Step 2 \$53,304. Original amount for Class 1, Step 1 \$50,184 is used for calculating district hourly rate; Cell rates prior to implementation of Beginning Teacher Salary rates are: Class 2, Step 1 \$52,268, Class 2, Step 2 \$55,406, Class 2, Step 3 \$58,147, Class 2, Step 4 \$58,384, Class 3, Step 1 \$56,379, Class 3, Step 2 \$58,810, Class 3, Step 3 \$61,256, Class 4, Step 1 \$59,540.*

- Seven (7) years of experience earned under the rules and regulations of District Policy will be recognized for the purposes of placement on the salary schedule.
- Semester units earned subsequent to the Bachelor's Degree must be upper division or graduate courses. Refer to VUEA bargaining unit agreement for specifics on Designated Subject credential holder classification and advancement.
- Speech/Language Pathologist with a credential or a license - on SLP Salary Schedule**
- Doctorate from an accredited institution - \$1,000 annual stipend.
- BCLAD Stipend For individuals working in a designated BCLAD assignment and possessing the appropriate bilingual authorization (i.e. BCLAD, BCC, etc.) - \$1,000 annual stipend

CalSTRS/CalPERS Compliance Notes: Standard work calendar for Certificated Non-Management is 185 work days. Days noted below for the 2022-2023 SY which has (261) total work days available.

225 Days (225 paid, 36 unpaid); 205 Days (205 paid, 56 unpaid); 200 Days (200 paid, 61 unpaid); 195 Days (195 paid, 66 unpaid); 190 Days (190 paid, 71 unpaid); 185 Days (185 paid, 76 unpaid).

Board Approved 1/3/23

2022-2023 SY CERTIFICATED SPEECH & LANGUAGE PATHOLOGIST SALARY SCHEDULE
 EFFECTIVE 7-1-22; BOARD APPROVED 1/3/23

185 Day Work Year

Step	Class 1	Class 2	Class 3	Class 4	Class 5	Step
	Bachelor Degree or Designated Subjects Credential	Bachelor Degree plus 30 Sem Units	Bachelor Degree plus 45 Sem Units or Master's Degree	Bachelor Degree plus 75 Sem Units or Bachelors Plus 60 Sem Units and Master's Degree	Bachelor Degree plus 75 Sem Units and Master's Degree	
1	\$ 54,404	\$ 61,258	\$ 61,258	\$ 61,258	\$ 62,637	1
2	\$ 54,404	\$ 61,258	\$ 61,258	\$ 61,937	\$ 65,080	2
3	\$ 55,065	\$ 61,258	\$ 61,258	\$ 64,380	\$ 67,520	3
4	\$ 57,501	\$ 61,258	\$ 63,700	\$ 66,813	\$ 69,969	4
5	\$ 60,844	\$ 63,977	\$ 67,128	\$ 70,296	\$ 73,495	5
6	\$ 63,322	\$ 66,457	\$ 69,608	\$ 72,773	\$ 75,968	6
7	\$ 65,795	\$ 68,926	\$ 72,084	\$ 75,248	\$ 78,447	7
8	\$ 68,276	\$ 71,404	\$ 74,567	\$ 77,725	\$ 80,925	8
9	\$ 70,752	\$ 73,886	\$ 77,041	\$ 80,203	\$ 83,398	9
10	\$ 73,412	\$ 76,550	\$ 79,712	\$ 82,881	\$ 86,086	10
11	\$ 73,412	\$ 79,030	\$ 82,198	\$ 85,371	\$ 88,575	11
12	\$ 73,412	\$ 79,030	\$ 84,680	\$ 87,852	\$ 91,053	12
13	\$ 73,412	\$ 79,030	\$ 84,680	\$ 90,332	\$ 93,535	13
14	\$ 73,412	\$ 79,030	\$ 84,680	\$ 90,332	\$ 96,018	14
15	\$ 77,476	\$ 83,208	\$ 88,974	\$ 94,752	\$ 100,555	15
19	\$ 80,007	\$ 85,747	\$ 91,512	\$ 97,282	\$ 103,087	19
20	\$ 80,400	\$ 86,169	\$ 91,961	\$ 97,759	\$ 103,591	20
23	\$ 82,944	\$ 88,716	\$ 94,502	\$ 100,304	\$ 106,149	23
25	\$ 88,034	\$ 93,801	\$ 99,582	\$ 105,413	\$ 111,222	25

6. Semester units earned subsequent to the Bachelor's Degree must be upper division or graduate courses. Refer to VUEA bargaining unit agreement for specifics on Designated Subject credential holder classification and advancement.
7. **Speech/Language Pathologist with a credential or a license - initial Placement will be step 7 of the Certificated Speech and Language Pathologist Salary scale.**
8. Doctorate from an accredited institution - \$1,000 annual stipend.

CalSTRS/CalPERS Compliance Notes: Standard work calendar for Certificated Non-Management is 185 work days. Days noted below for the 2022-2023 SY which has (261) total work days available.

225 Days (225 paid, 36 unpaid); 205 Days (205 paid, 56 unpaid); 200 Days (200 paid, 61 unpaid); 195 Days (195 paid, 66 unpaid); 190 Days (190 paid, 71 unpaid); 185 Days (185 paid, 76 unpaid).

Board Approved 1/3/23

ARTICLE 18
FRINGE BENEFITS

Bargaining unit members who worked at least 50% of the day or on full assignment at least 50% of the school contract year prior to May 22, 1979, will continue to receive those benefits which are mandated by State law and, in addition, the District will provide for those bargaining unit members a continuation of existing health, dental and vision benefits.

Bargaining unit members who elect to work less than 80% of full time but at least half time shall receive prorated fringe benefits equal to the percent of full time represented by their assignment if they agree to pay for the rest of the insurance premium. Those working less than 50% or who do not elect to pay the remainder of the premium will not receive fringe benefits. Those working 80% of full time or more will receive full fringe benefits.

Bargaining unit members with Governing Board of Education approved unpaid health leaves of absence shall have the option to continue to receive health, dental, and vision insurance coverage for the period of the leave upon reimbursement of the Governing Board of Education for the entire cost of the premium.

Should a bargaining unit member's employment terminate following the last day of the school year and before the commencement of the ensuing school year, such bargaining unit member shall be entitled to continued coverage under the health, dental, and vision care plan until September 1st of the ensuing school year.

Section 125

The District will implement an IRS Section 125 plan for bargaining unit members beginning September 1, 1999. The parties will meet to determine the details of the implementation.

ARTICLE 19
COMPENSATION

This article shall be used to determine:

A. Application

1. The certificated salary schedule for the 2022-2023 school year.
2. The District contributions for health, dental and vision insurance for unit members effective July 1, 2022.
3. Maintaining manageable class sizes within the District is an essential component of providing the District's students with a quality education. The purpose of this article is to establish a means for determining the number of bargaining unit members assigned to school sites and the size of classes taught:

Whenever administratively practicable, while prioritizing student needs, and in consideration of certain factors, including but not limited to: LCFF, federal, state and local revenue sources; staffing allocation, master schedule considerations, credentialing; facilities, notwithstanding unforeseen circumstances.

B. Salaries

1. Effective July 1, 2022, the District shall increase the current 2021-2022 salary schedules for each bargaining unit by 10%.
 - a. Additionally, the District shall pay a 2% off-schedule bonus for all unit members employed on December 16, 2022, based on the 2022-2023 salary schedule. The 2% shall be calculated on the 10% increased salary schedule.
 - i. Unit Members who retire between 7/1/2022 and 12/16/2022 shall receive this 2% off schedule bonus.
 - b. The 10% increase amount shall also be paid retroactively to 7/1/2022 to members who receive stipends on:
 - i. Article 17 Extra Pay Assignments
 - ii. MOU for Independent Study and CTE Assignments
2. Fully fund step and column for the 2022-2023 school year.

C. Health, Dental, and Vision Insurance

1. The parties agree to change the current Group Purchasing Organization ("GPO") effective July 1, 2023, until the parties meet and negotiate a future change to the GPO. The new GPO shall offer the same or equitable PPO and HMO product as currently offered. The District shall fully fund all eligible unit members in a plan, unless and until the parties reach a negotiated change (Including Vision and Dental), subject to Article 18 and paragraph 5 below.
 - a. Current Unit Members: The District shall offer Cash-in-Lieu to all eligible 80% or greater unit members who can prove they are covered by group medical coverage. Part-time eligible unit members currently enrolled in a District medical plan and can prove they are covered by group medical coverage are eligible for a prorated Cash-in-Lieu.
 - b. New Unit Members: New unit members are only eligible for Cash-in-Lieu if they are

employed 80% or greater, subject to the conditions in a. above.

c. The amount of the Cash-in-Lieu shall be prorated and paid as follows.

i. Beginning 7/1/2023, the Cash-in-Lieu shall be:

1. 80% or greater unit member: \$5,000
2. 75% to 79% unit member: \$3,750
3. 50% to 74% unit member: \$2,500

2. The current total cost of healthcare provided by the District is approximately \$25,772,544. Projected annual total costs of healthcare provided by the District in 2023-24 under the new GPO with the offerings in (2) above, is approximately \$21,697,756 with an additional potential savings of approximately \$1,095,000 from the Cash-in-Lieu program (Based on at least 75 currently covered Unit Members choosing Cash-in-Lieu) for an approximate total of \$20,602,756.
3. The parties agree that the Medical Advisory Committee of The District, VESPA and VUEA shall meet on a regular basis to assess the new GPO and to educate members about the plan and to discuss ways to educate unit members on choosing possible future cost-saving plans offered by the GPO. The committee will also have a goal of offering HSA plans to all eligible unit members in the future.
4. Medical Cost Trigger Once the total cost of health and welfare benefits in the new GPO exceeds \$23,195,289 (ninety (90%) of the current total amount of \$25,772,544) the parties agree to bargain in good faith (VUEA will be represented in the bargaining by their bargaining team), to explore all possible medical plan changes to keep the total cost below \$25,772,544. When an agreement is reached on changes, the changes shall be referred to formal bargaining to implement the agreed upon changes, based upon a vote by the VUEA membership and ratification by the VUSD School Board. It is the parties' intent that all eligible unit members' health and welfare premium costs be fully-funded by the District until there is a subsequent, negotiated total compensation agreement.
5. Retiree Health and Welfare Benefits The parties agree to explore options for providing more low cost retiree-paid health and welfare benefits options from the GPO.

D. Health and Welfare Retirement Plan Deferred Compensation

1. This section of this article applies only to unit members who were employed by the district prior to June 30, 1993.
2. This section of this article applies only to unit members who were employed by the district prior to June 30, 1993.
3. The unit members who are eligible for the retirement plan deferred compensation under the Agreement between the Ventura Unified School District and the Ventura Unified Education Association for the period of July 1, 1992, to June 30, 1995, (Appendix G) will remain eligible for the retirement plan deferred compensation.
4. Eligible unit members who retire from the Ventura Unified School District under STRS or PERS will receive a deferred compensation amount of \$1,500 for each year of service plus one year not to exceed 30 years based upon the unit member's years of service and their level of benefits as of June 30, 1993.

The deferred compensation amount will be paid annually over a five (5) year period according to Appendix G, upon the bargaining unit member's retirement from the Ventura Unified School District as verified by STRS or PERS. The first installment will be paid within 90 days of the bargaining unit member's retirement date; the remaining installments will be paid in January.

ARTICLE 20
MAINTENANCE OF CONDITIONS

For the life of this Agreement, the District will maintain its current written policies on leaves, transfers, safety conditions, class size, procedures for evaluations, wages, health and welfare benefits, and hours of employment, or accept these items in the contract as they have been modified during the current negotiations. The District shall also maintain current written settlement agreements between the parties to this agreement.

If during the life of this Agreement the State legislature takes actions to change the present Education Code sections related to teacher layoffs and places the responsibility for layoff procedures into the hands of the local board of education, then layoff procedures will be negotiated at that time.

ARTICLE 21
EFFECT OF AGREEMENT

It is understood and agreed that the specific provisions contained in Agreement shall prevail over District practices and procedures and over State laws to the extent permitted by State law, and that in the absence of specific provisions in this agreement such practices and procedures are discretionary with the District.

ARTICLE 22
SUPPORT OF AGREEMENT AND COMPLETION OF NEGOTIATIONS

The District and the Association agree that it is to their mutual benefit to encourage the resolution of differences through the negotiation process. During the term of this Agreement, the Association expressly waives and relinquishes the right to meet and negotiate on all items within the scope of representation and agrees that the district shall not be obligated to meet and negotiate with respect to any subject or matter whether or not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both the District or the Association at the time they met and negotiated on and executed this Agreement except as otherwise noted in this agreement. It is agreed that the Association and the District will support this Agreement for its term and will not appear before any public bodies to seek change or improvement in any matter subject to the meet and negotiation process except by mutual agreement of the District and the Association.

ARTICLE 23
SAVINGS PROVISION

If any provisions of the Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will be deemed invalid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

ARTICLE 24
TERM

This Agreement shall remain in full force and effect, up to and including June 30, 2024. Unless and until mutually amended in writing by the parties, each party agrees to notify the other in writing no later than March 15, and from year-to-year thereafter. Notwithstanding the foregoing, however, after the conclusion of fact-finding, either party may terminate this Agreement with forty-eight (48) hours written notice to the other party.

In each of the school years, 2021-22, 2022-23, and 2023-24, each party may open two articles for negotiation, in addition to Article 19 (Compensation). Additional article(s) may be opened at any time, if both parties to the contract mutually agree.

ARTICLE 25
PEER SUPPORT AND ASSISTANCE

A. General Rules and Principles

1. The PSA program is designed to improve the quality of instruction in VUSD through expanded and improved professional development and peer assistance to volunteer bargaining unit members who volunteer to participate.
2. The VUSD/VUEA Peer Support & Assistance Program is a locally developed teacher resource program for permanent Certificated Bargaining unit members.
3. All documentation and information related to participation in the PSA Program be regarded as a personnel matter, and as such is subject to the personnel record exemption in Government Code 6250 et.seq.
4. All proceedings and materials related to the PSA Program shall be strictly confidential. Therefore, PSA Panel members and PSA Teachers may disclose such information only as necessary to administer this article.
5. The committee will not spend more money than is allocated for the PSA Program.

B. Formation and Governance of PSA Panel

1. The PSA Panel shall consist of three members, two of whom shall be certificated classroom teachers or the VUEA President and are appointed to serve by the VUEA. The VUSD shall appoint an administrator to the PSA Panel.
2. The PSA Panel shall establish its own meeting schedule. To meet, all three of the members of the PSA Panel must be present. Teachers who are members of the PSA Panel may be released from their regular duties to attend meetings, without loss of pay or benefits.

C. Responsibilities of the PSA Panel

1. Establishing its own rules of procedure, including the method for the selection of a Chairperson. The Chairperson may be rotated between the representative from VUEA and the representative from VUSD.
2. Selecting of PSA teachers. PSA teachers shall be selected from permanent bargaining unit members or retired bargaining unit members based on qualifications. The selection of a PSA mentor teacher shall require unanimous approval by the PSA Panel and the site principal.
3. Providing training for PSA Teachers prior to the PSA Teacher's participation program, if needed.
4. Sending written notification of participation in the PSA program to the Volunteer Participating Teacher, the PSA Teacher, and the site principal.
5. Making available a list of Peer Support & Assistance Teachers for selection by the participating Teacher.
6. Establishing rules and procedures to effect the provisions of this Article. These rules and procedures will be consistent with the provisions of this Agreement, and to the extent there is an inconsistency, the Agreement will prevail.

7. Determining the number of Consulting Teachers in any school year will be based upon participation in the PSA Program and the available budget.
8. Providing an Annual Report of participation and operations of the PSA Program in order to improve it.
9. Reimbursing the program participants for pre-approved expenditures.
10. VUEA, at its discretion, may contribute funds to the PSA program budget. Expenditures of these funds requires a unanimous vote of the PSA Panel.

D. Volunteer Participating Teachers

1. A Volunteer Participating Teacher is a teacher who volunteers to participate in the PSA program. The purpose of participation in the PSA Program for the Volunteer participating Teacher is for peer support or assistance only. The PSA Teacher shall not participate in a performance review of the Volunteer participating Teacher.
2. The Volunteer Participating Teacher has the right to be represented throughout these procedures by the VUEA representative of their choice.
3. Teacher may volunteer for support or assistance by contacting their principal, the VUEA President (or designee), or another representative of their choice.
4. The Volunteer Participating Teacher may terminate their participation in the PSA Program at any time.
5. Teachers who are given a formal Improvement Plan as part of their performance evaluation shall be offered confidential Peer Support and Assistance as part of the support plan to improve performance.
6. The assistance plan may include activities to improve either instructional practice, content knowledge/subject and preparation, or both.
7. All communication between the PSA Teacher and a Volunteer Participating Teacher shall be confidential.

DI. PSA Teachers

1. A PSA Teacher is a teacher who provided support or assistance to a Participating Teacher pursuant to the PSA Program. The qualification for the PSA Teacher shall be set forth in the Rules and Procedures, provided that the following shall constitute minimum qualifications:
 - a. A credentialed classroom teacher with permanent status or a retired bargaining unit member.
 - b. Have at least 5 years of experience as a classroom teacher
 - c. Shall demonstrate exemplary teaching ability, as indicated by effective communication skills, subject matter knowledge, and mastery of diverse range of teaching strategies necessary to meet the needs of pupils in different contexts.
2. PSA Teachers shall be selected by the unanimous recommendation of the PSA Panel. The PSA Panel may make classroom observations for purposes of selecting PSA teachers.

3. A PSA Teacher shall be provided release time necessary to provide services to the Volunteer Participating Teacher
4. Functions performed pursuant to this Article by bargaining unit employees or a retired bargaining unit member shall not constitute either management or supervisory functions. The non-retired PSA Teacher shall continue to have all the rights of bargaining unit members.
5. PSA Teachers shall have the responsibility for no more than a reasonable number of Volunteer Participating Teachers. Each Volunteer Participating Teacher shall receive a reasonable number of hours or assistance per semester from the PSA Teacher. PSA Teachers shall assist Volunteer Participating Teachers by demonstrating, observing, coaching, conferencing, referring or by other activities, which, in their professional judgment, will assist the Volunteer Participating Teacher.
6. The PSA Teacher shall meet with the Volunteer Participating Teacher and the Principal to discuss the PSA Program, to establish mutually agreed upon performance goals, develop the assistance plan and develop a process for determining successful completion of PSA Program.
7. The PSA Teacher shall monitor the progress of the Volunteer Participating Teacher and shall provide periodic written reports to the Volunteer Participating Teacher for discussion and review. These reports shall only be given to Volunteer Participating Teacher.
8. The PSA Teacher may choose to terminate the assistance to the Volunteer Participating Teacher at any time.

F. Hold Harmless

1. The District agrees to indemnify and hold harmless members on the PSA Panel and PSA Teachers from any liability arising out of their participation on the Peer Support & Assistance Program as provided in Education Code Section 44503, Subdivision (c) and Government Code Sections 810-825 of the California Government Code.

ARTICLE 26

This Article Intentionally Left Blank

ARTICLE 27
SITE-BASED DECISION-MAKING

Purpose:

Site-Based Decision-Making (SBDM) is a joint-planning and problem-solving process that seeks to improve the learning environment by allowing for organizational change and educational reform in the best interest of student outcomes. Decisions should be made with this purpose in mind and management/employee concerns with implementation (the impacts) will be negotiated as required by law.

Decision-making at the site level should be shared by staff in a collegial manner, while recognizing that the decision must conform to the VUEA/VUSD Collective Bargaining Agreement, board policy, Education Code, State and Federal Law, Personnel Commission Rules and Regulations, and/or other laws and regulations unless waivers have been granted.

Structure: There will be two types of councils:

School Site Council: The existing school site council shall be utilized in this process. The School Site Council (SSC) shall be comprised of the following membership:

1. 50% district personnel
 - a. principal,
 - b. one classified unit member
 - c. three certificated unit members;
2. 50% parents and students in the middle and high schools and parents only in the elementary schools.

Each group will elect its representatives to the SSC. If a SSC is going to be larger than 10, parity must be maintained as described above.

School Site Council will receive initial SBDM proposal and accept or reject.

District Steering Council:

Annually the District shall set-up a District Steering Council comprised of four (4) management employees selected by the district, two non-management unit members selected by VESPA and two non-management unit members selected by VUEA. The District Steering Council shall elect one of its members as the chair. The chair will meet with a member of each of the other representative groups to mutually prepare the agenda. The duties and functions of this council are:

1. Provide assistance and information to School Site Councils in regard to SBDM.
2. Review School Site Council's proposed SBDM plans. Approve or reject SSC's proposed SBDM plan. (Schools will continue current practices related to categorically funded programs pending approval of their SBDM plan).
3. Act as an appeals board in case of disagreement at the School Site Council level.
4. In order for the District Steering Council to take action, it must consist of a quorum of equal numbers of management and labor and no less than six (6) total Council Members.
5. In the case that the District Steering Council does not reach resolution, the case will be taken to the Board of Education for approval or rejection.

Contract Waiver Requests:

Proposals must conform to the VUEA/VUSD Collective Bargaining Agreement, unless a waiver is granted in accordance with the procedures outlined in this Article. Waivers of State and Federal laws, district policies, and/or Personnel Commission Rules and Regulations are not permitted.

The following Articles in the VUEA/VUSD Collective Bargaining Agreement shall not be eligible for a waiver: Recognition, Evaluation, Salary Schedule and Benefits, Assignment and Transfers, Management Rights, Association Rights, Professional Dues & Payroll Deduction, Grievance, Discipline and Non-Discrimination.

Renewal of waiver(s) must be done prior to the end of the school year in which the waiver(s) expires.

Scope of Decisions:

The following list includes only a few possible issues that could be resolved through site-based decision-making. Each site would need to examine its own unique issues and opportunities for involvement.

1. Allocation of resources (i.e., school-site budgets, personnel) within district policies and using good personnel and business practices.
2. Student discipline policies/attendance policies within frameworks of current and future board policies
3. Integration of curriculum within context of state frameworks and district accountability standards
4. Learning strategies for special needs students using the federal, state and district guidelines
5. Restructuring school day, number and time of classes, planning time within district standards, current and future board policies, and the collective bargaining agreements
6. Community outreach program
7. Relationships among various work groups
8. Goals and objectives for the school within the standards set by the district
9. Assignment of students, scheduling of classes within collective bargaining agreements and standards set by the district
10. Development of standing and/or ad hoc committees as needed.

Procedures for Site-Based Decision making:

A school site must follow steps #1-6 in order to implement school site change(s) that affect the VUEA/VUSD Collective Bargaining Agreement:

1. Proposal Development at School Site
2. Initial Site Voting on Proposal (1/3 majority required)
3. School Site Council Approval
4. District Steering Council (DSC) Approval
5. Final School Site Approval Voting (2/3 majority required)
6. Contract waiver(s) upon ratification by VUEA and VUSD shall be written and fully incorporated into the VUEA and VUSD Contract by use of Memorandum of Understanding(MOU). The MOU(s) shall contain the specific site subject to the waiver(s), the nature/description/details of the waiver(s), the effective date, the duration of the waiver(s), and the process for renewal of the waiver(s).

Proposal Development at School Site

Any VCEA or VUEA bargaining unit member or management employee regularly assigned to the school site may initially develop proposals seeking to improve the learning environment by allowing for organizational change and/or educational reform.

Initial Site Voting on Proposal

The proposed plan shall be presented in writing and fully explained at a regularly scheduled staff meeting.

If one third or more of the school site's VESPA & VUEA bargaining units' members (full-time, part-time, or itinerant), voting by secret ballot, vote affirmatively on the proposal, the proposal goes to the School Site Council for consideration. VESPA and VUEA Site Representatives shall oversee the process. Absentee ballots may be allowed.

The initial vote must be held before November 1st. Successful proposals must be submitted to the School Site Council before December 1.

School Site Council Approval

The proposal shall proceed to the existing School Site Council for approval or disapproval. If approved, the proposal shall proceed to the District Steering Council.

If SSC meetings are held during the regular school day, release time shall be provided for bargaining unit members to serve on this council.

The School Site Council must act on the proposal prior to December 15.

District Steering Council Approval

No later than January 15, the council shall:

1. Review the proposed plan for alignment with the VUEA/VUSD Contract, board policy, Education Code, State and Federal Law, Personnel Commission Rules and Regulations, and/or other laws and regulations.
2. Approve or reject the proposed plan.
3. Act as an appeals board in cases of disagreement at the SSC level.
4. Set the deadline for the final school site vote.

If DSC meetings are held during the regular school day, release time shall be provided for bargaining unit members to serve on this council.

Final School Site Approval Voting

If the DSC approves the proposal, a final site election shall be held by February 15.

To approve a proposal, two-thirds or more of the school site's VESPA, and two-thirds or more of the school site's VUEA bargaining unit members voting by secret ballot must vote as follows:

1. All aspects of the elections shall be conducted and overseen by VESPA and VUEA, respectively.

2. All current full-time, part-time and/or itinerant site bargaining unit members are eligible to vote.
3. Election will be held over a minimum of five (5) working days
4. Absentee ballots shall be allowed
5. Two-thirds (2/3) of eligible staff members must vote to make it a legitimate election.
 - a. The final affirmative vote count must be at least 60% of all eligible bargaining unit members at the site.
6. Voters will be provided the opportunity to abstain. Abstentions will not be factored into the results.

ARTICLE 28
RIGHTS OF PROBATIONARY EMPLOYEES

If a second year probationary teacher is notified of their non-reelection, they may request, in writing, the reason for such non-reelection. The second year probationary teacher may appeal their non-reelection by requesting a hearing from the Board on a form that includes a statement that the Board's decision is final and binding. An Association representative may accompany the probationary teacher to the meeting with the Board. The Board will not place in the personnel file the statement of reasons, the request for hearing, and the findings of the hearing.

In no case will a probationary teacher be non-reelected if the evaluation procedures have not been followed. The evaluation procedures shall not be invalid based upon non-substantive procedural errors committed by the School District or Board of Education unless the errors are prejudicial errors.

ARTICLE 29
RETIREMENT PROGRAMS

A. Retired Annuitant Program

1. Definition: The Retired Annuitant Program (RAP) is a program designed to allow retired bargaining unit members the opportunity to return to work on a contractual part time basis as a temporary employee within the STRS guidelines. RAP participants shall remain bargaining unit members as temporary employees.
2. Requirements: The bargaining unit member shall have reached a minimum age of 55 and have been an employee of VUSD for at least ten years. The bargaining unit members in this program shall retire from their position with VUSD and shall not return to regular employment in VUSD except under exceptional circumstances pursuant to board policy and within STRS guidelines. Participation in this program will be at the discretion of the Superintendent or designee.
3. The bargaining unit member and VUSD will enter into a written contract per CalSTRS guidelines. The bargaining unit member may be hired into a job share at the elementary level or a specified number of periods at the secondary level. The contract shall specify the assignment, salary, length of contract, work schedule, and be signed by the employee and the district. The contract may be for one, two or three trimesters, or one or two semesters, or another agreed upon length up to a maximum of one school year; contract may be renewed at the discretion of the Superintendent or designee on a year-by-year basis.
4. The contract may be changed or terminated by mutual agreement between the bargaining unit member and VUSD or pursuant to the rules and regulations pertaining to temporary employees.
5. Participants may work up to the amount allowable by STRS guidelines. It is the retired temporary employee's responsibility to monitor their STRS earnings limit.
6. The bargaining unit member shall initially be placed at step 6 of the certificated salary schedule and if employed in succeeding years, shall be eligible to advance up to step 10.
7. RAP participants may receive health and welfare benefits as follows
 - a. RAP participants working in at least an 80% assignment, shall receive fully-paid health and welfare benefits.
 - b. RAP participants working between 50% and up to 80% shall receive prorated health and welfare benefits equal to the percent of full-time represented by their assignment if they pay for the remainder of the cost of the insurance premium.

B. Pre-Retirement Workload Reduction Plan

A bargaining unit member may request to participate in a pre-retirement workload reduction plan, contingent upon the approval of the Ventura Unified School District. VUSD has the option to grant or deny this option to a bargaining unit member on a yearly basis.

1. Eligibility:
 - a. Have reached a minimum of 57 years of age prior to the first day of the assignment.

- b. The bargaining unit member must submit their request to participate in the pre-retirement workload reduction plan by March 15th for each year of participation. The request must be approved by the Superintendent or their designee.
 - c. A bargaining unit member must have been employed in a certificated position for at least 10 years within the Ventura Unified School District.
 - d. The bargaining unit member must enter into a written agreement with VUSD regarding the terms of their reduced workload agreement.
2. The bargaining unit member may be assigned:
- a. A 60% to 90% position.
 - b. The exact assignment amount shall be reached in a mutual agreement between the District and the bargaining unit member.
 - c. The assignment amount may only be adjusted by a mutual agreement of the District and the bargaining unit member.
3. PRWRP participants may receive health and welfare benefits as follows:
- a. PRWRP participants working in at least an 80% assignment, shall receive fully-paid health and welfare benefits.
 - b. PRWRP participants working between 60% and up to 80% shall receive prorated health and welfare benefits equal to the percent of full-time represented by their assignment if they pay for the remainder of the cost of the insurance premium.
4. The bargaining unit member shall file an application for reduced services employment with the personnel office by March 1st for the following school year. Application for renewal must be made each year of participation by the March 1st deadline.

ARTICLE 30
PROFESSIONAL COURTESY / PERB SETTLEMENT AGREEMENT

This agreement was made between Ventura Unified School District (“District”) and the Ventura Unified Education Association in settlement of PERB Case No. LA-CE-3695 and No. LA-CE 3696 (collective referred to as “Unions) on January 10, 1997.

The following is agreed to:

- A. Any bargaining unit member of either Union shall be allowed to establish residence for purposes of determining where the child of such member shall attend school in any regular education program, by (a) the actual residence of the member or the child if the child does not reside with the member, or (b) the site where the employee is assigned to work within the District, at the employee’s option.
- B. In addition, any bargaining unit members are granted other options (note asterisks) to alleviate transportation, childcare and/or school preference concerns of the employees. For purposes of this agreement, “regular education program” is defined as any program where enrollment is based on residence. “Regular education program” does not include special education programs made available under the Individuals with Disabilities in Education Act (20 U.S.C. section 1401) et seq. and Education Code section 56000 et seq.
- C. Any past practice alleged in the unfair charges or complaints in PERB Case No. LA-CE-3695 or PERB Case No. LA-CE-3696 regarding where a bargaining unit member’s child could attend school within the District is hereby extinguished. The exclusive means for determining where an employee’s child shall attend school within the District shall be based on paragraph 1 above, as well as any District policies which are made available to residents of the district in general.
- D. Bargaining unit member option chart:

If a bargaining unit member’s worksite is in column one, they may enroll their children at the schools listed:

BARGAINING UNIT MEMBER WORK SITE	ELEMENTARY SCHOOL	MIDDLE SCHOOL	HIGH SCHOOL
Adult Education	Montalvo	Cabrillo	Ventura
Anacapa	Elmhurst	Anacapa	Ventura
Balboa	Poinsettia	Balboa	Buena
Buena	Elmhurst	Anacapa or Balboa*	Buena
Cabrillo	Lincoln	Cabrillo	Ventura
Citrus Glen	Citrus Glen	Balboa	Buena
DATA	E.P. Foster	DATA	Ventura
E.P. Foster	E.P. Foster	DATA	Ventura
Education Service Center	EP Foster	DATA	Ventura
El Camino	Loma Vista	Cabrillo	El Camino or Ventura
Elmhurst	Elmhurst	Anacapa	Buena
Foothill	Poinsettia	Anacapa	Foothill
J. Serra	J. Serra	Balboa	Buena
Juanamaria	Juanamaria	Balboa	Buena
Lemon Grove	Lemon Grove	Cabrillo	Ventura
Lincoln	Lincoln	Cabrillo	Ventura
Loma Vista	Loma Vista	Cabrillo	Ventura
Montalvo	Montalvo	Anacapa or Balboa*	Ventura or Buena*
Mound	Mound	Balboa	Buena

BARGAINING UNIT MEMBER WORK SITE	ELEMENTARY SCHOOL	MIDDLE SCHOOL	HIGH SCHOOL
Pacific	Elmhurst	Anacapa	Pacific or Ventura
Pacific EIC	Elmhurst	Anacapa	Pacific or Ventura
Pierpont	Pierpont	Cabrillo	Ventura
Poinsettia	Poinsettia	Anacapa Balboa*	or Buena
Portola	Portola	Anacapa Balboa*	or Buena
Project Secure	Poinsettia	Anacapa	Buena
ATLAS	ATLAS	Balboa	Buena
Saticoy Early Intervention Center	ATLAS	Balboa	Buena
Sheridan Way	Sheridan Way	DATA	Ventura
Sunset	Sunset	DATA	Ventura
Ventura	Loma Vista	Cabrillo	Ventura
Will Rogers	Will Rogers	Cabrillo	Ventura

Other and future sites refer to District School Boundary Directory.

*Refer to section B of this article

**ARTICLE 31
SPECIAL EDUCATION**

1. Special Education Class Size and Release Time

a. Class Size:

Whenever administratively practicable, while prioritizing student needs, and in consideration of certain factors, including but not limited to: LCFF, federal, state and local revenue sources; staffing allocation, master schedule considerations, credentialing; facilities, notwithstanding unforeseen circumstances, the following class sizes shall be maintained:

Self-Contained Class Type	Mild/Moderate	Moderate / Severe	Autism (Mild / Moderate)	Autism (Moderate / Severe)	Emotionally Disturbed	Deaf / Hard of Hearing
Grade Level	Class Size	Class Size	Class Size	Class Size	Class Size	Class Size
Pre School	12	12	-	-	-	12
TK Kindergarten	12	10	10	10	10	10
Grade 1	12	10	10	10	10	10
Grades 2-3	12	10	12	10	10	12
Grades 4-5	14	10	12	10	12	12
Grade 6	16	12	14	10-12	12	12
Grade 7-8	16	12	14	12	12	12
Grade 9-12	20	14	14	12-14	14	n/a

Resource Specialists	28:1 (Ed Code 56195.8 (c))
Middle School Specialized Academic Instruction Teachers	25:1

b. Special Education Teacher Release Time:

To assist with caseload management, Special Education Teachers will be authorized release time as follows:

All Special Education Teachers serving Special Education students (ages 0-21) and assigned a student-caseload, will be offered 2 optional-paid days prior to the pre-service days/beginning of school year to assist them with their caseload management. Days must be pre-approved by the site principal and worked on site.

All Elementary (grades TK-5) Special Education Teachers serving Special Education students and assigned a Special Education student-caseload, will be authorized to use up to 6 optional days (or 12 half days) of substitute coverage per school year to give them classroom release time to assist with caseload management, i.e. assessments, IEP Meeting prep, report writing, etc. Days not used in the current year shall not roll-over into the next school year. Days must be pre-approved by the site principal and worked on site.

Preschool special education teachers shall receive two (2) half-day release days during instructional time during spring trimester in order to assess students on their caseload for kindergarten transitions.

All Secondary (grades 6-12) Special Education Teachers serving Special Education students and assigned a Special Education student-caseload, will be authorized to use up to 10 optional days (or 20 half days) of substitute coverage per school year to give them classroom release time to assist with caseload management, i.e. assessments, IEP Meeting prep, report writing, etc. Days not used in the current year shall not roll-over into the next school year. Days must be pre-approved by the site principal and worked on site.

The caseload management days (or half days) may be used for IEP meetings at the discretion of the bargaining unit member.

The high school, IEP meetings may be scheduled, at the discretion of the bargaining unit member, during the Caseload Manager's prep period (if they have one).

2. Speech Language Pathologists

SLP Caseload

Grade Span	Caseload	NTE
TK 12 (including Rtl)	52	55
EIC Preschool	40	40

Average SLP Caseloads are comprised of all students receiving speech services, not just students with speech services designated in an IEP

3. Full Inclusion:

Special Day Class students who are placed full-time into a regular education classroom for whom curricular, and/or behavioral modifications are needed.

Full inclusion is that special education option determined by an IEP team that places a severely handicapped student in an age appropriate regular education classroom on a full-time basis. The included student is handicapped to such a degree that significant curricular modifications are required which necessitate the collaboration of regular and special education teachers. Special Education services which these students require will still be provided, i.e. hearing aids, Braille machine, etc. There is no prerequisite for the student to be included in the regular classroom and the student is not expected to meet the same curricular and/or behavioral standards. Behavioral intervention documents may be utilized to assist the inclusion process.

The above does not include students who are deaf/hard of hearing, orthopedically impaired, visually impaired, or other health impaired as their sole handicapping condition.

a. Full Inclusion Planning Team

A Full Inclusion Planning Team consisting of the principal, school psychologist, resource specialist or Special Day Class teacher, other support staff, and the general education teacher(s) with identified full inclusion pupils shall be organized at each site with identified full inclusion pupils.

b. Full Inclusion Funds

Each full inclusion site shall receive an additional allocation of at least \$1000 per site to support planning and implementation of the full inclusion program. The funding for this program will be negotiated annually. The Full Inclusion Planning Team shall determine the utilization of these funds to support full inclusion at their site.

c. Full-Inclusion Teacher Release Time

Two full days or four half days per school year of release time for each teacher with a full inclusion student to either consult, observe or plan with case manager. One day release time shall be allocated to unit members who are teachers of identified full inclusion pupils or to provide planning time with the Resource Specialist or Special Day teacher, and other support personnel.

Unit members impacted by full inclusion will be provided with specialized training necessary for successful implementation. Such training shall be at the unit member's request and funded by letter "B" above.

d. No Reduction In Staff

The implementation of a Full Inclusion Program shall not be utilized as a tool for a reduction in staff.

e. Class Size

The determination of the size of classes with fully included pupils shall take into consideration any extraordinary demands on physical space, unit member contact, and/or unit member supervision. The teacher has the right to appeal the decision of the Full Inclusion planning team. The teacher has a right to have an Association representative present. The class size for this program shall be negotiated annually.

f. Prior Notification

A unit member who will be impacted by full inclusion should receive prior notification. Placement shall occur only after the completion of the IEP process including administrative transfers for students coming from other districts.

4. The parties mutually agree that Article 31 shall be an additional re-opener for the 2023-2024 fiscal year.

ARTICLE 32
SPECIALIZED HEALTH CARE

Definition: Specialized Health Care procedures are specific health care needs identified in a medical protocol that may be performed on a daily basis to ensure the health and well-being of a student.

- A. The District shall comply with all Education Code and Title V provisions so unit members may work and provide specialized health care in a safe, appropriate environment.
- B. A plan of treatment (protocol) shall be developed by the student's doctor for that student if it has been determined that the student needs Specialized Health Care (SHC). The district assigned site school nurse shall develop a plan for the student with the assistance of the site administrator, district personnel, qualified health care personnel, the student's parent(s), and site personnel. The plan will stipulate the following:
 - 1. The extent of Specialized Health Care (continued/emergency).
 - 2. Bargaining Unit Members, except school nurses, and special education teachers assigned students with specialized healthcare needs, are not to be assigned a primary role, but will be trained to deal with emergencies. School nurses, and special education teachers with assigned special needs students are to be trained to provide services to such students. The District will not impact teacher's instructional time by first using the other trained site personnel to serve the student with the specialized health care need. Special education teachers are not expected to provide specialized health care services to students not assigned to them.
 - 3. Except in the case of emergencies, only school nurses will administer insulin shots.
- C. A qualified school nurse shall provide training to bargaining unit members so they can provide and conduct necessary specialized health care procedures.
Bargaining unit members (excluding school nurses) shall not be required to administer Diastat. Bargaining unit members who are temporary or probationary employees will not be asked to administer Diastat unless they are a licensed nurse or a school nurse.
- D. When the school nurse must train staff members to administer specialized health care procedures, they will seek volunteers to be trained.
- E. If the training is conducted during non-duty hours, the bargaining unit member will be remunerated at the District hourly rate of pay.
- F. If there are no volunteers to be trained, it will become the responsibility of the Teacher-In-Charge to be trained.
 - 1. In some cases, it may be necessary to have other unit members trained as back-ups in case of an emergency.
- G. In accordance with-Government Code 825, the District will represent any employee for claims or actions against the bargaining unit member for an injury arising out of an act or omission occurring within the scope of the bargaining unit member's employment.

ARTICLE 33
EMERGENCY / DISASTERS

At the end of each year, names of bargaining unit members at each site will be alphabetized by the CTA alphabet from the prior year to determine the order in which bargaining unit members will leave the site in the event of an emergency/natural disaster. Release will be made from the top of the list. Notification of release will be made by the designated site supervisor.

ARTICLE 34
ATTACKS, ASSAULTS, BATTERY & PHYSICAL THREATS

A. Definitions:

Attack To set upon or work against forcefully, to act on injuriously

Assault A violent physical or verbal attack

Battery The act of beating someone or something with successive blows; an offensive touching or use of force on a person without the person's consent

Threat An expression of intention to inflict evil, injury, or damage

B. Protocol:

Whenever any employee of Ventura Unified School District is attacked, assaulted or physically threatened by a student, the incident shall be **promptly** reported using the following procedures

1. The Bargaining Unit Member shall immediately inform their site supervisor/administrator.
2. The supervisor/administrator shall confirm the employee felt threatened. The supervisor/administrator will assess the likelihood of the student carrying out the threat; and if appropriate, issue a school suspension and consider a school expulsion recommendation.
3. The supervisor/administrator should consult with Student Support Services (SSS) office.
4. The Bargaining Unit Member and the supervisor/administrator should complete an Assault/Battery on School Employees form, notify local law enforcement (if appropriate), and forward completed form to Student Support Services.
5. Student Support Services (SSS) shall indicate the disposition on the form and send copies to law enforcement (if appropriate), Human Resources Department, the school, and if requested to the Bargaining Unit Member.

If the attack, assault or threat involved a parent or other community member, the incident shall be **promptly** reported using the following procedures:

1. The supervisor/administrator shall give *Notification of Disturbance, Interference with School or Loitering on School Grounds* notice to the perpetrator, and/or notify local law enforcement if incident constitutes a school emergency.
2. The administrator/supervisor should consult with Student Support Services Department (SSS).
3. The Bargaining Unit Member and the supervisor/administrator should complete an *Assault on School Employee* form, and forward form to SSS.
4. Student Support Services shall indicate the disposition on the form and send copies to law enforcement (if appropriate), Human Resources Department, the school, and if requested to the Bargaining Unit Member.

Student Support Services (SSS) will finalize form and depending upon investigation outcome will forward form to law enforcement

- C. The Board shall maintain within the course of this Agreement, a liability policy with a qualified insurer. (Liability Policy - The present policy is a \$10,000,000 combined single limit bodily injury and property damage policy - See Appendix B.)

- D. The District shall not take any action against a bargaining unit member who uses a restraining force in the performance of duties, unless and until such Bargaining Unit Member is found guilty of having committed a misdemeanor and/or felony as the result of having used force.
- E. When in the judgment of a Bargaining Unit Member, a student requires the attention of the principal, assistant principal, dean, counselor, psychologist, physician, or other specialist because the student's presence in the classroom is a threat to the safety of the Bargaining Unit Member, the Bargaining Unit Member shall so inform his principal or designee.

Upon notification, the principal or designee shall make a reasonable attempt to arrange, as soon as possible, a conference between the Bargaining Unit Member and the appropriate parties to discuss the problem and decide on the appropriate steps for its resolution.

ARTICLE 35
VUEA PRESIDENT'S RELEASE TIME

The VUEA President shall have 100% release time, and the VUEA contribution will be \$40,000 per year.

ARTICLE 36
INSTRUCTIONAL PLANNING AND PREPARATION TIME (BANKING TIME)

Banking time is a modified school schedule that is created by lengthening the student day on four days per week, and thereby being able to shorten the student day on one day per week. This allows for the teacher preparation time that has been reduced on four days to be banked for use by teachers for instructional planning and preparation purposes on the fifth day.

School faculties in grade K through 8 may choose to bank time within the guidelines of this article.

- A. Under this article, instructional planning and preparation time is teacher determined and may consist of instructional planning, preparation of instructional materials, or other individual teacher determined professional activities.

The District is prohibited from conducting meetings involving teachers during banked time or in any other way using banked time. Banked time is for teachers individually and collectively to plan, develop, and prepare the instructional program, as specified above.

- B. Schools that want to restructure the school day by banking time must do the following:
1. The site teaching staff in conjunction with the principal shall develop a plan for banking time.
 2. The plan can only be implemented if all three of the following conditions are met:
 - a. School Site Council approval
 - b. Bargaining unit members' approval (60% affirmative vote)
 - c. VUSD approval
 3. A VUEA Representative will conduct the voting by the bargaining unit members. All aspects of these elections shall be conducted and overseen by VUEA
 - a. Voting must be done by secret (written) ballot.
 - b. If the bargaining unit member vote meets the 60% affirmative requirement, the VUEA Representative will forward the results to the Assistant Superintendent of Human Resources and VUEA.
 - c. The final draft of the approved plan will be sent to the Assistant Superintendent of Human Resources and VUEA by March 10th.
- C. Banking Time will continue in subsequent years. If a bargaining unit member wishes to discontinue banking time, an election must be held as provided in section (3) above. A majority vote of greater than 50% is required to cease banking time.
- D. The Banking Time schedule which is implemented by this process requires the annual approval of VUEA and VUSD.

ARTICLE 37
CATASTROPHIC SICK LEAVE

A. Catastrophic Sick Leave Bank (CSLB) Creation and Administration:

1. The Association and the District agree to create a Catastrophic Sick Leave Bank effective September 1, 2005. The Catastrophic Sick Leave Bank shall be funded in accordance with the terms of section B below.
 - a. The intent of the Catastrophic Sick Leave Bank is to provide additional coverage for bargaining unit members who have suffered a catastrophic illness or injury.
2. Days in the Catastrophic Sick Leave Bank shall accumulate from year to year.
3. Days shall be contributed to the Bank and withdrawn from the Bank without regard to the daily rate of pay of the Catastrophic Sick Leave Bank participant.
4. The Catastrophic Sick Leave Bank shall be administered by a three (3) member Catastrophic Sick Leave Bank Committee appointed by the president of the Association. This committee shall have the responsibility of maintaining the records of the Catastrophic Sick Leave Bank, receiving draw requests, verifying the validity of requests, approving or denying the requests, and communicating its decisions to the participants. The Catastrophic Sick Leave Bank Committee shall also have the responsibility of communicating its decisions to the District's Certificated Human Resources and/or Payroll departments.
5. The committee's authority shall be limited to administration, and the committee shall approve all properly submitted requests complying with the terms of this article. Draws may not be denied on the basis of the type of illness or disability.
6. When all the unit member's available fully paid leave time has been exhausted (i.e., regular sick leave, off, etc.), the unit member will be placed on excess sick leave, i.e. five (5) school months at 50% pay. Refer to California Ed Code 44983, for current legislation for exhausted sick leave and access to excess sick leave.
7. A unit member who has exhausted all available sick leave, including all accumulated sick leave, would enter into excess sick leave (50% pay) status for five school months, which is understood to represent one hundred (100) consecutive working days. On the twenty-first (21st) consecutive work day of excess sick leave at fifty percent pay (50%), a unit member with an approved Catastrophic Sick Leave request, would receive compensation within the following parameters:
 - a. Fifty percent (50%) pay for the remaining eighty (80) days through excess sick leave.
 - b. The supplemental fifty percent (50%) pay for the remaining eighty (80) days of excess sick days would be compensated through the Catastrophic Sick Leave Bank.
 - c. Any draw from the Catastrophic Sick Leave Bank that extends beyond the period covered by excess sick leave will continue at the fifty percent (50%) pay until fully expended.
8. A draw from the Catastrophic Sick Leave Bank may not be used for illness or disability which qualifies the participant for Worker's Compensation benefits.
9. A draw from the Catastrophic Sick Leave Bank may not be used for absence related to pregnancy.

10. Draws from the Catastrophic Sick Leave Bank pursuant to Section A.6 and A.7 listed above and shall be approved only for unit members who are active participants of the Catastrophic Sick Leave Bank and who submit an official request for draw(s) to the Catastrophic Sick Leave Bank Committee.
11. Once a unit member has been granted a draw from the Catastrophic Sick Leave Bank, they will not be eligible for another draw from the Catastrophic Sick Leave Bank until one (1) year has elapsed since the end of the previous draw.
12. By December 5 of each school year, the District's Business Services Department shall notify the committee of the following:
 - a. The total number of days accumulated in the Bank on June 30 of the previous school year.
 - b. The total number of days contributed by unit members for the current year.
 - c. The names of participating unit members.
13. If the Catastrophic Sick Leave Bank is terminated for any reason, the days remaining in the Catastrophic Sick Leave Bank shall be forfeited to the District (E.C. 44043.5)

B. Catastrophic Sick Leave Bank- Eligibility and Contributions:

1. All Certificated employees (including Certificated management) who are:
 - a. a temporary employee who has been working within VUSD consecutively for five or more years
 - b. probationary or
 - c. permanent and who are on active duty with the district are eligible to contribute to and draw on the Catastrophic Sick Leave Bank.
 - d. Active unit members who want to enroll must complete the Catastrophic Sick Leave Enrollment form by September 30th to be eligible for participation for the remaining school year and all years after.
 - e. New eligible unit members shall have 30 calendar days from the start of their employment to enroll.
 - f. Members may withdraw at any time from the Catastrophic Sick Leave Bank by completing and submitting the Withdraw From Catastrophic Sick Leave Bank form.
2. Participation is voluntary, but requires contribution to the Catastrophic Sick Leave Bank. Only contributors will be permitted to draw from the Bank.
3. The annual rate of contribution by each participating unit member for each school year shall be one regular day of sick leave, which shall be deemed to equate to the legal minimum required by Education Code 44043.5 Section C.
 - a. Additional days of contribution will be required of participants if the number of days in the Bank falls below 50. Catastrophic Sick Leave Bank participants who are drawing from the Bank at the time of assessment will not be required to contribute to remain eligible to draw from the Bank. If a Catastrophic Sick Leave Bank participant has no remaining sick leave at the time of the assessment, they need not contribute the additional days to remain a participant in the Catastrophic Sick Leave Bank
 - b. If the number of days in the Bank at the beginning of a school year exceeds 1,000, no contribution shall be required of continuing unit members.

- i. Newly enrolled members shall have one day of their personal leave taken for the CSLB upon enrollment.
 - ii. Members returning from a leave of absence shall have one day of their personal leave taken for the leave bank upon return, if a draw was made in their absence for which they did not contribute.
- c. If additional days above the first and second draw are required, both the Association and the District agree to come back and negotiate this item. At any time, either the Association or the District can reopen this section of the contract. If this section of the contract is reopened during regular negotiations, it shall not be counted as a reopener if there are a limited number of articles that can be reopened.

C. Catastrophic Sick Leave Bank- Withdraw from the Bank:

1. Catastrophic Sick Leave Bank participants may draw from the Bank for any reason that qualifies them for the use of sick leave as per this article. If a participant is incapacitated, the application may be submitted to the committee by an agent or member of the participant's family. Participants initially applying to draw from the Catastrophic Sick Leave Bank will be required to submit a doctor's statement indicating the nature of the illness or injury and the probable length of absence from work. Members of the committee shall keep information regarding the nature of the illness confidential.
2. A participant's draw from the Bank may not exceed the statutory maximum period of twelve (12) consecutive months.
3. Before applying for leave from the Bank, participants must use all available and accumulated sick leave time (excluding excess sick leave) available to them.
4. The administration of Catastrophic Sick Leave Bank unit member approval is the sole responsibility of VUEA, and the District shall not have any grievance filed against it with regards to this article.

ARTICLE 38
TEMPORARY EMPLOYEES

A Temporary Employee, for purposes of this article (38) is a bargaining unit member not serving as a permanent or probationary employee.

1. The terms and conditions of this article (38) shall apply to all Temporary Bargaining Unit Members.
2. The District shall supply the VUEA a list each semester of Bargaining Unit Members in temporary assignments, including name, position, worksite and length of contract.
3. Temporary Bargaining Unit Members' positions shall be posted on or before April 20th of each school year.
4. Temporary Bargaining Unit Members shall be notified if they will not be included in the interview process for the position they currently hold. A violation of this article section (Article 38, Section 4) shall not be grounds for a grievance.
5. Temporary employees shall be permitted to apply and if selected, interview for vacant positions within their credentialed area.
6. The district shall endeavor to notify temporary bargaining unit members prior to the end of the school year of their projected or current employment status for the following school year.

APPENDIX “A” Index

Reference Set

Standards

- California Standards for the Teaching Profession
- California Standards for the School Counseling Profession
- VUSD Standards for Speech/Language Pathologist Profession
- VUSD Standards for School Nurse Profession

Performance Evaluations

- Teacher Performance Evaluation
 - TEMP & PROB Teacher Performance Evaluation
 - PERMANENT Teacher Performance Evaluation
- Counselor Performance Evaluation
 - TEMP & PROB Counselor Performance Evaluation
 - PERMANENT Counselor Performance Evaluation
- Speech Pathologist Performance Evaluation
 - TEMP & PROB Speech/Language Pathologist Performance Evaluation
 - PERMANENT Speech/Language Pathologist Performance Evaluation
- School Nurse Performance Evaluation
 - TEMP & PROB School Nurse Performance Evaluation
 - PERMANENT School Nurse Performance Evaluation

Peer Review

Written Assistance Plan

VENTURA UNIFIED SCHOOL DISTRICT
Reference Set
EVALUATIONS OF CERTIFICATED PERSONNEL
Teacher, School Counselor, School Nurse, Speech/Language Pathologist

I. Guidelines for Evaluation

The Bargaining unit member being evaluated shall meet with his/her evaluator to review Standards for their Profession on or before October 31st each year. The standards are outline in the California Standards for Teachers or Counselors or the adopted Ventura Unified Standards for Speech/Language Pathologist or School Nurse Profession listed below:

- Teachers: California Standards for the Teaching Profession
- School Counselors: California Standards for the School Counseling Profession
- School Nurses: Ventura Unified Standards for the School Nurse Profession
- Speech/Language Pathologist: VUSD Standards for the Speech/Language Pathologist Profession
- Teacher/Librarian: California Standards for Teacher/Librarian Profession

These six (6) standards for each group shall provide the goals/framework for Certificated Employee Evaluations for (Teachers, School Counselors, Speech/Language Pathologist, School Nurses, and Teacher/Librarian).

II. Implementation of the Policy

One-half of the permanent staff will be formally evaluated each year.

A. Pre-Conference Guidelines (for Temporary, Probationary and Permanent Bargaining Unit Members)

1. A pre-conference for bargaining unit members to be evaluated will be held by October 31. The purpose of the pre-conference is to review the Standards for the employee's Profession to determine the evaluation focus. At that time the evaluator and the bargaining unit member may agree that some elements of the standards are not applicable (NA) to the employee's assignment and may mark them NA at that time.
2. If there is disagreement about which of the elements is not applicable (NA), the parties may invite the Assistant Superintendent of Certificated Human Resources to assist in resolving the differences. The Assistant Superintendent shall recommend alternatives to the unit member and evaluator.

B. Probationary/Temporary Bargaining Unit Members – A minimum of three conferences between the bargaining unit member and the evaluator shall be held each year.

1. The Pre-conference shall be held by October 31.
2. The fall evaluation conference shall be held on or before November 30.
3. The spring evaluation conference shall be held on or before March 1.
 - a. A written copy of the evaluation will be provided to the probationary/temporary bargaining unit member on or before March 15.

- C. Permanent Bargaining Unit Members – A minimum of two conferences between the bargaining unit member and the evaluator shall be held during the year the employee is to be formally evaluated.
1. The pre-conference shall be held by October 31.
 2. The spring evaluation conference shall be held 60 days prior to the last regular school day. A written copy of the evaluation will be provided to the permanent bargaining unit member 60 days prior to the last regular school day.
 3. Permanent personnel may elect to have another permanent bargaining unit member do their evaluation with their administrator's approval (see checklist for Peer Review Process). Peer Review must be completed by April 13, if not, the process reverts back to site administrator who has until May 30 to complete Evaluation Process.

III. Responsibility for Evaluation

The Superintendent will designate each building principal as the individual responsible for notifying the bargaining unit member of unsatisfactory performance. At the District level, the Superintendent will designate the individuals who are responsible for evaluation.

The building principal has the primary responsibility for the evaluation of all bargaining unit members assigned to the site. The principal may share these duties with the assistant principal(s), other certificated administrators or other approved staff, as outlined above.

IV. On the Job Observation – Visitations

There shall be a minimum number of two observations for Probationary/Temporary bargaining unit members and one observation for permanent bargaining unit members made with their full knowledge. Observations may be scheduled or un-scheduled, at the request of the bargaining unit member. Additional observations may be requested by the evaluator and the bargaining unit member or by the evaluator. A conference between the evaluator and the bargaining unit member shall be scheduled not more than five school days after any observation, if the observation is to be used as part of the evaluation.

V. Goals/Support

Goals/Support related to a standard must be listed on the evaluation if any box is checked emerging. The Goal/Support shall describe goals for the element and the support the district will provide the bargaining unit member.

VI. Improvement Plan

An Improvement Plan is necessary when the evaluator marks Needs Improvement on any element on the evaluation form. The Improvement Plan will describe how the bargaining unit member needs to improve.

When an Improvement Plan is needed, the principal/designated administrator will write the Improvement Plan. At the bargaining unit member's request, the VUEA President, Assistant Superintendent of Human Resources, the bargaining unit member and the immediate supervisor will meet within ten working days to review the Improvement Plan.

VII. Procedure for Reaction or Response

If the bargaining unit member is in disagreement with the evaluation, they shall have the right to initiate a written response. The written response shall become a permanent attachment to the bargaining unit member's personnel file.

VIII. Policy Review

Any future changes to these evaluation procedures must be negotiated between VUEA and VUSD.

School Year Beginning w/Even Year

PROBATIONARY EMPLOYEES.....A thru Z
PERMANENT EMPLOYEES.....A thru E and S thru Z

School Year Beginning w/Odd Year

PROBATIONARY EMPLOYEES.....A thru Z
PERMANENT EMPLOYEES.....F thru R

California Standards for the Teaching Profession

Engaging and Supporting All students in Learning	Creating and Maintaining Effective Environments for Student Learning	Understanding and Organizing Subject Matter for Student Learning
<ul style="list-style-type: none"> 1.1 Using knowledge of students to engage them in learning 1.2 Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests 1.3 Connecting subject matter to meaningful, real-life contexts 1.4 Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs 1.5 Promoting critical thinking through inquiry, problem solving, and reflection 1.6 Monitoring student learning and adjusting instruction while teaching 	<ul style="list-style-type: none"> 2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully 2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, encourage constructive and productive interactions among students 2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe 2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students 2.5 Developing, communicating, and maintaining high standards for individual and group behavior 2.6 Employing classroom routines, procedures, norms and supports for positive behavior to ensure a climate in which all students can learn 2.7 Using instructional time to optimize learning 	<ul style="list-style-type: none"> 3.1 Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks 3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter 3.3 Organizing curriculum to facilitate student understanding of the subject matter 3.4 Utilizing instructional strategies that are appropriate to the subject matter 3.5 Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students 3.6 Addressing the needs of English learners and students with special needs to provide equitable access to the content
Planning Instruction and Designing Learning Experiences for All Students	Assessing Students for Learning	Develop as a Professional Educator
<ul style="list-style-type: none"> 4.1 Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction 4.2 Establishing and articulating goals for student learning 4.3 Developing and sequencing long-term and short-term instructional plans to support student learning 4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students 4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students 	<ul style="list-style-type: none"> 5.1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments 5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction 5.3 Reviewing data, both individually and with colleagues, to monitor student learning 5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction 5.5 Involving all students in self-assessment, goal setting, and monitoring progress 5.6 Using available technologies to assist in assessment, analysis and communication of student learning 5.7 Using assessment information to share timely and comprehensible feedback with students and their families 	<ul style="list-style-type: none"> 6.1 Reflecting on teaching practice in support of student learning 6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development 6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning 6.4 Working with families to support student learning 6.5 Engaging local communities in support of the instructional program 6.6 Managing professional responsibilities to maintain motivation and commitment to all students 6. Demonstrating professional responsibility, integrity and ethical conduct

California Standards for the School Counseling Profession

Engage, Advocate for and Support All students in Learning	Plan, Implement and Evaluate Programs to Promote Academic, Career, Personal, and Social Development of All Students	Utilize Multiple Sources of Information to Monitor and Improve Student Behavior and Achievement
<p>1.1 Ensure all students are engaged in a system of support designed for learning and academic success</p> <p>1.2 Advocate for educational opportunity, equity and access for all students</p> <p>1.3 Advocate for the learning and academic success of all students</p> <p>1.4 Identify student problems in their earliest stages and implement prevention and intervention strategies</p>	<p>2.1 Demonstrate organization skills</p> <p>2.2 Development outcome-based programs</p> <p>2.3 Assess Program Outcomes and analyze data</p> <p>2.4 Demonstrate leadership in program development</p>	<p>3.1 Assess student characteristics and utilize the information to plan for individual student growth and achievement</p> <p>3.2 Interpret and use student assessment data with students and parents/guardians in developing personal, academic and career plans</p> <p>3.3 Monitor student personal, academic, and career progress</p>
Collaborate and Coordinate with School and Community Resources	Promote and Maintain a Safe Learning Environment for All Students	Develop as a Professional School Counselor
<p>4.1 Build and maintain student support teams for student achievement</p> <p>4.2 Provide consultation and education for teachers and parents</p> <p>4.3 Develop working relationships within the school that include school staff members, parents, and community members</p> <p>4.4 Coordinate support from community agencies</p>	<p>5.1 Promote a positive, safe, and supportive learning environment</p> <p>5.2 Develop and implement programs that address the personal and social risk factors of students</p> <p>5.3 Develop and implement programs that reduce the incidence of school site violence</p> <p>5.4 Incorporate models of systemic school safety that address elements of prevention, intervention, and treatment into the school system.</p>	<p>6.1 Establish professional goals and pursue opportunities to improve</p> <p>6.2 Model effective practices and continuous progress in school counseling</p> <p>6.3 adhere to professional codes of ethics, legal mandates, and district policies</p>

VUSD STANDARDS FOR SPEECH/LANGUAGE PATHOLOGIST PROFESSION

STANDARD ONE

ENGAGING & SUPPORTING ALL STUDENTS IN LEARNING

- 1.1 Connects students' classroom curriculum, experience and interests with communication goals using a variety of instructional strategies and resources to respond to students' diverse needs.
- 1.2 Facilitates communication experiences that promote autonomy and school interaction.

STANDARD TWO

CREATING & MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING

- 2.1 Creates a physical environment that engages students.
- 2.2 Establishes a climate that promotes fairness and respect.
- 2.3 Promotes special development and group responsibility.
- 2.4 Establishes and maintains standards for student behavior.
- 2.5 Plans and implements procedures and routines that support communication skills.
- 2.6 Uses instructional time effectively.

STANDARD THREE

UNDERSTANDS & ORGANIZES GOALS AND OBJECTIVES/LESSONS FOR STUDENT LEARNING

- 3.1 Selects and organizes Speech Therapy materials that match students' current needs and developmental level.
- 3.2 Develops student understanding through instructional strategies that are appropriate to students' goals and objectives.
- 3.3 Uses materials, resources and technologies to facilitate student achievement of goals and objectives.

STANDARD FOUR

PLANNING INSTRUCTION & DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS

- 4.1 Draws on and values students' backgrounds, interests and developmental learning needs.
- 4.2 Establishes and articulates goals for student learning.
- 4.3 Develops and sequences instructional activities and materials for student learning.
- 4.4 Modifies instructional plans to adjust for student needs.
- 4.5 Documents services provided.

STANDARD FIVE

ASSESSING STUDENT LEARNING

- 5.1 Assesses Speech and Language performance of students referred and develops appropriate assessment reports.
- 5.2 Completes Individualized Education Plans with appropriate goals and objectives for qualified students.
- 5.3 Uses the results of assessments to guide instruction.
- 5.4 Monitors and communicates student progress with students, staff and family.

STANDARD SIX

DEVELOPING AS A PROFESSIONAL SPEECH/LANGUAGE PATHOLOGIST

- 6.1 Reflects on therapy practice and plans professional development.
- 6.2 Establishes professional goals and pursues opportunities to grow professionally.
- 6.3 Works with colleagues to improve professional practice.
- 6.4 Balances professional responsibilities and maintains motivation.

VUSD STANDARDS FOR THE SCHOOL NURSE PROFESSION

STANDARD ONE

ENGAGING & SUPPORTING ALL STUDENTS IN LEARNING

- 1.1 Develops, implements, and evaluates health care plans appropriate with short and long term goals to foster student learning.
- 1.2 Provides for direct services to students, families and staff as appropriate in areas such as health counseling, medication administration, specialized health care procedures (SHCP), consultation/referrals, and trainings for emergency care, specialized health procedures and bloodborne pathogen education.
- 1.3 Acts as a health resource for staff, students and families regarding health education topics.
- 1.4 Works effectively with school families to promote student attendance by identifying and addressing health concerns.
- 1.5 Designs and conducts health-related inservice programs for students, staff and agency representatives working in the school setting.

STANDARD THREE

UNDERSTANDING & ORGANIZING ACCESS TO HEALTH INFORMATION AND HEALTH CARE FOR THE SCHOOL COMMUNITY

- 3.1 Demonstrates knowledge of existing health programs and assists with access to programs as needed.
- 3.2 Conducts mandated screenings at schools and makes referrals with follow up as indicated.
- 3.3 Uses verbal and written communication skills to provide information on health topics to the students, families, and staff.
- 3.4 Assists student, family, school staff and community in identifying and securing pertinent and available services/resources to address health related needs.

STANDARD FIVE

ASSESSING STUDENT HEALTH

- 5.1 Assesses health and developmental status of students and identifies the needs by reviewing health data collected in a systematic manner from the student, staff, family and health care providers.
- 5.2 Formulates nursing diagnoses derived from the evaluation of assessment data and shares pertinent information as deemed necessary.
- 5.3 Uses the results of the health assessment data and nursing diagnoses to recommend appropriate interventions and care plans for the short and long term.
- 5.4 Communicates with students, families and appropriate staff about the implementation and effectiveness of student health plans for continuity of care.

STANDARD TWO

CREATING & MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING

- 2.1 Effectively communicates with students, families, and colleagues while recognizing diverse health beliefs and the need to maintain confidentiality and ethical standards.
- 2.2 Collaborates with students, family, school staff and other providers to provide appropriate interventions and continuity of care.
- 2.3 Demonstrates time management skills regarding mandated reports and meeting deadlines.
- 2.4 Assists school staff to ensure a safe, healthy environment that supports student learning.
- 2.5 Oversees and administers health-related services for students as required by law and as prescribed by the primary health care providers.

STANDARD FOUR

PLANNING AND PROVIDING FOR CONTINUITY OF COORDINATED SCHOOL HEALTH SERVICES PROGRAM

- 4.1 Participates with state, county and community agency personnel in the planning, coordination and implementation of school-based/linked health programs.
- 4.2 Collaborates with the student, family, school staff, community and other providers in the formulation of overall goals, time lines, the plan of care, and decisions related to care and delivery of services.
- 4.3 Assists individual students in developing appropriate skills to provide self care and advocate for themselves, based on age and developmental level.
- 4.4 Orients, provides training, documents competency, supervises and participates in service delivery relative to the diverse health care needs in the school setting.
- 4.5 Assigns tasks based on the needs and condition of the student, the potential harm, stability of student's condition, complexity of task, and predictability of outcome.

STANDARD SIX

DEVELOPING AS A HEALTH PROFESSIONAL

- 6.1 Acquires and maintains current knowledge in school nursing practice.
- 6.2 Establishes professional goals and pursues opportunities to grow professionally.
- 6.3 Works with the community and families to improve professional practice.
- 6.4 Works with colleagues to improve professional practice.

**VENTURA UNIFIED SCHOOL DISTRICT
PERMANENT TEACHER PERFORMANCE EVALUATION**

Employee: _____ Assignment: _____ Site: _____

This evaluation is being completed by: Supervisor/Administrator Peer Review (must be completed by April 13)

Name of Peer Reviewer: _____ Administrator's Approval: _____

Pre-Conference to Review the California Standards for the Teaching Profession (by October 31st)

Evaluatee Signature Date Peer Reviewer Signature Date Principal/Designee Signature Date

TEACHER PERFORMANCE EVALUATION

Reviewer: _____ Review Date: _____ Reviewer Assignment: _____

<u>STANDARD ONE</u> Engaging & Supporting All Students in Learning	Satisfactory	Needs Improvement	Unsatisfactory
<u>STANDARD TWO</u> Creating & Maintaining Effective Environments for Student Learning	Satisfactory	Needs Improvement	Unsatisfactory
<u>STANDARD THREE</u> Understanding & Organizing Subject Matter for Student Learning	Satisfactory	Needs Improvement	Unsatisfactory
<u>STANDARD FOUR</u> Planning Instruction & Designing Learning Experiences for All Students	Satisfactory	Needs Improvement	Unsatisfactory
<u>STANDARD FIVE</u> Assessing Student Learning	Satisfactory	Needs Improvement	Unsatisfactory
<u>STANDARD SIX</u> Developing As a Professional Educator	Satisfactory	Needs Improvement	Unsatisfactory
<u>Evaluator Summary Statement:</u> 			

Written Assistance Plan is needed if any box is checked "Needs Improvement or Unsatisfactory."

Evaluation completed on _____ (date)

Evaluatee Signature _____ Date _____

Principal Signature _____ Date _____

*The evaluatee's signature does not constitute endorsement of the observer's notations but is a recognition that discussion took place and that the preceding evaluation was read by the evaluatee.

OPTIONAL: Comments by the **evaluatee** are attached Yes No
 Comments by the **evaluator/reviewer** are attached Yes No

NOTE: You have ten (10) business days to respond before this material is placed in your employment file.

**VENTURA UNIFIED SCHOOL DISTRICT
PERMANENT COUNSELOR PERFORMANCE EVALUATION**

Employee: _____ Assignment: _____ Site: _____

This evaluation is being completed by: Supervisor/Administrator Peer Review (must be completed by April 13)

Name of Peer Reviewer: _____ Administrator's Approval: _____

Pre-Conference to Review the PUPIL PERSONNEL SERVICES Performance Standards (by October 31st)

Evaluattee Signature Date Peer Reviewer Signature Date Principal/Designee Signature Date

COUNSELOR PERFORMANCE EVALUATION

Reviewer: _____ Review Date: _____ Reviewer Assignment: _____

<u>STANDARD ONE</u> Providing Educational, Career & Social/Emotional Support to All Students	Satisfactory	Needs Improvement	Unsatisfactory
<u>STANDARD TWO</u> Creating & Maintaining Effective Programs to Promote Positive and Safe School Climate	Satisfactory	Needs Improvement	Unsatisfactory
<u>STANDARD THREE</u> Interpreting Student Information to Assist Appropriate Student Placement, Intervention, & Referral	Satisfactory	Needs Improvement	Unsatisfactory
<u>STANDARD FOUR</u> Problem Solving Through Collaboration & Consultation to Maximize Student Performance	Satisfactory	Needs Improvement	Unsatisfactory
<u>STANDARD FIVE</u> Advocating for Student Health and Well-Being to Support Student Developmental Needs	Satisfactory	Needs Improvement	Unsatisfactory
<u>STANDARD SIX</u> Developing As a Professional Counselor	Satisfactory	Needs Improvement	Unsatisfactory
<u>Evaluator Summary Statement:</u> 			

Written Assistance Plan is needed if any box is checked "Needs Improvement or Unsatisfactory."

Evaluation completed on _____ (date)

Evaluattee Signature _____ Date _____

Principal Signature _____ Date _____

*The evaluatee's signature does not constitute endorsement of the observer's notations but is a recognition that discussion took place and that the preceding evaluation was read by the evaluatee.

OPTIONAL: Comments by the **evaluatee** are attached Yes No
 Comments by the **evaluator/reviewer** are attached Yes No

NOTE: You have ten (10) business days to respond before this material is placed in your employment file.

VENTURA UNIFIED SCHOOL DISTRICT
 TEMPORARY & PROBATIONARY SPEECH/LANGUAGE PATHOLOGIST PERFORMANCE EVALUATION

Employee:	Assignment:	Site:
-----------	-------------	-------

Status: Temporary Probationary I Probationary II

Pre-Conference to Review the PUPIL PERSONNEL SERVICES performance standards (by October 31st)

Evaluatee Signature	Date:	Principal Signature	Date
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Teacher PERFORMANCE EVALUATION

STANDARD ONE Engaging & Supporting All Students in Learning	Satisfactory		Needs Improvement		Unsatisfactory	
	Fall	Spring	Fall	Spring	Fall	Spring
STANDARD TWO Creating & Maintaining Effective Environments for Student Learning	Satisfactory		Needs Improvement		Unsatisfactory	
	Fall	Spring	Fall	Spring	Fall	Spring
STANDARD THREE Understands & Organizes Goals and Objectives/Lessons for Student Learning	Satisfactory		Needs Improvement		Unsatisfactory	
	Fall	Spring	Fall	Spring	Fall	Spring
STANDARD FOUR Planning Instruction & Designing Learning Experiences for All Students	Satisfactory		Needs Improvement		Unsatisfactory	
	Fall	Spring	Fall	Spring	Fall	Spring
STANDARD FIVE Assisting Student Learning	Satisfactory		Needs Improvement		Unsatisfactory	
	Fall	Spring	Fall	Spring	Fall	Spring
STANDARD SIX Developing as a Professional Speech/Language Pathologist	Satisfactory		Needs Improvement		Unsatisfactory	
	Fall	Spring	Fall	Spring	Fall	Spring
Evaluater Summary Statement:						

Written Assistance Plan is needed if any box is checked "Needs Improvement" or "Unsatisfactory"

RECOMMENDATION FOR EMPLOYMENT:

<input type="checkbox"/> Employee is a temporary employee	<input type="checkbox"/> Probationary Employee is recommended for continued employment	<input type="checkbox"/> Probationary Employee is not recommended for continued employment
---	--	--

Fall Evaluation	Date:	Spring Evaluation	Date
-----------------	-------	-------------------	------

Fall Evaluation (Completed by November 30th)	Spring Evaluation (Completed by March 1st)
Evaluatee's Signature	Evaluatee's Signature
Principal's Signature	Principal's Signature

*The evaluatee's signature does not constitute endorsement of the observer's notations but is a recognition that discussion took place and that the preceding evaluation was read by the evaluatee.

OPTIONAL: Comments by evaluatee are attached Yes No
 Comments by evaluator are attached Yes No

Note: you have ten (10) business days to respond before this material is place in your employment file

Copies:

Certificated HR- Spring Eval	Site Administrator	Employee	Employee Fall Eval	Certificated HR Fall Eval
------------------------------	--------------------	----------	--------------------	---------------------------

**VENTURA UNIFIED SCHOOL DISTRICT
PERMANENT SPEECH/LANGUAGE PATHOLOGIST PERFORMANCE EVALUATION**

Employee: _____ Assignment: _____ Site: _____

This evaluation is being completed by: Supervisor/Administrator Peer Review (must be completed by April 13)

Name of Peer Reviewer: _____ Administrator's Approval: _____

Pre-Conference to Review VUSD Standards for Speech/Language Pathologist (by October 31st)

Evaluatee Signature Date Peer Reviewer Signature Date Principal/Designee Signature Date

SPEECH/LANGUAGE PATHOLOGIST PERFORMANCE EVALUATION

Reviewer: _____ Review Date: _____ Reviewer Assignment: _____

<u>STANDARD ONE</u> Engaging & Supporting All Students in Learning	Satisfactory	Needs Improvement	Unsatisfactory
<u>STANDARD TWO</u> Creating & Maintaining Effective Environments for Student Learning	Satisfactory	Needs Improvement	Unsatisfactory
<u>STANDARD THREE</u> Understands and Organizes Goals and Objectives/Lessons for Student Learning	Satisfactory	Needs Improvement	Unsatisfactory
<u>STANDARD FOUR</u> Planning Instruction & Designing Learning Experiences for All Students	Satisfactory	Needs Improvement	Unsatisfactory
<u>STANDARD FIVE</u> Assisting Student Learning	Satisfactory	Needs Improvement	Unsatisfactory
<u>STANDARD SIX</u> Developing As a Professional Speech/Language Pathologist	Satisfactory	Needs Improvement	Unsatisfactory
<u>Evaluator Summary Statement:</u> 			

Written Assistance Plan is needed if any box is checked "Needs Improvement or Unsatisfactory."

Evaluation completed on _____ (date)

Evaluatee Signature _____ Date _____

Principal Signature _____ Date _____

*The evaluatee's signature does not constitute endorsement of the observer's notations but is a recognition that discussion took place and that the preceding evaluation was read by the evaluatee.

OPTIONAL: Comments by the **evaluatee** are attached Yes No
 Comments by the **evaluator/reviewer** are attached Yes No

NOTE: You have ten (10) business days to respond before this material is placed in your employment file.

**VENTURA UNIFIED SCHOOL DISTRICT
PERMANENT SCHOOL NURSE PERFORMANCE EVALUATION**

Employee: _____ Assignment: _____ Site: _____

This evaluation is being completed by: Supervisor/Administrator Peer Review (must be completed by April 13)

Name of Peer Reviewer: _____ Administrator's Approval: _____

Pre-Conference to Review the VUSD Standards for the School Nurse Profession (by October 31^s)

Evaluatee Signature Date Peer Reviewer Signature Date Principal/Designee Signature Date

SCHOOL NURSE PERFORMANCE EVALUATION

Reviewer: _____ Review Date: _____ Reviewer Assignment: _____

<u>STANDARD ONE</u> Engaging & Supporting All Students in Learning	Satisfactory	Needs Improvement	Unsatisfactory
<u>STANDARD TWO</u> Creating & Maintaining Effective Environments for Student Learning	Satisfactory	Needs Improvement	Unsatisfactory
<u>STANDARD THREE</u> Understanding & Organizing Access to Health Information and Health Care for the School Community	Satisfactory	Needs Improvement	Unsatisfactory
<u>STANDARD FOUR</u> Planning and Providing for Continuity of Coordinated School Health Services Program	Satisfactory	Needs Improvement	Unsatisfactory
<u>STANDARD FIVE</u> Assessing Student Health	Satisfactory	Needs Improvement	Unsatisfactory
<u>STANDARD SIX</u> Developing As a Health Professional	Satisfactory	Needs Improvement	Unsatisfactory
<u>Evaluator Summary Statement:</u> 			

Written Assistance Plan is needed if any box is checked "Needs Improvement or Unsatisfactory."

Evaluation completed on _____ (date)

Evaluatee Signature _____ Date _____

Principal Signature _____ Date _____

*The evaluatee's signature does not constitute endorsement of the observer's notations but is a recognition that discussion took place and that the preceding evaluation was read by the evaluatee.

OPTIONAL: Comments by the **evaluatee** are attached Yes No
 Comments by the **evaluator/reviewer** are attached Yes No

NOTE: You have ten (10) business days to respond before this material is placed in your employment file.

CHECKLIST FOR THE PEER REVIEW PROCESS

Permanent Bargaining Unit Members may choose to do “Peer Review” as an alternative to Principal/Supervisor Employee performance evaluation. With the Principal/supervisor’s endorsement, permanent Bargaining Unit Members in job-a-likes may work together to review each other’s performance and support each other in pursuing professional growth activities. The purpose of Peer Review is to give experienced Bargaining Unit Members more responsibility for increasing their skills and an opportunity to design an individual process that will be most helpful to them.

CHECKLIST: Suggested Steps

- Permanent Bargaining Unit Member finds one or more job-a-like partners to join them in doing “Peer Review” instead of Principal evaluation.

Name(s) of Partner(s): _____

- Bargaining Unit Members read and discuss the adopted *Standards for their Profession*.
- **Bargaining Unit Members obtain approval from the principal.**

Principal’s Approval _____ **Date:** _____

- Bargaining unit members plan a process for peer review which may include.
 1. Observation
 2. Consultation with other like professionals
 3. Conversations about standards, emerging areas of their profession, curriculum and instructiontc.
 4. School visits
 5. Workshops, conferences, etc.
 6. Other

(VUSD will contribute the cost of ½ day Substitute for classroom based assigned personnel per pair of Bargaining Unit Members participating in peer review.)

- Read suggested conversation topics and consider having a discussion regarding topics.
(Suggested Conversation Topics)
 1. What are your hopes and intentions for Peer Review?
 2. What are the most important knowledge and skill competencies for my job?
 3. What standards are of the most interest or need to me at this time? Note: We advise that you focus on 1 or 2 standards. This will make it easier to make your observations and collect evidence related to meeting a standard. You may want to cover all five standards over 3-4 years.
 4. What do I know about my current performance (i.e. strengths, needs, interests, etc.)?
 5. How can I get better information about my performance?
 6. What are the next steps I would like to take to improve and enhance my performance
 7. How can my colleagues, Principal, students, etc., help me to grow and develop professionally?

- If an Improvement Plan is needed, note in written document and refer to principal.

- Written documentation of the developed Peer Review process that was implemented by the Bargaining Unit Members must be signed by participating Bargaining Unit Members and submitted to the Principal prior to the April 13 deadline.

Principal’s Signature/Post-Conference: _____ **Date:** _____

VENTURA UNIFIED SCHOOL DISTRICT Certificated Human Resources

Name of Employee:	Evaluator:
School/Site:	Grade/Subject:
Assignment Profession (circle one): Teacher Counselor Speech/Language Pathologist School Nurse	

Please reference the adopted standards for the assignment profession for a detailed list of all the elements for each standard and use accordingly to develop improvement plan (take out Standards NOT needed and add in only elements needed):

STANDARD	IMPROVEMENT NEEDED	RESOURCES	TIMELINE FOR IMPROVEMENT	PROGRESS ASSESSMENT
Engaging and Supporting All Students In Learning <input type="checkbox"/> 1.1 Using knowledge of students to engage them in learning				
Creating and Maintaining Effective Environments for Student Learning <input type="checkbox"/> 2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students <input type="checkbox"/> 2.5 Developing, communicating and maintaining high standards for individual and group behavior <input type="checkbox"/> 2.7 Using instructional time to optimize learning				

Understanding and Organizing Subject Matter for Student Learning <input type="checkbox"/> 3.1 <input type="checkbox"/>				
Planning Instruction and Designing Learning Experiences for all Students <input type="checkbox"/> 4.1				
Assessing Students for Learning <input type="checkbox"/> 5.1 <input type="checkbox"/>				
Developing as a Professional Educator <input type="checkbox"/> 6.1 Reflecting on teaching practices in support of student learning				

Evaluator Signature:

Date:

Evaluatee Signature:

Date:

**VUEA Bargaining Unit Member Evaluation
20XX – 20XX**

Agreement Between VUSD and VUEA

ARTICLE 13

EVALUATIONS

- A. District management shall direct the evaluation of all permanent bargaining unit members no less than once every two years and probationary bargaining unit members no less than twice per year. Bargaining unit members who have been employed with VUSD for at least ten (10) years and whose previous evaluation rated the employee as meeting or exceeding standards, may be evaluated at least every five (5) years, if the administrative evaluator and certificated employee being evaluated agrees. The certificated employee or the administrative evaluator may withdraw consent of this agreement at any time (EC 44664 (a) (3)).

Employee Name	Supervisor Name
Job Title	Site/Department

In accordance with Article 13 of the VUSD/VUEA Contract as outlined above, the Supervisor and Bargaining Unit Member have agreed to extend the evaluation period five (5) years. It is understood that the certificated employee or the administrative evaluator may withdraw consent of this agreement at any time.

The Employee's next evaluation will be in the 20XX – 20XX School Year.

Employee Signature: _____

Date: _____

Supervisor Signature: _____

Date: _____

Upon agreement and signature, return this form to the Certificated Human Resources Department.

APPENDIX "B"

LIABILITY POLICY

The present policy is a \$10,000,000 combined single limit bodily injury and property damage policy.

03

APPENDIX “C”

FRINGE BENEFITS

The services of group insurance plans are available to District employees. Detailed information may be obtained at the Business Office, 255 W. Stanley Ave.; Ventura, CA 93001. Current brochures regarding the various plans are updated as needed.

1. Basic health insurance, including major medical, optical and dental coverage, is available to all qualified employees and their dependents in the amount agreed to by the parties through the negotiations process.
2. An income protection plan, including a \$1,000 accidental death benefit, is available through Keenan and Associates. Without evidence of insurability, application must be made within sixty (60) work days after first date of employment. Participation is voluntary. A second income protection plan is available to all professional organization members.
3. GROUP LIFE INSURANCE is available through your professional organization’s life insurance company. Participation is voluntary.

APPENDIX "D"

Ventura Unified School District

GRIEVANCE FORM – Level I
(To be used only after informal complaint)

SUBMISSION OF GRIEVANCE - All portions of this section must be completed by the Grievant.

"Bargaining Unit Member's" Name _____ Work Location _____

Assignment _____ Employee's Representative _____

1. A clear, concise statement of the Grievance (an attachment is permissible).

2. Date of alleged violation: _____
3. Specific Agreement provision alleged to be violated: _____

4. Specific remedy sought:

DATE FILED: _____

SIGNATURE OF GRIEVANT

RECEIPT OF GRIEVANCE DATE: _____

IMMEDIATE SUPERVISOR

UPON COMPLETION OF THIS SECTION, GRIEVANT SHALL PRESENT ORIGINAL AND COPIES #2 and #3 TO IMMEDIATE SUPERVISOR. COPY #4 TO BE RETAINED BY GREIVANT.

IMMEDIATE SUPERVISOR'S RESPONSE: _____

DATE OF RESPONSE: _____

SIGNATURE OF IMMEDIATE SUPERVISOR

RECEIPT OF RESPONSE DATE: _____

GRIEVANT

UPON COMPLETION OF THIS SECTION, IMMEDIATE SUPERVISOR SHALL RETAIN ORIGINAL, PRESENT COPY #2 TO GRIEVANT, AND FORWARD #3 TO THE ASSOCIATION.

VENTURA UNIFIED SCHOOL DISTRICT

GRIEVANCE FORM – Level II or Level III

APPEAL TO THE SUPERINTENDENT OR DESIGNEE: All portions of this section to be completed by Grievant.

“Bargaining Unit Member’s” Name _____ Work Location _____

Assignment: _____

1. A clear, concise reason for the appeal (an attachment is permissible). (A COPY OF GRIEVANCE FORM LEVEL I MUST BE ATTACHED.)

2. Specific remedy sought: _____

DATE FILED: _____

SIGNATURE OF GRIEVANT

RECEIPT OF APPEAL DATE: _____

SUPERINTENDENT OR DESIGNEE

UPON COMPLETION OF THIS SECTION, GRIEVANT SHALL PRESENT ORIGINAL AND COPIES #2 and #3 TO THE SUPERINTENDENT OR DESIGNEE. COPY #4 TO BE RETAINED BY THE GRIEVANT.

SUPERINTENDENT OR DESIGNEE’S RESPONSE:

DATE OF RESPONSE: _____

SIGNATURE OF SUPERINTENDENT OR DESIGNEE

RECEIPT OF RESPONSE DATE: _____

GRIEVANT

UPON COMPLETION OF THIS SECTION, SUPERINTENDENT OR DESIGNEE SHALL RETAIN ORIGINAL, PRESENT #2 TO THE GR

APPENDIX "E"

TRANSFER COMPARISON FORM

Pos #		School:		Closing Date		Assignment	
-------	--	---------	--	--------------	--	------------	--

Teacher/Site/Contact Information	Degree	Experience at appropriate Grade Level (Grades TK-6) or Specific Subject Areas	Credits in Subj Area or Program	Appropriate Credential	Sub Total	Other Criteria	Total
	BA = 4 BA applicable to Position = 5 MA or PhD = 5 MA or PhD applicable to position = 6	1-3 years = 1 4-6 years = 2 7-9 years = 3 10-12 years = 5 13-15 years = 6 16+ years = 7 (experience outside VUSD limited to 5 years)	Elem K-6: use Post BA Units TK and Specific Subject areas: 15 Units = 2 25 units = 3 35 units = 4 45 units = 5 55+ units = 6	Yes = 6 No = 0		Candidates may receive up to 8 points at the site's discretion	

**Candidates NOT possessing the appropriate credential for an assignment – may still be considered if they are willing to pursue the requested credential; failure to work toward or obtain the credential will result in candidate being reassigned to an assignment within their credential area at current or other site.*

Please contact ALL TRANSFER Candidates: Contact candidates at home, school site, and by district email. If no response or they decline to interview, please note this on the transfer comparison form.

Comments: _____

Final Recommendation: _____

Supervisor Signature: _____

VENTURA UNIFIED SCHOOL DISTRICT
Certificated Human Resources

TEACHER TRANSFER REQUEST

VUSD invites your participation in the Teacher Transfer Policy as agreed with the Ventura Unified Educators Association (see **Article 11 – Assignment and Transfer** in the Collective Bargaining Agreement).

Each year, bargaining unit members who desire a transfer to a different school site must file a request with Certificated Human Resources. Although it is not always possible to accommodate requests, careful consideration will be given. Not later than April 20 of each school year, the Certificated Human Resources office shall post a list of all vacancies and transfer opportunities reported by the principals on the district WEB site and at the Human Resources Office. Additional openings that occur after this date, including openings that occur during the summer, shall be posted in the same manner.

If a bargaining unit member does not receive a new assignment following the first posting, the request will also be considered during the supplemental posting period (s).

To maximize your transfer opportunities, indicate all grades/subject areas you would consider.

NOTE: If a bargaining unit member wishes to be considered for transfer during the summer months, make sure Certificated Human Resources has your summer address and telephone number. Transfer requests are destroyed after October 31st of each school year. Bargaining unit members must file a new request each year to continue being considered for a transfer.

The Governing Board is committed to equal opportunity for all individuals in education. District programs, activities and employment shall be free from discrimination based on actual or perceived sex, sexual orientation, gender, marital or parental status, ethnic group identification, race, ancestry, national origin, religion, color, or mental or physical disability, section 504 disability, age, or any other unlawful consideration, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics in any district program or activity.

VENTURA UNIFIED SCHOOL DISTRICT
Certificated Human Resources

TRANSFER REQUEST for: _____ **School Year**

Name: _____ Signature/Date: _____
Last/First

Current Assignment: _____
School Subject/Grade Work/Classroom Extension

District Email: _____ Personal Email: _____

Home Telephone: _____ Cell Telephone: _____

If openings occur during the summer, would you want to be considered? No Yes (if yes, please list information on where you can be reached during the **SUMMER**):

Telephone: _____ Personal Email: _____ Address: _____

First Choice:

_____ (School) _____ (Grade or Subject)

Second Choice:

_____ (School) _____ (Grade or Subject)

Third Choice

_____ (School) _____ (Grade or Subject)

If we cannot accommodate any of the schools you chose, should we consider any school? No Yes

** (if yes, list ANY or state specifically what School(s))* _____

If we cannot accommodate the Grade/Subject areas should we consider other Grade/Subjects? No Yes

!(if yes, what subjects and/or grade levels) _____

** if blank all schools or subjects within credential area will be considered)*

EXPERIENCE: Number of Years in VUSD _____ TOTAL Number of Years in Teaching _____

Number of Years at Grade Level/Subject Requested:

COLLEGE Degree(s)	College	Degree Major/Minor
Bachelor:		
Bachelor:		
Master:		
Doctorate:		

CREDENTIAL (s) & Credential Authorizations Held; *please indicate if you have an English Language Learner authorization (CTEL, CLAD, ELL authorization embedded in current credential, BCLAD, BCC, etc.):*

OTHER Relevant Coursework or Experience:

For Office Staff Use Only:

Current Class/Step: _____

Units Past BA: _____ **Units in Subject Area(s):** _____

APPENDIX "F"

This Appendix Intentionally Left Blank

APPENDIX "G"

HEALTH & WELFARE RETIREMENT PLAN Deferred Compensation (Article 19)

Initial payment and annual installment is based on unit member's years of service as of June 30, 1993, plus one year.

Initial payment and annual installment amounts shown in this appendix are for a unit member with 100% district paid benefits during the 1992-93 year. For unit members whose benefit levels were different during the 1992-93 year, a prorated portion will be determined by averaging the year. For unit members whose benefits are less than 100% the initial payment and annual installment amounts will be prorated.

YEARS OF SERVICE AT 6/30/93	INITIAL PAYMENT TO BE RECEIVED AFTER CONTRACT RATIFICATION	ANNUAL INSTALLMENT UPON RETIREMENT FROM DISTRICT UNIT MEMBER WOULD RECEIVE PER YEAR FOR A TOTAL OF FIVE INSTALLMENTS	AT THE END OF FIVE YEARS UNIT MEMBER WOULD HAVE RECEIVED	THE TOTAL AMOUNT UNIT MEMBER WOULD RECEIVE FROM THIS PLAN WOULD BE
1	\$171	\$300	\$1,500	\$1,671
2	\$342	\$600	\$3,000	\$3,342
3	\$513	\$900	\$4,500	\$5,013
4	\$684	\$1,200	\$6,000	\$6,684
5	\$855	\$1,500	\$7,500	\$8,355
6	\$1,026	\$1,800	\$9,000	\$10,026
7	\$1,197	\$2,100	\$10,500	\$11,697
8	\$1,368	\$2,400	\$12,000	\$13,368
9	\$1,539	\$2,700	\$13,500	\$15,039
10	\$1,710	\$3,000	\$15,000	\$16,710
11	\$1,881	\$3,300	\$16,500	\$18,381
12	\$2,052	\$3,600	\$18,000	\$20,052
13	\$2,223	\$3,900	\$19,500	\$21,723
14	\$2,394	\$4,200	\$21,000	\$23,394
15	\$2,565	\$4,500	\$22,500	\$25,065
16	\$2,736	\$4,800	\$24,000	\$26,736
17	\$2,907	\$5,100	\$25,500	\$28,407
18	\$3,078	\$5,400	\$27,000	\$30,078
19	\$3,249	\$5,700	\$28,500	\$31,749
20	\$3,420	\$6,000	\$30,000	\$33,420
21	\$3,591	\$6,300	\$31,500	\$35,091
22	\$3,762	\$6,600	\$33,000	\$36,762
23	\$3,933	\$6,900	\$34,500	\$38,433
24	\$4,104	\$7,200	\$36,000	\$40,104
25	\$4,275	\$7,500	\$37,500	\$41,775
26	\$4,446	\$7,800	\$39,000	\$43,446
27	\$4,617	\$8,100	\$40,500	\$45,117
28	\$4,788	\$8,400	\$42,000	\$46,788
29	\$4,959	\$8,700	\$43,500	\$48,459
30	\$5,130	\$9,000	\$45,000	\$50,130
31	\$5,301	\$9,000	\$45,000	\$50,301
32	\$5,472	\$9,000	\$45,000	\$50,472
33	\$5,643	\$9,000	\$45,000	\$50,643
34	\$5,814	\$9,000	\$45,000	\$50,814
35	\$5,985	\$9,000	\$45,000	\$50,985
36	\$6,156	\$9,000	\$45,000	\$51,156
37	\$6,327	\$9,000	\$45,000	\$51,327
38	\$6,498	\$9,000	\$45,000	\$51,498
39	\$6,669	\$9,000	\$45,000	\$51,669
40	\$6,840	\$9,000	\$45,000	\$51,840

APPENDIX H

VUEA Job Share: Memorandum of Understanding

A job share is two certificated Bargaining Unit Members sharing one FTE at the same K-5 school and serving the same students. Job sharing partners are responsible to their students, the school, and each other to ensure the success of the partnership. Job sharing is a method to address individual personal circumstances on a short-term basis.

Request for Job Share: Bargaining Unit Members who are interested in creating a new job share-partnership must submit a request to the site principal by March 1st for the next school year. The principal makes the recommendation to the Superintendent's designee based on the school and its needs, the students it serves, and the interest of teachers. The Superintendent's designee shall approve or deny the request. A response to the request shall be communicated in writing to the bargaining unit member within 30 calendar days of the application. The decision of the Superintendent's designee shall be final. If the employee requests the reason for denial it will be put in writing and sent to employee.

Job Calendar: In order to insure program quality, continuity and fit at the school site, salary compensation, sick leave grant accounting, and substitute coverage, job share partners must complete a job share calendar and have it approved by the site principal. Job share teachers must agree to maintain schedule for the school year (or duration of the year). A written calendar must be turned in to the site principal 60 days prior to the beginning of each school year. If changes to the job share calendar are needed, the change must be requested in writing at least one week prior to the needed change, be signed by both job share partners, and approved by the site principal and the Certificated Human Resources' office.

Job Share Extensions: Job shares shall be granted on a yearly basis. An extension may be granted if recommended by principal and approved by Superintendent's designee. Permanent reductions of an assignment will not be granted or required. Job share participants must notify the site principal in writing by March 1st of their desire to continue the job share arrangements for next school year. Requests for changes for the next school year must be given to the principal by March 1st. If bargaining unit members do not provide notification or if continuation of the job share assignment is not approved, the bargaining unit members shall be returned to the prior time base the bargaining unit members held immediately prior to their job share assignment.

While a job share assignment may necessitate a leave of absence for one or both job share partners, this leave of absence shall fall outside the requirements of Article 12: Leave of Absence. Job Share assignments are approved on a year-by-year basis, and therefore, the job share assignment can be stopped at the conclusion of the current school year.

Responsibilities: Both bargaining unit members will:

1. Provide instruction for their portions of the instructional program, plus preparation time.
2. Work together to be responsible for the formal and informal assessment of the student needs, instruction and intervention.
3. Share adjunct duties proportionately.
4. Attend all back-to-school and open house events, as well as all staff development days on the same basis as full-time employees.
5. Attend pre-service days, monthly staff meetings, district wide grade level meetings as required by the principal.
6. Be responsible for IEP and related reports, testing, evaluation and all required routine and special reports.

Fringe Benefits: Fringe Benefits for job share participant shall be in accordance with Article 18.

Appendix H
MOU - Sunset School

This memorandum of understanding is needed of as a result of VUSD's creation of a TK-8 program at the Sunset Elementary School site.

As stated in Article 11, a school site assignment is defined as the movement of a teacher from one grade to another at the same school site or from one subject area to another. The site principal may change a unit member's assignment(s) at a school site for credentialing, class size balancing and other educational reasons.

VUSD agrees not to assign a Sunset Bargaining Unit Member employed at the site as of 8/25/09 from a K-5 assignment to a 6-8th grade assignment, or vice-versa, without the bargaining unit members consent.

VUSD may move a Sunset school Bargaining Unit Member by following the procedures detailed in section D of Article 11.

Any bargaining unit member hired or who voluntarily transfers into Sunset School after 8/25/09 may be assigned by the site principal to any class TK-8 for which they are appropriately credentialed.

Appendix H
MOU – VHS 7-Period Day

Ventura High School Schedule Change

Ventura High School desires to continue a seven period schedule for the 2012-13 school year that will allow some students to enroll in more than six classes. The Site Based Decision Making Process was used as the vehicle for this change.

The assurances are agreed to:

1. Teachers shall continue to teach five classes to be considered 100% employees.
2. A vote will be taken annually, beginning in January 2012, to determine whether or not to continue the 7 period schedule. A simple majority of voting Bargaining Unit Members (more than 50%) is required to either return the schedule to the 2010-11 “6 period” schedule or maintain the 7 period schedule for the subsequent year.
3. The 7 hour and 15 minute day for Bargaining Unit Members will remain in place.
4. All reasonable attempts to honor the preferences for a Bargaining Unit Members work schedule will be made. Individual waivers may only be initiated by the Bargaining Unit Members.
5. Work Day Schedules:
 - a. Bargaining Unit Members teaching periods 1-6 - (7:15 a.m. to 2:30 p.m.)
 - b. Bargaining Unit Members teaching periods 2-7 - (8:15 a.m. to 3:30 p.m.)
 - c. Bargaining Unit Members teaching periods 3-8 will have varied work schedules.
6. Individual modifications to the work schedule may be made by mutual agreement between the site principal and/or designee and the Bargaining Unit Member.
7. The unique needs of Bargaining Unit Members shall be taken into consideration, i.e. Bargaining Unit Members with young children.
8. Speech language pathologists, work experience teachers, counselors, librarians, and other non-classroom teachers’ work schedules shall be adjusted to comply with the 7 hour and 15 minute day.
9. The District shall make reasonable efforts to maintain safe working conditions.
10. Teachers teaching 6 periods will be paid 120%. The 120% assignments shall remain strictly voluntary.
11. Students requesting 7 periods will not be placed in an extra period that has more than 36 students enrolled. Non- classroom courses such as PE, band, and athletics shall not be negatively impacted by this schedule.
12. The District’s certificated and classified staffing allocation for VHS will not be increased for the 2012-2013 school year due to the implementation of the 7 period schedule.
13. This MOU will expire when the site votes to eliminate the 7 period day.

Ventura Unified School District
Memorandum of Understanding
VUEA Incentive for Covering Classes
where no Substitute is Available and
Coverage List

Ventura Unified School District (VUSD) and Ventura Unified Education Association (VUEA)
October 13, 2022

The Ventura Unified School District acknowledges a county-wide shortage of substitute teachers, which continues to impact our ability to cover all classes during the 2022-2023 school year. VUSD will incentivize VUEA members (who are authorized to substitute and listed below) to take on the additional work by volunteering to cover classes of teachers who are absent where there is no substitute teacher available. Only in emergency situations will members be required to cover classes.

A. Elementary School:

1. A TK-5 teacher, intervention teacher or elementary counselor (who has a substitute permit) who agrees to take additional students for the school day, up to 15 students per day, will be paid will be paid at the district hourly rate (DHR) up to 2 hours.
 - a. For half-day to full day coverage two (2) hours.
 - b. For less than half day coverage one (1) hour. This is intended for short periods of time while waiting for a substitute teacher to arrive.
 - c. Intervention teachers shall be used as a last resort and will be returned to their regular non-coverage schedule as soon as possible. .
2. Kindergarten teachers during their intervention time will be paid 2 hours of planning time at the DHR.

B. Middle School:

1. A 6th-8th grade teacher or middle school counselor (who has a substitute permit) who agrees to take additional students during the school day will be paid at the DHR for covering extra students up to 2 hours each day. Coverage assignments should be offered on a rotating basis.
2. Middle School counselors (who have a substitute permit) or Teacher Librarians who substitute a class shall also be paid (2) hours of planning time at the DHR.
 - a. MS libraries are used as a last resort for student coverage. If a class is uncovered (no teacher or substitute teacher available) and all or a majority of the class is sent to the library, that is considered the Teacher Librarian covering the class. When a Teacher Librarian is supervising students with free/unscheduled periods in the library that shall not be considered a Teacher Librarian covering a class.
 - b. If more than one class is sent to the middle school library, Teacher Librarians will be compensated up to 3 (three) hours at the DHR.
 - c. It is the intention of this article that the library and Teacher Librarian will be used as a last resort when other options have been exhausted. The library may be used for up to two (2) class periods per day with just the Teacher Librarian. If the Teacher Librarian must continue to cover a class then additional personnel support must be provided. This support may be a principal, assistant principal, para professional, or other that can similarly support supervision of the students.
3. In some cases a MS teacher may teach a schedule that allows them to cover a class during the regular school day (periods one through six). This is most likely members who teach a zero period. In this case, if needed, the member with the available period shall be asked to cover the uncovered class. Members who agree shall be compensated at 16.66% of their daily rate.

4. If a MS PE class is split to allow a MS PE Teacher to cover a class or because a PE Teacher is out, then:
 - a. If a class is split to other PE teachers, the teachers who absorbs the students shall be paid at 2 (two) hours of the DHR for the day (covering from 1 to 6 periods).

C. High School

1. For High Schools Grade 9-12 this MOU shall refer to Article 8: Section G of the Agreement Between Ventura Unified School District and Ventura Unified Education Association.
2. Ventura, Buena and Foothill Ventura HS teachers will be paid to be available. This is the Coverage List.
 - a. In order to ease the uncertainty of coverage for classes, VHS and BHS and FTTHS teachers who can cover classes can submit their names monthly to the office manager or designee at their site. By agreeing to class coverage that month, they agree to be placed in a classroom that has need of coverage.
 - b. The members who volunteer to be on this Coverage List will be compensated \$150 per month, prorated as needed.
 - c. In the event there are more volunteers for the Coverage List than reasonably required, the site principal or designee can limit the number of available spots on the Coverage List.
 - d. If a member needs to remove themselves from the Coverage List for a certain month, they shall alert the site principal or designee as soon as possible, generally at least one week before the month begins.
3. HS Teacher Librarians who substitute a class shall also be paid (2) hours of planning time at the DHR.
 - a. HS libraries are used as a last resort for student coverage. If a class is uncovered (no teacher or substitute teacher available) and all or a majority of the class is sent to the library, that is considered the Teacher Librarian covering the class. When a Teacher Librarian is supervising students with free/unscheduled periods in the library that shall not be considered a Teacher Librarian covering a class.
 - b. If more than one class is sent to the high school library, Teacher Librarians will be compensated up to 3 (three) hours at the DHR.

- D. Teachers on Special Assignment (TOSA) shall not be required to substitute classes.
1. If a TOSA volunteers to cover a class they shall only cover up to two half days per week. TOSAs will be paid 3 (three) hours at the DHR for the time they are covering classes.

- E. For grades TK-8 VUSD will monitor the monthly status of substitutes.

This MOU is in place starting November 1, 2022 and shall sunset at the conclusion of the 2022-2023 school year. This MOU may be modified or extended by the mutual consent of the VUEA and VUSD.

Ventura Unified School District
 Memorandum of Understanding
 Article 8 section G
 VUEA High School Teachers
 Substituting During Prep Period
 Ventura Unified School District (VUSD) and Ventura Unified Education Association (VUEA)

High Schools: Buena, Foothill and Ventura

1. For High Schools Grade 9-12 this MOU shall adjust Article 8: Section G of the Agreement between Ventura Unified School District and the Ventura Unified Education Association as follows:

Teachers or counselors (who have a substitute permit) shall not be required to substitute during preparation time. A full-time teacher who volunteers to substitute during preparation time shall be paid according to the following:

Minutes	Pay BHS/VHS	Pay FTHS
0-60	20%	16.66% + 0.5 hour DHR*
61-100	20% plus 1 hour DHR*	16.66% plus 1.5 hours DHR*
101-120	20% plus 1.5 hours DHR*	16.66% plus 2.0 hours DHR*

*District Hourly Rate = DHR

2. This MOU is in place starting November 1, 2022 and shall sunset at the conclusion of the school year 2022-2023. This MOU may be modified or extended by the mutual consent of VUEA and VUSD.

Agreed to this 1st day of November 2022.

Dan Nelson, VUEA-President
 Chief Negotiator

Gina Wolowicz, Asst. Supt.-Human Resources
 Chief Negotiator

Mike Malone, Teacher-Balboa Middle School
 Co-Negotiator

VUEA-VUSD MOU Independent Study (IS), Remote Instruction, Career Technical Education (CTE) and Advisory Coordination Assignment Compensation Schedule



Note 1: The IS rows are not intended for full-time Homestead elem, full-time HS FLEX, full-time HS Credit Recovery, full-time ECHS or full-time PHS IS teachers; this compensation schedule applies only to teachers who are offered IS or program coordinator assignments above and beyond their base FTE assignment.

Note 2: The “District Hourly Rate (DHR)” for 2022-23 is \$40.70. “DHR” is used below to demonstrate how the final amount was constructed.

Independent Study (IS) Assignment Category Title	IS Assignment Category Teacher Responsibilities	IS Assignment Category Examples	IS Assignment Category Compensation Schedule
<p>A.</p> <p>IS Course Support</p> <p>Primarily Time/Signature Log Management</p>	<p>Initial Application Verification</p> <p>Monthly Time Log Checks/Accountability</p> <p>Marking Period Grades/Marks</p> <p>Any necessary communication with admin/counselor/parent/student</p>	<p>ISPE</p> <p>Work Experience (WE)*</p> <p>Internship</p>	<p>1 hour per student enrollment paid at district hourly rate once per year of course duration.</p> <p>1 student = DHR per year =</p> <p>\$40.70 per year per student</p> <p><i>*Note:</i> If visitations of students at their worksite for WE student is required and conducted, additional extra-duty hourly can be applied</p>
<p>B.</p> <p>IS Online Course Management (Continuation Site)</p> <p>Mostly Part-Time Student(s) Enrolled in Multiple Courses</p>	<p>Management (e.g., enrollment, course assignment, settings, ongoing progress monitoring, etc.) of Digital Courseware (currently Edgenuity) of mostly part-time (less than 4 classes) IS students in mostly credit recovery (CR) courses, may have some initial credit (IC) courses.</p> <p>Once Weekly Student Meetings</p> <p>No direct instruction</p> <p>Minimal assignment/test grading</p> <p>Many courses are short/partial credits</p> <p>No traditional/proctored tests</p> <p>EOC Grades/Marks only</p> <p>Any necessary communication with admin/counselor/parent/student</p>	<p>PHS Independent Study*</p> <p><i>*Note:</i> Unless this assignment is given a section (.17 FTE), at the principal’s discretion</p>	<p>.5 hours per student enrollment paid at district hourly rate per week</p> <p>1 student = DHR x .5 hours = \$20.35 per week = \$20.35 x 39 week instructional year =</p> <p>\$793.65 per year per student</p>
<p>Independent</p>	<p>IS Assignment Category</p>	<p>IS Assignment</p>	<p>IS Assignment</p>

Study (IS) Assignment Category Title	Teacher Responsibilities	Category Examples	Category Compensation Schedule
<p>C.</p> <p>Secondary IS Online Student Management (Comprehensive Site)</p> <p>Full-Time Student(s) Enrolled in Multiple Courses</p>	<p>Management (e.g., enrollment, course assignment, settings, ongoing progress monitoring, etc.) of Digital Courseware (currently Edgenuity) of full-time (4 classes min) IS students in initial credit (IC) courses ,</p> <p>Once Weekly Student Meetings,</p> <p>No direct instruction</p> <p>Minimal assignment/test grading</p> <p>EOC Grades/Marks</p> <p>Any necessary communication with admin/counselor/parent/student</p>	<p>Initial Credit (IC) FLEX Edgenuity</p>	<p>1.5 hours per student enrollment paid at district hourly rate per week</p> <p>1 student = DHR x 1.5 hours = \$61.05 per week = \$61.05 x 39 week instructional year =</p> <p>\$2,380.95 per year per student</p> <p><u>Note:</u> typical max student FLEX IS Edgenuity capacity is 5 students per teacher</p>
<p>D.</p> <p>Secondary IS Online Single Course Management</p> <p>Single Course for Single Student</p> <p>or</p> <p>Single Course for a Cohort of Students</p>	<p>Management of Existing Digital Courseware (e.g., enrollment, course assignment, settings, ongoing progress monitoring, etc.)</p> <p>Once Weekly Student/Group Meetings,</p> <p>No direct instruction</p> <p>Minimal assignment/test grading</p> <p>EOC Grades/Marks</p> <p>Any necessary communication with admin/counselor/parent/student</p>	<p>Credit Recovery (CR) Edgenuity of single course for single student</p> <p>or</p> <p>single course for cohort of students</p> <p>8th Grade Math Acceleration (i.e., 8th graders taking Math 1 H) but can't get into a Math 1 H class due to maxed out enrollment, scheduling conflict, transportation, etc.)</p>	<p>1.5 hours paid at district hourly rate per week</p> <p>Single Class = DHR x 1.5 hours = \$61.05 per week = \$61.05 x 39 week instructional year =</p> <p>\$2,380.95 per year per course</p>
<p>E.</p> <p>Secondary Hybrid Remote Direct Instruction</p> <p>Single Course, Single Classroom</p>	<p>Original lesson planning,</p> <p>Frequent grading of assignments,</p> <p>Proctoring tests,</p> <p>Once or more weekly class meetings</p> <p>May include direct instruction</p> <p>Marking Period Grades/Marks</p> <p>Any necessary communication with admin/counselor/parent/student</p>	<p>Intermittent Remote/Online Teaching</p>	<p>3 hours per class (enrollment up to district grade level average) paid at the district hourly rate per week</p> <p>1 class = DHR x 5 hours = \$203.50 per week x 39 week instructional year =</p> <p>\$7,936.50 per year per class section</p>
<p>Independent</p>	<p>IS Assignment Category</p>	<p>IS Assignment</p>	<p>IS Assignment</p>

Study (IS) Assignment Category Title	Teacher Responsibilities	Category Examples	Category Compensation Schedule
<p>F.</p> <p>Secondary Concurrent Course Instruction</p> <p>Both In-Person Students and Remote Distance Learning Students</p>	<p>Concurrent daily and direct teaching of remote off-site students in addition to regularly scheduled on-site students enrolled in a .2 FTE section</p>	<p>Concurrent Teaching Assignment for in-person/on-campus students and remote students from other campuses</p>	<p>Concurrent/Zoom Stipend (independent of # of remote students) =</p> <p>\$2,000 per year per course</p> <p><i>Note: Additional compensation for overage above CBA established class average limit still applies</i></p>
<p>G.</p> <p>High School CTE Program Coordinator</p> <p><i>Piloted for 2022-23 School Year</i></p>	<p>*Coordination/co-planning with at least one other/additional CTE program teacher with curriculum development, parent outreach/communication, etc. This is required - see note*</p> <p>Coordinating and supporting fully-functioning CTSOs or a CTE club with outside competitions</p> <p>Training, placing and managing 100% of program enrolled students' in off-site internships and/or internal (within-site, within-program/courses) internships and ensuring accurate internship data input into SIS</p> <p>Drafting/negotiating/ revising articulated CTE capstone coursework with VCCCD deans, departments and or professors for students' dual enrollment credit</p> <p>Planning and leading field trips that occur outside of contract hours (i.e., overnights, weekends, summer, breaks)</p> <p>Facilitating completion of industry-related certifications for students</p> <p>Facilitating guest speakers from relevant careers/industries</p> <p>Working with industry partners to develop curriculum relevant to industry-specific career readiness</p> <p>Facilitating program outreach and recruitment to students and teachers at middle and elementary schools</p> <p><i>*Note: CTE Program, as opposed to a CTE pathway, is defined as having multiple CTE teachers (i.e., more than one) whereby collaboration</i></p>	<p>CTE Program Coordinator oversees a course of study that may combine/connect multiple industry sectors and/or pathways and content areas</p>	<p>10 hours weekly x 18 weeks per semester = 180 hours, x 2 semesters at DHR =</p> <p>\$14,652.00 per year</p>

	<p>and co-planning is required. The program's enrolled students are not all contained on one single CTE teacher's rosters like a traditional CTE pathway - they are spread across multiple CTE teachers' rosters).</p>		
<p>H.</p> <p>High School CTE Pathway Teacher</p> <p><i>Piloted for 2022-23 School Year</i></p>	<p>Coordinating and supporting fully-functioning CTSOs or a CTE club with outside competition</p> <p>Working with industry partners to develop curriculum relevant to industry-specific career readiness</p> <p>Facilitating student internship opportunities with industry partners, managing intern placements and ensuring internship data input into SIS</p> <p>Drafting/negotiating/ revising articulated CTE capstone coursework with VCCCD deans, departments and or professors for students' dual enrollment credit</p> <p>Facilitating guest speakers from relevant careers/industries</p> <p>Facilitating completion of industry-related certifications for students</p> <p>Planning and leading field trips that occur outside of contract hours (e.g., overnights, weekends, summer, breaks)</p> <p><i>Note: CTE Pathway is defined as a two course sequence with a concentrator and capstone course, may be taught by a single teacher with all pathway students on a single teacher's rosters.</i></p>	<p>1 per CTE pathway and industry sector, 1 per site.</p>	<p>90 hours per semester, x 2 semesters at DHR =</p> <p>Up to \$7,326.00 per year</p>
<p>I.</p> <p>High School CTE Program Teacher</p> <p><i>Piloted for 2022-23 School Year</i></p>	<p>Supporting all efforts of and co-planning with CTE Program Coordinator and other participating Program teachers.</p> <p>Facilitating guest speakers from relevant careers/industries</p> <p>Planning and leading field trips that occur outside of contract hours (i.e., overnights, weekends, summer, breaks)</p> <p>Drafting/renewing articulated CTE capstone coursework agreements with VCCCD deans/departments/professors for students' dual enrollment credit</p> <p><i>Note: CTE Program is defined as multiple teachers (more than one) with some students enrolled in the overall program that are on more than a single program teacher/coordinator's class rosters.</i></p>	<p>1 per CTE program, per industry sector, per site.</p>	<p>Up to 2 hours per week x 18 weeks per semester = up to 36 hours, x 2 semesters at DHR =</p> <p>Up to \$2,930.40 per year</p>
<p>J.</p> <p>Secondary Advisory</p>	<p>Coordinating the RTI/MTSS intervention and/or enrichment programming during advisory/seminar periods</p>	<p>Advisory Intervention Coordinator may be a teacher or</p>	<p>3 hours weekly x 18 weeks per semester = 54 hours, x 2 semesters DHR =</p>

<p>Intervention Coordinator</p> <p><i>Piloted for 2022-23 School Year</i></p>	<p>Analyzing quarterly student academic performance to determine enrollment/placement of students in advisory interventions</p> <p>Communicating with parents, students and staff about intervention placements and student progress during intervention time-frame</p> <p>Collecting, analyzing, reporting and presenting data on students' progress to administration, counselors and relevant staff</p> <p>Data analysis (e.g. D/F's, etc.) to evaluate effectiveness of interventions</p>	<p>counselor, or the duties may be shared/split between more than one certificated staff member</p>	<p>\$4,395.60 per year</p>
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Note 3: Upon ratification and VUSD Board approval, this MOU will be effective retroactive to July 1, 2022, and shall sunset at the conclusion of the 2022-2023 school year. This MOU may be modified and/or extended beyond 2022-23 by the mutual consent of VUEA and the District.

Note 4: Payments for completion of job duties/services outlined in second column are provided monthly

Note 5: In the event of a midyear assignment change, the exiting teacher will not be paid the remainder of the year's monthly payments. The remaining monthly payments will be applied to the new teacher taking the assignment and fulfilling the duties.

Note 6: Upon ratification of this MOU, VUSD Chief Innovation Officer, District CTE personnel and site administration will hold a meeting with all High School CTE teachers to determine who is designated G, H or I. District administration, site administration and CTE teachers will collaboratively agree on commitments of how and when each of the outlined job duties/responsibilities in the second column will be fulfilled and documented in a pathway/site-specific manner.

Agreed to this 1st day of November, 2022.

Side Agreement between Ventura Unified Education Association and Ventura Unified School District
for Transition
from Gold Coast Joint Benefits Trust
to California Schools Employee Benefits Organization

December 13, 2022

VUEA and VUSD agree to the following for the change from Gold Coast Benefits Trust to California Schools Employee Benefits Organization (CSEBO):

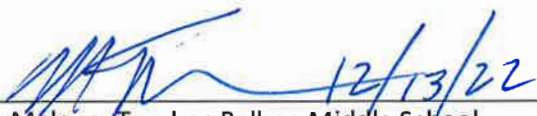
- A. Unit members shall remain in the health plan they chose during the open enrollment period in the fall of 2022 until January 1, 2024.
 - a. If a unit member is in the Anthem/Blue Cross PPO under Gold Coast Joint Benefits Trust they shall be in the equitable Anthem/Blue Cross PPO under CSEBO.
 - b. If a unit member is in the Kaiser HMO under Gold Coast Joint Benefits Trust they shall be in the equitable Kaiser HMO under CSEBO.
- B. Unit members may change their plan during the Fall 2023 Open Enrollment period for the calendar year 2024.
- C. Unit members may change their plan if they undergo a qualifying life changing event.
- D. The unit members may take Cash-in-Lieu beginning 7/1/2023 if they qualify per the rules put forward by CSEBO and agreed upon by VUEA/VUSD (refer to Articles 18 and 19).
- E. VUSD and VUEA shall meet to discuss the VUSD funding amount for HSA plans.
- F. VUSD and VUEA shall meet to discuss providing one or more plans for self-pay retirees.
- G. There is a joint interest for VUEA and VUSD to meet and discuss any proceeds coming to VUSD from leaving the Gold Coast Joint Benefits Trust. It is the intent of VUEA that any funds from Gold Coast Joint Benefits Trust shall be used to mitigate any health insurance cost increases to remain under the \$25.7 million cap.



Dan Nelson, VUEA-President
Chief Negotiator



Gina Wolowicz, Asst. Supt.-Human Resources
Chief Negotiator



Mike Malone, Teacher-Balboa Middle School
Co-Negotiator

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