

VUEA Initial Proposal to VUSD 01.11.24

VUSD to VUEA Counter #1 1.17.24

VUEA to VUSD Counter #1 01.17.24

VUSD to VUEA Counter #2 1.17.24

VUEA to VUSD Counter #2 01.122.24

## 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 Night **and/or graduation**; 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. ~~Unit members at elementary schools shall not have recess supervision duties.~~  
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 **Comprehensive** High School Level (Buena, Foothill Technology, Ventura): Bargaining unit members shall not be required to have more than five (5) assigned classes. The duty day ~~is~~ 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.~~  
~~1. All comprehensive high schools will maintain an approved 7 period instructional day bell schedule that shall include one teacher preparation period equivalent to one instructional period.~~  
~~2. All comprehensive high schools Foothill Technology All comprehensive high schools will maintain an advisory\* period in their bell schedule, equivalent to at least 2 hours 1.5 hours per week, in blocks of at least 30 minutes, that counts towards state instructional minutes within the 7 period instructional day. (For comprehensive high schools that do not currently have an advisory period, Article 27 timelines will be waived to allow for planning for the 24-25 bell~~

~~schedule change necessary to allow advisory) (For comprehensive high schools that do not currently have formalized advisory periods outlined in their bell schedules, Article 27 timelines will be waived to allow for planning for the 24-25 bell schedule change necessary to allow advisory)~~

~~a. Advisory\* is defined as:~~

~~i. non 5 semester credit-bearing class~~

~~ii. grading and lesson planning preparation are not required~~

~~iii. may include individual/small group academic interventions, academic help/support, supervising test make-ups, etc.~~

~~iv. may include attendance taking~~

~~v. students assigned to a teacher's advisory may/may not be students enrolled in the teachers' regularly scheduled classes~~

~~vi. students in advisory do not count towards a teacher's student contacts~~

~~3. At all comprehensive high schools, the second non-class period for 5 of 7 teachers will be for educational duties, at the principal's discretion, which includes but is not limited to the following: (such as IEPs, SSTs, 504s, collaboration) as outlined in Article 8.~~

~~a. Professional Learning Communities Designing common assessments, analyzing results, common prep planning~~

~~b. Small group academic supports (non-planning/grading)~~

~~c. Co-teaching supports (non-planning/grading)~~

~~d. Supervising student-student peer mentorships/tutoring~~

~~e. Instructional rounds/peer observations~~

~~f. Attending IEPs, SSTs, 504s~~

**4. Buena High and Ventura High will maintain advisory time within each period.**

~~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/~~Counselors 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 **and/or graduation** 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, **Open House and/or graduation.**
- 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, **Foothill**, 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 + ~~5-40~~ 8 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 his/her assignment for the subsequent school year prior to the end of each current school year.

VUEA President (TOSA) 185 days + ~~5-40~~ 40 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. ~~Unit members who are required to attend graduation outside of contractual hours shall receive compensation at the district hourly rate. Unit members who are required to work graduation outside of contractual hours can leave when students are dismissed on the day of the graduation ceremony.~~ 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~~ **All reasonable attempts shall be made to conduct** IEP, 504 and SST meetings ~~shall be held~~ during the ~~scheduled contractual~~ **scheduled** work day ~~unless parent/guardian requests after school~~; release time will be granted as needed. ~~To ensure that a certificated person is in a classroom with students, substitutes will be provided to all bargaining unit members. Bargaining unit members who are required to attend an IEP beyond the contractual work day (past eight (8) daily hours) shall be paid at their hourly rate of pay.~~ 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.