11.13.2025 VUEA to VUSD Initial Proposal
VUSD to VUEA Counter #1 1.7.26
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VUSD to VUEA Counter #2 1.7.76

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~~ 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)~~ ~~five (5)~~ 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~~ 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. ~~Teacher-Librarians shall not be used for substitute teaching.~~

Teachers and 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.

All itinerant bargaining unit members shall be allotted appropriate travel time as part of the work day.

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. Site and/or district administrators shall not attend the allotted union time.

~~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.~~ 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~~ or FTHS.

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

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 pre-approved by site administrator per PWYC
Athletic Directors: 185 days+ ~~10~~ ~~days~~ 10 half days pre-approved by site administrator per PWYC
Teacher-Librarians: 185 days+ 10 days pre-approved by site administrator per PWYC
Senior High Counselors: 185 days+ 10 days pre-approved by site administrator per PWYC
Middle School Counselors: 185 days + ~~5~~ ~~10~~ ~~5~~ ~~8~~ 5 days pre-approved by site administrator per PWYC
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.

*PWYC Positive Work Year Calendar

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 interests shall be considered when the additional assignments are being determined.

~~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.~~ Transitional Kindergarten/Kindergarten teachers who do not work extended-day or full-day are required to ~~assist~~ provide professional assistance for the remainder of the sixty minutes, or a portion of the 60 minute assignment, in another capacity listed above~~; this can include 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~~. (*The following sentence was moved from the beginning of this paragraph to the end of this paragraph) *Teachers working in a full-day or extended-day transitional kindergarten/kindergarten are not required to work an additional 60 minutes of each workday.

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 majority approval by school site transitional kindergarten and kindergarten teachers. In the event of a tie, first grade teachers will be included in a revote.
    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.

~~2. The same process shall be utilized to decrease a Full Day Transitional/Kindergarten/Kindergarten to an Extended Day program.~~

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 (2) 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. ~~Teachers shall be compensated at the District hourly rate for any single adjunct duty that extends beyond six (6) hours (except for VUEA adjunct duty).~~ 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~~. Teachers who serve as VUEA Site Representatives or Executive Board Members shall be assigned one fewer adjunct duty. ~~Elementary Education Specialists, Middle School Education Specialists, and Speech-Language Pathologists shall not be assigned any adjunct duties.~~

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. ~~All bargaining unit members shall receive compensation at the district hourly rate for IEP or SST meetings that occur outside the 8 hour workday. All bargaining unit members shall receive compensation at the district hourly rate for IEP meetings that occur outside the 8 hour workday.~~ 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.

O. ~~Involuntarily Moving Classrooms~~ ~~Involuntarily Moving Classrooms at Same Site~~

~~When teachers are required to involuntarily move classrooms at the same site or involuntarily transferred to a different site, they shall be compensated up to sixteen (16) hours at the District hourly rate. for same site movement. and up to twenty-four (24) hours for moving to a different site. The District shall provide support in moving materials to the new location. When teachers are required to involuntarily move classrooms at the same site they shall be compensated up to sixteen (16) hours at the District hourly rate.~~