

ARTICLE 12: SALARIES

12.21.1 The Salary Schedule (Appendix ~~Appendices~~ A-2 [including hourly rates], A-3, A-4) will be increased by ~~3.28% retroactive to January 1, 2014, 6.26% effective January 1, 2015~~ **6% retroactive to July 1, 2015**. All tentative agreements reached shall be valid only upon ratification of this Contract by both the Vista School District Board of Trustees and the membership vote of the Vista Teachers Association.

12.4.1 Effective July 1, 2015, ROP/CTE teachers who teach in grades TK-12 who meet the “highly qualified teacher” provision of NCLB (possess a four-year college degree and credential [Designated Subject, or Single Subject, or Standard Secondary in their career technical education discipline] shall be placed on the Teachers Salary Schedule (Appendix A-2). ROP/CTE teachers who do not meet these requirements shall be placed on the Adult Ed/ROP Salary Schedule (Appendix A-4). ROP teachers would remain as temporary employees (Education Code 44910) unless they also possess a current multiple subject and/or current single subject credential. Highly-Qualified CTE teachers shall not be temporary employees as per Article 12.4.1.2.

12.4.1.1 Step placement on Appendix A-2 for current ROP/CTE teachers [2015/2016] will be based on the sum of years of service in VUSD [year of service defined by Article 12.14] as a certificated contracted employee (hourly or salary) and any public school teaching experience outside the District but within the United States. The number of years for service outside the District shall not exceed the limits set forth in Article 12.5.

12.4.1.2 Current ROP/CTE teachers (2015/2016) who are not yet highly-qualified, must become highly-qualified by June 30, 2019, for the step placement in 12.4.1.1 to apply. If a current ROP/CTE teacher becomes highly-qualified after June 30, 2019, step placement will be based upon Article 12.10.

12.4.1.3 For the 2015-2016 school year, CTE teachers who teach in grades TK-12 who meet the “highly qualified teacher” provision and have taught in VUSD prior to the 2015-2016 school year shall be considered to have year 2 probationary status. Those newly hired for the 2015-2016 school year shall be considered to have year 1 probationary status.

12.10 Time spent in excess of one year in the last step of Classes A, B, C, D and E will not accumulate for the purpose of making more than one (1) step change per year as an individual qualifies for a class advancement. Highly-qualified ROP/CTE teachers who are hired after January 1, 2016 and current ROP/CTE teachers (2015/2016) who become highly-qualified after June 30, 2019, will be placed on the A-2 salary schedule, but time spent in excess of one year in the last step of Appendix A-4 will not accumulate for the purpose of making more than one (1) step change per year as an individual qualifies for a class advancement.

12.21.4 Effective July 1, 2016 the Salary Schedules (Appendices A-2, A-3 and A-4) will be increased by 1.09% as compensation for increasing the number of instructional days from one hundred eighty (180) days to one hundred eighty-two (182) days.

12.5 Effective January 1, 2016, bargaining unit members shall receive up to 10 years of service credit on the salary schedule for public school teaching experience outside the District but within the United States. Any bargaining unit members hired after April 25, 2005, but prior to January 1, 2016, who are still employed at the time of this agreement, shall be placed on the salary schedule at the same step

they would have achieved had this clause been in effect between April 25, 2005 and December 31, 2015. This adjustment will be made on July 1, 2016.

ARTICLE 13:

13.1.2.1 **Beginning July 1, 2016 and for** For the duration of this contract, the District will contribute a maximum, depending on choice of plan, per full-time unit member (**part-time prorated**) for medical, dental, vision, and life insurance, ~~\$4,800~~ **\$11,100** toward the purchase of benefits for bargaining unit members.

13.1.2.3 The monthly (12-pay) amount the district will contribute a maximum, depending on choice of plan per full-time unit member (part-time prorated) will be ~~\$900~~ **\$925.00**.

ARTICLE 17: WORK YEAR

Effective JULY 1, 2016, THIS VERSION OF ARTICLE 17 REPLACES THE SIDE LETTER THAT IS IN EFFECT FROM MAY 21, 2015 UNTIL JUNE 30, 2016.

ARTICLE 17: WORK YEAR

17.1 K-12 DISTRICT CALENDAR COMMITTEE

17.1.1 A single Vista Unified School District calendar committee will be established to develop the K-12 calendars for the 2004-2005 school year and ensuing years. All other District calendar committees will be eliminated.

17.1.1.1 The committee will include: two (2) teachers from grades K-5, two (2) teachers from grades 6-8, two (2) teachers from grades 9-12, one (1) VTA representative, the VTA president or designee, one (1) member of the Staff Development Council, one (1) administrator from each grade level, K-5, 6-8 and 9-12, and one (1) District level administrator or designee. Other shareholders may be included on the committee.

17.1.1.2 The intent of the committee is to have a three (3) year District calendar. Therefore, each year, the committee will make a recommendation to the Board of Trustees for the upcoming third year.

17.1.1.3 The committee will begin meeting on or before October 15th and the calendar recommendation will be submitted to the Board of Trustees by February 1st.

17.1.1.4 Service on the committee is voluntary and unpaid and will receive three event credits.

17.2 K-8 CALENDAR

17.2.1 The K-8 work year calendar shall be one hundred eighty-five ~~seven~~ **seven** (1857) days for teachers new to the District and one hundred eighty-four ~~six~~ **six** (1846) days for teachers with at least one year's service to the District. These days will be distributed as follows:

17.2.1.1 One hundred eighty-~~two~~ **two** (1802) teaching days

17.2.1.2 One six (6) hour site day to be used as a teacher preparation day before school starts. Opening day staff meeting may not exceed ninety (90) minutes.

17.2.1.3 The equivalent of six (6) hours or one day to be used for parent conferences conducted outside the contracted day. Two (2) evenings during the parent conference window, determined by the Site Shared Governance Team, will be made available to schedule parent conferences. If no Site Shared Governance

Team exists, then the Site Leadership Team will make that determination. In the event the parent conference requirement has been fulfilled before the end of the parent conference window period, the Principal will excuse the unit member from the evening conferences.

17.2.1.4 Professional Development Days ~~If State funding is available for Staff Development Days, the days will be~~ The days will be distributed as follows:

17.2.1.4.1 ~~One~~ **Two** days (7.5 ~~15~~ hours) of **Staff Professional** Development directed by the District.

17.2.1.4.2 ~~One day (7.5 hours) of Personal Staff Development will be offered by the District. This day will be optional with the teacher retaining the right to choose from District opportunities or to substitute an out-of-District opportunity with prior approval from the District Staff Development Committee.~~

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

17.2.1.6 Summary of K-8 Calendar

~~1802~~ Student Contact Days

1 Teacher Prep Day **following 90 minute staff meeting**

1 Equivalent day for Parent Conference (6 hours beyond contract day)

2 Professional Development Days (**directed by the District**)

1846 Total

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

1857 Total for teachers new to the District

17.2.1.7 K-8 Minimum Days.

Extended instructional minutes will be utilized so that grades K-8 will institute minimum student days for parent conferences/**staff professional** development during the school year.

17.2.1.7.1 To meet the required instructional minutes in a one hundred, eighty-~~two~~ **two** (~~180~~ **182**) student contact day year:

17.2.1.7.1.1 Traditional Kindergarten will be extended one (1) minute per day.

17.2.1.7.1.2 Grades 1-8 and full day Kindergarten will be extended three (3) minutes per day to meet the required instructional minutes in a ~~180~~ **182** student contact day year.

17.2.1.7.2 This allows for a total of six (6) minimum days per year of which four (4) will be parent conference days and two (2) will be site **staff professional** development days.

17.2.1.7.3 The Site Based Decision Making Committee will determine the topic for the site **staff professional** development days. The District Calendar Committee will select the dates for minimum day parent conferences and minimum day **staff professional** development.

17.2.1.8 Any instructional minutes changed to modify the school day shall meet the State requirement for the annual instructional time. The Association and District mutually agree to adjust the minutes should they be out of State compliance.

17.2.2 The Site Based Decision Making Committee at each site will meet to develop and recommend the content of **staff professional** development for a review and approval by the District Staff Development Council. If no Site Based Decision Making Committee exists, then the Site Leadership Team will make that determination. Members of this committee will not be paid for their services after the contract day but will receive event credit.

17.3 9-12 CALENDAR

17.3.1 The 9-12 work year calendar shall be one hundred eighty-~~five~~**seven** (1857) days for teachers new to the District and one hundred eighty-~~four~~**six** (1846) days for teachers with at least one year's service in the District. These days will be distributed as follows:

17.3.1.1 One hundred eighty-~~two~~ (1802) teaching days.

17.3.1.2 One six (6) hour site day to be used as a teacher preparation day before school starts. Opening day staff meeting may not exceed ninety (90) minutes

~~17.3.1.2 Six (6) hours of staff development directed by the District (this date to be placed on the District calendar).~~

17.3.1.3 Six (6) hours of **site-based professional staff** development selected by the unit member. Prior approval is not needed but documentation is required (this date is to be placed on the District calendar).

17.3.1.4 Professional Development Days. The days will be distributed as follows:

17.3.1.4.1 ~~One~~ **Two** days (~~7.5~~ **15** hours) of Professional Staff Development directed by the District.

~~17.3.1.4.2 One day (7.5 hours) of Personal Staff Development will be offered by the District. The day will be optional with the teacher retaining the right to choose from the District opportunities or to substitute an out of District opportunity with prior approval from the District Staff Development Committee.~~

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

17.3.1.6 Summary of 9-12 Calendar

1802 Teaching Days

4 2 Professional Staff Development Days directed by the District

1 Teacher Prep Day **following 90 minute staff meeting**

1 **Site-Based Professional Staff** Development Day directed by the unit member

~~2 Professional Development Days~~

1846 Total

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

1857 Total for teachers new to the District

17.4 Return to the 1802 Student Day Calendar (Traditional) from the YRE Calendar

17.4.1 In the event that the Board of Trustees decides to return any school on a year round education calendar to the 1802 student day calendar (traditional), the teacher work year, workday and instructional minutes shall return to but not exceed the 1989-90 contract.

17.4.2 The District and Association agree that any future move to the 1802 student day calendar (traditional) from the year round calendar (or the reverse) will have no impact on the uniform Teachers' Salary Schedule/Benefits at the time of the change of calendars. The teachers on either calendar will be compensated equally.

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

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

17.4.4.1 All new hires will be placed on the July 1 through June 30 pay cycle.

17.4.4.2 Bargaining unit members involved in Track/Transfer changes will be placed on the July 1 through June 30 pay cycle and no longer have skipped warrants.

17.4.4.3 If a bargaining unit member retires from the District and his/her contract work year days have been completed by June 30th of the current year that member will receive all due annual compensation for his/her services by June 30th of that year.

17.5 EXTENDED WORK YEAR

17.5.1 The District within its discretion may request employees to work additional days beyond their regular work year. Employees who agree to do so shall be paid on a per diem basis. Employees shall be credited with one additional illness leave day for each such full twenty (20) additional days actually worked.

17.5.2 The District within its discretion may request employees to work different student attendance days than those on the regular work calendar without changing the number of workdays. Employees who agree to do so may rescind such agreement on a yearly basis.

17.5.3 Both the employee and the District are obligated to submit written notification of any intent to change an extended contract for the succeeding school year. Notification will be submitted no later than May 1.

17.6 EXTENDED WORK YEAR FOR EXTRA DUTIES. The District may request and the unit members in the classifications listed below may agree to the following number of mutually agreed upon days of extended duty which will be compensated at the per diem rate:

High School

A.S.B. Director 10 days

Athletic Director 10 days

Counselors 10 days

FFA/Agriculture Advisor 20 days

Librarian 10 days

Work Experience 5 days

IB Coordinator 5 days

DECA Coordinator 5 days

Student Store Coordinator 5 days

Middle School

Librarian 10 days

Counselor 5 days

17.7 EXCHANGE DAYS (K-12) - The practice of K-12 teachers trading days will be allowed with the following provisions:

17.7.1 Five (5) exchange days per school year will be allowed for each teacher. Teachers do not have to state their reason for requesting an exchange.

17.7.2 The site administrator will be notified five (5) days prior to the trade.

17.7.3 In extenuating circumstances where a teacher needs more than the five (5) days allowed, a unit member may appeal in writing to his/her principal for additional days. The granting of additional days must have approval of the District Office and site administrator.

17.7.4 If the unit member who is responsible for being the classroom teacher should be absent because of illness, the sick day shall be charged to that unit member.

17.7.5 Partial contract unit members will be allowed exchange days within their schedule with the same provisions as Article 17.7.1 through 17.7.4.

17.7.6 The District and/or the Association bear no responsibility for the enforcement of private exchange agreements between individual teachers nor shall the District or Association be liable for the payment of additional compensation based upon any teacher working beyond his/her regular work year pursuant to any private exchange day agreement.

17.8 STAFF DEVELOPMENT DAYS

~~17.8.1 Attendance at Staff Development Days shall be mandatory for all certificated employees described in this Article.~~

~~17.8.1.1 In the event an employee is absent due to illness or another approved day of leave on a designated Staff Development Day, the employee shall be given the opportunity to make up the days of absence by attending another Staff Development Council sanctioned SB 1193 Staff Development Day during a~~

~~non-scheduled workday for the employee.~~

~~17.8.1.2 Staff Development hours must be beyond the contract day.~~

~~17.8.1.3 Make-up opportunities shall be flexible as possible to take full advantage of accessing SB 1193 funding.~~

~~17.8.1.4 Procedures for implementing this Article shall be developed by the Staff Development Council.~~

~~17.8.1.5 Staff Development activities will be monitored by the Staff Development Council.~~

~~17.8.1.6 Due to State regulations, in the event any portion of the Staff Development Day session is missed for any reason, the entire time of that Staff Development session must be made up by the unit member to receive credit, regardless of the amount of time missed.~~

~~17.8.2 An employee who is absent on a Staff Development Day and who does not make up the absence in accordance with established procedures shall be docked a day's pay for each day for non-attendance.~~

~~17.8.3 Staff Development Days are on the Basic Teachers Salary Schedule.~~

**Memorandum of Understanding
Between
The Vista Teachers Association
and
The Vista Unified School District**

Should there be an increase in funded LCFF base grant revenue when comparing First Interim for 2016 - 2017 and Unaudited Actuals for 2015 / 2016 after subtracting the cost of the \$300 increase in the benefits cap for the 2016 / 2017 school year, 63% of the difference in base grant revenue will be applied to the Salary Schedule (Appendices A-2, A-3, and A-4) for 2016 / 2017 retroactive to July 1, 2016.

For the 2016-17 school year only, VUSD and VTA agree not to engage in any contract reopeners. The following formula will be used to determine the amount of salary increase, if any, that will be added to the Salary Schedule (Appendices A-2, A-3, and A-4), effective July 1, 2016.

LCFF base grant revenues is defined as the additional total LCFF revenues less the supplemental and concentration additional allocation.

1. LCFF funded base grant revenues received for 2016-17 (according to the 2016-17 VUSD 1st Interim report FCMAT calculator) and subtract the LCFF funded base grant revenues that were received for 2015-16 VUSD unaudited Actuals report FCMAT calculator)
2. The result from step 1 multiplied by .63 (63%)
3. The cost of the \$300 increase to the VTA health benefit cap shall be deducted from the result in Step 2.
4. Divide the result from Step 3 by the 16/17 cost of a 1% salary increase for the bargaining unit.
5. The resulting amount will yield the percentage to be added to the salary schedule, retroactive to July 1, 2016. If the amount is negative then no change shall be made to the salary schedule.

Example: If LCFF funded base grant revenues for 2015-16 are \$180,000,000 (unaudited actuals-calculator) and 2016-17 are projected at \$187,000,000 (FCMAT calculator) and the cost of a 1% salary increase is \$1 million, then:

- a. $\$187,000,000 - \$180,000,000 = \$7,000,000$ increase
- b. $\$7,000,000$ less supplemental & concentration ($\$5,000,000$)= $\$2,000,000$
- c. $\$2,000,000 \times 63\% = \$1,260,000$
- d. $\$1,260,000$ - estimated $\$300,000$ health benefit increase = $\$960,000$
- e. $\$960,000 / \$1,000,000 = 0.96$
- f. The Salary schedule would be increased by 0.96%

Hourly teachers who have worked in excess of 100 hours between July 1, 2016 and December 1, 2016 shall receive a retroactive increase from July 1, 2016 equivalent to the salary schedules after reviewing the 1st Interim report in 2016-17. The hourly rates on Appendix A-2 shall be increased equivalently on January 1, 2017.

Should the 2016-17 Unaudited Actuals indicate an increase to the LCFF total revenue (base grant plus supplemental and concentration) in excess of $\$300,000$ beyond the 2016-17 1st Interim report, the proportionate share (63%) of the base amount shall be applied retroactively to the salary schedule effective July 1, 2016. If that amount is less than $\$300,000$ in excess of the 1st Interim report, the proportionate share (63%) of the base amount shall be applied retroactively to the salary schedule effective July 1, 2017. The hourly rates on Appendix A-2 shall be increased by the equivalent amount on January 1, 2018.

ROP/CTE Advisory Group: The District will form an advisory group of ROP/CTE staff and teachers, which will meet at least two times per year to discuss specific issues as they relate to the operation of ROP/CTE programs. The group shall have an even number of members, of which the VTA will select one-half.

THE PARTIES AGREE TO THIS MEMORANDUM OF UNDERSTANDING,

VISTA UNIFIED SCHOOL DISTRICT

VISTA TEACHERS ASSOCIATION

Devin Vodicka, Ed.D., Superintendent

Tod Critchlow, VTA President

Date

Date