

## Bargaining Update

February 5, 2010

Members of the District Bargaining Team: John Niederkorn, Ed Santopadre, Tom Davis, Kim Forrest, Randy Henry.

Members of the VTA Bargaining Team: Gary Masterson, Tim Sisson, Kim Campbell, Tim Yearnshaw, Brenda Hensley, Kent Puddy.

Session was scheduled from 8 -1. Session lasted from 8 - 6.

Work continued on options for potential savings.

The options of potential operational cost savings are presented below. Some of the potential options/savings associated with the list were changed from the last session. Some items are still being researched.

### Temporary options

### Potential savings

Salary Schedule rollback, 1%	\$442,615
Freeze, step & column increase	\$564,211
Suspend Schedule K stipends	\$476,156
Increase hiring ratio (9 -12) (1 student)	\$338,000
Increase hiring ratio (7, 8) (1 student)	\$158,000
Increase hiring ratio (K-6) (1 student)	\$2,000,000
Increase hiring ratios (K - 3) (1 student)	\$207,000
Increase hiring ratios (4 - 6) (1 student)	\$207,000
Increase class size (K - 3) (1 student)	\$207,000
Increase class size (4 - 6) (1 student)	\$207,000
Increase student contacts (7, 8) (5 students)	\$158,000
Increase student contacts (9 - 12) (5 students)	\$338,000
Increase summer school class size (per school)	\$10,800
Reduce work calendar (per day)	\$243,000
Furlough (per day)	\$243,000
Same work calendar, donate back money (per day)	\$243,000
Reduce work calendar, leave day, donate back money (per day)	District removed
Modify elementary prep inside instructional day by 1	\$664,000
Establish individual Health cap	District removed
Reduce Health cap	\$332,551
Reduce Health cap (prorate by staff reduction)	\$504,000
Include in-lieu cost in Health cap	\$385,200
Pro-rated Health cap for eligible part time members	\$116,850
Eliminate 7-year deferral for retirees (per retiree)	\$10,500
Reduce Health carryover monies	\$87,535
Temporarily suspend pay for I.E.P. meeting outside duty day	\$2,750
Temporarily reduce sick leave from 12 days to 10 days	\$5,000
Temporarily suspend sick leave bonus (per year)	\$16,315
Flat dollar amount donation (\$360/FTE (prorated))	\$230,940

After much discussion concerning the numbers, a compromise was reached that the money saved from increasing the hiring ratio by one at each level would result in a savings of \$981,000.

The District presented a proposal concerning Article 9, Class Size.

### ARTICLE 9 - CLASS SIZE

#### 9.1 Hiring Ratio

~~9.1.1 The hiring ratios for classroom teachers shall be:~~

~~K-3 29:1 4-6 29:1 7-8 27:1 9-12 26.6:1~~

~~9.1.2 Nurses, librarians, media specialists, special education teachers, psychologists, content area specialists, counselors, reading specialists, opportunity class teachers or any other unit member not assigned as a regular classroom teacher will not be used in the computation or application of the above hiring ratio.~~

9.1.1 The hiring ratio for Speech Therapists will be calculated as follows:

October CBEDS count times 4.2% divided by 55 equals FTE for subsequent year

#### 9.2 Balance - Elementary

9.2.1 Reasonable effort shall be made to balance class size in each grade level in the individual elementary schools.

9.2.2 Reasonable effort shall be made at YRE schools to balance class size at each grade level between all teachers on all schedules.

9.2.3 After two (2) weeks have elapsed in any semester/trimester the placement of the thirty-fourth (34) student in any single grade level **intermediate (4-6)** elementary classroom or the placement of the thirty-second (32) student in any combination class shall cause the Superintendent or his designee, a designee of the Association, the Principal of the affected school, to meet to implement workable enrollment option(s) for future students in an effort to avoid further increases in the size of that class.

9.2.3.1 **After two (2) weeks have elapsed in any semester/trimester the placement the thirty second (32) students in any single grade level primary (K-3) elementary classroom or the placement of the 30<sup>th</sup> student in any combination class shall cause the Superintendent or his designee, a designee of the Association, the Principal of the affected school, to meet to implement workable enrollment option(s) for future students in an effort to avoid further increases in the size of that class.**

9.2.4 For purposes of counting student placement in a class, Special Day Class students who are mainstreamed for more than fifty percent (50%) of a day in a single class count in that class.

#### 9.3 Balance - Secondary

9.3.1 Reasonable effort shall be made to balance class sizes at the secondary level.

9.3.2 After two (2) weeks have elapsed in any semester the placement of the one-hundred eighthly three (**183**) student with any teacher of other than music or physical education shall cause the principal, teacher and a designee of the Association to meet to implement workable class assignment options in an effort to that would avoid further increases in that teacher's student load. Exception to this process may be made by mutual agreement.

9.3.3 After two (2) weeks have elapsed in any semester, secondary school physical education class sizes shall not exceed the following limit:

9.3.3.1 The average of all physical education classes at the individual school site, plus eight (8) students, but not including 6<sup>th</sup> period physical education classes at the high school in the school site average. In the event that a

student is to be transferred from an academic class in order to balance physical education classes, a meeting will be held with the counselor, site administrator and physical education teacher to explore alternatives.

#### 9.4 Exceptional Needs

The District shall assign students with exceptional needs to a least restrictive environment on a fair and reasonable basis. The District agrees to meet and confer with the Association to determine whether or not the implementation of the State's Master Plan for Special Education has brought about class size/balance problems. If it is determined that problems exist, solutions will be discussed and agreed upon changes implemented. Meetings may be called by either party.

### **The VTA Bargaining Team presented the following to the District representing a potential savings to the District of \$981,000.**

The following package is for settlement of the 2008-09, 2009-10, and 2010-11 contract between the Vacaville Teachers Association and the Vacaville Unified School District. This package is offered for settlement and available through 5:00 pm on February 5, 2010. Any other outstanding VTA or District proposals not included shall be considered not part of the agreement.

In the event that this package is not accepted, it shall be considered null and void and any previously presented VTA proposals shall be considered to be on the table for settlement.

Furthermore, it shall be understood that the following be "temporary" as discussed at the table. Any language alterations shall revert back to their previous wording prior to this agreement.

All previously signed Tentative Agreements shall be permanently incorporated into the contract. Any ongoing/active Memoranda of Understanding shall be incorporated into the contract permanently.

#### **Salary**

##### **2008 - 09**

- **Increase all cells by zero percent (0%) applied across the board to all salary schedules including all components of Schedule K retroactive to July 1, 2008. This is applicable to all unit members employed during 2008-09.**

##### **2009 - 10**

- **Increase all cells by zero percent (0%) applied across the board to all salary schedules including all components of Schedule K. This is applicable to all unit members employed during 2009-10.**

##### **2010 - 11**

- **Increase all cells by zero percent (0%) applied across the board to all salary schedules including all components of Schedule K. This is applicable to all unit members employed during 2010-11.**

The following article goes into effect upon ratification of the contract and sunsets June 30, 2011.

**4.1.8** *Multi-site unit members that travel between sites during their preparation time shall receive compensation for loss of preparation time. The unit member may choose one of the following methods of compensation:*

**4.1.8.1** *Release from meeting time responsibilities;*

**4.1.8.2** *Release from adjunct duty responsibilities;*

**4.1.8.3** *Compensation time;*

**4.1.8.4** *Schedule K hourly rate of pay.*

The following article goes into effect upon ratification of the contract and sunsets June 30, 2011.

## **4.2 Meetings**

**4.2.1** *The District may schedule up to one (1) hour per month of each unit member's time in addition to the regular work time. These meetings shall be adjacent to the duty day and may not exceed one (1) hour. Meetings starting before the end of the duty day shall not continue beyond one (1) hour past the duty day.*

*This time may be used for:*

**4.2.1.1** *Faculty meetings.*

**4.2.1.2** *Professional growth/in-service training activities.*

**4.2.1.3** *Department/Grade level meetings/Collaborative/planning time. The agenda of these meetings shall be determined by the members of the Department/Grade level.*

~~**4.2.1.4** *Meetings such as WASC accreditation, State and Federal projects (i.e. Site Planning, Title 1, etc.) will be held when required. The length of these meetings shall not exceed twelve (12) hours per year beyond the duty day.*~~

The following article goes into effect upon ratification of the contract and sunsets June 30, 2011.

## **4.1.6 Adjunct duties**

**4.1.6.2** *The schedule of adjunct duties shall be publicized in a timely manner.*

**4.1.6.2.1** *Except for Back-to-School, secondary teachers shall not be required to participate in more than three (3) duties beyond the duty day. Secondary adjunct duties shall not exceed eight (8) hours for the school year.*

**4.1.6.2.2** *Except for Back-to-School and Open House, elementary teachers shall not be required to participate in more than one (1) duty beyond the duty day. The elementary adjunct duty shall not exceed eight (8) hours for the school year.*

**4.1.6.2.2.1 Due to the nature of their assignment, teachers assigned to combination classes shall not be assigned adjunct duties beyond the duty day other than Back-to-School and Open House.**

The following article goes into effect upon ratification of the contract and sunsets June 30, 2011.

**9.1 Hiring Ratio**

**9.1.1 The hiring ratios for classroom teachers shall be:**

**K-3 30:1                      4-6 30:1                      7-8 28:1                      9-12 27.6:1**

**After a lengthy caucus, the District presented the following proposal.**

VUSD accepts the VTA offer of 0% salary schedule adjustment for 2008-09, 2009-10, and 2010-11 contract years.

VUSD accepts the 5 previously signed Tentative Agreements as a permanent CBA modification.

The District accepts the VTA proposal 4.1.8 with the following modifications:

Multi-site unit members that are assigned by the District to travel...

Include 4.1.8.2 and 4.1.8.4

Delete 4.1.8.1 and 4.1.8.3

The District accepts 4.2 with the following modification:

The District may schedule up to two (2) ...

And modify 4.2.1.4 not to exceed six (6) hours.

The District accepts VTA's proposal regarding

4.1.6 Adjunct duties

9.1 Hiring ratio

The District also proposes the establishment of one Furlough Day, designated to be August 9, 2010. All 2010-11 salary schedules, excluding Schedule K would be reduced by the annual amount equivalent to 1 per diem.

The District proposes the reduction of all Schedule K stipends by 25%.

**After a lengthy caucus, the VTA Bargaining Team presented the following proposal representing a savings of \$1,127,154.**

## VTA Proposal #2

The following is for settlement of the 2008-09, 2009-10, and 2010-11 contract between the Vacaville Teachers Association and the Vacaville Unified School District. It is offered for settlement and available through 5:00 pm on February 5, 2010.

Any other outstanding VTA or District proposals not included shall be considered not part of the agreement.

Furthermore, it shall be understood that the following be "temporary" as discussed at the table. Any language alterations shall revert back to their previous wording prior to this agreement.

All previously signed Tentative Agreements shall be permanently incorporated into the contract. Any ongoing/active Memoranda of Understanding shall be incorporated into the contract permanently.

### **Salary (accepted by VUSD)**

#### **2008 - 09**

- **Increase all cells by zero percent (0%) applied across the board to all salary schedules including all components of Schedule K retroactive to July 1, 2008. This is applicable to all unit members employed during 2008-09.**

#### **2009 – 10**

- **Increase all cells by zero percent (0%) applied across the board to all salary schedules including all components of Schedule K. This is applicable to all unit members employed during 2009-10.**

#### **2010 – 11**

- **Increase all cells by zero percent (0%) applied across the board to all salary schedules including all components of Schedule K. This is applicable to all unit members employed during 2010-11.**

VTA accepts the District language concerning Article 4.1.8.

The following article goes into effect upon ratification of the contract and sunsets June 30, 2011.

**4.1.8** *Multi-site unit members that are assigned by the District to travel between sites during their preparation time shall receive compensation for loss of preparation time. The unit member may choose one of the following methods of compensation:*

**4.1.8.1** *Release from adjunct duty responsibilities;*

**4.1.8.2** *Schedule K hourly rate of pay.*

The following article goes into effect upon ratification of the contract and sunsets June 30, 2011.

#### **4.2 Meetings**

**4.2.1** *The District may schedule up to one (1) hour per month of each unit member's time in addition to the regular work time. These meetings shall be adjacent to the duty day and may not exceed one (1) hour. Meetings starting before the end of the duty day shall not continue beyond one (1) hour past the duty day.*

*This time may be used for:*

**4.2.1.1** *Faculty meetings.*

**4.2.1.2** *Professional growth/in-service training activities.*

**4.2.1.3** *Department/Grade level meetings/Collaborative/planning time. The agenda of these meetings shall be determined by the members of the Department/Grade level.*

~~**4.2.1.4** *Meetings such as WASC accreditation, State and Federal projects (i.e. Site Planning, Title 1, etc.) will be held when required. The length of these meetings shall not exceed twelve (12) hours per year beyond the duty day.*~~

VTA acknowledges the District acceptance of Article 4.1.6 below.

The following article goes into effect upon ratification of the contract and sunsets June 30, 2011.

#### **4.1.6 Adjunct duties**

**4.1.6.2** *The schedule of adjunct duties shall be publicized in a timely manner.*

**4.1.6.2.1** *Except for Back-to-School, secondary teachers shall not be required to participate in more than three (3) duties beyond the duty day. Secondary adjunct duties shall not exceed eight (8) hours for the school year.*

**4.1.6.2.2** *Except for Back-to-School and Open House, elementary teachers shall not be required to participate in more than one (1) duty beyond the duty day. The elementary adjunct duty shall not exceed eight (8) hours for the school year.*

**4.1.6.2.2.1** *Due to the nature of their assignment, teachers assigned to combination classes shall not be assigned adjunct duties beyond the duty day other than Back-to-School and Open House.*

VTA acknowledges the District acceptance of Article 9.1.1 below.

The following article goes into effect upon ratification of the contract and sunsets June 30, 2011.

**9.1 Hiring Ratio**

**9.1.1 The hiring ratios for classroom teachers shall be:**

**K-3 30:1                      4-6 30:1                      7-8 28:1                      9-12 27.6:1**

The following goes into effect July 1, 2010 and sunsets June 30, 2011.

VTA accepts the District proposal of a reduction of all Schedule K stipends (chart) by twenty five percent (25%).

VTA proposes the temporary suspension of Article 6.8 for the term July 1, 2010 to June 30, 2011.

VTA proposes the following temporary modification of article 3.9 upon ratification and sunsets August 9, 2011.

**3.9 Summer School**

3.9.1 Unit members working Summer School shall be paid at the rate of \$140 per day for four (4) hours of instructional time. The duty day shall not exceed four and one-half hours (4.5) hours.

3.9.2 Elementary class size shall average ~~twenty (20)~~ **thirty (30)** students with a cap of ~~twenty-two (22)~~ **thirty-two (32)** students, within five (5) instructional days.

After a caucus, the District returned to request an extension of the Feb. 5, 5:00pm deadline until the next meeting time on Wednesday, Feb. 10. VTA agreed, and the session ended.