

Bargaining Update

December 4, 2009

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

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

The District gave an update on the progress of the Retirement Incentive Plan. They indicated that several more individuals agreed to take advantage of the Plan. STRS meetings for individuals had taken place earlier in the week at the District and many members had taken advantage of both those appointments and appointments at the STRS office in Fairfield. The District said they were encouraged by the response and will inform VTA and the members when the minimum goal of 25 participants is reached. They also indicated that if the plan reaches the minimum, they would be scheduling a meeting with the participants after the December 11th deadline and prior to the winter break.

The VTA Bargaining Team and the District continued their discussions on the following three items from previous bargaining sessions.

Article 16.3 Language concerning Psychologists, Speech Therapists, Counselors, Nurses, Program Specialists

Article 9.5 Elementary Preparation Release Teachers

Article 8 Part-Time, Temporary, and Job Share

The VTA Bargaining Team and the District also worked on language for a new Article 3.12 concerning current practice regarding mileage reimbursement for use of members' vehicles when traveling to different sites during their work day.

After many questions and discussion, both teams agreed to continue work at the next session on Article 8 and Article 3.12 and sign Tentative Agreements on Articles 16.3 and 9.5. The Tentative Agreements are provided at the end of this Bargaining Update.

The VTA Bargaining Team and the District talked about the contract potentially being for the 2008-09 through 2010-11. The District talked about the recent report from the Legislative Analyst's Office indicating that the State was again in financial difficulty and the 18 month projection was a \$20.7 billion shortfall, and rising. This was due to the State's continued decline in tax revenues from unemployment, real estate, personal spending, etc. In addition, the State had recently been legally challenged on items from their last attempt to solve the budget crisis and lost.

This shortfall translates, at this time, into an approximate \$8 million dollar shortfall for Vacaville Unified through 2010-11. The District stated it cannot continue its current personnel and program structure with those kinds of lost revenues. The District discussed how it used up a great deal of their one-time money reserves to offset last year's budget shortfall and will continue to examine every avenue available to meet its financial obligations this year and create a workable budget for 2010-11. They went through a number of potential personnel and program cuts and their possible impact on creating a budget for 2010-11. They further indicated that these cuts "don't add up" to offset the growing shortfall.

They concluded their discussion with a desire to work towards a mutual agreement to deal with the situation in a timely manner. They also indicated that they "would not like to go down the same destructive path that our neighbors just went through" in order to build a budget for 2010-11.

The session was concluded with the VTA Bargaining Team and the District agreeing to bring forth proposals and ideas for contract settlement at the next session.

The next session is scheduled for December 17, 2009.

Tentative Agreement #3

***Between the
Vacaville Teachers Association
And the
Vacaville Unified School District***

The following shall become part of the Collective Bargaining Agreement upon ratification.

16.3 Psychologists, Speech Therapists, Nurses, Counselors, Program Specialists

16.3.1 When a unit member in Article 16.3 is on leave (Industrial (i.e. work related), Non-Industrial (i.e. Health, Child rearing) for more than fifteen (15) consecutive contract days during any one school year, the District will make every effort to hire a long term substitute to provide those services.

16.3.2 The District will make every effort to maintain a list of qualified individuals, including those qualified unit members, in the categories in Article 16.3 available to work on temporary basis.

16.3.3 Unit members shall be compensated at their per diem rate of pay.

Tentative Agreement #4

**Between the
Vacaville Teachers Association
And the
Vacaville Unified School District**

The following shall become part of the Collective Bargaining Agreement upon ratification.

9.5 Elementary Preparation Release Teachers

- 9.5.1 Elementary preparation release teachers are defined as physical education, general music, instrumental music, choral music, fine arts, and computer lab specialists providing preparation time for regular classroom elementary teachers.**
- 9.5.2 Elementary preparation release teachers shall be assigned up to twenty-nine (29) sections per week.**
- 9.5.2.1 A section is a single 1st through 6th grade class. The number of students per section shall not exceed the number of students registered in the class for which they are providing preparation time. (Any Special Day student who regularly attends that class is excluded from the limit.)**
- 9.5.2.1.1 Preparation sections involving the performing arts and general music may be blended during the same preparation section time period. With the music/performing arts teacher permission, the section class size limit may be increased, but not exceed forty (40) students.**
- 9.5.2.2 If a member is required to travel to different sites in a day, the member shall have their number of sections per week reduced by one (1) section for each additional site to which the member travels.**
- 9.5.2.2.1 Every effort shall be made to limit the number of unit members required to travel to other sites within a year.**
- 9.5.2.2.2 If itinerant unit members must travel between sites, members at the affected site shall be asked to volunteer. If there are no volunteers, the least senior member shall be selected to travel.**
- 9.5.3 Sections shall consist of fifty (50) minute blocks for forty-five (45) minute preps. They shall be arranged so that elementary preparation teachers have time between classes.**