

Bargaining Update

December 17, 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, Kim Campbell,
Kent Puddy.

The VTA Bargaining Team expressed its thanks for the cooperation of the District and Association in the work of both parties towards the successful Retirement Incentive Plan. The positive results of the Plan for both the retiring members and remaining members will help to ease layoffs and save the District money. The District reiterated those positive results due to the 65 members who took advantage of the Plan. The District also appreciated the positive work of VTA President Larry Baker in his efforts towards a successful Plan.

The VTA Bargaining Team inquired about working on an Early Notification MOU. The idea would be similar to those in past years. The VTA Team stated that it would be an additional way for the District to know of potential members intending to leave the District at the end of the year and thus help avoid possible layoff notices. The District said that it had not thought of the idea, but might be interested.

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

New Article 3.12 - Mileage Reimbursement

Article 8 – Part-Time Employment, Temporary Employment, & Job Shares

The VTA Bargaining Team and the District continued working 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 some discussion and a caucus a general consensus was reached. It was agreed that Randy Henry and Kent Puddy would sit down over Winter Break and complete wording adjustments to the article and it would be presented at the next session.

Both Teams also continued its discussions on Article 8, and, after some time, had and increased understand of the positions of both sides.

It was agreed that VTA would present some of its proposals for consideration and the District would present its concepts for the Association's help in meeting the District budget shortfall.

The VTA Bargaining Team presented language proposals in the following articles:

4.18 Multi-site members

4.2 Meeting hours

4.16 Adjunct duties

4.3.1 Non-pupil work days

9.4 Placement of Special Needs students

The language for the VTA proposals are provided at the end of this update.

The District spent time discussing the timeline for its work on the budget. Their timeline included the January 8th Governor's budget proposal for next year, the report of the school closure committee in February, the decision concerning class size reduction, in late February or early March, the decision on potential layoffs in early March, the Governor's May Revise of the budget for next year, and the VUSD Board's adoption of the 2010-11 budget in June. Through all of this the Board is committed to not be insolvent or have "qualified" status. Both of those create greater demands on time and dollars.

They again expressed their desire to have the assistance of the Association to deal with the Budget shortfall. They said that there were many ways to achieve an agreement. They indicated that the Association would need to be "on board" by the middle of February, otherwise they might have to move forward with more potential layoffs and possibly the costly and destructive process of impasse in order to meet its financial needs. Impasse would again mean more loss of valuable dollars and time.

Their presentation continued with stating that the District was looking at a shortfall of \$8 million through the 2010-11 school year. The District restated from prior sessions that this number was a moving target and would most likely increase due to the continued deterioration of the State's revenue sources. They said that VUSD had used much of its one-time monies to offset their shortfall. They emphasized that the other employee groups had helped and the Board was insisting that all District stakeholders need to help solve this crisis. The District said that no one likes reductions of any kind, but the Board knows it has to include all groups in a budget solution.

The District presented worksheets on what cuts were made for this year and the potential areas for savings for next year. They stated that they would not readily discuss any potential savings from programs or other personnel cuts that the Board had the power to decide. These talks with VTA were concerning only areas in which VTA had the ability to decide how they could help. They would not bargain other ideas not directly in the decision making power of VTA.

The District said it wants to work with the Association on some temporary solutions to the budget and will present some possible ways to help in this area. They welcomed any ideas from the VTA and its Bargaining Team in working towards a necessary joint solution to the problem.

The VTA Bargaining Team asked what the Board was looking for in the way of a monetary concession from the Association. The District indicated that if the Association agreed to a settlement in the mid-February timeframe it would be 1% (about \$447,000) for 2009-10 and 2% for 2010-11. If there was not agreement, then, with the continuing State decline it might be more.

The options the District offered are presented below. There were several questions posed by the VTA Bargaining Team on the options. Some of the potential savings associated with the District's list were not available at the time of the session. The District indicated that they would get back to us with the requested missing information.

District options

Potential savings

Salary Schedule rollback, 1%	\$447,000
Freeze, step & column increase	\$744,000
Reduce Schedule K stipends (50%)	\$230,000
Increase hiring ratios	unknown
Increase class size	unknown
Increase summer school class size	unknown
Reduce work calendar (furlough)	\$243,000/day
Keep work calendar, give back money	\$243,000/day
Modify elementary prep	\$503,200
Elem. prep outside instructional day	\$1,800,000
Establish individual Health cap	unknown
Reduce Health cap	unknown
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 (article 5.4.2)	about doubles cost
Reduce Health carryover monies	unknown
Increase work hours	unknown

Language proposals presented by the Association:

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.**

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.*~~

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.*

4.3.1 *The non-pupil days of each unit member's contract year shall be limited in their structure. Unit members shall have three (3) unencumbered days for preparing for the upcoming school year and/or completing the responsibilities for ending the school year.*

9.4.1 *Every effort will be made by site administration to equalize the number of special needs students placed in similar general education classes at the elementary level.*

9.4.2 *Every effort will be made by site administration to include special needs students in non-combination classes.*

9.4.3 *Every effort will be made by site administration to equalize the number of special needs students placed in similar general education sections at the secondary level.*