



JUST THE FACTS...



The VTA/CTA/NEA 13-14 Bargaining Update

Issue #4

May 3, 2013

The VTA and VUSD teams met on April 30, 2013 and May 3, 2013. This is a combined bargaining update for those two sessions (approximately 6.5 hours of meeting time).

VTA: Brenda Hensley, Kent Puddy, Kim Campbell, Gary Masterson, Todd Blanset,
Lynne Grow & Moira McSweeney

VUSD: Randy Henry, Ed Santopadre, David Robertson Christie Cochran, & Kari Sousa

VTA and the District each proposed their initial proposals. No more subarticles may be opened by either party without each other's consent.

The DISTRICT proposed:

THE DISTRICT DID NOT PRESENT A MONEY PROPOSAL.

New Language

6.2.2 Personal Option Leave (POL)

- 6.2.2.1 Unit members may use up to three (3) days per year of Personal Leave accumulated under Article 6.1 as Personal Option Leave. Unit members who have exhausted his/her balance of Personal Leave granted under article 6.1 are not eligible for Personal Option Leave. Personal Option Leave days may not be accumulated and/or carried over from year to year.
- 6.2.2.2 Personal Option Leave may be used for personal necessities including family related matters that occur during the workday or professional growth to attend conferences, travel/study programs, or other professional activities. Personal option leave may not be used for other employment, withholding of services or activities normally considered to be related to recreation or vacation.
- 6.2.2.3 A fourth and fifth day of Personal Option Leave may be taken annually from accumulated Personal Leave when the fourth and fifth days are utilized for the purpose of participation in professional development activities. A unit member must provide notice to his/her administrator of the use of Personal Option Leave for professional development activities.

4.2.1 The District may schedule up to three (3) hours per month of each unit member's time in addition to the regular work time. The beginnings of these meetings shall be adjacent to the duty day. **If the meeting is before school, it may start up to one hour before the duty day.** Meetings starting before the end of the duty day shall not continue beyond one (1) hour past the duty day. Unit members are compensated for two (2) of the above meeting hours on the salary schedules.

19.18 A committee of equal representative members will meet during the 2013-14 school year to modify, develop or clarify language in the article to support teachers who qualify for PAR.

To replace Article 4.1.5 Elementary Preparation/Planning:

Prep time is unencumbered and duty free with the exception of, but not limited to, !EPs, SSTs, Action Team, or any other meeting relating to an individual student's progress. Reasonable effort will be made not to schedule these meetings during a teacher's prep time.

Before and After the Instructional Day Prep Time:

At each site, Kindergarten through 6th grade teachers can choose between two (2) options for their

M,T,TH,F (flex days) duty day prep time:

Teachers will receive forty (40) minutes before student day and fifteen (15) minutes after student day

Or

Teacher will receive fifteen (15) minutes before student day and forty (40) minutes after student day

Teachers shall commit to one option prior to the start of the year and adhere to it.

At each site, Wednesday duty days, minimum day duty days and staff meeting days will be the same for all teachers.

On Wednesdays, there shall be thirty (30) minutes of prep time prior to the instructional day and within the duty day. In addition, there shall be a minimum of one hundred thirty (130) minutes, after the instructional day and within the duty day, of prep time every two (2) Wednesdays.

Prep Time During the Instructional Day:

The District will utilize Physical Education teachers to provide prep. The P .E. prep teachers will provide sections of prep consisting of two classes (teachers) at a time with the additional inclusion of one SDC class (not to exceed 80 students unless additional support staff is provided).

The sections shall consist of 40 minute or 60 minute blocks. Every effort will be made to provide time to P.E. prep teachers in between teaching sections. P.E. prep teachers will be released from Wednesday collaboration meetings and from the required 15 minute lunch/prep supervision. The P .E. prep teachers will not be responsible for the grading of their students, conferences, Back to School night, and adjunct duties.

Within the instructional day, teachers of grades 1-3 will receive forty (40) minutes once a week. Teachers of grades 4-6 will receive sixty (60) minutes once a week. Teachers of grades 1-6 who teach combo or multi-age classes will receive the higher prep allocated for the grades they teach.

Inclement Weather: The District will provide the appropriate grade level prep time for one of the two combined classes of a section to minimize the loss of prep due to inclement weather. Any loss of prep due to inclement weather will be alternated between the classes. Lost prep will be made up at a later date. Every effort will be made to provide the make- up prep time within one week

Lunch/Prep Time: *(In addition 1-6 grade teachers will receive 15 minutes of prep attached to lunch with the exception of the language below)* From Aug. 20-May 31, each teacher will be required to supervise an average of one 15 minute lunch prep period a week, or a total of 35 times a year (or the number corresponding to the percentage of their job assignment).

One teacher from each site will be assigned to work in collaboration with the site administrator to establish the schedule and ensure equal division of this duty amongst staff. The teacher will be compensated by either an adjunct duty and/or extra duty pay position determined by site administrator. The activities during this period will focus on P.E./Wellness/Character development and may vary from week to week. Teachers, in collaboration with their grade level teams, will be responsible to plan, supervise, but not grade the activities. In the event of an absence, teachers will be responsible for directing their substitute, within their sub plans, to the 15 minute supervision requirement. If no alternative site plan can be developed for inclement weather, teachers will be responsible for the supervision of the students.

In exchange, teachers will not be required to cover the mid-morning recess duty supervision. In addition, there will be no increase in the assignment of afternoon yard duty for 1-3 grade teachers from what was required under the 2011-2012 afternoon yard supervision schedule, with the maximum assignment being one (1) duty per week.

Kindergarten: Kindergarten teachers shall be accommodated by article 4.1.5.1.

Other: A schedule of all prep will be provided in advance, in order to ensure predictable prep time for teachers. Grades 4-6 mid-morning recess will increase to fifteen (15) minutes on M,T,Th,F. Teachers of grades 4-6 will increase their duty day (6 hours and 35 minutes) and student instructional day by five (5) minutes on those days. * Wednesday's recesses for all grades will remain at 10 minutes.

To replace Article 7.7.3 (and all subarticles):

7.7.3 Upon knowledge of vacancies, the District shall notify the Association and post a vacancy listing in all work sites for a minimum of five (5) working days. The listing shall contain a closing date which is at least five (5) working days following the posting date, a job description and credential and qualifications necessary to meet the requirements of the position.

To replace Article 5.5:

5.5 The District shall require a tuberculosis test/examination mandated by law and at times during the instructional year, determined by the District, at no cost to the unit member.

VTA proposed:

Salary Schedule

Increase all cells by four and a half percent (4.5%) applied across the board to all salary schedules including all components of Schedule K.

For Articles 9.2.3, 9.2.4, 9.2.5, 9.2.6 and 9.2.7 (and all sub-articles), class size is defined as the number of students assigned (by roll sheet) to a teacher.

- 9.2.3 After two (2) weeks have elapsed in any trimester, the class size limit for each K-3 class shall be thirty (30) students. This limit shall not be exceeded during the school day.**
 - 9.2.3.1 In unusual circumstances, with unit member consent, the class size limit may be increased by up to two (2) students. If the limit is exceeded for ten (10) days or more in a year, the unit member shall be compensated the amount of thirteen dollars (\$13) per day for each student over the cap.**
- 9.2.4 After two (2) weeks have elapsed in any trimester, the class size limit for each 4-6 class shall be thirty-two (32) students. This limit shall not be exceeded during the school day.**
 - 9.2.4.1 In unusual circumstances, with unit member consent, the class size limit may be increased by up to two (2) students. If the limit is exceeded for ten (10) days or more in a year, the unit member shall be compensated the amount of thirteen dollars (\$13) per day for each student over the cap.**
- 9.2.5 After two (2) weeks have elapsed in any trimester, the class size limit for each K-6 combination class shall be twenty-eight (28) students. This limit shall not be exceeded during the school day.**

9.2.5.1 In unusual circumstances, with unit member consent, the class size limit may be increased by up to two (2) students. If the limit is exceeded for ten (10) days or more in a year, the unit member shall be compensated the amount of thirteen dollars (\$13) per day for each student over the cap.

9.2.6 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.

9.2.7 The class size for K-6 Special Day classes shall be 14 students.

For Articles 9.3.2 (and all sub-articles), student contact limit is defined as the number of students assigned (by roll sheet) to a teacher.

9.3.2 After two (2) weeks have elapsed in any semester, the student contact limit for grades 7-12 shall not exceed one hundred seventy (170) students for a full time (100%) teacher. A teacher with an assignment of more/less than one hundred percent (100%) shall have their student contact limit increase/decrease by a proportional amount of the one hundred seventy (170) students. (i.e. 80% : 136 students).

9.3.2.1 After two (2) weeks have elapsed in any semester, the student contact limit for grades 7-12 Physical Education and Music teachers shall not exceed two hundred twenty-five (225) students for a full time (100%) teacher. A teacher with an assignment of more/less than one hundred percent (100%) shall have their student contact limit increase/decrease by a proportional amount of the two hundred twenty-five (225) students. (i.e. 80% : 180 students)

9.3.2.2 In unusual circumstances, with unit member consent, the contact limit may be increased by up to two (2) students. If the limit is exceeded for ten (10) days or more in a year, the unit member shall be compensated the amount of ten dollars (\$10) per day for each student over the cap.

4.2.1 **The District may schedule up to one (1) hour on nine (9) days per school year in addition to the regular work time. The beginnings of these meetings shall be adjacent to the duty day, must start within thirty (30) minutes of the duty day, and may not exceed one (1) hour past the duty day. 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.

Non-instructional time on Wednesdays shall be used for Professional Learning Communities focus on student achievement. Agendas for the PLC meetings shall be developed collaboratively between grade level reps or leaders/department chairpersons and Administration. Scheduling of all Wednesday time will be determined by Administration and shall be published in a timely manner.

The District and Association agree to maintain the current Wednesday Collaboration Committee and previously established parameters and documents. The committee shall be comprised of an equal number of Administration and Association representatives. The purpose of the committee is to have ongoing discussions regarding the use of Wednesday Collaborative time.

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 Night, secondary teachers shall not be required to participate in more than two (2) duties beyond the duty day. Secondary adjunct duties shall not exceed six and a half (6.5) hours for the school year.

4.1.6.2.2 Except for Back-to-School Night, 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 six and a half (6.5) 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 Night.

4.2.6 Meetings, parent conferences, and preparation of report cards and/or progress reports shall not exceed four (4) hours per month beyond the duty day.

4.2.7 On the Wednesday before report cards and/or progress reports are due, unit members may use Wednesday Collaboration time to prepare report cards and/or progress reports.

14.9 Notification of High-Risk Students

The District shall inform all unit members assigned a student who has engaged in, or is reasonably suspected to have engaged in, any of the acts described in any of the subdivisions of Section 48900 (except subdivision (h)), Section 48900.2 (sexual harassment), Section 48900.3 (act of hate violence), Section 48900.4 (harassment/threats/intimidation), and Section 48900.7 (terror threats).

14.9.1 The above information shall be provided to the teacher within two (2) workdays of the student being placed in the teacher's class. If the student is currently enrolled in a teacher's class, the District shall inform the teacher within five (5) workdays upon gaining knowledge of the above act(s).

14.9.2 The information to the teacher shall be based upon any records that the District maintains in its ordinary course of business, or receives from a law

enforcement agency. The information provided shall be from the previous three (3) school years.

14.9.3 Any information received by the teacher pursuant to this section shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the unit member. It is the responsibility of the District to inform the unit member about the confidentiality of this information.

3.8.3 Unit members performing instructional or co-curricular work, approved by administration **and the unit member prior to such work**, beyond the duty year shall be paid a daily rate of pay (member's salary divided by number regular year contract days) for all such work performed.

9.4.1 Site administration shall balance the number of special needs students placed in similar general education classes at the elementary level to allow teachers a better opportunity to meet the needs of all students. With a unit member's consent, the number of special needs students may be unequal provided other accommodations/considerations (i.e. fewer non special needs students enrolled in the class, full access to an instructional aide or co-teacher during the class, etc.), determined by the affected unit member, are provided.

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

9.4.3 Site administration shall balance the number of special needs students placed in similar general education sections at the secondary level to allow teachers a better opportunity to meet the needs of all students. With a unit member's consent, the number of special needs students may be unequal provided other accommodations/considerations (i.e. fewer non special needs students enrolled in the class, full access to an instructional aide or co-teacher during the class, etc.), determined by the affected unit member, are provided.

9.4.4 IEP, 504, SST, etc. meetings shall not be scheduled during any co-teaching (special needs teacher and regular/general education teacher) time unless a substitute is provided for the co-teaching class.

9.4.5 If a member of a co-teaching assignment is unavailable for the class on a particular day, their substitute shall be assigned to assist that class.

9.4.6 Teachers shall be notified of special needs students assigned to their classes within two (2) workdays of the students being enrolled in their classes.

4.7.1 The following positions are considered by the nature of their duties to have preparation time: Counselors, Librarians, Nurses, Psychologists, Reading Specialists, Speech Therapists, Resource Teachers, Bilingual Specialists, Content Area Specialists, Community Day Specialists, and other certificated support

personnel. These unit members will schedule their preparation time within their duty day as needed. Therefore, these unit members are not eligible to substitute for teachers during preparation periods. **These unit members shall be allotted at least the same amount of preparation time as the regular classroom teachers of the students they serve. If a unit member serves multiple grade levels, which have differing amounts of preparation time, he/she shall be allotted at least the greater of the amount of preparation times.**

4.7.1.1 Each Resource Teacher shall be allotted the following additional hours (in addition to contractual preparation time) within his/her duty day for testing, IEP writing/maintenance, monitoring of students, scheduling of meetings, scheduling of additional student services and other duties deemed necessary by the unit member.

4.7.1.1.1 Elementary: Six and a half (6.5) hours per week

4.7.1.1.2 Secondary: Five (5) unassigned periods per week

3.12.6 Unit members who drive a non-district vehicle to travel to non-district locations shall be reimbursed for their mileage at the IRS mileage rate for the following:

3.12.6.1 the unit member's main assignment(s), extra duty assignment(s), and/or adjunct duty assignment(s)

3.12.6.2 any training associated with the unit member's main assignment(s), extra duty assignment(s), and/or adjunct duty assignment(s)

4.4.1 The grade reporting window for any report card and/or progress report shall not close prior to the 2nd Tuesday after any one-week or two-week break.

Our next bargaining session is set for 5/10/13.