



# JUST THE FACTS...



The VTA/CTA/NEA 07-08 Bargaining Update

Issue #11

January 29, 2008

Kent Puddy, Bargaining Chair

Joanne Baker, Bargaining Team Member

Gary Masterson, Bargaining Team Member

Tim Yearnshaw, Bargaining Team Member

Present: VTA: Gary Masterson, Joann Baker, Tim Yearnshaw, Kent Puddy

District: Kari Fisher-Gibson, Kelly Birch, Tom Davis, John Niederkorn,  
Bill Hausler, Burton Crinklaw

The District began the session with a presentation of the Governor's Budget Emergency, his 2008-09 Budget Proposal, and the potential impact of both upon the Vacaville Unified School District.

During the ensuing discussion the VTA bargaining team asked several times if the District had a proposal to offer in response to the last VTA proposal. The District requested a caucus.

**The District returned after their caucus with the following statements and presented the following proposals:**

- Concerning the issue of preparation time for non-classroom teachers:

The District stated that it would support the current practice agreed to by Mr. Crinklaw and the VTA President to have these individuals, during a District declared Substitute Emergency, only have to potentially substitute for one period/hour in a day, similar to classroom teachers.

- Concerning the issue of a member covering another class while also having to instruct their own class during a District declared Substitute Emergency, the District handed out the following statement:

"The District shares in the Association's concern regarding less desirable options when a substitute emergency occurs, including the 'covering' of a class while a teacher has his/her own class to instruct."

"The District assures the Association that only under the most dire circumstances would it direct teachers to double classes in the event of a severe substitute emergency."

- Concerning Elementary prep time, the District proposed:

4.1.5 Elementary Preparation/Planning: Each elementary school unit member shall receive forty-five (45) minutes daily, in increments of no less than fifteen (15) minutes, outside the instructional day for planning and preparation. This time shall be unencumbered, and not be used for meetings, conferences, supervision, instruction, etc., unless agreed to by unit member or, in the case of staff meetings, by majority vote of the unit members assigned to the site.

Article 4.1.5.4 Delete current language below

In addition to the above, each full time unit member in grades K-6 assigned to teach a combination class will receive thirty (30) minutes of additional preparation time per week during the student day.

Article 4.1.5.5 Delete current language below

Unit members assigned to Sheltered English Immersion, Spanish Immersion, and designated Bilingual classes, grades 1-6 shall receive thirty (30) minutes additional preparation time per week.

- Concerning District Rights Article, the District proposed:

22.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage and control its operations to the full extent of the law and consistent with the provisions of this Agreement.

22.2 The exercise of these powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules and regulations in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and applicable state and federal law.

22.3 The District may suspend temporarily any provision of this Agreement in case of an emergency, as determined and declared by the District, only for the duration of such emergency and only to the extent such temporary suspension is necessary. For purposes of this provision, an emergency shall include, but not be limited to, any national, state or local declared emergencies, natural disasters such as earthquake, fire or flood, or other unforeseen or catastrophic event disruptive of school operations.

22.4 The District will continue to meet and confer and practice collaborative decision making as stated in the District's Strategic Plan.

22.5 This article does not authorize the District to violate any provision of this Agreement.

- Concerning Secondary class size, the District proposed:

Changing Article 9.3.2, beginning July 1, 2008, to a maximum student contact of one-hundred eighty two students other than music or physical education with the chance to renegotiate it for the 2010-2011 contract year.

- Concerning Calendar, the District proposed:

Adoption uniform District calendar

- Concerning Professional Ethics and Discipline, the District proposed:

### 23.1 Professional Ethics

The District expects unit members to comply with the Code of Ethics of the Education Profession (NEA), follow district policies and regulations and

abide by state and federal laws. Unit member conduct should enhance the integrity of the District and advance the goals of the educational programs. Each unit member should make a commitment to acquire the knowledge and skills necessary to fulfill his/her responsibilities and should focus on his/her contribution to the learning and achievement of district students.

## 23.2 Discipline

23.2.1 The District retains the right to take appropriate action to discipline unit members. Unit members shall be disciplined only for cause in accordance with due process and the principles of progressive discipline.

23.2.1.1 The District shall not be required to strictly implement each or every step of progressive discipline in every instance and may skip or repeat progressive discipline steps depending upon the seriousness or willfulness of the misconduct, and/or aggravating or mitigating considerations, as determined by the District.

23.2.1.2 This Article 23.2 shall not apply to the non-reelection of probationary certificated employees (Ed Code § 44929.21) or the release of temporary certificated employees (Ed Code § 44954).

23.2.2 The District shall notify the Association of any disciplinary action taken subsequent to an Informal Written Warning. Otherwise, all information and/or proceedings regarding any disciplinary action shall be deemed confidential by the District except as otherwise required by law.

23.2.3 The stages of the progressive discipline process are:

23.2.3.1 Informal Oral Warning: A unit member will usually be orally informed or reminded of the consequences of his/her conduct prior to issuing any corrective direction in writing.

23.2.3.2 Formal Written Warning: In the event of significant misconduct, a written warning notice may be issued to the unit member. If a written warning is issued, documentation will be

provided to the unit member within ten (10) days of the supervisor gaining knowledge of the event.

23.2.3.3 Formal Written Reprimand: In the event of serious, willful or persistent misconduct, a written reprimand may be issued to the unit member. If a written reprimand is issued, documentation will be provided to the unit member within ten (10) days of the supervisor gaining knowledge of the event and a copy placed in the unit member's personnel file ten (10) workdays thereafter.

23.2.3.4 A unit member may attach his/her own statement to any documentation placed in his/her personnel file within ten (10) days of placement in the unit members personnel file.

23.2.3.5 Suspension Without Pay: A unit member may be suspended without pay as a result of willful, serious or persistent misconduct. A suspension without pay shall not exceed five (5) workdays and shall not reduce or deprive the unit member of seniority rights or fringe benefits.

23.2.6 Prior to implementing any suspension without pay pursuant to Article 23.2.3.5 above, the Superintendent or designee shall give notice to the unit member no less than ten (10) days of the supervisor gaining knowledge of the event. Such notice shall include:

23.2.6.1 A copy of this article.

23.2.6.2 The proposed disciplinary action.

23.2.6.3 A specific statement of the act(s) or infraction(s) upon which the disciplinary action is based.

- 23.2.6.4 Where applicable, a statement of the rules, regulations or statutes which the unit member is to have violated.
- 23.2.6.5 An opportunity for the unit member to meet with the Superintendent or designee to respond to the notice and explain why he/she should not be suspended without pay.

The notice shall be in writing and be served on the unit member in person or by United States registered mail addressed to the unit member at his/her address as recorded with the District

23.2.7 Any unit member is entitled to be represented by the Association at any state of disciplinary action.

23.3 Nothing in this Article shall be construed as precluding or otherwise limiting in any way whatsoever the District's right to evaluate unit members in accordance with Article 10, Procedures for Evaluation.

23.4 Nothing in this Article shall be construed as precluding or otherwise limiting in any way whatsoever the District's right to suspend or dismiss a certificated employee in accordance with the California Education Code.

23.5 The District and Association will continue to meet and confer on any step of this article with the exception of Article 22.2.3.1, Informal Oral Warning.

23.6 The District and Association may request an extension of any timeline within this article. Such requests may be made by the Assistant Superintendent of Human Resources or designee and the Vacaville Teachers Association President or designee.

- Concerning wages and health benefits, the District proposed:

A 4.5% total compensation increase to be applied to an across the board increase to all salary schedules including all components of Schedule K retroactive to July 1, 2007. **Best and final.**

- The District withdrew its proposal of a \$1500 stipend/2 extra days for special education members.

The District did not respond to any other items from the previous VTA proposal.

The VTA bargaining team took a short caucus and then informed the District it would not have a new proposal to present to them during the current session. The Bargaining Chairs agreed to talk next week to establish the date of the next session.