



JUST THE FACTS...
The VTA/CTA/NEA 07-08 Bargaining Update
Issue #12
February 19, 2008

Kent Puddy, Bargaining Chair
Joanne Baker, Bargaining Team Member
Gary Masterson, Bargaining Team Member
Tim Yearnshaw, Bargaining Team Member

The VTA and VUSD teams met on February 15, 2008. The VTA team members were all present. President Brenda Hensley was also in attendance. The VUSD team members present were Burton Crinklaw, Kelley Birch, Tom Davis, Kari Fisher-Gibson, John Niederkorn and Bill Hausler.

The day began with the VTA team presenting data from the state regarding comparisons between Vacaville Unified and the 298 other Unified districts in the state over 500 ADA. We have provided that information separately to members on the homepage of the website.

VTA also presented their next proposal:

VTA Proposal

February 15, 2008

Drop "in-District service" as it pertains to all salary schedules.

- **Member placement shall be the greater of:**
 - their current placement on their salary schedule
 - or
 - their years of District service
- **No unit member shall "back up steps" on any salary schedule**

~~3.5.10 — Unit members on salary schedules Appendix A sections A-F, H-J that have completed in-district service as shown below shall receive an increase in their base salary rate in the amount equal to the following:~~

- ~~\$2019 — Completion of 15 years of District Service~~
- ~~\$2019 — Completion of 18 years of District Service~~
- ~~\$2019 — Completion of 21 years of District Service~~
- ~~\$2019 — Completion of 24 years of District Service~~
- ~~\$2019 — Completion of 27 years of District Service~~

~~\$2019 — Completion of 29 years of District Service~~

~~\$2019 — Completion of 30 years of District Service~~

~~3.5.11 — Unit members on salary schedules Appendix A section G that have completed in-district service as shown below shall receive an increase in their base salary rate in the amount equal to the following:~~

~~\$1570 — Completion of 9 years of District Service~~

~~\$1570 — Completion of 12 years of District Service~~

~~\$1570 — Completion of 15 years of District Service~~

~~\$1570 — Completion of 18 years of District Service~~

~~\$1570 — Completion of 21 years of District Service~~

~~\$1570 — Completion of 24 years of District Service~~

~~\$1570 — Completion of 27 years of District Service~~

~~\$1570 — Completion of 29 years of District Service~~

~~\$1570 — Completion of 30 years of District Service~~

3.12 Unit Members Retirement/service package

3.12.1 Retiring unit members completing 18-23 years of district service receive \$100 per year of district service

3.12.2 Retiring unit members completing 24-29 years of district service receive \$300 per year of district service

3.12.3 Retiring unit members completing 30 or more years of district service receive \$500 per year of district service

~~4.4 — School Year Calendars~~

~~The 2006-07 and 2007-2008 school year calendars (traditional and YRE schedules) listing all instructional days, non-instructional days, student minimum days, holidays and vacations are included as Appendix B.~~

4.4 School Year Calendars

The 2008-09, 2009-2010, and 2010-2011 school year calendars (traditional and YRE schedules) listing all instructional days, non-instructional days, student minimum days, holidays and vacations are included as Appendix B.

VTA has no desire to hold up the calendar settlement.

The VTA has proposed a three-year calendar to continue the year-round program and traditional school. We feel that this is the least disruptive to the students, parents, and teachers of the Vacaville Unified School District. The schools have been very successful with this approach to education. We see the elimination of the year-round program and traditional school as an unnecessary disruption and detrimental to the community in attracting potential new students in our current declining enrollment environment.

We continue to desire prompt action on this matter, so as to allow the parents, students, and teachers the opportunity to make short and long term plans.

~~9.3.2~~ After two (2) weeks have elapsed in any semester the placement of the one hundred seventy eighth (178) 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.

9.3.2 *Effective beginning the 2008-09 school year, the student contact limit for grades 7-12 shall not exceed one hundred seventy seven (177) 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 seven (177) students. (i.e. 80% : 142 students)*

9.3.2.1 *The student contact limit for grades 7-12 Physical Education shall not exceed two hundred twenty five 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 *Any exception to the student contact limit for instrumental and choral music teachers shall be determined by mutual consent of the instructor and site administrator.*

9.3.2.3 *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 eight dollars (\$8) per day for each student over the cap.*

~~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 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 *Effective beginning the 2008-09 school year, the class size limit for each K-3 class shall be twenty (20) students.*

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 *Effective beginning the 2008-09 school year, the class size limit for each 4-6 class shall be thirty-three (33) students.*

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 *Effective beginning the 2008-09 school year, the class size limit for each 4-6 combination class shall be thirty-one (31) students.*

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.

Salary Schedule Plan:

Increase all cells by four point five percent (4.5%) applied across the board to all salary schedules including all components of Schedule K retroactive to July 1, 2007. The increase is applicable to all unit members employed during 2007-08.

An additional two percent (2%) monies increase for salary schedule restructuring to be applied as determined by VTA to enhance and begin to make the salary schedules more competitive.

Restructuring may include, but is not limited to, the following:

- (1) Educational competitive adjustment to cells (w/o Masters & PHD) applied to Class 6, Class 5, and Class 4.
- (2) Experience Adjustment increasing salary differences between steps 16-31
- (3) Ratio of salary schedules (Appendix A, Sections B-J) reflecting improved relationship (using working hours and days) between those schedules and the salary schedule (Appendix A, Section A).
- (4) Class 6 (steps 1 – 11)

Elementary Prep

VTA wishes to retain all current contract language concerning elementary preparation time.

Discipline

- 23.1 The Vacaville Unified School District and the Vacaville Teachers Association agree, by September 15th of each school year, to issue a joint communiqué to the VTA members regarding Education Code regulations concerning discipline of certificated personnel. This communiqué shall include a summary of the due process rights enjoyed by unit members before suspension and dismissal may occur, including right to notice, the opportunity to correct any perceived deficiencies or conduct, and the right to a hearing.

Management Rights

The District has rights and responsibilities as mandated by State and Federal Laws and their inclusion into the contract would be cumbersome and unnecessary.

Concerning District Substitute emergency procedures, the Association accepts the district's assurances, from its January 25, 2008 statement, that the District, only under the most dire circumstances, would direct teachers to double classes in the event of a severe District substitute shortage.

The VTA team also presented more information regarding levels of administration in VUSD versus other districts. VTA also presented information regarding average number of students per teachers in VUSD versus other districts.

The District team asked some clarifying questions about dropping in-district service requirements for advancement on the salary schedule and the retirement service package proposal. The district team called a caucus.

After returning from a caucus, the District Team made several statements regarding their perception of how bargaining is going. They also stated that they have not proposed to eliminate the year-round calendar and that they have NOT proposed a calendar. They stated that they have proposed a committee to develop a single calendar. (Please note: on the District website at <http://www.vacavilleusd.org/homex.asp> there is an article titled "**District Negotiations Team proposed 2008 - 2009 Student Calendar**").

The District did not have a counterproposal to VTA's proposal.

The VTA and District Bargaining Chairs will meet to set the next date for negotiations.