



JUST THE FACTS...
The VTA/CTA/NEA 07-08 Bargaining Update
Issue #14
March 11, 2008

March 7, 2008

Present for the District: Kari Fisher Gibson, Tom Davis, Bill Hausler, Burton Crinklaw

Present for the Association: Joanne Baker, Tim Yearnshaw, Gary Masterson, Kent Puddy, Brenda Hensley (arrived 11:00)

The District and the Association began with a discussion of Article 4.1.5 Elementary Preparation/Planning outside the instructional day with the purpose of looking into a standard number of preparation/planning minutes at each elementary site. Ideas were exchanged. Further discussion to take place at a later date.

The VTA presented the following proposal.

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

Unit member placement on their salary schedule 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. (This article shall sunset June 30, 2012)

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.

The VTA maintains its proposed three years of the year-round program and the traditional calendar as previously provided to the District.

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.

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 six dollars (\$6) per day for each student over the cap.

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 ten dollars (\$10) 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 ten dollars (\$10) 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 ten dollars (\$10) 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)

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.

VTA responded to other previously proposed District articles as follows:

Concerning Elementary Preparation (Articles 4.1.5.4 and 4.1.5.5), the VTA wishes to retain current contract language.

Concerning Management Rights, the VTA believes that Management Rights are sufficiently described in Education and Government Codes and State and Federal Laws and does not wish their inclusion into the contract.

The District gave two modified proposals in the following areas.

(See Update #11 for previous District language for both proposals)

PROFESSIONAL ETHICS AND DISCIPLINE

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 Informal Written Warning: A unit member will usually be provided an informal written warning of the consequences of his/her conduct prior to issuing any corrective direction in writing that would be considered an adverse action. If a written warning is issued, documentation will be provided to the unit member within five (10) workdays of its preparation.

23.2.3.3 Formal Written Warning: In the event of significant misconduct, a written warning notice may be issued to the unit member prior to issuing a formal written reprimand for placement in the unit member's personnel file. If a written warning is issued, documentation will be provided to the unit member within five (10) workdays of its preparation.

23.2.3.4 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 five (10) work days of its preparation and a copy placed in the unit member's personnel file five (10) days thereafter.

23.2.3.5 A unit member may attach his/her own statement to any documentation placed in his/her personnel file.

23.2.6 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.

District Rights

- 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 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.

Next session scheduled for March 20, 2008.