



JUST THE FACTS...



The VTA/CTA/NEA 08-09 Bargaining Update
Issue #10
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No proposals by either the District or Association have been signed as Tentative Agreements for the contract at this time.

The VTA Bargaining Team presented the following to the District to present to the Board on Thursday, June 4, 2009:

We believe the following package is a viable and fair plan during these difficult and stressful times for the District and the members of the Vacaville Teachers Association. This package is designed to reduce district costs, save members' jobs, and ease stressful working conditions while maintaining a quality educational environment for students in the Vacaville Unified School District.

1.

- Increase all cells by zero percent (0%) applied across the board to all salary schedules including all components of Schedule K retroactive to July 1, 2008. This is applicable to all unit members employed during 2008-09.

2009 - 10

- Increase all cells by zero percent (0%) applied across the board to all salary schedules including all components of Schedule K. This is applicable to all unit members employed during 2009-10.

2010 - 11

- Wages and Health & Welfare benefits are the only Articles to be opened for bargaining in 2010 - 11.

Unit members may volunteer for a reduced work calendar for 2009-10 of up to two (2) day(s). If a teacher volunteers one day, it shall be the first day of the four (4) teacher work days of the 2009-10 year. If a second day is volunteered it shall be the second day of the four (4) teacher work days of the year. If a unit member is not a teacher, then the volunteered day(s) shall be the first day(s) of their work year. A 184 day contracted annual salary is maintained on a 182/183 day work calendar (or a similar day(s) reduction for unit members on different work calendars). A voluntary per diem deduction to the District, of up to two (2) days of a unit member's salary, shall be made over the course of the member's pay cycle for the 2009-10 year. The deduction shall appear on the pay warrant under voluntary deductions and identified as a donation. If a unit member does not volunteer, the member shall work their normal contract calendar and receive their usual full contracted salary.

Acceptance of mutually constructed language concerning:

Itinerant members
Elementary Preparation Release Teachers
Psychology, Counselors, etc.

Acceptance of modified contract language concerning:

Part Time Employment

Temporary Employment
Job Share Employment
Summer School
Meeting hours
Adjunct duties
Class Size

Details of the above language proposals:

7.5 Reassignment of Itinerant Unit Members

7.5.1 Itinerant unit members are speech therapists, music teachers, elementary preparation release teachers, nurses, psychologists, resource specialists, and content area specialists.

7.5.2 Itinerant unit members shall be assigned according to District need.

7.5.3 Every effort will be made to limit the reassignment of itinerant unit members to only those reassignments necessary for the appropriate allocation of staff as determined by the designated administrator.

9.5 Elementary Preparation Release Teachers

9.5.1 Elementary preparation release teachers are defined as physical education, general music, instrumental music, choral music, fine arts, and computer lab specialists providing preparation time for regular classroom elementary teachers.

9.5.2 Elementary preparation release teachers shall be assigned up to twenty-nine (29) sections per week.

9.5.2.1 A section is a single 1st through 6th grade class. The number of students per section shall not exceed the number of students registered in the class for which they are providing

preparation time. (Any Special Day student who regularly attends that class is excluded from the limit.)

9.5.2.1.1 Preparation sections involving the performing arts and general music may be blended during the same preparation section time period. With the music/performing arts teacher permission, the section class size limit may be increased, but not exceed forty (40) students.

9.5.2.2 If a member is required to travel to different sites in a day, the member shall have their number of sections per week reduced by one (1) section for each additional site to which the member travels.

9.5.2.2.1 Every effort shall be made to limit the number of unit members required to travel to other sites within a year.

9.5.2.2.2 If itinerant unit members must travel between sites, members at the affected site shall be asked to volunteer. If there are no volunteers, the least senior member shall be selected to travel.

9.5.2.2.3 Members shall be reimbursed at the IRS rate for their mileage to travel to each additional site within a day.

9.5.3 Sections shall consist of fifty (50) minute blocks for forty-five (45) minute preps. They shall be arranged so that elementary preparation teachers have time between classes.

4.1.5.6 Elementary Preparation Release Teachers shall be provided three (3) forty-five (45) minute preparation periods per week during the student day.

2. ARTICLE 16 - MISCELLANEOUS PROVISIONS

16.3 Psychologists, Speech Therapists, Nurses, Counselors, Program Specialists

16.3.1 When a unit member in Article 16.3 is on leave (*Industrial (i.e. work related), Non-Industrial (i.e. Health, Child rearing)*) for more than *fifteen (15)* consecutive contract days during any one school year, the District will make every effort to hire a long term substitute to provide those services.

16.3.2 *When a vacancy exists for a position in Article 16.3, the District shall take immediate action to fill the vacancy.*

16.3.3 *Other unit members shall not do the workload of the members in Article 16.3 on leave unless they consent. Those that consent shall be compensated for the extra work. Compensation shall be on a per diem basis. (Speech Therapist caseload: Article 9.1.3)*

16.3.4 Current part-time, qualified unit members in Article 16.3 shall be given priority to substitute for the above members on leave. They shall be compensated at their per diem rate of pay.

16.3.5 The district will make every effort to maintain a list of qualified individuals in the categories in Article 16.3 available to work on temporary basis.

ARTICLE 8 - PART TIME EMPLOYMENT/TEMPORARY EMPLOYMENT/JOB SHARING

This Article shall become effective July 1, 2009 for unit members who are current full time employees. The ~~terms of~~ employment of unit members who are currently permanent part time shall not be affected by this amended article.

Unit members who are currently temporary part time while on leave from a portion of their full time assignment in either a job share or split assignment shall be

governed by the current contract language of this article through June 30, 2010 as follows:

Unit members wishing to move from full time to part time/job share may request leave from full time status to take a part time/job share position. Leave may be granted for up to two (2) years. After this time the unit member must return to full time status or forfeit the right to a full time position in order to retain the part time/job share position.

8.1 Permanent Part Time Employment *of a Unit Member*

Permanent part time employment is the permanent employment of a unit member in a ~~contracted~~ position, *or positions*, that is less than a full time ~~equivalent on a permanent basis~~.

8.1.1 Unit members wishing permanent part time employment shall make their request known, in writing, to the Chief Human Resources Officer no later than May 15.

8.1.2 Unit members may not resign a portion of a full time position in a desire to work part time without the express written approval of the Chief Human Resources Officer or designee.

8.1.3 Assignment of non-teaching adjunct duties to each part time unit member shall be in the same percentage as the unit member's assignment.

8.1.4 A part time unit member who is on duty and serves as a unit member for at least seventy-five percent (75%) of the days school is in session in any school year shall receive credit for one (1) year of service toward advancement on the salary schedule. This requirement can be achieved over two (2) consecutive school years.

8.1.5 A probationary unit member in a *permanent* part time assignment who is re-elected in that part time assignment after two years of service shall be granted permanent (~~tenure~~) status as a part time employee. Permanent status will be limited to the percentage of a standard full time assignment worked for two (2) consecutive years.

8.2 Temporary Part Time Employment *of a Unit Member*

Temporary part time employment is the *temporary* employment of a unit member in a ~~contracted~~ position, *or positions*, that is less than a full time equivalent while the member is on leave from a portion of *their his/her* assignment.

8.2.1 Unit members wishing to work part time on a temporary basis may request leave from full time status to temporary part time status.

8.2.2 Requests for leave to work part time on a temporary basis must be submitted for consideration to the Chief Human Resources Officer or designee no later than May 15 for the following year.

8.2.3 Leave from full time status to temporary part time status may be granted for up to two (2) consecutive years in one (1) year increments.

8.2.4 Temporary part time employment may be achieved through the creation of a job share as described in Article 8.3 below or through a temporary split in a secondary assignment.

8.2.5 In the case of a job share or split assignment the person employed for the portion of the position for which the regular employee is on leave shall be hired as a temporary employee.

8.3 Job Sharing *by Unit Members*

Job Sharing is the sharing of a single position by two unit members. The job share may consist of permanent and/or temporary unit members.

8.3.1 Unit members may be entitled to job sharing a single position in accordance with the following:

8.3.1.1 Proposals for job sharing shall be developed by the unit members involved and shall be submitted to the Human Resources Department by May 15 for the following year. Proposals shall include the following:

- 8.3.1.1.1 Time division
- 8.3.1.1.2 Subject area responsibility
- 8.3.1.1.3 Meeting attendance and adjunct duty responsibility
- 8.3.1.1.4 Parent conference attendance and plans for communication with parents
- 8.3.1.1.5 Each job share team will determine how they will share a single medical/dental/vision benefit package. Both parties may receive a full benefit package by paying the additional premium for benefits not received through the job share.

8.3.1.2 Proposals will be presented to the administration for approval.

8.3.1.2.1 Step 1: Proposals will be submitted by prospective team members to the site administration for approval. Proposals approved at the site level will be submitted to the Chief Human Resources Officer or designee.

8.3.1.2.2 Step 2: The final decision shall be made by the Chief Human Resources Officer or designee.

8.3.1.3 In no case will the District provide more benefits for a shared position than would be paid by the district if the position was not shared.

8.3.1.4 Shared positions shall be for one year. Extension may be granted at the discretion of the Chief Human Resources Officer or designee.

8.3.1.5 Unit members assigned to job shares may be reassigned to full time positions upon dissolution of the approved job share.

8.3.1.6 Resignation of Job Share members.

8.3.1.6.1 If the temporary unit member resigns *from the job share*, the permanent unit member must return from leave or find another job share partner that meets the approval of the site administrator and Chief Human Resources Officer or designee.

8.3.1.6.2 If a permanent unit member resigns *from the job share*, the vacancy shall be filled according to provisions of Article 7.7, Vacancies.

8.3.1.7 Unit members returning to full time status will be assigned to the same or similar position held prior to job sharing. All transfer provisions set forth in Article 7 of this agreement shall apply.

8.3.1.8 A job share unit member who is on duty and serves in their position for at least seventy-five percent (75%) of the days school is in session in any school year shall receive credit for one (1) year of service toward advancement on the salary schedule. This requirement can be achieved over two (2) consecutive school years.

8.3.1.9 A probationary unit member in a job sharing assignment who is re-elected to that job sharing assignment after two years of service shall be granted permanent status as a part time unit member. Permanent status will be limited to the percentage of a standard full time assignment worked for two (2) consecutive years. *This article does not apply to temporary unit members.*

8.3.1.10 If a job share position exceeds one hundred percent (100%), the job share must be dissolved, and the unit members will be designated part time without loss of existing benefits.

3.9 Summer School

- 3.9.1 Unit members working Summer School shall be paid at the rate of \$140 per day for four (4) hours of instructional time. The duty day shall not exceed four and one-half hours (4.5) hours.
- 3.9.2 Elementary class size shall average ~~thirty (30)~~ **twenty five (25)** students with a cap of ~~thirty-two (32)~~ **twenty seven (27)** students, within five (5) instructional days.
- 3.9.3 Secondary class size shall average ~~thirty-four (34)~~ **thirty two (32)** students with a cap of thirty-six (36) students, within five (5) instructional days.

4.2 Meetings

- 4.2.1 The District may schedule up to **one (1)** hours 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.

~~Unit members are compensated for two (2) of the above meeting hours on the salary schedules.~~

This time may be used for:

- 4.2.1.1 Faculty meetings.

~~Faculty meetings may exceed one (1) hour beyond the duty day in case of an emergency. Emergency is defined to mean a sudden unexpected happening, or unforeseen occurrence or condition, or a sudden or unexpected occasion for action and is beyond the control of the District.~~

- 4.2.1.2 Professional growth/in-service training activities.

4.2.1.3 Department/Grade level meetings/Collaborative/planning time.

~~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. Except for Back-to-School and Open House, teachers shall not be required to participate in more than three (3) duties beyond the duty day. ***A single adjunct duty shall not exceed three (3) hours.***

Class Size

9.4.1 Prior to the scheduling of students for the next school year, Human Resources and the VTA President will draft a communiqué concerning the educational distribution of special needs students. It will be presented to Principals and they in turn will share it with counselors, if appropriate, in an attempt to balance the work load of the unit members.

9.3.2 After two (2) weeks have elapsed in any semester the placement of the one-hundred seventy eighth (178) student ***(or two hundred twenty fifth (225) for physical education)*** with any teacher other than music shall cause the principal, teacher and a designee of the Association to meet to implement workable class assignment options in an effort to avoid further increases in that teacher's student load. Exception to this process may be made by mutual agreement.

Agreement to the above VTA settlement package will conclude all negotiations for the subsequent collective bargaining agreement. Any other previous proposals submitted for bargaining consideration by the District or the Vacaville Teachers Association shall be considered withdrawn from further negotiation.

The District discussed trying to make Speech & Language Therapists positions more attractive to applicants in order for them not to hire outside consultants. Several ideas were introduced including increasing transferable years and changing their salary schedule designation.