



JUST THE FACTS...



The VTA/CTA/NEA 08-09 Bargaining Update
Issue #5
April 1, 2009

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The following are proposals that have been presented at the bargaining table. No agreement or settlement on these proposals has been reached.

The District proposed the following language changes to the contract:

7.4 Involuntary Transfers/Reassignments

An involuntary transfer is a transfer not initiated by the unit member.

7.4.1 Involuntary transfer/reassignment shall be made only for the following reasons:

7.4.1.1 A decrease in the number of pupils which requires a decrease in the number of unit members due to elimination of program(s) and/or funding.

7.4.1.2 To meet educational program requirements.

- 7.4.1.3 A school closing.
- 7.4.1.4 *Itinerant unit members shall be assigned according to District need.*
- 7.4.1.5 *Itinerant unit members are defined as those whose assignments may change as a result of shifts in enrollment and/or those serving multiple sites. They include speech therapists, music teachers, elementary preparation release teachers, nurses, psychologists, Resource Specialists and content area specialists.*
- 7.4.1.6 *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.*

1. ARTICLE 9 - CLASS SIZE

9.4 Elementary Preparation Release Teachers

- 9.4.1 *Class sizes for elementary preparation release teachers including, but limited to, physical education, general music, instrumental musical, choral music and computer lab specialists shall not exceed forty-five (45) students.*
- 9.4.2 *Elementary preparation release teachers shall be assigned up to twenty-nine (29) sections per week.*
- 9.4.3 *Sections shall consist of fifty (50) minute blocks for forty-five (45) minute preps or be arranged such that elementary preparation teachers have time between classes in which to use facilities and prepare materials and/or equipment for varying grade levels.*

ARTICLE 8 - PART TIME EMPLOYMENT/JOB SHARING

This Article shall become effective July 1, 2009 for unit members who are current full time employees. The job status 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.

~~8.1 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

Permanent part time employment is the employment of a unit member in a position that is less than a full time equivalent in the job classification of the unit member 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.

~~Part time Unit members returning to full time status from a temporary leave of absence from a portion of their full time position will be assigned to the same or similar position held prior to the leave part time agreement, unless the unit member agrees to a change of~~

~~assignment. All transfer provisions set forth in Article 7 of this agreement shall apply.~~

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

Temporary part time employment is the employment of a unit member in a position that is less than a full time equivalent in the job classification of the unit member while the member is on leave from a portion of 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) 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*

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

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 ~~Personnel Office~~ **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 Personnel~~ *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 *for one additional year* 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 If, *1) the temporary unit member resigns, the permanent unit member* ~~one of the job share partners resigns, the remaining unit member~~ must *return from leave* ~~either assume the responsibilities of the vacated position~~ or find another job share partner *that meets the approval of the site administrator and Chief Human Resources Officer or designee or, 2) the permanent unit member resigns 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.~~

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 ~~twenty (20)~~ **thirty (30)** students with a cap of ~~twenty-two (22)~~ **thirty-two (32)** students, within five (5) instructional days.

3.9.3 Secondary class size shall average ~~thirty (30)~~ **thirty-four (34)** students with a cap of thirty-six (36) students, within five (5) instructional days.

ARTICLE 4 - HOURS OF EMPLOYMENT

4.1.4 **Secondary Preparation/Planning: Middle school and high school teachers shall have ~~ten (10) unassigned periods every ten (10) school days set~~**

~~aside for preparation and planning: the equivalent, in minutes, of ten (10) periods every ten (10) school days set aside for preparation and planning.~~

4.1.5 Elementary Preparation/Planning: ~~Each unit member shall have thirty (30) consecutive minutes daily for preparation and planning plus an additional thirty (30) consecutive minutes per day for each of one hundred forty (140) duty days. The schedule assigning preparation and planning time shall be prepared in writing and a copy presented to the unit member and/or posted. Elementary schools adopting a schedule calling for one shortened day per week may satisfy the requirements for the daily thirty (30) minute preparation and planning period by accumulating one hundred fifty (150) minutes per week (an average of thirty minutes per day). Reasonable effort shall be made to insure that the time scheduled on a given day will be not less than fifteen (15) minutes.~~ **Each unit member shall have 50 consecutive minutes daily for preparation and planning. This time shall be unencumbered and not be used for meetings, conferences, supervision or instruction unless agreed to by the unit member.**

4.1.5.1 Each full time unit member assigned to a non-combination Kindergarten class shall have forty-five (45) consecutive minutes of preparation per day and shall support and assist in other (primary grade - Education Code 46118) classrooms with small groups of students for the remainder of the instructional day. The site administrator and the involved Kindergarten unit member(s) shall meet and confer to determine said unit member's placement based upon school and students' needs and the unit member's expertise.

4.1.5.2 Each full time unit member assigned to grades 1, 2, or 3 shall be provided forty-five (45) consecutive minutes every week of preparation time during the instructional day. ~~and an additional forty-five (45) consecutive minutes of preparation time every other week during the instructional day.~~ Reasonable effort will be made to ensure that unit members in grades 1, 2, or 3 do not have Monday prep in consecutive years.

4.1.5.2.1 If class size reduction is eliminated in grades 1, 2, or 3, then that (eliminated) grade level shall be provided two forty-five (45) minute preparation periods per week. ~~and an additional forty five (45) minutes of preparation time every other week, during the instructional day.~~ If CSR were to be restored in the grade eliminated, then that grade level unit members' preps shall revert to the same configuration of prep time as stated in 4.1.5.2.

4.1.5.3 Each full time unit member assigned to grades 4-6 shall be provided ~~one hundred thirty five (135)~~ **ninety (90) minutes** per week of preparation time during the student day. Reasonable effort will be made to ensure that unit members assigned grades 4-6 do not have Monday prep in consecutive years.

4.1.5.4 ~~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.~~

4.1.5.5 ~~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.~~

4.1.6 ***Elementary Preparation Release Teachers: Each elementary preparation release teacher not assigned to a middle or high school shall have ninety (90) minutes per week of preparation time during the student day.***

(next page)

ARTICLE 23

SCHOOL BASED EXCEPTIONS TO THE COLLECTIVE BARGAINING AGREEMENT

- 23.1 It is the purpose of this article to allow teams of teachers and administrators at school sites the autonomy and creativity to respond to specific needs which develop in the process of implementing school-based initiatives reached through a shared decision making process which might require "exceptions without prejudice" to the collective bargaining agreement. It is the intent of this article to create a review process in the event that there are any school restructuring projects or programs which may be subject to conflicting contract interpretations and/or changes in past practice.
- 23.2 A review team shall be formed consisting of equal numbers of VTA Executive Board members and District administration.
- 23.3 Items subject to review shall include, but not be limited to; a) allocation of unit member preparation time, b) structure of the instructional day and/or duty day, c) implementation of innovative programs and technologies, d) meeting limitations/requirements, e) assignments, f) class size and/or student contact.
- 23.4 Items not subject to review include; a) salary and benefits, b) hours of employment, c) leaves of absence, d) transfers and e) evaluation procedures.
- 23.5 School sites or subgroups of site staff may submit a their plans if there may be questions concerning the application, interpretation and/or past practice of the items mentioned in section 22.3 above. These plans must have been developed through a shared decision making process that included administration and unit members through which a consensus was reached.
- 23.6 The review team shall serve in an advisory and monitoring role. At the conclusion of one year the review team shall review and validate the effectiveness of the decisions made through this process prior to a school site or subgroup implementing any permanent change that impacts the application, interpretation or past practice of the collective bargaining agreement.

The Association proposed the following language changes to the contract:

ARTICLE 16 - MISCELLANEOUS

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

16.3.1 When a unit member in Article 16.3 is on leave for more than ten (10) consecutive contract days or more than 20% of their total contract days during any one school year, the District shall take immediate action 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. If there is a delay of more than 5 work days in procuring a substitute, the District shall extend the substitute contract the same number of days past the time that the unit member returns from leave or the vacancy is filled.

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.

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 shall maintain a list of qualified individuals in the categories in Article 16.3 available to work on temporary basis.

CLASS SIZE

9.4.1 Every effort will be made by site administration to equalize the number of special education/needs students placed in similar general education classes at the elementary level.

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

9.4.3 Every effort will be made by site administration to equalize the number of special education/needs students placed in similar general education sections at the secondary level.

2. HOURS OF EMPLOYMENT

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

The Association would be agreeable to continuing the 2008-09 Year Round and Traditional Calendar structure for the 2009-10 and 2010-11 school years. (If there is a reduction of student days, an equal no. of days shall be reduced from the beginning of the calendars.)

3. HOURS OF EMPLOYMENT

4.1.5.4 In addition to the above, each full time unit member in grades K-6 assigned to teach a combination class will receive ~~thirty (30)~~ **forty-five (45)** minutes of additional preparation time per week during the student day.

4.1.5.5 Unit members assigned to Sheltered English Immersion, Spanish Immersion, and designated Bilingual classes, grades 1-6 shall receive ~~thirty (30) minutes~~ **forty-five (45)** additional preparation time per week.

4.1.6 Adjunct duties

4.1.6.1 Last sentence

~~Using the above criteria, administration may count an assignment as more than one (1) adjunct duty.~~

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)~~ **one (1)** adjunct ~~duty duties~~ beyond the duty day. **An adjunct duty shall not exceed three (3) hours.**

4.1.6.2.1 Unit members who volunteer for additional adjunct duties shall be paid at the hourly rate or receive compensation time. Site administrators shall fairly distribute additional adjunct duties to the volunteers.

4.1.6.3 ~~Service as a~~ **Elected** representatives to VTA Rep Council or **Executive Board shall not be assigned an adjunct duty.** ~~will constitute one adjunct duty. Limit one per school except YRE may have two if they are on different schedules.~~

Next bargaining session is scheduled for April 2nd.