Bargaining Update **March 10, 2010**

Members of the District Bargaining Team: John Niederkorn, Ed Santopadre, Tom Davis, Kim Forrest, Randy Henry.

Members of the VTA Bargaining Team: Gary Masterson, Tim Sisson, Kim Campbell, Tim Yearnshaw, Brenda Hensley, Kent Puddy.

The VTA Bargaining Team inquired about the status of language for a Memorandum of Understanding the District was working on concerning the VTA scholarship fund donations. The District said it had not done any work on the matter.

Both Bargaining teams discussed language concerning possible benefit options for members receiving layoff notices. After discussions concerning the positions of each side on this matter, it was clear that no agreement would be reached on this matter so it was dropped.

The VTA Bargaining Team presented the following package to the District. This package represents contractual concessions which equal the District proposed 3% amount it would need to complete the contract through 2010-11.

The following is a package of contractual concessions is for settlement of the 2008-09, 2009-10, and 2010-11 contract between the Vacaville Teachers Association and the Vacaville Unified School District. It is offered for settlement and available through 4:00 pm on March 10, 2010. If countered, or if no response is given, the package shall be considered rejected and the VTA proposals still on the table shall be the five (5) VTA proposals presented December 17, 2009 and the one (1) VTA proposal presented on January 22, 2010.

Any other VTA or District proposals not included shall be considered not part of the agreement.

Furthermore, it shall be understood that the following be "temporary" as discussed at the table. Any language alterations shall revert back to their previous wording prior to this agreement.

All previously signed Tentative Agreements shall be permanently incorporated into the contract. Any Memoranda of Understanding shall be incorporated into the contract permanently or be in effect until reaching their sunset date.

Salary

2008 - 09

- **A zero percent (0%) salary schedule adjustment 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

- **A zero percent (0%) salary schedule adjustment 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

- **A zero percent (0%) salary schedule adjustment applied across the board to all salary schedules.**

The following article goes into effect upon ratification of the contract and sunsets June 30, 2011.

4.1.8 ***Multi-site unit members that are assigned by the District to travel between sites during their preparation time shall receive compensation for loss of preparation time. The unit member may choose one of the following methods of compensation:***

4.1.8.1 ***Release from adjunct duty responsibilities;***

4.1.8.2 ***Schedule K hourly rate of pay.***

The following article goes into effect upon ratification of the contract and sunsets June 30, 2011. Previous contract language shall be in effect July 1, 2011.

4.2 Meetings

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

This time may be used for:

4.2.1.1 ***Faculty meetings.***

4.2.1.2 ***Professional growth/in-service training activities.***

4.2.1.3 ***Department/Grade level meetings/Collaborative/planning time. The agenda of these meetings shall be determined by the members of the Department/Grade level.***

~~***4.2.1.4 Meetings such a 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.***~~

The following article goes into effect upon ratification of the contract and sunsets June 30, 2011. Previous contract language shall be in effect July 1, 2011.

4.1.6 Adjunct duties

4.1.6.2 The schedule of adjunct duties shall be publicized in a timely manner.

4.1.6.2.1 ***Except for Back-to-School, secondary teachers shall not be required to participate in more than three (3) duties beyond the duty day. Secondary adjunct duties shall not exceed eight (8) hours for the school year.***

4.1.6.2.2 ***Except for Back-to-School and Open House, elementary teachers shall not be required to participate in more than one (1) duty beyond the duty day. The elementary adjunct duty shall not exceed eight (8) hours for the school year.***

4.1.6.2.2.1 ***Due to the nature of their assignment, teachers assigned to combination classes shall not be assigned adjunct duties beyond the duty day other than Back-to-School and Open House.***

The following article goes into effect July 1, 2010 and sunsets June 30, 2011. Previous contract language shall be in effect July 1, 2011.

9.1 Hiring Ratio

9.1.1 ***The hiring ratios for classroom teachers shall be:***

K-3	***30:1***	***4-6***	***30:1***	***7-8***	***28:1***	***9-12***	***27.6:1***

The following article goes into effect July 1, 2010 and sunsets June 30, 2011.

4.3.1 The non-pupil days of each unit member's contract year shall be limited in their structure. Unit members shall have three (3) unencumbered days for preparing for the upcoming school year and/or completing the responsibilities for ending the school year.

The following goes into effect July 1, 2010 and sunsets June 30, 2011. Previous contract language shall be in effect July 1, 2011.

There shall be temporary reduction of all Schedule K stipends (chart) by twenty five percent (25%).

There shall be a temporary suspension of Article 6.8 for the term July 1, 2010 to June 30, 2011.

The following article goes into effect July 1, 2010 and sunsets June 30, 2011. Previous contract language shall be in effect July 1, 2011.

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.***

Regarding a temporary modification to the application of the $4.25 million health benefit cap for the 2010-11 year.

There shall be a freeze on all members "out-of-pocket" health premiums for the 2010-11 school year at the current amounts.

Any savings from the health reconciliation of the 2010-11 year, up to $200,691, shall be granted to the District. Any other monies from prior reconciliations shall be applied to future VTA premiums as per current practice and contract language.

The District took an extended caucus. They returned and presented the following package offer for settlement of the 2008-09, 2009-10, and 2010-11 contract years:

VUSD accepts the VTA offer of 0% salary schedule adjustment for 2008-09, 2009-10, and 2010-11 contract years.

VUSD accepts the 5 previously signed Tentative Agreements as a permanent CBA modification.

The District accepts the VTA proposal 4.1.8 with the following modifications:

Multi-site unit members that are assigned by the District to travel…

Include 4.1.8.2 and 4.1.8.4

Delete 4.1.8.1 and 4.1.8.3

The District accepts 4.2 with the following modification:

The District may schedule up to two (2) …

And modify 4.2.1.4 not to exceed six (6) hours.

The District accepts VTA's proposal regarding

4.1.6 Adjunct duties

The District maintains its offer on 9.1, Hiring Ratio to be implemented for the 2010-11 contract year.

K-6 29:1 7-8: 28:1 9-12: 27.6:1

Estimated expense reduction: $567,000

The District accepts VTA's proposal of 3.9.2 Summer School, calculated expense reduction = $10,800. This amount equals one year's savings, 2010-11, at one school.

The District accepts VTA's proposal of temporary suspension of Article 6.8, Sick Leave Bonus for the 2010-11 contract year. The estimated expenditure savings is $16,315.

The District proposes the establishment of one Furlough Day, designated to be June 11, 2010 for all unit members. This Furlough day would result in the reduction of one day's compensation based upon the unit member's current contract year. This reduction would occur in the final year's pay warrant of June, 2010. The expenditure reduction calculation = $243,000.

The District proposes the establishment of one Furlough Day, designated to be August 9, 2010 for all unit members. This Furlough day would result in the reduction of one day's compensation based upon the unit member's 2010-11 contract. The annual salary adjustment would be reflected in all pay warrant distributions. The expenditure reduction calculation = $243,000.

The District proposes a salary schedule rollback of .5% for the 2010-11 contract year. This reduction is applied to all appendices except Schedule K, and is calculated to be $221,314.

This package proposal represents the following expenditure reduction of:

$567,000 + $10,800 + $16,315 + $243,000 + $243,000 + $221,314 = $1,301,429

Contingency language: The District also proposes that if the State's revenue reduction to VUSD exceeds $8,000,000 for the 2010-11 contract year, two additional furlough days will be established, one day to be the final contract day of the contract year and the other day to be determined by the Administration.

P.O.L. Modification: The District offers a modification of Article 6.2.2 to be effective for the 2010-11 contract year only, the unit member may use 1 day of the 5 day P.O.L. annual allocation for a purpose of the employee's determination. The employee must give advanced notice of absence citing Article 6.2.2.3 as the reason for absence.

Post Employment Benefit: The District offers a permanent modification of Article 5.4 Retirement Plan:
5.4.1.1 The eligible retiree may select coverage of 100% District paid medical plan for the plan coverage in place at time of retirement for 3 calendar years.
5.4.1.2 The eligible retiree may select a one-time cash payout of $12,500 to be paid in the January pay cycle on the year following retirement.
5.4.2 ~~An employee may, upon retirement, elect to delay commencement of District contribution to medical care for a period not to exceed seven (7) years provided continuous coverage is maintained.~~

The session ended with no further proposals.