

Bargaining Update

April 16, 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, Kent Puddy.

The VTA Bargaining Team and the District finalized language concerning the procedures for handling the current VTA Scholarship. A Memorandum of Understanding was signed to complete discussions on this matter. (The language of the M.O.U. is provided at the end of this update.)

Extensive discussions were held concerning prior proposals presented at previous sessions and the progress towards reaching a settlement.

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. 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 outstanding 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 in the 2007-08 contract.

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.**

- **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 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.*~~

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:

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. Previous contract language shall be in effect July 1, 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.

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

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.

There shall be 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.

Savings from the health reconciliation of the 2010-11 year, not to exceed \$181,006, shall be granted to the District. Any additional savings or other monies from prior reconciliations shall be applied to future VTA premiums as per current practice and contract language.

There shall be one (1) "furlough" day on August 9, 2011. The furlough day would result in the reduction of one (1) day's per diem pay based upon the unit member's 2010-11 contracted salary. (i.e. A teacher whose yearly contracted salary is \$60,000 per year would have their yearly pay reduced by 1/184th (326.09). This per diem reduction would be attained by an equal reduction of a member's monthly pay warrant over the 2010-11 school year. A unit member may work that day and sign a donation form (prior to June 30, 2010) to claim the amount as a donation to the District.

The District took an extended caucus. They returned and presented the following counter-proposal package offer for the 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 ninety minutes ...

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

The District accepts VTA's proposal regarding

4.1.6 Adjunct duties

4.3.1 The District accepts VTA's proposal of the non-pupil days which shall be unencumbered for teacher preparation for the upcoming year except for a total of four hours to be used for District and School staff development of organizational activities. This is temporary for the 2010-11 contract year.

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

K-3 29:1 4-6 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 establishment of one Furlough Day for all unit members. The day is to be established. This Furlough day would result in the reduction of one day's compensation based upon the unit member's contracted earnings. This reduction would be reflected in the annual compensation distributed over all pay warrants. The expenditure reduction calculation = \$243,000.

The District accepts VTA's offer of \$181,006 as a one-time reduction for Health Benefits. The contribution is to be reduced from the established District's annual allocation of \$4.25 million. This one-time reduction acknowledges the significant reduction of membership utilizing health benefits. This expenditure reduction is = \$181,006.

The District accepts VTA's proposal of the reduction of all Schedule K stipends within the matrix by 25%. The estimated reduction is \$119,000.

The District proposes a reduction of the instructional calendar for 2010-11 by one day with a per diem reduction of earnings for this one day. The day is to be established. The expenditure reduction calculation = \$243,000.

This package proposal represents the following expenditure reduction of:

$\$567,000 + \$10,800 + \$243,000 + \$181,006 + \$119,000 + \$243,000 = \$1,363,806$

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.

The next session was agreed to be held on April 27, 2010.

Memorandum of Understanding
Between the
Vacaville Teachers' Association
And the
Vacaville Unified School District

Concerning the continuing Julie Davis/VTA Scholarship.

The Vacaville Teachers Association and the Vacaville Unified School District hereby do mutually agree to the following which describes the practice and process for the Julie Davis/VTA Scholarship.

In September 1986 VUSD approved the proposal of VTA to establish a scholarship fund to be awarded to college bound seniors from Vacaville USD high schools. This MOU states the operational commitments of both VUSD and VTA for the operation of the scholarship fund.

1. VTA will solicit members to make a voluntary donation from member's monthly pay warrant with a minimum of \$1.00, and submit to the VUSD Human Resources Department a written authorization. This voluntary donation will remain in effect until the employee rescinds the authorization in writing or until the employee separates their employment from VUSD. The proceeds of the donation are for the exclusive purpose of scholarship awards.
2. VUSD on a monthly basis will prepare a warrant reflecting the sum of the donations made that month. This warrant will be made to the financial institution and account designated in writing by the VTA President. A detailed list of donor's names and amount will be provided with the monthly warrant.
3. VTA has sole responsibility for the selection and award of the scholarships. VTA will make public the recipients and scholarship award amounts.
4. VUSD has no authority nor has fiduciary responsibility over the scholarship selection process, the administration of the scholarship award distribution, nor the donor's tax deduction status.
5. There shall be no fees charged to the VTA by the VUSD concerning this scholarship.