

Members of the District Bargaining Team: Randy Henry, Kim Forrest, Ed Santopadre, David Robertson.

Members of the VTA Bargaining Team: Tim Sisson, Kim Campbell, Todd Blanset, Gary Masterson, Brenda Hensley, Kent Puddy, Mark DeWeerd (CTA).

The District began the session again stating they would like an 8% settlement. They presented a proposal for 2011-12 that included the following:

Hiring ratio adjustments:

K-3: 29:1  
4-6: 29:1 to 30:1  
7,8: 27:1 to 29:1  
9-12: 26.6:1 to 28.6:1

Furlough days:

2 instructional  
2.5 workday (.5 from minimum day)

Schedule K: 50% reduction

Salary rollback: \$460,504 (1.13%)

Reduction in health cap: \$250,000 (\$4,250,000 to \$4,000,000)

Contingency language for reopening negotiations would also be in place if the District's Base Revenue Limit came in worse than expected or better than expected.

Adjunct duties:

K-6: 1 duty @ 6 hrs.  
7-12: 2 duties @ 6 hrs.

Meeting hours: 5 hrs. outside the duty day

Elem. Class caps (w/VTA proposed compensation):

K-6: 34  
K-6 combo: 32

Secondary daily contact cap (w/VTA proposed compensation):

7-12: 185 students  
250 students (Physical Education & Music)

Work days: 3 hours encumbered, all other hours unencumbered.

The above proposals are temporary. Previous contract language would be in effect July 1, 2012.

During the lengthy discussion that followed, the VTA bargaining team questioned the District's need for 8% and stated that it was more than necessary to adequately run operate a quality operation.

After the discussion, VTA called a caucus.

The session continued with the VTA bargaining team presenting a contingency package for contract settlement. There were contingencies in a range of a Base Revenue Limit of 4917 to 4761 (4.5% to 7.5%). The center piece of the proposal package was contingent on a BRL of 4851 (6% proposal) is

listed below. The entire proposal package, if not agreed to, would revert back to the VTA proposals presented prior to April 30<sup>th</sup>.

Hiring ratio adjustments:

K-3: 29:1  
4-6: 29:1 to 30:1  
7,8: 27:1 to 29:1  
9-12: 26.6:1 to 28.6:1

Furlough days:

2 instructional  
2.46 workday (1 workday, 19 Wednesday @ 30 minutes each)

Schedule K: 50% reduction

In addition, VTA proposed the following language for the 2011-12 contract.

The following article shall be part of 2011-12 contract.

4.3.1 The four (4) non-pupil work days of each unit member's contract year shall be limited in their structure. These days shall be unencumbered, except for three (3) hours on one (1) day at the beginning of the school year, to prepare for the upcoming school year and/or completing the responsibilities for ending the school year.

The above article shall sunset June 30, 2012.

The following article shall be part of the 2011-12 contract.

4.2.6 During a Parent Conference month, meetings, conferences, and preparation of report cards shall not exceed two (2) additional hours beyond the duty day.

The following article shall be part of the 2011-12 contract.

4.9 The instructional minutes for Wednesdays shall not exceed the current 2010-11 levels:

4.9.1 two hundred forty (240) minutes for Grades 1-6.

4.9.2 three hundred twelve (312) minutes for Grades 7, 8.

4.9.3 three hundred thirty (330) minutes for Grades 9-12.

The above article shall sunset June 30, 2012.

The article below shall become permanent part of the contract.

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;

4.1.8.3 Compensation time.

The following article shall temporarily replace all existing language in article 4.1.6.2 and be part of the 2011-12 contract.

#### 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 two (2) duties beyond the duty day. Secondary adjunct duties shall not exceed six (6) hours for the school year.

4.1.6.2.2 Except for Back-to-School, 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 six (6) 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.

The above article shall sunset June 30, 2012. Previous contract language below shall be in effect on July 1, 2012.

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) adjunct duties beyond the duty day.

The following article shall temporarily replace all existing language in article 4.2.1 (and its sub-articles) and be part of the 2011-12 contract.

#### 4.2 Meetings

4.2.1 The District may schedule up to one (1) meeting per month for each of seven (7) months during the school year. These meetings shall be no longer than fifty (50) minutes and take place during the shortened Wednesday duty day. The use of all other non-instructional time during the shortened Wednesday duty day shall be unencumbered and determined by each unit member. There shall be no meetings scheduled outside the duty day unless there is 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.

The above article shall sunset June 30, 2012. Previous contract language below shall be in effect on July 1, 2012.

#### 4.2 Meetings

4.2.1 The District may schedule up to three (3) hours per month of each unit member's time in addition to the regular work time. The beginnings of these meetings shall be adjacent to the duty day, must start within thirty (30) minutes of the duty day, and may not exceed one (1) hour past the duty day. 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 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 articles shall be in the 2011-12 contract and replace existing article 9.2.3. The current contract article 9.2.4 shall become 9.2.5.

For Articles 9.23 and 9.24 (and all sub-articles), class size is defined as either the number of students assigned (by roll sheet) to a teacher.

9.2.3 After two (2) weeks have elapsed in any trimester, the class size limit for each K-6 class shall be thirty-three (33) students. This limit shall not be exceeded during the school day.

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 thirteen dollars (\$13) per day for each student over the cap.

9.2.4 After two (2) weeks have elapsed in any trimester, the class size limit for each K-6 combination class shall be thirty-one (31) students. This limit shall not be exceeded during the school day.

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 thirteen dollars (\$13) per day for each student over the cap.

The above article shall sunset June 30, 2012. Previous contract language below shall be in effect July 1, 2012.

9.2.3 After two (2) weeks have elapsed in any semester/trimester the placement of the thirty-fourth (34) student in any single grade level elementary classroom or the placement of the thirty-second (32) student in any combination class shall cause the Superintendent or his designee, a designee of the Association, the Principal of the affected school, to meet to implement workable enrollment option(s) for future students in an effort to avoid further increases in the size of that class.

9.2.4 For purposes of counting student placement in a class, Special Day Class students who are mainstreamed for more than fifty percent (50%) of a day in a single class count in that class.

The following article shall temporarily replace article 9.3.2 and be in the 2011-12 contract.

For Articles 9.32 (and all sub-articles), student contact limit is defined as either the number of students assigned (by roll sheet) to a teacher.

9.3.2 After two (2) weeks have elapsed in any semester, the student contact limit for grades 7-12 shall not exceed one hundred eighty-two (182) 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 eighty-two (182) students. (i.e. 80% : 146 students)

9.3.2.1 After two (2) weeks have elapsed in any semester, the student contact limit for grades 7-12 Physical Education and Music teachers shall not exceed two hundred twenty five (225) 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 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 ten dollars (\$10) per day for each student over the cap.

The above article shall sunset June 30, 2012. Previous contract language below shall be in effect July 1, 2012.

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

After a caucus, the District came back and presented a 6% proposal. The details of this proposal are listed below.

Hiring ratio adjustments:

K-3: 29:1  
4-6: 29:1 to 30:1  
7,8: 27:1 to 28.23:1  
9-12: 26.6 to 27.83

Furlough days:

2 instructional  
1 workday  
2 other days (combination of Weds. & minimum days)

Schedule K: 50% reduction

Salary rollback: \$460,504 (1.13%)

Health carryover reduction: \$125,000

Other: \$214,000

Contingency language for reopening negotiations would also be in place if the District's Base Revenue Limit came in worse than expected or better than expected.

The District also proposed the following language:

Adjunct duties:

K-6: 1 duty @ 6 hrs. (added open house to VTA language)  
7-12: 2 duties @ 6 hrs.

Meeting hours: 5 hrs. outside the duty day

Elem. Class caps (w/VTA proposed compensation):

K-6: 34  
K-6 combo: 31

Secondary daily contact cap (w/VTA proposed compensation):

7-12: 182 students  
250 students (Physical Education & Music)

Work days: 3 hours encumbered, all other hours unencumbered.

Wednesday instructional minutes: Agree with VTA concept of maintaining current Wednesday minutes.

Much discussion took place during the rest of the session concerning the numbers on each group's proposals. No agreement was reached on any proposals. It was agreed to meet again on Friday, May 13<sup>th</sup>.