

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.

The session began with VTA offering to reach agreement on some of the language proposals on the table. The District said that it wanted to discuss elementary prep. The District said that it had met with the elementary prep committee that helped to write the language last year and they were not able to come up with a way on how the 15 minutes of prep at lunch could be structured differently. The District stated that one of the problems was that the elementary teachers did not take advantage of being paid to cover the 15 minutes.

The District indicated that it had a proposal on the table. The VTA Bargaining Team stated that the only items on the table concerning this topic were a Memorandum of Understanding, one by the Association (with no changes from this year's enacted M.O.U.) and one by the District (with several modifications mentioned in earlier update). Both of these documents were exchanged several months ago. The District stated that it needed relief concerning the 15 minutes there needed to be a workable solution for those prep minutes. The VTA Bargaining Team stated that it was willing to sign an extension of this year's M.O. U.

After a lengthy caucus, the VTA Bargaining Team again suggested that the teams work on coming to agreement on some of the language changes proposed by both sides. Over the next hour, both sides discussed and signed Tentative Agreements #3 - #7. The text of those agreements is provided at the end of the update.

The session continued with the VTA bargaining team presenting a different contingency package for contract settlement. Again 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 30th.

Hiring ratio adjustments:

K-3: 29:1
4-6: 29:1 to 30:1
7,8: 27:1 to 28.5:1
9-12: 26.6 to 28.1:1

Furlough days:

2 instructional
10.5 workday hrs.
2 hrs. on minimum day
12 Weds. @ 45 minutes

Schedule K (chart): 50% reduction

The Association also presented the following language:

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

4.9 The instructional minutes for Wednesdays at all sites shall not exceed the current 2010-11 levels.

The above article shall sunset June 30, 2012.

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) hour on five (5) days per school year 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. It is agreed that these meetings shall not be scheduled on the furlough/early release Wednesdays.

The District may schedule up to ten (10) of the Wednesday collaboration periods (other than the furlough/early release Wednesdays) during the school year for Professional Growth, Department and grade level collaboration and planning.

It is further agreed that ten (10) of the Wednesday collaboration periods (other than the furlough/early release Wednesdays or Department and grade level collaboration) during the school year may be used for member determined collaboration and planning.

Any additional Wednesdays (non-furlough) shall be split equally between District scheduled and member determined collaboration and planning.

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 District stated that the proposal was unacceptable because the District and VUSD Board believe that there should be a 70% out-of-pocket/30% hiring ratio split. They stated this split was attained in a tentative agreement settlement with Classified the day before. The Association stated that when we had left on Wednesday the District stated that the Association's proposal had merit. The District stated that the situation had changed. The VTA Bargaining Team expressed its frustration with the ever-changing position of the District. The VTA Team also stated that it would need a new written proposal, with complete details, to be sure of the District's position with complete de.

The District called a caucus.

After the break, the District presented the following:

Hiring ratio adjustments:

K-3: 29:1
4-6: 29:1 to 30:1
7,8: 27:1 to 28:1
9-12: 26.6 to 27.6

Furlough days:

2 instructional
3.38 workday

Schedule K (including Dept. chairs & Teacher-in-Charge): 50% reduction

Health carryover reduction: \$59,625

Reduction in health cap: \$209,673 (\$4,250,000 to \$4,041,327)

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 presented no details on the furlough days, language proposals, or responses to the Association proposals from earlier in the session. After the District's presentation, there was discussion on their proposal and valuing the negotiation process. The District indicated that it was ready to end the session. Both sides agreed to meet again on Wednesday, May 18th.

The following Tentative Agreements were signed during this session.

Tentative Agreement #3
Between the
Vacaville Teachers Association
And the
Vacaville Unified School District

The following shall be in effect and become part of the Collective Bargaining Agreement upon ratification.

4.2.6 During a Parent Conference month, meetings, conferences, and preparation of report cards shall not exceed four (4) additional hours beyond the duty day.

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

4.2.6 During a Parent Conference month, meetings and conferences shall not exceed seven (7) additional hours beyond the duty day.

FOR THE DISTRICT:

FOR THE ASSOCIATION:

Randy Henry
Chief Human Resources Officer

Kent Puddy
VTA Bargaining Chair

Date

Tentative Agreement #4
Between the
Vacaville Teachers Association
And the
Vacaville Unified School District

The following shall be in effect and become part of the Collective Bargaining Agreement upon ratification.

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.

FOR THE DISTRICT:

FOR THE ASSOCIATION:

Randy Henry
Chief Human Resources Officer

Kent Puddy
VTA Bargaining Chair

Date

Tentative Agreement #5

***Between the
Vacaville Teachers Association
And the
Vacaville Unified School District***

The following shall be in effect and become part of the Collective Bargaining Agreement upon ratification.

4.3.1 The 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 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.

FOR THE DISTRICT:

FOR THE ASSOCIATION:

Randy Henry
Chief Human Resources Officer

Kent Puddy
VTA Bargaining Chair

Date

Tentative Agreement #6

***Between the
Vacaville Teachers Association
And the
Vacaville Unified School District***

The following shall be in effect and become part of the Collective Bargaining Agreement upon ratification.

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 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 fifty (250) 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 fifty (250) students. (i.e. 80% : 200 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.

FOR THE DISTRICT:

FOR THE ASSOCIATION:

Randy Henry
Chief Human Resources Officer

Kent Puddy
VTA Bargaining Chair

Date

Tentative Agreement #7

***Between the
Vacaville Teachers Association
And the
Vacaville Unified School District***

The following shall be in effect and become part of the Collective Bargaining Agreement upon ratification.

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 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 shall be thirty-four (34) 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 (30) 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.

FOR THE DISTRICT:

FOR THE ASSOCIATION:

Randy Henry
Chief Human Resources Officer

Kent Puddy
VTA Bargaining Chair

Date