

Bargaining Update #5

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

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

During the brief, hour long session, the District and Association Teams agreed and signed an extension to the March 18, 2011 bargaining rule concerning presentation of initial proposals to April 30, 2011 due to the ever changing State deadline concerning the potential tax extension ballot measure.

The District presented a proposal concerning Article 8: Permanent Part-Time, Temporary Part-Time, and Job Shares. The VTA bargaining team asked some questions to clarify some of the items in the proposal. The text of the District proposal is presented below.

ARTICLE 8 - PART TIME EMPLOYMENT/JOB SHARING

This Article shall become effective July 1, 2011 for unit members who are current full time employees. The terms of employment 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, 2012 as follows:

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 contracted position that is less than full time 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 contracted position that is less than a full time equivalent 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) consecutive 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/or temporary unit members.

- 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 **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 I: 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 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 must return from leave or find another job share partner that meets the approval of the site administrator and Chief Human Resources Officer or designee or, 2) if the a 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 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.

The VTA Bargaining Team presented a Memorandum of Understanding to extend the current Elementary Preparation M.O.U. through June 30, 2012. This would maintain the current preparation structure and minutes through that date. The VTA team stated that the work of the committee on this matter seems to have been a success and that it would be beneficial to continue the practices for the 2011-12 school year. The text of the M.O.U. is presented below.

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

Concerning 2011-12 Elementary Preparation Time.

The Vacaville Teachers Association and the Vacaville Unified School District hereby do mutually agree to the following language which describes the temporary practices and procedures for the duration and application of elementary preparation time (Article 4.1.5).

This Memorandum of Understanding goes into effect July 1, 2011 and sunsets June 30, 2012. Previous contract language will be in effect beginning July 1, 2012.

Prep time is unencumbered and duty free with the exception of IEPs, CSTs, Action Team, etc. Reasonable effort will be made not to schedule these meetings during a teacher's prep time.

Before and after instruction prep time

At each site, K-6 teachers can choose between two options for their M, T, Th, F (flex days) duty day prep times:

- Forty (40) minutes within the duty day and before student day/Fifteen (15) minutes after student day within the duty day, or
- Fifteen (15) minutes within the duty day and before student day/Forty (40) minutes after student day within the duty day.

Teachers shall commit to one option prior to the start of the year and adhere to it.

At each site, Wednesday duty days and minimum day duty days will be the same for all teachers. On Wednesdays, there shall be thirty (30) minutes of prep time prior to the student day and within the duty day. In addition, there shall be a minimum of one hundred thirty (130) minutes, after the student day and within the duty day, of prep time every two (2) Wednesdays. The Wednesday collaboration meeting shall begin after the prep time and shall conclude within the time remaining in the duty day. Meeting time shall not exceed one (1) hour on any Wednesday and not exceed ninety (90) minutes every two (2) Wednesdays.

Collaborative Wednesday meetings may be scheduled from August 31st to May 24th. There will be no collaborative meeting on November 9th due to parent conferences. Work for collaborative meeting time shall be adjusted so it can easily be accomplished during the time period.

Lunch/prep time

During the lunch prep period, teachers may be offered to supervise fifteen (15) minutes of the lunch prep time as their adjunct duty (total of 32 times/8 hours). Teachers will not be responsible for planning, coordinating, or grading the activities they supervise. Administrators, substitutes, and noon supervisors will also provide supervision.

Teachers will have the students complete an accounting of activities done by students during the 15 minute lunch prep. It will be done by individual students or whole classes after the lunch time period is over. Administration will provide the necessary forms for individual students or whole classes to complete. Forms will be submitted to administration as required for accounting purposes.

Kindergarten

Kindergarten teachers shall also be accommodated by article 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.

Grades 1-6 Prep assemblies

There shall be one (1), forty (40) minute assembly per week for grades 1-3.

There shall be one (1), sixty (60) minute assembly per week for grades 4-6.

There shall be no assemblies during the first or last week of school, or during the two (2) full parent conference weeks.

A schedule of assemblies will be provided in advance, in order to ensure predictable assembly prep time for teachers.

Prep time assemblies will be planned and supervised by the administration.

Prior to the 40/60 minute assembly, teachers will be responsible to escort and seat their students at the assembly. Following the 40/60 minute assembly teachers shall return and escort their students back to the classroom, if necessary. Teachers shall not be responsible for planning, presenting, or grading assembly curriculum.

The 40/60 minute prep assembly shall be unencumbered prep time.

Other

If there is a provision for additional hour(s) of monthly meeting time (2011-12 Contract Article 4.2.1) is to be assigned on a flex day, one week’s advance notification shall be given so all teachers can be on a Wednesday duty day schedule on the day of the meeting.

Attachments (two pages) concerning a schedule template and language beginning July 1, 2012.

Sample Illustration Schedule for Elementary Prep (2011-12)

Teacher Work Day: M,T,Th,F 7:45-2:45 or 8:15-3:15
 W 8:00 -3:00

Student Day: 8:30 am - 2:35 pm

Student Day Wednesdays: 8:30 am - 1:10 pm

Student Day (Minimum Days): 8:30 am – 12:40 pm (Fall & Spring Parent Conferences, Open House, Back to School, Dec. 22th, and June 4th,5th,6th)

Schedule (may be shifted to allow for different start times at each site)

Monday	Tuesday	Wednesday	Thursday	Friday
Duty Day *7:45-2:45 *8:15-3:15	*7:45-2:45 *8:15-3:15	8:00-3:00	*7:45-2:45 *8:15-3:15	*7:45-2:45 *8:15-3:15
Student Day 8:30-2:35	8:30-2:35	8:30-1:10	8:30-2:35	8:30-2:35
4th- 6th Recess 1x10 min. 1st- 3rd 2x15 min.	4th- 6th Recess 1x 10 min. 1st- 3rd 2x15 min.	4th- 6th Recess 1x 10 min. 1st- 3rd 1x10 min.	4th- 6th Recess 1x 10 min. 1st- 3rd 2x15 min.	4th- 6th Recess 1x 10 min. 1st- 3rd 2x15 min.
Lunch 30 min. 15 min. (Prep)	30 min. 15 min. (Prep)	30 min. 15 min. (Prep)	30 min. 15 min. (Prep)	30 min. 15 min. (Prep)
Prep *40/15 or 15/40 before/after flex 15 min. lunch	*40/15 or 15/40 before/after flex 15 min. lunch	30 min. before minimum 130 min. each 2 Wed. after 15 min. lunch Collaborative meeting	*40/15 or 15/40 before/after flex 15 min. lunch	*40/15 or 15/40 before/after flex 15 min. lunch

* M,T,Th,F Teachers can sign up for one of the flex options for before/ after school prep.

Effective July 1, 2012

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.

- 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) 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.

The District presented the following document to modify elementary preparation for the 2011-12 school year. They stated that while they agreed that some good things came from the work of the committee last year, the Physical Education time attached to lunch was not working and not in compliance according the State’s Compliance Review Team. The District stated that those instructional minutes needed to be maintained during the day in order to meet State guidelines. They further stated that the District was not comfortable with barely being over the State’s minimums for instructional minutes. The text of the District’s document is presented below.

Concerning 2011-12 Elementary Preparation Time.

The Vacaville Teachers Association and the Vacaville Unified School District hereby do mutually agree to the following language which describes the temporary practices and procedures for the duration and application of elementary preparation time (Article 4.1.5).

This Memorandum of Understanding goes into effect July 1, 2011 and sunsets June 30, 2012. Previous contract language will be in effect beginning July 1, 2012.

Prep time is unencumbered and duty free with the exception of IEPs, CSTs, Action Team, etc. Reasonable effort will be made not to schedule these meetings during a teacher's prep time.

Before and after instruction prep time

At each site, K-6 teachers can choose between two options for their M, T, Th, F (flex days) duty day prep times:

Forty (40) minutes within the duty day and before student day/Fifteen (15) minutes after student day within the duty day, or

Fifteen (15) minutes within the duty day and before student day/Forty (40) minutes after student day within the duty day.

Teachers shall commit to one option prior to the start of the year and adhere to it.

At each site, Wednesday duty days and minimum day duty days will be the same for all teachers. On Wednesdays, there shall be thirty (30) minutes of prep time prior to the student day and within the duty day. In addition, there shall be a minimum of one hundred thirty (130) minutes, after the student day and within the duty day, of prep time every two (2) Wednesdays. The Wednesday collaboration meeting shall begin after the prep time and shall conclude within the time remaining in the duty day. Meeting time shall not exceed one (1) hour on any Wednesday and not exceed ninety (90) minutes every two (2) Wednesdays.

Collaborative Wednesday meetings may be scheduled from August 31st to May 25th. There will be no collaborative meeting on November 2nd, Nov 9th and Nov 16th and Feb 29th and March 7th due to parent conferences. Work for collaborative meeting time shall be adjusted so it can easily be accomplished during the time period.

Lunch

Elementary [student/staff](#) lunch will be 30 minutes in length

Kindergarten

Kindergarten teachers shall also be accommodated by article 4.1.5.1.

Each full time unit member assigned to a non-combination Kindergarten class shall have thirty (30) 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.

Grades 1-6 Prep Enrichment

There shall be one (1), [thirty \(30\)](#) minute enrichment per week for grades 1-6.

There shall be no enrichment/Prep during the first full week or last week of school, or during the two (2) parent conference weeks (Fall) one week in Spring and during the two week STAR testing period.

A schedule of enrichment/Prep will be provided in advance, in order to ensure predictable prep time for teachers

Prep time enrichment will be not be planned and supervised by VTA members unless they consent.

Prior to the [30](#) minute enrichment, teachers will be responsible to escort and seat their students to the scheduled enrichment. Following the 30 minute enrichment teachers shall return and escort their students back to the classroom, if necessary. Teachers shall not be responsible for planning, presenting, or grading assembly curriculum.

The [30](#) minute prep/enrichment shall be unencumbered prep time.

Other

If the additional hour of monthly meeting time (2010-11 Contract Article 4.2.1) is to be assigned on a flex day, one week’s advance notification shall be give so all teachers can be on a Wednesday duty day schedule on the day of the meeting.

Sample Illustration Schedule for Elementary Prep (2011-12)

Teacher Work Day: M,T,Th,F 7:45-2:45 or 8:15-3:15
 W 8:00 -3:00

Student Day: 8:30 am - 2:35 pm

Student Day Wednesdays: 8:30 am - 1:10 pm

Student Day (Minimum Days): 8:30 am – 12:40 pm (Fall & Spring Parent Conferences, Open House, Back to School, Dec. 22, and June 4, 5 and 6))

Schedule (may be shifted to allow for different start times at each site)

Monday	Tuesday	Wednesday	Thursday	Friday
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Student Day 8:30-2:35	8:30-2:35	8:30-1:10	8:30-2:35	8:30-2:35
4th- 6th Recess 1x10 min. 1st- 3rd 2x15 min.	4th- 6th Recess 1x 10 min. 1st- 3rd 2x15 min.	4th- 6th Recess 1x 10 min. 1st- 3rd 1x10 min.	4th- 6th Recess 1x 10 min. 1st- 3rd 2x15 min.	4th- 6th Recess 1x 10 min. 1st- 3rd 2x15 min.
Lunch 30 min.	30 min.	30 min.	30 min.	30 min.
Prep *40/15 or 15/40 before/after flex 60 Min Prep	*40/15 or 15/40 before/after flex 60 min Prep	30 min. before minimum 130 min. each 2 Wed. after 65 min prep Collaborative meeting	*40/15 or 15/40 before/after flex 60 min Prep	*40/15 or 15/40 before/after flex 60 Min Prep

* M,T,Th,F Teachers can sign up for one of the flex options for before/ after school prep.

The VTA Bargaining Team asked when the District would be able to present their written monetary proposal to VTA. They indicated that they would present their proposal by April 1st.