

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

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

The bargaining session began with a District presentation on the 2011-12 State and VUSD budget. The District stated that a \$349 Funded Base Revenue Limit reduction per ADA is what they are currently planning for (due to the failure of the tax extension being placed on a ballot in June), but the uncertain State budget makes even that number iffy. The District stated that because the tax extension will not be approved by the June deadline for creating a VUSD budget, the total reduction to the District budget increases from \$4,380,000 to \$8,340,000. In addition, due to the uncertainty of what the State might ultimately do, the District emphasized its need for contingency language in any contract settlement to deal with the budget issues. The District also distributed a revised 2011-12 Budget Planning worksheet for Expenditure Reduction Options.

The session continued with the District responding to the VTA proposals presented on April 1st:

Concerning the proposal regarding the balancing of special needs students in classes, the District responded that it believes current contract language in Article 9.4 allows for possible adjustments when class size imbalances occur. (VTA proposal below)

9.4 Exceptional Needs

~~The District shall assign students with exceptional needs to a least restrictive environment on a fair and reasonable basis. The District agrees to meet and confer with the Association to determine whether or not the implementation of the State's Master Plan for Special Education has brought about class size/balance problems. If it is determined that problems exist, solutions will be discussed and agreed upon changes implemented. Meetings may be called by either party.~~

- 9.4.1 Site administration shall equalize the number of special needs students placed in similar general education classes at the elementary level to allow teachers a better opportunity to meet the needs of all students. With a unit member's consent, the number of special needs students may be unequal, by two, provided other accommodations/considerations (i.e. four fewer non special needs students enrolled in the class, full access to an instructional aide or co-teacher during the class, monetary compensation not less than \$13/extra special needs student/day in class), determined by the affected unit member, are provided.
- 9.4.2 Every effort will be made by site administration to place special needs students in non-combination classes.
- 9.4.3 Site administration shall equalize the number of special needs students placed in similar general education sections at the secondary level to allow teachers a better opportunity to meet the needs of all students. With a unit member's consent, the number of special needs students may be unequal, by two, provided other accommodations/considerations (i.e. four fewer non special needs students enrolled in the class, full access to an instructional aide or co-teacher during the class, monetary compensation not less than \$13/extra special needs student/day in class), determined by the affected unit member, are provided.

- 9.4.4 IEP, 504, SST, etc. meetings shall not be scheduled during any co-teaching (special needs teacher and regular/general education teacher) time unless a substitute is provided for the co-teaching class.
- 9.4.5 If a member of a co-teaching assignment is unavailable for the class on a particular day, their substitute shall be assigned to assist that class.

The District declined the proposal to remove the cap on service years (Article 3.5.3) that may be given to a new hire. (VTA proposal below)

- 3.5.3 Credit for service outside the District shall be granted on the salary schedule at the rate of one (1) increment (step) for one (1) year of service up to a maximum of 12 steps. Beginning the 2011-12 school year, unit members hired to the District shall receive credit for service outside the District and shall be granted placement on the salary schedule at the rate of one (1) increment (step) for one (1) year of service. Private school experience for step increment on the salary schedule shall be accepted, providing the private school was state accredited and the unit member in question held a valid credential at the time of the teaching experience. Earned degrees received and units of study in an accredited institution of higher learning shall be allowed for initial placement and subsequent horizontal movement on the salary schedule. Units of study for professional growth shall also be counted for horizontal movement on the salary schedule. In no case will any unit member be given credit for more years of experience than the actual number of years they have taught. ~~Out of district experience in public or private schools, within the last fifteen (15) years, on similar level will be acceptable.~~

Concerning the VTA proposal for Article 3.8.3, the District responded: "The District has in place (3.8.3) for compensation of unit members performing instructional or co-curricular work beyond the duty year. The current language is an effective way of utilizing members for their work beyond the duty year and for their compensation." (VTA proposal below)

- 3.8.3 Unit members performing instructional or co-curricular work beyond the duty year, approved by administration, shall be paid a daily rate of pay (member's salary divided by number regular year contract days) for all such work performed.

Regarding the VTA proposal for Article 4.2.6,

- 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 District countered with the proposal,

- 4.2.6 During a Parent Conference month, meetings, conferences, and preparation of report cards shall not exceed five (5) additional hours beyond the duty day.

The District rejected the VTA proposal for a 0% adjustment to all cells in the salary schedule "based upon the possibility/potential of all cells being decreased in the future. (VTA proposal below)

3.1 Salary Schedules

2011 - 12

Increase all cells by zero percent (0%) applied across the board to all salary schedules including all components of Schedule K. This is applicable to all unit members employed during 2011-12.

After a break, the VTA Bargaining Team presented additional proposals for the new 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.**

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.

Following a brief discussion, the District presented their proposed compensation for 2011-12.

The District proposes a 8% reduction from all certificated (non management-VTA) compensation for the 2011-12 school year in order to mitigate the challenges of reducing expenditures, minimize the layoff of certificated employees and preserve educational programs and services.

The District shall reopen negotiations for 2011-2012 on wages (Article 3) and benefits (Article 5) if the Funded Base Revenue Limit (BRL) per ADA decreases by \$400 or more (for Vacaville Unified) from the passed 2011-2012 adopted budget signed by the Governor. The purpose for the reopener would be for the increase in the 8% reduction give back. If the funded BRL per ADA decreases by less than \$300 dollars from the passed 2011-2012 adopted budget signed by the Governor the District shall reopen negotiations for 2011-2012 on wages (Article 3) and benefits (Article 5) for the purposes of lowering the percentage reduction.

The parties recognize that the contingency language anticipates that the State school finance system remains as prescribed in current law. If there is a significant change in State school finance law, the parties agree to reopen this agreement for the purpose of modifying the provisions to ensure that after any statutory changes to the greatest degree possible the effect on the parties is as anticipated in the agreement.

The VTA Bargaining Team questioned the District on what was the current funded Base Revenue Limit and what funded Base Revenue Limit their 8% reduction was based upon. The District responded with \$5210 and \$4861 (-\$349), respectively.

This concluded the session. The next scheduled session is April 29th.