

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

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

The bargaining session began with a District presentation on the 2011-12 VUSD budget. The District again stated that a \$349 Funded Base Revenue Limit reduction per ADA is what they are currently planning for (with no Tax Extension election), but the uncertain State budget makes that number still uncertain. With that and P-2 Average Daily Attendance numbers calculated, the District gave \$8,507,676 as the tentative number it must cut from in planning its 2011-12 budget. The District also reemphasized the uncertainty of what the State might do in creating the State budget makes contingency language in any contract settlement a must. The District also distributed a revised 2011-12 Budget Planning worksheet for Expenditure Reduction Options.

The rest of the session was spent with both the District and VTA presenting and clarifying new proposals and counterproposals. Those proposals are given below.

The District proposed the following articles.

Concerning health benefits the District proposed:

5.3.1 Effective 2011-12, the District for each school year contribute \$4,000,000 toward the total cost of health (medical, dental, and vision) insurance benefits for currently enrolled unit members. This amount includes the costs for unit members selecting the in-lieu option.

Clarification: The above proposal would represent a permanent reduction of the current \$4,250,000 health cap to \$3,663,400.

Concerning work hours the District proposed:

4.1 Duty Day

4.1.1 The principal or immediate supervisor shall set the schedule of the duty day. The length of the duty day, exclusive of the lunch period, for unit members shall be as follows:

4.1.1.1	Classroom teacher	7.0 hours
4.1.1.2	Counselors	7.5 hours
4.1.1.3	Coordinators	7.5 hours
4.1.1.4	Nurses	7.0 hours
4.1.1.5	Librarians	7.0 hours
4.1.1.6	Program Specialists	7.5 hours
4.1.1.7	Psychologists	8.0 hours

4.1.1.8	Digital Technology Coordinator	7.5 hours
4.1.1.9	Digital Technology Specialist	7.0 hours
4.1.1.10	Speech Therapist	7.0 hours
4.1.1.11	Content Area Specialist	7.0 hours
4.1.1.12	Community Day Specialist	7.5 hours

Concerning salary schedules the District proposed:

3.1 Salary Schedules

Decrease all cells by six (6) percent 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.

Concerning calendar the District proposed:

4.4.1 The District and Association agree to reopen negotiations during the months of each September and October in order to negotiate the following year's work calendar (if the calendar has not already been approved). The goal of this negotiated work would be to reach a tentative agreement on the following year's student/staff calendar and to communicate the tentative agreement to our stakeholders as soon as the Board approves the tentative agreement.

VTA presented the following articles.

Concerning non-pupil work days:

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 one (1) hour 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.

Concerning meeting hours:

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 six (6) 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 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.

Concerning Wednesday instructional minutes:

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.

Concerning elementary class sizes:

The following articles shall be in the 2011-12 contract and replace existing articles 9.2.3 and 9.2.4.

For Articles 9.23, 9.24, and 9.25 (and all sub-articles), class size is defined as either the number of students assigned (by roll sheet) to a teacher or the number of students a teacher is instructing at any one time.

- 9.2.3 After two (2) weeks have elapsed in any trimester, the class size limit for each K-3 class shall be thirty-one (31) 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 4-6 class shall be thirty-three (33) students. This limit shall not be exceeded during the school day.
- 9.2.4.1 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.
- 9.2.5 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.

~~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 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.

Concerning Secondary student contacts:

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 or the number of students a teacher is instructing at any one time.

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 (180) 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 (180) students. (i.e. 80% : 144 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.

Concerning financial contingencies:

The attached contingency chart represents financial contingencies for 2011-12 based upon the BRL (funded Base Revenue Limit) amounts the District could potentially receive.

In addition to the BRL ranges presented on the chart:

1. If the District's unique funded BRL is a value less than \$4761, then the District and Association shall immediately begin to bargain what, if any, additional concessions shall be made.

2. If the District's unique funded BRL is a value greater than \$4942, then the District and Association shall immediately begin to bargain what, if any, restorations to concessions shall be made.

It is agreed by both parties that the unique funded BRL, as used in this agreement, shall be measured within sixty (60) days after adoption of the 2011-12 State budget and as certified by the Solano County Office of Education. Verification of this certified unique BRL shall be provided to both the District and the Association. The articles concerning hiring ratio (9.1.1), Work year (4.3), and the use of Schedule K (chart) are considered opened by the Association with this contingency chart. Use of monies from the VTA health savings carryover funds are also considered eligible for Association use.

Contingency Chart	Funded BRL 4942 to 4917	Funded BRL 4916 to 4891	Funded BRL 4890 to 4865	4851 Funded BRL 4864 to 4839	Funded BRL 4838 to 4813	Funded BRL 4812 to 4787	Funded BRL 4786 to 4761
Reduction percent:	3%	3.5%	4%	4.5%	5%	5.5%	6%
VTA Contribution:	1,224,180	1,428,210	1,632,240	1,836,270	2,040,300	2,244,330	2,448,360
Hiring ratio (K-3) change:	0.5 117,982	0.5 117,982	0.5 117,982	1.0 235,963	1.0 235,963	1.0 235,963	1.0 235,963
Hiring ratio (4-6) change:	0.5 102,252	0.5 102,252	1.0 204,504	1.0 204,504	1.0 204,504	1.0 204,504	1.0 204,504
Hiring ratio (7-8) change:	1.0 161,979	1.4 226,771	1.5 242,969	2.0 323,958	2.0 323,958	2.0 323,958	2.0 323,958
Hiring ratio (9-12) change:	1.4 477,914	1.8 614,461	2.0 682,734	2.0 682,734	2.0 682,734	2.0 682,734	2.0 682,734
Schedule K	0.50 221,980	0.50 221,980	0.50 221,980	0.50 221,980	0.75 332,970	0.75 332,970	1 443,960
Furlough days:	0.50 112,100	0.50 112,100	0.50 112,100	0.50 112,100	1.0 224,200	2.0 448,400	2.25 504,450
Sub total:	-29,974	-32,665	-49,972	-55,031	-35,971	-15,801	-52,791
Health carryover reduction:	29,974	32,665	49,972	55,031	35,971	15,801	52,791
Net:	0	0	0	0	0	0	0

The above was developed with the assistance of our CTA Staff person.

VTA presented the following counterproposals.

Concerning Secondary preparation:

- 4.1.4.3 In the event of special testing days/weeks for CAHSEE and STAR, the number of preparation minutes provided shall not be less than the equivalent preparation minutes in Article 4.1.4 and shall occur during that ten (10) school day timeframe.

Concerning Part Time Employment/Temporary Employment/Job Sharing:

PART TIME EMPLOYMENT/TEMPORARY EMPLOYMENT/JOB SHARING

This Article shall become effective July 1, 2011 for unit members who are current full time employees. The 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 of a Unit Member

Permanent part time employment is the permanent employment of a unit member in a position, or positions, that is less than a full time equivalent.

- 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.
- 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 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 of a Unit Member

Temporary part time employment is the employment of a unit member in a position, or positions, that is less than a full time equivalent while the member is on leave from a portion of their assignment.

- 8.2.1 Unit members wishing to work part time temporarily may request leave from full time status to temporary part time status.
- 8.2.2 Requests for leave to work part time temporarily 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 an employee under a temporary contract.

8.3 Job Sharing by Unit Members

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 submitted to the Chief Human Resources Officer.
 - 8.3.1.2.1 If a proposal is approved, the requesting job share team shall be notified by June 1st.
 - 8.3.1.2.2 If the job share proposal is not approved, the unit member, upon request, shall be granted a meeting with the Chief Human Resources Officer to discuss the reasons for the denial. Following the meeting the unit member may request and shall receive written reasons for the denial.
- 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 Resignation of Job Share members.
 - 8.3.1.6.1 If the temporary unit member resigns from the job share, the permanent unit member must return from leave or find another job share partner that meets the approval of the Chief Human Resources Officer.
 - 8.3.1.6.2 If a permanent unit member resigns from the job share, 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 A probationary unit member in a job sharing assignment who is re-elected to that job sharing assignment after two years of service shall be granted permanent status as a part time unit member. Permanent status will be limited to the percentage of a standard full time assignment worked for two (2) consecutive years. This article does not apply to temporary unit members.
- 8.3.1.10 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 District and Association agreed and signed Tentative Agreement #2 concerning secondary preparation. The T.A. is provided below.

Tentative Agreement #2
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.

- 4.1.4.3 In the event of special testing days/weeks for CAHSEE and STAR, the number of preparation minutes provided shall not be less than the equivalent preparation minutes in Article 4.1.4 and shall occur during that ten (10) school day timeframe.

This concluded the session. The next scheduled session is May 6th.