

JUST THE FACTS...  
The VTA/CTA/NEA 12-13 Bargaining Update  
Issue #5  
April 27, 2011

*VUSD members: Randy Henry, David Robertson, Kari Sousa, Christie Cochran,  
Ed Santopadre*

*VTA members: Brenda Hensley, Kent Puddy, Todd Blanset, Gary Masterson,  
Lynne Grow,  
Kim Campbell, Moira McSweeney*

The meeting began at 8:30am. VTA and VUSD exchanged several proposals:

**VUSD PROPOSALS:**

Article 3: The District proposes an 8% reduction in base contracted salary from all certificated (non management-VTA) compensation for the 2012-2013 school year in order to mitigate the challenges of reducing expenditures, minimize the layoff of certificated employees and preserve educational programs and services.

The above reduction is based on a revenue limit reduction of \$370 per ADA in 2012-13.

In December, the district will evaluate the per-pupil funding amount and will meet with VTA to discuss adjustments of the 8% 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 (ie base revenue limit calculations, transportation funding), 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.

5.3 District Contribution Level

5.3.1 Effective 2005-2006, the District shall for each school year contribute \$4,250,000 toward the total cost of health (medical, dental and vision insurance) benefits for currently enrolled unit members. This amount ~~does not~~ includes the additional District costs for unit members electing cash in lieu of benefits (section 5.3.4) or costs for retiree benefit contributions (section 5.4)

5.3.2 If the amount necessary to continue health (medical, dental and vision insurance) benefits for bargaining unit employees exceeds the \$4,250,000 amount expended by the District, the remaining excessive amount beyond \$4,250,000 will be spread among the unit members. The unit member contribution for health benefit premium shall be provided by the Association to the District no later than July 10<sup>th</sup>. If health benefit premium rates have not been submitted by July 10<sup>th</sup> the prior year allocation method shall remain in effect for the school year. Any out-of-pocket cost for health benefits for eligible unit members shall be paid by payroll deduction. If rebates from insurance companies are provided to the District then the Association will receive their proportional share of such rebates.

5.3.3 Only the Association can file a grievance relating to or challenging the District's implementation of payroll deductions pursuant to this Agreement.

~~5.3.4 The District shall make a cash in lieu payment of \$180 per month (10 month pay) or \$150 per month (12 month pay) for those members not participating in the District CalPers medical plan.~~

5.3.5 The District shall make available participation in a Section 125 Plan to the unit members.

6.2 Types of Leave

6.2.1 Sick Leave

6.2.3.4 Conditions for Taking Such Leaves:

**Extended disability is only for unit members due to their individual illness or accident in accordance with Education Code Sections 44977 and 44978.**

9.1 Hiring Ratio

The following article goes into effect July 1, 2012

9.1.1 The hiring ratios for classroom teachers shall be:

K-3 29:1                      4-6 30:1                      7-8 29:1                      9-12 28.6:1

The following article shall temporarily replace article 9.3.2 and be in the 2012-13 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-seven (187) 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-seven (187) 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.

4.2.1 Non-furloughed, non-instructional time on Wednesdays shall be used for Professional Learning Communities to focus on student achievement. Agendas for this time shall be developed collaboratively between **grade level rep or leader/department representatives** ~~unit members~~ and Administration. Scheduling of this time will be determined by Administration and shall be published in a timely manner.

**4.2.1.1 Agendas will be developed through collaboration between grade level rep or leader/department representatives and the principal. Grade levels will utilize collaboration time to engage in the Cycle of Inquiry/Four Essential PLC Questions to meet the school's academic goals.**

The District and Association agree to ~~establish a~~ **maintain a** committee, comprised of an equal number of Administration and Association representatives, to meet monthly ~~starting in for the 2011-12~~ **2012-13** school year. The committee shall have ongoing discussions regarding Wednesday Collaborative time

Proposed Language

**The following four positions would be increased from 184 days to 195:**

**District Elementary Literacy/Curriculum Coach  
District English Learner Program Specialist  
District Content Area Specialist**

Vacaville Unified School District Proposes to adjust the Middle School fall conference minimum days to the following:

2012-2013 September 24-28 2012

2013-2014 September 23-27, 2013

2014-2015 September 22-26, 2014

## **VTA PROPOSALS:**

### 3.1 Salary Schedules

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 2012-13.

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 four (4) hours for the school year.

4.1.6.2.2 Except for Back-to-School night, 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 four (4) 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 and Open House.

For the 2012-13 school year, there shall be no Open House.

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.~~

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 forty-five (45) 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.

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.

4.3.1 The non-pupil workdays 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.

4.7.1 The following positions are considered by the nature of their duties to have preparation time: Counselors, Librarians, Nurses, Psychologists, Reading Specialists, Speech Therapists, Resource Teachers, Bilingual Specialists, Content Area Specialists, Community Day Specialists, and other certificated support personnel. These unit members will schedule their preparation time within their duty day as needed. Therefore, these unit members are not eligible to substitute for teachers during preparation periods. These unit members shall be allotted the same amount of preparation time as the regular classroom teachers of the students they serve. If a unit member serves multiple grade levels, which have differing amounts of preparation time, he/she shall be allotted the greater of the amount of preparation times.

Each Resource Teacher shall be allotted the following additional hours (in addition to contractual preparation time) within his/her duty day for testing, IEP writing/maintenance, monitoring of students, scheduling of meetings, scheduling of additional student service and other duties deemed necessary by the unit member.

Elementary: Five (5) hours per week

Secondary: Five (5) unassigned periods per week

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

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 Articles 9.2.3, 9.2.4, and 9.2.5 (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 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.

9.2.6 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.

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.~~

9.3.3 ~~After two (2) weeks have elapsed in any semester, secondary school physical education class sizes shall not exceed the following limit:~~

~~9.3.3.1 The average of all physical education classes at the individual school site, plus eight (8) students, but not including 6<sup>th</sup> period physical education classes at the high school in the school site average. In the event that a student is to be transferred from an academic class in order to balance physical education classes, a meeting will be held with the counselor, site administrator and physical education teacher to explore alternatives.~~

For Articles 9.3.2 (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 in any one workday.

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.

VTA Proposal 4/27/12 (Note: the chart is in three pieces to fit into this update.)

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

The tentative agreement contains the following:

Financial contingency language

Contingency chart

Addendum to the contingency chart

The attached contingency chart represents financial contingencies for 2012-13 based upon the BRL (funded Base Revenue Limit) amounts the District could potentially receive.

It is agreed by both parties that the unique funded BRL (as a result of the November 6, 2012 election), as used in this agreement, shall be measured within forty-five (45) days after the November 6, 2012 election and as certified by the California Department of Education. Verification of this certified unique BRL shall be provided to both the District and the Association.

<b>Contingency Chart</b>	<b>Funded BRL 5266 to 5217</b>	<b>Funded BRL 5216 to 5167</b>	<b>Funded BRL 5166 to 5117</b>
<b>Reduction percent:</b>	<b><u>1.5%</u></b>	<b><u>2%</u></b>	<b><u>2.5%</u></b>
<b>VTA Contribution:</b>	610,182	813,576	1,016,970
Hiring ratio (K-3) change:	0.0 0	0.0 0	0.0 0

Hiring ratio (4-6) change:	0.5	102,000	0.7	142,800	1.0	204,000
Hiring ratio (7-8) change:	0.7	114,240	0.9	146,880	1.1	179,520
Hiring ratio (9-12) change:	0.7	257,040	0.9	330,480	1.1	403,920
Schedule K (chart)	0.30	130,956	0.40	174,608	0.5	218,260
Schedule K (DC, LT, & TIC)	0.0	0	0.0	0	0.0	0
Furlough days:	0.00	0	0.00	0	0	0
Health carryover reduction:		5,946		18,808		11,271
<b>Hiring ratio proposal:</b>						
<b>K-3:</b>	29:1		29:1		29:1	
<b>4-6:</b>	29:1 to 29.5:1		29:1 to 29.7:1		29:1 to 30:1	
<b>7,8:</b>	27:1 to 27.7:1		27:1 to 27.9:1		27:1 to 28.1:1	
<b>9-12:</b>	26.6:1 to 27.3:1		26.6:1 to 27.5:1		26.6:1 to 27.7:1	
<b>Schedule K (chart):</b>	30% reduction		40% reduction		50% reduction	
<b>Schedule K (DC, LT, &amp; TIC)</b>						
<b>Furlough time:</b>						

<b>Funded BRL 5116 to 5067</b>	<b>Funded BRL 5066 to 5017</b>	<b>Funded BRL 5016 to 4967</b>	<b>Funded BRL 4966 to 4917</b>
<b><u>3%</u></b>	<b><u>3.5%</u></b>	<b><u>4%</u></b>	<b><u>4.5%</u></b>

	1,220,36 4	1,423,75 8	1,627,15 2	1,830,54 6	
0.0	0	0.0	0	0.0	0
1.0	204,000	1.0	204,000	1.0	204,000
1.5	244,800	1.8	293,760	2.0	326,400
1.5	550,800	1.8	660,960	2.0	734,400
0.5	218,260	0.5	218,260	0.6	261,911
0.0	0	0.5	46,756	0.6	56,107
0.00	0	0.00	0	0.12	25,791
	2,505	22	18,543	24,217	
29:1	29:1	29:1	29:1	29:1	
29:1 to	29:1 to	29:1 to	29:1 to	29:1 to	
30:1	30:1	30:1	30:1	30:1	
27:1 to	27:1 to	27:1 to	27:1 to	27:1 to	
28.5:1	28.8:1	29:1	29:1	29:1	
26.6:1 to	26.6:1 to	26.6:1 to	26.6:1 to	26.6:1 to	
28.1:1	28.4:1	28.6:1	28.6:1	28.6:1	
50% reduction	50% reduction	60% reduction	60% reduction	60% reduction	
-	-	60% reduction	60% reduction	60% reduction	
		<u>.11539 wk.</u>	<u>1 instr.</u>		
		1 Wed. (45min)	May 10		

Funded BRL 4916 to 4867		Funded BRL 4866 to 4817		Funded BRL 4816 to 4767	
<u>5%</u>		<u>5.5%</u>		<u>6%</u>	
2,033,940		2,237,334		2,440,728	
0.0	0	0.0	0	0.0	0
1.0	204,000	1.0	204,000	1.0	204,000
2.0	326,400	2.0	326,400	2.0	326,400
2.0	734,400	2.0	734,400	2.0	734,400
0.6	261,911	0.6	261,911	0.6	261,911
0.6	56,107	0.6	56,107	0.6	56,107
2.00	447,020	2.81	627,547	3.81	851,057
4,101		26,969		6,853	
29:1		29:1		29:1	
29:1 to 30:1		29:1 to 30:1		29:1 to 30:1	
27:1 to 29:1		27:1 to 29:1		27:1 to 29:1	
26.6:1 to		26.6:1 to		26.6:1 to	
28.6:1		28.6:1		28.6:1	
60% reduction		60% reduction		60% reduction	
60% reduction		60% reduction		60% reduction	
<u>2 instr.</u>		<u>2 instr., .80769</u>		<u>3 instr., .80769</u>	
May 10		May 10		May 10	
May 13		May 13		May 13	
		7 Wed. (45			
		min.		May 24	
		each)		7 Wed. (45	
				min.	
				each)	

The following is an addendum to the contingency chart identifying the dates of the Wednesdays to be used as the 45-minute furlough/early release days for members.

Addendum to the Contingency Chart

4%

1 Wednesday: May 29, 2013

5.5% and 6%

7 Wednesdays: April 17, 2013  
April 24, 2013  
May 1, 2013  
May 8, 2013  
May 15, 2013  
May 22, 2013  
May 29, 2013

Future bargaining dates: Thursday May 3, 12:30-3:30 pm  
Friday May 11, 8:30am – 1pm

The session ended at 12:30pm.