



JUST THE FACTS...

The VTA/CTA/NEA 12-13 Bargaining Update

Issue #6

May 3, 2012

*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*

The meeting began at 12:30pm.

The teams informally discussed reaction to proposals from April 27, 2012. The teams also discussed commonalities in VTA's chart.

VTA proposed the following package settlement which expires at 10am, May 11, 2012 (during the next bargaining session):

The following Vacaville Teachers Association package is for settlement of the 2012-2013 contract between the Vacaville Teachers Association and the Vacaville Unified School District. This package contains the following items:

1. Financial Contingency Language
2. Contingency Chart
3. Addendum to the Contingency Chart
4. Contract Language Changes

If not accepted, this package expires on May 11, 2012 at 10:100am and the VTA proposals for settlement of the 2012-13 contract shall revert back to all contract language proposals and financial contingency language/chart presented by VTA prior to May 3, 2012.

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

<b>Contingency Chart</b>	<b>Funded BRL 5361 to 5307</b>	<b>Funded BRL 5306 to 5252</b>	<b>Funded BRL 5251 to 5197</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:	0.6	122,400	1.0	204,000	1.0	204,000
Hiring ratio (7-8) change:	0.6	97,920	0.8	130,560	1.2	195,840
Hiring ratio (9-12) change:	0.6	220,320	0.8	293,760	1.2	440,640
Schedule K (chart)	0.35	152,782	0.35	152,782	0.35	152,782
Schedule K (DC, LT, & TIC)	0.0	0	0.0	0	0.0	0
Furlough days:	0.00	0	0.0	0	0	0
Health carryover reduction:	16,760		32,474		23,708	
<b>Hiring ratio proposal:</b>						
<b>K-3:</b>	29:1		29:1		29:1	
<b>4-6:</b>	29:1 to 29.6:1		29:1 to 30:1		29:1 to 30:1	
<b>7,8:</b>	27:1 to 27.6:1		27:1 to 27.8:1		27:1 to 28.2:1	
<b>9-12:</b>	26.6:1 to 27.2:1		26.6:1 to 27.4:1		26.6:1 to 27.8:1	
<b>Schedule K (chart):</b>	35% reduction		35% reduction		35% reduction	
<b>Schedule K (DC, LT, &amp; TIC)</b>						
<b>Furlough time:</b>	-					

<b>Funded BRL 5196 to 5142</b>	<b>Funded BRL 5141 to 5087</b>	<b>Funded BRL 5086 to 5032</b>	<b>Funded BRL 5031 to 4977</b>
<b><u>3%</u></b>	<b><u>3.5%</u></b>	<b><u>4%</u></b>	<b><u>4.5%</u></b>
-	-	-	-

1,220,364		1,423,758		1,627,152		1,830,546	
0.0	0	0.0	0	0.0	0	0.0	0
1.0	204,000	1.0	204,000	1.0	204,000	1.0	204,000
1.6	261,120	2.0	326,400	2.0	326,400	2.0	326,400
1.6	587,520	2.0	734,400	2.0	734,400	2.0	734,400
0.35	152,782	0.35	152,782	0.5	218,260	0.5	218,260
0.0	0	0.0	0	0.5	46,756	0.5	46,756
0.00	0	0.00	0	0.35	77,368	1.23	275,089
14,942		6,176		19,968		25,641	
29:1		29:1		29:1		29:1	
29:1 to 30:1		29:1 to 30:1		29:1 to 30:1		29:1 to 30:1	
27:1 to 28.6:1		27:1 to 29:1		27:1 to 29:1		27:1 to 29:1	
26.6:1 to 28.2:1		26.6:1 to 28.6:1		26.6:1 to 28.6:1		26.6:1 to 28.6:1	
35% reduction		35% reduction		50% reduction		50% reduction	
				50% reduction		50% reduction	
-		-		<u>.336154 wk</u>		<u>1 instr./23077 wk</u>	
				3 Wed. (45 min.		May 10	
				each)		2 Wed. (45 min.	
						each)	

<b>Funded BRL 4976 to 4922</b>	<b>Funded BRL 4921 to 4867</b>	<b>Funded BRL 4866 to 4812</b>	<b>Funded BRL 4811 or less</b>
<b><u>5%</u></b>	<b><u>5.5%</u></b>	<b><u>6%</u></b>	<b><u>6.5%</u></b>
2,033,940	2,237,334	2,440,728	2,644,122

0.0	0	0.0	0	0.0	0	0.0	0
1.0	204,000	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	326,400
2.0	734,400	2.0	734,400	2.0	734,400	2.0	734,400
0.5	218,260	0.5	218,260	0.5	218,260	0.5	218,260
0.5	46,756	0.5	46,756	0.5	46,756	0.5	46,756
2.23	498,599	3.12	696,321	4.00	894,040	4.92	1,100,358
	<u>5,525</u>		<u>11,198</u>		<u>16,872</u>		<u>13,949</u>
29:1 29:1 to 30:1 27:1 to 29:1 26.6:1 to 28.6:1  50% reduction 50% reduction  <u>2 instr./23077 wk</u> May 10 May 13 2 Wed. (45 min. each)	29:1 29:1 to 30:1 27:1 to 29:1 26.6:1 to 28.6:1  50% reduction 50% reduction  <u>3 instr./11539 wk</u> May 10 May 13 May 24 1 Wed. (45 min.)	29:1 29:1 to 30:1 27:1 to 29:1 26.6:1 to 28.6:1  50% reduction 50% reduction  <u>4 instr.</u> May 10 May 13 May 24 May 17	29:1 29:1 to 30:1 27:1 to 29:1 26.6:1 to 28.6:1  50% reduction 50% reduction  <u>4 instr./92308 wk</u> May 10 May 13 May 24 May 17 8 Wed. (45 min. each)				

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.

Such financial contingencies would be in effect from July 1, 2012 to June 30, 2013. The financial contingencies would sunset on June 30, 2013.

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%

3 Wednesdays: May 15, 2013  
May 22, 2013  
May 29, 2013

##### 4.5% and 5%

2 Wednesdays: May 22, 2013  
May 29, 2013

5.5%

1 Wednesday: May 29, 2013

6.5%:

8 Wednesdays: April 10, 2013  
April 17, 2013  
April 24, 2013  
May 1, 2013  
May 8, 2013  
May 15, 2013  
May 22, 2013  
May 29, 2013

### 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.

- 3.2.4 Psychologists, Counselors, Coordinators, Nurses, Librarians, Program Specialists, Digital Technology Specialists, Speech Therapist and Content Area Specialists may, upon verification of extra hours worked beyond the contracted workday, qualify for compensatory time off from their respective duties if:
- 3.2.4.1 the unit member obtains, when possible, prior approval of his or her supervisor to work the extra hours, or
  - 3.2.4.2 The unit member is required by his or her supervisor to work extra hours and the extra hours worked are devoted to completing one's regular daily duties, as opposed to

adjunct duties and other required meetings as per the contract between the District and the Vacaville Teachers' Association.

- 3.2.4.3 Compensatory time shall be earned at the rate of one hour for each extra hour worked. Compensatory time accrued shall not be utilized in blocks of time greater than two (2) workdays. Compensatory time off shall be scheduled at a time mutually acceptable to the unit member and his/her supervisor. Compensatory time off shall be taken prior to the end of the school year during which it was earned.

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.

4.7.1.1 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.

4.7.1.1.1 Elementary: Five (5) hours per week

4.7.1.1.2 Secondary: Five (5) unassigned periods per week

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

6.3.5 Unit members on leave must notify the Personnel Office by February 15<sup>th</sup> of the leave year of their intent to return. If the employee fails to notify the Personnel Office by February 15<sup>th</sup> of their intent to return, the employee will be considered to have abandoned their position and the position will be deemed vacant.

6.3.5.1 The Personnel Office will notify the employee of this condition when the leave is granted.

6.3.5.2 The Personnel Office will also notify the employee of this condition by January 15, via registered mail.

6.3.5.3 Access to benefits for an employee who abandons a position will be the same as if the employee resigned on February 15.

7.4.2.1.4.2 If there are no volunteers, then the unit member, with the least seniority from each grade level/subject area component(s) being eliminated, shall be displaced and begin the placement process at Article 7.4.2.4.1.

7.4.2.1.5 If a secondary unit member is in multiple departments and/or at multiple sites, he/she shall have seniority rights in each department he/she teaches and if applicable at each site he/she teaches.

7.4.2.1.5.1 If sections are being eliminated in one (1) or more departments that a unit member is in, and no sections are being established in the department a unit member is in, then that unit member shall begin the placement process at Article 7.4.2.2.

7.4.2.1.5.2 If sections are being eliminated in one (1) or more departments that a unit member is in, and at least one (1) section is being established in a department a unit member is in, then the unit member shall fill the established section(s).

7.4.2.1.5.2.1 If there are less sections being established than eliminated, then the unit member shall fill the established section(s), and then the unit member shall begin the placement process at Article 7.4.2.2 for the remaining section(s).

7.4.2.4 If there are no volunteers, the unit member at that grade level/subject area at that site with the least District seniority shall be displaced. The displaced unit member may then choose to:

7.4.2.4.2 For elementary: bump the least senior unit member at the site to the involuntary transfer pool. For secondary: bump the least senior unit member (for which the bumping unit member is credentialed) at the site to the involuntary transfer pool.

7.4.6 A job list containing all available district positions, their site location, teaching assignments and credential/highly qualified status needed, as of the position selection meeting date, shall be available at the time of that meeting.

7.4.12 Unit members who are involuntarily transferred/reassigned to a different site during the work year shall be allowed three (3) days of paid release time for preparation prior to the effective date of the involuntary transfer/reassignment. The District shall provide assistance in moving a unit member's material whenever a unit member is involuntarily transferred/reassigned to a different site.

7.4.13 Unit members who are involuntarily transferred/reassigned to a different site for the next school year shall be paid three hundred dollars (\$300) as compensation for their work prior to the beginning of their school year to unpack and prepare their new classroom. The District shall provide assistance in moving a unit member's material whenever a unit member is involuntarily transferred/reassigned to a different site

7.4.14 The District shall provide assistance in moving a unit member's material(s) whenever a unit member is involuntary transferred/reassigned or moved on a campus.

7.7.3.1 A closing date which is at least ~~ten (10)~~ five (5) working days following the posting date.

~~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.

#### 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 balance 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 provided other accommodations/considerations (i.e. fewer non special needs students enrolled in the class, full access to an instructional aide or co-teacher during the class, etc.), 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 balance 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 provided other accommodations/considerations (i.e. fewer non special needs students enrolled in the class, full access to an instructional aide or co-teacher during the class, etc.), 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 teams set future bargaining dates:

May 11, 2012 8:30am-1pm

May 18, 2012 8:30am-1pm

The meeting adjourned at 3:30pm.