



JUST THE FACTS...



The VTA/CTA/NEA 13-14 Bargaining Update Issue #10 October 9, 2013

The VTA and VUSD teams met on October 9, 2013.

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

VUSD: Randy Henry, Ed Santopadre, Janet Dietrich, & Kari Sousa

The District made a package proposal:

Salary: 2.25% on going salary increased for all VTA certificated salary schedules (A-L), effective July 1, 2013.

3.13 Any article in contract referring to the members option of receiving compensation time (i.e. Article 3.81, 4.2.2.1.3, etc) for their work in addition to their contract salary, the member shall the following option of:

3.13.1.1 using the compensation (with supervisor approval) during the school year in which it was earned, or

3.13.1.2 receiving payment (hours paid out at schedule K teaching duty rate) for the unused hours in an August pay warrant (or final pay warrant of District service, if applicable)

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 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 **or the unit member shall receive monetary compensation for the unused time at the hourly rate of pay.**

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. These meetings shall be adjacent to the duty day, must and may not exceed 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 on 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.

Non-instructional time on Wednesdays shall be used for Professional Learning Communities to focus on student achievement. Agendas for the PLC meetings shall be developed collaboratively between grade level reps or leaders/department chairpersons and Administration. Scheduling of all Wednesday time will be determined by Administration and shall be published in a timely manner.

The District and Association agree to maintain the current Wednesday Collaboration Committee and previously established parameters and documents. The committee shall be comprised of an equal number of Administration and Association representatives. The purpose of the committee is to have ongoing discussions regarding the use of Wednesday Collaborative time.

4.4.1 The grade reporting window for any report card and/or progress report shall not close prior to the first Thursday after any one-week or two-week break.

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 at least 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 at least the greater of the amount of preparation times.**

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

4.7.1.1.1 Elementary: Six and a half (6.5) hours per week

4.7.1.1.2 Secondary: Five (5) unassigned periods per week

6.2.2 Personal Option Leave

- 6.2.2.1 **Unit members may use up to three (3) days per year of Personal Leave accumulated under Article 6.1 as Personal Option Leave. Unit members who have exhausted his/her balance of Personal Leave granted under article 6.1 are not eligible for Personal Option Leave. Personal Option Leave days may not be accumulated and/or carried over from year to year.**
- 6.2.2.2 **Personal Option Leave may be used for personal necessities including family related matters that occur during the workday or professional growth to attend conferences, travel/study programs, or other professional activities. Personal option leave may not be used for other employment, withholding of services or activities normally considered to be related to recreation or vacation.**
- 6.2.2.3 **A fourth and fifth day of Personal Option Leave may be taken annually from accumulated Personal Leave when the fourth and fifth days are utilized for the purpose of participation in professional development activities that are directly connected to the unit members credential(s) and graduate degrees or future credential(s) or graduate degrees. A unit member must provide notice to, but not have to get approval from, his/her administrator of the use of Personal Option Leave for professional development activities.**

6.2.8 Emergency Leave

A maximum of three (3) days of emergency leave with pay may be granted each year after all available leaves have been exhausted. Requests for such leave shall be made through the principal. **The final decision to grant emergency leave rests with the District Human Resources Administrator.** Leave granted under this provision is not cumulative from year to year.

- 9.4.1 **Reasonable effort will be made by administration to balance the workload of teachers in regards to the placement of special needs students in non-special education classes.**
- 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.**

14.9 **Notification of High-Risk Students**

The District shall inform all unit members assigned a student who has engaged in, or is reasonably suspected to have engaged in, any of the acts described in any of the subdivisions of Section 48900 (except subdivision (h)), Section 48900.2 (sexual harassment), Section 48900.3 (act of hate violence), Section 48900.4 (harassment/threats/intimidation), and Section 48900.7 (terror threats) on a weekly basis.

19.18 **Joint PAR Revision Committee**

The District and VTA agree to participate in a joint committee to meet and discuss PAR issues. VTA may appoint up to three (3) members to participate on this committee. The District may appoint up to three (3) members to participate on this committee. Any recommendations of the committee will be referred back to the bargaining teams. The committee will make no change in the collective bargaining agreement.

VTA did not accept this package for settlement.

VTA proposed a tentative agreement on various articles that the District and VTA seemed to agree upon and that kept appearing in package proposals from both. The

District verbally agreed to most of them, but refused to sign a tentative agreement on any articles separate from other proposals.

VTA proposed the following package for settlement:

Salary Schedule

Increase all cells by two and three-quarters percent (2.75%) applied across the board to all salary schedules including all components of Schedule K retroactive to July 1, 2013. After the cell increases have been applied, all unit members shall receive a one-time one and one-quarter percent (1.25%) salary payment retroactive to July 1, 2013, paid on the December 2013 pay warrant.

3.13 Any article in the contract referring to the member option of receiving compensation time (i.e., Article 3.8.1, 4.2.2.1.3, etc.) for work in addition to their contracted salary, the member shall have the following option of:

3.13.1 using the compensation during the school year in which it was earned.

3.13.1.1 Each five (5) hours of accumulated comp time may be used for a "comp day(s)", with pay. In order to request a comp day, the unit member must provide advance notice to their site administrator. The site administrator shall promptly review such requests and inform the unit member whether comp day(s) can be scheduled as requested by the unit member. If the day(s) cannot be scheduled as requested, the site administrator and the unit member will meet to discuss the reasons why the day(s) were not approved and to identify alternate date(s).

3.13.2 receiving payment (hours paid out at schedule K extra duty teaching rate) for unused time in the August pay warrant (or final pay warrant of District service, if applicable).

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 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 **or the unit member shall receive monetary compensation for the unused time at the hourly rate of pay.**

4.2.1 **The District may schedule up to two (2) hours per month (for a maximum of eighteen (18) hours per year) per school year in addition to the regular work time.**

These meetings shall be adjacent to the duty day and must not exceed one (1) hour outside of the duty day. Unit members at each site shall vote whether these meetings shall be moved from after the duty day to before the duty day. The voting process shall be conducted by a VTA representative. Eighty percent (80%) of all VTA members must agree to move the above meetings for that year prior to the beginning of school. Meetings starting before the end of the duty day shall not continue beyond one (1) hour past the duty day. This time may be used for:

4.2.1.1 Faculty meetings.

4.2.1.1.1 Final agendas shall be communicated to staff at least forty-eight (48) hours in advance of the meetings.

4.2.1.2 Professional growth/in-service training activities.

4.2.1.2.1 Site-determined professional growth/in-service training activities shall be cooperatively developed by the site administration and the site leadership team.

Non-instructional time on Wednesdays shall be used for Professional Learning Communities to focus on student achievement. Agendas for the PLC meetings shall be developed collaboratively between grade level reps or leaders/department chairpersons and Administration. Scheduling of all Wednesday time will be determined by Administration and shall be published in a timely manner.

The District and Association agree to maintain the current Wednesday Collaboration Committee and previously established parameters and documents. The committee shall be comprised of an equal number of Administration and Association representatives. The purpose of the committee is to have ongoing discussions regarding the use of Wednesday Collaborative time.

4.2.6 Meetings, parent conferences, and preparation of report cards and/or progress reports shall not exceed four (4) hours per month beyond the duty day.

4.4.1 The grade reporting window for any report card and/or progress shall not close prior to the first Thursday after any one-week or two-week break.

4.7.1 The following positions are considered by the nature of their duties to have preparation time:

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4.7.1.1 Each full-time (1.0 FTE) 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 and/or meetings, monitoring of students, scheduling of meetings, scheduling of additional student services and other duties deemed necessary by the unit member. A Resource Teacher with an assignment of more/less than one hundred percent (100%) shall have a proportional amount of additional hours (i.e., 80% FTE (elementary) would have 5.2 hours per week).

4.7.1.1.1 Elementary: Six and a half (6.5) hours per week

4.7.1.1.2 Secondary: Five (5) unassigned periods per week

6.2.2 Personal Option Leave

- 6.2.2.1 **Unit members may use up to three (3) days per year of Personal Leave accumulated under Article 6.1 as Personal Option Leave. Unit members who have exhausted his/her balance of Personal Leave granted under article 6.1 are not eligible for Personal Option Leave. Personal Option Leave days may not be accumulated and/or carried over from year to year.**
- 6.2.2.2 **Personal Option Leave may be used for personal necessities including family related matters that occur during the workday or professional growth to attend conferences, travel/study programs, or other professional activities. Personal option leave may not be used for other employment, withholding of services or activities normally considered to be related to recreation or vacation.**
- 6.2.2.3 **A fourth and fifth day of Personal Option Leave may be taken annually from accumulated Personal Leave when the fourth and fifth days are utilized for the purpose of participation in professional development activities that are directly related to the unit member's current or future assignment(s), credential(s) and/or degree(s). A unit member must provide notice to, but not have to get approval from, his/her administrator of the use of Personal Option Leave for professional development activities.**

6.2.8 Emergency Leave

A maximum of three (3) days of emergency leave with pay may be granted each year after all available leaves have been exhausted. Requests for such leave shall be made through the Principal. **The final decision to grant emergency leave rests with the District Human Resources Administrator.** Leave granted under this provision is not cumulative from year to year.

For Articles 9.23, 9.2.4, 9.2.5, 9.2.6 and 9.2.7 (and all sub-articles), class size is defined as the number of students assigned (by roll sheet) to a teacher.

- 9.2.3 **After two (2) weeks have elapsed in any trimester, the class size limit for each K-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.**
- 9.2.4 **After two (2) weeks have elapsed in any trimester, the class size limit for each K-6 combination class shall be twenty-nine (29) 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.**
- 9.2.5 **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.**

For Articles 9.3.2 (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 seventy-seven (177) 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 seventy-seven (177) students. (i.e. 80% : 142 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 forty (240) 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 forty (240) students. (i.e. 80% : 192 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.

9.4.1 Reasonable effort will be made by administration to balance the workload of teachers in regards to the placement of special needs students in non-special education classes. Combination class workload shall be one (1) of the factors in determining the placement of special needs students.

9.4.2 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.

9.4.3 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.

14.9 Notification of High-Risk Students

The District shall inform all unit members assigned a student who has engaged in, or is reasonably suspected to have engaged in, any of the acts described in any of the subdivisions of Section 48900 (except subdivision (h)), Section 48900.2 (sexual harassment), Section 48900.3 (act of hate violence), Section 48900.4 (harassment/threats/intimidation), and Section 48900.7 (terror threats) on a weekly basis.

19.18 Joint PAR Revision Committee

The District and VTA agree to participate in a joint committee to meet and discuss PAR issues. VTA may appoint up to three (3) members to participate on this committee. The District may appoint up to three (3) members to participate on this committee. Any recommendations of the committee will be referred back to the bargaining teams. The committee will make no change in the collective bargaining agreement.

The District did not accept the package.

The District made a package proposal for settlement:

Salary: 2.25% on going salary increased for all VTA certificated salary schedules (A-L), effective July 1, 2013.

During the 2013-14 fiscal year, all unit members will have the opportunity to work an additional two (2) contracted professional development days and be paid their per diem rate. Unit members will have the option to select professional development from a list provided by the district of multiple opportunities.

3.13 Any article in the contract referring to the member option of receiving compensation time (i.e., Article 3.8.1, 4.2.2.1.3, etc.) for work in addition to their contracted salary, the member shall have the following option of:

3.13.1 using the compensation during the school year in which it was earned.

3.13.1.1 In order to request a comp day, the unit member must provide advance notice to their site administrator. The site administrator shall promptly review such requests and inform the unit member whether comp day(s) can be scheduled as requested by the unit member. If the day(s) cannot be scheduled as requested, the site administrator and the unit member will meet to discuss the reasons why the day(s) were not approved and to identify alternate date(s).

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4.2.1 The District may schedule up to twenty four (24) hours of meetings per school year, not to exceed six (6) hours per month, in addition to the regular work time. These meetings shall be adjacent to the duty day.

Meeting time outside the duty day may be used for:

4.2.1.1.1 Faculty meetings. Agendas shall be communicated to staff at least forty-eight (48) hours in advance of the meetings.

4.2.1.1.2 Professional growth/in-service training activities.

4.2.1.1.3 Department/Grade level meetings/Collaborative/planning time

4.2.1.1.4 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.

Meeting time within the duty day

4.2.1.2.1 Non-instructional time on Wednesdays shall be used for Professional Learning Communities to focus on student achievement. Agendas for the PLC meetings shall be developed collaboratively between grade level reps or leaders/department chairpersons and Administration. Scheduling of all Wednesday time will be determined by Administration and shall be published in a timely manner.

4.2.1.2.2 The District and Association agree to maintain the current Wednesday Collaboration Committee and previously established parameters and documents. The committee shall be comprised of an equal number of Administration and Association representatives. The purpose of the committee is to have ongoing discussions regarding the use of Wednesday Collaborative time.

4.4.1 The grade reporting window for any report card and/or progress shall not close prior to the first Thursday after any one-week or two-week break.

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4.7.1.1 Each full-time (1.0 FTE) 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 and/or meetings, monitoring of students, scheduling of meetings, scheduling of additional student services and other duties deemed necessary by the unit member. A Resource Teacher with an assignment of more/less than one hundred percent (100%) shall have a proportional amount of additional hours (i.e., 80% FTE (elementary) would have 5.2 hours per week).

4.7.1.1.1 Elementary: Six and a half (6.5) hours per week

4.7.1.1.2 Secondary: Five (5) unassigned periods per week

6.2.2 Personal Option Leave

6.2.2.1 Unit members may use up to three (3) days per year of Personal Leave accumulated under Article 6.1 as Personal Option Leave. Unit

members who have exhausted his/her balance of Personal Leave granted under article 6.1 are not eligible for Personal Option Leave. Personal Option Leave days may not be accumulated and/or carried over from year to year.

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6.2.2.3 A fourth and fifth day of Personal Option Leave may be taken annually from accumulated Personal Leave when the fourth and fifth days are utilized for the purpose of participation in professional development activities that are directly related to the unit member's current or future assignment(s), credential(s) and/or degree(s). A unit member must provide notice to, but not have to get approval from, his/her administrator of the use of Personal Option Leave for professional development activities.

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For Articles 9.3.2 (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 seventy-seven (177) 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 seventy-seven (177) students. (i.e. 80% : 142 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.

9.4.1 Reasonable effort will be made by administration to balance the workload of teachers in regards to the placement of special needs students in non-special education classes. Combination class workload shall be one (1) of the factors in determining the placement of special needs students.

9.4.2 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.

9.4.3 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.

14.9 Notification of High-Risk Students

The District shall inform all unit members assigned a student who has engaged in, or is reasonably suspected to have engaged in, any of the acts described in any of the subdivisions of Section 48900 (except subdivision (h)), Section 48900.2 (sexual harassment), Section 48900.3 (act of hate violence), Section 48900.4 (harassment/threats/intimidation), and Section 48900.7 (terror threats) on a weekly basis.

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The District's last package proposal expires next Tuesday. VTA has not responded to this proposal yet.

The next bargaining date was set for October 18, 2013.