

**Final Tentative Agreement**  
Between the  
Vacaville Teachers Association  
And the  
Vacaville Unified School District

**2011-12 Collective Bargaining Agreement**  
**Final Tentative Agreement**

The bargaining teams for the Vacaville Teachers Association and the Vacaville Unified School District hereby enter into this Tentative Agreement to resolve all issues which were opened, or which could have been opened for the negotiations for the 2011-12 school year. Both bargaining teams agree fully, and actively support ratification of this tentative agreement by the members of the Vacaville Teachers Association and by the Governing Board of the Vacaville Unified School District. This is a tentative agreement and will not become final (unless specified by a Memorandum of Understanding) and binding until ratification by the Vacaville Teachers Association and the Governing Board.

The above parties agree that the collective bargaining agreement be from July 1, 2011 through June 30, 2012.

The VUSD and the VTA agree:

All contract language changes are attached within.

All prior tentative agreements/settlements arising from these negotiations shall be implemented and placed into the contract. (Tentative agreements #1 through #10)

All prior memoranda of understanding are hereby implemented and will become part of the contract language upon ratification.

All contract language not identified in this final agreement or prior tentative agreements, or MOU's/agreements shall remain status quo, with no change in current contract language.

**FOR THE DISTRICT:**

**FOR THE ASSOCIATION:**

\_\_\_\_\_  
**Randy Henry**  
Chief Human Resources Officer

\_\_\_\_\_  
**Kent Puddy**  
VTA Bargaining Chair

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**Date**

**Tentative Agreement #1  
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.

- 4.4 The 2011-2012 school year calendars listing all instructional days, non-instructional days, student minimum days, holidays and vacations are included as Appendix B.
- 4.4.1 The grade reporting window for the semester at each Secondary school shall not close prior to the 2<sup>nd</sup> Tuesday after the December/January winter break.

Attachments: 2011-12 High School Calendar  
2011-12 Middle School Calendar  
2011-12 Elementary Calendar

See attachments at the end of this document.

**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.

**Tentative Agreement #3  
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.

- 4.2.6 During a Parent Conference month, meetings, conferences, and preparation of report cards shall not exceed four (4) additional hours beyond the duty day.

The above article shall sunset June 30, 2012. Previous contract language below shall be in effect on July 1, 2012.

- 4.2.6 During a Parent Conference month, meetings and conferences shall not exceed seven (7) additional hours beyond the duty day.

**Tentative Agreement #4  
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.

- 4.1.8 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.

**Tentative Agreement #5  
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.

- 4.3.1 The non-pupil work days 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.

The above article shall sunset June 30, 2012.

**Tentative Agreement #6  
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.

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 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-two (182) 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-two (182) 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.

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.

***Tentative Agreement #7  
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.

The following articles shall be in the 2011-12 contract and replace existing article 9.2.3. The current contract article 9.2.4 shall become 9.2.5.

For Articles 9.23 and 9.24 (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 shall be thirty-four (34) 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 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.

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.

**Tentative Agreement #8  
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.

The following article shall be part of the 2011-12 contract.

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

The above article shall sunset June 30, 2012.

The following article shall temporarily replace all existing language in article 4.1.6.2 and be part of the 2011-12 contract.

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.

For 2011-12, there shall be no Open House.

If March 16, 2012 is not used as a minimum furlough day (due to the funded BRL), then it shall be a regular instructional day for elementary.

The above article shall sunset June 30, 2012. Previous contract language below shall be in effect on July 1, 2012.

4.1.6.2 The schedule of adjunct duties shall be publicized in a timely manner. Except for Back-to-School and Open House, teachers shall not be required to participate in more than three (3) adjunct duties beyond the duty day.

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) hour on five (5) days per school year 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. It is agreed that these meetings shall not be scheduled on any furloughed Wednesday. This time may be used for:

4.2.1.1 Faculty meetings.

4.2.1.2 Professional growth/in-service training activities.

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 unit members and Administration. Scheduling of this time will be determined by Administration and shall be published in a timely manner.

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

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.

***Tentative Agreement #9  
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.

The tentative agreement contains the following:

1. Financial contingency language
2. Contingency chart
3. Addendum to the contingency chart

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 \$4677, 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 \$5226, 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.

It is agreed that if the funded BRL is less than \$4677 or greater than \$5226, then only Article 3 - Wages, Article 4- Hours, and Article 5-Health Benefits may be reopened, unless mutually agreed.

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.

4.5% through 7.5% Columns

- March 14
- March 28
- April 4
- April 18
- April 25
- May 2
- May 9
- May 16
- May 23
- May 30

Contingency Chart	Funded BRL 5226 to 5177		Funded BRL 5176 to 5127		Funded BRL 5126 to 5077		Funded BRL 5076 to 5027		Funded BRL 5026 to 4977		Funded BRL 4976 to 4927	
	2.5%		3%		3.5%		4%		4.5%		5%	
<b>VTA Contribution:</b>	1,020,150		1,224,180		1,428,210		1,632,240		1,836,270		2,040,300	
Hiring ratio (K-3) change:	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0
Hiring ratio (4-6) change:	1.0	204,504	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:	1.1	178,177	1.1	178,177	1.1	178,177	1.1	178,177	1.1	178,177	1.1	178,177
Hiring ratio (9-12) change:	1.1	375,504	1.1	375,504	1.1	375,504	1.1	375,504	1.1	375,504	1.1	375,504
Schedule K (chart)	0.5	221,980	0.5	221,980	0.6	266,376	0.6	266,376	0.6	266,376	0.6	266,376
Schedule K (DC & TIC)	0.0	0	0.0	0	0.6	50,400	0.6	50,400	0.6	50,400	0.6	50,400
Furlough days:	0	0	1.00	224,200	1.38	310,293	2.31	517,384	3.38	758,832	4.00	896,800
Health carryover reduction:	39,985		19,815		42,957		39,895		2,478		68,539	
<b>Hiring ratio proposal:</b>												
<b>K-3:</b>	29:1		29:1		29:1		29:1		29:1		29:1	
<b>4-6:</b>	29:1 to 30:1		29:1 to 30:1		29:1 to 30:1		29:1 to 30:1		29:1 to 30:1		29:1 to 30:1	
<b>7,8:</b>	27:1 to 28.1:1		27:1 to 28.1:1		27:1 to 28.1:1		27:1 to 28.1:1		27:1 to 28.1:1		27:1 to 28.1:1	
<b>9-12:</b>	26.6:1 to 27.7:1		26.6:1 to 27.7:1		26.6:1 to 27.7:1		26.6:1 to 27.7:1		26.6:1 to 27.7:1		26.6:1 to 27.7:1	
<b>Schedule K (chart):</b>	50% reduction		50% reduction		60% reduction		60% reduction		60% reduction		60% reduction	
<b>Schedule K (DC &amp; TIC)</b>												
<b>Furlough days:</b>												
			1 inst. May 18		1 inst./384 wkdy. May 18 June 8 (-2.5 hr.)		2 inst/3077 wkdy. May 18 May 21 June 8 (-2 hr.)		2 inst/1.38 wkdy. May 18 May 21 10 Wed.@45 m. June 8 (-1.5 hrs.)		2 inst/2 wkdy May 18 May 21 10 Wed.@45 m. March 16 (-2 hr.) June 8 (-3.5 hr.)	

<b>Contingency Chart</b>	<b>Funded BRL 4926 to 4877</b>	<b>Funded BRL 4876 to 4827</b>	<b>Funded BRL 4826 to 4777</b>	<b>Funded BRL 4776 to 4727</b>	<b>Funded BRL 4726 to 4677</b>
<b>Reduction percent:</b>	<b>5.5%</b>	<b>6%</b>	<b>6.5%</b>	<b>7%</b>	<b>7.5%</b>
<b>VTA Contribution:</b>	2,244,330	2,448,360	2,652,390	2,856,420	3,060,450
Hiring ratio (K-3) change:	0.0 0	0.0 0	0 0	0 0	0 0
Hiring ratio (4-6) change:	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:	1.1 178,177	1.1 178,177	1.4 226,771	1.7 275,364	2.0 323,958
Hiring ratio (9-12) change:	1.1 375,504	1.1 375,504	1.4 477,914	1.7 580,324	2.0 682,734
Schedule K (chart)	0.6 266,376	0.6 266,376	0.6 266,376	0.6 266,376	0.6 266,376
Schedule K (DC & TIC)	0.6 50,400	0.6 50,400	0.6 50,400	0.6 50,400	0.6 50,400
Furlough days:	5.00 1,121,000	6.00 1,345,200	6.23 1,396,766	6.38 1,431,427	6.69 1,500,416
Health carryover reduction:	48,369	28,199	29,660	48,024	32,062
<b>Hiring ratio proposal:</b>					
<b>K-3:</b>	29:1	29:1	29:1	29:1	29:1
<b>4-6:</b>	29:1 to 30:1	29:1 to 30:1	29:1 to 30:1	29:1 to 30:1	29:1 to 30:1
<b>7,8:</b>	27:1 to 28.1:1	27:1 to 28.1:1	27:1 to 28.4:1	27:1 to 28.7:1	27:1 to 29:1
<b>9-12:</b>	26.6:1 to 27.7:1	26.6:1 to 27.7:1	26.6:1 to 28:1	26.6:1 to 28.3:1	26.6:1 to 28.6:1
<b>Schedule K (chart):</b>	60% reduction	60% reduction	60% reduction	60% reduction	60% reduction
<b>Furlough days:</b>	60% reduction	60% reduction	60% reduction	60% reduction	60% reduction
	<u>3 inst/2 wkdy</u>	<u>3 inst/3 wkdy</u>	<u>3 inst/3.115 wkdy</u>	<u>3 inst/3.307 wkdy</u>	<u>3 inst/3.692 wkdy</u>
	May 11	May 11	May 11	May 11	May 11
	May 18	May 18	May 18	May 18	May 18
	May 21	May 21	May 21	May 21	May 21
	10 Wed.@45 m.	June 8	June 8	June 8	June 8
	March 16 (-2 hr.)	10 Wed.@45 m.	10 Wed.@45 m.	10 Wed.@45 m.	10 Wed.@45 m.
	June 8 (-3.5 hr.)	March 16 (-2 hr.)	March 16 (-2 hr.)	March 16 (-2 hr.)	March 16 (-2 hr.)
		June 7 (-2 hr.)	June 7 (-2 hr.)	June 7 (-2 hr.)	June 7 (-2 hr.)
		June 6 (-1.5 hr.)	June 6 (-2 hr.)	June 6 (-2 hr.)	June 6 (-2 hr.)
			Dec 22 (-1 hr.)	Dec 22 (-2 hr.)	Dec 22 (-2 hr.)
					Aug 15 (-2 hr.)

**Tentative Agreement #10  
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.

The following article goes into effect July 1, 2011 and shall sunset June 30, 2012.