



JUST THE FACTS...



The VTA/CTA/NEA 13-14 Bargaining Update Issue #12 October 26, 2013

The VTA and VUSD teams met on October 25, 2013.

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

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

The teams agreed to a final tentative agreement to settle the 13-14 contract.
The terms of the agreement are here:

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

2013 -14 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 2013-14 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.

All contract language changes are in bold print within (attached).

All prior tentative agreements/settlements arising from the 2013-14 negotiations shall be implemented.

All prior memoranda of understanding from the 2013-14 negotiations are hereby implemented and will become part of the contract language upon ratification (attached).

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

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Randy Henry
VUSD Chief of Human Resources

Brenda L. Hensley
VTA Bargaining Chair

Date

**Contract year 2013-2014
Tentative Agreement #1
Between the
Vacaville Teachers Association
And the
Vacaville Unified School District**

Salary Schedule

Increase all cells by an ongoing two and one-quarter percent (2.25%) applied across the board to all salary schedules in Appendix A, including all components of Sections A-L, retroactive to July 1, 2013 (See Appendix C, Sections A-L).

After the above cell increases have been applied, increase all cells by one and one-half percent (1.5%) applied across the board to all salary schedules, including all components of Sections A-L, retroactive to July 1, 2013 (See Appendix A, Sections A-L).

Effective June 30, 2014, all salary schedules in Appendix A, Sections A-L will expire and shall be replaced by salary schedules in Appendix C, Sections A-L.

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 time 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).

3.13.2 receiving payment (hours paid out at Appendix A, Section K extra duty teaching rate) for unused time, as of June 30th, 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 Therapists 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 a maximum of twenty-four (24) hours per school year in addition to the regular work time, not to exceed three (3) meetings per month and not to exceed a total of three (3) hours per month. The beginning of these meetings shall be adjacent to the duty day, must start within thirty (30) minutes of the duty day, and not to exceed ninety (90) minutes past the duty day. Meetings starting before the end of the duty day shall not continue beyond ninety (90) minutes past the duty day.**

Meeting time outside the duty day may be used for:

4.2.1.1 **Faculty meetings. Reasonable effort shall be made to communicate agendas to staff at least forty-eight (48) hours in advance of the meetings.**

4.2.1.2 **Professional growth/in-service training activities.**

4.2.1.3 **Department/grade level meetings/collaborative/planning time.**

4.2.1.4 **In addition to Article 4.2.1, 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:

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 During a Parent Conference month, meetings and conferences shall not exceed **five (5)** additional hours beyond the duty day. **There shall be no Wednesday collaboration scheduled on Wednesdays prior to report card due dates.**

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 break of one-week or longer.**

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 (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 their 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 and must be 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 for the use of these two (2) Personal Option Leave days.

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 9.2.3, 9.2.4, and 9.2.5 (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-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.

9.2.4.1 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 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 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 regard 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, his/her 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.

For the District

For the Association

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*Randy Henry
VUSD Chief of Human Resources*

*Brenda L. Hensley
VTA Bargaining Chair*

Date

MEMORANDUM OF UNDERSTANDING

Between

the Vacaville Unified School District and the Vacaville Teachers Association
Concerning Articles 4.1.6.2, 4.1.6.2.1, 4.1.6.2.2, 4.1.6.2.2.1, 4.3.1, 5.5, 7.7.3

July 22, 2013

These Articles shall go into effect immediately and become part of the contract upon ratification.

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 Night, secondary teachers shall not be required to participate in more than three (3) duties beyond the duty day. Secondary adjunct duties shall not exceed nine (9) 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 two (2) duties beyond the duty day. The elementary adjunct duties shall not exceed nine (9) 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 Night.

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 up to thirteen (13) hours, to prepare for the upcoming school year and/or completing the responsibilities for ending

the school year. Every effort shall be made by administration to minimize the utilize the encumbered time for those topics essential to the start of the school year.

5.5 The District shall require a tuberculosis test/examination mandated by law and at times during the instructional year, determined by the District, at no cost to the unit member.

7.7.3 Upon knowledge of vacancies, the District shall notify the Association and post a vacancy listing in all work sites for a minimum of five (5) working days. The listing shall contain a closing date which is at least five (5) working days following the posting date, a job description and credential and qualifications necessary to meet the requirements of the position.

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Randy Henry
VUSD Chief Negotiator

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Brenda L. Hensley
VTA Bargaining Chair

Next Steps and Timeline:

10/26-10/27: joint communiqué sent by VTA and VUSD to announce agreement and set a general membership meeting

10/29: General membership meeting to discuss Final Tentative Agreement, 3:30pm, WCW Library (to the right of the office on campus). Site Reps MUST attend to pick up voting packets.

10/30-11/1: VTA members vote on ratification of the contract (voting ends Friday morning since ballots will be picked up at noon).

11/1: VTA election committee members will pick up ballots starting at noon and tally votes, report election results to the VTA president, who will inform the membership and the district about the outcome of the election.

11/7: VUSD School Board meeting ratification vote (if passed by VTA membership).

December pay warrant: if ratified by VTA membership and VUSD board, new pay rates will start on the December paycheck and the retro amount will be included on this check as well.