

VUSD/ VTA NEGOTIATIONS UPDATE
May 27, 2010

The Vista Unified School District (“District”) and the Vista Teacher’s Association (“VTA”) met in the District Office at 8:00am on Thursday, May 27, 2010 for a pre-fact finding mediation session. The purpose of this negotiation was for the mediators (one chosen by each side) to work with the District and VTA in order to come to an agreement.

- The District and VTA Negotiations teams met separately with their chosen mediators.
- The District presented the VTA with a document that compared each disputed Article and the District and VTA position on these Articles (Article 9: *Employee Rights/ Bargaining Unit Rights*, Article 12: *Salaries*, Article 17: *Work Year*, Article 20: *Class Size*, Article 21: *Transfers/ Reassignments/ Track Changes & Filling of Vacancies*, Article 22: *Site-Based Decision Making*). The District also requested a change to Article 8: *Term*.
- The VTA made corrections to this document.
- The District and VTA mediators used this document as the basis for reaching agreement on the remaining disputed Articles (9, 12, 17, and 20). The District had previously agreed to continue with current contract language for Articles 21 and 22).
- The District and VTA reached an agreement on Articles 8, 12, 17 and 20. The parties signed the attached Memorandum of Understanding (which includes the remaining Articles that the District and VTA had already reached agreement on during previous negotiation sessions).
- The District and VTA did not come to a final agreement on Article 9: *Employee Rights/ Bargaining Unit Rights*, specifically section 9.10 *President’s Release Time*, but agreed to continue through the arbitration process and reopen negotiations at the conclusion of this process.
- The signed agreements signal the end of the 2007 through 2010 negotiations sessions. The signed agreement is effective through June 30, 2013.
- The new contract will be updated and available via the District website July 2010.

District Negotiation Team		CSEA Negotiation Team	
Myrna Vallely	Donna Caperton	Jan O’Reilly	Barb Franklin
Rodney Goldenberg	Steve Hargrave	Debbie Morton	Ron Ferreirae
Peter Fagen		Valerie Holseth	Sue Martin
		Georgine Tomasi	

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE VISTA UNIFIED SCHOOL DISTRICT
AND
THE VISTA TEACHERS ASSOCIATION
MAY 27, 2010**

This Agreement is entered into by the **VISTA TEACHERS ASSOCIATION** ("VTA") and the **VISTA UNIFIED SCHOOL DISTRICT** (the "District"). The parties agree to the following:

1. **Article 8: Term.** This agreement will run through June 30, 2013.
2. **Article 9: Employee Rights/Bargaining Unit Rights.** The parties agree to reopen negotiations on Article 9, Section 9.10, at the conclusion of the arbitration.
3. **Article 12: Salaries.**
 - a. For 2010-11 and 2011-12 the salary schedule shall be reduced by 2.7% to reflect the five (5) day reduction in work year included in Article 17.
 - b. The funded Base Revenue Limit (BRL) per unit of Average Daily Attendance (ADA) included in the District Adopted Budget for 2010-11 is estimated to be \$4,962.83. For each year of the contract period, the funded amount of BRL per unit of ADA shall be compared with the \$4,962.83. In any year in which the funded BRL increases by at least \$50 per unit of ADA, the District shall reduce the number of furlough days by one (1) for each \$50 increase in BRL. Any reduction in furlough days shall be applied to the following year and the remaining years in the contract. In a year where the increase to the BRL is more than \$50 but less than another increment of \$50 the amount above \$50 will be applied to the following year.

Example: 2010 -11 increase to the funded BRL =\$75

Therefore, in 2010-11 one furlough day is returned and 0.54 % (based on 2009-10 salary schedule) is restored to the salary schedule.

$\$75 - \$50 = \$25$ to be applied to 2011-12

2011-12 increase to the funded BRL = \$75

$\$25 + \$75 = \$100$

Therefore, in 2011-12 two furlough days are returned and 1.08% (based on 2009-10 salary schedule) is restored to the salary schedule.

- c. The dollars generated in paragraph b shall first be used to restore the five (5) day reduction in the work year specified in paragraph a. Each

additional \$50 above the amount necessary to restore five (5) furlough days shall increase the salary schedule by 0.54%, not limited to \$50 increments. For example, \$75 would result in a 0.81% salary increase.

- d. If the federal government provides funding specifically directed to job creation or retention, the parties agree to reopen negotiations to discuss the effect.

4. **Article 17: Work Year.**

- a. For the 2010-11 and 2011-12, school years there will be five (5) less instructional days and therefore the teacher's contract year and pay will be reduced by these five (5) days. In the 2012-13 school year these five (5) days will be restored to the teacher's work year along with the pay for these days.

5. **Article 20: Class Size.**

- a. For the 2010-11 and 2011-12 school years, the average class size for grades 1-3 will be 24.94. Average class size for grades 1-3 will revert to current contract language in the 2012-13 school year, unless the State revises the program in which case there shall be a reopener.
- b. For the 2010-11, 2011-12, and 2012-13 school years, the maximum daily student contact for middle school teachers will be 213, with the maximum class size not to exceed 37. For the 2010-11, 2011-12, and 2012-13 school years, the maximum daily student contact for high school teachers will be 188, with the maximum class size not to exceed 39.
6. The parties agree to incorporate all previously tentatively agreed upon Articles (see attached) and continue current contract language for all other Articles.
7. The parties agree the effective date of this Agreement will be July 1, 2010.

VISTA UNIFIED SCHOOL DISTRICT

Name: Myrna Vallely
Signature: Myrna Vallely
Title: Assistant Superintendent, HR
Date: 5/27/10

VISTA TEACHERS ASSOCIATION

Name: Paula J. Franklin
Signature: Paula J. Franklin
Title: Bargaining Chair
Date: 5/27/10

Summary of Articles previously agreed upon (see #6 above):

<i>Article</i>	<i>Date agreement signed</i>
1 RECOGNITION	9/11/2007
2 DISTRICT RIGHTS	9/11/2007
3 SAVINGS PROVISION	9/11/2007
4 NO STRIKE PROVISION	9/11/2007
5 SUPPORT OF AGREEMENT	9/11/2007
6 EFFECT OF AGREEMENT	9/11/2007
7 COMPLETION OF MEET AND NEGOTIATION	12/17/2008
9.1 EMPLOYEE RIGHTS/ BARGAINING UNIT RIGHTS	12/8/2009
10 ACADEMIC FREEDOM	9/11/2007
11 PROFESSIONAL DUES OR FEE AND PAYROLL DEDUCTIONS	9/11/2007
12.21.4 SALARIES	12/8/2009
13 UNIT MEMBER BENEFITS	12/7/2008
14 EARLY RETIREMENT PLAN	9/11/2007
15 PART-TIME EMPLOYMENT WITH FULL RETIREMENT CREDIT	9/11/2007
16 LEAVE POLICIES	12/1/2009
18 TEACHERS' DUTY HOURS	
18.3.3 ONLY INSTRUCTIONAL HOURS	10/23/2008
18.3.5 ONLY ASSESSMENT SUPPORT	11/4/2009
19.11 TEACHERS' SAFETY CONDITIONS OF EMPLOYMENT	11/28/2007
23 CURRICULUM AND LEADERSHIP POSITIONS	12/17/2008
24 PEER ASSISTANCE AND REVIEW	9/11/2007
25 TEACHER INTERN PROGRAM	12/17/2008
26 EVALUATION PROCEDURES	11/28/2007
27 DISCIPLINE PROCEDURE	9/11/2007
28 GRIEVANCE PROCEDURES	9/11/2007
29 STATE SUPPLEMENTAL INSTRUCTIONAL PROGRAMS INCLUDING SUMMER SCHOOL, BEFORE/ AFTER SCHOOL AND SATURDAYS	10/11/2007