

### Text Below:

Hi Ed:

Resending the mail I sent last week; Ashley had sent to Noel the issues you raised about the use of Local Option for Calendar. I really need to know the CTA position clearly. The District wants this; admin has worked on this with the El

Verano staff. Bob Gossett has already communicated with me about Flowery's concerns that this Local Option puts pressure on them to change and they may not be interested. I am irritated because the District has never been open to negotiating any differentiated calendar for high school/middle/elementary, and now they are looking for a way to make this happen without dealing with all sites, and see some bad potential for this sort of collusive MOU. On the whole, the MOU seems better to me. Do you see problems with it or have suggestions? We meet tomorrow afternoon at 3:30.

Thanks,

Janet

Begin forwarded message:

**From:** Janet Hansen <[hansen2065@comcast.net](mailto:hansen2065@comcast.net)>

**Date:** May 24, 2010 6:13:44 PM PDT

**To:** ehasson Hasson <[EHasson@cta.org](mailto:EHasson@cta.org)>

**Subject:** Fwd: El Verano

Concerning the Local Option proposal I forwarded you last week: what do you think?

Janet

Begin forwarded message:

**From:** "Halliday, Ashley" <[AHallida@sonomavly.k12.ca.us](mailto:AHallida@sonomavly.k12.ca.us)>

**Date:** May 24, 2010 5:39:42 PM PDT

**To:** "Janet Hansen" <[hansen2065@comcast.net](mailto:hansen2065@comcast.net)>, "Hansen, Janet" <[jhansen@sonomavly.k12.ca.us](mailto:jhansen@sonomavly.k12.ca.us)>

**Cc:** "Carlomagno, Louann" <[LCarlomagno@sonomavly.k12.ca.us](mailto:LCarlomagno@sonomavly.k12.ca.us)>

**Subject:** El Verano

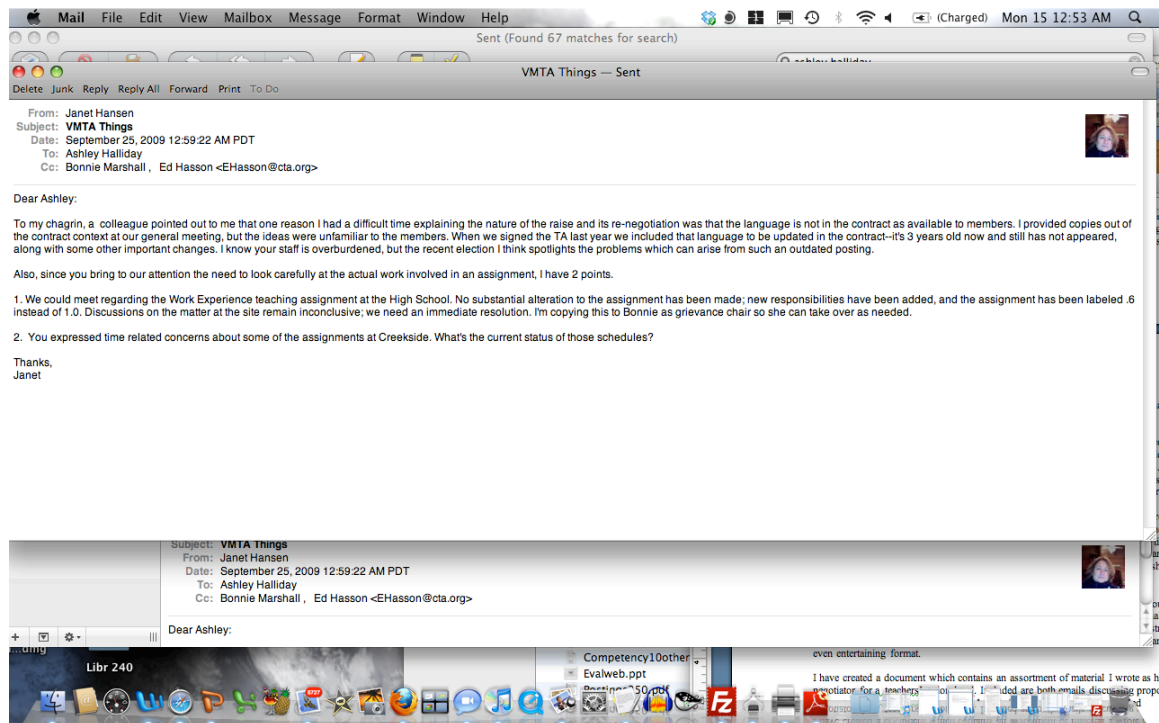
Hi Janet-

Thanks for the quick meeting on the El Verano memo this morning. I spoke with Noel about the issues you raised associated with the Local Option. Although he agrees that a local option process might not necessarily be required in this situation, he doesn't see anything procedurally wrong with pursuing things through that process. On the other hand Noel suggested that we could steer clear of the local option and simply memorialize an agreement to pilot an alternative calendar at El Verano via an MOU. I could easily prepare one if that option is of interest to you.

Regards,  
Ashley

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Please consider the environment before printing this email.



### Text Below:

Dear Ashley:

To my chagrin, a colleague pointed out to me that one reason I had a difficult time explaining the nature of the raise and its re-negotiation was that the language is not in the contract as available to members. I provided copies out of the contract context at our general meeting, but the ideas were unfamiliar to the members. When we signed the TA last year we included that language to be updated in the contract--it's 3 years old now and still has not appeared, along with some other important changes. I know your staff is overburdened, but the recent election I think spotlights the problems which can arise from such an outdated posting.

Also, since you bring to our attention the need to look carefully at the actual work involved in an assignment, I have 2 points.

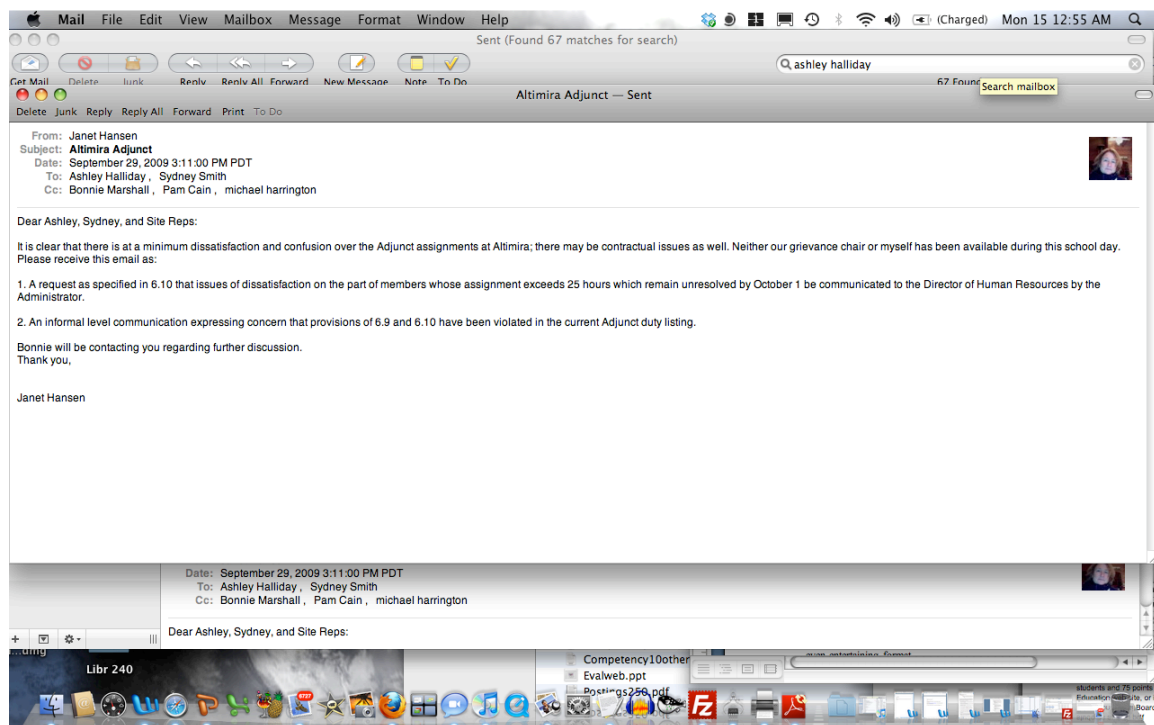
1. We could meet regarding the Work Experience teaching assignment at the

High School. No substantial alteration to the assignment has been made; new responsibilities have been added, and the assignment has been labeled .6 instead of 1.0. Discussions on the matter at the site remain inconclusive; we need an immediate resolution. I'm copying this to Bonnie as grievance chair so she can take over as needed.

2. You expressed time related concerns about some of the assignments at Creekside. What's the current status of those schedules?

Thanks,

Janet



**Text Below:**

Dear Ashley, Sydney, and Site Reps:

It is clear that there is at a minimum dissatisfaction and confusion over the Adjunct assignments at Altimira; there may be contractual issues as well. Neither our grievance chair or myself has been available during this school day. Please receive this email as:

1. A request as specified in 6.10 that issues of dissatisfaction on the part of members whose assignment exceeds 25 hours which remain unresolved by October 1 be communicated to the Director of Human Resources by the

Administrator.

2. An informal level communication expressing concern that provisions of 6.9 and 6.10 have been violated in the current Adjunct duty listing.

Bonnie will be contacting you regarding further discussion.  
Thank you,

Janet Hansen

### **VMTA COUNTERPROPOSAL 12-4-06**

#### **11.2.3.1—Class size**

On a trial basis effective January 2007, and through the 2007-2008 school year, the parties agree to the following:

For K-5 teachers, after the grace period as defined in 11.2.3, any teacher of a class that exceeds the class limit as recorded **[on]** the overage reporting form shall be entitled to two release days per trimester, for the purposes of planning and assessment, up to a maximum of 3 annual release days.

For 6-12 teachers, after the grace period as defined in 11.2.3, any teacher of a class period that exceeds the class limit **by more than 3** shall be entitled to one [1] release day per quarter/trimester.

Release time taken for the purpose of this article must be taken during the school year in which it is earned.

#### **11.2.4 After the grace period as defined in 11.2.3, no class shall exceed 7 students over the class size limit.**

Parties agree to form a Bargaining subcommittee to meet and update class size limits list to reflect current course offerings.

#### **11.8—K-5 Combinations**

**Acknowledging the importance of grade level standards-based instruction in meeting annual improvement goals, every effort shall be made to avoid forming combination classes. Any combination class formed will be supported by a full-time aide.** At the request of any K-5 teacher assigned to a

combination classroom, up to three substitute days per year will be provided for the purpose of planning, preparation, and assessment.

**It is the intention of the School District to keep combination classes smaller in size, whenever possible, than straight graded classes.**

**[I substituted the aide for the release time—were some thinking it should be both? We can hold the release time for a back-up option?]**

#### 11.12

At the 9-12 level, the District will maintain a counselor-student ratio of **400:1** based on the prior year CBEDS enrollment. The District will make incremental increases of .2 FTE for every additional **80** students. Should 2006-2007 State funding for the school counseling program funding be reduced or eliminated, the parties agree to return to negotiate such impact.

At the K-5 counselor assignments to no more than 3 school sites.

#### 17.5.3 —Extra Pay Assignments

Effective January 2007, Compensation for Extra Pay assignments will be increased to **\$35** per hour. For extra pay that involves direct instruction to students, Unit Members will be paid for four (4) hours for every three (3) hours of direct K-12 student instruction. The negotiated salary schedule adjustment provided in a given year shall be applied to the Extra Pay hourly rate beginning on July 1 of the subsequent fiscal year.

The dollar amount will be equally adjusted for 17.9.2 and 17.9.3.

#### 22.1—Calendar

The school calendar shall contain one hundred and eighty (180) student days and one hundred and eighty-five (185) teacher days, including three (3) staff development days, one pupil planning day, and one teacher work day. The pupil planning day shall include no more than 180 minutes of whole-staff meeting time. The teacher work day shall include no more than one (1) sixty (60) minute staff meeting.

#### 16.1.10—Initial Placement

At the discretion of the Superintendent, the District shall identify vacancies in areas of teacher shortage or in difficult-to-fill positions in writing to the Association. Upon written notification, Parties agree to meet and negotiate incentive options.

[Would we want to offer a subcommittee—less ‘cumbersome’, to use Ashley’s charming language, but still within Bargaining?]

In order to facilitate the closure of contract negotiations, the parties agree to meet no later than March 31, 2007 to bring closure to the issues of:

#### 11.4—Class size limits

#### 15.2—Long term commitment of Certificated compensation

## 19—Early retirement

### Summary of Agreements:

#### SALARY:

- Schedule increased by 4% retroactive to July 2006.

#### BENEFITS:

- No change [unless we express interest in a change as a result of our current Health Care Committee's recommendations]. The District will continue to pay 90% of Health Care costs for enrolled members.
- Since these costs have risen more than 30% since last year, this represents a District expenditure equal to 2.5 on the salary schedule.

#### HOURS:

- The 40 minutes of prep time for K-5 teachers which was negotiated last year on a trial basis will now be a permanent dedicated prep time.

#### CLASS SIZE:

On a trial basis, effective January 2007, and continuing throughout the 2007-8 school year:

- A K-5 teacher who has a class that's over the limit receives a release day each trimester
- A 6-12 teacher who has any or all classes exceed the class limit by more than 3 receives a release day each quarter/trimester.
- No class shall exceed 7 students over the limit. Adjustments normally made during the grace period. Changes after the grace period adjusted at beginning of next semester/trimester.
- Starting July 2007, 6-12 PE will have a class limit of 40 with an absolute cap of 45.

#### CLASS LISTS:

- All uses of 'Remedial' will now read "Remedial/Intervention

#### COMBINATION CLASSES:

- Every effort will be made to avoid forming combination classes.
- Combination class teachers will receive up to 4 release days per year for planning /prep/assessment.

#### PLACEMENT INCENTIVES:

- The District will negotiate with VMTA on a case-by-case basis regarding incentive options for hard-to-fill positions, such as School Nurse.

#### EXTRA PAY:

- Starting January 2007, rate for Extra Pay assignments goes from \$25 to \$30.
- In July 2007 the rate goes to \$35.
- After that, the rate will be increased by negotiated salary adjustment percentage each year.

#### CALENDAR:

- Pupil planning day shall contain no more than 150 minutes of full staff meeting.

#### MISCELLANEOUS:

- **AGREEMENT:**  
Your contract will now be available and updated on-line. Hard copies will be available to anyone requesting one.
  - **DAY:**  
For the contract, 'day' means a day the District Office is open.
  - **GRIEVANCE:**  
Either the District or unit member can request suspension of timelines over teacher vacations, if the timelines have not yet lapsed.
  - **PAYROLL ADJUSTMENTS:**  
Allows an employee who needs to repay the District for an overpayment to make these payments in monthly installments if the total is over \$100.
- 

#### OPENERS FOR 2007-2008—not part of today's vote

- A limit on caseload/school assignment for counselors—we would like counselors to work on this language with us.
- Updating class size lists—adding and defining new classes
- A long-term commitment for Certificated compensation, based on our historic percentage of outgoing expenditure [43.57], and statewide average for percent of total outgo spent on Certificated compensation [currently 44.9].  
[FYI: Before this increase, our current percentage was around 39.]
- Defining and classifying Extra Pay Assignments.
- An Early Retirement Incentive
- Calendar



**ARTICLE 6—HOURS OF EMPLOYMENT**

For K-5 teachers, on Wednesdays, with the exception of those that fall on minimum days, the first forty minutes of non-instructional time following the dismissal bell will be set aside for the purpose of teacher preparation, consistent with the provisions of Article 6.12.4.

**ARTICLE 11—CLASS SIZE**

**11.2.3** There shall be a ten (10) day grace period at the beginning of the year (except for fifteen (15) days for the high school) after the limit is exceeded during which no action is to be taken. If the excess number of students continues after the grace period, the procedure as described in 11.2.1 and 11.2.2 shall be put into effect. The unit member shall be paid as per 11.2.1 and 11.2.2 for the ten (10) or fifteen (15) day grace period.

11.2.3.1 After the grace period as defined in 11.2.3, any teacher of a class which exceeds the class limit by more than three (3) students shall be trimester, for the purposes of planning and assessment, up to a maximum of 4, or, if chosen by the teacher, exemption from Adjunct duties.

**11.2.5** After the grace period as defined in 11.2.3, no class shall exceed 7 students over the class size limit.

**11.4** Change all uses of ‘Remedial’ to read Remedial/Intervention.

Parties agree to meet and update class size limits list to reflect current course offerings.

**11.8** **K-5 Combinations**

Acknowledging the importance of grade level standards-based instruction in meeting annual improvement goals, no combination classes shall be formed.

**11.12** The District shall maintain a Counselor staffing ratio of 400:1, or, for counselors assigned to multiple schools, three [3] schools.

- 14.10 The District may make appropriate payroll adjustments to unit members for errors. Errors shall be subject to a three (3) year statute of limitations from the date the employee is notified of the error. There are three payback options. First, overpay due the District shall normally be completed within the fiscal year. Where the adjustment results in a deduction of above One Hundred Dollars (\$100.00) per month, payment due the District shall be made in twelve (12) equal monthly payments. Finally, the employee always maintains the option to develop a payback period of shorter duration. In the case of employee separation from the District, final reconciliation will be made at the time of the last paycheck.

The District shall correct errors in salary, step, or classification placement as soon as possible after errors are discovered. Errors shall be subject to a three (3) year statute of limitations from the date the employee is notified of the error.

- 16.5.2 Pay due the employee shall be paid to the employee in one payment within ninety (90) days of discovery of the error. Where the error requires a repayment due the District, there are three payback options. First, overpay due the District shall normally be completed within the fiscal year. Where the adjustment results in a deduction of above One Hundred Dollars (\$100.00) per month, payment due the District shall be made in twelve (12) equal monthly payments. Finally, the employee always maintains the option to develop a payback period of shorter duration. In the case of employee separation from the District, final reconciliation will be made at the time of the last paycheck. **allowed two (2) release days a semester per class, or, one [1] per**

## **ARTICLE 15—SALARY**

- 15.1 For 2006-2007 the Certificated Salary Schedules shall be increased by four percent (4%) effective July 1, 2006
- 15.2 Recognizing the need to attract and retain highly qualified teachers, the District shall make a long-term commitment to a competitive salary schedule by moving toward a consistent percentage of the total budget allocated for Certificated compensation. The district makes a commitment to:
- A three-year goal [end of '08-'09 school year]--to reach and maintain the SVUSD 2000-2005 historical average of 43.57 of total outgo for Certificated compensation.
  - A five-year goal [end of '10—'11]--to reach and maintain the statewide average for percent of total outgo for Certificated compensation in a medium-sized unified school district, currently 44.49%.

To ensure teacher compensation remains a very high priority, Parties agree to meet in March each year to negotiate progress toward meeting and maintaining these goals, based on review of annual:

Projected COLA

Projected enrollment

Budget documents

Intent forms

## **ARTICLE 17-- EXTRA PAY ASSIGNMENTS**

**17.5.3 Compensation shall be at Forty Dollars (\$40.00) per hour effective December 1, 2006.**

## **ARTICLE 18—HEALTH AND WELFARE BENEFITS**

15.1.1 Unless the Association demonstrates interest in alternative programs, Health and Welfare agreements currently in effect for 2005-2006 shall remain unchanged for 2006-2007.

## **ARTICLE 19—EARLY RETIREMENT/REDUCED SERVICE PLANS**

Parties agree to meet and negotiate an Early Retirement incentive for the 2006-2007 school year.

## **ARTICLE 22—CALENDAR**

### **22.1 Calendar**

The school calendar shall contain one hundred and eighty (180) student days and one hundred and eighty-five (185) teacher days, including three (3) staff development days, one pupil planning day, and one teacher work day. The teacher workday shall include no more than one [1] sixty [60] minute staff meeting.

## **ARTICLE 25—DISCIPLINE LESS THAN DISMISSAL and ARTICLE 26—PROCEDURE FOR MIDYEAR DISCIPLINE OF PROBATIONARY EMPLOYEES**

**Parties agree to move ARTICLE 9 to follow ARTICLE 25 and 26, and to re-number ARTICLE 9 and subsequent articles accordingly.**

## **ARTICLE 29—REOPENERS AND TERM**

**29.1 As a result of a negotiated settlement the parties have entered into a contract which expires on June 30, 2009. Language changes shall take effect July 1, 2006, unless otherwise noted.**

**29.3 Reopeners for 2007-08 and 2008-09 are as follows:**

**2007-08**

**Article 15 – Salaries**

**Article 18 – Health and Welfare Benefits**

Two (2) Articles of each party's choice

**2008-09**

**Article 15 – Salaries**

**Article 18 – Health and Welfare Benefits**

Two (2) Articles of each party's choice