

Contract year 2016-17
Tentative Agreement #7
Between the
Vacaville Teachers Association
And the
Vacaville Unified School District

The Vacaville Teachers Association and the Vacaville Unified School District agree to the following concerning the 2016-17 contract (changes/additions/deletions in bold or strikethrough):

- 3.2.4 Psychologists, Counselors, Coordinators, Nurses, Librarians, Program Specialist, Digital Technology Specialists, Speech Therapists, **RSP teachers, SDC teachers, Blended Model Special Education Teachers** 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, when possible, 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 or 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 **non-teaching** hourly rate of pay **on Appendix A, Section K.**
 - 3.2.4.4 **the unit member may choose to be paid the non-teaching hourly rate of pay on Appendix A, Section K instead of earning compensation time.**
- 4.7.2 Three (3) release days will be provided each school year for all Special Day Class teachers. This release time is to be used for assessment and report writing.
 - 4.7.2.1 **Special Day Class teachers shall request these days through their site administrator. SDC teachers and site administrators shall work collaboratively on the scheduling of these release days.**

15.5 The District shall make a reasonable effort to balance caseloads at each site for Special Education teachers, and district-wide for Speech Therapists and Psychologists, taking in to consideration, not only number of students, but the amount of workload associated with serving each student. Such considerations would include, but not be limited to, number and types of services needed by the students, number of IEP meetings, behavior issues, high-risk status, and the litigious nature of the case.

15.6 District-wide Speech Therapist meeting agendas shall be collaboratively developed by the Head Speech Therapist and the Special Education administrator. Agendas for those meetings shall be provided to Speech Therapists at least forty-eight (48) hours in advance of the meeting.

15.7 District-wide Psychologist meeting agendas shall be collaboratively developed by the Head Psychologist and the Special Education administrator. Agendas for those meetings shall be provided to Psychologists at least forty-eight (48) hours in advance of the meeting.

15.8 An ongoing Special Education Safety Committee (SESC) shall be established and convened. The purpose of this committee shall be to work collaboratively to address systemic safety concerns related to those unit members who provide Special Education services. The SESC will discuss unit member and administrative input to provide a safe working environment for unit members and learning environment for students.

15.8.1 The committee shall be comprised of no more than ten (10) unit members (RSP, SDC, Speech Therapist, Psychologist represented) and no more than four (4) district/site administrators.

15.8.2 A SESC planning committee shall collaboratively select the members of the committee. The planning committee shall be comprised of two (2) VTA representatives and two (2) district representatives.

15.8.3 The District Special Education department shall facilitate the SESC and any subcommittees formed from the SESC. The SESC shall report back to the District and VTA by March 1st of each school year on the progress of the committee.

15.8.4 The SESC shall work within the parameters of the collective bargaining agreement. Any recommendation of the committee that would necessitate a change in the collective bargaining agreement shall be referred back to the bargaining teams. The committee shall make no change in the collective bargaining agreement.

The following articles (9.7, 9.8, 9.9 and all sub articles) shall remain in effect through June 30, 2017.

9.7 Caseload for SDC teachers

9.7.1 Students caseloads for SDC teachers shall be no more than fourteen (14) students. SDC teachers who are less than full-time shall have a maximum caseload as a percentage of fourteen (14) students (i.e. an 80% SDC teacher shall have no more than eleven (11) students). The caseload limit may be increased by up to two (2) students. The unit member shall be compensated the amount of thirteen dollars (\$13) per day for each student over the limit.

9.8 Caseloads and Working Conditions for Special Education teachers using a Blended Model

9.8.1 A Blended Model for Special Education services at any site shall not be used without the consent of at least seventy-five percent (75%) of the affected unit members at that site.

9.8.2 Student caseloads for Special Education teachers using a Blended Model shall be no more than twenty-one (21) students. Blended Model Special Education teachers who are less than full-time shall have a maximum caseload as a percentage of twenty-one (21) students (i.e. an 80% Blended Model Special Education teacher shall have no more than seventeen (17) students). With unit member consent, the caseload limit may be increased by up to two (2) students. The unit member shall be compensated the amount of thirteen dollars (\$13) per day for each student over the limit.

9.8.3 Special Education teachers using a Blended model shall receive the same preparation time for case management as RSP teachers according to Article 4.7.1.1 and its sub articles.

9.8.4 Special Education teachers using a Blended Model shall not be entitled to the three (3) release days guaranteed for SDC teachers in Article 4.7.3.

9.8.5 Initial Assessments/Initial IEPs for students shall be assigned on a rotating basis among all the Blended Model Special Education teachers at that site.

9.8.6 Total allotted base time (not generated by a specific IEP) to a site for Instructional Assistants shall not be less than hours allocated in a non-Blended Model.

9.8.7 Resource Specialists serving as Blended Model Special Education teachers shall not be considered itinerant under Article 7.5.

9.9 Blended Model/Workload Model Committee

The District and Association shall create a Blended Model/Workload Model Committee to investigate, monitor and research these models for Special Education Services. The Committee shall consist of a majority of VTA unit members and shall meet a minimum of four (4) times in 2016-17. The first meeting shall occur by September 20, 2016. The Committee shall report progress to the District and VTA Bargaining Teams by April 15, 2017.

For the District

For the Association

Randy Henry
VUSD Chief Negotiator

Brenda Hensley
VTA Bargaining Chair

Date