

**Tentative Agreement
Between
the Vacaville Unified School District
and
the Vacaville Teachers Association**

2023-2024 Tentative Agreement #1

Changes to Articles 9.1.6, 9.2.1 through 9.2.9, 9.6.1 through 9.6.3, 6.2.3, and 6.2.5

Additions are in Bold, Deletions in strikethrough:

Addition of Article 9.1.6:

9.1.6 The district-wide hiring ratio for School Nurses shall be no more than 2400:1. Reasonable effort shall be made to balance workload between staff.

Changes to Articles 9.2.1 through 9.2.9

9.2 Balance - Elementary

9.2.1 Reasonable effort shall be made to balance class size in each grade level in the individual elementary schools.

9.2.2 Reasonable effort shall be made at YRE schools to balance class size at each grade level between all teachers on all schedules.

The following articles 9.2.3, 9.2.4 and 9.2.5 (and all sub-articles) shall sunset on June 30, 2024:

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 plus any students receiving SDC services that spend at least four (4) hours in a teacher's class per five (5) instructional days.

9.2.3 After two (2) weeks have elapsed in any trimester, the class size limit for each TK-3 class shall be thirty (30) students. This limit shall not be exceeded during the school day.

9.2.3.1 The class size limit may be increased by up to three (3) students with unit member consent. If any of these students are receiving SDC services, then they may be mainstreamed without unit member consent. 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 4-6 class shall be thirty-two (32) students. This limit shall not be exceeded during the school day.

9.2.4.1 The class size limit may be increased by up to three (3) students with unit member consent. If any of these students are receiving SDC services, then they may be mainstreamed without unit member consent. The unit member shall be compensated the amount of thirteen dollars (\$13) per day for each student over the cap.

9.2.5 After two (2) weeks have elapsed in any trimester, the class size limit for each TK-6 combination class shall be thirty (30) students. This limit shall not be exceeded during the school day.

9.2.5.1 The class size limit may be increased by up to two (2) students with unit member consent. If any of these students are receiving SDC services, then they may be mainstreamed without unit member consent. The unit member shall be compensated the amount of thirteen dollars (\$13) per day for each student over the cap.

The following articles 9.2.3, 9.2.4, 9.2.5, 9.2.6, 9.2.7 and 9.2.8 (and all sub-articles) shall go into effect on July 1, 2024:

For Articles 9.2.3, 9.2.4, 9.2.5, 9.2.6, and 9.2.7 (and all sub-articles), class size is defined as the number of students assigned (by roll sheet) to a teacher plus any students receiving SDC services that spend at least four (4) hours in a teacher's class per five (5) instructional days.

9.2.3 After two (2) weeks have elapsed in any report card period, the class size limit for each TK class shall be twenty-four (24) students. This limit shall not be exceeded during the school day.

9.2.4 After two (2) weeks have elapsed in any report card period, the class size limit for each K-3 class shall be twenty-eight (28) students. This limit shall not be exceeded during the school day.

9.2.4.1 The class size limit may be increased by up to two (2) students without unit member consent. The unit member shall be compensated the amount of thirteen dollars (\$13) per day for each student over the cap.

9.2.5 After two (2) weeks have elapsed in any report card period, the class size limit for each 4-6 class shall be thirty-two (32) students. This limit shall not be exceeded during the school day.

9.2.5.1 The class size limit may be increased by up to three (3) students with unit member consent. If any of these students are receiving SDC services, then they may be mainstreamed without unit member consent. The unit member shall be compensated the amount of thirteen dollars (\$13) per day for each student over the cap.

9.2.6 After two (2) weeks have elapsed in any report card period, the class size limit for each K-3 combination class shall be twenty-six (26) students. This limit shall not be exceeded during the school day.

9.2.6.1 The class size limit may be increased by up to two (2) students without unit member consent. The unit member shall be compensated the amount of thirteen dollars (\$13) per day for each student over the cap.

9.2.7 After two (2) weeks have elapsed in any report card period, the class size limit for each 4-6 combination class shall be thirty (30) students. This limit shall not be exceeded during the school day.

9.2.7.1 The class size limit may be increased by up to two (2) students with unit member consent. If any of these students are receiving SDC services, then they may be mainstreamed without unit member consent. The unit member shall be compensated the amount of thirteen dollars (\$13) per day for each student over the cap.

9.2.8 There shall be no 5th/6th combination classes (with the exception of the ACE program).

9.2.89 The class size limit for each State Preschool class shall be twenty-four (24) students.

Addition of Article 9.6.3:

9.6 Caseload Waivers over Twenty-Eight (28) Students for Resource (RSP) Teachers Student caseload for RSP teachers shall not exceed twenty-eight (28) students. Caseload is defined by California Education Code 56362. RSP teachers who are less than full-time shall have a maximum caseload as a percentage of twenty-eight (28) students (i.e. an 80% RSP teacher shall have no more than twenty-two (22) students).

9.6.1 In unusual circumstances, with unit member consent, the caseload limit may be increased by up to four (4) students. The District shall obtain a waiver from the State Board of Education prior to increasing a unit member's caseload. Unit members shall be compensated the amount of thirteen (\$13) per day for each student over the limit.

9.6.2 Per California Ed Code 56101, 56362 and CCR Title 5 Section 3100, unit members that consent to a student caseload over twenty-eight (28) shall each be allotted an Instructional Assistant for at least five (5) hours per day and shall not have their caseload(s) exceed the statutory maximum for more than two (2) consecutive school years.

9.6.3 By September 15th of each school year, the District and the VTA President shall collaborate and agree on a joint memo to be sent to all elementary RSP teachers to clarify job responsibilities for caseload managers and service providers.

Changes to Articles 6.2.3 and 6.2.5:

6.2.3 Pregnancy Leave

Unit members may claim sick leave pay and/or extended disability leave pay for absence due to disabilities caused by or contributed to pregnancy, **pregnancy loss**, ~~miscarriage~~, childbirth, and recovery there from.

6.2.5 Bereavement Leave

Each unit member shall be entitled to bereavement leave, not charged against personal leave, in the event of death of spouse; child; **loss of pregnancy**; parent; sibling; grandparent; grandchild; mother or father-in-law; daughter or son-in-law; brother or sister-in-law; or any other relative or dependent residing in the unit member's immediate household. Bereavement leave shall be limited to four (4) days, except when services require travel outside of California or distance in state is more than 300 miles one way; under such circumstances, the bereavement leave shall then be extended to five (5) days.

Kelly Burks
VUSD Associate Supt. Business Services

Megan Morris
VTA Bargaining Chairperson

date