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**Memorandum of Understanding
Between
the Vacaville Unified School District
and
the Vacaville Teachers Association**

**Impacts of VUSD Side Letter and Tentative Agreement Commitments
to SEIU on VTA Bargaining Unit Members**

On January 27, 2025, VUSD entered into a Side Letter with SEIU Local 1021 (and then a revised Side Letter on April 21, 2025), an MOU to address SPED paraprofessionals (dated April 30, 2025) to address safety concerns. Additionally, the District and SEIU entered into a Tentative Agreement on May 15, 2025 (see attached). Some of these VUSD commitments have an impact on VTA bargaining unit members. As the impacts to VTA bargaining unit members are covered by the Tentative Agreement and incorporated into the SEIU contract upon ratification, this MOU shall be in effect immediately and be incorporated into the next VTA collective bargaining agreement upon ratification.

Impacts from SEIU Article 19.7:

The unit member shall decide the amount of collaboration that will take place with paraprofessionals on that workday. The unit member shall be notified on their first workday of a school year (by 10am) when their paraprofessional(s) shall be available to meet with them on the three (3) workdays before school starts.

Impacts from SEIU Article 19.8:

The Task Force may be activated from a request by the VTA President or designee. The VTA President shall notify the Human Resources Administration who the designee shall be in their absence.

Any unit member who the Task Force team member requests to meet with shall:

- have forty-eight (48) hours notice prior to the meeting and the notification shall include the purpose of the meeting, the unit member's role and the Task Force's expectations of the unit member
- be granted paid release time for up to sixty (60) minutes per Task Force related meeting for the purpose of gathering information for the Task Force and preparing for the meeting.
- have a VTA representative with them at the Task Force related meeting (if they would like one)

If a meeting is held related to the Task Force during a unit member's prep and/or outside of their duty day, they shall be paid for that time according to Appendix A, Section K (extra duty pay).

Any recommendations from the team that includes a unit member shall be shared in writing (can be electronic) with the unit member. The unit member shall be given paid release time to review the recommendations with a Task Force team member, or extra duty pay (Appendix A, Section K) for the time outside of the duty day it takes to review the recommendations.

Any recommendations and/or findings from the Task Force shall not be used in evaluations of any unit member. Any recommendations and/or findings from the Task Force shall not be used in any disciplinary manner against any unit member, unless a finding must be reported by Human Resources under mandatory reporting laws.

Any report issued from a Task Force shall be shared with the VTA President.

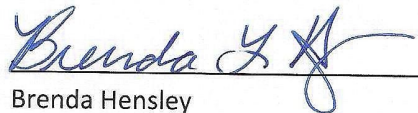
Impacts from SEIU 19.10:

Unit member input shall only be shared with Task Force team members and district administration. Unit member input that involves another staff member shall be kept confidential from that staff member.

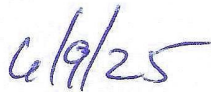
If a different staff member is assigned to a unit member's classroom following a significant staff injury, the unit member shall have no more than thirty (30) minutes paid release time (or extra duty pay (Appendix A, Section K) for the time outside of the duty day) to meet with the new staff member. Reasonable effort shall be made to provide this time before the new staff member works in the unit member's classroom.



David Robertson
VUSD Assistant Supt. Human Resources



Brenda Hensley
VTA President



Date

TENTATIVE AGREEMENT # 4
Article 19 SAFETY CONDITIONS
Service Employees International Union (SEIU) Local
1021 and the Vacaville Unified School District (VUSD)
May 15, 2025

Service Employees International Union, Local 1021 and the Vacaville Unified School District agree to the following:

ARTICLE 19 - SAFETY CONDITIONS

- 19.1 The District agrees to keep its work locations adequately equipped and devoid of unsafe and unhealthy conditions. **In compliance with all applicable laws and regulations, including the full extent of Ca. Lab. Code § 6400.**
- 19.2 The District recognizes that the provisions of Title 8, California Administrative Code grant to unit members the right to refuse work assignments when the member has good reason to believe that to carry out the assignment would expose him/her to conditions which might result in death or serious injury.
- 19.3 Neither the District nor the member shall violate the provisions of the California Occupational Health and Safety Act (CAL-OSHA).

The District recognizes the responsibility to comply with CAL/OSHA in providing employees with safe working conditions and tools, and equipment, and the Union recognizes the employee's duty to utilize safe working procedures and to report safety hazards and unsafe conditions to their immediate supervisor.

19.4 CAMERAS AND MONITORING EQUIPMENT

- A. Radios and cameras used for communications and monitoring safety conditions shall not be used for the purpose of evaluation ~~or monitoring~~ **live monitoring** of unit members.
- B. The District agrees to use signage and to notify unit members working in proximity to such locations of the existence of video recording devices and the possibility of activities being recorded. Such notice does not constitute a waiver of rights of Education Code § 51512.

- C. Should the District have to share footage with any outside agency, including police or fire, the Association President and impacted unit members shall be informed.
- D. There shall be no video recording or monitoring of union activities on any District property.

19.5 ~~WORKPLACE VIOLENCE~~ NCI TRAINING FOR PARAPROFESSIONALS

- A. Annual NCI Training for Paraprofessionals with the exception of Workability and Vision Effective for the 2025-2026 school year and thereafter, VUSD agrees to provide comprehensive Nonviolent Crisis Intervention (NCI) training to all paraprofessionals with the exception of Workability and Vision on an annual basis. This training includes methods of effectively managing a crisis situation and includes de-escalation techniques.

The training offerings will consist of:

1. Twelve (12) hours of NCI training held in August, prior to the commencement of the school year.
2. For newly hired paraprofessionals, additional NCI training courses will be available throughout the academic year to ensure they are equipped with the necessary safety skills.
3. All members receiving these trainings will be provided pertinent Board/District policies, Education Code Provisions (including sections 49005 through 49006.2), and California Labor Code (sections 6401.7 and 6401.9) at the beginning of the school year, or otherwise upon employment.
4. To the extent permissible under law, Paraprofessionals will have access to behavioral issues, modifications, supports, notes, considerations and special factors for students as assessed in the student's Individualized Education Plan (IEPs) and 504's.
5. ~~Training for the remainder of the 2024-2025 school year will continue to be offered for those paraprofessionals that have yet to be trained this year.~~

19.6 ~~B-ANNUAL DE-ESCALATION TRAINING FOR STUDENT MONITORS AND CAMPUS SUPERVISORS~~ Annual De-escalation Training for Student Monitors and Campus Supervisors

- ~~1-A.~~ A. VUSD will provide in-person training through North Bay Schools Insurance Authority (NBSIA) or similar and optional online Keenan training for de-escalation training up to

one and one-half (1.5) hours annually for all Student Monitors and Campus Supervisors during their normal work hours.

19.7 ~~2-~~ PROFESSIONAL DEVELOPMENT AND CLASSROOM PREPARATION FOR SPECIAL EDUCATION PARAPROFESSIONALS ~~Professional Development and Classroom Preparation for Special Education Paraprofessionals~~

In addition to the NCI training, effective August 1, 2025, and annually thereafter, paraprofessionals will receive:

- 3-A. One (1) additional scheduled three-hour (3-hour) workday, the weekday immediately preceding the first day of school for students when teachers are in classrooms, for Special Education Paraprofessionals to work in their assigned classrooms. This time is designated for collaboration with teachers/administrators/behavior staff members to review Behavior Intervention Plans (BIPs), classroom management strategies and techniques, discussion of incoming students' accommodations and modifications, and safety protocols.

19.8 ~~6-~~ TASK FORCE FOR CLASSROOMS WITH SIGNIFICANT SAFETY CONCERNS
~~Task Force for Classrooms with Significant Safety Concerns~~

VUSD will establish a Task Force to intervene in classrooms where extreme behavior concerns pose safety risks to SEIU members. The Task Force will:

- A.1. ~~Include a behavior specialist, a program specialist, and a special education administrator, who will collaborate with the classroom teacher, classroom paraprofessionals and site principal.~~ Be comprised of a multidisciplinary team that may include the following:
- Behavior Analyst/Specialist
 - Registered Behavior Technician-Lead
 - Special Education Administrator
 - Site Administration
- B.2. ~~Conduct an assessment of the behaviors, review relevant documentation (e.g., IEPs, BIPs), and provide recommendations for addressing the concerns and improving safety in the classroom environment.~~ Elicit input from the classroom teacher, classroom paraprofessionals and other relevant persons.

- Investigate concerning behaviors, review relevant documentation (e.g., IEPs, BIPs, incident reports, BERS, workplace violence forms), and provide recommendations for addressing the concerns and improving safety in the classroom environment.

C.3. Be activated by a request from the site administrator or SEIU Chapter President or designee. The SEIU Chapter President will notify HR Human Resources Administration who the designee will be in their absence.

19.10 ~~D:~~ ADDRESS IMMEDIATE CONCERNS TO CREATE A TEMPORARY SOLUTION

~~Address Immediate Concerns to Create a Temporary Solution:~~

A.1. ~~To~~—To address immediate concerns regarding behavior that results in staff injury, any of the following personnel can provide input:

1. ~~i:~~—Site Administrator
2. ~~ii:~~—Credentialed, non-substitute, classroom teacher
3. ~~iii:~~—Behavior Specialist
4. ~~iv:~~—Special Education Program Specialist
5. ~~v:~~—Special Education Administrator

B. ~~vi:~~—Possible solutions could include: the student(s) being removed (due to suspension, as determined by the site administrator), the staff member(s) being removed, a different staff member(s) going into the classroom, ~~or~~ a temporary decision to de-escalate the situation, or staff members receiving additional behavior training, coaching, or modeling.

C. 2. SEIU staff unit members shall not be mandated to return to a situation where the behavior that resulted in a staff injury has not been addressed through A or B above.

19.11 ~~E: Communication and Documentation~~ COMMUNICATION AND DOCUMENTATION

~~The District and SEIU agree to the following:~~

1. All documentation required to be completed by staff related to a behavioral incident will be easily accessible to every employee to complete.
2. Assistance completing documentation related to a behavioral incident will be available upon request by the member to the site administrator.

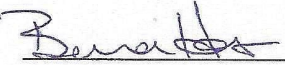
- C. 3: Workplace violence log data under OSHA shall be sent to the SEIU leadership upon request by SEIU.
- D. 4: Paraprofessionals in regionalized programs shall be provided with a means of directly communicating a need for assistance to the principal or designee-in-charge in the case of an emergency.
- E. 5: The District agrees to follow all applicable Education Code provisions in regards to safety.


19.12 F. MONTHLY LEADERSHIP MEETINGS ON SAFETY ~~Monthly Leadership Meetings on Safety~~

The parties agree to hold monthly meetings between the Chapter President of SEIU or designee and the Superintendent of ~~VUSD~~ or designee to discuss safety-related issues. The SEIU Chapter President will notify ~~HR~~ **Human Resources Administration** who the designee will be in their absence. These meetings will be:

- A. 1: ~~Focused solely on the topic of safety and will be held in addition to any regularly scheduled meetings between the parties.~~
- B. 2: ~~An invitation will also be extended to the Vacaville Teachers Association to participate in these meetings, fostering collaboration on shared safety concerns.~~


Kelly Burks
Associate Superintendent
Business & Admin Services
5/15/2015
Date


Barbra Hamilton
SEIU Local 1021 President
5-15-25
Date


Casey Thompson
Field Representative,
SEIU Local 1021
5/15/25
Date