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

2025-2026 Tentative Agreement #1
Changes to Article #9

Additions in Bold, Deletions in Strikethrough, all other Articles and Sub-articles remain unchanged

9.1 Hiring Ratio

Hiring ratios shall be used as a planning tool by the District to anticipate staffing needs based on enrollment. For individual class size limits, see Articles 9.2 and 9.3. The Assistant Superintendent of Human Resources shall meet with the VTA President, by March 31st of each school year, to share (verbally and in writing) the district planning tool for classes/FTEs for the following school year.

9.1.1 The hiring ratios for classroom teachers at each site shall be:

TK 24:1 K-3 29:1 4-6 29:1 7-8 27:1 9-12 26.6:1

9.1.2 Nurses, librarians, media specialists, special education teachers, school psychologists, content area specialists, counselors, reading specialists, opportunity class teachers or any other unit member not assigned as a regular classroom teacher will not be used in the computation or application of the above hiring ratio.

9.1.3 The hiring ratio for Speech Language Pathologists shall be based on student need, giving consideration for preparation time (Article 4.7.1) and IEP meeting/assessment time within each Speech Language Pathologist's duty day and adhering to Ed Code for caseloads (Ed Code 56363.3 & 56441.7).

9.1.4 The district-wide hiring ratio for School Psychologists shall be no more than 750:1.

9.1.5 The hiring ratio for Secondary Counselors shall be no more than 500:1. This ratio does not include any elementary and/or charter school students and counselors. Reasonable effort shall be made to balance staffing between sites while avoiding split positions if possible. **Reasonable effort shall be made to balance counselor workload at each school site.**

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.

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.

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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)~~ **nineteen dollars (\$19)** 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)~~ **nineteen dollars (\$19)** per day for each student over the cap.

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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)~~ **nineteen dollars (\$19)** 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)~~ **nineteen dollars (\$19)** 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).

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

9.2.10 The class size limit for each elementary SDC class shall be fourteen (14) students. The class size limit may be increased by up to two (2) students; the fifteenth (15th) student shall be without unit member consent and the sixteenth (16th) student shall be with unit member consent. The unit member shall be compensated the amount of nineteen dollars (\$19) per day for each student over the cap.

9.3 Balance - Secondary

9.3.1 Reasonable effort shall be made to balance class sizes at the secondary level. For Articles 9.3.2, 9.3.3 and 9.3.4 (and all sub-articles), student contact limit is defined as the number of students assigned (by roll sheet) to a teacher.

9.3.2 The student contact limit per class period shall be thirty-six (36) students. In unusual circumstances, the student contact limit per class period may be increased by up to two (2) students. The unit member shall be compensated the amount of ~~two dollars (\$2)~~ **three dollars (\$3)** per day for each student over the per period contact limit. The total student contact limit for a full-time non-physical education teacher shall not exceed one hundred seventy-five (175) students. A teacher with an assignment of more/less than one hundred percent (100%) shall have their student contact limit increased/decreased by a proportional amount of the one hundred seventy-five (175) students (i.e. 80%: 140 students).

9.3.2.1 The per class cap of thirty-six (36) does not apply to the following classes: Music, Physical Education, Student Council/ASB, Link Crew, and Theater/Drama.

9.3.2.2 The number of students assigned to each class period shall also take the following into consideration:

9.3.2.2.1 Student and staff safety (i.e. use of chemicals, tools, sharp objects, etc.)

9.3.2.2.2 Size of the facility being used

9.3.3 The student contact limit for grades 9-12 Physical Education shall not exceed two hundred fifty (250) students for a full time (100%) teacher. A teacher with an assignment of more/less than one hundred percent (100%) shall have their student contact limit increased/decreased by a proportional amount of the two hundred fifty (250) students (i.e. 80%: 200 students).

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9.3.3.1 In unusual circumstances, with unit member consent, the student contact limit may be increased by up to two (2) students. The unit member shall be compensated the amount of ~~ten dollars (\$10)~~ **fifteen dollars (\$15)** per day for each student over the contact limit.

9.3.4 The student contact limit for grades 7-8 Physical Education shall not exceed two hundred twenty-five (225) students for a full time (100%) teacher. A teacher with an assignment of more/less than one hundred percent (100%) shall have their student contact limit increased/decreased by a proportional amount of the two hundred twenty-five (225) students (i.e. 80%: 180 students).

9.3.4.1. In unusual circumstances, with unit member consent, the student contact limit may be increased by up to two (2) students. The unit member shall be compensated the amount of ~~ten dollars (\$10)~~ **fifteen dollars (\$15)** per day for each student over the contact limit.

9.3.5 For grades 7-12, the student contact limit per non-coteach RSP class period shall be twenty-four (24) students.

9.3.6 For grades 7-12, the student contact limit per non-coteach SDC class period shall be sixteen (16) students.

9.3.7 **Each** ~~For the 2023-2024~~ school year, secondary RSP and SDC class sizes shall be shared:

9.3.7.1 with the VTA President and Bargaining Chair by August 31~~st, 2023~~

9.3.7.2 at every Special Education Problem Solving Quarterly Meeting

9.4 Exceptional Needs

The District shall assign students with exceptional needs to a least restrictive environment on a fair and reasonable basis. The District agrees to meet and confer with the Association to determine whether or not the implementation of the State's Master Plan for Special Education has brought about class size/balance problems. If it is determined that problems exist, solutions will be discussed and agreed upon changes implemented. Meetings may be called by either party.

9.4.1 Reasonable effort will be made by **the** administration to balance the workload of teachers in regard to the placement of special needs students in non-special education classes. Combination class workload shall be one (1) of the factors in determining placement of special needs students.

9.4.2 IEP, 504, SST, etc. meetings shall not be scheduled during any co-teaching (special needs teachers and regular/general education teacher) time unless a substitute is provided for the co-teaching class.

9.4.3 If a member of a co-teaching assignment is unavailable for the class on a particular day, their substitute shall be assigned to assist that class, unless there is a District-Declared Substitute Emergency. In the case of a District-Declared Substitute Emergency, a substitute in a co-teach class may be reassigned to another class so long as at least one (1) certificated teacher remains in the class.

9.5 Elementary Preparation Release Teachers

9.5.1 Elementary preparation release teachers are defined as physical education, general music, instrumental music, choral music, fine arts, and computer lab specialists providing preparation time for regular classroom elementary teachers.

9.5.2 Elementary preparation release teachers shall be assigned up to twenty-nine (29) sections per week.

9.5.2.1 A section is a single 1st through 6th grade class. The number of students per section shall not exceed the number of students registered in the class for which they are providing preparation time. (Any Special Day student who regularly attends that class is excluded from the limit.)

9.5.2.1.1 Preparation sections involving the performing arts and general music may be blended during the same preparation section time period. With the music/performing arts teacher permission, the section class size limit may be increased, but not exceed forty (40) students.

9.5.2.2 If a member is required to travel to different sites in a day, the member shall have their number of sections per week reduced by one (1) section for each additional site to which the member travels.

9.5.2.2.1 Every effort shall be made to limit the number of unit members required to travel to other sites within a year.

9.5.2.2.2 If itinerant unit members must travel between sites, members at the affected site shall be asked to volunteer. If there are no volunteers, the least senior member shall be selected to travel.

9.5.3 Sections shall consist of fifty (50) minute blocks for forty-five (45) minute preps. They shall be arranged so that elementary preparation teachers have time between classes.

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 dollars (\$13)~~ **nineteen dollars (\$19)** per day for each student over the limit.

9.6.2 In recognition of the additional responsibilities of exceeding the caseload maximum, the RSP teacher and administrator will confer to determine reasonable workload relief measures. Such measures may include, but shall not be limited to, release time, additional paraeducator support, adjunct duty credit, or other mutually agreed-upon supports related to IEP preparation, meetings, and service coordination.

9.6.23 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.

9.6.34 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.

9.7 Caseload for SDC teachers

9.7.1 Students caseloads for SDC teachers including regionalized programs (TAP, FA, PERL) 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)~~ **nineteen dollars (\$19)** per day for each student over the limit.

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9.7.2 Student caseloads for SDC teachers including regionalized programs (TAP, FA, PERL) 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 fifteenth (15th) student shall be without unit member consent, and the sixteenth (16th) student shall be with unit member consent. The SDC teacher shall choose one (1) of the following: be compensated in the amount of two-hundred fifty dollars (\$250) per student for each student assigned in excess of the maximum caseload of fourteen (14) or with an additional one (1) release day per additional student. Compensation (or release time) shall be prorated for any student assigned for less than a full school year and calculated based on the ratio of instructional days the student is assigned to the total number of instructional days in the school year.

9.7.2.1 In recognition of the additional responsibilities of exceeding the caseload maximum, the SDC teacher and administrator will confer to determine reasonable workload relief measures. Such measures may include, but shall not be limited to, additional release time, additional paraeducator support, adjunct duty credit, or other mutually agreed-upon supports related to IEP preparation, meetings, and service coordination.

9.8 District Supported IEP Meetings

9.8.1 Due to the nature of the workload, unit member case managers with three (3) or more IEP meetings for the same student in a school year, which require support from the District Special Education department due to individuals directly involved in the case that have filed frivolous CDE complaints (more than one complaint where the District was found in compliance on all items by CDE in the past 5 years), shall receive one (1) of the following options:

9.8.1.1 compensated for the additional workload generated with a yearly stipend of two thousand dollars (\$2000) and additional supports that may include additional release time

or

9.8.1.2 receive direct case management support from the District Special Education department, included but not limited to, leading the IEP meetings, scheduling meetings, and finalizing IEP documentation.

~~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.~~
- ~~9.8.8 At the secondary level, reasonable effort shall be made to limit the number of students in a single class period to fifteen (15) for Blended Model Special Education teachers.~~

9.9 Co-Teaching (Secondary)

Co-teaching shall be defined as two (2) unit members (one (1) general education teacher and one (1) special education teacher) teaching and co-planning one (1) class period. Co-teaching is voluntary for all unit members and shall be with site administration approval. Co-teachers shall collaborate with each other on the shared workload for the class.

9.9.1 The co-teaching class period shall have no more than thirty-six (36) students.

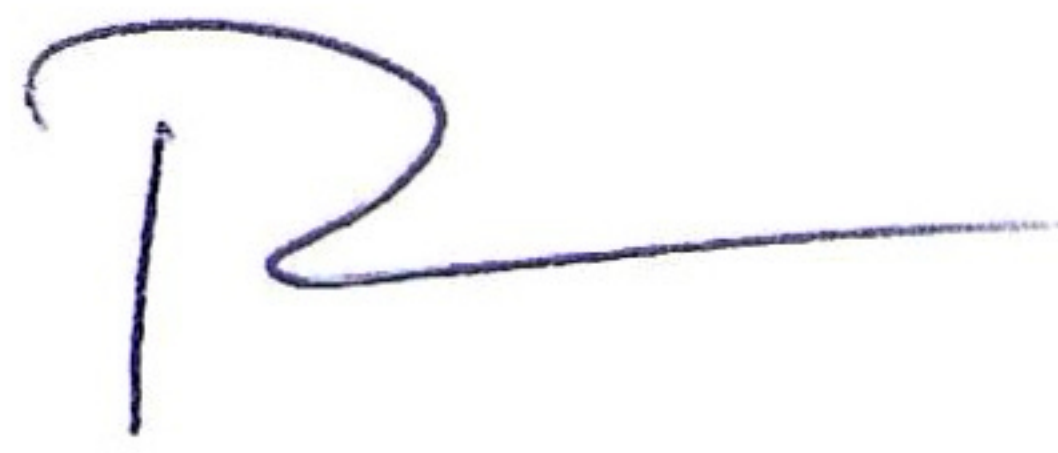
9.9.2 The co-teaching class period shall not have more than twelve (12) students participating as part of their special education services. In unusual circumstances, with unit members' consent, the twelve-student limit may be increased by ~~one (1)~~ **three (3)** students. The unit members shall be compensated the amount of ~~four dollars (\$4)~~ **six dollars (\$6)** per day per unit member for each student over the cap. The remainder of the students in the class shall be representative of the site's student population.

9.9.3 Preliminary and ongoing support for successful co-teaching shall be provided to unit members.

9.9.4 ~~Reasonable~~ **Every** effort shall be made to provide a common preparation period for co-teachers of the same class period. **If a common preparation period for co-teachers cannot be established, then release time and/or compensation for additional meeting time outside of the duty day shall be provided in collaboration with the site administrator.**

9.9.5 When one (1) or more of the co-teachers have a substitute, reasonable effort shall be made to provide paraprofessional help during the co-teaching class period.

9.10 Any compensation for class cap and/or caseload overages (i.e. article 9.2.3, etc.) shall be paid in one lump sum on the unit member's last pay warrant on an annual basis.



David Robertson
VUSD Assistant Supt. of Human Resources



Megan Morris
VTA Bargaining Chairperson

3-9-26

Date