



Calaveras Unified School District

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September 20, 2016

The Calaveras Unified School District and the Calaveras Unified Educators Association met on September 15, 2016 at 9:00 am the district office. Below is a summary of areas agreed upon and areas still subject to further negotiations. The full details of current proposals from both parties are attached. Present were

CUEA: Annie Aquino, CUEA Representative; Dawn England, Valley Springs Elementary School; Sharon Schlegelmilch, Jenny Lind Elementary School; and Robert Wise, Elementary Music.

District: Cassandra Booth, Director of Fiscal Services; Kathy Griggs, Director of Personnel; Tessie Reeder, Transportation Supervisor; Amy Hasselwander, Principal, Toyon Middle School; and Ric Stitt, Chief Technology Officer

Areas of Agreement

Article 7: Class Size---agreement to list Transitional Kindergarten in all contract language

Article 11: Working Conditions---agreement to negotiate the school calendar for the 2017/18 year

Article TBD: Teacher on Special Assignment (TOSA)---agreement that TOSA's shall not supplant administration at IEP or other meetings, to Section 1 (duties), Section 2 (work calendar and compensation), Section 3 (criteria to apply) and Section 5 (criteria to return to teaching position)

Areas Still to Negotiate

Article 7: Class Size---combination classes, Special Education caseloads, class size criteria, compensation for class size overages—criteria and process

Article 10: Compensation---salary, benefits, stipends, intern salary, one time monies

Article 11: Working Conditions---Kindergarten assignments, professional development, school closures due to natural disasters, school safety

Our next scheduled session is Monday, October 24, 2016, 9:00 AM at the CUSD District Office .We look forward to further exchanges of information and perspective and progress moving forward.

Respectfully,

Mark Campbell
Superintendent

District Counter to CUEA 2016-17 Agreement
Separated Proposal Language for 9/15/16 Meeting

List TK in all language in contract

District Response on May 31, 2016 Meeting:

Response: Based on proposed legislation to eliminate transitional kindergarten programs, the District will readdress this language when the legislation is settled.

9/15/16 – District Response:

District agrees to review the CBA and add “transitional” to all references to Kindergarten as applicable.

Payment for Exceeding Limits (Overages)

If the enrollment exceeds the maximum, the teacher shall be compensated for each additional student at a three and one-half percent (3-1/2%) factor of that teacher's salary as specified below:

At the beginning of the school year, the District will have thirteen (13) instructional days to make adjustments without paying any overage payments. Beginning with the fourteenth (14th) day, overages will be paid to the instructor retroactive to the first day of the overage.

At the beginning of any other semester, at the high school level, the District has ten (10) instructional days to make adjustments without paying any overage payments . Beginning on the eleventh (11th) day, overages will be paid to the instructor retroactive to the first day of the overage.

At any other times of the year, overage payments will be begin on the eighth (8th) instructional day of the overage, retroactive to the first day of the overage.

High School teachers, including but not limited to those working a block schedule, will be paid the correct proportional rate of 3.5% of the teacher's per diem rate, per student, per day for overages.

District Response on May 31, 2016 Meeting:

Response: The District agrees to negotiate new language for response to class overages; however, requires additional time for this item. The District will provide a written counter at the next scheduled negotiation session.

9/15/16 - District Language Proposal:

After 10 instructional days, eligible teachers may file to initiate the process of addressing class size/student contact overages.

Class size and student contact data will be compiled and averaged at the end of each semester (December and June).

Teachers with average class sizes of 31 (Elementary) or student contacts of 181-189 (Middle School/High School) are eligible for 12 hours of compensation, per semester (based upon the applicable Certificated Hourly Salary Schedule as outlined in the CUEA contract).

Teachers with average class sizes of 32 students or more (Elementary) or student contacts above 190 are eligible for 40 hours of compensation, per semester (based upon the applicable Certificate Hourly Salary Schedule as outlined in the CUEA contract)

Eligible Teachers will receive their due compensation, upon submission of a time sheet, after the end of each semester.

Special Education - Individuals with Exceptional Needs

For every two (2) pupils identified as an IWEN (Individuals with Exceptional Needs), who are either enrolled at the secondary level or assigned at the elementary level to a regular classroom for at least 20% of the day, the limits in Section 2.3 shall be reduced by one (1).

This provision does apply to assignment of all special day students to the regular classroom teacher, and to students designated as "watch and consult." This provision does not apply to "DIS" (designated instruction and services) students.

The number of IWENs in any regular teacher's class shall not exceed twenty-five percent (25%) of the "Maximum Class Size" listed in Section 2.3 herein. If the 25% limit is exceeded, the payment provisions of 2.4 shall apply to any overage.

Special Day Classes shall average no more than twelve (12) pupils, and shall have a maximum of fourteen (14) pupils. Resource Specialist Programs shall have a maximum of twenty-eight (28).

District Response on May 31, 2016 Meeting:

Response: The District agrees to consider new language for this item; however, requires additional time. The District will provide a written counter at the next scheduled negotiation session.

9/15/16 – District Response:

Regarding the first three sections of language proposed, the District has no counter language as the proposed considerations would constitute student discrimination based upon a handicapping condition.

Regarding section four, clarification is needed to determine whether language is referring to class size or caseload. Article VII in the CUEA agreement already contains language regarding class size. Furthermore, Ed Code Section 56362, outlines language for Resources Specialist Program caseload.

Working Conditions

CUEA proposes to clarify compensation for bargaining unit members who present for staff development, and for those who attend staff development outside the work day.

11.1.4 Any bargaining unit member who presents for a district staff development opportunity shall be compensated at the rate of one day of per diem pay per staff development meeting presentation. TOSAs shall not be eligible for additional compensation for presentations..

Bargaining unit members who are required to attend staff development activities outside of their work day will be compensated for the time spent at their per diem or hourly rate. **Response:** This is an area that will require more time to develop a counter proposal.

9/15/16 – District Response:

After further consideration the District feels this is already covered under the CBA Section 11.1.3 as well as 11.1.4. Additionally, standard procedures will be established among site administrators to establish the

time requirement for the development of staff required presentations specific to staff development activities.

Exhibit 1

Article 7 Class Size

CUEA proposes to clarify and improve language related to excessive class sizes and overages, including compensation.

List TK in all language in contract.

No combination class should have more than two grade levels to ensure students receive an adequate education. Those combination classes with more than two grade levels will be given an additional 0.5 FTE, for a total of 1.5 FTE certificated staff in said combo. This article is not subject to the waiver article in this contract.

No Special Education unit member will have a caseload that exceeds 14 SDC students, nor 28 for RSP.

Payment for Exceeding Limits (Overages)

If the enrollment exceeds the maximum, the teacher shall be compensated for each additional student at a three and one-quarter percent (3.25%) factor of that teacher's salary as specified below:

At the beginning of the school year, the District will have thirteen (13) instructional days to make adjustments without paying any overage payments. Beginning with the fourteenth (14th) day, overages will be paid to the instructor retroactive to the first day of the overage.

At the beginning of any other semester, at the high school level, the District has ten (10) instructional days to make adjustments without paying any overage payments. Beginning on the eleventh (11th) day, overages will be paid to the instructor retroactive to the first day of the overage.

At any other times of the year, overage payments will begin on the eighth (8th) instructional day of the overage, retroactive to the first day of the overage.

High School teachers, including but not limited to those working a block schedule, will be paid the correct proportional rate of 3.25% of the teacher's per diem rate, per student, per day for overages.

Special Education - Individuals with Exceptional Needs

For every two (2) pupils identified as an IWEN (Individuals with Exceptional Needs), who are either enrolled at the secondary level or assigned at the elementary level to a regular classroom for at least 20% of the day, the limits in Section 2.3 shall be reduced by one (1).

This provision does apply to assignment of all special day students to the regular classroom teacher, and to students designated as "watch and consult." This provision does not apply to "DIS" (designated instruction and services) students.

The number of IWENs in any regular teacher's class shall not exceed twenty-five percent (25%) of the "Maximum Class Size" listed in Section 2.3 herein. If the 25% limit is exceeded, the payment provisions of 2.4 shall apply to any overage.

Special Day Classes shall average no more than twelve (12) pupils, and shall have a maximum of fourteen (14) pupils. Resource Specialist Programs shall have a maximum of twenty-eight (28).

Article 10 Compensation

CUEA proposes a \$100 per month/\$1200 per year increase to the district's health benefits' contribution.

CUEA proposes an ongoing increase to the salary schedule of 9.5%

CUEA proposes language for stipends: Elementary Band stipend moves from Group 4 to Group 3 on the Academic Stipend schedule; National Board Certification stipend at Group 3; and Special Education stipend at Group 2.

Eliminate the intern rate and place Intern credentials on Step 1, Column 1, at 100% of salary.

CUEA intends to clarify the additional dollar amount of compensation the CUEA bargaining unit will receive, generated by the language of section 10.5, for the 15-16 school year. This will require the parties to calculate the amount of monies received.

Article 11 Working Conditions

CUEA proposes to negotiate the school calendar for the 2017-18 school year.

CUEA proposes to clarify Kindergarten assignments.

11.2 Notwithstanding the length of the Kindergarten school day, all Kindergarten assignments shall be 1.0 FTE.

CUEA proposes to clarify compensation for bargaining unit members who present for staff development, and for those who attend staff development outside the work day.

11.1.4 Any bargaining unit member who presents for a district staff development opportunity shall be compensated at the rate of three hours preparation pay, at their hourly rate, for every one hour of staff development meeting presentation. TOSAs shall not be eligible for additional compensation for presentations.

CUEA proposes new language to address school closures due to natural disasters.

No bargaining unit member shall lose any compensation or earned leave time due to a school closure caused by either natural disaster or administrative decision.

CUEA proposes a new section to address School Site Safety.

- 1.1.1.1 The Association shall appoint _____ representatives to the District Safety Committee established to implement the provisions of Labor Code 6401.7. Association representatives shall receive release time or their hourly rate of pay for committee work. The District Safety Committee shall also formulate a plan for developing disaster preparedness.
 - 1.1.1.1.1 Copies of the plan will be distributed to each bargaining unit member and additional copies will be provided to the Association upon request.
 - 1.1.1.1.2 The District is responsible for coordinating contact with outside agencies, maintenance of Emergency Procedures Manuals, policy development and review (as recommended by the District Safety Committee), periodic training (as recommended by the District Safety Committee), equipment maintenance, coordination of emergency evacuation drills, maintenance of worksite safety supplies, and maintenance of worksite safety devices.
 - 1.1.1.1.3 In addition to and in compliance with the responsibilities as outlined in the above sections, the committee shall develop provisions that address:
 - 1.1.1.1.3.1 The utilization of State funds pursuant to Education Code Sections 32228.1 and 32228.2.
 - 1.1.1.1.3.2 The development of programs that will teach pupils and teachers techniques for identifying and resolving conflicts without violence.
 - 1.1.1.1.3.3 The development and implementation of training programs for school staff and administrators to support and promote conflict resolution and mediation techniques for resolving conflicts between and among pupils.
 - 1.1.1.1.3.4 Providing schools/sites with personnel, including, but not limited to, licensed or certified school counselors, social workers, nurses and psychologists who are trained in conflict resolution. Law enforcement personnel hired shall be sworn peace officers.
 - 1.1.1.1.3.5 The purchase of communication devices, the distribution of said devices and instruction for their use to support any plans or programs pursuant to this article.
 - 1.1.1.1.3.6 The development and implementation of staff development programs for school staff to learn to identify at-risk pupils, communicate effectively with such pupils and refer such pupils to appropriate school-community relationships.
 - 1.1.1.1.3.7 The establishment of cooperative arrangements with local law enforcement agencies for appropriate school-community relationships.
 - 1.1.1.1.3.8 Requesting from the District data and information that would contribute to the implementation of this article, and to meet the

goal of providing for safe schools and the prevention of violence among pupils.

- 1.1.2 A bargaining unit member may refuse any directions that she/he feels could reasonably endanger anyone's life, safety and/or welfare. No bargaining unit member shall be required to perform duties that would or possibly could endanger one's life, safety or welfare unless a state of emergency has been declared by a government entity having the authority to do so and the bargaining unit member has been pressed into service as a "disaster service worker" under Government Code Section 3100 by a person having the authority to command citizens in the execution of her/his duties. Bargaining unit members may refuse any direction by person(s) until adequate proof of their authority is provided.
- 1.1.3 In the event of an emergency closure of District facilities, including but not limited to natural disaster, quarantine, or government order, unit members shall receive their daily rate of pay and benefits. If make-up days are required by law, the District shall negotiate said days with the Association.
- 1.1.4 The District shall provide each classroom and major work area with first aid kits containing rubber gloves, mouth-to-mouth breathers, first aid book, flashlight, basic first aid supplies, and other items which may be unique to a work location such as a portable ladder, bull horn, am/fm radio, 100 to 1000 feet of line (for use in smoke filled halls or dark buildings), blankets, water, and food packages.
- 1.1.5 Each classroom and major work area shall have a telephone with monitored central office intercom service and an outside line. The intercom shall be used only for emergency purposes or special announcements. Intercoms and television cameras used for communications and monitoring safety conditions shall not be used for the purposes of evaluation, discipline, or discharge of unit members. Further, at the unit member's request, the unit member shall be provided a portable emergency alert device, such as a "panic button" for use during the workday.

New Article Teachers on Special Assignment**ARTICLE ?****TEACHERS ON SPECIAL ASSIGNMENT**

A Teacher on Special Assignment may not fulfill the role of a supervisory employee, meaning having the authority to evaluate, hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward or discipline other employees, or the responsibility to assign work to and direct them, or to adjust their grievances, or effectively recommend such action, if, in connection with the foregoing functions, the exercise of that authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

TOSAs shall not supplant administration at IEP and other meetings.

If at the end of one year, there is no open position at the school or department due to a decrease in staffing allocation, the TSA will become a part of the staff members considered for involuntary transfer based on criteria established herein.

Limit of 2 TOSAs, districtwide, per year.

1. A Teacher on Special Assignment is a teacher who performs teaching-related duties outside the classroom in a position other than a classroom teaching assignment. Duties shall include but may not be limited to supporting other teachers in the implementation of new curriculum and teaching methodologies, demonstration lessons, data review, assessment development, use of technology and other classroom support. In no case shall duties include evaluation or supervision of another bargaining unit member. Teachers on Special Assignment shall not be counted in the normal student to teacher ratios that govern class size averages and caps.
2. Teachers on Special Assignment shall work the same contractual day and year as a regular teacher and be paid the same as a regular teacher according to the district's salary schedule. A TOSA may be paid a per diem rate for up to an additional five (5) days per year beyond the regular contractual year and may be scheduled for five (5) flex days during the year.
3. Teacher on Special Assignment positions shall be posted for all employees at all sites in order that all qualified bargaining unit members may apply. Unit members must be of permanent status with at least 5 years of classroom experience.
4. The term of a Teacher on Special Assignment will be a maximum of 3 years pending positive yearly evaluations. The term of a TOSA may be extended by mutual agreement between the District and CUEA.
5. After completion of a term as a Teacher on Special Assignment, the bargaining unit member shall be placed back in a position in the District as similar as possible to the position which they left.

Calaveras Unified School District (CUSD)
Calaveras Unified Educators Association (CUEA)
District Counter 2:00 pm
September 15, 2016

Article 7 **Class Size**

CUEA proposes to clarify and improve language related to excessive class sizes and overages, including compensation.

CUEA Proposal: List TK in all language in contract.

CUSD Response: CUSD agrees to list TK in all contract language.

CUEA Proposal: No combination class should have more than two grade levels to ensure students receive an adequate education. Those combination classes with more than two grade levels will be given an additional 0.5 FTE, for a total of 1.5 FTE certificated staff in said combo. This article is not subject to the waiver article in this contract.

CUSD Response: CUSD is not in a fiscal position to meet this request.

CUEA Proposal: No Special Education unit member will have a caseload that exceeds 14 SDC students, nor 28 for RSP.

CUSD Response: CUSD proposes that caseloads for SDC and RSP students will not exceed what is allowed by law. (Ed Code Section 56362)

Payment for Exceeding Limits (Overages)

CUEA Proposal: If the enrollment exceeds the maximum, the teacher shall be compensated for each additional student at a three and one-quarter percent (3.25%) factor of that teacher's salary as specified below:

At the beginning of the school year, the District will have thirteen (13) instructional days to make adjustments without paying any overage payments. Beginning with the fourteenth (14th) day, overages will be paid to the instructor retroactive to the first day of the overage.

At the beginning of any other semester, at the high school level, the District has ten (10) instructional days to make adjustments without paying any overage payments. Beginning on the eleventh (11th) day, overages will be paid to the instructor retroactive to the first day of the overage.

At any other times of the year, overage payments will begin on the eighth (8th)

instructional day of the overage, retroactive to the first day of the overage.

High School teachers, including but not limited to those working a block schedule, will be paid the correct proportional rate of 3.25% of the teacher's per diem rate, per student, per day for overages.

CUSD Response: District proposes that discussions related to compensation for exceeding limits (overages) be withdrawn until mutually agreeable class size language is negotiated.

Special Education - Individuals with Exceptional Needs

CUEA Proposal:

For every two (2) pupils identified as an IWEN (Individuals with Exceptional Needs), who are either enrolled at the secondary level or assigned at the elementary level to a regular classroom for at least 20% of the day, the limits in Section 2.3 shall be reduced by one (1).

This provision does apply to assignment of all special day students to the regular classroom teacher, and to students designated as "watch and consult." This provision does not apply to "DIS" (designated instruction and services) students.

The number of IWENs in any regular teacher's class shall not exceed twenty-five percent (25%) of the "Maximum Class Size" listed in Section 2.3 herein. If the 25% limit is exceeded, the payment provisions of 2.4 shall apply to any overage.

CUSD Response: District proposes that students with exceptional needs not be counted differently.

CUEA Proposal: Special Day Classes shall average no more than twelve (12) pupils, and shall have a maximum of fourteen (14) pupils. Resource Specialist Programs shall have a maximum of twenty-eight (28).

CUSD Response: District has proposed discussion for establishing mutually agreeable class size language.

Article 10 Compensation

CUEA Proposal: CUEA proposes a \$100 per month/\$1200 per year increase to the district's health benefits' contribution.

CUSD Response: District proposes keeping the benefit cap at \$775 per month.

CUEA Proposal: CUEA proposes an ongoing increase to the salary schedule of 9.5%

CUSD Response: The District proposes keeping the existing Certificated salary schedule.

CUEA Proposal: CUEA proposes language for stipends: Elementary Band stipend moves from Group 4 to Group 3 on the Academic Stipend schedule; National Board Certification stipend at Group 3; and Special Education stipend at Group 2.

CUSD Response: The District proposes keeping the current Certificated stipend salary schedule.

CUEA Proposal: Eliminate the intern rate and place Intern credentials on Step 1, Column 1, at 100% of salary.

CUSD Response: The District proposes keeping the current Certificated salary schedule.

CUEA Proposal: CUEA intends to clarify the additional dollar amount of compensation the CUEA bargaining unit will receive, generated by the language of section 10.5, for the 15-16 school year. This will require the parties to calculate the amount of monies received.

CUSD Response: The District maintains the language as outlined in section 10.5 of the CBA is not applicable to any funds received in the 2015-16 school year. The District further proposes to eliminate this language.

Article 11 **Working Conditions**

CUEA Proposal: proposes to negotiate the school calendar for the 2017-18 school year.

CUSD Response: The District agrees to negotiate the school calendar for the 2017-18 school year.

CUEA Proposal: CUEA proposes to clarify Kindergarten assignments.

11.2 Notwithstanding the length of the Kindergarten school day, all Kindergarten assignments shall be 1.0 FTE.

CUSD Response: The District proposes deleting section 11.2 from the CBA.

CUEA Proposal: CUEA proposes to clarify compensation for bargaining unit members who present for staff development, and for those who attend staff development outside the work day.

11.1.4 Any bargaining unit member who presents for a district staff development opportunity shall be compensated at the rate of three hours preparation pay, at their hourly rate, for every one hour of staff development meeting presentation. TOSAs shall not be eligible for additional compensation for presentations.

CUSD Response: The District proposes 11.1.4 Any bargaining unit member who presents for a district staff development opportunity shall be compensated up to three hours preparation time, based upon the Certificated Hourly Salary Schedule, for every one hour of staff development presentation. TOSAs shall not be eligible for additional compensation for presentations.

CUEA Proposal: CUEA proposes new language to address school closures due to natural disasters.

No bargaining unit member shall lose any compensation or earned leave time due to a school closure caused by either natural disaster or administrative decision.

CUSD Response: The District will work with the Policy Committee to develop a board policy which will address this issue for all employees.

CUEA Proposal: CUEA proposes a new section to address School Site Safety.

- 1.1.1.1 The Association shall appoint ____ representatives to the District Safety Committee established to implement the provisions of Labor Code 6401.7. Association representatives shall receive release time or their hourly rate of pay for committee work. The District Safety Committee shall also formulate a plan for developing disaster preparedness.
 - 1.1.1.1.1 Copies of the plan will be distributed to each bargaining unit member and additional copies will be provided to the Association upon request.
 - 1.1.1.1.2 The District is responsible for coordinating contact with outside agencies, maintenance of Emergency Procedures Manuals, policy development and review (as recommended by the District Safety Committee), periodic training (as recommended by the District Safety Committee), equipment maintenance, coordination of emergency evacuation drills, maintenance of worksite safety supplies, and maintenance of worksite safety devices.
 - 1.1.1.1.3 In addition to and in compliance with the responsibilities as outlined in the above sections, the committee shall develop provisions that address:
 - 1.1.1.1.3.1 The utilization of State funds pursuant to Education Code Sections 32228.1 and 32228.2.
 - 1.1.1.1.3.2 The development of programs that will teach pupils and teachers techniques for identifying and resolving conflicts without violence.
 - 1.1.1.1.3.3 The development and implementation of training programs for school staff and administrators to support and promote conflict resolution and mediation techniques for resolving conflicts between and among pupils.
 - 1.1.1.1.3.4 Providing schools/sites with personnel, including, but not limited to, licensed or certified school counselors, social workers, nurses and psychologists who are trained in conflict resolution. Law enforcement personnel hired shall be sworn peace officers.
 - 1.1.1.1.3.5 The purchase of communication devices, the distribution of said devices and instruction for their use to support any plans or programs pursuant to this article.
 - 1.1.1.1.3.6 The development and implementation of staff development programs for school staff to learn to identify at-risk pupils,

communicate effectively with such pupils and refer such pupils to appropriate school-community relationships.

1.1.1.1.3.7 The establishment of cooperative arrangements with local law enforcement agencies for appropriate school-community relationships.

1.1.1.1.3.8 Requesting from the District data and information that would contribute to the implementation of this article, and to meet the goal of providing for safe schools and the prevention of violence among pupils.

1.1.2 A bargaining unit member may refuse any directions that she/he feels could reasonably endanger anyone's life, safety and/or welfare. No bargaining unit member shall be required to perform duties that would or possibly could endanger one's life, safety or welfare unless a state of emergency has been declared by a government entity having the authority to do so and the bargaining unit member has been pressed into service as a "disaster service worker" under Government Code Section 3100 by a person having the authority to command citizens in the execution of her/his duties. Bargaining unit members may refuse any direction by person(s) until adequate proof of their authority is provided.

1.1.3 In the event of an emergency closure of District facilities, including but not limited to natural disaster, quarantine, or government order, unit members shall receive their daily rate of pay and benefits. If make-up days are required by law, the District shall negotiate said days with the Association.

1.1.4 The District shall provide each classroom and major work area with first aid kits containing rubber gloves, mouth-to-mouth breathers, first aid book, flashlight, basic first aid supplies, and other items which may be unique to a work location such as a portable ladder, bull horn, am/fm radio, 100 to 1000 feet of line (for use in smoke filled halls or dark buildings), blankets, water, and food packages.

1.1.5 Each classroom and major work area shall have a telephone with monitored central office intercom service and an outside line. The intercom shall be used only for emergency purposes or special announcements. Intercoms and television cameras used for communications and monitoring safety conditions shall not be used for the purposes of evaluation, discipline, or discharge of unit members. Further, at the unit member's request, the unit member shall be provided a portable emergency alert device, such as a "panic button" for use during the workday.

CUSD Response: The District agrees to form a Safety Committee that includes representatives from each stakeholder group, including CUEA.

New Article Teachers on Special Assignment

ARTICLE ? TEACHERS ON SPECIAL ASSIGNMENT

CUEA Proposal:

A Teacher on Special Assignment may not fulfill the role of a supervisory employee, meaning having the authority to evaluate, hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward or discipline other employees, or the responsibility to assign work to and direct them, or to adjust their grievances, or effectively recommend such action, if, in connection with the foregoing functions, the exercise of that authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

TOSAs shall not supplant administration at IEP and other meetings.

CUSD Response: The District agrees that TOSAs shall not supplant administration at IEP and other meetings.

CUEA Proposal: If at the end of one year, there is no open position at the school or department due to a decrease in staffing allocation, the TOSA will become a part of the staff members considered for involuntary transfer based on criteria established herein.

CUSD Response: The District proposes If at the end of a year, there is no open position at the school or department due to a decrease in staffing allocation, the TOSA will become a part of the staff members considered for involuntary transfer based on criteria established in Section 12.3.2 of the CBA.

CUEA Proposal: Limit of 2 TOSAs, districtwide, per year.

CUSD Response: The District position is that the number of TOSAs to be assigned is management's prerogative.

CUEA Proposal:

1. A Teacher on Special Assignment is a teacher who performs teaching-related duties outside the classroom in a position other than a classroom teaching assignment. Duties shall include but may not be limited to supporting other teachers in the implementation of new curriculum and teaching methodologies, demonstration lessons, data review, assessment development, use of technology and other classroom support. In no case shall duties include evaluation or supervision of another bargaining unit member. Teachers on Special Assignment shall not be counted in the normal student to teacher ratios that govern class size averages and caps.
2. Teachers on Special Assignment shall work the same contractual day and year as a regular teacher and be paid the same as a regular teacher according to the district's salary schedule. A TOSA may be paid a per diem rate for up to an additional five (5) days per year beyond the regular contractual year and

may be scheduled for five (5) flex days during the year.

3. Teacher on Special Assignment positions shall be posted for all employees at all sites in order that all qualified bargaining unit members may apply. Unit members must be of permanent status with at least 5 years of classroom experience.

CUSD Response: The District agrees to the language proposed in sections 1, 2, and 3

CUEA Proposal:

4. The term of a Teacher on Special Assignment will be a maximum of 3 years pending positive yearly evaluations. The term of a TOSA may be extended by mutual agreement between the District and CUEA.

CUSD Response: The District position is that the term of a TOSA is management's prerogative.

CUEA Proposal:

5. After completion of a term as a Teacher on Special Assignment, the bargaining unit member shall be placed back in a position in the District as similar as possible to the position which they left, based upon appropriate credentials and District needs.

CUSD Response: The District agrees to the language in Section 5.