



Calaveras Unified School District

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January 24, 2017

The Calaveras Unified School District and the Calaveras Unified Educators Association met on January 24, 2017 at 9:00 am the district office. Below is a summary of items to date both agreed upon and those still subject to further negotiations. The full details regarding respective proposals and counter-proposals appear below the summary.

Present were:

CUEA: Annie Aquino, CUEA-CTA Labor Representative; Dawn England, Valley Springs Elementary School; Sharon Schlegelmilch, Jenny Lind Elementary School; Karen Wallace, Calaveras High School and Robert Wise, Elementary Music.

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

Areas of Agreement (to date)

Article 7: Class Size--To list Transitional Kindergarten (TK) in the contract where applicable

Article 11: Working Conditions---to negotiate the district calendar for the 2017/18 school year, compensation for creating and presenting professional development

Article TBD: Teachers on Special Assignment (TOSA's)—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 of Progress (to date)

Article 7: Class Size---progress made on class size language and overage compensation criteria

Areas to Negotiate (to date)

Article 7: Class Size---language on combination classes, class size criteria

Article 10: Compensation---salary, benefits, stipends, intern salary, language regarding "new" monies

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

Respectfully,

Mark Campbell
Superintendent

Article X

10. Compensation

CUEA proposes the following increases to compensation:

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

An ongoing increase of 9.5% to all certificated salary schedules.

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.

ADD 10.2.8 to Article X

Elementary unit members asked to substitute for an absent unit member during the work day, shall be compensated at their certificated hourly rate, for every hour those students are in their class.

CUEA PROPOSAL 1-24-17

ARTICLE VII 7. CLASS SIZE

The District agrees to assign pupils in compliance with State law within the constraints of contract language, the Williams Act, financial resources and available facilities. The District further agrees to support the assignment of students within the District in such a manner as to equalize the teaching load within grade levels and/or subject matter areas insofar as possible.

General Education Classes

The class size limits for General Education students shall be:

TK and Kindergarten:	24 students
Grades 1 – 3:	24 students
Grades 4 – 6:	30 students
Grades 7 –12:	180 student contacts per day (<u>see exceptions in 7.2</u>)
Combination Classes:	<u>2 students fewer than others of the lowest grade in the classroom; in schools over 80 student enrollment, no combination class shall have more than two grade levels.</u>

Special Education Classes

The class size limits for Special Education classes are:
~~Infant/Preschool/SH-SDC/Multi-Handicapped/~~

Medically Fragile SH Severely Handicapped SDC	10 students
SH/ED/SDC SH SDC	13 students
Non-SH SDC	15 students
K-8 SDC	10-13 students
High School	12-15 students
Combination SDC/RSP	6 SDC/14 RSP (20 total maximum)
RSP	28 students (maximum 28)

~~DIS-24 unduplicated (55 duplicated)~~

7.1 Notwithstanding the foregoing limits, pupils shall not be placed in any classroom in larger numbers than the capacity of the teaching facility and or basic work stations ~~as mutually agreed upon by unit member, or his/her designee and building principal. Association representation will be available for~~

~~advisement.~~ A basic workstation is defined as an assigned location where a student normally spends the majority of class time performing the operational functions necessary to meet the performance objectives and goals of the course. Special education mainstream students will be counted as 1.5 students in the equation when determining class size limits for general education.

7.2. Exceptions to ~~recommended~~ class size maximums ~~may~~ will be physical education, band, orchestra, choir, and ~~other similar and possibly other classes.~~ ~~to be determined cooperatively by the site administrator and the unit member(s) involved.~~

7.3. ~~When classroom size, equipment, and furniture permit, class size maximums may be exceeded by providing additional teaching aide hours in accordance with District policy.~~

7.4. When class size exceeds the stated contractual limits above, the following procedure for overage payment shall be enacted:

- Class size/student contacts is based upon quarterly average enrollment.
- Teacher must submit a notice of intent to file a request for an overage payment within 10 school days of a class exceeding the class size maximum. The teacher need only file one notice of intent per school year.
- The District will inform those teachers that need to submit a timesheet at the end of each quarter as applicable.

OVERAGE PAY BANDS:

(Based on the applicable CUEA Certificated Salary Schedule)

Elementary class size

1 - 2 students over maximum	15 hours per quarter
3 – 4 students over maximum	25 hours per quarter
5 - 6 students over maximum	35 hours per quarter
7 – 8 students over maximum	45 hours per quarter
>8 students over maximum	55 hours per quarter

Secondary student contacts

1-5 students over maximum	10 hours per quarter
6-10 students over maximum	20 hours per quarter
11-15 students over maximum	30 hours per quarter
16-20 students over maximum	40 hours per quarter
21-25 students over maximum	50 hours per quarter
>25 students over maximum	60 hours per quarter

Delete Appendix A-12

CUSD Counter Proposal 1-24-17

To

CUEA PROPOSAL 1-24-17

ARTICLE VII

7. CLASS SIZE

The District agrees to assign pupils in compliance with State law within the constraints of contract language, the Williams Act, financial resources and available facilities. The District further agrees to support the assignment of students within the District in such a manner as to equalize the teaching load within grade levels and/or subject matter areas insofar as possible.

General Education Classes

The class size limits for General Education students shall be:

TK and Kindergarten:	24 30 students
Grades 1 – 3:	24 30 students
Grades 4 – 6:	30 students
Grades 7 –12:	180 student contacts per day (<u>see exceptions in 7.2</u>)
Combination Classes:	<u>2 students fewer than others of the lowest grade in the classroom; in schools over 80 120 student enrollment, no combination class shall have more than two grade levels.</u>

CUSD Response: *Proposes the changes as shown above. The annual cost of 24:1, TK-3, is estimated at \$768,000 per year, which the District cannot afford based upon current and projected fiscal conditions.*

Special Education Classes

The class size limits for Special Education classes are:
~~Infant/Preschool/SH-SDC/Multi Handicapped/~~

Medically Fragile SH Severely Handicapped SDC	10 students
SH/ED/SDC	
SH SDC	13 students
Non-SH SDC	15 students
K-8 SDC	10-13 students
High School	12-15 students
Combination SDC/RSP	6 SDC/14 RSP (20 total maximum)
RSP	28 students (maximum 28)
DIS 24 unduplicated (55 duplicated)	

CUSD Response: *The District agrees to the Special Education class size language as proposed.*

7.1 Notwithstanding the foregoing limits, pupils shall not be placed in any classroom in larger numbers than the capacity of the teaching facility ~~and or~~ basic work stations ~~as mutually agreed upon by unit member, or his/her designee and building principal. Association representation will be available for advisement.~~ A basic workstation is defined as an assigned location where a student normally spends the majority of class time performing the operational functions necessary to meet the performance objectives and goals of the course. Special education mainstream students will be counted as 1.5 students in the equation when determining class size limits for general education.

7.2. Exceptions to recommended class size maximums ~~may~~ will be physical education, band, orchestra, choir, and ~~other similar and possibly other classes. to be determined cooperatively by the site administrator and the unit member(s) involved.~~

7.3. ~~When classroom size, equipment, and furniture permit, class size maximums may be exceeded by providing additional teaching aide hours in accordance with District policy.~~

7.4. When class size exceeds the stated contractual limits above, the following procedure for overage payment shall be enacted:

- Class size/student contacts is based upon quarterly average enrollment.
- Teacher must submit a notice of intent to file a request for an overage payment within 10 school days of a class exceeding the class size maximum. The teacher need only file one notice of intent per school year.
- The District will inform those teachers that need to submit a timesheet at the end of each quarter as applicable.

CUSD Response: *The District agrees to the language in 7.1 through 7.4 as proposed.*

OVERAGE PAY BANDS: (Based on the applicable CUEA Hourly Certificated Salary Schedule)

Elementary class size

1 - 2 students over maximum	15 hours per quarter
3 – 4 students over maximum	25 hours per quarter
5 - 6 students over maximum	35 hours per quarter
7 – 8 students over maximum	45 hours per quarter
>8 students over maximum	55 hours per quarter

Secondary student contacts

1-5 students over maximum	10 hours per quarter
6-10 students over maximum	20 hours per quarter
11-15 students over maximum	30 hours per quarter
16-20 students over maximum	40 hours per quarter
21-25 students over maximum	50 hours per quarter
>25 students over maximum	60 hours per quarter

CUSD Response: *The District agrees to the class size overage pay bands with the change shown above.*

[CUEA Proposes] Delete Appendix A-12-13

CUSD Response: *CUSD agrees to delete Appendix A-13, once both parties agree on Article VII.*

Article X

10. Compensation

CUEA proposes the following increases to compensation:

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

CUSD Response: *Proposes no change to the District's health benefits contribution. The annual cost of the CUEA proposal is \$177,600 per year, which the District cannot afford based upon current and projected fiscal conditions.*

[CUEA proposes] An ongoing increase of 9.5% to all certificated salary schedules.

CUSD Response: *Proposes no change to all certificated salary schedules. The annual cost of the CUEA proposal is \$1.1 million per year, which the District cannot afford based upon current and projected fiscal conditions.*

[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 total costs to the district for this request is estimated at \$54,007 a year, which the district is unable to afford based upon current and projected fiscal conditions.*

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

CUSD Response: *The total costs to the district for this request based on our current number of interns, is estimated at \$40,364 a year, which the district is unable to afford based upon current and projected fiscal conditions.*

CUSD Response: *The total estimated costs of this section's request is \$1.3 million a year increase to the district's budget, which the district is unable to afford based upon current and projected fiscal conditions.*

[CUEA proposes] ADD 10.2.8 to Article X

Elementary unit members asked to substitute for an absent unit member during the work day, shall be compensated at their certificated hourly rate, for every hour those students are in their class.

CUSD Response: *Proposes no changes to Article X.*

CUSD - Other impacts:

The District must factor in the "me too" clause the district has with CSEA as outlined in the CBA; therefore the cost to the district for the \$100 addition to District's health benefits contribution is estimated at an additional \$163,200 per year for CSEA, which the district is unable to afford based upon current and projected fiscal conditions.

The District must factor in the "me too" clause the district has with CSEA as outlined in the CBA; therefore, the cost to the district for the 9.5% increase is estimated at \$605,000 a year for CSEA, which the district is unable to afford based upon current and projected fiscal conditions.

The total estimated cost to the district based on CUEA's proposal would be \$2.1 million per year, which includes CSEA "me too" impact.