



## Calaveras Unified School District

3304-B Highway 12  
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San Andreas, CA 95249  
(209) 754-2300

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May 31, 2016

The Calaveras Unified School District and the Calaveras Unified Educators Association met on May 31, 2016 at 9:00 am the district office. Present were

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

**District:** Kassandra Booth, Director of Fiscal Services; Kathy Griggs, Principal, Alternative Education; Tessie Reeder, Transportation Supervisor; Liz Stanko, Director of Personnel; and Ric Stitt, Chief Technology Officer

CUEA presented the following proposals to Article 7 – Class Size (Exhibit 1, attached):

- Language to add Transitional Kindergarten as a separate grade level in the contract
- Limiting combination classes to no more than two grade levels
- Limiting caseloads for SDC teachers to 14 and Resource teachers to 28
- Language regarding class size overage payments based on 3.5% of teacher salary per additional student
- Language to reduce class size by one student for every two students identified as Individuals with Exceptional Needs (IWEN) and to limit the number of IWEN students to no more than 25% of the class
- Language to limit Special Day Class size to 12 students and Resource Program class size to 28 students

CUEA presented the following proposals to Article 10 – Compensation (Exhibit 1, attached):

- Increase of \$100 per month/\$1,200 per year to the health benefits cap
- Ongoing increase to the salary schedule of 9.5%
- Changes to the stipend schedule: Elementary Band stipend moves from Group 4 to Group 8, per school site served, National Board Certification stipend at Group 3; and Special Education stipend at Group 2
- Eliminating the intern rate and placing Intern teachers on Step 1, Colum 1, at 100% of salary.
- CUEA also proposed calculating the amount of monies received by the District for the 2015-16 school year to determine any funds due the Unit per the language as outlined in section 10.5.

CUEA presented the following proposals to Article 11 – Working Conditions (Exhibit 1, attached):

- Negotiating the school calendar for 2016-17
- Clarifying that all kindergarten positions must be fulltime (1.0 FTE)
- Compensating one day of per diem pay for unit members who present a district staff development presentation, excluding teachers on special assignment.
- Compensating unit members required to attend staff development activities outside of their work day at their per diem or hourly rate.
- Language to specify that no unit member would lose any compensation or earned leave time due to a school closure caused by either natural disaster or administrative decision.

CUEA also proposed new language to address school safety (see Exhibit 1, attached)

CUEA proposed language for a new Article – Teachers on Special Assignment (see Exhibit 1, attached).

At 1:00 pm, the District presented its counter offers to the CUEA team (Exhibit 2, attached):

- Transitional Kindergarten: TK language to be revisited once the legislation has determined whether it will eliminate transitional kindergarten programs.
- Combination Class Limits: The District does not have the fiscal capacity to agree to language which would limit combination classes to only two grades.
- Special Education Caseloads: Current contract language already contains suggested language for special education class sizes. It's outlined on page 35 of the collective bargaining agreement and provides clear parameters for caseloads.
- Class Size Overages: The District agrees to negotiate new language for response to class overages; however, it requires additional time for this item. The District agreed to craft language to present at the next negotiation meeting. The District agreed to consider new language to address special education caseloads and will present a proposal at its next negotiation session.
- Compensation: The District cannot fiscally support a 9.5% salary increase or an increase of \$100 per month to the benefit cap. The District proposed keeping the stipend and salary schedule the same to include maintaining the current intern rate.
- Compensation from 2015-16: The District proposed eliminating the language in section 10.5 of the collective bargaining agreement.
- School Calendar: The District acknowledged CUEA's request to revisit the current process by which the calendar is negotiated effective with the 2017-18 school year.
- Kindergarten FTE: The District proposed deleting section 11.2 of the collective bargaining agreement which pertains to kindergarten.
- Professional Development Compensation: The District will need more time to process a response to CUEA's request for compensation for unit members who provide professional development presentations and compensation for time spent at required staff development activities.
- School Closure Language: The District will work with the Policy Committee to develop a board policy which will address school closures and how it impacts employees, i.e., leave time and compensation.
- School Safety Language: The District agreed to form a Safety Committee to address CUEA's proposal for school site safety. The Committee will include representatives from each stakeholder group including CUEA.

- Teachers on Special Assignment (TOSA): The District proposed the following changes to the TOSA language:
- 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~~ 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 ~~herein~~ in **Section 12.3.2 of the CBA**.
- ~~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~~ **3** 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 **based upon appropriate credential and District need**.

The next negotiations session has been scheduled for September 15, 2016 at 9:00 am at the District Office.



Mark Campbell, Superintendent

**Calaveras Unified Educators Association  
Proposal  
May 31, 2016, 9:00 AM**

**Article 7 – Class Size**

CUEA proposes clarifying and improving language related to excessive class sizes and overages, which included adding transitional kindergarten to contract language, no combination class having more than two grade levels to ensure students receive an adequate education, and no caseloads greater than 14 students for an SDC teacher and 28 for a Resource teacher.

To address class size overages, CUEA proposes using a 3.5% factor of the teacher's salary for each additional student exceeding the maximum class size.

CUEA proposes:

At the beginning of the school year, the District will have thirteen (13) instructional days to make adjustments without paying any overage payment. Beginning with the fourteenth (14<sup>th</sup>) 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 (11<sup>th</sup>) 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 (8<sup>th</sup>) 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 Special Education – Individuals with Exceptional Needs, CUEA proposes:

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 benefit contribution.

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

CUEA proposes changes to the stipend schedule: Elementary Band stipend moves from Group 4 to Group 8, per school site served, National Board Certification stipend at Group 3; and Special Education stipend at Group 2.

CUEA proposes eliminating the intern rate and placing Intern teachers on Step 1, Column 1, at 100% of salary.

CUEA proposes calculating the amount of monies received by the District for the 2015-16 school year to determine any funds due the Unit per the language as outlined in section 10.5.

## **Article 11 – Working Conditions**

CUEA proposes negotiating the school calendar for the 2016-17 school year.

CUEA maintains its understanding of the kindergarten language to be that all kindergarten positions must be a fulltime position (1.0 FTE).

CUEA proposes one day of per diem pay for unit members who present a district staff development presentation, excluding teachers on special assignment.

CUEA proposes compensating unit members required to attend staff development activities outside of their work day at their per diem or hourly rate.

CUEA proposes that no unit member would lose any compensation or earned leave time due to a school closure caused by either natural disaster or administrative decision.

CUEA proposes the following language 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  
CUEA proposes the following new article:

### **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 TOSA 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.

Exhibit 1



District Counter to CUEA 2016-17 Agreement  
May 31, 2016  
1:00 p.m.

### **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.

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

No combination class will have more than two grade levels to ensure students receive an adequate education. This article is not subject to the waiver article in this contract.

**Response:** The District does not have the fiscal capacity to agree to this language.

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

**Response:** The current contract language regarding suggested class sizes for special education, outlined on page 35 of the CBA, provides clear parameters for caseloads.

### **Payment for Exceeding Limits (Overages)**

**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.

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 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.

### **Special Education - Individuals with Exceptional Needs**

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.

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.

Response: The District proposes keeping the medical health cap at \$775 per month for the 2016-17 school year.

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

Response: The District proposes keeping the existing salary schedule for the 2016-17 school year.

CUEA proposes language for stipends: Elementary Band stipend moves from Group 4 to Group 8, PER SCHOOL SITE SERVICED, on the Academic Stipend schedule; National Board Certification stipend at Group 3; and Special Education stipend at Group 2.

Response: The District proposes keeping the existing stipend schedule for the 2016-17 school year.

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

Response: The District proposes keeping the current CUEA salary schedule for the 2016-17 school year.

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.

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 the language because it references Revenue Limit, which is not a component of the Local Control Funding Formula.¶

## **Article 11 Working Conditions**

CUEA proposes to negotiate the school calendar for the 2016-17 school year.

**Response:** The District acknowledges CUEA's request to revisit the current process by which we negotiate the calendar effective with the 2017-18 calendar.

CUEA proposes to clarify Kindergarten assignments.

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

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

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.

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.

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

CUEA proposes a new section to address School Site Safety.

**Response:** The District agrees to form a Safety Committee include representatives from each stakeholder groups, including CUEA.

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~~ 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 ~~herein~~ in Section 12.3.2 of the CBA.

~~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~~ 3 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 based upon appropriate credential and District need.:

Exhibit 2