



Calaveras Unified School District

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September 28, 2017

The Calaveras Unified School District and the Calaveras Unified Educators Association met on September 25th and 27th, 2017 at 3:30 PM at 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 formal written proposals and counter-proposals appear below the summary.

Present:

9/25

- **CUEA Team:** Lorraine Angel, Paul Barragan, Sharon Schlegelmilch, Dawn England, Robert Wise
- **CUEA Teachers/Representatives:** Renetta Hale, Shannon Kenney, Nadine Ost, Cindy Scroggs, Jamie Wilson, Michelle Boitano, Ryan Smith
- **District:** Cassandra Booth, Ric Stitt, Kathy Griggs, Mark Campbell

9/27

- **CUEA Team:** Lorraine Angel, Paul Barragan, Sharon Schlegelmilch, Dawn England,
- **CUEA Teachers/Representatives:** Renetta Hale, Nadine Ost, Cindy Scroggs, Michelle Boitano, Ryan Smith, Jade Long
- **Parents:** Lauren Millmore, Jamie Cole (as invited by CUEA)
- **District:** Cassandra Booth, Ric Stitt, Kathy Griggs, Mark Campbell

Summary of District's Last Formal Position on key issues (9/27)---class size language for 24:1 in grades TK-3 and 30:1 in grades 4-12, 2% salary increase (retroactive to 2016/17 and ongoing), CTE Teachers to 185 days/7 hours and increase to base salary for Interns (effective 2017/18)

Summary of CUEA's Last Formal Position on key issues (9/27)---class size language for 24:1 in grades TK-3 and 30:1 in grades 4-12, 6.5% salary increase (ongoing), CTE Teachers placed on CUEA Salary Schedule and increase to base salary for Interns (effective retroactively to 2016)

Areas of Agreement (to date)

- **Article 7: Class Size**--To list Transitional Kindergarten (TK) in the contract where applicable, language on class capacity, class sizes of 24:1 in TK-3
- **Article 11: Working Conditions**---to negotiate the district calendar, compensation for creating and presenting professional development, forming a districtwide joint safety committee to include CUEA representation
- **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 to Negotiate (to date)

- **Article 7: Class Size**---applicable hourly rate for overages
- **Article 10: Compensation**---salary, benefits, stipends, intern salary (although informal agreement), language regarding "new" monies
- **Article 11: Working Conditions**---Kindergarten assignments, school closures due to natural disasters and school safety committee (language on determining objective, function, process)
- **Article TBD: TOSA's**---number of TOSA's and length of term (although informal agreement)
- **Article TBD: Career Technical Education Teachers**---number of hours, number of days (although informal agreement here), placement on salary schedule (to be determined through process involving legal counsel)

Respectfully,

Mark Campbell
Superintendent
Calaveras Unified School District

All contract articles shall remain status quo, except for the following changes:

Article I – Agreement

1.2 This Agreement shall remain in full force and effect from July 1, ~~2014~~ 2016 until June 30, ~~2015~~ 2018, or until such time as a successor Agreement shall be ratified by both the District and the Association. **TA 9/27/17**

The parties shall annually meet no later than May each year to ~~agree upon~~ negotiate the school calendar for two (2) years from the current school year. **TA 9/27/17**

1.4 The District and the Association agree to reopen negotiations on the entire contract for the 2018/19 school year.

Article II - Recognition (from MOU dated November 17, 2016)

2.1 The District recognizes the Calaveras Unified Educators Association as the exclusive representative of all certificated bargaining unit members of the District, including all Career and Technical Education, Designated Instructional Services, and Regional Occupational Program credential holders. This representation excludes management, confidential, supervisory employees or employees who assume an evaluative role with the District as designated by the Board. **TA 9/27/17**

Article VII - Class Size

7.1 Class Size

The District agrees to assign pupils in compliance with State law within the constraints of the Collective Bargaining Agreement, 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.

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 in general education classrooms for more than 50% of the day will be considered in the equation when determining class size overall.

Class Size Maximums

Unless otherwise stated, the class sizes maximums shall become effective beginning July 1, 2017.

General Education Classes

The maximum class size limits for General Education students shall be:

TK. Kindergarten. Grades 1-3:	2016-2017	30 students
	2017-2018	28 students
	2018-2019	24 students

Grades 4-6 30 students

Grades 7-12 180 student contacts per day (see exceptions in 7.21)

Elementary Combination classes: 2 students fewer than others of the lowest grade in the classroom
9/27/17

Special Education Classes

The class size maximum limits for Special Education classes shall be:

<u>Medically Fragile Severely Handicapped SDC</u>	<u>10 students</u>
<u>SH/ED/SDC</u>	<u>13 students</u>
<u>Non-SH SDC</u>	<u>15 students</u>
<u>Combination SDC/RSP</u>	<u>6 SDC/14 RSP (20 total maximum)</u>
<u>RSP</u>	<u>28 students</u>

TA 9/27/17

7.2 Exceptions to ~~recommended~~ class size maximums ~~may~~ will be physical education, band, orchestra, choir and other similar classes, to be determined cooperatively by the site administrator and the unit member(s) involved.
9/27/17

~~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. 9/27/17~~

7.3 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 ten (10) school days of a class exceeding the class size maximum. The teacher need only file one (1) notice of intent per school year.
- The District will inform those unit members who need to submit a timesheet at the end of each quarter, as applicable.
- ~~Overage pay bands shall be paid at the top teachers' salary schedule hourly rate~~
- Overage pay bands shall be paid at the ~~Certificated~~ teacher's hourly salary ~~Schedule~~ rate as applicable.
9/27/17

~~7.4. When classroom size exceeds recommended levels established in Board Policy, the following procedure for resolution shall be enacted.~~

~~7.4.1. The unit member will notify site administrator in writing that class size has exceeded the recommended levels (Appendix A 13).~~

~~7.4.2. The situation will be reviewed by a committee consisting of the unit member, a union representative, the site administrator and a district office administrator appointed by the Superintendent. Other pertinent staff may be included by mutual agreement.~~

~~7.4.3. The committee's recommendation for resolution will be submitted to the Superintendent or designee, including timelines for implementation.~~

~~7.4.4. Upon receipt of the recommendation, the Superintendent shall have twenty (20) working days to render a decision and initiate a written plan with specific timelines. 9/27/17~~

Delete Appendix A-13 - Excessive Class Sizes TA 9/27/17

OVERAGE PAY BANDS: TA 9/27/17

Elementary class size:

<u>1-2 students over maximum</u>	<u>15 hours per quarter</u>
<u>3-4 students over maximum</u>	<u>25 hours per quarter</u>

<u>5-6 students over maximum</u>	<u>35 hours per quarter</u>
<u>7-8 students over maximum</u>	<u>45 hours per quarter</u>
<u>>8 students over maximum</u>	<u>55 hours per quarter</u>

Secondary student contacts:

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

9/27/17

Article 10: Compensation

Health and Welfare Benefits:

2016-17:

An ongoing increase of \$50 per month/\$600 per year increase to the district's health benefits contribution for the 2016-2017 school year, retroactive to July 1, 2016. No change to the current cap \$775 per month for district health benefits contribution. 9/27/17

2017-18:

Effective beginning July 1, 2017, an ongoing increase of \$50 per month/\$600 per year increase to the district's health benefits contribution bringing the insurance cap to \$875 a month. No change to the current cap \$775 per month for district health benefits contribution. 9/27/17

Appendix A-4 - Certificated Salary Schedule - All full-time teachers on Intern, Emergency, and/or Waiver credential documents will receive: (Intern rate is .8665511265% of BA, Step 1 Interns shall be placed on the Step 1. Column 1 at 100% of salary. Beginning in 2017-18, Intern rate to change to 93.3% of BA, Step 1. 9/27/17

Salaries

2016 17:

For the 2016/2017 school year, a retroactive salary increase of four percent (4%) shall be applied across the board to the salary schedules. Unit members shall be paid by the District no later than _____ for this retroactive increase. 2% one-time retro payment to bargaining unit members employed at the time of ratification of this agreement, which shall be paid one full payroll cycle following ratification of this agreement by both parties. Payment shall be based on 16/17 annual, contracted salary only. 9/27/17

2017-18:

Effective beginning July 1, 2017, a two and one-half percent (2.5%) increase shall be applied across the board to the salary schedules. 2% ongoing salary schedule increase applied to all CUEA salary schedules. 9/27/17

Stipends- Appendix A-7b - Academic Stipend Schedule: Elementary Band stipend shall be placed at Group 3. National Board Certification stipend shall be added to Group 3; and Special Education Stipend shall be added to Group 2 for unit members in a special education assignment. Academic Stipend Schedule Group 8 (i.e., Gate) increase to \$40 per event or activity. All other stipends to remain status quo. 9/27/17

40.2.8 Class Splitting - When A Unit Member Is Absent From His/Her Classroom: When a unit member is absent from his/her classroom, the District shall make every effort to find a substitute teacher. If the District is unable to secure a substitute teacher for a unit member who is absent and students are placed into another unit member's classroom or divided amongst two (2) or more unit members, those unit members who are assigned to receive the students shall be paid the highest substitute rate in addition to their regular salary. 9/27/17

10.5 Additional Compensation

The District proposes to replace the language in 10.5 as follows:

10.5 Following the approval of a TA, if an additional unrestricted state allocation is provided to the District for a year covered by the TA, the District agrees to automatically re-open salary and benefit negotiations. 9/27/17

Article 11 - New Section, School Safety
School Closures due to Natural disasters:

~~No bargaining unit member shall lose any compensation or earned leave time due to a school closure by either natural disaster or administrative decision. 9/27/17~~

The District and CUEA shall establish a joint Safety Committee with equal representation of CUEA unit members and management and the committee will include representation from all stakeholder groups. There shall be no less than (3) three CUEA-appointed unit members on the Committee. ~~The Committee shall have the authority to initiate review of the District's safety issues, safety plans, receive concerns and/or complaints, and receive information about safety issues. The Committee shall meet no less than five (5) times a year, and other times by mutual agreement. Decisions shall be mutual agreement between CUEA and the District.~~ The committee shall have the authority to define the scope of its work and meetings within the purpose of improving school safety and climate. 9/27/17

~~11.2 Kindergarten assignments: Notwithstanding the length of the Kindergarten school day, all Kindergarten assignments shall be 1.0 FTE. 9/27/17~~

New Article - Career Technical Education Unit Members

1. Career Technical Education (CTE) bargaining unit members are teachers who are credentialed to teach in one (1) or more Designated Subjects for Career Technical Education or as otherwise allowed by law, including enrollment into any intern program or other program designated to seek a credential. ~~Effective July 1, 2016, all CTE bargaining unit members will be placed on the main salary schedule.~~
2. CTE unit members who are hired after this agreement is ratified will be placed on the main salary schedule and not required to possess a BA.
- ~~3. CTE unit members who were hired before this agreement is ratified will be placed on the main salary schedule and are not required to possess a BA. If placement on the main salary schedule will result in a loss of pay, current CTE unit members will be placed at the next step and/or column up so they will not experience any loss of salary for the duration of their employment or until such time as the unit member obtains sufficient educational units in accordance with the CUEA contract to advance across the main salary schedule.~~
4. CTE unit members may advance across the salary schedule by participating in professional development activities related to the members' area of expertise or CTE credential. For the purpose of advancing across the salary schedule, 15 hours of professional development will be equivalent to one (1) unit of college credit. Professional development activities used for salary advancement must be pre-approved and the hours verified by the Superintendent or designee.
5. For CTE unit members, the basic workday will be the same as all other CUEA bargaining unit members. Included in this workday will be an instructional preparation period, and a 30-minute duty free lunch period. Unit members with less than 50% instruction time will not qualify for the preparation period. **The work year shall be the same as all other CUEA bargaining unit members. The CTE salary schedule shall be increased proportionally for the increased hours and days beginning on ratification of this agreement.**
6. CUSD agrees to immediately reopen negotiations on this CTE Article following the completion of its legal

review of Education Code requirements and case law applicable to this issue. 9/27/17

New Article - Teacher on Special Assignment (TOSA)

Teachers on special assignment who are funded through funds outside of the Local Control Funding Formula (LCFF) revenues that the District receives, may serve in their special assignment at the District's discretion.

Teachers on special assignment funded with Local Control Funding Formula (LCFF) unrestricted revenues will be limited to two (2) teachers' positions district-wide **for a maximum of two (2) years** so long as classroom student to teacher ratios are adhered to pursuant to the Association and District's MOU on teacher to student ratio.

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, supervise, 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 IEPs or other meetings.

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.
2. Teachers on Special Assignment shall not be counted in the normal student to teacher ratios that govern class size averages and
3. 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 salary schedule in the Collective Bargaining Agreement. 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.
4. Teacher on Special Assignment positions shall be posted at all sites in order that all qualified bargaining unit members may apply. Unit members must be of permanent status with at least five (5) years of classroom experience.
5. If at the end of one (1) 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 Collective Bargaining Agreement. 9/27/17