

Proposal for the Successor Agreement Between CVEA and CVUSD

Wednesday, September 27, 2017

Article XI.

**C.1.a. From August 1 through September 15
We have conceptual agreement with the above.**

Article X: Teacher Workday & Year

D. Teachers shall be given the opportunity to schedule and use planning time with their administrative unit. Such planning time shall have the approval of the site administrator. This planning time shall be part of the regular work day, and reflect no additional cost to the district.

1. Middle School (Prep Period)

- a. **There will be a limit of one Individual Educational Plan (IEP) Meeting for General Education Teachers during the week.**
- b. **There will be a limit of one coverage of another teacher's class due to substitute shortage/unavailability per week.**

2. Elementary School

- a. **During the contracted workday, when teachers are not with students and not doing District Mandated Professional Development, the agenda will be mutually agreed upon by the site administrator and the unit members.**

Article XI: Class Size & Balance

A. The Governing Board agrees to the following student class size limitations:

1. TK-3 and 3/4 combination class overall school site ratios shall not exceed 25 however, for those TK-3 classes for which the District does not receive class size reduction funds, the overall District ratio shall not exceed 30.
 - a. **When any General Education Class has ~~15%~~ 20% or more of students with an Individual Educational Plan (IEP) on a class roster, additional support by either a Special Education Classroom Assistant (SECA) or Unit Member will be given, in addition to any specified IEP support already in place.**
3. Beginning in the ~~2015-2016~~ **2018-2019** school year, should a middle school overall pupil-teacher ratio exceed 27.4 (equivalent to an average class size of 32.9), **or any individual 6-8 class size exceed 34**, or any individual 4-6 class size exceed 34, adjustments shall be made to lower class size. To calculate the average class size at the middle school: Multiply the overall pupil-teacher ratio by 6 and divide by 5.
 - a. **When any General Education Class has ~~15%~~ 20% or more of students with an Individual Educational Plan (IEP) on a class roster, additional support by either a Special Education Classroom Assistant (SECA) or Unit Member will be given, in addition to any specified IEP support already in place.**
4. Combination class sizes in grades 4-6 shall not exceed 31. Class size average will be computed without using other student personnel (counselors, ALC, student support, and resource).

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5. Beginning in the ~~2015-2016~~ **2018-2019** school year, Middle School PE classes shall have a class size maximum of 45 and a school site average of 40.
 - a. **When a Middle School PE Class has ~~15%~~ 20% or more of students with an Individual Educational Plan (IEP) on a class roster, one of the two options will occur:**
 1. Lowering the class roster by 15%.
 2. Additional support by either a Special Education Classroom Assistant (SECA) or Unit Member will be given, in addition to any specified IEP support already in place.
6. Beginning in the 2017-2018 school year,
 - a. **Special Day Classes shall have a class size maximum of the following:**
 1. Mild Special Day Class set at 16 students.
 2. Mild/Moderate Special Day Class set at 15 students.
 3. Moderate Special Day Class set at 14 students.
 4. Moderate/Severe Special Day Class set at 13 students.
 5. Severe Special Day Class set at 12 students.
 - b. **Education Specialist shall have a caseload maximum of the following:**
 1. Mild Special Day Class set at 16.
 2. Mild/Moderate Special Day Class set at 15.
 3. Moderate Special Day Class set at 14.
 4. Moderate/Severe Special Day Class set at 13.
 5. Severe Special Day Class set at 12.
 - c. **Resource Specialist shall have a caseload maximum of 28.**
 - d. **Speech & Language Pathologist shall have a caseload maximum of 50.**
 - e. **Counselor shall have a caseload maximum of 400 students.**
7. **When the Unduplicated Pupil Count at a school site is at 80% or higher, it triggers hiring an extra teacher regardless of class sizes. The extra teacher would be classroom support directly working with students as determined by the Site Administrator and the Unit Members. For the 2018-2019 school year, elementary and middle school sites with an unduplicated count of eighty percent (80%) or higher, based on data from December of the previous school year, shall receive one (1) additional FTE to provide increased unit member staffing resources. These supports may include lowering class size at grades TK-8, or providing additional supports or enrichment services directly to students. For the 2018-2019 school year, the decision shall be completed no later than June 1, 2018.**

Article XVII: Leaves with Pay

- K. **Parental Leave: After the birth, the unit member's leave shall be paid at the daily rate for up to three (3) calendar weeks from the date of birth, and shall not be deducted from the unit member's sick leave.**

Article XXI: Compensation – Salary & Medical Benefits

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A. Salary

The base of the 2017-2018 school year salary schedules shall be increased by 4.25% effective July 1, 2017.

H. Teachers shall be compensated for additional services performed beyond regular contract duties as follows:

The following changes would be made to the entire Article XXI Section H. **Hourly stipends to be calculated either at:**

- **Without students at 0.08% of Range 1 Step 1 (for example 0.08% of \$43,046 is \$34.44)**
- **With students at 0.1% of Range 1 Step 1 (for example 0.1% of \$43,046 is \$43.05)**

2. Teachers shall receive release time and/or a stipend as described below:

e. Special Assignment - School Level

Teachers serving additional days performing their regular duties with students, but not substituting, shall be paid at their salary schedule placement at a daily rate computed on a 183 work year basis.

Teachers utilized on non-contract days for the purpose of instructional planning shall be compensated at the rate of \$32 per hour.

Teachers assigned to 6th Grade Camp on nonduty days shall be paid at their daily rate. Teachers assigned to 6th Grade Camp on duty days shall be paid an additional \$100/day stipend per overnight stay. The stipend will be allocated to a maximum of one teacher per ~~forty (40)~~ **thirty (30)** students attending camp.

Teachers assigned to ASB and/or Yearbook shall be paid at their daily rate for activities that occur during nonduty hours which will not exceed 5% of their yearly salary.

Teachers assigned to Safety Patrol shall be paid at their daily rate for activities that occur during nonduty hours which will not exceed 5% of their yearly salary.

Other issues:

- Clean up contract language in Article XII: Inclusion of Students With Exceptional Needs (Student Education Matters (SEM) makes recommendations to the Bargaining Teams)
- MOU for the calendar every year (possible put in with Article XXVII: Reopener)
- MOU cleanup done at the end of an even school year
- Clean up contract language timelines dealing with posting of positions in Article IX: Transfers and Reassignments