

CERTIFICATED * CAUSE Proposal
Article 6: Compensation & Benefits
(Part A) Special Education (SPED) Focus

** CERTIFICATED Bargaining Cycle 2023-24 **

Submitted: June 3, 2024

1. The following proposal stands independent of and from other proposals that have been provided or will be provided in the future. This proposal is not intended to serve as either a comprehensive proposal for the 2023-24 bargaining cycle.
2. The Union will use the routine process of STRIKETHROUGHS (ex. ~~abcd~~ - for language we do not support) and **bolded & underlined** text for proposed new language we do support.
3. A summary of the Union's interests (per provision) have been provided and are highlighted in yellow.

Background:

Over the last several years, the CUSD Special Education Department has suffered from a severe transiency, resulting in a severe lack of uniformity and coordination. Although the SPED services provided to Elementary and Secondary SPED students may differ in regard to age appropriate academics and specific accommodations; the administrative systems, processes, and objectives remain similar.

Therefore, District SPED employees propose several improvements that reflect best-practices from within the CUSD, as well as those being used successfully in surrounding District's that share similar challenges and opportunities. These proposed improvements are not only designed to help SPED faculty and staff better support students and their families, which is the priority, they are designed to better support the mission and operations of the SPED Program and the District. Once implemented, they will create efficiencies across the system. These improvements are intended to systemize standards that will unify SPED employee experiences, organize administrative routines unique to the SPED Program, clarify routines and responsibilities, and minimize legal vulnerabilities, instability, and employee transiency in the District's SPED program.

CERTIFICATED Article 6: Compensation & Benefits

6.13 SPECIAL EDUCATION

Interest...

Additional compensation for SPED faculty (in the form of either release days, money, administrative support, or a combination of these options):

The unique responsibilities and qualifications of SPED faculty, warrant increased levels of support and compensation. The level of administrative duties and legal vulnerabilities (*for the faculty member & the District*) associated with the delivery of SPED's programmatic and instructional responsibilities, far exceeds those of the general education faculty member. As a result, CUSD's SPED program, employees, students, and their families have experienced severe disruption and/or significant legal vulnerabilities as a result. Not only has staffing at both the administrative and classroom level been an extreme challenge, but the conditions, workload, and lack of resources available have exacerbated said challenge.

Therefore, in an attempt to better serve SPED students and their families, by recruiting, hiring, and maintaining the human resources required to provide an effective SPED program, District employees propose increasing compensation levels to SPED faculty (as is the norm with SPED CLASSIFIED employees). Beyond the additional services SPED faculty provide District students and families, the increased compensation is warranted by the unique responsibilities SPED faculty are qualified to provide, as a result of the authorities associated with their SPED credential. Union Leadership believes that this will increase the efficacy of CUSD's SPED Program, which has an outsized impact on both general education classes and school climate, by increasing student academic achievement, student SAFETY, and programmatic consistency. Again, these proposals are intended to minimize the District's legal exposure and vulnerabilities associated with the current condition.

6.13.1 - SPED Faculty will receive ten (10) release days per year to perform the unique administrative duties their credentials authorize. Example of these duties are Triennial Assessments, IEP meeting coordination, IEP maintenance, alignment with General Education courses, and progress/grade reporting.

6.13.1.1 - SPED faculty will provide Site-Administration 48 hours notification prior to taking release days.

6.13.2 - SPED Faculty will receive a \$7,000 annual stipend, to perform the unique administrative duties their credentials authorize. Examples of these duties are Triennial Assessments, IEP meeting coordination, IEP maintenance, alignment with General Education courses, and progress/grade reporting.

6.13.3 - A new column will be developed on the CERTIFICATED Salary Schedule, which recognizes the increased and unique administrative duties authorized by the SPED credential. Example of these duties are Triennial Assessments, initial assessments, IEP meeting coordination, IEP maintenance, alignment with General Education courses & standards, and progress/grade reporting.

6.13.3.1 - This new column will establish that SPED Faculty will receive an additional 15% at each step on the schedule.

6.13.4 - If a teacher volunteers to provide training to CLASSIFIED IA's during their PLC time, the teacher will receive his/her/their hourly per diem rate for the training hours.

6.13.4.1 - Teachers who provide training in 24.4 (which pertains to CLASSIFIED Contract 16.5.1,) are responsible for resolving duties associated with their Department PLC time, at the convenience of the Department Chair.

6.13.5 - SPED Site-Schedule STIPEND: A STIPEND will be provided to the SPED Faculty member at each (secondary school-site) who voluntarily accepts responsibility for the developing, maintaining, and publishing a weekly School-Site Instructional Aide Schedule. At elementary school sites, the Site-Principal or Site-Principal's administrative designee will be responsible for the scheduling of Instructional Aides.

6.13.5.1 - The STIPEND will be no less than \$10,000

6.13.5.2 - The STIPEND will be provided in four (4) equal installments throughout the instructional year: in the August pay warrant, November pay warrant, February pay warrant, & May pay warrant.

6.14: SPED Substitute Teacher Pool

Interest...

Creation of a standing SPED Substitute pool:

Due to the unique social emotional, academic, and physical needs of SPED students, and the impact of consistency on their achievement, Union Leadership proposes the establishment of a permanent SPED substitute pool. Such a pool could provide the CUSD with a variety of benefits, while increasing the likelihood that students are more consistently in the care of familiar and knowledgeable adults. A permanent substitute pool allows pool employees to become more familiar with the SPED program, it's expectations, the variety of SPED environments in the District, and the faculty, support staff, & students themselves.

After demonstrating their effectiveness in this role over an established period of time (i.e. 90 days), employees would be provided slightly higher compensation opportunities than the routine District substitutes. This higher compensation level could be used to entice those who are qualified to perform in these roles, without requiring a formal SPED Credential; minimizing employee transiency and developing a pool of talent that could serve the District's more permanent / long-term hiring needs.

On any given day, the District experiences no less than **? CAUSE requests this data ?** absences associated with SPED faculty, and even more with general education faculty. This pool could go some distance to proactively filling what is a predictable and challenging condition on any given instructional day.

6.14.1 - The District will create a SPED substitute teacher pool, where employees are hired with the express purpose of providing roving coverage across District School sites. On a daily basis, employees will be directed to a given District school site/s, based on the District's determination of greatest need,

6.14.1.1 - Substitute teachers serving in the pool cannot be directed to more than two school sites on any given date.

6.14.1.2 - In the event there is no need for coverage in SPED Program classrooms or environments, the District may use the employee to cover general education classrooms or environments.

6.14.2 - Substitute teachers serving in the pool will be available to provide support in the case of teacher absence resulting from student assessments, IEP meetings, parent conferences, professional development, unexpected illness, jury duty, or the variety of other intermittent absences that occur in the course of a work-day.

6.14.3 - With the joint intent of maintaining qualified substitutes; after 90 days of service with the District, substitute teachers serving in the pool will receive access to District HEALTHCARE packages at the rates previously negotiated.

6.14.4 - With the joint intent of maintaining qualified substitutes; after 90 days of employment with the District, employees serving in the pool will be receive a pay increase of 15% above the current substitute rate.

6.14.5 - With the joint intent of maintaining qualified substitutes; after 90 days of employment with the District, employees serving in the pool will be receive access to Union membership.

6.14.6 - Employees serving in the pool are not required to possess any specific SPED credential, but must take part in all required training to participate in the pool.

6.14.7 - As the intent is not to replace permanent employee positions with employee pool substitutes, an employee serving in the substitute pool cannot serve in the same classroom beyond the duration of 2 months.

6.14.7.1 - By joint agreement, an employee serving in the substitute pool may serve

beyond the designated 2 months period only by documented joint agreement between CAUSE & the District.

Beyond the above proposals:

In the process of examining contractual improvements to better support the CUSD SPED Program, the Union explored other solutions that have a direct nexus to **ARTICLE 6: Compensation & Benefits**. These improvements impact the compensation and benefits employees receive, but some of the components of the proposals may more appropriately fall under other contract articles that are not currently opened during the 2023-24 bargaining cycle.

The Union is open to culling out those parts that have a direct nexus to **Article 6: Compensation and Benefits**, and including under that specific article. However, with joint agreement, the partners could open specific articles (*in very limited fashion*) to address the dual nature of some of these proposals more efficiently.

[Any references to CLASSIFIED Employees are only provided to help the parties better understand how the CLASSIFIED CBA may be used to resolve issues that arise in the construction of our CERTIFICATED proposals.]

[Any references to unopened CERTIFICATED Articles are only provided to help the parties better understand how the CERTIFICATED CBA may be used to resolve issues that arise in the construction of our open CERTIFICATED proposals.]

CERTIFICATED - Article 3: CLASS SIZE

Interest...

SPED Class Sizes & Caseloads:

Both the District and the Association have already recognized “that they have an interest in keeping class sizes as low as feasible.” They have already agreed “that class size is an important element in the learning of children and will dedicate their future efforts to maintaining and improving the quality of the District’s instructional programs.” There is also agreement that, “While there are many competing priorities for District resources, an important priority must be to retain the character of the community and the schools by making class size a continuing concern.” Similarly, the same logic applies to SPED caseloads.

The consideration of class size and caseloads, as they pertain to the SPED program and the FTE expectations of a SPED faculty member, are uniquely important. Basing class size and caseloads limits on those established by Ed. Code creates neither a realistic workload for a SPED FTE, nor does it serve District student achievement, nor the District’s achievement data, legal exposure, or school site climate.

3.1 - The District determines the numbers and types of classes/subjects that are scheduled. Within the following framework, specific class sizes are determined by the Superintendent in conjunction with the principals. CAUSE and the District believe that reasonable class size promotes effective instruction.

For extended day Kindergarten, the required class limit is 24 with an objective of 20:1 and an objective of 6 hours daily of IA time per class.

Class size limits are as follows:

Kindergarten * Regular class limit is 29 20-1 as set out above.

Grades 1-3 * Regular class limit is 30 20-1 as set out above.

Grades 4-6 * Regular class limit is 32

Grades 7-8 * Regular class limit is 35

Grades 9-12 * Regular class limit is 36 (with individual teacher average limit of 34)

Remedial classes class limit is 28 (with individual teacher average limit of 24)

3.1.1 - In Moderate / Severe classes, there should be 2 students to 1 adult, in addition to staff for any students with 1:1 support.

3.2 - The caseload cap on Moderate/Severe student-to-teacher ratio will match industry best-practices and recommendations: [reference: <https://www.cta.org/our-advocacy/class-size-matters>]

3.2.1 - Six (6) students for Autism

3.2.2 - Four to six (4-6) for Emotionally Disturbed

3.2.3 - Four to six (4-6) for vision challenges

3.2.4 - Six to eight (6-8) for orthopedic challenges and moderate to severe students

3.2.5 - Moderate-severe teachers shall only teach and case manage students with moderate-severe disabilities on their caseload and not surpass their caseload max

3.2.6 - If caseload number exceeds max limit, teacher shall be compensated \$100 amount per child per month.

3.2.7 - Class size for moderate-severe shall not exceed caseload max amount (8) for core subjects such as ELA/Math.

3.2.8 - Class size for moderate-severe whole group instruction such as workability/science shall not exceed 16 students.

3.3 - The cap on Mild / Moderate student-to-teacher ratio will match industry best-practices and recommendations: currently a maximum of twenty (20) students per caseload

6.8: CLASSIFIED Substitute Instructional Aide Pool

Interest...

Creation of a standing SPED Instructional Aid Substitute pool:

Due to the unique social emotional, academic, and physical needs of SPED students, and the impact of consistency on their achievement, Union Leadership proposes the establishment of a permanent SPED substitute pool. Such a pool could provide the CUSD with a variety of benefits, while increasing the likelihood that students are more consistently in the care of familiar and knowledgeable adults. A permanent substitute pool allows pool employees to become more familiar with the SPED program, its expectations, the variety of SPED environments in the District, and the faculty, support staff, & students themselves.

After demonstrating their effectiveness in this role over an established period of time (i.e. 130 workdays), employees would be provided slightly higher compensation opportunities than the routine District substitutes. This higher compensation level could be used to entice those who are qualified to perform in these roles, while minimizing employee transiency and developing a pool of talent that could serve the District's more permanent / long-term hiring needs.

On any given day, the District experiences no less than **? CAUSE requests this data ?** absences associated with SPED Instructional Aides, and even more with general education environment. This pool could go some distance to proactively filling what is a predictable and challenging condition on any given instructional day.

6.8.1 - The District will create an SPED IA sub-pool, where employees are hired with the express purpose of providing roving coverage across District School sites on a daily basis. Employees will be sent to a given District school site/s, based on the District's determination of greatest need,

6.8.1.1 - An employee cannot be directed to more than two school sites on any given date.

6.8.1.2 - In the event there is no need for coverage in SPED Program classrooms or environments, the District may use the employee to cover general education classrooms or environments.

6.8.2 - Employees serving in the pool will be available to provide support in the case of IA absence/s resulting from professional development, unexpected illness, jury duty, duty-free lunch, paid 15 breaks, or the variety of other intermittent absence that occur in the course of a work-day.

6.8.3 - After 130 days of employment with the District, employees serving in the pool will receive access to District HEALTHCARE packages at the rates previously negotiated.

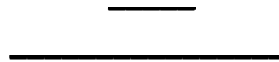
6.8.4 - After 130 days of employment with the District, employees serving in the pool will be receive a pay increase of 15% above the current substitute rate.

6.8.5 - Employees serving in the pool are not required to possess any specific SPED credential, but must take part in all required training to participate in the pool.

6.8.6 - After 130 days of employment with the District, employees serving in the pool will receive to access Union membership.

6.8.7 - As the intent is not to replace permanent employee positions with employee pool substitutes, an employee serving in the substitute pool cannot serve in the same classroom beyond the duration of one 2 months.

6.8.7.1 - By joint agreement, an employee serving in the substitute pool may serve beyond the designated 2 months period only by documented joint agreement between CAUSE & the District.



CLASSIFIED - Article 16: TRAINING

Interest...

Training of SPED Instructional Aides:

Far too often, new employees (In this case, primarily Instructional Aide III's) arrive to their assigned placement without the skills, experience, and familiarity with either the students or the unique needs they have. As a result, mistakes are often made, student SAFETY and connections are undermined, and the District's exposure to legal vulnerabilities is increased.

The proposals, below, are provided with the intent of ensuring that support staff who work directly with students have received at least the base level training/s they require, in order to maintain a safe and productive learning environments .

16.1 - All new hires, before serving in the position, including substitutes, shall be required to attend an orientation provided by CUSD Human Resources upon hiring, which includes a review of Aesop, payroll paperwork, a school map for each assigned site, emergency preparedness information, a daily schedule, and a job description with priority duties the new hire is required to perform.

16.1.1 - SPED IA's will join CUSD for ALL PD days throughout the year (@ the outset and mid-year). SPED IA's will TRAIN in areas unique to the needs of the SPED Program.

16.2 - All Classified unit members shall receive the following trainings on their first day before any in-class or school site orientation, according to the following schedules:

1. **"Get Safety Trained"** or other equivalent safety training:
 - a. *Mandated Child Abuse* - upon hiring and yearly thereafter
 - b. *Sexual Harassment* - upon hiring and yearly thereafter
 - c. *Bloodborne Pathogens* - upon hiring and yearly thereafter
 - d. *Safety Essentials for Existing Employees* - upon hiring and yearly thereafter
2. **"Hour Zero" "I LOVE YOU GUYS: Standard Safety Response Protocols"** or other equivalent emergency preparedness program - upon hiring and yearly thereafter.
3. **CPR & FIRST AID Training**

16.2.1: These training will occur before SPED IAs provide service on any CUSD campus.

16.3 - New SPED IA IIIs shall meet with the assigned school site District representative and have an observation period (**of no less than 3 days, where they shadow the teacher and/or other SPED IA's working in the instructional environment**) in their assigned class prior to working with the students. The purpose is to prepare incoming SPED IA IIIs for any unique conditions associated with student IEPs.

16.4 - Either CPI or other equivalent behavioral training will be mandatory for incoming and current IA IIIs, ~~by December 2019~~. This training will be provided by CUSD during service hours. ~~After December 2019, incoming IAs will complete said training within 6 months.~~

16.4.1 - Newly hired SPED IA's will receive paid CPI Training no later than the first month after their hire date, with the objective of providing said training before they even begin working with SPED students. [i.e. SELPA currently offers the training 2X a month.]

16.5 - Training will occur during their routine work hours or early release Wednesdays. District Administration maintains responsibility for providing said training. **On ALL EARLY RELEASE (PLC and Staff Meeting) days, SPED IA's will meet with the SPED Director or designated trainer to familiarize themselves with the IEP needs of the specific students they work with, and TRAIN on topics relevant to those students.**

16,5,1 - If a teacher volunteers to provide training during their PLC time, the teacher will receive his/her/their hourly per diem rate for the training hours. Training hours will include the time required to prepare materials for training events, to include developing instruction, printing materials (IEPS/BIPS/Data sheets), preparing agendas, or similar associated duties.

16.5.2 - Teachers who provide training in 16.5.1, are responsible for resolving duties associated with their Department PLC time, at the convenience of the Department Chair.

16.6 - CUSD will provide ~~thirty (30)~~ **fifteen (15)** days notice of training to provide staff ample time to secure availability. If ~~thirty (30)~~ **fifteen (15)** notice is not feasible, then CUSD may provide shorter notice upon agreement with CAUSE.

16.7 - The District recognizes that IA's are neither trained nor authorized to provide coverage in SPED classrooms where a Credentialed SPED teacher or qualified substitute (as per Ed Code) is not present. IA's will not be used to provide coverage in SPED classrooms where a Credentialed SPED teacher or qualified substitute is not present.

16.7.1 - In the event that a SPED IA is placed in the position described above, they will be permitted to contact both their Union representative and the District Superintendent, to resolve the issue immediately.