

CAUSE * Counter Proposal

CLASSIFIED - Art. 6: Compensation & Benefits (PART A)

[*Special Focus - Special Education (SPED)*]

**Bargaining Cycle 2023-24 **

Re-Submitted - June 3, 2024

- A. 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 a comprehensive Article 6: Compensation & Benefits proposal for the 2023-24 bargaining cycle.

- B. 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.

- C. 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.

CLASSIFIED - Article 6: Compensation & Benefits

6.8: CLASSIFIED Instructional Aide - Relief Pool

Interest...

Creation of a standing SPED Instructional Aid Relief 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' relief 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' relief 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 ___? *Information Request: CAUSE requests that CUSD provide data for 2022-23 & 2023-24 on the average number of District-wide Instructional Aid absences per day?* ___ absences associated with SPED Instructional Aides, and even more with the general education environment. This 'substitute' Relief 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 - A new Job description will be created for employees who serve in the substitute pool, and a unique wage rate at the bottom of the IA step and column will be created.

6.8.1.2 - Current District employees and those serving in the 'substitute' Relief Pool, will be prioritized when available for filling substitute opportunities.

6.8.1.3 - 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.

6.8.1.4 - Employees who serve in the 'substitute' Relief Pool will gain access to Union Membership upon being hired.

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

6.8.1.6 - An one-on-one IA whose student is absent will report directly to the substitute pool coordinator to ensure that their services are utilized efficiently.

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 minute breaks, or the variety of other intermittent absences that occur in the course of a work-day.

6.8.4 - After 130 days of employment with the District, employees serving in the pool will receive a pay increase of ~~15%~~ 10% 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 - 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.

6.8.6.1 - 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 CERTIFICATED teachers are only provided to help the parties better understand how the accompanying CERTIFICATED CBA may be used to resolve issues that arise in the construction of CLASSIFIED proposals.]

There is a nexus between Article 6 & Article 16 below...

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.

6.? or 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**

6.? or 16.2.1: These trainings 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.~~

6.? or 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.]

6.? or 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.

[The following two proposals are simply examples of how we could resolve issues that arise in the CERTIFICATED Unit, as a result of the CLASSIFIED Proposals we are exploring.

XXXXX - 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.

XXXXXX - Teachers who provide training in XXXXXXXX, 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.

6.? or 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.

6.? or 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.
