

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

October 1, 2013

**RECOMMENDATION OF TENTATIVE AGREEMENT  
WITH CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER 224  
FOR JULY 1, 2013 – JUNE 30, 2015**

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**BACKGROUND INFORMATION**

The current contract between the District and the California School Employees Association, Chapter 224 expires June 30, 2015. During the term of the contract, the District and CSEA agreed to continue negotiations on eight contract articles, existing memorandums of understanding, and the prospect of a retirement incentive. In addition, the agreement allows either party to reopen up to two articles for 2013-2014. On May 8, 2013, the District reopened Article 1: Agreement. Since October 2012, the parties have met over twenty times to address contract language and employee compensation. As the Governor revised his January State Budget Proposal in May 2013, for the first time in over five years, the May Revise included an increase in state funding along with a revised school funding model.

On June 27, 2013, additional revenues including the newly defined state funding model for public schools was approved. The Local Control Funding Formula (LCFF) is not only significantly different; it also is not completely defined for the 2013-2014 school year. As a result, the State has informed Districts actual funding formulas will not be available until the 2014-2015 school year. In addition, full funding under the newly adopted LCFF is expected to be phased in over the next eight years. Increased revenues at the state level combined with this revised school funding formula marks a turning point for the District that has made over \$140 million dollars in budget cuts over the previous five years. Just as the State is transitioning into a new funding formula, this year will also be a transitional period for the District as it begins to restore programs. While the District receives additional revenue for 2013-2014, compensation cuts by all employees remains necessary.

CSEA and District negotiators acknowledged the need for the District to adopt a balanced budget acquiring approximately \$15.2 million in budget reductions from employees. Meeting this objective, a tentative agreement was reached on August 19, 2013, which includes a one year salary schedule step freeze/delay and seven furlough days for ten and twelve month employees and six furlough days for less than ten month employees (three instructional and three or four non-instructional).

The documents have been available for public review which fulfills the requirement of “reasonable time” as outlined in Government Code §3547 (d). In addition the Public Disclosure of the Collective Bargaining Agreement is included also required by law.

EXHIBIT 1

Recommendation of Tentative Agreement  
With California School Employees Association, Chapter 224  
for July 1, 2013 – June 30, 2015  
October 1, 2013  
Page 2

### **CURRENT CONSIDERATIONS**

The purpose of this agenda item is to seek approval of the tentative agreement between the District and CSEA. In addition to the tentative agreement, the Public Disclosure of Collective Bargaining Agreement is attached.

### **FINANCIAL IMPLICATIONS**

The total estimated fiscal impact of this agreement is a savings to the District of approximately \$2.5 million for the 2013 – 2014 fiscal year.

### **STAFF RECOMMENDATION**

It is recommended the Board President recognize Assistant Superintendent, Personnel Services, Jodee Brentlinger, who will introduce this agenda item. Following discussion, it is recommended the Board of Trustees approve the tentative agreement with CSEA for July 1, 2013 – June 30, 2015.

**Tentative Agreement Between  
Capistrano Unified School District and  
California School Employees Association and its Capistrano Chapter 224  
August 19, 2013**

The parties have completed 2012-2013 negotiations and reopener negotiations for 2013-2014 utilizing an Interest Based Bargaining approach. The current "Agreement Between the Capistrano Unified School District and California School Employees Association Capistrano Chapter 224" (Agreement), which expires on June 30, 2015, shall remain in full force and effect except as amended in this document, MOU's and/or attachments hereto.

**Agreement Amendments**

The parties agree to amend the referenced Agreement Articles and sections as follows:

**Article 1 – Agreement**

1.1 This agreement is made and entered into this twenty-first day of June 2012 by and between the Capistrano Unified School District, hereinafter referred to as "District," and **California School Employees Association and its Chapter 224**, ~~the Capistrano Unified Chapter 224, California School Employees Association~~, hereinafter referred to as "Association."

**1.4.1 The parties agree to continue to negotiate Article 12 – Health and Welfare Benefits for the 2014 plan year through November 30, 2013.**

~~Due to the focus on economic issues, the parties have not completed negotiations on a number of other issues separate from the issues addressed by this agreement. The parties agree to resume negotiations in October 2012 on such matters within the following articles:~~

- ~~Article 3 Hours of Employment and Overtime~~
- ~~Article 4 Grievance Procedure~~
- ~~Article 7 Transfers and Promotions~~
- ~~Article 8 Leaves~~
- ~~Article 9 Vacations~~
- ~~Article 11 Wages~~
- ~~Article 12 Health and Welfare Benefits~~
- ~~Article 13 Association Rights~~
- ~~Existing Memorandums of Understanding attached to current Agreement (terms to be extended for duration of this agreement)~~
- ~~Retirement Incentive~~

~~The parties shall agree to meet at a minimum every four weeks beginning October 2012 to continue negotiations on the items listed above.~~

~~The District shall provide health and welfare benefit costs information to the Association within two weeks of the 2013 rates becoming available. The parties will meet within four weeks of the information being presented to the Association.~~

### **Article 3 – Hours of Employment and Overtime**

#### **3.3 Rest Periods**

**3.3.1** Classified employees of the District who work a minimum of 3-1/2 hours per day, but less than ~~seven~~ 7 hours per day, shall be entitled to one ~~fifteen~~ 15-minute paid rest period per day.

~~3.3.3 Such rest periods shall be scheduled at or about midpoint of a 3 1/2 hour period.~~

**3.3.3** Employees and supervisors may schedule rest periods in order to maximize operational efficiency. Accordingly, breaks and lunches can be scheduled together or separately as to provide appropriate work site coverage.

~~3.3.4 Employees shall remain at the work site during rest periods unless specifically authorized to leave the work site by the supervisor.~~

**3.3.4** Rest periods cannot be accumulated for credit and shall be used on the day in which they are earned.

~~3.3.5 Rest periods cannot be accumulated for credit.~~

**3.3.5** When schedules permit employees to leave the worksite during break or lunch breaks, employees and supervisors shall memorialize the plan in writing, releasing the District from any liability during that time.

~~For 2012-13, there shall be a delay of a full year for payment of salary advancement whereby classified employees would advance July 1, 2013 instead of July 1, 2012.~~

~~For 2012-13, there shall be a work year reduction of:  
five (5) instructional days (with the corresponding salary schedule decrease beginning July 1, 2012), and~~

~~three (3) non instructional days (with the corresponding salary schedule decrease, beginning July 1, 2012).~~

~~The five (5) instructional furlough days shall be calendared at the end of the school year to decrease interruption of the instructional schedule. The three (3) non instructional days shall be taken on non-statutory holidays: November 23, 2012, December 24, 2012 and April 8, 2013.~~

~~Due to the uncertainty surrounding the Governor's November 6, 2012 tax initiative and the real possibility of mid year cuts during the 2012-13 school year, the following additional salary reductions will begin in July 1, 2012 as provided below:~~

~~An additional work year reduction of ten (10) instructional days with the corresponding salary schedule decrease. These furlough days shall be calendared at the end of the academic student calendar. The corresponding salary schedule decrease shall start July 1, 2012 with equal deductions made to each pay warrant through June 30, 2013.~~

~~An additional annual salary schedule decrease of 1.6% for the 2012-2013 school year shall start on July 1, 2012, with equal deductions made to each pay warrant thereafter through June 2013. These deductions will end before June 30, 2013.~~

~~In the event that the Governor's tax initiative is passed and enacted, and there are no mid-year cuts, then the District shall restore and reimburse the ten (10) furlough days and the 1.6% salary schedule decrease. Note, one (1) furlough day has the equivalent value of an approximate one half percent (1/2 %) salary schedule increase or decrease. If required, reimbursement shall be provided as soon as practicable, but not later than February 10, 2013.~~

~~In the event that state law applicable to the 2012-13 school year requires more instructional days for the 2012-13 school year than is set forth in this agreement, then the required minimum number of instructional days shall be restored, and reductions shall instead be achieved through salary schedule decreases.~~

#### Article 4 – Grievance Procedure

##### 4.2.1 Informal Level

**4.2.1.1 Within 30 days of the occurrence or act of omission giving rise to the** ~~Before filing a formal grievance, the grievant should~~ **shall** attempt to resolve the grievance by an informal conference with his/her immediate supervisor. The immediate supervisor will write a summary describing the conference and will give a copy of the summary to the grievant or representative if the employee submits a written request.

**4.2.1.2 If the grievance is not resolved at the informal conference level between the grievant and his/her immediate supervisor, the unit member shall contact the Association and the supervisor shall contact Personnel Services in order to engage in an interest based problem solving meeting before proceeding to the next level.**

**4.2.1.3 If the grievance is not resolved through the interest based problem solving meeting, the grievant has ten (10) days to file a formal grievance.**

#### 4.2.2 Formal Level

**4.2.2.1 Subject to the terms set forth below, either party may request that the grievance be submitted for mediation. Within ten (10) days of the receipt of the request for mediation, the Association and the District shall contact the California State Mediation and Conciliation Service (CSMCS) to request a mediator. The parties shall meet with the Mediator to discuss and attempt to resolve the dispute. The Mediator shall have no authority to impose a settlement upon the parties. In the event that the parties reach an agreement, the terms shall be reduced to writing and signed off by the parties. In the event that no resolution is reached, the District shall reduce its position on the matter to writing, the grievant may exercise his/her right to appeal to the next appropriate grievance procedure level.**

~~4.2.2.12~~ **Level One. Within 30 days after the occurrence or the act of omission giving rise to the grievance, The grievant must present his/her grievance on the prescribed District form to his/her immediate supervisor. The form shall include statements indicating:**

- a. How the individual employee was adversely affected;
- b. The specific section of the contract allegedly violated;
- c. The specific remedy sought by the employee to resolve the grievance.

A conference shall be held within the stated time limits at the written request of either the grievant or the immediate supervisor. The immediate supervisor shall communicate his/her decision to the employee in writing within ten (10) days after receiving the grievance or within ten (10) days after the informal conference. If the immediate supervisor does not respond within the time limits, the grievant may appeal to the next level.

~~4.2.2.23~~ **Level Two. In the event If the grievant is not satisfied with the decision at Level One, he/she may appeal the decision in writing to the department head or designee within ten (10) days. In the event the District selects a designee rather than the named agent, the District must advise CSEA of the change five days in advance of the grievance meeting. The designee shall have the authority to resolve the grievance. The appeal shall include a copy of the original grievance, the decision rendered, and a statement of the reasons for the appeal. The appeal shall be submitted on the prescribed form.**

A conference shall be held within ten (10) days of the receipt of the appeal.

The department head or designee shall communicate his/her decision to the grievant in writing within ten (10) days after the appeal meeting. If the department head or designee does not respond within the time limits, the grievant may appeal to the next level.

4.2.2.34 Level Three. If the grievant is not satisfied with the decision at Level Two, he/she may appeal the decision in writing to the Assistant Superintendent, Personnel Services or designee within ten (10) days. In the event the District selects a designee rather than the named agent, the District must advise CSEA of the change five days in advance of the Level Three meeting. The designee shall have the authority to resolve the grievance. The appeal shall include a copy of the original grievance, a copy of the Level two decision, and a statement of the reasons for the appeal. The appeal shall be submitted on the prescribed form. A conference shall be held within ten (10) days of the receipt of the appeal.

The Assistant Superintendent, Personnel Services or designee shall communicate his/her decision to the grievant in writing within ten (10) days after the Level Three meeting. If the Superintendent or designee does not respond within the time limits provided, the grievant may appeal to the next level.

~~4.2.2.3.1 Mediation Level~~

~~Subject to the terms set forth below, in the event the grievant is not satisfied with the decision at Level Three, he/she may request that the grievance be submitted to mediation. Within ten (10) days of the receipt of the request for mediation, the Association and the District shall contact the California State Mediation and Conciliation Service (CSMCS) to request a mediator. The parties shall meet with the Mediator to discuss and attempt to resolve the dispute. The Mediator shall have no authority to impose a settlement upon the parties. In the event that the parties reach an agreement, the terms shall be reduced to writing and signed off by the parties. In the event that no resolution is reached, the District shall reduce its position on the matter to writing, the grievant may exercise his/her right to appeal to Level Four pursuant to the language of section 4.2.2.4.~~

4.2.2.4-5 Level Four. If the grievant is not satisfied with the Assistant Superintendent's decision at Level Three or mediation does not produce an agreement on one or more articles brought to the Mediation Level, upon the written request of the grievant, the Association may, within ten (10) days of the Level Three answer, notify the Superintendent in writing of its request for advisory arbitration on the unresolved article(s) of the grievance. The request to the Superintendent shall include a copy of the original grievance and appeals, the decisions rendered, and a statement of the reasons for the appeal. The appeal shall be submitted on the prescribed form.

The Association and the District shall attempt to agree upon an advisory arbitrator. If no agreement can be reached within five days, they shall request the California State Conciliation Service to supply a panel of five names of persons experienced in arbitration. **In the event the cost for the list of arbitrators is \$100.00 or more, the District will equally split the cost with CSEA.** Each party shall alternately strike names until only one name remains. The remaining name shall be the advisory arbitrator. The order of the striking shall be determined by lot. The fees and expenses of the arbitrator and hearing shall be borne equally by the District and the Association. All other expenses shall be borne by the party incurring them. The arbitrator shall, as soon as possible, hear evidence and render a recommendation to the Board of Trustees on the grievance submitted to him/her. The Board of Trustees shall seriously consider the recommendation of the advisory arbitrator and shall make a determination on the grievance. Such decision, along with reasons for the decision, shall be communicated to the parties and the action of the Board of Trustees shall be final and binding on all parties. Nothing stated herein shall preclude the Association from appealing the decision to a court of competent jurisdiction.

## **Article 7 – Transfers and Promotions**

### **7.3 Employee Initiated Transfer**

**7.3.1** A permanent unit member may request a transfer to a position in the same classification when a vacancy ~~occurs~~ **exists** by completing and submitting ~~an~~ **the** online application to Personnel Services. Employee initiated transfer requests shall be given first consideration as defined in 7.0.

**7.3.1.1** If a vacancy exists at the site/location where the unit member currently works, the unit member shall communicate in writing to the supervisor his/her interest in the open position (must be same months per year and hours per day).

**7.3.1.2** If a vacancy exists at a different site/location, the unit member will only be required to submit the online application.

Employee initiated transfer requests shall be given first consideration as defined in 7.0.

### **7.9 District Initiated Transfer**

**7.9.1** A District Initiated Transfer may be initiated by the Superintendent or designee(s).

**7.9.2** A District Initiated Transfer shall be considered and acted upon based upon one or more of the following criteria: 1) Drop in enrollment or redistribution of categorical or project funds; 2) Needs of the site and/or



District; 3) Welfare of students (**for example: health and safety needs**); 4) Instructional needs; 5) To conform to the requirements of the Americans with Disabilities Act (ADA); 6) The need for a unit member with special skills specifically necessary to a particular work site.

**7.9.2.1 If more than one unit member is eligible for District Initiated Transfer after applying criteria in 7.9.2, volunteers will be requested.**

**7.9.2.2 If multiple unit members are eligible for District Initiated Transfer after applying criteria in 7.9.2, the unit member with the least seniority shall be transferred.**

~~7.9.3 Employees who are transferred by the District shall be informed by the appropriate supervisor or manager in writing at least ten (10) working days prior to the effective date. Notification may be less than ten (10) days if student enrollment, potential harm to students or staff, or other extenuating circumstances exist or if the employee and supervisor mutually agree. Employees shall also receive notification of their right to a conference pursuant to Article 7.9.4.~~

**7.9.4 A Unit members being considered for a District Initiated Transfer shall be afforded an opportunity to conference meet with the supervisor(s) to discuss the need and specific reasons for the District Initiated Transfer before a final decision is made. This conference will be scheduled prior to a final decision being made pursuant to Article 7.9.5. If requested, a unit members shall have the right to an Association representative at the meeting, and be notified of the reasons for the transfer.**

**7.9.3.1 When a determination has been made during the summer recess that reassignment of personnel is necessary, the supervisor will attempt to personally notify the unit member by telephone, of a need for a District Initiated Transfer. If the attempt to contact by telephone is unsuccessful, the supervisor will notify the affected unit member by mail.**

~~7.9.54~~ Upon written request to Personnel Services, ~~employees~~ **the unit member being considered** may also request a conference with ~~the~~ Assistant Superintendent, Personnel Services or designee regarding the reasons for a District Initiated Transfer. The employee may be accompanied to the meeting by an Association representative. CSEA or the employee may request that the reasons for the transfer be set forth in writing. Such a written response shall be provided within five (5) working days.

**7.9.5 A unit member who is transferred by the District shall be informed by the appropriate supervisor or manager in writing at least ten (10) days prior to the effective date. Notification may be less than ten (10) days if student**

enrollment, potential harm to students or staff, or other extenuating circumstances exist or if the employee and supervisor mutually agree.

#### Article 11 – Wages

~~11.1 Effective July 1, 2010, the 2009/2010 classified pay schedule shall be reduced by 0.7% (seven-tenths of 1%) up to and including June 30, 2011. Effective July 1, 2011, the classified pay schedule shall be restored to the amount set forth in the 2009/2010 pay schedule.~~

**11.1 The classified pay schedule for 2013-14 is attached hereto.**

~~11.4 Effective September 1, 2010 through August 31, 2011, unit members shall not advance on the salary schedule.~~

#### Article 12 – Health and Welfare Benefits

12.2

d. CSEA and CUSD agree to work collaboratively through the joint Health Benefits Committee to improve cost containment measures. The parties further agree to participate in the Metropolitan Employees Benefits Association (MEBA) for the purpose of providing Health and Welfare benefits, as defined in Sections 3543.2 and 53200 of the California Government Code.

~~d.~~ e. Group Life Insurance (~~Part-Time Employees~~):

The District shall provide life insurance to unit members working less than twenty (20) hours per week, if they have been employed by the CUSD continuously for five years or more, and if they apply during the open enrollment period. Eligibility shall cease upon separation from employment.

~~CSEA and CUSD agree to work collaboratively through the joint Health Benefits Committee to improve cost containment measures. The parties further agree to participate in the Metropolitan Employees Benefits Association (MEBA) for the purpose of providing Health and Welfare benefits, as defined in Sections 3543.2 and 53200 of the California Government Code.~~

Insurance premium costs that exceed the tier of coverage elected by an employee shall be paid by the employee through equal monthly deductions.

~~12.2.1~~ Life insurance benefits for benefit eligible classified employees will be \$30,000.

**Article 13 – Association Rights**

Insert the following as paragraph 13.9 and renumber current 13.9 as 13.10:

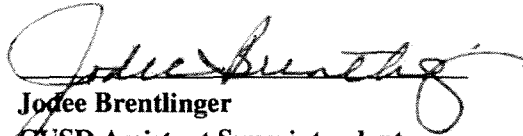
~~13.9 The Association shall be provided, the name, classification, job site, and work location of any employee new to the bargaining unit represented by the Association within 10 working days following action by the Board of Trustees.~~

**13.9 The District and the Association have a common interest in the involvement and participation of classified staff in the activities of Capistrano Unified School District. Accordingly, classified staff selected to serve on committees including, but not limited to Classified Employer Employee Relations Council (CEERC), District Restructuring Committee (DRC), Health Benefits, Negotiations, and Calendar Committee shall be granted release time without the loss of pay or benefits, for the purpose of serving on the above mentioned committees.**

**13.10 The Association shall be provided, the name, classification, job site, and work location of any employee new to the bargaining unit represented by the Association within 10 working days following action by the Board of Trustees.**



Ronda Walen  
CSEA Chapter 224 President



Jodee Brentlinger  
CUSD Assistant Superintendent,  
Personnel Services

8-19-13  
Date

8-19-13  
Date

\_\_\_\_\_  
Nathan Banditelli  
CSEA Labor Relations Representative

\_\_\_\_\_  
Date

**Memorandum of Understanding  
Between the  
Capistrano Unified School District  
and  
California School Employees Association and its Capistrano Chapter 224**

**WORK YEAR REDUCTIONS AND SALARY**

The parties agree as follows: In 2013-14, there shall be a work year reduction as follows:

**FURLOUGH DAYS**

- A total of six (6) furlough days for 9-1/2 month employees with the corresponding salary schedule decrease beginning July 1, 2013. Subject to the 2013-2014 academic calendar, the six (6) days are to be scheduled by the District as follows:
  - Three (3) instructional furlough days (October 4, 2013; January 6, 2014; April 21, 2014).
  - Three (3) non-instructional days.
- A total of seven (7) furlough days for 10 month, 10 ½ 10 ¾ and 12 month employees, with the corresponding salary schedule decreases, beginning July 1, 2013. Subject to the 2013-2014 academic calendar, the seven (7) days are to be scheduled by the District as follows:
  - Three (3) instructional furlough days (October 4, 2013; January 6, 2014; April 21, 2014).
  - Four (4) non-instructional furlough days.
- It is the intent of the parties to allow for flexible scheduling of non-instructional furlough days subject to the paragraphs above and below. CSEA and the District will develop such options for the non-instructional furlough days and share same with unit members not later than September 9, 2013.
- Furlough days shall expire on June 30, 2014.

The parties recognize the academic calendar will be 177 days for the 2013-2014 school year. The parties understand Common Core Professional Development Days will be scheduled for certificated employees during the 2013-2014 school year and that such days will likely be scheduled by the District on the three instructional furlough days referenced above. To avoid a salary schedule reduction for all classified employees, the parties agree the District is not obligated to compensate unit members for classified furlough days occurring on Common Core Professional Development days and section 3.8.1 in the current Agreement is not applicable and/or is hereby suspended for the 2013-2014 school year only.

The above paragraph does not preclude the parties from agreeing to additional compensation for unit members as set forth in the paragraph below.

The parties agree to continue to discuss common core state standards professional development for paraeducators and other classified employees as additional information is released by the State. Parties will identify who, what, when, how much or how often, and why training will be provided to these employees. As part of those discussions, there shall be ongoing updates regarding development of local agency plans and implementation, including funding.

### **LONGEVITY/STEP DELAY**

The intent of the parties is to implement a common anniversary date for step and longevity advancement through implementation of a one year delay for the 2013-14 school year (July 1, 2013 through June 30, 2014) for salary advancement and longevity. The common anniversary date shall be December 1 and implemented in a cost neutral manner.

- For example, current employees on Step 1 shall advance to Step 2 during the 2013-2014 school year, but payment of their salary advancement shall be delayed as follows:
  - On December 1, 2014, the Step 1 employee shall advance to Step 3 of the 2014-15 salary schedule (attached), which equals :
    - 2.5% of the 2013-2014 step 2 advancement
    - 2.5% of the 2014-2015 step 3 advancement
- For example, current employees on Step 2 shall advance to Step 3 during the 2013-2014 school year, but payment of their salary advancement shall be delayed as follows:
  - On December 1, 2014, the Step 2 employee shall advance to Step 4 of the 2014-15 salary schedule (attached), which equals :
    - 2.5% of the 2013-2014 step 3 advancement
    - 2.5% of the 2014-2015 step 4 advancement
- For example, current employees on Step 3 shall advance to Step 4 during the 2013-2014 school year, but payment of their salary advancement shall be delayed as follows:
  - On December 1, 2014, the Step 3 employee shall advance to Step 5 of the 2014-15 salary schedule (attached), which equals :
    - 2.5% of the 2013-2014 step 4 advancement
    - 2.5% of the 2014-2015 step 5 advancement
- For example, current employees on Step 4 shall advance to Step 5 during the 2013-2014 school year, but payment of their salary advancement shall be delayed as follows:
  - On December 1, 2014, the Step 4 employee shall advance to Step 5.5 of the 2014-15 salary schedule (attached), which equals :
    - 2.5% of the 2013-2014 step 5 advancement
    - 2.5% of the 2014-2015 step 5.5 advancement
- For example, current employees on Step 5 shall advance to Step 6 during the 2013-2014 school year, but payment of their salary advancement shall be delayed as follows:

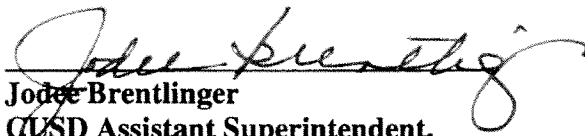
- On December 1, 2014, the Step 5 employee shall advance to Step 6 of the 2014-15 salary schedule (attached), which equals :
  - 5% of the 2014-2015 step 6 advancement
- For example, current employees on Step 9 shall advance to Step 10 during the 2013-2014 school year, but payment of their salary advancement shall be delayed as follows:
  - On December 1, 2014, the Step 9 employee shall advance to Step 10 of the 2014-15 salary schedule (attached), which equals :
    - 5% of the 2014-2015 salary schedule
- For example, current employees on Step 14 shall advance to Step 15 during the 2013-2014 school year, but payment of their salary advancement shall be delayed as follows:
  - On December 1, 2014, the Step 14 employee shall advance to Step 15 of the 2014-15 salary schedule (attached), which equals :
    - 5% of the 2014-2015 salary schedule
- For example, current employees on Step 19 shall advance to Step 20 during the 2013-2014 school year, but payment of their salary advancement shall be delayed as follows:
  - On December 1, 2014, the Step 19 employee shall advance to Step 20 of the 2014-15 salary schedule (attached), which equals :
    - 5% of the 2014-2015 salary schedule
- Anniversary advancement dates for unit members hired after July 1, 2013 shall be determined as follows in order to implement December 1 as the common anniversary date:
  - New employees hired between July 1, 2013 and November 30, 2013 shall advance on December 1, 2014
    - For example, a unit member hired on October 15, 2013, would have an anniversary and advancement date of December 1, 2014.
  - New employees hired between December 1, 2013 and May 31, 2014 shall advance on December 1 of the current year
    - For example, a unit member hired on January 15, 2014, would have an anniversary and advancement date of December 1, 2014.
  - New employees hired between June 1, 2014 and November 30, 2014 shall advance on December 1 of the next year
    - For example, a unit member hired October 20, 2014, shall advance on December 1, 2015.
- The parties agree to work together to fully implement this agreement consistent with the above.

**EMPLOYEE WORK CALENDAR**

The parties agree to insert the following on 10 month and 10-1/2 month calendars to convey the following: Effective July 1, 2014, eliminate 10 month calendar and place those unit members (High School Attendance Clerk, School Clerk I [Middle/High School], School Clerk II, School Secretary I, School Secretary II), on a 10-1/2 month calendar.



Ronda Walen  
CSEA Chapter 224 President



Jodie Brentlinger  
QUSD Assistant Superintendent,  
Personnel Services



Date



Date

\_\_\_\_\_  
Nathan Banditelli  
CSEA Labor Relations Representative

\_\_\_\_\_  
Date

Memorandum of Understanding  
between the  
Capistrano Unified School District and  
California School Employees Association, and its Capistrano Chapter 224

July 1, 2012 – June 30, 2015

**OPERATIONS SERVICEPERSON ASSIGNMENT**

Upon mutual agreement between CSEA, Chapter 224, and the District, effective July 1, 2000, classified service personnel agree to provide a non-precedent-setting Operations Serviceperson Assignment as described below. This assignment is created in order to increase the effectiveness of Districtwide after-hours coverage of security and emergency situations during evenings, weekends, and holidays. The after-hours Operations Serviceperson Assignment will be open to Maintenance and Operations personnel, whose regular work assignment does not conflict.

Provisions of the Operations Serviceperson Assignment

1. Participation in the assignment of Operations Serviceperson is voluntary.
2. Maintenance and Operations employees will be provided the opportunity to apply for this additional after-hours assignment. Employees who meet the qualifications for this assignment will be interviewed, and those considered the best qualified by the District will be selected.
3. Employees selected for the Operations Serviceperson Assignment will rotate the duty according to a pre-assigned schedule. The duty schedule is established for the entire year and involves assignment on a rotational basis for each Operations Serviceperson involved. Upon occasion, scheduling conflicts may occur. Generally, conflicts are of a personal nature, and substitutions, exchanges, or other modifications will be each individual's responsibility. Whenever a substitution is made, the change must receive prior approval from the Director, Maintenance and Operations, or designee, as far in advance as possible, preferably no less than two weeks. Secondary substitutions will not be permitted. If the substitute cannot take the duty, the original assignee will be responsible.
4. Due to the training afforded the Operations Serviceperson, there will be a two-year commitment required of those in the Maintenance and Operations Department serving in this capacity.
5. The Operations Serviceperson will be compensated at a minimum of \$350 per week of duty, in addition to his or her regular salary. However, if the hours worked by the employee, computed at time and one-half of the employee's regular hourly rate, exceed the minimum compensatory amount of \$350, such employee shall receive additional compensation for those excess hours at their then assigned hourly rate at time-and-one-half.


Memorandum of Understanding between the Capistrano Unified School District and



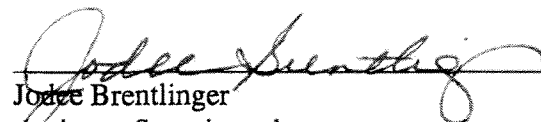
California Schools Employees Association, Chapter 224  
July 1, 2012 – June 30, 2015  
Operations Serviceperson Assignment  
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6. Article 3.6, Recall Time, of the Agreement between CUSD and CSEA Chapter 224, is waived.

**The parties agree to convene a committee to review the “Operations Serviceperson Assignment” MOU, beginning January 2014, to determine whether it is necessary and/or whether it should sunset. The committee will make a recommendation to the negotiation teams by May 2015.**

  
\_\_\_\_\_  
Ronda Walen  
CSEA Chapter 224 President

8/19/13  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Jodee Brentlinger  
Assistant Superintendent  
Personnel Services

8-19-13  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Nathan Banditell  
CSEA Labor Relations Representative

\_\_\_\_\_  
Date

Memorandum of Understanding  
Between the  
Capistrano Unified School District  
and

California School Employees Association **and its, Capistrano Chapter 224**

CLASSIFICATION PLAN

~~The District concluded a review of all classifications in the bargaining unit during the 2006-07 school year. Recommendations resulting from this study were implemented July 1, 2007.~~

~~Employee Job descriptions and levels of responsibility will be reviewed on an ongoing basis. Additionally, t~~**The District and CSEA agree to address the parties' commitment to maintain job classifications by developing a plan whereby classifications can be reviewed and appeals heard. The District and CSEA agree to address the parties' commitment to maintain job classifications by developing a plan whereby classifications are reviewed and appeals heard. The District and CSEA shall establish a committee by September 30, 2013, to meet, at least monthly, during the 2013-14 school year. The committee, to be comprised of an equal number of District and CSEA members (not more than 4 each), shall prepare recommendations for a classification plan. The plan shall be addressed by the parties as part of the 2014-15 reopener negotiations.**



Ronda Walen  
CSEA Chapter 224 President



Jodée Brentlinger  
CUSD Assistant Superintendent,  
Personnel Services

8-19-13

Date

8-19-13

Date

Nathan Banditelli  
CSEA Labor Relations Representative

Date

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

DRAFT

2014-2015

Work Calendar

10 Month Classified CSEA Employees

	M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F	Days Worked
July		1	2	3	4	7	8	9	10	11	14	15	16	17	18	21	22	23	24	25	28	29	30	31		
August					1	4	5	6	7	8	11	12	13	14	15	18	19	20	21	22	25	26	27	28	29	
September	H	2	3	4	5	8	9	10	11	12	15	16	17	18	19	22	23	24	25	26	29	30				21
October			1	2	3	6	7	8	9	10	13	14	15	16	17	20	21	22	23	24	27	28	29	30	31	23
November	3	4	5	6	7	10	H	12	13	14	17	18	19	20	21	24	25	26	H	H						14
December	1	2	3	4	5	8	9	10	11	12	15	16	17	18	19	22	23	24	25	26	29	30	H			15
January				H	2	5	6	7	8	9	12	13	14	15	16	H	20	21	22	23	26	27	28	29	30	19
February	2	3	4	5	6	9	10	11	12	H	H	17	18	19	20	23	24	25	26	27						18
March	2	3	4	5	6	9	10	11	12	13	16	17	18	19	20	23	24	25	26	27	30	31				22
April			1	2	3	H	7	8	9	10	13	14	15	16	17	20	21	22	23	24	27	28	29	30		17
May					1	4	5	6	7	8	11	12	13	14	15	18	19	20	21	22	H	26	27	28	29	20
June	1	2	3	4	5	8	9	10	11	12	15	16	17	18	19	22	23	24	25	26	29	30				22

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**Codes:** Grey = Assigned Work Days      H = Legal/Local Holidays

**Effective July 1, 2014, eliminate 10 month calendar and place those unit members (High School Attendance Clerk, School Clerk I [Middle/High School], School Clerk II, School Secretary I, School Secretary II), on a 10 ½ month work year calendar.**

**10 MONTH CLASSIFICATIONS:**

**High School Attendance Clerk, School Clerk I (Middle/High School), School Clerk II, School Secretary I, School Secretary II**

Effective TBD

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

DRAFT

2014-2015 Work Calendar  
10 ½ Month Classified CSEA Employees

	M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F	Days Worked
July		1	2	3	4	7	8	9	10	11	14	15	16	17	18	21	22	23	24	25	28	29	30	31		
August					1	4	5	6	7	8	11	12	13	14	15	18	19	20	21	22	25	26	27	28	29	11
September	H	2	3	4	5	8	9	10	11	12	15	16	17	18	19	22	23	24	25	26	29	30				21
October			1	2	3	6	7	8	9	10	13	14	15	16	17	20	21	22	23	24	27	28	29	30	31	23
November	3	4	5	6	7	10	H	12	13	14	17	18	19	20	21	24	25	26	H	H						14
December	1	2	3	4	5	8	9	10	11	12	15	16	17	18	19	22	23	H	H	26	29	30	H			15
January				H	2	5	6	7	8	9	12	13	14	15	16	H	20	21	22	23	26	27	28	29	30	19
February	2	3	4	5	6	9	10	11	12	H	H	17	18	19	20	23	24	25	26	27						18
March	2	3	4	5	6	9	10	11	12	13	16	17	18	19	20	23	24	25	26	27	30	31				22
April			1	2	3	H	7	8	9	10	13	14	15	16	17	20	21	22	23	24	27	28	29	30		17
May					1	4	5	6	7	8	11	12	13	14	15	18	19	20	21	22	H	26	27	28	29	20
June	1	2	3	4	5	8	9	10	11	12	15	16	17	18	19	22	23	24	25	26	29	30				22

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**Codes:** Grey = Assigned Work Days

**Effective July 1, 2014, eliminate 10 month calendar and place those unit members (High School Attendance Clerk, School Clerk I [Middle/High School], School Clerk II, School Secretary I, School Secretary II), on a 10 ½ month work year calendar.**

**10 ½ MONTH CLASSIFICATIONS:**

Bilingual Elementary School Clerk, Bilingual Elementary School Office Manager, Elementary School Clerk, Elementary School Office Manager, High School Library Media Clerk, High School Library Media Technician, Middle School Library Media Technician, **High School Attendance Clerk, School Clerk I [Middle/High School], School Clerk II, School Secretary I, School Secretary II**

Effective TBD

DRAFT

**California School Employees Association (CSEA) Step Delay Salary Schedule \***  
**CAPISTRANO UNIFIED SCHOOL DISTRICT**  
**San Juan Capistrano, CA**  
**7/1/2014 - 6/30/2015 ONLY**

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Step 1 Hourly Rate	Range Number	Step 1	Step 2	Step 3	Step 4	Step 5	Step 5.5**	Step 6	Step 10	Step 15	Step 20
11.56	12	2,003.11	2,103.27	2,105.77	2,211.06	2,321.61	2,437.69	2,556.53	2,684.36	2,818.58	2,889.04
11.85	13	2,053.19	2,155.85	2,158.42	2,266.34	2,379.65	2,498.63	2,620.44	2,751.46	2,889.03	2,961.26
12.14	14	2,104.52	2,209.75	2,212.38	2,323.00	2,439.15	2,561.11	2,685.96	2,820.26	2,961.27	3,035.30
12.45	15	2,157.13	2,264.99	2,267.69	2,381.07	2,500.13	2,625.13	2,753.11	2,890.77	3,035.31	3,111.19
12.76	16	2,211.06	2,321.61	2,324.38	2,440.59	2,562.62	2,690.75	2,821.93	2,963.03	3,111.18	3,188.96
13.08	17	2,266.34	2,379.66	2,382.49	2,501.62	2,626.70	2,758.03	2,892.49	3,037.11	3,188.97	3,268.69
13.40	18	2,323.00	2,439.15	2,442.06	2,564.16	2,692.37	2,826.99	2,964.81	3,113.05	3,268.70	3,350.42
13.74	19	2,381.08	2,500.13	2,503.11	2,628.27	2,759.68	2,897.67	3,038.93	3,190.88	3,350.42	3,434.18
14.08	20	2,440.61	2,562.64	2,565.69	2,693.98	2,828.68	2,970.11	3,114.91	3,270.66	3,434.19	3,520.04
14.43	21	2,501.63	2,626.71	2,629.84	2,761.33	2,899.40	3,044.37	3,192.79	3,352.43	3,520.05	3,608.05
14.79	22	2,564.17	2,692.38	2,695.59	2,830.37	2,971.89	3,120.48	3,272.61	3,436.24	3,608.05	3,698.25
15.16	23	2,628.27	2,759.68	2,762.97	2,901.11	3,046.17	3,198.47	3,354.40	3,522.12	3,698.23	3,790.69
15.54	24	2,693.98	2,828.68	2,832.05	2,973.65	3,122.33	3,278.45	3,438.28	3,610.19	3,790.70	3,885.47
15.93	25	2,761.33	2,899.40	2,902.85	3,048.00	3,200.40	3,360.42	3,524.24	3,700.45	3,885.47	3,982.61
16.33	26	2,830.36	2,971.88	2,975.42	3,124.19	3,280.39	3,444.41	3,612.33	3,792.95	3,982.60	4,082.17
16.74	27	2,901.12	3,046.18	3,049.81	3,202.30	3,362.41	3,530.53	3,702.65	3,887.78	4,082.17	4,184.22
17.16	28	2,973.65	3,122.33	3,126.05	3,282.35	3,446.47	3,618.79	3,795.21	3,984.97	4,184.22	4,288.83
17.58	29	3,047.99	3,200.39	3,204.20	3,364.41	3,532.63	3,709.26	3,890.09	4,084.59	4,288.82	4,396.04
18.02	30	3,124.19	3,280.40	3,284.31	3,448.52	3,620.95	3,801.99	3,987.34	4,186.71	4,396.05	4,505.95
18.48	31	3,202.29	3,362.40	3,366.41	3,534.73	3,711.46	3,897.04	4,087.02	4,291.37	4,505.94	4,618.59
18.94	32	3,282.35	3,446.47	3,450.57	3,623.10	3,804.26	3,994.47	4,189.21	4,398.67	4,618.60	4,734.07
19.41	33	3,364.41	3,532.63	3,536.84	3,713.68	3,899.36	4,094.33	4,293.93	4,508.63	4,734.06	4,852.41
19.90	34	3,448.52	3,620.95	3,625.26	3,806.53	3,996.86	4,196.70	4,401.30	4,621.37	4,852.44	4,973.75
20.39	35	3,534.73	3,711.47	3,715.89	3,901.68	4,096.76	4,301.60	4,511.30	4,736.87	4,973.71	5,098.05
20.90	36	3,623.10	3,804.26	3,808.79	3,999.23	4,199.19	4,409.15	4,624.10	4,855.31	5,098.08	5,225.53
21.43	37	3,713.68	3,899.36	3,904.01	4,099.21	4,304.17	4,519.38	4,739.70	4,976.69	5,225.52	5,356.16
21.96	38	3,806.52	3,996.85	4,001.61	4,201.69	4,411.77	4,632.36	4,858.19	5,101.10	5,356.16	5,490.06
22.51	39	3,901.68	4,096.76	4,101.64	4,306.72	4,522.06	4,748.16	4,979.64	5,228.62	5,490.05	5,627.30
23.07	40	3,999.22	4,199.18	4,204.18	4,414.39	4,635.11	4,866.87	5,104.13	5,359.34	5,627.31	5,767.99
23.65	41	4,099.20	4,304.16	4,309.29	4,524.75	4,750.99	4,988.54	5,231.74	5,493.33	5,768.00	5,912.20
24.24	42	4,201.68	4,411.76	4,417.02	4,637.87	4,869.76	5,113.25	5,362.53	5,630.66	5,912.19	6,059.99
24.85	43	4,306.72	4,522.06	4,527.44	4,753.82	4,991.51	5,241.08	5,496.59	5,771.42	6,059.99	6,211.49
25.47	44	4,414.39	4,635.11	4,640.63	4,872.66	5,116.30	5,372.11	5,634.01	5,915.71	6,211.50	6,366.79
26.10	45	4,524.75	4,750.99	4,756.65	4,994.48	5,244.21	5,506.42	5,774.86	6,063.60	6,366.78	6,525.95
26.76	46	4,637.87	4,869.76	4,875.56	5,119.34	5,375.31	5,644.07	5,919.23	6,215.19	6,525.95	6,689.10
27.43	47	4,753.82	4,991.51	4,997.46	5,247.33	5,509.70	5,785.18	6,067.22	6,370.58	6,689.11	6,856.34
28.11	48	4,872.67	5,116.30	5,122.40	5,378.52	5,647.45	5,929.82	6,218.91	6,529.86	6,856.35	7,027.76
28.81	49	4,994.49	5,244.21	5,250.46	5,512.98	5,788.63	6,078.06	6,374.37	6,693.09	7,027.74	7,203.43
29.54	50	5,119.35	5,375.32	5,381.72	5,650.81	5,933.35	6,230.01	6,533.73	6,860.42	7,203.44	7,383.53
30.27	51	5,247.33	5,509.70	5,516.26	5,792.08	6,081.68	6,385.77	6,697.08	7,031.93	7,383.53	7,568.12
31.03	52	5,378.51	5,647.44	5,654.16	5,936.87	6,233.72	6,545.40	6,864.50	7,207.73	7,568.12	7,757.32
31.81	53	5,512.97	5,788.62	5,795.51	6,085.29	6,389.55	6,709.03	7,036.10	7,387.91	7,757.31	7,951.24
32.60	54	5,650.79	5,933.33	5,940.40	6,237.42	6,549.29	6,876.76	7,212.01	7,572.61	7,951.24	8,150.02
33.42	55	5,792.06	6,081.66	6,088.90	6,393.35	6,713.01	7,048.66	7,392.29	7,761.90	8,150.00	8,353.75

Hourly rate: Monthly rate divided by 173.33

Shift Differential: Any shift differentials are computed by adding \$68.00 to monthly salary or adding thirty-nine cents (\$.39) to hourly rate.

- Step 10: An employee who has completed one (1) year on Step 6 and is beginning ten (10) or more years of consecutive, regular service with CUSD is eligible for Step 10. Step 10 shall be 5% higher than Step 6.

- Step 15: An employee who is beginning fifteen (15) or more years of consecutive, regular service with CUSD is eligible for Step 15. Step 15 shall be 5% higher than Step 10.

- Step 20: An employee who is beginning twenty (20) or more years of consecutive, regular service with CUSD is eligible for Step 20. Step 20 shall be 2.5% higher than Step 15.

- Furlough days have not been deducted from the base pay salary schedule.
- Salary Step advancements will be 12/1/2014.

Effective:

Adopted:

\* Disclaimers:

- New hires into positions on Step 2 or 3 will have minimal increase on 12/1/14
- 2015-2016 - up to 10.0% Increase on Steps 2, 3, 4, 5, 6

\*\* Step 5.5

- Step 5.5 is for current employees on Step 4 2012-2013, should be Step 5 2013-2014
- This will keep the employees at a 5% increase with the Tentative Agreement
- 2.5 % of the 2013-2014 Step Advancement and 2.5% of the 2014-2015 Step Advancement

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TENTATIVE AGREEMENT  
BETWEEN  
CAPISTRANO UNIFIED SCHOOL DISTRICT  
AND  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS CAPISTRANO CHAPTER 224

August 19, 2013

The parties agree to establish the Mental Health and Behavior Support Specialist classification. The Mental Health and Behavior Support Specialist Job Description shall read:

Range 36

**CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California**

**MENTAL HEALTH and BEHAVIOR SUPPORT SPECIALIST**

**DEFINITION**

Under direct or general supervision of the Executive Director of Special Education, provide support to meet the educationally related mental health needs of students; provide behavioral supports and behavior training to students District-wide; perform independent paraprofessional duties related to general and special education students with significant behavioral concerns; model behavioral strategies for staff; perform instructional support and follow-up activities; consult on development of behavior plans; assist with implementation of behavioral plans; attend IEP meetings as appropriate; consult and collaborate with mental health/counseling providers; reinforce with staff interventions provided by mental health personnel; provide training and instruction to instructional assistants; assist Supervisor on organizational and procedural issues.

**EXAMPLES OF DUTIES**

*The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.*

1. Collaborates with mental health support staff to meet the educationally related mental health needs of students.
2. Provides staff with the appropriate guidance and strategies needed to further enhance the student's social/emotional development.
3. Assists in the development and implementation of behavior support and behavior intervention plans, and follows-up with staff and individual students; conducts trial intervention and prepares reports.
4. Uses positive reinforcement to assist students in their development and behavior; tutors individual students and small groups with special learning needs to reinforce learning and behavior modification techniques.
5. Collects data and maintains records of student progress in targeted behavior areas.
6. Assists in the development of appropriate goals for students' behavioral needs and in instruction of appropriate replacement behaviors for individual students.
7. Assists with training sessions for staff and/or parents.
8. Provides information to Supervisors concerning student progress.
9. Attends in-service training sessions.
10. Prepares specialized training and instructional materials related to individual programs.
11. Designs and implements program modifications.
12. Create visual supports and other materials for staff.
13. Provides demonstration and instruction to staff through modeling and/or shadowing techniques.
14. Maintains a variety of records and files, including confidential student records and information.

**CAPISTRANO UNIFIED SCHOOL DISTRICT**  
**Mental Health and Behavior Support Specialist – Page 2**

15. Works as part of mental health team by meeting and staffing with mental health personnel.
16. Coordinates the implementation of goals/outcomes with the IEP team.
17. Serves as a liaison for students between schools and programs.
18. Attends specialized training as required.
19. Operates simple office equipment, including tape recorder, copy machine, fax machine.
20. Performs other related duties as assigned.

**QUALIFICATIONS**

**Knowledge of:**

Basic concepts of child growth and development, developmental behavior characteristics specific to pupils with special learning needs; basic concepts of mental health supports and practices; behavior management strategies and techniques relating to pupils who experience atypical control problems; basic subjects including arithmetic, grammar, spelling and reading; routine record keeping techniques; methods and techniques of report preparation.

**Ability to:**

Demonstrate understanding, patient, and receptive attitude toward students of varied age groups, particularly those exhibiting special needs; train and provide leadership to other staff members; learn behavior intervention strategies and procedures such as identifying antecedents and consequences of behavior, function of behavior, and replacement behaviors; appropriately manage student behavior and guide students toward more acceptable social behaviors; develop and follow behavior intervention plans; utilize a variety of instructional materials and procedures to enhance a positive educational environment; communicate effectively in oral and written form; appreciate human diversity; perform simple clerical work and record keeping; operate computers and software; understand and carry out oral and written instructions; establish and maintain cooperative working relationships; comply with the District's customer service standards, as outlined in Board policy.

**Education/Experience:**

Any combination equivalent to: Completion of the twelfth grade supplemented by completion of District Behavior Training or equivalent background and experience; and two years of experience working with students with behavioral challenges and social/emotional concerns. Capistrano Autism Training (CAT) and Hughes Training (or equivalent) preferred.

**License/Certificate Requirement:**

Possession of a valid California Driver's License.

Pass a District proficiency test in English usage, language arts and math or have passed CBEST or have completed two years of college.

**PHYSICAL DEMANDS AND WORKING ENVIRONMENT**

*The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.*

**Environment:** Work is performed primarily in a classroom setting with travel between school sites.

**Physical:** Primary functions require sufficient physical ability and mobility to work in a classroom setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to occasionally assist with student restraint using approved methods; to operate office equipment requiring repetitive hand

movement and fine coordination including use of a computer keyboard; and to verbally communicate to exchange information.

**Vision:** See in the normal visual range with or without correction.

**Hearing:** Hear in the normal audio range with or without correction.

8/13



Ronda Walen  
CSEA Chapter 224 President



Jodee Brentlinger  
Assistant Superintendent  
Personnel Services

August 19, 2013  
Date

8-19-13  
Date

\_\_\_\_\_  
Nathan Banditelli  
CSEA Labor Relations Representative

\_\_\_\_\_  
Date



TENTATIVE AGREEMENT  
BETWEEN  
CAPISTRANO UNIFIED SCHOOL DISTRICT  
AND  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS CAPISTRANO CHAPTER 224

August 19, 2013

The parties agree to establish the Lead Theater Technician classification. The Lead Theater Technician Job Description shall read:

**CAPISTRANO UNIFIED SCHOOL DISTRICT**  
**San Juan Capistrano, California**

Range 42

**LEAD THEATER TECHNICIAN**

**DEFINITION**

Under direct supervision of the Director, Performing Arts Centers and Facilities and in consultation with site administration and visual and performing arts department, plan, organize and supervise all activities in a high school campus theater; perform a variety of technical tasks relative to the preparation and production of events; support tasks associated with the preparation and production of school and community events.

**EXAMPLES OF DUTIES**

*The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.*

1. Prepare and maintain theater master calendar of events.
2. Schedule or deny requests for facility in collaboration with Director, Performing Arts Centers and Facilities, site administration and office staff.
3. Coordinate, plan, and oversee the implementation of technical stage production activities.
4. Review and schedule activities to ensure that work is completed in a safe and appropriate manner; supervise and operate counter weight flying and rigging system; design house lighting plots, operate lighting and sound equipment.
5. Assist the Director, Performing Arts Centers and Facilities in the coordination of functional and technical training of custodians, part-time staff, and student assistants.
6. Develop and maintain ongoing safety and operations standards and practices in the theater proper and scene shop; and inspect and enforce stage material handling procedures.
7. Conduct regular inspections of all rigging and theatrical equipment per appropriate policy, standard, certification, and/or code, etc. and prepare written annual review.
8. Advise Director, Performing Arts Centers and Facilities of needed repairs and submit requisitions for equipment purchases and rentals.
9. Manage theater budgets by allocation of funds directed toward specific uses related to daily operations, new purchases, improvements, repairs and maintenance, which will be submitted

**CAPISTRANO UNIFIED SCHOOL DISTRICT**  
**Lead Theater Technician – Page 2**

10. to the Fine Arts office approval and forwarded to the Director, Performing Arts Centers and Facilities
11. Act as production consultant for site and community events.
12. Help students practice set/scenery construction, lighting, sound and stage management.
13. May perform minor first aid and prepare accident reports.
14. Perform related duties as assigned.

**QUALIFICATIONS**

**Knowledge of:**

Principles and practices of theatrical rigging, audio, lighting, theatrical set design and production; set construction practices, materials and equipment; ; theater house management; theater maintenance and safety operations; budget control and planning; computer operations and skills.

**Ability to:**

Organize audio, lighting and set designs in theatrical productions; effectively administer a variety of safe production activities; gain cooperation through discussion and persuasion; communicate clearly and concisely, both orally and in writing; establish and maintain cooperative working relationships with those contacted in the course of work; predict future consumable and repair cost or budget projections; comply with the district's customer service standards, as outlined in Board Policy.

**Education/Experience:** Equivalent to the completion of the twelfth grade.

**PHYSICAL DEMANDS AND WORKING ENVIRONMENT**

*The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.*

**Environment:** Work is performed primarily in a theater setting. The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee occasionally works near moving mechanical parts and in high, precarious places and is occasionally exposed to wet and/or humid conditions, fumes or airborne particles, risk of electrical shock, and vibration. The noise level in the work environment is usually moderate. This person will spend time changing and adjusting lights in high elevated situations.


**Physical:** The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.


Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is occasionally required to reach with hands and arms; climb or balance; and stoop, kneel, crouch, or crawl. The employee is occasionally required to stand, walk, sit, handle or feel objects, tools, or controls. The employee must occasionally lift moderately heavy to heavy loads of theater equipment and supplies.

**Vision:** Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus. See in the normal visual range with or without correction.

**Hearing:** Hear in the normal audio range with or without correction

8/13

  
\_\_\_\_\_  
Ronda Walen  
CSEA Chapter 224 President

  
\_\_\_\_\_  
Jodee Brentlinger  
Assistant Superintendent  
Personnel Services

  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Nathan Banditelli  
CSEA Labor Relations Representative

\_\_\_\_\_  
Date

TENTATIVE AGREEMENT  
BETWEEN  
CAPISTRANO UNIFIED SCHOOL DISTRICT  
AND  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS CAPISTRANO CHAPTER 224

August 19, 2013

The parties agree to establish the Theater Technician classification. The Theater Technician Job Description shall read:

**CAPISTRANO UNIFIED SCHOOL DISTRICT**  
**San Juan Capistrano, California**

Range 40

**THEATER TECHNICIAN**

**DEFINITION**

Under general supervision, assists Theater Manager in the operation and setup for events held in the theater center. This may include but not limited to, lighting, sound, fly systems and assisting clients.

**EXAMPLES OF DUTIES**

*The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.*

1. Assist in maintaining theater master calendar of events.
2. Assist in coordinating, planning, and implementation of stage production activities.
3. Assist in the operation, inspection, and maintenance of theater rigging system, theater equipment, state, sound and lighting systems.
4. Assist in the development and maintenance of ongoing safety operation standards and practices in the theater proper and scene shop; and assist in the inspection and enforcement of stage material handling procedures.
5. Advise Lead Theater Technician of needed repairs and maintenance needs of the facilities.
6. Assist as a production consultant for campus and community events.
7. Assist in various aspects of facility operations as requested.
8. May perform minor first aid and prepare accident reports
9. Perform related duties as assigned.

**QUALIFICATIONS**

**Knowledge of:**

Principles and practices of theatrical rigging, audio, lighting, theatrical set design and production, set construction practices, materials and equipment; modern office practices, computer operations and skills; procedures and equipment; safety regulations; proper lifting techniques.

**Ability to:**

Perform a variety of technical duties related to theater productions; work independently with minimal direction; communicate clearly and concisely, both orally and in writing; to develop cooperative working relationships with those contacted in the course of the work; **Capistrano**

operate a computer and assigned software; comply with the District's customer service standards, as outlined in Board Policy.

**Education/Experience:** Equivalent to the completion of the twelfth grade.

**PHYSICAL DEMANDS AND WORKING ENVIRONMENT**

*The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.*


**Environment:** Work is performed primarily in a theater setting. The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. While performing the duties of this job, the employee occasionally works near moving mechanical parts and in high, precarious places and is occasionally exposed to wet and/or humid conditions, fumes or airborne particles, risk of electrical shock, and vibration. The noise level in the work environment is usually moderate. This person may spend time changing and adjusting lights in high elevated situations.

**Physical:** The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. While performing the duties of this job, the employee is occasionally required to reach with hands and arms; climb or balance; and stoop, kneel, crouch, or crawl. The employee is occasionally required to stand, walk, sit, handle or feel objects, tools, or controls. The employee must occasionally lift moderately heavy to heavy loads of theater equipment and supplies.

**Vision:** Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus. Ability to see in the normal visual range with or without correction.

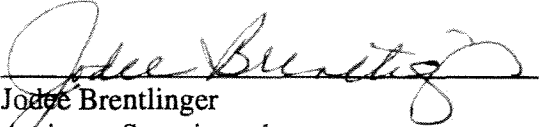
**Hearing:** Hear in the normal audio range with or without correction.

8/13

  
Ronda Walen  
CSEA Chapter 224 President

Date

\_\_\_\_\_  
Nathan Banditelli  
CSEA Labor Relations Representative

  
Jodee Brentlinger  
Assistant Superintendent  
Personnel Services

Date

\_\_\_\_\_  
Date

TENTATIVE AGREEMENT  
BETWEEN  
CAPISTRANO UNIFIED SCHOOL DISTRICT  
AND  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS CAPISTRANO CHAPTER 224

August 19, 2013

The parties agree to establish the Transportation Inventory Storekeeper classification. The Transportation Inventory Storekeeper Job Description shall read:

**CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California**

Range 33

**TRANSPORTATION INVENTORY STOREKEEPER**

**DEFINITION**

Under general supervision, to receive, inspect, and store a complete stock of automotive bus and other vehicle repair parts, tools, and equipment; to maintain inventory control and distribution of repair parts; to assist in the purchase of parts and equipment;.

**EXAMPLES OF DUTIES**

*The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.*

1. Establishes and maintains vehicle repair parts, tools, and equipment inventory control records.
2. Performs data input of stocks, work orders, fuel log, vehicle inspection, and mileage records.
3. Compiles and summarizes parts information reports.
4. Contacts vendors to obtain price comparisons.
5. Initiates purchase requisitions.
6. Monitors and reviews fuel usage.
7. Establishes bus tire replacement schedule with vendors.
8. Assists mechanics with parts identification and replacement compatibility.
9. Picks up and delivers white fleet vehicles.
10. Assists in the maintenance of a clean, safe, and orderly work area.
11. Answers shop phone and relays information to mechanics.
12. Follows up on purchase requisitions.
13. Performs other related duties as required.

**QUALIFICATIONS**

**Knowledge of:**

Procedures, methods, and techniques of parts distribution, and inventory control systems; automotive and other vehicle parts, tools, and equipment; computer operation and use of software packages; record keeping methods and techniques.

**Ability to:**

Maintain accurate records; prepare clear and concise reports; establish priorities and; understand and carry out oral and written instructions; establish and maintain cooperative working relationships; comply with the District's customer service standards, as outlined in Board policy.

**Education/Experience:**

Any combination equivalent to: Completion of the twelfth grade; two years experience in stock

distribution and inventory control, preferably including experience in a vehicle parts department.

**License/Certificate Requirement:**

Possession of a valid California Driver's License and forklift operators certificate.

Subject to mandatory pre-employment drug testing and random testing after appointment.

**PHYSICAL DEMANDS AND WORKING ENVIRONMENT**

*The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.*

**Environment:** Work is performed primarily in a vehicle maintenance shop setting.

**Physical:** Primary functions require sufficient physical ability and mobility to work in a vehicle maintenance shop setting; to stand or sit for prolonged periods of time; to stoop, bend, kneel, crouch, reach, grasp, and twist; to lift, carry, push, and/or pull moderate to heavy amounts of weight; and to verbally communicate to exchange information.

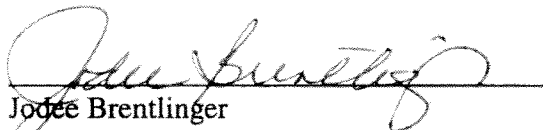
**Vision:** See in the normal visual range with or without correction.

**Hearing:** Hear in the normal audio range with or without correction.

8/13




Ronda Walen  
CSEA Chapter 224 President



Jodee Brentlinger  
Assistant Superintendent  
Personnel Services



Date



Date

\_\_\_\_\_  
Nathan Banditelli  
CSEA Labor Relations Representative

\_\_\_\_\_  
Date

**Orange County Department of Education  
District Fiscal Services**

**PUBLIC DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT**  
in Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR, Title V, Section 15449

Capistrano Unified School District - California School Employees Association.

**School District - Bargaining Unit:** Chapter 224 (CSEA)

**Certificated, Classified, Other:** Classified

The proposed agreement covers the period beginning: July 1, 2013 and ending: June 30, 2014  
(date) (date)

The Governing Board will act upon this agreement on: October 1, 2013  
(date)

**A. Proposed Change in Compensation**

Compensation	Annual Cost Prior to Proposed Agreement FY 2013-14	Fiscal Impact of Proposed Agreement		
		Year 1 Increase/(Decrease) 2013-14 FY	Year 2 Increase/(Decrease) FY	Year 3 Increase/(Decrease) FY
1 <b>Salary Schedule</b> Decreases: 6-7 furlough days	\$ 47,716,388 above amt. includes other compensation	\$ (1,355,000)	\$ -	\$ -
		-2.84%	0.00%	0.00%
2 <b>Step and Column</b> Increase (Decrease) Due to movement plus any changes due to settlement	\$ 1,033,000	\$ (1,033,000)	\$ -	\$ -
		-100.00%	0.00%	0.00%
3 <b>Other Compensation -</b> Increase (Decrease) (Stipends, Bonuses, Longevity, Overtime, etc.)  <b>Description of other compensation:</b> Eliminate 10 month calendar and make all 10.5 month	\$ -	\$ -	\$ -	\$ -
		0.00%	0.00%	0.00%
		\$ 217,000		
4 <b>Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare etc.</b>	\$ 10,062,215	\$ (326,438)	\$ -	\$ -
		-3.24%	0.00%	0.00%
5 <b>Health/Welfare Plans</b>	\$ 9,943,010	\$ -	\$ -	\$ -
		0.00%	0.00%	0.00%
6 <b>Total Compensation -</b> Increase (Decrease) (Total Lines 1-5)	\$ 68,754,613	\$ (2,497,438.00)	\$ -	\$ -
7 <b>Total Number of Represented Employees</b> (Use FTEs if appropriate)	1,298.00	0	0	0
8 <b>Total Compensation Average Cost per Employee</b>	\$ 52,970	\$ -	\$ -	\$ -
			0.00%	0.00%



9. What was the negotiated percentage increase approved? For example, if the increase in "Year 1" was for less than a full year, what is the annualized percentage of that increase for "Year 1"?

There is no increase. For 2013-2014 , members will have a one (1) year salary schedule step freeze, six or seven (6 or 7) furlough days depending on their calendar and the ten (10) month calendar eliminated making them ten and a half (10.5) month employees.

10. Were any additional steps, columns, or ranges added to the schedules? (If yes, please explain.)

No

11. Please include comments and explanations as necessary.

For 2013-2014 , members who are on the nine and a half (9.5) month calendar will be taking six (6) furlough days. All other calendars will have seven (7) furlough days.

12. Does this bargaining unit have a negotiated cap for Health and Welfare benefits? Yes ☒ No ☐

If yes, please describe the cap amount.

The plans are capped at the 2010 calendar year rates. The capped amounts vary depending on which plan and whether the employee has dependents.

- B. Proposed Negotiated Changes in Noncompensation Items** (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

N/A

- C. What are the specific impacts on instructional and support programs to accommodate the settlement?**

Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

There is a reduction of three (3) instructional days planned for 2013-2014.

- D. What contingency language is included in the proposed agreement?** Include specific areas identified reopeners, applicable fiscal years, and specific contingency language.

None.

- E. Will this agreement create, increase or decrease deficit financing in the current or subsequent year(s)?**  
"Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If yes, explain the amounts and justification for doing so.

This agreement will reduce the deficit spending.

- F. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.**

None

- G. Source of Funding for Proposed Agreement**

1. Current Year

N/A since the settlement is a decrease there is no increase obligation.

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years (i.e., what will allow the district to afford this contract)?

The added furlough days and salary reductions will be for one year only and will require reopening negotiations for the following year.

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

N/A since the settlement is a decrease there are no increased obligations.

**H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET****Unrestricted General Fund**Enter Bargaining Unit: **California School Employees Association, Chapter 224 (CSEA)**

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 10/1/13 )	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
<b>REVENUES</b>				
Revenue Limit Sources (8010-8099)	\$ 252,191,904	\$ -		\$ 252,191,904
Remaining Revenues (8100-8799)	\$ 46,245,877	\$ -		\$ 46,245,877
<b>TOTAL REVENUES</b>	\$ 298,437,781	\$ -	\$ -	\$ 298,437,781
<b>EXPENDITURES</b>				
Certificated Salaries (1000-1999)	\$ 153,444,285	\$ -		\$ 153,444,285
Classified Salaries (2000-2999)	\$ 27,630,032	\$ (2,171,000)		\$ 25,459,032
Employee Benefits (3000-3999)	\$ 54,953,461	\$ (326,438)		\$ 54,627,023
Books and Supplies (4000-4999)	\$ 5,730,202	\$ -		\$ 5,730,202
Services, Other Operating Expenses (5000-5999)	\$ 17,266,630	\$ -		\$ 17,266,630
Capital Outlay (6000-6599)	\$ 260,000	\$ -		\$ 260,000
Other Outgo (7100-7299) (7400-7499)	\$ 3,797,559	\$ -		\$ 3,797,559
Direct Support/Indirect Cost (7300-7399)	\$ (4,794,776)	\$ -		\$ (4,794,776)
Other Adjustments				
<b>TOTAL EXPENDITURES</b>	\$ 258,287,393	\$ (2,497,438)	\$ -	\$ 255,789,955
<b>OPERATING SURPLUS (DEFICIT)</b>	\$ 40,150,388	\$ 2,497,438	\$ -	\$ 42,647,826
<b>TRANSFERS IN &amp; OTHER SOURCES (8910-8979)</b>	\$ 2,111,057	\$ -	\$ -	\$ 2,111,057
<b>TRANSFERS OUT &amp; OTHER USES (7610-7699)</b>	\$ -	\$ -	\$ -	\$ -
<b>CONTRIBUTIONS (8980-8999)</b>	\$ (50,296,653)	\$ -		\$ (50,296,653)
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	\$ (8,035,208)	\$ 2,497,438	\$ -	\$ (5,537,770)
<b>BEGINNING BALANCE</b>	\$ 15,317,343			\$ 15,317,343
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
<b>CURRENT-YEAR ENDING BALANCE</b>	\$ 7,282,135	\$ 2,497,438	\$ -	\$ 9,779,573
<b>COMPONENTS OF ENDING BALANCE:</b>				
Nonspendable Reserves (9711-9719)	\$ 325,000	\$ -	\$ -	\$ 325,000
Restricted Reserves (9740)	\$ -	\$ -	\$ -	\$ -
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ 150,000	\$ -	\$ -	\$ 150,000
Reserve for Economic Uncertainties (9789)	\$ 7,296,000	\$ -		\$ 7,296,000
Unassigned/Unappropriated (9790)	\$ (488,865)	\$ 2,497,438	\$ -	\$ 2,008,573

\* Please see question on page 7.

## H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

### Restricted General Fund

Enter Bargaining Unit: **California School Employees Association, Chapter 224 (CSEA)**

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 10/1/13)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
<b>REVENUES</b>				
Revenue Limit Sources (8010-8099)	\$ 5,243,532	\$ -		\$ 5,243,532
Remaining Revenues (8100-8799)	\$ 64,658,015	\$ -		\$ 64,658,015
<b>TOTAL REVENUES</b>	\$ 69,901,547	\$ -	\$ -	\$ 69,901,547
<b>EXPENDITURES</b>				
Certificated Salaries (1000-1999)	\$ 36,343,173	\$ -		\$ 36,343,173
Classified Salaries (2000-2999)	\$ 29,439,699	\$ -		\$ 29,439,699
Employee Benefits (3000-3999)	\$ 19,998,252	\$ -		\$ 19,998,252
Books and Supplies (4000-4999)	\$ 7,856,209	\$ -		\$ 7,856,209
Services, Other Operating Expenses (5000-5999)	\$ 14,220,046	\$ -		\$ 14,220,046
Capital Outlay (6000-6599)	\$ -	\$ -	\$ -	\$ -
Other Outgo (7100-7299) (7400-7499)	\$ 6,391,845	\$ -	\$ -	\$ 6,391,845
Direct Support/Indirect Cost (7300-7399)	\$ 4,187,244	\$ -		\$ 4,187,244
Other Adjustments				
<b>TOTAL EXPENDITURES</b>	\$ 118,436,468	\$ -	\$ -	\$ 118,436,468
<b>OPERATING SURPLUS (DEFICIT)</b>	\$ (48,534,921)	\$ -	\$ -	\$ (48,534,921)
<b>TRANSFERS IN &amp; OTHER SOURCES (8910-8979)</b>	\$ -	\$ -	\$ -	\$ -
<b>TRANSFERS OUT &amp; OTHER USES (7610-7699)</b>	\$ -	\$ -	\$ -	\$ -
<b>CONTRIBUTIONS (8980-8999)</b>	\$ 50,296,653	\$ -		\$ 50,296,653
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	\$ 1,761,732	\$ *	\$ -	\$ 1,761,732
<b>BEGINNING BALANCE</b>	\$ 6,076,172			\$ 6,076,172
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
<b>CURRENT-YEAR ENDING BALANCE</b>	\$ 7,837,904	\$ -	\$ -	\$ 7,837,904
<b>COMPONENTS OF ENDING BALANCE:</b>				
Nonspendable Reserves (9711-9719)	\$ -	\$ -	\$ -	\$ -
Restricted Reserves (9740)	\$ 7,837,904	\$ -	\$ -	\$ 7,837,904
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties (9789)	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated (9790)	\$ -	\$ -	\$ -	\$ -

\* Please see question on page 7.

## H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Combined General Fund				
Enter Bargaining Unit: California School Employees Association, Chapter 224 (CSEA)				
	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 10/1/13 )	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
<b>REVENUES</b>				
Revenue Limit Sources (8010-8099)	\$ 257,435,436	\$ -	\$ -	\$ 257,435,436
Remaining Revenues (8100-8799)	\$ 110,903,892	\$ -	\$ -	\$ 110,903,892
<b>TOTAL REVENUES</b>	\$ 368,339,328	\$ -	\$ -	\$ 368,339,328
<b>EXPENDITURES</b>				
Certificated Salaries (1000-1999)	\$ 189,787,458	\$ -	\$ -	\$ 189,787,458
Classified Salaries (2000-2999)	\$ 57,069,731	\$ (2,171,000)	\$ -	\$ 54,898,731
Employee Benefits (3000-3999)	\$ 74,951,713	\$ (326,438)	\$ -	\$ 74,625,275
Books and Supplies (4000-4999)	\$ 13,586,411	\$ -	\$ -	\$ 13,586,411
Services, Other Operating Expenses (5000-5999)	\$ 31,486,676	\$ -	\$ -	\$ 31,486,676
Capital Outlay (6000-6599)	\$ 260,000	\$ -	\$ -	\$ 260,000
Other Outgo (7100-7299) (7400-7499)	\$ 10,189,404	\$ -	\$ -	\$ 10,189,404
Direct Support/Indirect Cost (7300-7399)	\$ (607,532)	\$ -	\$ -	\$ (607,532)
Other Adjustments				
<b>TOTAL EXPENDITURES</b>	\$ 376,723,861	\$ (2,497,438)	\$ -	\$ 374,226,423
OPERATING SURPLUS (DEFICIT)	\$ (8,384,533)	\$ 2,497,438	\$ -	\$ (5,887,095)
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ 2,111,057	\$ -	\$ -	\$ 2,111,057
TRANSFERS OUT & OTHER USES (7610-7699)	\$ -	\$ -	\$ -	\$ -
CONTRIBUTIONS (8980-8999)	\$ -	\$ -	\$ -	\$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (6,273,476)	\$ 2,497,438	\$ -	\$ (3,776,038)
<b>BEGINNING BALANCE</b>	\$ 21,393,515			\$ 21,393,515
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
<b>CURRENT-YEAR ENDING BALANCE</b>	\$ 15,120,039	\$ 2,497,438	\$ -	\$ 17,617,477
<b>COMPONENTS OF ENDING BALANCE:</b>				
Nonspendable Reserves (9711-9719)	\$ 325,000	\$ -	\$ -	\$ 325,000
Restricted Reserves (9740)	\$ 7,837,904	\$ -	\$ -	\$ 7,837,904
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ 150,000	\$ -	\$ -	\$ 150,000
Reserve for Economic Uncertainties (9789)	\$ 7,296,000	\$ -	\$ -	\$ 7,296,000
Unassigned/Unappropriated (9790)	\$ (488,865)	\$ 2,497,438	\$ -	\$ 2,008,573

\* Please see question on page 7.

**I. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS****Combined General Fund**Enter Bargaining Unit: **California School Employees Association, Chapter 224 (CSEA)**

	<b>2013-14</b>	<b>2014-15</b>	<b>2015-16</b>
	Total Current Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
<b>REVENUES</b>			
Revenue Limit Sources (8010-8099)	\$ 257,435,436	\$ 257,435,436	\$ 257,435,436
Remaining Revenues (8100-8799)	\$ 110,903,892	\$ 106,559,677	\$ 113,365,687
<b>TOTAL REVENUES</b>	\$ 368,339,328	\$ 363,995,113	\$ 370,801,123
<b>EXPENDITURES</b>			
Certificated Salaries (1000-1999)	\$ 189,787,458	\$ 199,271,969	\$ 202,261,049
Classified Salaries (2000-2999)	\$ 54,898,731	\$ 58,574,530	\$ 59,746,021
Employee Benefits (3000-3999)	\$ 74,625,275	\$ 76,999,186	\$ 77,993,061
Books and Supplies (4000-4999)	\$ 13,586,411	\$ 18,056,051	\$ 10,940,039
Services, Other Operating Expenses (5000-5999)	\$ 31,486,676	\$ 29,755,521	\$ 29,821,672
Capital Outlay (6000-6999)	\$ 260,000	\$ 260,000	\$ 260,000
Other Outgo (7100-7299) (7400-7499)	\$ 10,189,404	\$ 10,061,313	\$ 9,761,313
Direct Support/Indirect Cost (7300-7399)	\$ (607,532)	\$ (607,532)	\$ (607,532)
Other Adjustments		\$ (16,500,000)	\$ (17,200,000)
<b>TOTAL EXPENDITURES</b>	\$ 374,226,423	\$ 375,871,038	\$ 372,975,623
<b>OPERATING SURPLUS (DEFICIT)</b>	\$ (5,887,095)	\$ (11,875,925)	\$ (2,174,500)
<b>TRANSFERS IN &amp; OTHER SOURCES (8910-8979)</b>	\$ 2,111,057	\$ 2,111,057	\$ 2,111,057
<b>TRANSFERS OUT &amp; OTHER USES (7610-7699)</b>	\$ -	\$ -	\$ -
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	\$ (3,776,038)	\$ (9,764,868)	\$ (63,443)
<b>BEGINNING BALANCE</b>	\$ 21,393,515	\$ 17,617,477	\$ 7,852,609
<b>CURRENT-YEAR ENDING BALANCE</b>	\$ 17,617,477	\$ 7,852,609	\$ 7,789,166
<b>COMPONENTS OF ENDING BALANCE:</b>			
Nonspendable Reserves (9711-9719)	\$ 325,000	\$ 325,000	\$ 325,000
Restricted Reserves (9740)	\$ 7,837,904	\$ -	\$ -
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ 150,000	\$ -	
Reserve for Economic Uncertainties (9789)	\$ 7,296,000	\$ 7,296,000	\$ 7,296,000
Unassigned/Unappropriated (9790)	\$ 2,008,573	\$ 231,609	\$ 168,166

## J. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

### 1. State Reserve Standard

		2013-14	2014-15	2015-16
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 374,226,423	\$ 375,871,038	\$ 372,975,623
b.	State Standard Minimum Reserve Percentage for this District is 2%	2.00%	2.00%	2.00%
c.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b. OR \$50,000	\$ 7,484,528	\$ 7,517,421	\$ 7,459,512

### 2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a.	General Fund Budgeted Unrestricted Reserve for Economic Uncertainties (9789)	\$ 7,296,000	\$ 7,296,000	\$ 7,296,000
b.	General Fund Budgeted Unrestricted Unassigned/Unappropriated Amount (9790)	\$ 2,008,573	\$ 231,609	\$ 168,166
c.	Special Reserve Fund (Fund 17) Budgeted Reserve for Economic Uncertainties (9789)	\$	\$	\$
d.	Special Reserve Fund (Fund 17) Budgeted Unassigned/Unappropriated Amount (9790)	\$	\$	\$
g.	Total Available Reserves	\$ 9,304,573	\$ 7,527,609	\$ 7,464,166
h.	Reserve for Economic Uncertainties Percentage	2.49%	2.00%	2.00%

### 3. Do unrestricted reserves meet the state minimum reserve amount?

2013-14	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2014-15	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2015-16	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

### 4. If no, how do you plan to restore your reserves?

5. If the total amount of the adjustment in Column 2 on Page 4 does not agree with the amount of the Total Compensation Increase in Section A, Line 5, Page 1 (i.e., increase was partially budgeted), explain the variance below:

6. Please include any additional comments and explanations of Page 4 as necessary:



**K. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF COLLECTIVE BARGAINING AGREEMENT**

The disclosure document must be signed by the District Superintendent and Chief Business Officer at the time of public disclosure.

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Officer of Capistrano Unified School District, hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement between the District and the California School Employees Association, Chapter 224 Bargaining Unit, during the term of the agreement from July 01, 2013 to June 30, 2014 .

The budget revisions necessary to meet the costs of the agreement in each year of its term are as follows:

<b>Budget Adjustment Categories:</b>	<b>Budget Adjustment Increase (Decrease)</b>
Revenues/Other Financing Sources	
Expenditures/Other Financing Uses	-
Ending Balance Increase (Decrease)	-

(No budget revisions necessary - included in revised budget)

<hr/>	<hr/>
<b>District Superintendent</b>	<b>1-Oct-13</b>
<b>(Signature)</b>	<b>Date</b>
<hr/>	<hr/>
<b>Chief Business Officer</b>	<b>1-Oct-13</b>
<b>(Signature)</b>	<b>Date</b>

## L. CERTIFICATION NO. 2

The disclosure document must be signed by the district Superintendent or designee at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Section 3547.5.

\_\_\_\_\_  
**District Superintendent (or Designee)**  
(Signature)

\_\_\_\_\_  
1-Oct-13

**Date**

\_\_\_\_\_  
**President or Clerk of Governing Board**  
(Signature)

\_\_\_\_\_  
1-Oct-13

**Date**

\_\_\_\_\_  
Philippa Geiger, Executive Director, Fiscal Services  
**Contact Person**

\_\_\_\_\_  
949- 234-9316  
**Phone**