

CAPISTRANO UNIFIED SCHOOL DISTRICT
33122 Valle Road
San Juan Capistrano, CA 92675
BOARD OF TRUSTEES
Special Meeting

February 13, 2018

Closed Session 5:00 p.m.
Open Session 6:00 p.m.

AGENDA

CLOSED SESSION AT 5:00 P.M.

1. CALL TO ORDER

2. CLOSED SESSION COMMENTS

3. CLOSED SESSION (as authorized by law)

A. PUBLIC EMPLOYMENT AND EVALUATION OF PERFORMANCE

Superintendent

(Pursuant to Government Code § 54957(b))

B. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Property: Pacifica San Juan property. 7.292 acre property located at the north east corner of Camino Las Ramblas and Avenida California

District Negotiators: Kirsten M. Vital and Clark Hampton

Attorney: Terry Tao

Negotiating Party: One or more potential buyers for the Property who may purchase the Property through a request for proposals process

Under Negotiation: Price and Terms of Payment

RECORDING OF SCHOOL BOARD MEETINGS

In accordance with Board Policy 9324, Board Minutes, all Regular School Board Meetings will be audio recorded.

OPEN SESSION AT 6:00 P.M.

CALL TO ORDER – ROLL CALL

PLEDGE OF ALLEGIANCE

ADOPTION OF THE AGENDA

REPORT ON CLOSED SESSION ACTION

ORAL COMMUNICATIONS (Non-Agenda Items)

Oral Communications will occur immediately following Report on Closed Session Action. The total time for Oral Communications shall be twenty (20) minutes. Individual presentations are limited to a maximum of three (3) minutes per individual.

DISCUSSION/ACTION ITEMS

1. RECOMMENDATION OF TENTATIVE AGREEMENT WITH CAPISTRANO UNIFIED EDUCATION ASSOCIATION (CUEA), FOR JULY 1, 2016 – JUNE 30, 2019:

DISCUSSION/
ACTION
Page 1
EXHIBIT 1

The purpose of this agenda item is to seek approval of the Tentative Agreement between the District and the Capistrano Unified Education Association (CUEA). In addition to the Tentative Agreement, the Public Disclosure of Collective Bargaining Agreement is included in the exhibit. The total estimated fiscal impact of this agreement is approximately \$10,288,100 in 2017-2018, an additional \$1,455,860 in 2018-2019 and an additional \$1,097,000 ongoing thereafter.

CUSD WIG 2: Communications – Communicate with, and engage students, parents, employees, and community members in Districtwide and community-specific decisions.

Contact: Gordon Amerson, Associate Superintendent, Human Resource Services

Staff Recommendation

It is recommended the Board President recognize Gordon Amerson, Associate Superintendent, Human Resource Services to present this item.

Following discussion, it is recommended the Board of Trustees approve the Tentative Agreement with the Capistrano Unified Education Association (CUEA), for July 1, 2016 – June 30, 2019.

Motion by _____ Seconded by _____

2. RESOLUTION NO. 1718-33, RETIREMENT INCENTIVE FOR CERTIFICATED NON-MANAGEMENT EMPLOYEES:

DISCUSSION/
ACTION
Page 59
EXHIBIT 2

The District worked with Public Agency Retirement Services (PARS) to design a Supplementary Retirement Plan (SRP) which is a retirement incentive that is designed to encourage senior Certificated Non-Management employees to retire early. The goal of the program is to generate savings, or at a minimum, no cost to the District by increasing the number of retirements in the 2017-2018 school year. As the administrator of the SRP, PARS will assist the District in the initial design, perform plan communication and enrollment, and conduct all ongoing administration of the program. PARS will hold orientation meetings at District locations to provide information regarding the program to eligible employees and will be available for questions and additional information throughout the enrollment period. Pacific Life Insurance Company will serve as the plan insurer.

CUSD WIG 3: Facilities – Optimize facilities and learning environments for all students.

Contact: Clark Hampton, Deputy Superintendent, Business and Support Services

Staff Recommendation

It is recommended the Board President recognize Clark Hampton, Deputy Superintendent, Business and Support Services, to present this item.

Following discussion, it is recommended the Board of Trustees adopt Resolution No. 1718-33, Retirement Incentive for Certificated Non-Management Employees.

Motion by _____ Seconded by _____

3. RECOMMENDATION OF REVISED MANAGEMENT, SUPERVISORY, CONFIDENTIAL SALARY SCHEDULE: DISCUSSION/
ACTION

The purpose of this agenda item is to seek approval of the revised Management, Supervisory, Confidential salary schedule. The total estimated fiscal impact of this agreement is approximately \$870,000 in 2017-2018, an additional \$505,000 in 2018-2019 and an additional \$130,000 ongoing thereafter. \$518,000 of this amount is contingent upon the Governor's Budget.

CUSD WIG 2: Communications – Communicate with, and engage students, parents, employees, and community members in Districtwide and community-specific decisions.

Contact: Gordon Amerson, Associate Superintendent, Human Resource Services

It is recommended the Board President recognize Gordon Amerson, Associate Superintendent, Human Resource Services to present this item.

Following discussion, it is recommended the Board of Trustees approve the revised Management, Supervisory, Confidential salary schedule for July 1, 2016 – June 30, 2019.

Motion by _____ Seconded by _____

4. ESENCIA K-8 UPDATE ON PROGRESS AND ENROLLMENT PROJECTIONS: INFORMATION/
DISCUSSION

Staff will be providing Trustees an update on Esencia School. The presentation will highlight the construction progress, the communication and collaboration activities that have taken place with parents and community partners, as well as an analysis of student enrollment projections. Staff will also request direction from the Board regarding the grade levels to be offered; K-5, K-6, K-7 or K-8 for the 2018-2019 school year.

CUSD WIG 1: Teaching and Learning – Engage students in meaningful, challenging, and innovative educational experiences to increase post-secondary options for all students.

CUSD Wig 3: Facilities-Optimize facilities and learning environments for all students.

Contact: Susan Holliday, Associate Superintendent, Education Services

Staff Recommendation

It is recommended the Board President recognize Susan Holliday, Associate Superintendent, Education Services, to present this item.

Following discussion, it is recommended the Board of Trustees provide direction to staff for the opening of Esencia K-8 and the grade levels to be offered for the 2018-2019 school year.

5. BUSINESS PLAN EFFICIENCIES AND DECLINING ENROLLMENT: INFORMATION/
DISCUSSION

As District enrollment continues to decline, the method in which the District aligns staffing and services commensurate with that decline should be discussed. Part of this alignment is automatic as in the case of classroom teachers and instructional site supply allocations. For other services, the staffing alignment must be identified in some other manner such as developing an optimal staffing level for various other services or determining what the greatest priorities are for the District. Staff will present a brief outline of the issues along with various possible options to optimize efficiencies.

CUSD WIG 2: Communications – Communicate with, and engage students, parents, employees, and community members in Districtwide and community-specific decisions.

Contact: Clark Hampton, Deputy Superintendent, Business and Support Services

Page 75
EXHIBIT 3

Page 92
EXHIBIT 4

Page 124
EXHIBIT 5

Staff Recommendation

It is recommended the Board President recognize Clark Hampton, Deputy Superintendent, Business and Support Services, to present information on this item and answer any questions Trustees may have. This is an information item only and no Board action is necessary.

6. WEIGHTED STUDENT FUNDING PILOT PROGRAM APPLICATION:

DISCUSSION/
ACTION

The U.S. Department of Education (ED) on Friday, February 2, 2018 announced it will open the application period for the Weighted Student Funding pilot program authorized under the Every Student Succeeds Act (ESSA). Local educational agencies can apply directly to ED for the pilot. Participants in the pilot program will have the opportunity to combine certain federal, state, and local funds and allocate those funds to schools based on the number of students and their level of need, often known as “weighted student funding.” Participating school districts must meet certain statutory requirements in designing their funding system, including providing greater weight to students from low-income families, English learners, and any other disadvantaged subgroup identified by the district. Districts are also required to engage in stakeholder consultation throughout the planning process. Up to 50 school districts will be eligible to participate during the first three years of the program. The application opened on February 7, 2018. For districts intending to use the flexibility in the 2018-2019 school year, applications are due by March 12, 2018. Districts that would like to use the flexibility for the 2019-2020 school year must submit the application to ED by July 15, 2018.

CUSD WIG 1: Teaching and Learning – Engage students in meaningful, challenging, and innovative educational experiences to increase post-secondary options for all students.

Contact: Clark Hampton, Deputy Superintendent, Business and Support Services

Staff Recommendation

It is recommended the Board President recognize Clark Hampton, Deputy Superintendent, Business and Support Services, to present this item.

Following discussion, it is recommended the Board of Trustees decline the option to submit an application for the Weighted Student Funding pilot program.

Motion by _____ Seconded by _____

ADJOURNMENT

Motion by _____ Seconded by _____

**THE NEXT REGULAR MEETING OF THE BOARD OF TRUSTEES IS
WEDNESDAY, FEBRUARY 28, 2018 7:00 P.M.
AT THE CAPISTRANO UNIFIED SCHOOL DISTRICT OFFICE BOARD ROOM
33122 VALLE ROAD, SAN JUAN CAPISTRANO, CALIFORNIA**

For information regarding Capistrano Unified School District, please visit our website: www.capousd.org

INSTRUCTIONS FOR PRESENTATIONS TO THE BOARD BY PARENTS AND CITIZENS PRESENT AT THIS MEETING

We are pleased you can be with us at this meeting, and we hope you will return often. Your visit assures us of continuing community interest in our schools.

The members of the Board of Trustees of this District are locally elected state officials, who serve four-year terms of office, and who are responsible for the educational program of our community from grades kindergarten through twelve. They are required to conduct programs of the schools in accordance with the State of California Constitution, the State Education Code, and other laws relating to schools enacted by the Legislature, and policies and procedures which this Board adopts.

The Board is a policy-making body whose actions are guided by the school district's Mission and Goals. Administration of the District is delegated to a professional administrative staff headed by the Superintendent.

The agenda and its extensive background material are studied by each member of the Board for at least two days preceding the meeting. Board Members can call the administrative staff for clarification on any item, and many of the items on the agenda were discussed by the Board during previous meetings. These procedures enable the Board to act more effectively on agenda items than would otherwise be possible.

WHAT TO DO IF YOU WISH TO ADDRESS THE BOARD OF TRUSTEES

CLOSED SESSION: In accordance with Education Code § 35146 and Government Code § 54957, the Board may recess to Closed Session to discuss personnel matters which they consider inadvisable to take up in a public meeting.

Members of the public shall have an opportunity to address the Board regarding items on the agenda to be considered during Closed Session prior to the Board adjourning the meeting to Closed Session. Individual presentations are limited to a maximum of three minutes; however, the time assigned for individual presentations could be fewer than three minutes depending upon the total number of speakers who wish to address a specific agenda topic.

ORAL COMMUNICATIONS (Non-Agenda Items): Regular, scheduled meetings of the Board shall have a portion of each meeting devoted to Oral Communications. Oral Communications, will take place following Special Recognitions. The total time for the Oral Communications portion of regular meetings shall be twenty minutes. Individual presentations are limited to a maximum of three minutes per individual but could be less if there are a large number of Oral Communication speakers. Legally, the Board may not take action on items raised by speakers under Oral Communications. The Board may, however, at its discretion, refer items to the administration for follow-up or place topics on a future Board agenda.

ORAL COMMUNICATIONS (Agenda Items): Members of the public shall also have an opportunity to address the Board on Open Session agenda items before their consideration by the Board. Individual presentations for the Consent Calendar are limited to a maximum of five minutes for all Consent Calendar items. Individual presentations for Discussion/Action agenda items are limited to a maximum of three minutes however; the time assigned for individual presentations could be fewer than three minutes depending upon the total number of speakers, who wish to address a specific agenda topic. The total time for presentations shall be limited to twenty minutes per agenda topic, unless the Board grants additional time. The Board shall hear all presentations after any staff comments but prior to the formal discussion by Board members of the agenda topic under consideration.

Once an agenda item has been opened for public comment, no additional "Request to Address the Board of Trustees" cards shall be accepted for that topic unless otherwise approved by the Board. When addressing a specific item on the agenda, the Board may vote to allow additional public speaker time for an individual Discussion/Action item.

PUBLIC HEARINGS: Any time the Board schedules a separate public hearing on a given topic, it shall not hear speakers on that topic before the public hearing, except as to the scheduling of the hearing, nor shall it hear speakers after the hearing, except as to changes in the recommended action at the time of the hearing.

REASONABLE ACCOMMODATION

In order to help ensure participation in the meeting of disabled individuals, appropriate disability-related accommodations or modifications shall be provided by the Board, upon request, in accordance with the Americans with Disabilities Act (ADA). Persons with a disability who require a disability-related accommodation or modification, including auxiliary aids and services in order to participate in a Board meeting, shall contact the Superintendent or designee in writing by noon on the Friday before the scheduled meeting. Such notification shall provide school district personnel time to make reasonable arrangements to assure accessibility to the meeting.

**CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD REPORT**

To: Board of Trustees

From: Gordon Amerson, Ed.D., Associate Superintendent, Human Resource Services

Date: February 13, 2018

Board Item: Recommendation of Tentative Agreement with Capistrano Unified Education Association (CUEA), for July 1, 2016 – June 30, 2019

HISTORY

This is a standing item that is presented to the Board of Trustees on an as needed basis.

BACKGROUND INFORMATION

In 1975, the California Legislature enacted the Education Employment Relations Act (EERA). The EERA establishes a system of labor relations for employees employed by school districts.

The purpose of the EERA is to promote the improvement of personnel management and employer-employee relations within the public school systems of the State of California by providing a uniform basis for recognizing the right of public school employees to join organizations of their own choice, to be represented by such organizations in their professional and employment relationships with public school employees, to select one employee organization as the exclusive representative of the employees in an appropriate unit, and to afford certificated employees a voice in the formulation of educational policy.

The EERA provides that a public school employer or such representatives as it may designate shall meet and negotiate with and only with representatives of employee organizations selected as exclusive representatives of appropriate units upon request with regard to matters within the scope of representative.

CURRENT CONSIDERATIONS

This agenda item presents for Board consideration the approval of the Tentative Agreement with Capistrano Unified Education Association (CUEA), for July 1, 2016 – July 1, 2019 along with the financial document prepared in accordance with Assembly Bill (AB) 1200 (Statute of 1991, Chapter 1213) and Government Code 3547.5 as amended by AB 2756 which was submitted to the Orange County Department of Education (OCDE) for their analysis. The response from the OCDE is included in this item.

FINANCIAL IMPLICATIONS

The total fiscal impact of this agreement is approximately \$10,288,000 in 2017-2018, an additional \$1,455,860 in 2018-2019 and an additional \$1,097,000 ongoing thereafter. As stated in the agreement \$4,400,000 of this amount is contingent upon the Governor's Budget.

STAFF RECOMMENDATION

It is recommended the Board of Trustees approve the Tentative Agreement with Capistrano Unified Education Association (CUEA), for July 1, 2016 – July 1, 2019.

PREPARED BY: Gordon Amerson, Ed.D., Associate Superintendent, Human Resource Services

Comprehensive Tentative Agreement

Capistrano Unified School District and the Capistrano Unified Education Association for the 2016-2017 through 2018-2019 School Years

January 12, 2018

This document describes the components of the Comprehensive Tentative Agreement between the District and the Association which are subject to completion of final language for integration into the negotiated Agreement. The neutral panel member, Don Raczka, shall maintain jurisdiction to assist the parties, as needed.

The District and Association have met and negotiated in good faith and have agreed to and entered into a three year negotiated Agreement (2016-2019), subject to ratification by CUEA membership and approval by the District's Governing Board.

The parties hereby agree the terms of the 2015-2017 Agreement shall be amended and modified as necessary to incorporate the following changes:

COVER PAGE AND ARTICLE 1 - Designation of Parties and Length of Agreement

Update Cover Page and Amend Article to reflect the following:

- The term of the Agreement shall be three (3) years, July 1, 2016 through June 30, 2019.
- There shall be no reopener negotiations during the 2017-2018 or 2018-2019 school years, except by mutual agreement, or as otherwise specified herein.

ARTICLE 5 - Hours of Employment

- Amended Article 5 as attached.

ARTICLE 8 - Class Size

- Amend Article as set forth in the District's May 11, 2017 Counter Proposal (attached).
- Add to sections 8.3 and 8.5 the following statement: "Please see Article 23 for Extended Day Kindergarten classes."
- In addition, the District and Association agree to a one year pilot (July 1, 2018 through June 30, 2019), regarding caseload ratios for SAI Self-Contained, Structured Autism (SAC); and, Severely Handicapped (STEPS). District shall make good faith efforts to achieve the following:

SAI Self-Contained:

Elementary: 15 students to 1 case carrier (FTE)

Structured Autism Classroom (SAC):

Preschool-Elementary: 10 students to 1 case carrier (FTE)

Severely Handicapped Classroom (STEPS):

Preschool-Adult Transition Program (ATP): 12 students to 1 case carrier

ARTICLE 10 - Leaves

- Amend Article as set forth in the Article 10 tentative agreement, dated March 3, 2017 (attached).

ARTICLE 13 - Health and Welfare Benefits

- Amend section 13.1 to reflect the following increases to HMO Medical Plans contributions for Plan Year 2017 and Plan Year 2018:

(1) Medical Coverage

HMO Medical Plans

For Plan Year 2017, beginning January 1, 2017, As of January 1, 2016, the District shall pay the actual cost of insurance premiums for full-time employees and their dependents who participate in the HMO medical plans up to the following rates per tier:

Kaiser*

Employee only	\$5,220.00 — <u>\$5,544.00</u>
Employee + One	\$10,716.00 — <u>\$11,352.00</u>
Employee + Two or more	\$15,204.00 — <u>\$16,080.00</u>

Retro reimbursement shall be provided for Plan Year 2017 to unit members employed by the District between January 1, 2017 and December 31, 2017. Retro reimbursement for Plan Year 2018 shall be included with the payment for Plan Year 2017.

For Plan Year 2018, beginning January 1, 2018, the District shall pay the actual cost of insurance premiums for full-time employees and their dependents who participate in the HMO medical plans up to the following rates per tier:

Kaiser*

<u>Employee only</u>	<u>\$6,036.00</u>
<u>Employee + One</u>	<u>\$12,372.00</u>
<u>Employee + Two or more</u>	<u>\$17,520.00</u>

- Replace 13.1 subsection E with the following: "The District and Association agree to actively participate and work together on a Health Benefits Committee that shall meet monthly during the school year. The Committee shall explore and evaluate plan design options, offerings, best practices and cost containment measures to conserve dollars spent on health and welfare. The committee will also explore options to move to another trust and/or provider."
- For Plan Year 2019, if the final adopted State Budget is no worse than the Governor's January 10, 2018 proposed State Budget for 2018-2019, then the District shall contribute an additional \$2.2 Million toward health and welfare benefits. The Association shall determine the allocation. If not spent, dollars shall remain committed to health and welfare benefits. If the final adopted State Budget is sufficiently worse such that the District cannot meet its obligation, then the parties shall meet to bargain with the assistance of Mediator Don Raczka.
- In addition, the parties agree to omit Agreement sections 13.8 and 13.9 and to renumber Agreement section 13.10 and 13.11 as 13.8 and 13.9.
- There shall be an additional open enrollment opportunity after ratification by CUEA and approval by the Governing Board.

ARTICLE 14 - Wages

- Salary Schedule Increases:
 - 2016-2017: 1% ongoing salary schedule increase, effective July 1, 2016
 - 2017-2018: 1% ongoing salary schedule increase, effective July 1, 2017
 - 2018-2019: 1% ongoing salary schedule increase, effective July 1, 2018, contingent on the final adopted State Budget being no worse than the Governor's January 10, 2018 proposed State Budget for 2018-2019. If sufficiently worse such that the District cannot provide the 1% increase, then the parties shall meet to bargain with the assistance of Mediator Don Raczka.
- Increase longevity percentage at Step 23 from 6% to 7%, effective July 1, 2017.
- Early retirement incentive (SERP) for 2017-2018 based on assumptions agreed to by the parties on January 11, 2018. Set SERP levels at 80% with minimum of 180 participants. If 202 participants or higher, SERP

level at 85%. Contract language to be reduced to writing. See attached to Tentative Agreement.

- Replace section 14.6.1 with the following: "Except as otherwise agreed by the District and Association, salary warrants shall be drawn on an 11 month basis."
- Amend section 14.8.5: "Any contracted District psychologist who serves in a severely handicapped program during ESY shall be paid at their hourly per diem rate, pro-rated to the number of hours worked for the summer session, or \$35.00 per hour, whichever is greater." (NOTE: Subsequent paragraphs to be re-numbered beginning with section 14.8.5 "Summer School Guidelines for Employment")
- Amend section 14.8.5.8 to provide: "If you are not selected for a teaching position and would like to substitute, you will be paid at the current substitute teacher rate of pay."
- Amend 14.8.5.11 to provide: "Summer session substitutes will be paid at the current substitute teacher rate of pay."
- Amend section 14.10.4 as set forth in CUEA's April 24, 2017 Proposal (attached). Maintain status quo in response to CUEA's April 24 14.10.3 proposal.
- Add new Article 14 section to address Special Education Summer Assessments. If psychologist is assigned by administrator to perform special education assessments outside of their 200 consecutive day work year, then he or she shall be compensated at per diem rate based on hours of work performed.

NEW ARTICLE. Extended Day Kindergarten

Create Pilot and new Article consistent with the language set forth in the Mediated Proposal; please see attached. The new Article provides for a joint Extended-Day Kindergarten Committee to facilitate the implementation of the program and to jointly address questions or concerns regarding implementation such as recess coverage.

District-wide implementation of Extended-Day Kindergarten beginning with the 2019-2020 school year.

MOUs. Extension of Memoranda of Understanding

- Transitional Kindergarten and Kindergarten (p. 88, to be extended through June 30, 2019)

- PE Pilot Initiative (p. 93, to be extended through June 30, 2019)
- District-Wide Implementation of Evaluation Pilot Program (p. 95, ongoing)
- Unit Member Child/Children Enrollment Proposal MOU (p. 91, extended through June 30, 2019)
- Elementary School Duties Exploration MOU (p. 94, extended through June 30, 2018)
- MOU Re Article 14 Wages (p. 97, extended through June 30, 2019)

ULPs/Grievances/Actions

The Association shall withdraw with prejudice any and all unfair labor practice (ULP) charges, grievances or other actions filed against the District that are related to or arising from these negotiations, the resulting impasse and current factfinding proceedings.

Attachments

Please see attachments referenced herein:

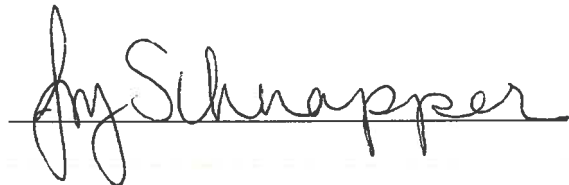
1. Article 5, "Hours of Employment"
2. Article 8, "Class Size"
3. Article 10, "Leaves"
4. SERP TA
5. Article 23, "Extended Day Kindergarten"
6. TK/K MOU
7. PE Pilot Initiative MOU
8. District-Wide Implementation of Evaluation Pilot MOU
9. Unit Member Child/Children Enrollment Proposal MOU
10. Elementary School Duties Exploration MOU
11. MOU Re Article 14 Wages

Dated: January 12, 2018

For the District:



For the Association:





ARTICLE 5 - Hours of Employment

5.1 It is the intent of the parties that ~~teacher-unit members~~ shall perform such professional responsibilities as necessary to meet the needs of the educational program of the District. The parties agree that such professional responsibilities require at least eight hours of daily duty, but the time at the school facility may be less than eight hours as indicated in the remainder of this Article.

5.1.1 ~~Unit members~~ ~~Certificated employees~~, as part of their professional responsibility, should be available to provide information to parents, students, and community members. These contacts may include academic matters during the regular school day, as well as other educationally relevant issues which may occur outside of regular school hours. Feedback from these constituents is encouraged.

5.1.2 ~~Certificated~~ ~~Unit M~~ members are to use the District-approved Learning Management System (LMS) to communicate with secondary students (grades 6-12) and parents regarding grades, academic matters and other educationally relevant issues. The District and the Association will work together through EERC (Employer-Employee Relations Council) and otherwise towards this end.

5.2 Classroom teachers are to be present at their respective assignments and to remain on duty to the District a minimum of time as follows:

5.2.1 In elementary schools, grades K-5 and Special Day Class/ Infant/Pre K Programs: Seven hours per day, inclusive of a minimum 35 minute duty-free lunch.

5.2.2 In middle schools, grades 6-7-8: 15 minutes prior to the commencement of the first period of the day, excluding zero period, to 15 minutes after the dismissal of the school day.

5.2.3 In high schools, grades 9-12: 15 minutes prior to commencement of the first period of the day, excluding zero period. Seven hours per day, exclusive of the 35 minute duty-free lunch period and inclusive of passing time.

5.3 The classroom teachers' instructional classroom time shall be as follows:

5.3.1 Grade K: 292 minutes daily

Kindergarten teachers shall receive priority to computer/library on ACE days

5.3.2 Grades 1-3: 285 minutes daily

5.3.3 Grades 4-5: 292 minutes daily average per week

5.3.4 The District and Association will work together to minimize the number of combination classes. If the District/ Administration decides it is necessary to create a combination class, the following shall be considered:

- Working together (administrator and the teacher of the combination class) to identify possible instructional supports to support students;
- Identifying and scheduling opportunities for small group instruction; and
- Providing scheduling priority for combination classes for site specific activities (e.g., library, computer lab).

Where the district finds it necessary to establish a third/fourth combination class, instructional classroom time shall be in accordance with the requirements of 5.3.3. Teachers who have fourth and fifth grade students (including and $\frac{3}{4}$ and $\frac{1}{2}$ combination classes) will receive 80 minutes of weekly instructional planning time.

5.3.5 Equalize staff duty schedules to provide an equitable number of duties per K-5 teacher by:

- (1) Creating a K-5 Master Duty Schedule
- (2) Utilizing Student Supervisor and Administrative assistance in the Master Duty Schedule, whenever possible
- (3) Considering consolidating duty areas to reduce duties school wide (K-5 students line up on one playground)

5.3.6 In middle schools, grades 6-7-8: Shall not exceed 1400 minutes weekly, exclusive of the preparation/ conference period. Teachers teach five periods daily.

5.3.7 In high schools, grades 9-12: Shall not exceed 1400 minutes weekly, exclusive of the preparation/ conference period.

5.4 The duty day for psychologists, ~~exclusive~~ inclusive of a 35 minute duty free lunch period inclusive of passing time, is eight hours, to be spent at a District site or other approved assignment.

5.5 The on-campus duty day for counselors, nurses, and librarians is seven hours, exclusive of a 35 minute duty-free lunch period inclusive of passing time. The immediate supervisor may require the unit member remaining beyond the seven hours to perform essential duties which cannot be accommodated during the normal on-campus duty day; however, the exercise of this discretion shall not be applied in a manner so that it becomes a routine part of the work day, but shall be reasonable in its application.

5.5.1 College and Career Counselors: Effective July 1, 2016, under the direction of a high school administrator or certificated manager, the College and Career Counselor shall be responsible for counseling, organizing, maintaining and operating high school level college and career center(s); counseling students on a wide variety of college and career issues; building relationships with higher education and other vocational programs; and, providing counseling with and communicating with students, faculty, parents and community representatives concerning career planning and college

entrance requirements and procedures. Hours for this position are seven hours per day exclusive of a 35 minutes duty-free meal period and will include non-traditional workday/evening hours. Location may be at a school site(s) and/or satellite location(s).

5.6 Each Unit Member shall be entitled to a 35 minute duty-free uninterrupted lunch period inclusive of passing time. Unit Members' lunch periods may be in excess of 35 minutes if so scheduled by the immediate supervisor, but such additional lunch time may not necessarily be duty free.

5.7 The immediate supervisor may require Unit Members to remain at the school site or in duty to the District beyond the duty hours to perform school related responsibilities. These added school related responsibilities shall be voluntary, whenever possible, and the immediate supervisor shall attempt to equalize the assignments among Unit Members.

5.8 Banked Minutes – Professional Collaboration Time

5.8.1 TK-5 ACE days shall be scheduled per month accordingly:

(1) No more than three hours per month will be dedicated to meetings for the purpose of collaboration, professional development, and/or at and across grade-level articulation. All activities will be focused on the identified goals/objectives.

(2) No more than one hour per month will be dedicated to professional activities, including individualized and/or collaborative reflection and application of information directly connected to the identified goals/objectives.

5.8.1.1 ACE day schedule(s) may be changed after consultation and collaboration between the Principal and teachers at a site. Collaboration means that the Principal and teachers at the site will meet, use the consensus process, and come to a mutually agreed upon decision. The expectation is that all teachers will have a voice.

5.8.2 Grade 6-8 ACE Days shall be scheduled per month accordingly:

(1) No more than three hours a month will be dedicated to meetings for the purpose of collaboration, professional development, and/or at and across grade-level articulation. All activities will be focused on the identified goals/objectives.

(2) No more than one hour per month will be dedicated to professional activities, including individualized and/or collaboration reflection and application of information directly connected to identified goals/objectives.

5.8.2.1 ACE day schedule(s) may be changed after consultation and collaboration between the Principal and unit members at a site. Collaboration means that the Principal and teachers at the site will meet, use the consensus process, and come to a mutually agreed upon decision. The expectation is that all Teachers will have a voice.

5.8.3. Late Start days at the high school level shall be scheduled with input and approval of the Principal and Unit Members at the site. Unit members shall give input on the frequency, duration, and usage of late start days, with no more than four hours per month dedicated to professional development and/or departmental/subject matter collaboration time. Late start schedule(s) may be changed after consultation and collaboration between the Principal and Unit Members at a site. Collaboration means that the Principal and Unit Members at the site will meet, use the consensus process, and come to a mutually agreed upon decision. The expectation is that all Unit Members will have a voice.

5.8.4 Faculty/staff meetings shall be no longer than one hour in length and may be conducted once a month as a component of the one hour per week collaboration time. Monthly faculty/staff meetings are not required and information may be provided by administration via email, memorandum, and/or handouts in lieu of time dedicated at a staff meeting.

5.9 The District calendar shall not exceed 186 work days for new Unit Members and 185 days for returning Unit Members, except as follows:

5.9.1 Counselors and District Nurses shall work 10 additional days beyond the regular Unit Member calendar. ~~They shall offer input on how the 10 additional days are assigned.~~ Administration shall solicit and Counselors and District Nurses shall provide input and suggestions on how the 10 additional days are scheduled.

5.9.2 Psychologists shall work 200 consecutive days. ~~They shall offer input on how the the days are sched.~~ Administration shall solicit and Psychologists shall provide input and suggestions on how the days are scheduled.

5.9.3 Speech Pathologists shall work 187 consecutive days. ~~an additional two days beyond the regular work year at per diem rate.~~

5.10 The District shall provide a minimum day schedule.

5.10.1 Grades ~~K-5~~ K-8 minimum days will be on the first and last student days, Back to School Nights or Open Houses as scheduled by the District. Unit ~~M~~m members shall participate in such activities as required by the immediate supervisor.

5.10.2 Spring Conferences will be scheduled for students who are underperforming. Additional conferences to be scheduled at Teacher's professional discretion.

~~5.10.3 Grades 6-8 minimum days will be on the last student day, Back to School Nights or Open Houses as scheduled by the District. Unit members shall participate in such activities as required by the immediate supervisor.~~

~~5.10.34~~ 5.10.34 High School minimum days will be on Back-to-School Nights and Open Houses as scheduled by the District. Unit ~~m~~M Members shall participate in such activities as required by the immediate supervisor.

5.15 The District will not schedule in-services, workshops ~~and~~, meet-and-greets or other site activities during the two non-student days prior to the beginning of the school year. There shall be no longer than a two-hour staff meeting on the first pre-service day only. The affected site staff may mutually agree to other meetings if there is a majority vote conducted by secret ballot.

5.16 The last day of service for a unit member shall have no site or District meetings in order to facilitate close of school activities.

5.17 Secondary teachers may be off campus during conference periods upon advance and/or prearranged approval of the site administrator or designee. In the event of a personal emergency, teachers may leave campus upon notifying the front office.

5.18 Special Education assessment release time:

5.18.1 Secondary ~~special education teachers~~ Education Specialists ~~working in a self-contained, non-severe special day class~~ teaching Specialized Academic Instruction shall be provided an assessment period. If due to scheduling conflicts this cannot occur, then those teachers affected will receive 12 days of release time annually. Teachers who are working a 6/5th assignment are not eligible for their assessment release time.

5.18.2 Elementary RSP All pre-school – 5th grade Education Specialists, and non-severe SDC shall be eligible for ~~two~~ three days of release time annually – preferably one day per semester ~~reporting period-learning cycle~~.

5.18.3 Any elementary or secondary ~~special education teacher~~ Education Specialist who is eligible for release days shall submit three possible release dates to the site administrator. The ~~teacher~~ Education Specialist and site administrator shall then mutually agree, from the three dates submitted, when the release day shall be taken. No more than two release days may be taken in any given month for secondary teachers.

5.18.4 ~~Teachers~~ Education Specialist who receive assessment release days shall work collaboratively with the site administrator to determine the location in which they work. It is expected that ~~special education teacher's~~ Education Specialists work on case-related activities during the release time and that, whenever possible, the work location will be at the school site.

5.18.5 Article 15.18 does not apply to itinerant teachers and teachers of 5H Severely Handicapped classes, including Autism Specific, Deaf and Hard of Hearing, Therapeutic Behavior Intervention Class (TBIC), and Emotionally Disturbed.

5.10.45 Individual school sites may choose to develop alternative schedules which do not fall on a designated minimum day provided:

Schedules are developed collaboratively between ~~teachers-unit members~~ and site administration.

Alternative schedules are approved by mutual agreement by the District and Association. This agreement shall constitute a majority, secret ballot vote by affected members.

5.11 The District shall have the option to offer to teachers assigned to teach at the 6-12 level the opportunity to volunteer to accept a continuing regular assignment of a sixth teaching period daily. Teachers who accept a continuing regular assignment of a daily sixth period shall be compensated at one-fifth 1/5th of their regular daily rate of 185 days in addition to their regular compensation.

5.11.1 Each spring, a letter or memo which includes, but is not limited to, the following information will be sent to each secondary teacher regarding application/selection of teachers to fill 6/5th positions.

(1) Among the factors in making a 6/5th assignment selection, the site administrator will give equal and fair consideration to the following criteria for selection: credentialing, facilities, master schedule (e.g., student course requests, class size, minimizing program changes, availability), history of previous assignment, expertise, teacher interest, circumstances specific to the particular school site.

(2) A return response form on which a secondary teacher will indicate interest/non-interest in being considered for a 6/5th position and an acknowledgement of the selection process and criteria.

If the employee's circumstances change after completion of the return response, it is his/her responsibility to inform the Principal of the change in interest.

(3) The District shall have the option to select from among the volunteers for said regular sixth period teaching assignment.

5.12 Teachers will not be required to cover another teacher's class except in an emergency as determined by the Principal. A unit member who voluntarily or by directive covers another unit member's class shall be paid at the hourly instructional rate for all recorded absences.

5.13 A certificated employee assigned to the Fresh Start program or the high school Independent Study Program whose student load is at least six ADA equivalent students more than the 9-12 class load factor shall receive additional compensation of one-fifth of the daily per diem rate.

5.14 The District may require unit members to attend up to two hours of staff development outside of the regular contractual day within the contract year.

District Counter Proposal to CUEA's April 24, 2017 Proposal
Article 8 – Class Size
May 11, 2017

ARTICLE 8 - Class Size

- 8.1 It shall be the aim of the District to establish class sizes which are as nearly equal in size to one another as are appropriate given the enrollment at the school site the capability of the students, the grade level taught, the content of the course, and the master schedule.
- 8.2 If for any reason the staffing ratios as listed in 8.3 cannot be maintained, both parties agree to re-open negotiations to discuss this issue.
- 8.3 It is agreed that the District staffing ratio for regular classroom teachers shall be:

Transitional Kindergarten	30.5 student to 1 teacher
Kindergarten:	30.5 students to 1 teacher
Grades 1-5:	31.5 students to 1 teacher
Grades 6-8:	32.5 students to 1 teacher
Grades 9-12:	34.5 students to 1 teacher

- 8.3.1 The following are excluded in the above ratios: Specialized Academic Instruction (SAI) programs, staff and students, RSP staff, SDC staff and SDC students. however, special education and general education teachers shall communicate and work collaboratively with site administration regarding equitable distribution of students with identified special needs within general education classes.

- 8.3.2 The class size ratio shall not apply to sections within the Class Size Reduction program.

- 8.3.3 In accordance with Education Code section 56362, the caseload ratio for Education Specialists Specialized Academic Instruction (SAI)/resource shall be:

Elementary:	28 students to 1 case carrier (FTE)
Middle:	28 students to 1 case carrier (FTE)
High School:	28 students to 1 case carrier (FTE)

After the fifteenth student day of the school year, if the caseload maximum is exceeded, then the teacher shall receive the equivalent of one full-day of substitute pay (at the District's current rate) for each month that the caseload exceeds the above stated maximum.

- 8.4 Grades TK-3 class sizes are subject to modification, based upon continued participation in the State Class Size Reduction Program.

- 8.5 The number of students enrolled per class shall not exceed the maximums listed below. At the secondary level, these maximums apply only to core academic classes (English, Math, Science, Social Studies, and Foreign Language).

The parties hereby agree that Article 8, section 8.5 as amended, and the parties' March 30, 2015 MOU, constitute "a collectively bargained alternative annual average class enrollment for each schoolsite" in grades TK through 3 in accordance with paragraph (3) (B) of subdivision (d) of Section 42238.02 of California's Education Code."

Transitional Kindergarten	33:1 (2013-2014 and 2014-15); 32:1 (thereafter)
Kindergarten (thereafter)	33:1 (2013-2014 and 2014-15); 32:1
Grades 1-3	32:1
Grades 4-5	33:1
Grades 6-8	35:1
Grades 9-12	36:1

- 8.5.1 After the fifteenth student day of the school year, if the class size maximum is exceeded in grades 4 or 5, then the teacher shall receive the equivalent of one full-day of substitute pay (at the District's current rate) for each month that the class exceeds the above stated maximum.

- 8.5.2 After the fifteenth student day of the school year, if the class size maximum is exceeded in grades 6-12 in the following core academic classes; English, Math, Science, Social Studies, and Foreign Languages, the teacher shall receive the equivalent of substitute pay (at District's current rate) per class that exceeds the above stated maximum. Substitute compensation will accrue monthly per semester ~~from September through January and February through June~~ for each class section that exceeds the stated maximum.

- 8.6 Assignment of ~~special education teachers and~~ speech pathologists shall comply with existing state regulations.

- 8.6.1 In the event that a waiver application for an increase in the size of a special education class becomes necessary, the teacher of that class shall be consulted by the District and his/her response shall be recorded on that application.

- 8.7 The staffing ratios for the following positions shall be:

Counselors 6-8	0.5 per school
Counselors 9-12	1 per comprehensive high school
Nurses	1 per Family (e.g. High School feeder pattern)
Psychologists	<u>2500</u> 3000 :1

**District Proposal to CUEA
Article 10 - Leaves
March 3, 2017**

ARTICLE 10 - Leaves

10.1 Notification Procedures

- 10.1.1 The unit member shall notify the immediate supervisor as soon as possible in advance of all leaves and shall receive approval in advance of the taking of a leave except in the case of an emergency.
- 10.1.2 In case of an emergency leave or sick leave, a unit member who finds it necessary to be absent from duty shall notify the immediate supervisor or his/her designee during regular school hours, or the District substitute calling system after regular hours, but in no event later than 7:00 a.m. or one hour prior to the start of school, whichever is earlier, on the day of the absence, except under extenuating circumstances. The District shall provide itinerant unit member positions certified coverage for long-term absences.
- 10.1.3 A unit member who plans to return on the second or subsequent day(s), in the case of an emergency leave, shall notify the school site no later than one hour prior to the dismissal of the unit member's last assignment that he/she will return to duty the following day. If a unit member fails to notify the school of his/her intent to return on a second or subsequent day and the unit member returns to work without giving notice and the District employs a substitute for that day, the substitute shall be released from service and the unit member shall be charged the cost of the substitute.
- 10.1.4 The unit member who does not plan to return on the second or subsequent days(s), in the case of sick leave, shall notify the school site no later than one hour prior to the dismissal of the unit member's last assignment that he/she will not return to duty the following day.
- 10.1.5 A unit member who requests a leave of other than an emergency nature but of less duration than a semester or a year shall request the leave of the immediate supervisor at least five days prior to the leave. The immediate supervisor shall make recommendations regarding taking of any leave to the Superintendent, or designee, who shall make the final decision relative to the leave if the leave is for 10 days or fewer.
 - 10.1.5.1 The Board of Trustees shall make the decision on a leave request of more than 10 days.

- 10.1.6 A unit member requesting a leave of absence for a semester's duration shall request the leave of the immediate supervisor in writing on or before May 15 for a semester leave beginning in September and on or before November 15 for leave beginning with the second semester. Requests for a year's duration must also be submitted no later than May 15. Notification dates indicated above may be waived by the Superintendent or designee for extenuating circumstances. The immediate supervisor shall make recommendations regarding the taking of any leave to the appropriate Cabinet level administrator or designee, who will forward this to Human Resource Services. Human Resource Services will submit these to the Board of Trustees via the Superintendent. The Board shall have the final decision relative to the leave. Individuals granted leaves must give sufficient notice of intent to return at expiration of leave. This will be done in writing to the immediate supervisor at least one month prior to school resuming.
- 10.1.7 Rescission of leave requests: A member may rescind leave requests only if one month's notice is given prior to the date the leave was to begin, except in extenuating circumstances. The rescission is subject to approval by the appropriate Cabinet level administrator, and Superintendent or designee. This is necessary due to budget, planning, staffing, and scheduling that occurs prior to the beginning of school as well as protecting employee rights to a position.

10.2 Personal Illness and Injury Leave

- 10.2.1 Each full time unit member shall be entitled to 10 days paid leave of absence per school year for illness or injury.
- 10.2.2 A unit member who works less than full time shall be entitled to a proportionate amount of leave in accordance with the provisions of his/her contract.
- 10.2.3 Unit members may accumulate unused sick leave without limitation. Unit members who are under contract to the District to serve during the District's summer school session, including attending all applicable staff development, shall earn one day of sick leave, which will be added to their sick leave balance. Unit members who teach the summer session are entitled to utilize one day of accumulated sick leave during the summer session.
- 10.2.4 In addition to the 10 days sick leave enumerated above, the following unit members shall receive additional days of accumulated sick leave for work performed beyond the regular school year.
- 10.2.4.1 Counselors and District Nurses shall receive an additional one-half day of sick leave per year.

- 10.2.4.2 Psychologists shall receive an additional one day of sick leave per year.
- 10.2.5 When a unit member is absent from his/her duties due to illness or injury for a period of more than five consecutive days, the District or the unit member's immediate supervisor may require the unit member to provide a statement from a physician, dentist, chiropractor, or practitioner in the case of religious requirement, verifying the cause and condition of the illness, injury, or quarantine. If the illness or injury leave is five consecutive work days or less, the District reserves the right to require the verification, if deemed necessary by the District.
- 10.2.6 The District or unit member's supervisor may require verification from a physician, or practitioner in case of religious requirement, of the unit member's ability to perform his/her responsibilities before returning to work due to an absence for personal illness or injury.
- 10.2.7 In case of official quarantine, the unit member will be allowed full pay during the period of the required quarantine even though the period of the required quarantine is greater than the unit member's accumulated personal illness or injury leave.
- 10.2.8 The District shall provide each unit member, no later than November 15, with a written statement of: (1) The total of the accrued personal illness or injury leave; and (2) his/her entitlement to personal illness or injury leave for the school year.
- 10.2.9 In the case of a unit member who is required to be absent from work as the result of a doctor or dental appointment which cannot be accommodated during off duty hours, the unit member shall be charged personal illness or injury leave for such required doctor or dental appointments. The amount of sick leave time deducted shall bear proportionately to the actual time expended from the duty day except as modified below. Notification to the immediate supervisor shall be provided by the unit member in advance of the required doctor or dental appointment absence. Unit members shall not be charged for such appointments for a period of time:
- 10.2.9.1 Elementary: During times other than required seven hour on campus duty day.
- 10.2.9.2 Secondary: During times other than six duty periods for secondary personnel.
- 10.2.10 Compensation for Extended Personal Illness or Injury Leave
- 10.2.10.1 After all earned illness or injury leave as provided in 10.2.1 at full pay has been used and additional absence due to

illness or injury is necessary, the unit member shall be paid the difference between his/her salary and the sum that is actually paid to the substitute for up to a total of five months exclusive of the earned illness or injury leave days at full pay. If no substitute is employed, the unit member shall be paid the difference between his/her salary and the amount that would have been paid to the substitute had he or she been employed.

10.2.10.1.1 If a unit member is absent 10 days or less, the pay shall be the difference between his/her salary and the day-to-day substitute rate.

10.2.10.1.2 If the absence is to be over 10 days, the amount of pay shall be the difference between the unit member's salary and the actual rate of pay for the substitute teacher. If applicable, the over 10 day rate will apply from day eleven until day forty of the absence.

10.2.10.1.3 The unit member shall receive the difference between the unit member's salary and the amount paid to a substitute employee which is equivalent to the per diem rate based on Certificated Column A, Step 1, beginning on day 41, if the absence extends beyond the fortieth day and provided the substitute employee has been in the assignment to earn the over 40 day rate of pay.

10.2.10.1.4 Unit members will only pay the substitute employee's actual daily rate of pay.

10.2.10.2 The provisions of extended personal illness injury leave may be used only once for the same illness or injury.

10.2.10.3 In the event the employee has exhausted all available sick leave, including accumulated sick leave, and continues to be absent due to illness or accident for a period beyond the five month period, and the employee is not medically able to resume his/her position, the employee shall be placed on a reemployment list.

10.2.10.3.1 If the employee is on probationary status, he/she shall be on the reemployment list for a period not to exceed 24 months.

10.2.10.3.2 If the employee has permanent status, he/she shall be on the reemployment list for a period not to exceed 39 months.

10.2.10.3.3 If, during the 24 or 39 month period, the employee is medically able, based on physician authorization, the employee shall be returned to employment in a vacant position for which he/she is credentialed and qualified. In the absence of a vacancy, the employee may be placed in the substitute pool. The employee will be compensated at his/her per diem rate of pay.

10.2.10.3.4 If the employee is medically unable to return after the 24 or 39 month period, he/she shall be deemed to have resigned.

10.3 Personal Necessity Leave

10.3.1 Each unit member shall be entitled to the use of 10 days of accumulated personal illness or injury leave enumerated in the provisions of 10.2.1 during each year for use in case of personal necessity.

10.3.2 Such leave may be used for:

10.3.2.1 Death of a member of the immediate family or close relative for days of absence required in addition to days provided under Article 10.6 or for the death of a close relative where use of Article 10.6 has been denied.

10.3.2.2 Serious illness of a member of his/her immediate family. An illness of a serious nature shall be an illness which a unit member cannot reasonably be expected to disregard and which requires the attention of the unit member to the ill person during his/her assigned hours of service.

10.3.2.3 Accident involving the unit member, his/her property, or the property of a member of his/her immediate family. An accident shall be an unforeseen mishap or the serious injury of an immediate family member or property damage resulting from an unforeseen tragedy or act of destruction.

10.3.2.4 Appearance in court as litigant or witness under official court subpoena.

10.3.2.5 A valid religious holiday.

10.3.2.6 Significant family events: not to be used for the personal convenience of the employee (e.g., honeymoon).

10.3.3 Five personal necessity days may be used as deemed necessary by the employee for any personal reason.

10.3.4 A unit member shall provide advance notification of the need for a personal necessity leave day to the immediate supervisor, except in cases of extenuating circumstances.

10.4 Pregnancy Maternity—Disability Leave (PDL) and Maternity/Paternity/Child Bonding Leave

10.4.1 PregnancyMaternity Disability Leave

10.4.1.1 Unit members are ~~entitled to use the provisions of~~ required to use illness/injury leave as enumerated in 10.2.1 for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom. ~~Such leave PDL shall not be used for child care or parental-child bonding leave, but shall be limited to those disabilities as set forth above. Unit Members must provide at least thirty (30) days advance notice prior to the commencement of leave if practicable. The length of such disability leave, including the date upon which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the unit member and the unit member's healthcare provider, physician and as stated on the appropriate District form. Absent emergency circumstances, written certification of the need for the leave, the date employee's leave is to begin, and the anticipated date of return is to be submitted prior to the commencement of leave. If the healthcare provider determines that the projected beginning or ending date needs to be changed, the unit member will provide the healthcare provider's written certification to the District, as soon as possible.~~

10.4.1.2 Unit members are entitled to an unpaid leave for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, recovery therefrom and whether or not illness or injury leave, as set forth in 10.2.1 has been exhausted. The date upon which the unit member shall resume duties shall be determined by the unit member on leave and the unit member's healthcare provider ~~physician and as stated on the appropriate District form.~~

~~10.4.1.3~~ Available sick leave will be used only during leave which has been authorized by a healthcare provider. Extended personal illness leave as enumerated in 10.2.10 will be used when the unit member remains on a healthcare provider authorized leave but has exhausted all available sick leave. If accrued sick leave and extended personal illness leave are exhausted, any remaining authorized leave shall be without pay.

10.4.2 Child Bonding Maternity/Paternity Leave

10.4.2.1 For purposes of this section, "child bonding maternity/paternity leave" means leave for the purpose of the birth of a child of the unit member, or the placement of a child with a unit member in connection with the adoption or foster care of the child by the unit member as provided by the California Family Rights Act (CFRA) and Education Code section 44977.5.

10.4.2.2 Unit members ~~who have exhausted all available sick leave, including accumulated sick leave, and continue to be absent for the purpose of caring for a natural or adopted child or child placed in the unit member's foster care shall be entitled to a period of leave up to 12 school weeks and shall be paid the difference between his/her salary and the sum that is actually paid to a substitute. The 12 week differential pay period shall be reduced by any period of sick leave, if available to the unit member, during the 12 week period.~~ are entitled to a total of up to 12 workweeks of leave. Once a unit member exhausts all available sick leave, including accumulated sick leave, and continues to be absent for the purpose of caring for a natural or adopted child or child placed in the unit member's foster care, he/she shall be entitled to differential pay as described in 10.2.10 during the remainder of the 12 workweek period.

10.4.2.3 Unit members shall not be provided more than one 12 workweek period per child under this section. However, if the school year terminates before the 12 workweeks are exhausted, the unit member may take the balance into the subsequent school year. Unit members must use the 12 workweeks within one year of the birth or placement of the child.

10.4.2.4 ~~The 12 weeks of leave under this section run concurrently with any leave taken pursuant to the California Family Rights Act of 1991 (Government Code section 12945) for the purpose of the birth or bonding with a child. In order to qualify for child bonding leave, unit members must have completed one year (12 months of service) with the District.~~

10.4.2.5 For a unit member taking PDL, the 12 workweek child bonding leave shall commence at the conclusion of any PDL.

10.4.2.6 For non-birthing parents, the 12 workweek child bonding leave shall commence on the first day of such leave.

10.4.2.7 Leaves under this section shall be concluded within one year of the birth, adoption, or placement of a child. The twelve workweeks of leave may be taken in minimum increments of two workweeks or more. Upon request, unit members shall be granted a leave of less than two workweeks on up to two separate occasions. Unit members may be granted additional leaves of less than two workweeks at the employer's discretion.

10.5 Occupational Illness or Accident Leave

10.5.1 The District shall provide occupational illness or accident leave in accordance with Section 44984 of the Education Code for personal illness or injury which has qualified under the provisions of the Workers Compensation Law as follows:

10.5.1.1 A maximum of 90 working days of leave are allowable for each occupational accident or illness.

10.5.1.2 Leave may not be accumulated from year to year.

10.5.1.3 Allowable leave shall be effective on the first day of absence caused by such accident or illness.

10.5.1.4 Unit members receiving full pay due to such allowable leave shall endorse any compensation received from the State Compensation Insurance Fund to the District.

10.5.1.5 Each day of such allowable leave shall be counted as a full day, regardless of any worker's compensation payments endorsed over to the District.

10.5.1.6 After all such allowable leave is used, the unit member shall be entitled to receive his/her regular accumulated personal illness or injury leave as enumerated in 10.2.1.

10.5.1.7 The unit member, unless otherwise authorized by the District, shall remain within the State of California during the period of injury or illness.

10.5.1.8 The Board of Trustees may provide for such additional leave of absence for any occupational illness or accident as it deems appropriate, but not to exceed 12 calendar months.

10.5.1.9 Unit members shall report within 24 hours any accident to themselves which occurs in the line of duty. A written report

must be filed on the District accident form in order to be eligible for occupational accident leave.

10.6 Bereavement Leave

- 10.6.1 Each unit member is entitled to three days leave, or five days of leave if out of state travel is required, at full pay for the death of any member of his/her immediate family. Permission to use this section for other relatives because of extenuating circumstances may be granted by the Superintendent or designee.
- 10.6.2 For the purposes of this section, "immediate family" shall be defined as the mother, father, grandmother, grandfather, or grandchild of the employee or the spouse or domestic partner of the unit member, or the spouse or domestic partner, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, step-parent, former guardian of the unit member, aunt, uncle or any individual living in the immediate household of the unit member.
- 10.6.3 Unit members exercising this leave of absence provision shall notify his/her immediate supervisor as soon as possible and state the expected duration of their absence.
- 10.6.4 The Superintendent or designee may authorize reasonable travel time where long distances are involved.
- 10.6.5 All days of absence used under this provision of Bereavement Leave shall result in no loss of compensation to the unit member.
- 10.6.6 The unit member shall use bereavement leave before using personal necessity leave, enumerated in 10.3 for the purposes of this provision.
- 10.6.7 Unit members shall provide upon the District's request, additional verification of the use of the leave provisions.

10.7 Jury Duty /Witness Leave

- 10.7.1 Unit members shall be provided leave with full pay for regularly called jury duty.
- 10.7.2 The unit member, while serving on jury duty, shall receive pay in the amount of the difference between the unit member's regular earnings and any amount received for jury service, exclusive of reimbursement by the court for jury duty expenses.
- 10.7.3 A unit member who voluntarily defers his/her jury duty service from working to non-working days, shall receive the daily substitute teaching pay for the actual time spent on jury service during a recess (non-

working) period. It is understood that summer school is considered a working period for those assigned. In order to receive the substitute pay, the employee must submit a copy of the original summons, the notification of postponement of service, and the dated proof of jury service.

10.7.4 Unit members shall be provided leave with full pay in order to appear as a witness in court, other than as a litigant, in response to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the unit member.

10.7.4.1 The unit member shall notify the District as soon as possible after being officially called. The unit member shall receive their regular salary and shall sign over to the District any fees received, except for travel, meals, or parking allowance.

10.8 Sabbatical Leave

10.8.1 Sabbatical leave of absence is a privilege accorded to qualified certificated unit members as provided for in the Education Code and is granted only if approved by the Board of Trustees.

10.8.2 Eligibility

10.8.2.1 Any unit member who will have completed at the end of the school year seven years of service in the schools comprising the District shall be eligible for sabbatical leave once in eight years.

10.8.2.2 The physical condition of any unit member must be approved as satisfactory by a physician before the leave is granted.

10.8.3 Applications

10.8.3.1 The unit member applying for sabbatical leave for the first semester of the ensuing year or for the entire following year shall submit his/her application by March 1 and shall be notified by May 1. A unit member applying for a second semester sabbatical leave shall submit his/her application by November 1 and shall be notified by January 1.

10.8.4 General Regulations

10.8.4.1 All activities for which leaves are granted must be planned in consultation with and approved by the Superintendent or designee. Any changes in such plans must be approved in advance by the Superintendent or designee.

- 10.8.4.2 Leaves will not be granted for the purposes of engaging in gainful occupation or for the purpose of studying for a trade or another profession, except under the provisions of 10.8.5.1.e.
- 10.8.4.3 Unit member, while on leave, will not be employed to do any work for the school system.
- 10.8.4.4 It is expected that the unit member shall render at least two years of service in the employ of the District following the sabbatical leave of absence. Guarantee of the unit member's return to service shall be provided as follows:
 - (1) The unit member shall file with the District a suitable bond indemnifying the District against loss in the event that the unit member fails to render at least two years of service in the employ of the District following the return of the unit member to the District. The bond shall not be forfeited in the event that failure of the unit member to return and render two years' service is caused by death, or physical or mental disability of the unit member; or,
 - (2) The Board of Trustees, at its discretion, may waive the furnishing of the bond and pay the unit member on leave in the same manner as though a bond were furnished when the Board finds and by resolution declares that the interests of the District will be protected by the written statement of the unit member to return to the service of the District and render at least two years of service following his/her return from leave.

10.8.5 Leave Activities

- 10.8.5.1 The following activities will be considered appropriate for a sabbatical leave. They are listed in order of preference, although the needs of the school system and the particular unit member applying for leave will be considered in each case. All plans for sabbatical leave activities must be approved by the Superintendent or the Superintendent's designee. The sabbatical leave plan shall include a statement of the need for the leave and the objective to be met during the leave.

- (1) Formal graduate study
 - a. A minimum of 20 semester units of study will be required for full-year leaves and the appropriate fraction will be required half-year leaves. The study may be in courses for which formal college credit is granted or in courses which are audited.

- b. Content of courses in order of preference:
 - i. Unit member's own field of work in the District.
 - ii. Closely related fields.
- (2) Independent research undertaken
- (3) Writing of a doctoral thesis
- (4) Schedule of travel planned
- (5) Occupational field experience:
 - a. Experience in a commercial trade or occupational field directly related to the unit member's subject area when such experience will enhance the effectiveness of his/her teaching and the students' education.

10.8.6 Rate of Compensation

- 10.8.6.1 Any unit member on sabbatical leave who has complied with the provisions under which such leave was granted shall receive compensation at the difference between the unit member's salary and the substitute's salary, or one-half of the current rate of pay, whichever is greater.
- 10.8.6.2 The salary shall be paid as determined by the Board of Trustees in one of the following ways:
 - (1) Compensation granted to the unit member on leave shall be paid in two equal annual installments during the first two years of service rendered in the employ of the District following the return of the unit member from the leave of absence; or
 - (2) The compensation shall be paid the unit member while on the leave of absence in the same manner as if the unit member were teaching in the District.
 - (3) In the event that the unit member posts the bond noted in 10.8.4.4.a, the compensation shall be paid in the same manner as if the unit member were teaching in the District.
- 10.8.6.3 Sabbatical leave of absence shall count toward advancement on the salary schedule and retirement. Retirement contributions shall be collected from the unit member and the

District shall contribute its portion for the salary received during the sabbatical.

10.8.7 Limits on Leave

10.8.7.1 First consideration will be given to those sabbatical leave plans which involve greatest self-improvement and greatest benefit to the District. A secondary consideration will be the seniority of unit members applying for leaves.

10.8.7.2 A maximum of 1% of the unit members may be on sabbatical leave at any one time, but may not exceed the allocation for sabbatical leaves in the District budget.

10.8.8 Reporting Activities

10.8.8.1 College Transcripts: When formal college work is taken during the leave, an official transcript shall be required.

10.8.8.2 Written Report. Each unit member returning from leave shall file a written report with the Superintendent not later than 60 days after the return to active duty. This report shall include the name of the institution attended, courses pursued, credits received, experience gained, or the itinerary of travel, together with the unit member's appraisal of the professional value of the year's activities and the manner in which the knowledge and experience gained may be applied to the benefit of the pupils in the District. The report shall specifically indicate the manner in which the unit member has met the objectives stated in the sabbatical leave request.

10.8.9 Interruption of Program

10.8.9.1 Should there be an interruption of the program because of serious accident or illness, the unit member must:

- (1) Notify the Superintendent of such accident or illness within ten days;
- (2) Upon the Superintendent's request provide evidence of the accident or illness.

10.9 Study Leave

10.9.1 A unit member may apply for and the Board of Trustees may grant an unpaid leave of absence to pursue a program of study or travel which satisfies the criteria of 10.8.5 and 10.8.8 of the sabbatical leave section. Such leave shall be for a minimum of a semester or a maximum of one school year, except in cases of unique circumstances as approved by the

Board of Trustees. Study leave of absence shall count toward advancement on the salary schedule for no more than one year.

- 10.9.2 The Board of Trustees, under unique circumstances, may approve a study leave of absence for a second year, but such additional leave shall not count toward advancement on the salary schedule.

10.10 Military Leave

- 10.10.1 A unit member shall be granted military leave as required by the California Education Code and the California Military and Veterans Code.

- 10.10.2 Unit members who are absent from duty while engaged in ordered military or naval duty shall receive compensation for 30 days or one-tenth of the unit member's annual salary. However, teachers are not entitled to compensation if called to active duty during the summer months when they would normally not be paid. (19 Ops. California Attorney General 132 [19522]).

10.11 Elective and Appointive Leave

- 10.11.1 The Board of Trustees may grant a unit member an unpaid leave of absence for the purpose of campaigning or office holding. Such leave request shall be for a stated period of time.

- 10.11.2 The Board of Trustees may grant paid or unpaid leave for a unit member who is appointed or elected to a State or Federal board, commission, or task force which is directly related to education and for which no salary compensation is paid.

- 10.11.3 Any unit member who is a permanent employee who is elected to the California State Legislature shall be granted an unpaid leave of absence from his/her duties by the Board in accordance with the requirements of the California Education Code.

10.12 Professional Leave

- 10.12.1 The Superintendent, or designee, under budgetary provisions as established by the Board of Trustees, may provide leaves of absence to unit members:

- 10.12.1.1 With pay to conduct the business of the District or to represent the District in relations with other government entities or community organizations;

- 10.12.1.2 With pay for the purpose of attending professional meetings or conferences when such meetings will result in direct benefit to the District and the instructional program; and/or,

10.12.1.3 With pay for the purpose of participating in workshops or in-service training programs or visitations to exemplary educational programs or classes at other schools.

10.12.1.4 All unit members shall be entitled upon request to no less than two days per school year as outlined in 10.12.1.2 and 10.12.1.3.

Pending available funds, conference expenses will be paid by the District. If funds are not available, the employee may attend the approved conference or educational activity at their own expense.

10.13 Health Leave/Family Care Leave

10.13.1 Health Leave

10.13.1.1 The Board of Trustees may grant a unit member, upon the unit member's request and as certified by the unit member's physician, an unpaid leave for health reasons. Such leave shall not exceed one year, but may be extended by the Board in case of serious health conditions.

10.13.1.2 If for a health leave, at such time as the unit member notifies the District of his/her intention to return, the unit member shall submit to the District a written statement from his/her physician certifying the unit member's ability to return to full-time service in the District. A District-appointed physician may be requested to certify the unit member's ability to return to work.

10.13.2 Family Care Leave

10.13.2.1 A unit member who has been employed for at least 12 months and has worked a minimum of 1,250 hours of service immediately prior to the date the leave is to commence is eligible for leave under the California Family Rights Act of 1991 (Government Code Section 12945) and the Federal Family and Medical Leave Act of 1993 (FMLA) for a total of 12 work weeks during any 12-month period. (Refer to Board Policy 4161.8 for the purpose of 10.13.2.)

10.13.2.2 Leave is permitted for the following reasons:

- (1) The birth of a child of a the unit member to care for a newborn or placement of a child with the unit member in connection with the unit member's adoption or foster

care of the child (for specific requirements and eligibility for child bonding leave see Article 10.4.2.);

~~(2) The placement of a child with a unit member in connection with adoption or foster care of a child by an employee;~~

~~(3)~~(2) Leave to care for a child, parent, spouse, or domestic partner who has a serious health condition;

(3) A serious health condition which makes the unit member unable to perform the functions of his/her position.

(4) Military Family and Caregiver Leave as described in the FMLA. (Unit members may be entitled to up to 26 workweeks to care for a family member who is a covered service member).

10.14 Other Leaves

10.14.1 The Board of Trustees may grant a unit member an unpaid leave of absence for a period not to exceed one year for the purpose as deemed necessary by the unit member and agreed to by the Board. Leaves may be requested for purposes such as, but not limited to, child care. The Board shall take into consideration the value to the District of the leave, the urgency of the request, and the employment record of the unit member making the request.

10.14.2 A personal leave may be granted once in seven years exclusive of any other leave. This restriction does not apply to child care leave.

10.14.3 The Board may approve an extension of a leave of absence for a second year.

10.15 Health and Welfare Fringe Benefits During a Period of Leave

10.15.1 During a period of a paid leave of absence, the District shall provide health and welfare benefits in the same manner as if the unit member was in active service to the District.

10.15.2 During a period of an unpaid leave of absence, the unit member may, at no expense to the District, participate in the District's health and welfare benefits program as prescribed or limited by the health benefits carrier.

10.16 Rights of Return Upon Expiration of Leave

- 10.16.1 In the case of a unit member who returns from a paid leave of absence or a study leave (Article 10.9) which has been not more than a semester, the unit member shall be returned to the same position/assignment which was held at the time of the commencement of the leave, unless the position has been abolished.
- 10.16.2 In the case of a unit member who returns from a paid leave or a study leave (Article 10.9) which exceeds a semester, the District shall attempt to return the employee to the same position/assignment, but it is recognized by the parties that curriculum changes, enrollment changes, or the educational requirements of the District may necessitate the employee being assigned to another position or assignment.
- 10.16.3 In the case of a unit member who returns from unpaid leave, except that of a study leave (Article 10.9), the unit member shall be returned to a position in the District for which he/she is credentialed.

10.17 Catastrophic Leave

- 10.17.1 Unit members who suffer a catastrophic injury/illness which results in the unit member exhausting all available paid leaves, including regular sick leave, extended sick leave (differential), and industrial accident leave, if applicable, shall become eligible to use this catastrophic sick leave plan, subject to the restrictions and conditions outlined in these rules.
- 10.17.2 A catastrophic illness or injury is defined as an illness or injury that is expected to incapacitate the employee for an extended period of time, requires the employee to take time off from work for an extended period of time and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid time off. The District must be able to determine that the employee is unable to work due to the employee's catastrophic illness or injury.
- 10.17.3 The use of this Sick Leave Bank shall be available to those unit members who have made a donation of at least five days to the bank prior to each request. The exception to this restriction shall be any employee who was absent due to an approved catastrophic injury/illness allowed under this rule at the time of the implementation of the Catastrophic Sick Leave Bank.
- 10.17.4 Unit members may donate accumulated sick leave days to the Sick Leave Bank at a minimum of eight hours and in one hour increments thereafter. This donation shall be irrevocable. Sick leave donated will not count for retirement credit purposes for the donor, but will benefit the recipient. The unit member shall file an irrevocable "Sick Leave Bank Deposit Form" with Human Resource Services. A donation to the Sick Leave Bank shall be a general donation and from prior years' accumulation, and shall not be donated to a specific unit member for his/her exclusive use.

- 10.17.5 There is no limit to the number of sick leave days a unit member may donate to the sick leave bank, so long as the minimum number of accumulated sick leave days available to the unit member does not fall below 10.
- 10.17.5.1 Unit members may not contribute to the sick leave bank at the time of retirement or other separation from the District. Should the unit member donate within 90 days of retirement or separation, such sick leave donation shall be withdrawn from the sick leave bank.
- 10.17.6 Any mental stress related illness may be excluded from the benefits of this rule, unless the employee is hospitalized.
- 10.17.7 Bargaining unit members may donate earned sick leave at any time during their work year.
- 10.17.8 All unit members wishing to use this Sick Leave Bank shall submit a "Sick Leave Bank Request for Withdrawal Form." This form shall be submitted to Human Resource Services. The request shall state the number of days being requested by the unit member. A Sick Leave Bank Committee shall consider the request of the unit member. The Committee shall consist of two members selected by the District, three members selected by the Association, and one from Human Resource Services to provide information. Approval of a request shall require a majority vote of the Committee members. Any rejection of a request may be appealed to the Superintendent or designee for final action and decision. The time lines for filing an appeal shall be within 10 days of notice of rejection.
- 10.17.9 The maximum number of days allowed to be utilized by one unit member for a single catastrophic injury/illness shall not exceed 90 days. A unit member may request a specific number of days on one "Sick Leave Bank Request for Withdrawal Form." The unit member may request additional days up to the 90 days by filing an additional request for consideration by the Committee.
- 10.17.10 Any days approved that are unused by the employee shall be returned to the Catastrophic Sick Leave Bank.
- 10.17.11 If a unit member uses a day from the Sick Leave Bank, pay for that day shall be the same rate the unit member would have received had the unit member worked that day.
- 10.17.12 Unit members who are granted use of Sick Leave Bank Days shall be considered in regular paid status during such use for all purposes. However, only hours donated and used by the employee will count toward seniority.

10.17.13 During September of each year, Human Resource Services shall provide the Association a statement specifying the number of days available in the Bank as of September 1 of that year and the number of days used in the previous fiscal year.

10.17.14 Unit members shall be entitled to utilize contributions from other bargaining units or management if they wish.

10.18 Sick Leave for Care of Family Members (Labor Code 233)

10.18.1 A unit member may use up to five days of sick leave during a school year to care for an ill child, parent, spouse, or domestic partner. This may be used for any illness and is separate from Family Medical Leave (10.13.2) or Personal Necessity Leave (10.3.2.2). Unused sick leave days cannot be carried over to next year for this purpose.

10.18.2 Verification of eligibility to use this leave shall be the same as for personal illness.

10.18.3 Sick leave for care of family members shall be specified as a separate leave for payroll tracking purposes. This will require an employee to indicate the family member's relationship in order to be eligible for this leave.

10.18.4 For purposes of this section, a child includes biological, foster, or adopted children, as well as stepchildren, legal wards, or a child of a person standing "in loco parentis." A parent means a biological, foster, or adoptive parent, a stepparent or legal guardian.

10.18.5 No retaliation shall occur as a result of a unit member exercising their right to appropriately use this sick leave.



**CAPISTRANO UNIFIED SCHOOL DISTRICT
AND
CAPISTRANO UNIFIED SCHOOL DISTRICT
AGREEMENT FOR A CERTIFICATED NON-MANAGEMENT
SUPPLEMENTAL EARLY RETIREMENT PLAN (SERP)
2017-18**

1.0 Eligibility

Those employees will be eligible who:

- 1.1 Are certificated bargaining unit members; and
- 1.2 Are paid on the regular certificated salary schedules Appendix A, B, C, E and F;
and
- 1.3 Have at least five (5) years of STRS/PERS creditable District service as a
bargaining unit member in CUSD as of June 30, 2018; and are at least age 55 and
resign from the District no later than June 30, 2018; or
- 1.4 Have at least thirty (30) years of STRS/PERS creditable service with at least five
(5) years of certificated service in CUSD as of June 30, 2018; and are at least age
50 and resign from the District no later than June 30, 2018.

2.0 Minimum Participation

- 2.1 A minimum number of employees in the bargaining unit must submit properly
executed agreements and all other required forms by 4:00 pm on Thursday, March
15, 2018, in order for the plan to go into effect.
- 2.2 If the number of employees submitting agreements is at least 180, the plan will
be effective, and resignations of these employees by Saturday, June 30, 2018 will
be binding and will not be rescinded. SERP participants must complete their
2017-18 work year to be eligible.
- 2.3 Individual participants may rescind no later than 4:00 pm on Thursday, March 15,
2018.
- 2.4 If a level of 180 participants is not attained, the District and the Association will
review the actual data of participants and will notify eligible employees of the
continuation or withdrawal of the plan by Thursday, March 29, 2018.
- 2.5 If the District withdraws the plan, all submitted resignations become null and
void.

Agreement for a Teacher
Early Retirement Incentive Plan

3.0 Supplemental Retirement Benefits

- 3.1 The plan benefit will be an annuity based upon 80% of the participant's 2017-18 base salary with a minimum of 180 participants. The plan benefit will increase to 85% of the participant's 2017-18 base salary if the minimum number of participants reach 202.
- 3.2 Participants will select the form of the annuity based on PARS Program offerings.
- 3.3 Participants whose assignment was less than full-time during the 2017-2018 school year shall receive a pro-rata benefit based on their annualized 2017-2018 base salary. Participants who are participating in the Article 15 Part-time: Reduction of Workload from Full-time program in 2017-18 shall receive the plan benefit as if they were in a full-time position.

4.0 IRS-Approved

- 4.1 The plan must be approved by the IRS as a Supplemental Retirement Plan in order to be implemented.

5.0 Administering the Agreement

- 5.1 The plan must be ratified by the Board of Education in order to be implemented.
- 5.2 The parties agree to use the attached document prepared by PARS as the descriptor of the financial considerations used as the basis of this agreement.
- 5.3 The District may consider requests for participation in the SERP or its implementation that are beyond the terms and conditions of this memorandum of understanding or would otherwise cause either party to violate those terms and conditions. Such requests will be made in writing.

For the District

Signature

Title

Agreement for a Teacher
Early Retirement Incentive Plan

Date

For the Association

Signature

Title

Date



CUSD and CUEA agree to add the following as a new article to the parties' collective bargaining agreement specifically governing Extended Day Kindergarten:

ARTICLE 23 - Extended Day Kindergarten ("EDK")

23.0 Purpose

The District has decided to implement an Extended Day Kindergarten program beginning in 2018-19 as a pilot year at certain schools as provided herein followed by districtwide implementation beginning with the 2019-20 school year. To facilitate implementation of the Extended Day Kindergarten Program, the District and CUEA agree to the terms and conditions set forth in this article. This article is intended to address issues specific to this program and will only be in effect at those sites offering Extended Day Kindergarten.

23.1 Pilot Program 2018-19

CUSD and CUEA agree to pilot full day Kindergarten at up to 11 sites for the 2018-19 school year. Eligible sites are as follows:

Carl Hankey Elementary
Clarence Lobo Elementary
Del Obispo Elementary
Harold Ambuehl Elementary
Hidden Hills Elementary
Kinoshita Elementary
Marblehead Elementary
R.H. Dana Elementary
Tijeras Creek Elementary
Wagon Wheel Elementary
Wood Canyon Elementary

23.1.1.1 Eligible sites may opt-in to participate in the EDK pilot year (2018-19 only) using the process outlined below:

It is intended that all staff potentially affected by a decision will have the opportunity to participate in the decision-making process. Decisions will be made by consensus. Consensus will be defined to have been reached when:

1. All group members have been given the opportunity to participate in contributing to or reviewing the proposal in final form;
2. Differences of opinion, which are viewed as contributing to the process, have been aired,
3. All members of the affected groups or the decision-making body have had a chance to state their opinions about their issues; and
4. All members of the working group or decision-making body have agreed to go along with the decision. This state is usually reached when each member of the group or decision-making body agrees to support at least a one-year pilot effort of the proposal.

Group members who would be significantly affected by a decision are those who will participate in the shared decision-making consensus process. This might include, for example, an entire school staff, a department, a middle school team, grade level teams or other units of organizational institutionalized at a given school.

23.1.2 Kindergarten teachers at participating pilot schools may apply for a transfer to another site and shall be given first priority for openings for the 2018-19 school year only. In the event that more than one eligible Kindergarten teacher applies for the same position, the teacher with the highest district seniority shall be selected.

23.1.3 For the 2018-19 school year, all other aspects of Article 9.2 -- Employee Initiated Transfer are applicable to the Extended Day Kindergarten pilot teachers except for 9.2.2 and 9.2.4.

23.2 Extended Day Kindergarten ("EDK") Committee

23.2.1 Committee Composition:

23.2.1.1 Parties agree to form a joint EDK Committee co-chaired by the Superintendent and CUEA Chapter President. District and CUEA shall appoint three members each for a total of eight (8) members.

23.2.1.2 Decisions shall be made by consensus; if consensus is not achieved, a 5-3 vote shall be required to move the issue forward. If deadlocked, the committee shall refer the matter to the Employer-Employee Relations Committee (EERC) for assistance.

23.2.2 Committee Meetings

The committee shall meet as follows (specific dates shall be mutually agreed upon by the Superintendent and Chapter President):

23.2.2.1.1 February or March 2018: The District and Association shall hold a meeting open to all employee stakeholders to receive information and feedback regarding implementation of extended day kindergarten.

23.2.2.1.2 March or April 2018: EDK Committee meeting on implementation of pilot program.

23.2.2.1.3 End of May 2018: EDK Committee meeting on implementation of pilot program.

23.2.2.1.4 August or September 2018: CUEA President and Superintendent shall meet to discuss any problems with implementation of the pilot. Either co-chair can request a meeting of the entire committee.

23.2.2.1.5 October 2018: EDK Committee meeting on efficacy of the pilot program.

23.2.2.1.6 December 2018: EDK Committee meets to plan full implementation for the 2019-20 academic year. Superintendent and CUEA President will ask employee stakeholders districtwide to attend to discuss problems and advise on implementation of EDK.

23.2.2.1.7 January 2019: EDK Committee sets aside a full day to plan implementation of EDK districtwide in 2019-20.

23.2.2.1.8 The co-chairs may schedule additional meetings as necessary.

23.2.2.1.9 It is the intent of the parties for the EDK committee to continue to meet to facilitate implementation of EDK districtwide through 2019-20. Beginning in

2020-21, questions or concerns regarding EDK shall be referred to the EERC.

23.3 Instructional Classroom Time

23.3.1 EDK instructional classroom time shall be 292 minutes daily.

23.3.2 EDK teachers shall receive priority to scheduling computer/library and other school-wide programs.

23.4 Class Size

23.4.1 Notwithstanding Article 8, EDK classes shall have a staffing ratio of 28.5:1.

23.4.1.1 After the fifteenth student day of the school year, if the class size maximum of 29:1 is exceeded in Kindergarten, then the teacher shall receive the equivalent of one full-day substitute pay (at the District's current rate) for each month that the class exceeds the above stated maximum.

23.5 Preparation Time

23.5.1 Kindergarten teachers who are participating in EDK will receive one day of release time per month for preparation time to be used at the teacher's discretion. Teachers may opt to receive substitute pay (at the District's current rate) in lieu of the monthly preparation time release day.

23.6 Dispute Resolution

23.6.1 Any alleged violations of Article 23 will be subject to Article 16 -- Grievance Procedures except, however, if the grievance is moved to arbitration, the decision of the arbitrator shall be final and binding upon the parties. Accordingly, section 16.4.4 shall not apply.

23.6.2 The decision to offer Extended Day Kindergarten is not subject to the grievance procedure as provided herein.

23.6.3 Either party may request assistance from EERC without affecting grievance timelines.

BA JS

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

SIDE LETTER/PILOT PROGRAM FOR THE 2016-2017 SCHOOL YEAR

AGREEMENT BETWEEN
CAPISTRANO UNIFIED SCHOOL DISTRICT
AND
CAPISTRANO UNIFIED EDUCATION ASSOCIATION

Transitional Kindergarten and Kindergarten

CUSD and CUEA agree to this Side Letter/Pilot Program for the 2016-2017 school year only.

The purpose of this Side Letter/Pilot Program is to set forth the starting time for TK and Early and Late Kindergarten class students on particular instructional days (listed below). This Side Letter/Pilot Program also provides clarification to affected teachers and employees. The particular instructional days at issue are: Back to School Night, Fall and Spring Conference days, Open House, the last day of school, and on a day when a field trip is scheduled.

On the particular instructional days listed above, absent space limitations or other operational concerns at a particular site, the starting time for TK and Early and Late Kindergarten class students shall be the same as the starting time on an ACE day. On such days, TK and Early and Late Kindergarten students shall attend school as a combined group (no staggered starts).

This side letter is a non-precedential and expires on June 30, 2017.

APPROVED:


Capistrano Unified School District

7/25/16
Date

APPROVED:


Capistrano Unified Education Association

7/25/16
Date

SA LS

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

MEMORANDUM OF UNDERSTANDING (2016-2017)

BETWEEN
CAPISTRANO UNIFIED SCHOOL DISTRICT
AND
CAPISTRANO UNIFIED EDUCATION ASSOCIATION

Pilot Initiative for 2016-17 School Year

For the remainder of the 2015-16 school year, District and Association representatives will meet through EERC and otherwise as necessary to discuss physical education class size at grades 6, 7 and 8, and to develop a pilot program for the 2016-17 school year for up to six middle schools whereby the District shall attempt to keep the student/teacher ratio for PE classes (periods 1 – 6, excluding zero period) at less than or equal to 50 students. Impact of the pilot program, continuation of the pilot program MOU beyond June 30, 2017, and/or expansion of the pilot program to additional or different schools shall be addressed during 2017-18 negotiations.

This Memorandum of Understanding is non-precedential and expires after June 30, 2017.

APPROVED:



Capistrano Unified School District

Date

7/25/16

APPROVED:



Capistrano Unified Education Association

Date

7/25/16

[Handwritten initials]

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

MEMORANDUM OF UNDERSTANDING

BETWEEN
CAPISTRANO UNIFIED SCHOOL DISTRICT
AND
CAPISTRANO UNIFIED EDUCATION ASSOCIATION

District-Wide Implementation of Evaluation Pilot Program, Effective July 1, 2016

The Parties agree that the evaluation pilot program introduced and implemented at select schools and locations, during the 2015-2016 school year, shall be expanded to all schools and locations, beginning July 1, 2016, to include the use of the following: performance goal form; pre-observation form; observation/post observation form; and formal evaluation/self-assessment form.

APPROVED:

[Signature]

Capistrano Unified School District

7/25/16

Date

APPROVED:

[Signature]

Capistrano Unified Education Association

7/25/16

Date

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

MEMORANDUM OF UNDERSTANDING (2016-2017 AND 2017-2018)

BETWEEN
CAPISTRANO UNIFIED SCHOOL DISTRICT
AND
CAPISTRANO UNIFIED EDUCATION ASSOCIATION

Unit Member Child/Children Enrollment Proposal

The District and CUEA have a shared interest in providing enrollment options for unit members, consistent with applicable law, Board Policy and Administrative Regulations. The Parties agree to the following Memorandum of Understanding for the 2016-17 and 2017-18 school years:

To the fullest extent permitted by applicable law, Board Policy and Administrative Regulations, unit members may enroll their dependent child(ren) and/or child(ren) for whom they hold legal guardianship, as a resident, at the unit member's assigned work location or the school site closest to the unit member's assigned work location. Dependent children of unit members who matriculate out of unit members' assigned work site will similarly be permitted to enroll children at a school closest to unit member's work site. Unit members shall adhere to any and all application, reapplication and other requirements set forth in Board Policy and Administrative Regulation.

In the event the unit member is involuntarily transferred, he/she shall have the enrollment options as set forth above or he/she may maintain their child/children at their current school/matriculation pattern.

This Memorandum of Understanding is non-precedential and expires after June 30, 2018.

APPROVED:



Capistrano Unified School District

7/25/16

Date

APPROVED:



Capistrano Unified Education Association

7/25/16

Date

JS
SA

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

MEMORANDUM OF UNDERSTANDING/PILOT PROGRAM FOR THE 2016-2017
SCHOOL YEAR

AGREEMENT BETWEEN
CAPISTRANO UNIFIED SCHOOL DISTRICT
AND
CAPISTRANO UNIFIED EDUCATION ASSOCIATION

Elementary School Duties Exploration

CUSD and CUEA agree to this MOU/Pilot Program for the 2016-17 school year only.

As part of 2016-2017 negotiations, the parties agree to revisit and explore negotiable issues related to school of choice and meeting time for support of diverse student learning needs.

In addition, the District is currently exploring funding sources to modify the elementary duty schedule. For example, coverage and other staffing modifications may be provided to enable elementary teachers to recapture time to focus upon instructional design and delivery (planning, preparation, grading, report cards). These issues will be addressed through a pilot MOU for the 2016-17 school year, with the possibility for implementation during the 2016-2017 school year.

This side letter is non-precedential and expires on June 30, 2017.

APPROVED:



Capistrano Unified School District

Date

7/25/16

APPROVED:



Capistrano Unified Education Association

Date

7/25/16

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

MEMORANDUM OF UNDERSTANDING

BETWEEN
CAPISTRANO UNIFIED SCHOOL DISTRICT
AND
CAPISTRANO UNIFIED EDUCATION ASSOCIATION

Article 14 Wages

CUSD and CUEA agree to this MOU for the 2016-2017 school year only.

This Memorandum of Understanding is entered into by the Capistrano Unified Education Association and the Capistrano Unified School District to afford special education personnel perform assessments and/or therapy sessions and receive their per diem rate in certain circumstances. Such personnel shall not receive per diem rate for services performed during a time when he or she would normally receive contracted salary for the performance of such services (i.e. no double payment is permitted).

Referrals for additional assignment(s)/extra pay assignment(s) are generated by the special education department administrators due to the following circumstances and will be paid at a per diem rate when performed outside of contracted hours:

- Assessment requests (IEE, additional) that may be fulfilled by CUSD special education staff members with a specific area of expertise.
 - Cranio-facial/resonance, motor speech, and auditory processing specialist (speech)
 - Fluency, stuttering specialist (speech)
 - Deaf & Hard of Hearing and Cochlear Implant Specialist (speech)
 - Alternative Augmentative Communication Specialist (speech)
 - Neuropsychologist (psychologist)
 - Emotional Disturbance and Behavioral Disorders (psychologist)
 - Autism Spectrum Disorders (psychologist)
- Assessment/therapy requests that are in addition to current caseloads.

Selecting educational personnel to conduct assessments and/or additional therapy sessions will involve the following process:

- A survey of current CUSD staff through the department lead. Information requested will include:
 - Desire to work extra assignment(s)
 - Areas of specialized training/experience
 - Availability
 - Congruence of above information to the case (student's age, program, services, etc.)

Page 2
Memorandum of Understanding
Article 14 Wages

- A special education administrator will review assessment(s)/therapy needs to the list of available and interested special education staff to determine who will receive the additional pay assignment.

APPROVED:



Capistrano Unified School District

7/25/16
Date

APPROVED:



Capistrano Unified Education Association

7/25/16
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 - Capistrano Unified Education Association

School District - Bargaining Unit: (CUEA)

Certificated, Classified, Other: Certificated

The proposed agreement covers the period beginning: July 1, 2016 and ending: June 30, 2019
(date) (date)

The Governing Board will act upon this agreement on: February 13, 2018
(date)

A. Proposed Change in Compensation

Compensation	Annual Cost Prior to Proposed Agreement FY 2017-18	Fiscal Impact of Proposed Agreement		
		Year 1 Increase/(Decrease) FY 2017-18	Year 2 Increase/(Decrease) FY 2018-19	Year 3 Increase/(Decrease) FY 2019-20
1 Salary Schedule 1% starting 7/1/16, 1% starting 7/1/17, 1% contingent upon Gov. Budget starting 7/1/18	\$ 182,331,798 above amt. includes other compensation	\$ 3,702,828	\$ 1,851,414.00	
		2.00%	1.00%	0.00%
2 Step and Column	\$ 2,809,612	\$ -	\$ -	
		0.00%	0.00%	0.00%
3 Other Compensation - Longevity: Add 1% at step 23 Ed Spec. release time/Psych cons. days		\$ 464,331	\$ 95,860	
		0.25%	0.05%	0.00%
Description of other compensation: 1% and Health and Welfare one time for 16/17		\$ 2,917,000	\$ (2,917,000)	
4 Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare etc.	\$ 34,158,590	\$ 768,841	\$ 341,586	
		2.25%	1.00%	0.00%
5 Health/Welfare Plans	\$ 24,973,000	\$ 2,435,000	\$ 2,084,000	\$ 1,097,000
		1.11%	0.95%	0.50%
6 Total Compensation - Increase (Decrease) (Total Lines 1-5)	\$ 244,273,000	\$ 10,288,000	\$ 1,455,860	\$ 1,097,000
7 Total Number of Represented Employees (Use FTEs if appropriate)	2,144.60	0	0	0
8 Total Compensation <u>Average</u> Cost per Employee	\$ 113,901	\$ -	\$ -	\$ -
		4.69	0.66	0.50

Revised September 2013

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"?

Effective July 1 2016 increase salary schedule by 1%. Effective July 1, 2017 increase salary schedule by 1%. Contingent upon the Governor's budget adopted as proposed in January, increase salary schedule by 1% 7/1/18

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

An increase to step 23 of 1% was added starting 7/1/17.

11. Please include comments and explanations as necessary.

Additionally a cost neutral supplemental early retirement incentive will be offered to members of the certificated bargaining unit as outlined in the Tentative Agreement.

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

If yes, please describe the cap amount.

See attached Tentative agreement for details of cap increases starting 1/1/17.

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

See attached Tentative Agreement for implementation of extended day kindergarten. Classes will be staffed at 28:5:1 or an average reduction of 2 students per class

- 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.)

N/A

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

Contingent upon the Governor's budget being adopted as proposed a 1% salary increase will be added effective 7/1/18 along with an allocation equal to 1% of the certificated salary schedule to be used to reduce employee contributions to health and welfare benefits.

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.

No.

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

Binding arbitration has been agreed to for the implementation effects of extended day kindergarten only

G. Source of Funding for Proposed Agreement

1. Current Year

General fund revenues.

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)?

N/A

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.)

General fund revenues with the assumption that the Governors 2018-19 proposed budget is implemented as proposed.

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

General Fund

Enter Bargaining Unit: **Capistrano Unified Education Association (CUEA)**

	Column 1 Latest Board- Approved Budget Before Settlement (As of 2/13/18)	Column 2 Adjustments as a Result of Settlement	Column 3 Other Revisions Reduce Class Size Kindergarten	Column 4 Total Current Budget (Columns 1+2+3)
REVENUES				
LCFF Sources (8010-8099)	\$ 386,614,466	\$ -	\$ 378,151	\$ 386,992,617
Remaining Revenues (8100-8799)	\$ 94,674,054	\$ -		\$ 94,674,054
TOTAL REVENUES	\$ 481,288,520	\$ -	\$ 378,151	\$ 481,666,671
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 215,052,103	\$ 7,084,159	\$ 300,000	\$ 222,436,262
Classified Salaries (2000-2999)	\$ 68,811,391	\$ -	\$ -	\$ 68,811,391
Employee Benefits (3000-3999)	\$ 115,660,590	\$ 3,203,841	\$ -	\$ 118,864,431
Books and Supplies (4000-4999)	\$ 24,298,816	\$ -		\$ 24,298,816
Services, Other Operating Expenses (5000-5999)	\$ 49,021,054	\$ -		\$ 49,021,054
Capital Outlay (6000-6599)	\$ 6,244,412	\$ -		\$ 6,244,412
Other Outgo (7100-7299) (7400-7499)	\$ 13,169,720	\$ -		\$ 13,169,720
Direct Support/Indirect Cost (7300-7399)	\$ (535,464)	\$ -		\$ (535,464)
Other Adjustments				
TOTAL EXPENDITURES	\$ 491,722,622	\$ 10,288,000	\$ 300,000	\$ 502,310,622
OPERATING SURPLUS (DEFICIT)	\$ (10,434,102)	\$ (10,288,000)	\$ 78,151	\$ (20,643,951)
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ -	\$ -	\$ -	\$ -
TRANSFERS OUT & OTHER USES (7610-7699)	\$ 788,513	\$ -	\$ -	\$ 788,513
CONTRIBUTIONS (8980-8999)	\$ -	\$ -		\$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (11,222,615)	\$ (10,288,000)	\$ 78,151	\$ (21,432,464)
BEGINNING BALANCE	\$ 74,740,855			\$ 74,740,855
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
CURRENT-YEAR ENDING BALANCE	\$ 63,518,240	\$ (10,288,000)	\$ 78,151	\$ 53,308,391
COMPONENTS OF ENDING BALANCE:				
Nonspendable Reserves (9711-9719)	\$ 325,000	\$ -	\$ -	\$ 325,000
Restricted Reserves (9740)	\$ 2,684,427	\$ -	\$ -	\$ 2,684,427
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ 13,041,070	\$ -	\$ -	\$ 13,041,070
Reserve for Economic Uncertainties (9789)	\$ 10,046,212	\$ -		\$ 10,046,212
Unassigned/Unappropriated (9790)	\$ 37,421,531	\$ (10,288,000)	\$ 78,151	\$ 27,211,682

* Please see question on page 7.

I. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Enter Bargaining Unit: Capistrano Unified Education Association (CUEA)			
	2017-18	2018-19	2019-20
	Total Current Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
Revenue Limit Sources (8010-8099)	\$ 386,992,617	\$ 402,435,502	\$ 405,422,814
Remaining Revenues (8100-8799)	\$ 94,674,054	\$ 87,646,162	\$ 83,327,206
TOTAL REVENUES	\$ 481,666,671	\$ 490,081,664	\$ 488,750,020
EXPENDITURES			
Certificated Salaries (1000-1999)	\$ 222,436,262	\$ 222,669,431	\$ 223,542,668
Classified Salaries (2000-2999)	\$ 68,811,391	\$ 70,486,604	\$ 71,904,761
Employee Benefits (3000-3999)	\$ 118,864,431	\$ 127,283,616	\$ 135,569,522
Books and Supplies (4000-4999)	\$ 24,298,816	\$ 15,681,300	\$ 9,589,014
Services, Other Operating Expenses (5000-5999)	\$ 49,021,054	\$ 46,341,772	\$ 43,797,920
Capital Outlay (6000-6999)	\$ 6,244,412	\$ 5,244,412	\$ 744,412
Other Outgo (7100-7299) (7400-7499)	\$ 13,169,720	\$ 13,280,852	\$ 12,415,931
Direct Support/Indirect Cost (7300-7399)	\$ (535,464)	\$ (535,464)	\$ (535,464)
Other Adjustments		\$ -	\$ -
TOTAL EXPENDITURES	\$ 502,310,622	\$ 500,452,523	\$ 497,028,764
OPERATING SURPLUS (DEFICIT)	\$ (20,643,951)	\$ (10,370,859)	\$ (8,278,744)
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ -	\$ -	\$ -
TRANSFERS OUT & OTHER USES (7610-7699)	\$ 788,513	\$ 788,513	\$ 788,513
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (21,432,464)	\$ (11,159,372)	\$ (9,067,257)
BEGINNING BALANCE	\$ 74,740,855	\$ 53,308,391	\$ 42,149,019
CURRENT-YEAR ENDING BALANCE	\$ 53,308,391	\$ 42,149,019	\$ 33,081,762
COMPONENTS OF ENDING BALANCE:			
Nonspendable Reserves (9711-9719)	\$ 325,000	\$ 325,000	\$ 325,000
Restricted Reserves (9740)	\$ 2,684,427	\$ -	\$ -
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ 13,041,070	\$ 6,737,628	\$ 6,737,628
Reserve for Economic Uncertainties (9789)	\$ 10,061,982.70	\$ 10,024,820.72	\$ 9,956,345.54
Unassigned/Unappropriated (9790)	\$ 27,211,682	\$ 25,061,570	\$ 16,062,788

J. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

1. State Reserve Standard

		2017-18	2018-19	2019-20
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 503,099,135	\$ 501,241,036	\$ 497,817,277
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	\$ 10,061,983	\$ 10,024,821	\$ 9,956,346

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

a.	General Fund Budgeted Unrestricted Reserve for Economic Uncertainties (9789)	\$ 10,061,983	\$ 10,024,821	\$ 9,956,346
b.	General Fund Budgeted Unrestricted Unassigned/Unappropriated Amount (9790)	\$ 27,211,682	\$ 25,061,570	\$ 16,062,788
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	\$ 37,273,664	\$ 35,086,391	\$ 26,019,134
h.	Reserve for Economic Uncertainties Percentage	7.41%	7.00%	5.23%

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

2017-18

Yes

☒

No

☐

2018-19

Yes

☒

No

☐

2019-20

Yes

☒

No

☐

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 CSEA Chapter 224 Bargaining Unit, during the term of the agreement from July 01, 2016 to June 30, 2019

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

<u>Budget Adjustment Categories:</u>	<u>Budget Adjustment Increase (Decrease)</u>
<u>Revenues/Other Financing Sources</u>	<u>378,151.00</u>
<u>Expenditures/Other Financing Uses</u>	<u>10,588,000.00</u>
<u>Ending Balance Increase (Decrease)</u>	<u>(10,209,849.00)</u>

(No budget revisions necessary - included in revised budget)

<hr/>	<hr/>
District Superintendent	13-Feb-18
(Signature)	Date
 <hr/>	 <hr/>
Chief Business Officer	13-Feb-18
(Signature)	Date

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)

13-Feb-18

Date

President or Clerk of Governing Board
(Signature)

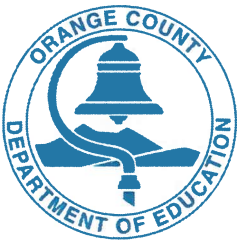
13-Feb-18

Date

Philippa Townsend, Assistant Superintendent, Fiscal Services
Contact Person

949- 234-9316

Phone



January 25, 2018

Martha McNicholas, Board President
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675

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DEPARTMENT
OF EDUCATION**
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AL MIJARES, Ph.D.
County Superintendent
of Schools

Kirsten M. Vital, District Superintendent
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675

Re: Disclosure of Collective Bargaining Agreement – Capistrano Unified Education Association (CUEA)

Dear Ms. McNicholas and Ms. Vital:

Thank you for the submission of the disclosure of collective bargaining agreement for the Capistrano Unified Education Association (CUEA) bargaining unit. The Orange County Superintendent of Schools has reviewed the District's disclosure in accordance with Assembly Bill (AB) 1200 (Statute of 1991, Chapter 1213) and Government Code 3547.5 as amended by AB 2756.

The proposed agreement covers the period from July 1, 2016 through June 30, 2019. The District and CUEA have agreed to a 1.0% increase on the salary schedule, effective July 1, 2016 and an additional 1.0% ongoing increase, effective July 1, 2017. Additionally, the District agrees to increase longevity percentage at Step 23 from 6% to 7%, effective July 1, 2017.

The tentative agreement also proposes increases to HMO medical plans contributions for Plan Year 2017 and Plan Year 2018. Beginning January 1, 2017 and January 1, 2018, the District shall pay the actual cost of insurance premiums for full-time unit members and their dependents who participate in the HMO medical plans up to the following rates per tier:

	<u>Plan Year 2016</u>	<u>Plan Year 2017</u>	<u>Plan Year 2018</u>
Employee Only	5,220.00	5,544.00	6,036.00
Employee + One	10,716.00	11,352.00	12,372.00
Employee + Two or more	15,204.00	16,080.00	17,520.00

For the 2018-19 school year, there is contingency language in the agreement tied to the Governor's final adopted budget. If the Governor's 2018-19 adopted budget is no worse than his proposed budget on January 10, 2018, the District agrees to increase the salary schedule by 1.0%, effective July 1, 2018 and contribute an additional \$2.2 million toward health and welfare benefits for Plan Year 2019.

**ORANGE COUNTY
BOARD OF EDUCATION**
JOHN W. BEDELL, PH.D.
DAVID L. BOYD
REBECCA "BECKIE" GOMEZ
LINDA LINDHOLM
KEN L. WILLIAMS, D.O.

Ms. Martha McNicholas
Ms. Kirsten M. Vital
January 25, 2018
Page 2 of 2

The fiscal impact of the proposed agreement results in an increase of \$10.3 million in the 2017-18 school year, of which \$2.9 million is one-time retroactive reimbursement for the 2016-17 increases. For the 2018-19, there is an additional increase of \$1.5 million in ongoing expenditure.

The District and CUEA have entered into a Memorandum of Understanding regarding a supplementary retirement plan for the 2017-18 school year. The District will offer the plan to eligible unit members who have reached the age of 55 with at least 5 years of STRS/PERS creditable District service or have reached 50 with at least 30 years of STRS/PERS creditable service combined with at least 5 years of certificated service at CUSD as of June 30, 2018. Contingent on reaching 180 participants, the plan benefit will be an annuity based upon 80% of the participant's 2017-18 base salary. The plan benefit will increase to 85% of the participant's 2017-18 base salary if the minimum number of participants reach 202. If a level of 180 participants is not attained, the District may not offer the plan for the 2017-18 school year.

We would like to extend our thanks to your staff for the thorough and timely preparation of the disclosure of collective bargaining agreement. If you have any questions, please call me at (714) 966-4229 or Chris Lombardo at (714) 966-4248.

Sincerely,



Dean West, CPA
Associate Superintendent, Business Services

cc: Clark Hampton, Deputy Superintendent, Business and Support Services
Philippa Townsend, Assistant Superintendent, Fiscal Services

**CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD REPORT**

To: Board of Trustees

From: Clark Hampton, Deputy Superintendent, Business and Support Services

Prepared by: Philippa Townsend, Assistant Superintendent, Fiscal Services

Date: February 13, 2018

Board Item: Resolution No. 1718-33, Retirement Incentive for Certificated Non-Management Employees

HISTORY

During negotiations with the certificated bargaining unit, the possibility of the District offering a Supplementary Retirement Plan (SRP) was discussed. As part of the tentative agreement between the District and the Capistrano Unified Educator's Association (CUEA), the District agreed to offer a SRP subject to certain criteria being met.

BACKGROUND INFORMATION

The District worked with Public Agency Retirement Services (PARS) to design a SRP, which is a retirement incentive that is designed to encourage senior Certificated Non-Management employees to retire early. The goal of the program is to generate savings, or at a minimum, no cost to the District by increasing the number of retirements in the 2017-2018 school year.

As the administrator of the Supplementary Retirement Plan (SRP), PARS will assist the District in the initial design, perform plan communication and enrollment, and conduct all ongoing administration of the program. PARS will hold orientation meetings at District locations to provide information regarding the program to eligible employees and will be available for questions and additional information throughout the enrollment period. Pacific Life Insurance Company will serve as the plan insurer. Pacific Life is rated A+ (Superior) by A.M. Best.

The District has successfully utilized PARS for early retirement program services in the past for four other prior District offerings.

CURRENT CONSIDERATIONS

The Supplementary Retirement Plan (SRP) would provide participating employees with a tax-qualified annuity based on total District contributions of either 80% or 85% of their final year salary depending on the number of SRP participants. This annuity is paid for by the District over a five-year period. The program requires all employees to resign from District employment at the end of the school year, no later than June 30, 2018. Approximately 585 employees are eligible for the offer.

FINANCIAL IMPLICATIONS

The ultimate savings or cost of the program will be determined based on the actual number of enrolled employees and resulting replacement employee costs. A final analysis based on the actual enrolled employees will be presented to the Board after the close of the enrollment window. If the program is unable to demonstrate fiscal savings, the program may be rescinded.

STAFF RECOMMENDATION

It is recommended the Board of Trustee adopt Resolution No. 1718-33 approving entering into an agreement with Public Agency Retirement Services to design and administer a supplementary retirement plan for eligible certificated non-management employees, provided there is sufficient employee participation and demonstrated fiscal savings to the District.

PREPARED BY: Philippa Townsend, Assistant Superintendent, Fiscal Services

APPROVED BY: Clark Hampton, Deputy Superintendent, Business and Support Services

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

RESOLUTION NO. 1718-33

**RETIREMENT INCENTIVE FOR CERTIFICATED NON-MANAGEMENT
EMPLOYEES**

WHEREAS, it is determined to be in the best fiscal interest of the Capistrano Unified School District and its employees to provide a retirement incentive offer to eligible employees who wish to voluntarily exercise their option to separate from District Service;

WHEREAS, there is no cash option available to employees in lieu of this retirement incentive offer;

WHEREAS, Public Agency Retirement Services (PARS) has made available to the District a Supplementary Retirement Plan, a retirement incentive program supplementing STRS/PERS, and qualifying under the relevant sections of § 403(b) of the Internal Revenue Code;

WHEREAS, the District, pursuant to applicable policy and/or a collective bargaining agreement, desires to adopt the Supplementary Retirement Plan and to fund the incentive through nonelective employer, post-employment contributions to the PARS designated 403(b) provider.

NOW THEREFORE, BE IT RESOLVED THAT:

1. The Board of Trustees of the District hereby adopts the PARS Supplementary Retirement Plan, as part of the District retirement program, effective February 13, 2018; and
2. The retirement incentive must meet the District's fiscal and operational objectives in order for the plan to go into effect. If these goals are not reached, the District may withdraw the retirement incentive. If the District withdraws the retirement incentive, resignations may be rescinded; and
3. The Board of Trustees of the District hereby appoints the Assistant Superintendent, Fiscal Services, or her successor or her designee as the District's Plan Administrator; and
4. The District's PARS Plan Administrator is hereby authorized to execute the contracts, custodial agreement facilitating the payment of contributions to the 403(b) arrangement, and other legal documents related to a trust or the plan on behalf of the District and to take whatever additional actions are necessary to maintain the District's participation in the plan and to maintain compliance of any relevant regulations issued.

STATE OF CALIFORNIA
COUNTY OF ORANGE

Patricia Holloway, the Clerk of the Board of Trustees of the Capistrano Unified School District of Orange County, California, hereby certifies that the above foregoing resolution was duly and regularly adopted by said District at a special meeting thereof held on the 13th of February, 2018 and adopted by a roll call vote.

AYES	()
NOES	()
ABSTAIN	()
ABSENT	()

IN WITNESS WHEREOF I have hereunto set my hand and seal this February 13, 2018.

Patricia Holloway
Clerk of the Board of Trustees

2017-18 Supplementary Retirement Plan

Capistrano Unified School District

Certificated Non-Management Employees

January 29, 2018

With regard to the Supplementary Retirement Plan (SRP) for the 2017-18 school year, the District proposes the following:

1.0 Eligibility

1.1 Those Certificated non-management employees who:

- a) Are employed by the District as of February 13, 2018;
- b) Are at least fifty-five (55) years of age with five (5) years of District service or age fifty (50) with thirty (30) years of District service as of June 30, 2018;
- c) Have resigned from District employment effective after the completion of the 2017-18 school year on or before June 30, 2018; and
- d) Have submitted all required SRP enrollment materials and District Letter of Resignation to the PARS office no later than the enrollment deadline of 5:00 p.m. on March 15, 2018.

2.0 Participation Requirements

2.1 The SRP must have sufficient participation to meet the District's fiscal and operational objectives in order for the SRP to go into effect. Participating employees shall submit all required SRP enrollment materials and District Letter of Resignation to the PARS office on or before the enrollment deadline. As of the enrollment deadline, resignations of participants are irrevocable and may not be rescinded unless the District withdraws the SRP pursuant to Paragraph 2.2 below.

2.2 If a level of participation acceptable to the District has not been reached as of the enrollment deadline, the District may withdraw the SRP and the District shall notify enrolled employees of the withdrawal on or before March 29, 2018. If the District withdraws the SRP, resignations will be automatically rescinded.

2.3 Participation in the SRP requires:

- a. Submission of required SRP enrollment materials and District Letter of Retirement to the PARS office no later than 4:00p.m. on March 15, 2018; and
- b. Resignation from District employment effective after the completion of the 2017-18 school year on or before June 30, 2018.

PARS is not licensed to provide and does not offer tax, accounting, legal, investment or actuarial advice.
--

2017-18 Supplementary Retirement Plan

Capistrano Unified School District

Certificated Non-Management Employees

January 29, 2018

2.4 Participating employees shall not return to the District under a full-time contract without forfeiting their SRP benefit.

2.5 Participating employees shall not be eligible for any other District sponsored retirement incentive programs.

3.0 Incentive Payments

3.1 Regarding the basic incentive under this plan:

- a) The District shall make non-elective employer contributions to the participant's 403(b) annuity contract held at Pacific Life Insurance Company ("Pacific Life").
- b) If one-hundred eighty (180) certificated non-management employees participate in the SRP, the sum of the contributions shall equal 80% of Final Pay, according to the following schedule:

Contribution Date	Percent of Final Pay
July 10, 2018	16%
July 10, 2019	16%
July 10, 2020	16%
July 10, 2021	16%
July 10, 2022	16%
Total Contributions	80% of Final Pay

If two-hundred and two (202) certificated non-management employees participate in the SRP, the sum of the contributions shall equal 85% of Final Pay, according to the following schedule:

Contribution Date	Percent of Final Pay
July 10, 2018	17%
July 10, 2019	17%
July 10, 2020	17%
July 10, 2021	17%
July 10, 2022	17%
Total Contributions	85% of Final Pay

- c) For purposes of this plan, Final Pay shall be defined as the 2017-18 Contract Salary (placement on the 2017-2018 salary schedule, inclusive of longevity) multiplied by the participant's current FTE (full-time equivalence). Due to a

PARS is not licensed to provide and does not offer tax, accounting, legal, investment or actuarial advice.

2017-18 Supplementary Retirement Plan

Capistrano Unified School District

Certificated Non-Management Employees

January 29, 2018

participating employee's reduced workload or unpaid leave of absence during the 2017-18 year, the District may reduce Final Pay accordingly based on actual salary earned.

- d) All SRP benefits shall be paid to participants exclusively through monthly annuity payments from Pacific Life.

3.2 Monthly forms of payment of equivalent present value shall be offered. They shall include:

- a) Lifetime payments;
- b) Joint-and-survivor payments;
- c) Lifetime with a ten (10) year guarantee; and
- d) Fixed term payments from five (5) to fifteen (15) years. These payments are guaranteed to the participant for the full term selected.

3.3 The amount of monthly cash payment shall be fixed upon annuity purchase date and shall not be subject to increase thereafter.

3.4 The choice of form of payment (and the choice of payment beneficiary if choosing a joint-and-survivor form of payment) shall become final upon the enrollment deadline and shall not be subject to change thereafter.

3.5 All contributions into the participant's 403(b) account must be made in accordance with applicable IRS Rules and Regulations.

3.6 SRP benefits are scheduled to commence on August 1, 2018.

4.0 Contract Administrator

4.1 The Contract Administrator for the SRP shall be PARS (Public Agency Retirement Services).

2017-18 Supplementary Retirement Plan

Capistrano Unified School District

Certificated Non-Management Employees

January 29, 2018

Preliminary Timeline

- | | | |
|----|--------------------|--|
| 1. | February 13, 2018 | Board approval of contingent SRP offer |
| 2. | Mid-February 2018 | PARS mails packets to eligible employees (following Board approval) |
| 3. | Late-February 2018 | PARS holds Orientation Meeting |
| 4. | Mid-March 2018 | Employee individual Workshop |
| 5. | March 15, 2018 | Enrollment Window Closes |
| 6. | March 29, 2018 | District Notifies Employees if Plan is going forward or not |
| 7. | June 30, 2018 | Employees Resign from District Employment (not later than this date) |
| 7. | August 1, 2018 | PARS benefits commence |

PARS is not licensed to provide and does not offer tax, accounting, legal, investment or actuarial advice.
--

AGREEMENT FOR ADMINISTRATIVE SERVICES

This agreement ("Agreement") is made this _____ day of _____, 2018, by and between Phase II Systems, a corporation organized and existing under the laws of the State of California, doing business as Public Agency Retirement Services and PARS (hereinafter "PARS") and the Capistrano Unified School District ("Agency").

WHEREAS, the Agency is desirous of retaining PARS to act as administrator to assist the Agency in the establishment of early retirement incentive programs through contributions to purchase an *IRC 403(b)* fixed annuity contract ("Plan"), for the benefit of Agency's eligible employees and their beneficiaries ("Participants"); and

WHEREAS, the Agency wishes for PARS to provide consulting, analytical, and administrative services necessary to implement the Plan; and

WHEREAS, in performance of the duties set forth hereinafter PARS shall designate from time to time a custodian and/or trustee to receive Employer Plan contributions ("Custodian") designated for Participants; and

WHEREAS, in performance of the duties set forth hereinafter, PARS shall designate from time to time an insurance company for the purpose of paying Participants a specified amount of money on a regular basis over a specified period of time ("Insurance Company") pursuant to the terms of the Plan.

NOW THEREFORE, the parties agree:

1. **Services.** PARS will provide the services pertaining to the Plan as described in the exhibit attached hereto as "Exhibit 1A" ("Services") in a timely manner, subject to the further provisions of this Agreement.
2. **Fees for Services.** PARS will be compensated for performance of the Services as described in the exhibit attached hereto as "Exhibit 1B".
3. **Payment Terms.** Payment for the Services will be remitted directly from contributions for the Plan that Agency has made to the Custodian unless otherwise stated in Exhibit 1B. In the event that the Agency chooses to make payment directly to PARS, it shall be the responsibility of the Agency to remit payment directly to PARS based upon an invoice prepared by PARS and delivered to the Agency. If payment is not received by PARS within thirty (30) days of the invoice delivery date, the balance due shall bear interest at the rate of 1.5% per month.
4. **Fees for Services Beyond Scope.** Fees for services beyond those specified in this Agreement will be billed to the Agency at the rates indicated in the PARS standard fee schedule in effect at the time the services are provided and shall be payable as described in Section 3 of this Agreement. Before any such services are performed, PARS will provide the Agency with a detailed description of the services, terms, and applicable rates for such services. Such services, terms, and applicable rates shall be agreed upon in writing and executed by both parties.

5. **Information Furnished to PARS.** PARS will provide the Services contingent upon the Agency's providing PARS the information specified in the exhibit attached hereto as "Exhibit 1C" ("Data"). It shall be the responsibility of the Agency to certify the accuracy, content and completeness of the Data so that PARS may rely on such information without further audit. It shall further be the responsibility of the Agency to deliver the Data to PARS in such a manner that allows for a reasonable amount of time for the Services to be performed. Unless specified in Exhibit 1A, PARS shall be under no duty to question Data received from the Agency, to compute contributions made to the Plan, to determine or inquire whether contributions are adequate to meet and discharge liabilities under the Plan, or to determine or inquire whether contributions made to the Plan are in compliance with the Plan or applicable law. In addition, PARS shall not be liable for non-performance of Services to the extent such non-performance is caused by or results from erroneous and/or late delivery of Data from the Agency. In the event that the Agency fails to provide Data in a complete, accurate and timely manner and pursuant to the specifications in Exhibit 1C, PARS reserves the right, notwithstanding the further provisions of this Agreement, to terminate this Agreement upon no less than ninety (90) days written notice to the Agency.
6. **Suspension of Contributions.** In the event contributions are suspended, either temporarily or permanently, prior to the complete discharge of PARS' obligations under this Agreement, PARS reserves the right to bill the Agency for Services under this Agreement at the rates indicated in PARS' standard fee schedule in effect at the time the services are provided, subject to the terms established in Section 3 of this Agreement. Before any such services are performed, PARS will provide the Agency with written notice of the subject services, terms, and an estimate of the fees therefore.
7. **Records.** During the term of this Agreement, and for a period of five (5) years after termination of this Agreement, PARS shall provide duly authorized representatives of the Agency access to all records and material relating to calculation of PARS' fees under this Agreement. Such access shall include the right to inspect, audit and reproduce such records and material and to verify reports furnished in compliance with the provisions of this Agreement. All information so obtained shall be accorded confidential treatment as provided under applicable law.
8. **Confidentiality.** Without the Agency's consent, PARS shall not disclose any information relating to the Plan except to duly authorized officials of the Agency and to parties retained by PARS to perform specific services within this Agreement. The Agency shall not disclose any information relating to the Plan to individuals not employed by the Agency without the prior written consent of PARS, except as such disclosures may be required by applicable law.
9. **Independent Contractor.** PARS is and at all times hereunder shall be an independent contractor. As such, neither the Agency nor any of its officers, employees or agents shall have the power to control the conduct of PARS, its officers, employees or agents, except as specifically set forth and provided for herein. PARS shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation and similar matters.
10. **Indemnification.** PARS and Agency hereby indemnify each other and hold the other harmless, including their respective officers, directors, employees, agents and attorneys, from

any claim, loss, demand, liability, or expense, including reasonable attorneys' fees and costs, incurred by the other as a consequence of, to the extent, PARS' or Agency's, as the case may be, negligent acts, errors, or omissions with respect to the performance of their respective duties hereunder.

11. **Compliance with Applicable Law.** The Agency shall observe and comply with federal, state and local laws in effect when this Agreement is executed, or which may come into effect during the term of this Agreement, regarding the administration of the Plan. PARS shall observe and comply with federal, state and local laws in effect when this Agreement is executed, or which may come into effect during the term of this Agreement, regarding Plan administrative services provided under this Agreement.
12. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. In the event any party institutes legal proceedings to enforce or interpret this Agreement, venue and jurisdiction shall be in any state court of competent jurisdiction.
13. **Force Majeure.** When satisfactory evidence of a cause beyond a party's control is presented to the other party, and nonperformance was unforeseeable, beyond the control and not due to the fault of the party not performing, a party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by such cause, including but not limited to: any incidence of fire, flood, acts of God, acts of terrorism or war, commandeering of material, products, plants or facilities by the federal, state or local government, or a material act or omission by the other party.
14. **Ownership of Reports and Documents.** The originals of all letters, documents, reports, and data produced for the purposes of this Agreement shall be delivered to, and become the property of the Agency. Copies may be made for PARS but shall not be furnished to others without written authorization from Agency.
15. **Designees.** The Agency, or their designee, shall have the authority to act for and exercise any of the rights of the Agency as set forth in this Agreement, subsequent to and in accordance with the written authority granted by the Governing Board of the Agency through adoption of a Resolution, a copy of which writing shall be delivered to PARS. Any officer of PARS, or his or her designees, shall have the authority to act for and exercise any of the rights of PARS as set forth in this Agreement.
16. **Notices.** All notices hereunder and communications regarding the interpretation of the terms of this Agreement, or changes thereto, shall be effected by delivery of the notices in person or by depositing the notices in the U.S. mail, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:
 - (A) To PARS: PARS; 4350 Von Karman Avenue, Suite 100, Newport Beach, CA 92660; Attention: President
 - (B) To Agency: Capistrano Unified School District; 33122 Valle Road, San Juan Capistrano, CA 92675; Attention: _____ [Plan Administrator]

Notices shall be deemed given on the date received by the addressee.

17. **Term of Agreement.** This Agreement shall remain in effect for the period beginning _____, 2018 and ending _____, 2023 ("Term"). This Agreement will continue unchanged for successive twelve-month periods following the Term unless either party gives written notice to the other party of the intent to terminate prior to ninety (90) days before the end of the Term. However, the Agreement will terminate following the benefit payment to the last surviving Participant and any residual interest earnings held in the Agency's custody account, if any, will be returned to the Agency.
18. **Amendment.** This Agreement may not be amended orally, but only by a written instrument executed by the parties hereto.
19. **Entire Agreement.** This Agreement, including exhibits, contains the entire understanding of the parties with respect to the subject matter set forth in this Agreement. In the event a conflict arises between the parties with respect to any term, condition or provision of this Agreement, the remaining terms, conditions and provisions shall remain in full force and legal effect. No waiver of any term or condition of this Agreement by any party shall be construed by the other as a continuing waiver of such term or condition.
20. **Attorney's Fees.** In the event any action is taken by a party hereto to enforce the terms of this Agreement, the prevailing party therein shall be entitled to receive its reasonable attorney's fees.
21. **Counterparts.** This Agreement may be executed in any number of counterparts, and in that event, each counterpart shall be deemed a complete original and be enforceable without reference to any other counterpart.
22. **Headings.** Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
23. **Effective Date.** This Agreement shall be effective on the date first above written, and also shall be the date the Agreement is executed.
24. **Further Acts.** The Parties shall execute all such further and additional documents as shall be reasonable, convenient, necessary, or desirable to carry out the provisions of this Agreement, including but not limited to any Custodial Agreement and/or Trust Agreement as shall be required by PARS and/or the Custodian/Trustee.

AGENCY:

BY:

Plan Administrator Name

TITLE:

DATE:

PARS:

BY:

Tod Hammeras

TITLE:

Chief Financial Officer

DATE:

EXHIBIT 1A

SERVICES

PARS will provide the following services for the Capistrano Unified School District:

1. Plan Consultation Services:

- (A) Meeting with Agency personnel to discuss the impact to the Agency of implementing a Plan;
- (B) If appropriate, completing a fiscal analysis, based on data and assumptions provided by Agency, to determine the fiscal feasibility of a Plan;
- (C) Meeting with Agency personnel to discuss the fiscal analysis and receive feedback on the analysis, data, and assumptions made;
- (D) Making appropriate revisions to the fiscal analysis as directed by Agency.

2. Plan Installation Services:

- (A) Meeting with Agency personnel to finalize Plan provisions, implementation timelines, benefit communication strategies, data reporting and contribution submission requirements;
- (B) Providing the necessary analysis and advisory services to finalize these elements of the Plan;
- (C) Providing the documentation needed to establish the Plan to be reviewed and approved by Agency legal counsel. Resulting final Plan documentation must be approved by the Agency prior to the commencement of PARS Plan Administration Services outlined in Exhibit 1A, paragraph 3 below.

3. Plan Administration Services:

- (A) Monitoring the receipt of Plan contributions made by the Agency to the Custodian, based upon information received from the Agency and the Custodian;
- (B) Performing periodic accounting of custodial assets, including the allocation of employer contributions, payments to the Insurance Company, investment activity and expenses (if applicable), based upon information received from the Agency and/or Custodian;
- (C) Acting as ongoing liaison between the Participant and the Agency in regard to the Plan, which shall include use by the Participants of toll-free telephone communication to PARS;
- (D) Producing benefit illustrations and processing enrollments upon direction by Agency;
- (E) Coordinating the processing of contribution payments to the Insurance Company pursuant to authorized written Agency certification of eligibility, authorized direction by the Agency, and the provisions of the Plan, and, to the extent possible, based upon Agency-provided Data;
- (F) Coordinating actions with the Custodian as directed by the Plan Administrator within the scope of this Agreement.

4. PARS is not licensed to provide and does not offer tax, accounting, legal, investment or actuarial advice.
5. Any analysis provided by PARS is subject to the receipt of accurate information and assumptions as may be provided by Agency. The Agency is responsible for integrating the PARS analysis into any Agency budgetary analysis or decision-making processes. The fiscal projections in the PARS analysis are dependent upon future experience conforming to the assumptions used and the results will be altered to the extent that future experience deviates from these assumptions. It is certain that actual experience will not conform exactly to the assumptions used in the analysis.

EXHIBIT 1B
FEES FOR SERVICES

PARS will be compensated for performance of Services, as described in Exhibit 1A based upon the following schedule:

1. Upon implementation of the Plan associated with this Agreement, the Agency agrees to pay an administration fee equal to four percent (4.00%) of all premiums made by the Agency on behalf of Participants in the subject Plan. Fees will be billed to the Custodian as contributions are made by the Agency, and it will be the responsibility of the Custodian to pay those fees from the custodial assets of the Plan.
2. In the event that the Plan associated with this Agreement is not implemented, the Agency agrees to pay a one-time fee equal to \$3,500.00. The fee will be billed to the Agency upon notice of cancellation of the Plan and it will be the responsibility of the Agency to pay this fee.

EXHIBIT 1C
DATA REQUIREMENTS

PARS will provide the Services under this Agreement contingent upon receiving the following information:

1. Fiscal Analysis Data (provided by Agency):
 - (A) Participant's Legal Name
 - (B) Participant's Position
 - (C) Participant's Birth Date
 - (D) Participant's Hire Date
 - (E) Participant's Contract Salary
 - (F) Years of Agency Service
 - (G) Completed Request for Information Form, including applicable Salary Schedules, Collective Bargaining Agreements, and Board Policies
2. Participant Data (provided by Agency):
 - (A) Participant's Legal Name
 - (B) Participant's Position
 - (C) Participant's Address
 - (D) Participant's Birth Date
 - (E) Participant's Hire Date
 - (F) Participant's Contract Salary
 - (G) Years of Agency Service
 - (H) Retirement Date
3. Executed Legal Documents (provided by Agency):
 - (A) Certified Board Resolution
 - (B) Addendum for Supplementary Retirement Plan/Execution Agreement
 - (C) Custodial Agreements/Disclosure Forms
 - (D) 403(b) Annuity Contracts & Disclosures
4. Completed Funding Documents (provided by Agency):
 - (A) Authorization to Pay Benefits Form
5. Completed Enrollment Forms (timely submitted by Participant):
 - (A) Correction Form
 - (B) Enrollment Form
 - (C) Beneficiary Designation Form
 - (D) Tax Withholding Form
 - (E) Proof of Age
 - (F) Letter of Resignation

**CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD REPORT**

To: Board of Trustees

From: Gordon Amerson, Ed.D., Associate Superintendent, Human Resource Services

Date: February 13, 2018

Board Item: Recommendation of Revised Management, Supervisory, Confidential Salary Schedule

HISTORY

During the 2016-2017 school year, the District engaged in the process of realigning the Management, Supervisory, Confidential salary schedule for Capistrano Unified Management Association (CUMA). Over the course of several months the District partnered with School Services of California to engage in an intensive research and analytical study of the CUMA compensation and classification practice. As a result of the classification study, staff developed a methodology and strategy to help create a system in the District that addressed three crucial components of remaining competitive and comparable with surrounding school districts. The three components were:

- Creating a streamlined, clear and consistent salary schedule for all CUMA members
- Creating a competitive salary schedule that helps to recruit and retain high performing people
- Incorporating a longevity program to honor the dedication and commitment of long term employees

As a result of the salary restructure, the District added 2 steps of longevity (Years 20 and 30) to the CUMA salary schedule. At the conclusion of the 2016-2017 “Meet and Confer” process there was a commitment to completing the longevity steps (Years 10, 15, and 25) if there were sufficient funds available as a result of any future negotiations settlements.

During the 2017-2018 school year, the District has revisited its previous commitment to completing the longevity steps on the CUMA salary schedule. As a result of the settled multi-year agreement with Capistrano Unified Education Association (CUEA) the District is now following through on its previously made commitment to complete longevity on the CUMA salary schedule along with some additional salary schedule increases for all CUMA members.

BACKGROUND INFORMATION

After the District finalized an agreement with the certificated bargaining unit discussions began with management representatives from CUMA to develop an agreement that represented a similar share to the agreement reached with the certificated bargaining unit.

Representatives from CUMA have elected to provide increases in the form of longevity stipends to eligible employees along with salary increases and increases to the benefit caps in keeping with the management plan developed in 2016 and similar to the salary structure provided in other districts.

CURRENT CONSIDERATIONS

This agenda item presents for Board consideration the approval of the revised Management, Supervisory, Confidential salary schedule for July 1, 2016 – July 1, 2019.

FINANCIAL IMPLICATIONS

The total fiscal impact of this agreement is approximately \$870,000 in 2017-2018, an additional \$505,000 in 2018-2019 and an additional \$130,000 ongoing thereafter. \$518,000 of this amount is contingent upon the Governor's Budget.

STAFF RECOMMENDATION

It is recommended the Board of Trustees approve the revised Management, Supervisory, Confidential salary schedule for July 1, 2016 – July 1, 2019.

PREPARED BY: Gordon Amerson, Ed.D., Associate Superintendent, Human Resource Services

CLASSIFIED MANAGEMENT COMPENSATION SCHEDULE

CAPISTRANO UNIFIED SCHOOL DISTRICT

San Juan Capistrano, California

7/1/2016 - 6/30/2017

<u>Range</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
22	44,380	46,599	48,929	51,375	53,944	56,641
23	45,489	47,763	50,151	52,659	55,292	58,057
24	46,627	48,958	51,406	53,976	56,675	59,509
25	47,792	50,182	52,691	55,326	58,092	60,997
26	48,988	51,437	54,009	56,709	59,544	62,521
27	50,212	52,723	55,359	58,127	61,033	64,085
28	51,468	54,041	56,743	59,580	62,559	65,687
29	52,755	55,393	58,163	61,071	64,125	67,331
30	54,073	56,777	59,616	62,597	65,727	69,013
31	55,425	58,196	61,106	64,161	67,369	70,737
32	56,810	59,651	62,634	65,766	69,054	72,507
33	58,231	61,143	64,200	67,410	70,781	74,320
34	59,686	62,670	65,804	69,094	72,549	76,176
35	61,178	64,237	67,449	70,821	74,362	78,080
36	62,707	65,842	69,134	72,591	76,221	80,032
37	64,275	67,489	70,863	74,406	78,126	82,032
38	65,881	69,175	72,634	76,266	80,079	84,083
39	67,529	70,905	74,450	78,173	82,082	86,186
40	69,216	72,677	76,311	80,127	84,133	88,340
41	70,947	74,494	78,219	82,130	86,237	90,549
42	72,721	76,357	80,175	84,184	88,393	92,813
43	74,538	78,265	82,178	86,287	90,601	95,131
44	76,402	80,222	84,233	88,445	92,867	97,510
45	78,312	82,228	86,339	90,656	95,189	99,948
46	80,269	84,282	88,496	92,921	97,567	102,445
47	82,276	86,390	90,710	95,246	100,008	105,008
48	84,334	88,551	92,979	97,628	102,509	107,634
49	86,441	90,763	95,301	100,066	105,069	110,322
50	88,602	93,032	97,684	102,568	107,696	113,081
51	90,818	95,359	100,127	105,133	110,390	115,910
52	93,088	97,742	102,629	107,760	113,148	118,805
53	95,415	100,186	105,195	110,455	115,978	121,777
54	97,800	102,690	107,825	113,216	118,877	124,821
55	100,246	105,258	110,521	116,047	121,849	127,941
56	102,752	107,890	113,285	118,949	124,896	131,141
57	105,320	110,586	116,115	121,921	128,017	134,418
58	107,954	113,352	119,020	124,971	131,220	137,781
59	110,652	116,185	121,994	128,094	134,499	141,224
60	113,419	119,090	125,045	131,297	137,862	144,755
61	116,254	122,067	128,170	134,579	141,308	148,373
62	119,160	125,118	131,374	137,943	144,840	152,082
63	122,139	128,246	134,658	141,391	148,461	155,884
64	125,194	131,454	138,027	144,928	152,174	159,783
65	128,324	134,740	141,477	148,551	155,979	163,778
66	131,531	138,108	145,013	152,264	159,877	167,871
67	134,820	141,561	148,639	156,071	163,875	172,069
68	138,191	145,101	152,356	159,974	167,973	176,372
69	141,646	148,728	156,164	163,972	172,171	180,780
70	145,187	152,446	160,068	168,071	176,475	185,299

Longevity Stipends

Added to salary on a cumulative basis, based on continuous years of service with CUSD

	Year 10	Year 15	Year 20	Year 25	Year 30
	2%	0%	2%	0%	2%
Cumulative Total	2%	2%	4%	4%	6%

CAPISTRANO UNIFIED SCHOOL DISTRICT
CLASSIFIED MANAGEMENT POSITION DESIGNATIONS & ASSIGNED RANGES
2016-2017

Range 31

Communications & Public Relations Specialist

Range 36

Supervisor

- ~ Custodial Services
- ~ Early Childhood Programs
- ~ Food Service Chef
- ~ Food Service Operations
- ~ Grounds Operations
- ~ Maintenance Trades
- ~ Purchasing
- ~ Transportation Operations

Range 41

Autism Specialist

Range 44

Manager I

- ~ Custodial Services
- ~ Energy, Safety, and Environment
- ~ Food Service Operations
- ~ Grounds Operations
- ~ Maintenance Trades
- ~ Transportation Operations
- ~ Transportation Operations, Vehicle Maintenance
- ~ Warehouse/Graphic Arts

Range 48

Classified High School Assistant Principal

Range 50

Manager II

- ~ Fiscal Services
- ~ Insurance & Risk Management
- ~ Payroll
- ~ Superintendent's Office
- ~ Systems Integration and Analysis
- ~ Trades
- ~ Technical Services

Range 51

Coordinator

- ~ College and Career Counseling
- ~ Sp Ed Programs
- ~ Sp Ed Technology Support Programs

Range 56

Director I

- ~ Construction
- ~ Information Services
- ~ Maintenance and Operations
- ~ Performing Arts Centers and Facilities

Range 59

Director II

- ~ Assessment, Research, & Accountability
- ~ Early Childhood Programs
- ~ Food & Nutrition Services
- ~ Technical Services
- ~ Transportation

Range 63

Executive Director

- ~ Alternative Dispute Resolution/Compliance
- ~ Construction, Maintenance and Operations
- ~ Contracts and Purchasing
- ~ Fiscal Services

Range 65

Chief

- ~ Communications Officer
- ~ Facilities Officer
- ~ Technology Officer

Range 67

Assistant Superintendent

- ~ Fiscal Services

CERTIFICATED MANAGEMENT COMPENSATION SCHEDULE

CAPISTRANO UNIFIED SCHOOL DISTRICT

San Juan Capistrano, California

7/1/2016 - 6/30/2017

<u>Range</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
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24	46,627	48,958	51,406	53,976	56,675	59,509
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26	48,988	51,437	54,009	56,709	59,544	62,521
27	50,212	52,723	55,359	58,127	61,033	64,085
28	51,468	54,041	56,743	59,580	62,559	65,687
29	52,755	55,393	58,163	61,071	64,125	67,331
30	54,073	56,777	59,616	62,597	65,727	69,013
31	55,425	58,196	61,106	64,161	67,369	70,737
32	56,810	59,651	62,634	65,766	69,054	72,507
33	58,231	61,143	64,200	67,410	70,781	74,320
34	59,686	62,670	65,804	69,094	72,549	76,176
35	61,178	64,237	67,449	70,821	74,362	78,080
36	62,707	65,842	69,134	72,591	76,221	80,032
37	64,275	67,489	70,863	74,406	78,126	82,032
38	65,881	69,175	72,634	76,266	80,079	84,083
39	67,529	70,905	74,450	78,173	82,082	86,186
40	69,216	72,677	76,311	80,127	84,133	88,340
41	70,947	74,494	78,219	82,130	86,237	90,549
42	72,721	76,357	80,175	84,184	88,393	92,813
43	74,538	78,265	82,178	86,287	90,601	95,131
44	76,402	80,222	84,233	88,445	92,867	97,510
45	78,312	82,228	86,339	90,656	95,189	99,948
46	80,269	84,282	88,496	92,921	97,567	102,445
47	82,276	86,390	90,710	95,246	100,008	105,008
48	84,334	88,551	92,979	97,628	102,509	107,634
49	86,441	90,763	95,301	100,066	105,069	110,322
50	88,602	93,032	97,684	102,568	107,696	113,081
51	90,818	95,359	100,127	105,133	110,390	115,910
52	93,088	97,742	102,629	107,760	113,148	118,805
53	95,415	100,186	105,195	110,455	115,978	121,777
54	97,800	102,690	107,825	113,216	118,877	124,821
55	100,246	105,258	110,521	116,047	121,849	127,941
56	102,752	107,890	113,285	118,949	124,896	131,141
57	105,320	110,586	116,115	121,921	128,017	134,418
58	107,954	113,352	119,020	124,971	131,220	137,781
59	110,652	116,185	121,994	128,094	134,499	141,224
60	113,419	119,090	125,045	131,297	137,862	144,755
61	116,254	122,067	128,170	134,579	141,308	148,373
62	119,160	125,118	131,374	137,943	144,840	152,082
63	122,139	128,246	134,658	141,391	148,461	155,884
64	125,194	131,454	138,027	144,928	152,174	159,783
65	128,324	134,740	141,477	148,551	155,979	163,778
66	131,531	138,108	145,013	152,264	159,877	167,871
67	134,820	141,561	148,639	156,071	163,875	172,069
68	138,191	145,101	152,356	159,974	167,973	176,372
69	141,646	148,728	156,164	163,972	172,171	180,780
70	145,187	152,446	160,068	168,071	176,475	185,299

Longevity Stipends

Added to salary on a cumulative basis, based on continuous years of service with CUSD

	Year 10	Year 15	Year 20	Year 25	Year 30
	2%	0%	2%	0%	2%
Cumulative Total	2%	2%	4%	4%	6%

CAPISTRANO UNIFIED SCHOOL DISTRICT
CERTIFICATED MANAGEMENT POSITION DESIGNATIONS & ASSIGNED RANGES
2016-2017

Range 51

Coordinator

- ~ Athletics and Extra-Curricular Programs
- ~ Charter Schools and Strategic Initiatives
- ~ College and Career Counseling
- ~ Credit Recovery
- ~ Educational Technology
- ~ Mental Health Services
- ~ Pupil Welfare
- ~ Sp Ed Infant/Preschool Services
- ~ Sp Ed Technology Support Programs
- ~ Student Success Teams/504
- ~ TK-12 Lang Acquisition Instructional Support
- ~ VAPA

Program Specialist

Range 52

Assistant Principal, Elementary School

Range 53

Assistant Principal, Middle School

Assistant Principal, Secondary School

Range 54

High School Activities Director

Range 56

Director I

- ~Related Services

Range 58

Assistant Principal, High School

Range 59

Director II

- ~ Educational Technology
- ~ Student Achievement, Elementary
- ~ Student Achievement, Secondary
- ~ Student Support Programs TK-12

Principal, Continuation High School

Principal, Elementary School

Range 61

Principal, K-8 School

Principal, Middle School

Range 63

Executive Director

- ~ CTE (Career Technical Education)
- ~ Districtwide Professional Learning
- ~ Human Resource Services/Compliance
- ~ Human Resource Services/Employee Engagement
- ~ Human Resource Services/Investigations
- ~ Integrated Support Services
- ~ Safety and Student Services
- ~ Sp Ed Programs & Instruction
- ~ State & Federal Programs

Range 64

Principal, High School

Principal, High School, Online Academy and Alternative Education Programs

Principal, Transition Programs

Range 67

Assistant Superintendent

- ~ Curriculum and Instruction Preschool - Grade 5
- ~ Curriculum and Instruction Grades 6-12, K-8, Alt Ed
- ~ SELPA, Special Education Services

Range 68

Associate Superintendent

- ~ Human Resource Services
- ~ Student Support Services

Range 70

Associate Superintendent

- ~ Education Services

CONFIDENTIAL COMPENSATION SCHEDULE

CAPISTRANO UNIFIED SCHOOL DISTRICT

San Juan Capistrano, California

7/1/2016 - 6/30/2017

<u>Range</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
11	43,412	45,583	47,862	50,255	52,768	55,406
12	44,497	46,722	49,058	51,511	54,087	56,791
13	45,609	47,889	50,283	52,797	55,437	58,209
14	46,749	49,086	51,540	54,117	56,823	59,664
15	47,918	50,314	52,830	55,472	58,246	61,158
16	49,117	51,573	54,152	56,860	59,703	62,688
17	50,344	52,861	55,504	58,279	61,193	64,253
18	51,603	54,183	56,892	59,737	62,724	65,860
19	52,894	55,539	58,316	61,232	64,294	67,509
20	54,216	56,927	59,773	62,762	65,900	69,195
21	55,570	58,349	61,266	64,329	67,545	70,922
22	56,959	59,807	62,797	65,937	69,234	72,696
23	58,384	61,303	64,368	67,586	70,965	74,513
24	59,844	62,836	65,978	69,277	72,741	76,378
25	61,340	64,407	67,627	71,008	74,558	78,286
26	62,873	66,017	69,318	72,784	76,423	80,244
27	64,446	67,668	71,051	74,604	78,334	82,251
28	66,057	69,360	72,828	76,469	80,292	84,307
29	67,708	71,093	74,648	78,380	82,299	86,414
30	69,400	72,870	76,514	80,340	84,357	88,575

Range 21

Human Resources Specialist

Insurance/Risk Management Specialist

Range 25

Executive Secretary

Range 26

Lead Human Resources Specialist

Range 28

Business Analyst

Executive Secretary, Deputy Superintendent

Range 30

Executive Secretary, Board Operations

Executive Secretary, Superintendent

Longevity Stipends

Added to salary on a cumulative basis, based on continuous years of service with CUSD

	Year 10	Year 15	Year 20	Year 25	Year 30
	2%	0%	2%	0%	2%
Cumulative Total	2%	2%	4%	4%	6%

CERTIFICATED MANAGEMENT COMPENSATION SCHEDULE

CAPISTRANO UNIFIED SCHOOL DISTRICT

San Juan Capistrano, California

7/1/2017 - 6/30/2018

Annual

<u>Range</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
22	44,380	46,599	48,929	51,375	53,944	56,641
23	45,489	47,763	50,151	52,659	55,292	58,057
24	46,627	48,958	51,406	53,976	56,675	59,509
25	47,792	50,182	52,691	55,326	58,092	60,997
26	48,988	51,437	54,009	56,709	59,544	62,521
27	50,212	52,723	55,359	58,127	61,033	64,085
28	51,468	54,041	56,743	59,580	62,559	65,687
29	52,755	55,393	58,163	61,071	64,125	67,331
30	54,073	56,777	59,616	62,597	65,727	69,013
31	55,425	58,196	61,106	64,161	67,369	70,737
32	56,810	59,651	62,634	65,766	69,054	72,507
33	58,231	61,143	64,200	67,410	70,781	74,320
34	59,686	62,670	65,804	69,094	72,549	76,176
35	61,178	64,237	67,449	70,821	74,362	78,080
36	62,707	65,842	69,134	72,591	76,221	80,032
37	64,275	67,489	70,863	74,406	78,126	82,032
38	65,881	69,175	72,634	76,266	80,079	84,083
39	67,529	70,905	74,450	78,173	82,082	86,186
40	69,216	72,677	76,311	80,127	84,133	88,340
41	70,947	74,494	78,219	82,130	86,237	90,549
42	72,721	76,357	80,175	84,184	88,393	92,813
43	74,538	78,265	82,178	86,287	90,601	95,131
44	76,402	80,222	84,233	88,445	92,867	97,510
45	78,312	82,228	86,339	90,656	95,189	99,948
46	80,269	84,282	88,496	92,921	97,567	102,445
47	82,276	86,390	90,710	95,246	100,008	105,008
48	84,334	88,551	92,979	97,628	102,509	107,634
49	86,441	90,763	95,301	100,066	105,069	110,322
50	88,602	93,032	97,684	102,568	107,696	113,081
51	90,818	95,359	100,127	105,133	110,390	115,910
52	93,088	97,742	102,629	107,760	113,148	118,805
53	95,415	100,186	105,195	110,455	115,978	121,777
54	97,800	102,690	107,825	113,216	118,877	124,821
55	100,246	105,258	110,521	116,047	121,849	127,941
56	102,752	107,890	113,285	118,949	124,896	131,141
57	105,320	110,586	116,115	121,921	128,017	134,418
58	107,954	113,352	119,020	124,971	131,220	137,781
59	110,652	116,185	121,994	128,094	134,499	141,224
60	113,419	119,090	125,045	131,297	137,862	144,755
61	116,254	122,067	128,170	134,579	141,308	148,373
62	119,160	125,118	131,374	137,943	144,840	152,082
63	122,139	128,246	134,658	141,391	148,461	155,884
64	125,194	131,454	138,027	144,928	152,174	159,783
65	128,324	134,740	141,477	148,551	155,979	163,778
66	131,531	138,108	145,013	152,264	159,877	167,871
67	134,820	141,561	148,639	156,071	163,875	172,069
68	138,191	145,101	152,356	159,974	167,973	176,372
69	141,646	148,728	156,164	163,972	172,171	180,780
70	145,187	152,446	160,068	168,071	176,475	185,299

Longevity Stipends

Added to salary on a cumulative basis, based on continuous years of service with CUSD

	Year 10	Year 15	Year 20	Year 25	Year 30
	2%	2%	2%	2%	2%
Cumulative Total	2%	4%	6%	8%	10%

EXHIBIT #3

CAPISTRANO UNIFIED SCHOOL DISTRICT
CERTIFICATED MANAGEMENT POSITION DESIGNATIONS & ASSIGNED RANGES
2017 - 2018

Range 51

Coordinator

- ~ Athletics and Extra-Curricular Programs
- ~ Charter Schools and Strategic Initiatives
- ~ College and Career Counseling
- ~ Credit Recovery
- ~ Educational Technology
- ~ Mental Health Services
- ~ Pupil Welfare
- ~ Sp Ed Infant/Preschool Services
- ~ Sp Ed Technology Support Programs
- ~ Student Success Teams/504
- ~ TK-12 Lang Acquisition Instructional Support
- ~ VAPA

Program Specialist

Range 52

Assistant Principal, Elementary School

Range 53

Assistant Principal, Middle School

Assistant Principal, Secondary School

Range 54

High School Activities Director

Range 56

Director I

- ~Related Services

Range 58

Assistant Principal, High School

Range 59

Director II

- ~ Educational Technology
- ~ Student Achievement, Elementary
- ~ Student Achievement, Secondary
- ~ Student Support Programs TK-12

Principal, Continuation High School

Principal, Elementary School

Range 61

Principal, K-8 School

Principal, Middle School

Range 63

Executive Director

- ~ CTE (Career Technical Education)
- ~ Districtwide Professional Learning
- ~ Human Resource Services/Compliance
- ~ Human Resource Services/Employee Engagement
- ~ Human Resource Services/Investigations
- ~ Integrated Support Services
- ~ Safety and Student Services
- ~ Sp Ed Programs & Instruction
- ~ State & Federal Programs

Range 64

Principal, High School

Principal, High School, Online Academy and Alternative Education Programs

Principal, Transition Programs

Range 67

Assistant Superintendent

- ~ Curriculum and Instruction Preschool - Grade 5
- ~ Curriculum and Instruction Grades 6-12, K-8, Alt Ed
- ~ SELPA, Special Education Services

Range 68

Associate Superintendent

- ~ Human Resource Services
- ~ Student Support Services

Range 70

Associate Superintendent

- ~ Education Services

CLASSIFIED MANAGEMENT COMPENSATION SCHEDULE

CAPISTRANO UNIFIED SCHOOL DISTRICT

San Juan Capistrano, California

7/1/2017 - 6/30/2018

Annual

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
22	44,380	46,599	48,929	51,375	53,944	56,641
23	45,489	47,763	50,151	52,659	55,292	58,057
24	46,627	48,958	51,406	53,976	56,675	59,509
25	47,792	50,182	52,691	55,326	58,092	60,997
26	48,988	51,437	54,009	56,709	59,544	62,521
27	50,212	52,723	55,359	58,127	61,033	64,085
28	51,468	54,041	56,743	59,580	62,559	65,687
29	52,755	55,393	58,163	61,071	64,125	67,331
30	54,073	56,777	59,616	62,597	65,727	69,013
31	55,425	58,196	61,106	64,161	67,369	70,737
32	56,810	59,651	62,634	65,766	69,054	72,507
33	58,231	61,143	64,200	67,410	70,781	74,320
34	59,686	62,670	65,804	69,094	72,549	76,176
35	61,178	64,237	67,449	70,821	74,362	78,080
36	62,707	65,842	69,134	72,591	76,221	80,032
37	64,275	67,489	70,863	74,406	78,126	82,032
38	65,881	69,175	72,634	76,266	80,079	84,083
39	67,529	70,905	74,450	78,173	82,082	86,186
40	69,216	72,677	76,311	80,127	84,133	88,340
41	70,947	74,494	78,219	82,130	86,237	90,549
42	72,721	76,357	80,175	84,184	88,393	92,813
43	74,538	78,265	82,178	86,287	90,601	95,131
44	76,402	80,222	84,233	88,445	92,867	97,510
45	78,312	82,228	86,339	90,656	95,189	99,948
46	80,269	84,282	88,496	92,921	97,567	102,445
47	82,276	86,390	90,710	95,246	100,008	105,008
48	84,334	88,551	92,979	97,628	102,509	107,634
49	86,441	90,763	95,301	100,066	105,069	110,322
50	88,602	93,032	97,684	102,568	107,696	113,081
51	90,818	95,359	100,127	105,133	110,390	115,910
52	93,088	97,742	102,629	107,760	113,148	118,805
53	95,415	100,186	105,195	110,455	115,978	121,777
54	97,800	102,690	107,825	113,216	118,877	124,821
55	100,246	105,258	110,521	116,047	121,849	127,941
56	102,752	107,890	113,285	118,949	124,896	131,141
57	105,320	110,586	116,115	121,921	128,017	134,418
58	107,954	113,352	119,020	124,971	131,220	137,781
59	110,652	116,185	121,994	128,094	134,499	141,224
60	113,419	119,090	125,045	131,297	137,862	144,755
61	116,254	122,067	128,170	134,579	141,308	148,373
62	119,160	125,118	131,374	137,943	144,840	152,082
63	122,139	128,246	134,658	141,391	148,461	155,884
64	125,194	131,454	138,027	144,928	152,174	159,783
65	128,324	134,740	141,477	148,551	155,979	163,778
66	131,531	138,108	145,013	152,264	159,877	167,871
67	134,820	141,561	148,639	156,071	163,875	172,069
68	138,191	145,101	152,356	159,974	167,973	176,372
69	141,646	148,728	156,164	163,972	172,171	180,780
70	145,187	152,446	160,068	168,071	176,475	185,299

Longevity Stipends

Added to salary on a cumulative basis, based on continuous years of service with CUSD

	Year 10	Year 15	Year 20	Year 25	Year 30
	2%	2%	2%	2%	2%
Cumulative Total	2%	4%	6%	8%	10%

EXHIBIT #3

CAPISTRANO UNIFIED SCHOOL DISTRICT
CLASSIFIED MANAGEMENT POSITION DESIGNATIONS & ASSIGNED RANGES
2017 - 2018

Range 31

Communications & Public Relations Specialist

Range 36

Supervisor

- ~ Custodial Services
- ~ Early Childhood Programs
- ~ Food Service Chef
- ~ Food Service Operations
- ~ Grounds Operations
- ~ Maintenance Trades
- ~ Purchasing
- ~ Transportation Operations

Range 41

Autism Specialist

Range 44

Manager I

- ~ Custodial Services
- ~ Energy, Safety, and Environment
- ~ Food Service Operations
- ~ Grounds Operations
- ~ Maintenance Trades
- ~ Transportation Operations
- ~ Transportation Operations, Vehicle Maintenance
- ~ Warehouse/Graphic Arts

Range 48

Classified High School Assistant Principal

Range 50

Manager II

- ~ Fiscal Services
- ~ Insurance & Risk Management
- ~ Payroll
- ~ Superintendent's Office
- ~ Systems Integration and Analysis
- ~ Trades
- ~ Technical Services

Range 51

Coordinator

- ~ College and Career Counseling
- ~ Sp Ed Programs
- ~ Sp Ed Technology Support Programs

Range 56

Director I

- ~ Construction
- ~ Information Services
- ~ Maintenance and Operations
- ~ Performing Arts Centers and Facilities

Range 59

Director II

- ~ Assessment, Research, & Accountability
- ~ Early Childhood Programs
- ~ Food & Nutrition Services
- ~ Technical Services
- ~ Transportation

Range 63

Executive Director

- ~ Alternative Dispute Resolution/Compliance
- ~ Construction, Maintenance and Operations
- ~ Contracts and Purchasing
- ~ Fiscal Services

Range 65

Chief

- ~ Communications Officer
- ~ Facilities Officer
- ~ Technology Officer

Range 67

Assistant Superintendent

- ~ Fiscal Services

CONFIDENTIAL COMPENSATION SCHEDULE

CAPISTRANO UNIFIED SCHOOL DISTRICT

San Juan Capistrano, California

7/1/2017 - 6/30/2018

	Annual					
<u>Range</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
11	43,412	45,583	47,862	50,255	52,768	55,406
12	44,497	46,722	49,058	51,511	54,087	56,791
13	45,609	47,889	50,283	52,797	55,437	58,209
14	46,749	49,086	51,540	54,117	56,823	59,664
15	47,918	50,314	52,830	55,472	58,246	61,158
16	49,117	51,573	54,152	56,860	59,703	62,688
17	50,344	52,861	55,504	58,279	61,193	64,253
18	51,603	54,183	56,892	59,737	62,724	65,860
19	52,894	55,539	58,316	61,232	64,294	67,509
20	54,216	56,927	59,773	62,762	65,900	69,195
21	55,570	58,349	61,266	64,329	67,545	70,922
22	56,959	59,807	62,797	65,937	69,234	72,696
23	58,384	61,303	64,368	67,586	70,965	74,513
24	59,844	62,836	65,978	69,277	72,741	76,378
25	61,340	64,407	67,627	71,008	74,558	78,286
26	62,873	66,017	69,318	72,784	76,423	80,244
27	64,446	67,668	71,051	74,604	78,334	82,251
28	66,057	69,360	72,828	76,469	80,292	84,307
29	67,708	71,093	74,648	78,380	82,299	86,414
30	69,400	72,870	76,514	80,340	84,357	88,575

Range 21

Human Resources Specialist

Range 25

Executive Secretary

Range 26

Lead Human Resources Specialist

Range 28

Executive Secretary, Deputy Superintendent

Range 30

Executive Secretary, Board Operations

Executive Secretary, Superintendent

Longevity Stipends

Added to salary on a cumulative basis, based on continuous years of service with CUSD

	<u>Year 10</u>	<u>Year 15</u>	<u>Year 20</u>	<u>Year 25</u>	<u>Year 30</u>
	2%	2%	2%	2%	2%
Cumulative Total	2%	4%	6%	8%	10%

CERTIFICATED MANAGEMENT COMPENSATION SCHEDULE

CAPISTRANO UNIFIED SCHOOL DISTRICT

San Juan Capistrano, California

7/1/2017 - 6/30/2018

Annual

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
22	44,779	47,018	49,369	51,837	54,429	57,150
23	45,898	48,193	50,603	53,133	55,790	58,580
24	47,045	49,397	51,867	54,460	57,183	60,042
25	48,221	50,632	53,164	55,822	58,613	61,544
26	49,427	51,898	54,493	57,218	60,079	63,083
27	50,663	53,196	55,856	58,649	61,581	64,660
28	51,930	54,527	57,253	60,116	63,122	66,278
29	53,228	55,889	58,683	61,617	64,698	67,933
30	54,559	57,287	60,151	63,159	66,317	69,633
31	55,923	58,719	61,655	64,738	67,975	71,374
32	57,321	60,187	63,196	66,356	69,674	73,158
33	58,754	61,692	64,777	68,016	71,417	74,988
34	60,223	63,234	66,396	69,716	73,202	76,862
35	61,729	64,815	68,056	71,459	75,032	78,784
36	63,272	66,436	69,758	73,246	76,908	80,753
37	64,854	68,097	71,502	75,077	78,831	82,773
38	66,475	69,799	73,289	76,953	80,801	84,841
39	68,137	71,544	75,121	78,877	82,821	86,962
40	69,840	73,332	76,999	80,849	84,891	89,136
41	71,586	75,165	78,923	82,869	87,012	91,363
42	73,376	77,045	80,897	84,942	89,189	93,648
43	75,210	78,971	82,920	87,066	91,419	95,990
44	77,090	80,945	84,992	89,242	93,704	98,389
45	79,017	82,968	87,116	91,472	96,046	100,848
46	80,992	85,042	89,294	93,759	98,447	103,369
47	83,017	87,168	91,526	96,102	100,907	105,952
48	85,092	89,347	93,814	98,505	103,430	108,602
49	87,219	91,580	96,159	100,967	106,015	111,316
50	89,399	93,869	98,562	103,490	108,665	114,098
51	91,634	96,216	101,027	106,078	111,382	116,951
52	93,925	98,621	103,552	108,730	114,167	119,875
53	96,273	101,087	106,141	111,448	117,020	122,871
54	98,680	103,614	108,795	114,235	119,947	125,944
55	101,147	106,204	111,514	117,090	122,945	129,092
56	103,676	108,860	114,303	120,018	126,019	132,320
57	106,268	111,581	117,160	123,018	129,169	135,627
58	108,925	114,371	120,090	126,095	132,400	139,020
59	111,648	117,230	123,092	129,247	135,709	142,494
60	114,439	120,161	126,169	132,477	139,101	146,056
61	117,300	123,165	129,323	135,789	142,578	149,707
62	120,233	126,245	132,557	139,185	146,144	153,451
63	123,239	129,401	135,871	142,665	149,798	157,288
64	126,320	132,636	139,268	146,231	153,543	161,220
65	129,478	135,952	142,750	149,888	157,382	165,251
66	132,715	139,351	146,319	153,635	161,317	169,383
67	136,033	142,835	149,977	157,476	165,350	173,618
68	139,434	146,406	153,726	161,412	169,483	177,957
69	142,920	150,066	157,569	165,447	173,719	182,405
70	146,493	153,818	161,509	169,584	178,063	186,966

Longevity Stipends

Added to salary on a cumulative basis, based on continuous years of service with CUSD

	Year 10	Year 15	Year 20	Year 25	Year 30
	2%	2%	2%	2%	2%
Cumulative Total	2%	4%	6%	8%	10%

CAPISTRANO UNIFIED SCHOOL DISTRICT
CERTIFICATED MANAGEMENT POSITION DESIGNATIONS & ASSIGNED RANGES
2017 - 2018

Range 51

Coordinator

- ~ Athletics and Extra-Curricular Programs
- ~ Charter Schools and Strategic Initiatives
- ~ College and Career Counseling
- ~ Credit Recovery
- ~ Educational Technology
- ~ Mental Health Services
- ~ Pupil Welfare
- ~ Sp Ed Infant/Preschool Services
- ~ Sp Ed Technology Support Programs
- ~ Student Success Teams/504
- ~ TK-12 Lang Acquisition Instructional Support
- ~ VAPA

Program Specialist

Range 52

Assistant Principal, Elementary School

Range 53

Assistant Principal, Middle School

Assistant Principal, Secondary School

Range 54

High School Activities Director

Range 56

Director I

- ~Related Services

Range 58

Assistant Principal, High School

Range 59

Director II

- ~ Educational Technology
- ~ Student Achievement, Elementary
- ~ Student Achievement, Secondary
- ~ Student Support Programs TK-12

Principal, Continuation High School

Principal, Elementary School

Range 61

Principal, K-8 School

Principal, Middle School

Range 63

Executive Director

- ~ CTE (Career Technical Education)
- ~ Districtwide Professional Learning
- ~ Human Resource Services/Compliance
- ~ Human Resource Services/Employee Engagement
- ~ Human Resource Services/Investigations
- ~ Integrated Support Services
- ~ Safety and Student Services
- ~ Sp Ed Programs & Instruction
- ~ State & Federal Programs

Range 64

Principal, High School

Principal, High School, Online Academy and Alternative Education Programs

Principal, Transition Programs

Range 67

Assistant Superintendent

- ~ Curriculum and Instruction Preschool - Grade 5
- ~ Curriculum and Instruction Grades 6-12, K-8, Alt Ed
- ~ SELPA, Special Education Services

Range 68

Associate Superintendent

- ~ Human Resource Services
- ~ Student Support Services

Range 70

Associate Superintendent

- ~ Education Services

CLASSIFIED MANAGEMENT COMPENSATION SCHEDULE

CAPISTRANO UNIFIED SCHOOL DISTRICT

San Juan Capistrano, California

7/1/2017 - 6/30/2018

Annual

<u>Range</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
22	44,779	47,018	49,369	51,837	54,429	57,150
23	45,898	48,193	50,603	53,133	55,790	58,580
24	47,045	49,397	51,867	54,460	57,183	60,042
25	48,221	50,632	53,164	55,822	58,613	61,544
26	49,427	51,898	54,493	57,218	60,079	63,083
27	50,663	53,196	55,856	58,649	61,581	64,660
28	51,930	54,527	57,253	60,116	63,122	66,278
29	53,228	55,889	58,683	61,617	64,698	67,933
30	54,559	57,287	60,151	63,159	66,317	69,633
31	55,923	58,719	61,655	64,738	67,975	71,374
32	57,321	60,187	63,196	66,356	69,674	73,158
33	58,754	61,692	64,777	68,016	71,417	74,988
34	60,223	63,234	66,396	69,716	73,202	76,862
35	61,729	64,815	68,056	71,459	75,032	78,784
36	63,272	66,436	69,758	73,246	76,908	80,753
37	64,854	68,097	71,502	75,077	78,831	82,773
38	66,475	69,799	73,289	76,953	80,801	84,841
39	68,137	71,544	75,121	78,877	82,821	86,962
40	69,840	73,332	76,999	80,849	84,891	89,136
41	71,586	75,165	78,923	82,869	87,012	91,363
42	73,376	77,045	80,897	84,942	89,189	93,648
43	75,210	78,971	82,920	87,066	91,419	95,990
44	77,090	80,945	84,992	89,242	93,704	98,389
45	79,017	82,968	87,116	91,472	96,046	100,848
46	80,992	85,042	89,294	93,759	98,447	103,369
47	83,017	87,168	91,526	96,102	100,907	105,952
48	85,092	89,347	93,814	98,505	103,430	108,602
49	87,219	91,580	96,159	100,967	106,015	111,316
50	89,399	93,869	98,562	103,490	108,665	114,098
51	91,634	96,216	101,027	106,078	111,382	116,951
52	93,925	98,621	103,552	108,730	114,167	119,875
53	96,273	101,087	106,141	111,448	117,020	122,871
54	98,680	103,614	108,795	114,235	119,947	125,944
55	101,147	106,204	111,514	117,090	122,945	129,092
56	103,676	108,860	114,303	120,018	126,019	132,320
57	106,268	111,581	117,160	123,018	129,169	135,627
58	108,925	114,371	120,090	126,095	132,400	139,020
59	111,648	117,230	123,092	129,247	135,709	142,494
60	114,439	120,161	126,169	132,477	139,101	146,056
61	117,300	123,165	129,323	135,789	142,578	149,707
62	120,233	126,245	132,557	139,185	146,144	153,451
63	123,239	129,401	135,871	142,665	149,798	157,288
64	126,320	132,636	139,268	146,231	153,543	161,220
65	129,478	135,952	142,750	149,888	157,382	165,251
66	132,715	139,351	146,319	153,635	161,317	169,383
67	136,033	142,835	149,977	157,476	165,350	173,618
68	139,434	146,406	153,726	161,412	169,483	177,957
69	142,920	150,066	157,569	165,447	173,719	182,405
70	146,493	153,818	161,509	169,584	178,063	186,966

Longevity Stipends

Added to salary on a cumulative basis, based on continuous years of service with CUSD

	Year 10	Year 15	Year 20	Year 25	Year 30
	2%	2%	2%	2%	2%
Cumulative Total	2%	4%	6%	8%	10%

CAPISTRANO UNIFIED SCHOOL DISTRICT
CLASSIFIED MANAGEMENT POSITION DESIGNATIONS & ASSIGNED RANGES
2017 - 2018

Range 31

Communications & Public Relations Specialist

Range 36

Supervisor

- ~ Custodial Services
- ~ Early Childhood Programs
- ~ Food Service Chef
- ~ Food Service Operations
- ~ Grounds Operations
- ~ Maintenance Trades
- ~ Purchasing
- ~ Transportation Operations

Range 41

Autism Specialist

Range 44

Manager I

- ~ Custodial Services
- ~ Energy, Safety, and Environment
- ~ Food Service Operations
- ~ Grounds Operations
- ~ Maintenance Trades
- ~ Transportation Operations
- ~ Transportation Operations, Vehicle Maintenance
- ~ Warehouse/Graphic Arts

Range 48

Classified High School Assistant Principal

Range 50

Manager II

- ~ Fiscal Services
- ~ Insurance & Risk Management
- ~ Payroll
- ~ Superintendent's Office
- ~ Systems Integration and Analysis
- ~ Trades
- ~ Technical Services

Range 51

Coordinator

- ~ College and Career Counseling
- ~ Sp Ed Programs
- ~ Sp Ed Technology Support Programs

Range 56

Director I

- ~ Construction
- ~ Information Services
- ~ Maintenance and Operations
- ~ Performing Arts Centers and Facilities

Range 59

Director II

- ~ Assessment, Research, & Accountability
- ~ Early Childhood Programs
- ~ Food & Nutrition Services
- ~ Technical Services
- ~ Transportation

Range 63

Executive Director

- ~ Alternative Dispute Resolution/Compliance
- ~ Construction, Maintenance and Operations
- ~ Contracts and Purchasing
- ~ Fiscal Services

Range 65

Chief

- ~ Communications Officer
- ~ Facilities Officer
- ~ Technology Officer

Range 67

Assistant Superintendent

- ~ Fiscal Services

CONFIDENTIAL COMPENSATION SCHEDULE

CAPISTRANO UNIFIED SCHOOL DISTRICT

San Juan Capistrano, California

7/1/2017 - 6/30/2018

	Annual					
<u>Range</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
11	43,803	45,993	48,293	50,708	53,243	55,905
12	44,898	47,143	49,500	51,975	54,574	57,303
13	46,020	48,321	50,737	53,274	55,938	58,735
14	47,171	49,530	52,007	54,607	57,337	60,204
15	48,350	50,768	53,306	55,971	58,770	61,709
16	49,559	52,037	54,639	57,371	60,240	63,252
17	50,798	53,338	56,005	58,805	61,745	64,832
18	52,068	54,671	57,405	60,275	63,289	66,453
19	53,370	56,039	58,841	61,783	64,872	68,116
20	54,704	57,439	60,311	63,327	66,493	69,818
21	56,072	58,876	61,820	64,911	68,157	71,565
22	57,474	60,348	63,365	66,533	69,860	73,353
23	58,911	61,857	64,950	68,198	71,608	75,188
24	60,384	63,403	66,573	69,902	73,397	77,067
25	61,894	64,989	68,238	71,650	75,233	78,995
26	63,441	66,613	69,944	73,441	77,113	80,969
27	65,027	68,278	71,692	75,277	79,041	82,993
28	66,653	69,986	73,485	77,159	81,017	85,068
29	68,319	71,735	75,322	79,088	83,042	87,194
30	70,027	73,528	77,204	81,064	85,117	89,373

Range 21

Human Resources Specialist

Range 25

Executive Secretary

Range 26

Lead Human Resources Specialist

Range 28

Executive Secretary, Deputy Superintendent

Range 30

Executive Secretary, Board Operations

Executive Secretary, Superintendent

Longevity Stipends

Added to salary on a cumulative basis, based on continuous years of service with CUSD

	<u>Year 10</u>	<u>Year 15</u>	<u>Year 20</u>	<u>Year 25</u>	<u>Year 30</u>
	2%	2%	2%	2%	2%
Cumulative Total	2%	4%	6%	8%	10%

**CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD REPORT**

To: Board of Trustees

From: Susan Holliday, Associate Superintendent, Education Services

Prepared by: Josh Wellikson, Principal, Esencia K-8

Date: February 13, 2018

Board Item: Esencia K-8 Update on Progress and Projections

HISTORY

On November 6, 2013, the Board unanimously adopted Resolution No. 1314-25, which approved the following six agreements with Rancho Mission Viejo Planning Area 2 (RMVPA 2):

- A school site funding agreement (which is commonly referred to as the “Mitigation Agreement”);
- A joint-use agreement for the District and developer to share developer’s multi-purpose building, sports fields, community garden and parking lots and the District’s play fields and parking lots;
- A Deferral, Guaranty and Security Agreement to allow developer to postpone payments for high school facilities until certain conditions are met;
- A memorandum of the school site funding agreement;
- The Option Agreement to purchase the school site; and
- A joint-use option agreement to allow the District to purchase the developer’s shared property upon certain conditions.

On October 25, 2017, the Board established the official boundary for the new school and adjusted any existing boundaries impacted by the new boundary prior to the opening of school in 2018.

BACKGROUND INFORMATION

On October 12, 2016, Josh Wellikson was appointed as the Principal of Esencia K-8. In the Fall of 2017, Mr. Wellikson began holding Community Engagement Meetings and created Social Media accounts for Esencia to keep the community informed on school construction and planning. Mr. Wellikson conducted a Kinder Round Up meeting at Las Flores Elementary School (LFES) on Tuesday, January 30th. Mr. Wellikson will also be collecting registration packets at LFES on Tuesdays and Thursdays through the month of February 2018. Human

Resources Services (HRS) is working through the next steps to open teacher recruitment and hiring for Esencia this Spring.

CURRENT CONSIDERATIONS

Staff is requesting direction from the Board regarding the grade levels to be offered; K-5, K-6, K-7 or K-8 for the 2018-2019 school year. Staff is recommending, based on the current projections, opening K-5 in the fall of 2018. If actual enrollment was greater than 65 students or more per 6, 7 and 8 grade, staff could consider opening one or more of these grade levels. Staff is not recommending opening Esencia for School of Choice (SOC) as there is concern that those students accepted on a SOC application would later need to have their application revoked to allow for the necessary room to accommodate students living in the boundary of Esencia. If the school becomes impacted, per Board Policy 5119, *School of Choice*, School of Residence students have priority enrollment and those students on a SOC application would need to return to their original home school. Only residents of Esencia and Sendero are eligible to attend Esencia at this time. In addition, there are no families living in planning area 3 at this time. An estimated additional 1,300 more homes are yet to be built in the community.

FINANCIAL IMPLICATIONS

None

DATA

The number of students who reside in the approved Esencia Boundary as of January 2018 is:

Geographic Area Projections (residents, sans SDC)

Grade	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
K	48	64	89	106	124	124	124	124	124	151	178
1	36	68	92	109	127	127	127	127	127	154	181
2	37	53	93	109	127	127	127	127	127	154	181
3	26	53	77	110	126	127	127	127	127	152	179
4	32	41	76	92	125	126	127	127	127	151	176
5	31	45	60	88	105	125	126	127	127	146	170
6	22	43	63	71	100	106	127	128	129	148	167
7	26	32	59	72	80	100	106	127	128	145	164
8	18	33	43	66	79	80	100	106	127	139	157
Totals:	276	432	652	823	993	1,042	1,091	1,120	1,143	1,340	1,553

STAFF RECOMMENDATION

It is recommended the Board President recognize Susan Holliday, Associate Superintendent, Education Services, to present this item.

Following discussion, it is recommended the Board of Trustees provide direction for the opening of Esencia K-8 and the grade levels to be offered for the 2018-2019 school year.

PREPARED BY: Josh Wellikson, Principal, Esencia K-8

APPROVED BY: Susan Holliday, Associate Superintendent, Education Services

Welcome to Esencia



February 13, 2018 Board Presentation

4 of 32
EXHIBIT #4

Page 95 of 145

Breaking Ground



Out of the Ground



6 of 32
EXHIBIT #4

...And a little color



Insert Video

PTSA





Action Teams



10 of 32
EXHIBIT #4





Joint-Use MPR



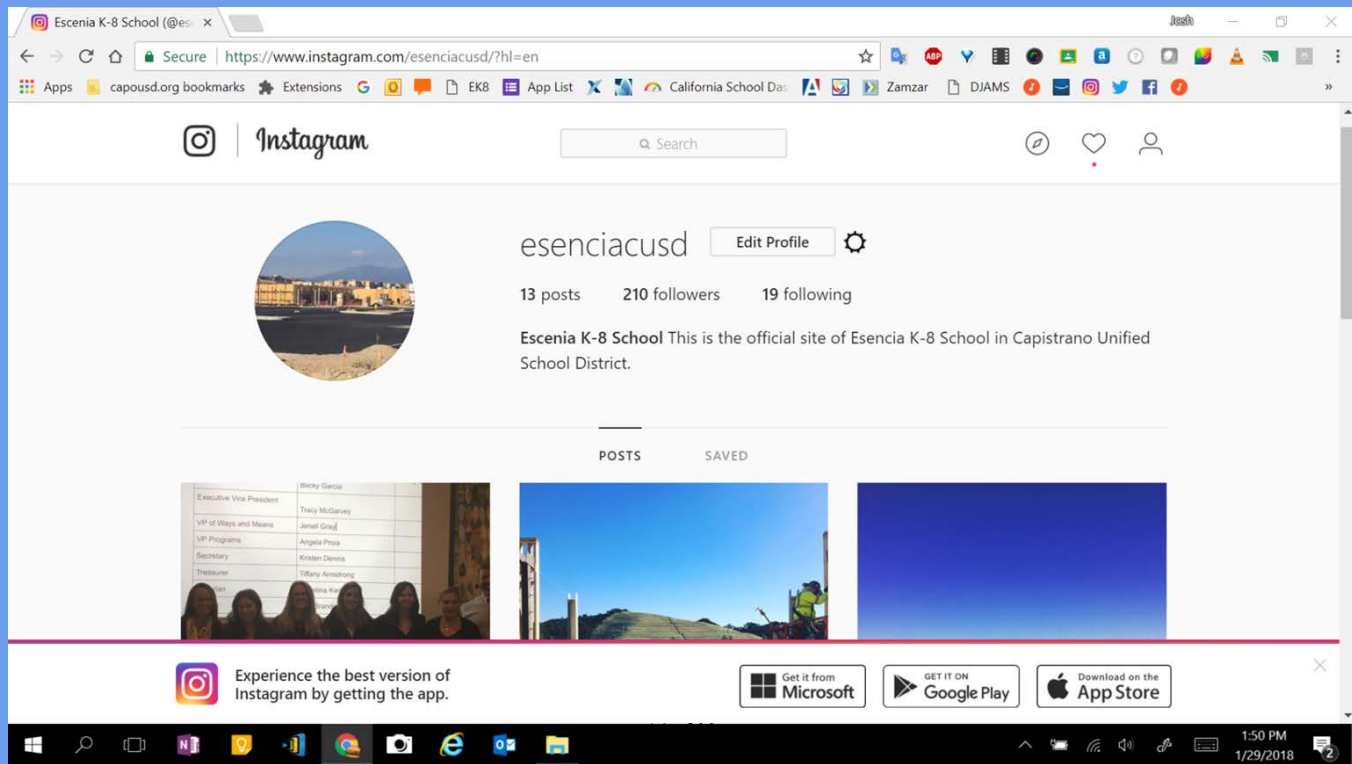
Building a Community

- Sendero Marketplace Shop Owners
- Ranch Life
- RanchTMCC
- The Reserve
- The Community Garden
- The Gaviion Community

Find us on the Web



Find us on Instagram



Find us on Twitter



Find us on Facebook

Facebook page for Esencia K-8 Rancho Mission Viejo (@EsenciaCUSD).

The page shows a post with an aerial view of a school campus and text stating: "For tonight (1/23/18) has been moved from the Esencia CUSD House to THE CANYON HOUSE (75 Esencia Drive, Rancho Mission Viejo, CA 92694). The room may be a little tight, but I know that we will make it work. Please share this info with your neighbors. ... See More".

The page has 133 people reached and 16 of 32 comments.

The page also features a sidebar with "People Also Like" including Sendero Marketplace, RanchLife, and barre3 (Ladera Ranch, CA).

The top navigation bar includes links for Home, Inbox, Appointments, Notifications, Insights, Publishing Tools, Settings, and Help.

The bottom of the page shows the Windows taskbar with various application icons and the system clock displaying 1:50 PM on 1/23/2018.

Get Weekly Updates

Esencia K-8 Principal Message

January 29, 2018 - February 2, 2018

Kinder Round Up: EK8's Kindergarten Roundup for parents/guardians of incoming kindergarten students will be held on **January 30, 2018** at Las Flores Elementary School(25862 Antonio Pkwy) from **10:00 AM - 11:00 AM**. There will a presentation on the Kindergarten program and then a break out to answer any EK8 specific questions. Please mark your calendar! Thank you to Las Flores Elementary School for graciously hosting our Kindergarten Round Up.

Staffing Timeline

- Classified:
 - Office Manager: February
 - Secretary 2: March-April
 - Custodial: March-April
- Certificated:
 - February-March Transfer Window
 - Hired team in March

K-8 School Model

- A neighborhood school
- A school where students progress from kindergarten through eighth grade together
- Strong personal connections to teachers and administrators
- Long term partnership with students and parents
- Elementary School and Middle School experience on one site

Staffing

- Transitional Kindergarten (TK): 30.5 students to 1 teacher
- Kindergarten: 30.5 Students to 1 teacher
- Grades 1-5: 31.5 students to 1 teacher
- Grades 6-8: 32.5 students to 1 teacher

Staffing Considerations

K-5

1 Multiple Subject Teacher

6-8 Grade

- Subject Specific Teachers
- Electives
- PE
- Preparing for High School
- Access to Advanced courses

How is Esencia Funded?

- State of California funded 50%
- Developer Fees
- Mello-Roos Proceeds*

*Mello-Roos funds account for a variety of infrastructure (i.e. Streets, Bridges, Fire, etc)

Why 2018-2019 School Year?

	2014	2015	2016	2017	2018	2019	2020
Ambuehl Actual/Projected Enrollment	398	411	412	406	409	401	410
RMV Actual/Projected Enrollment	35	86	187	351	528	645	804
Total Enrollment	433	497	599	757	937	1046	1214
Ambuehl Capacity	667	667	667	667	667	667	667
Open Seats	234	170	68	-90	-270	-379	-547

Esencia Student Projections

How are Student Numbers Determined?

- District Demographer
- DecisionInsite

Recent developments to determine student generation rates by housing type and home construction timeline.

DecisionInsite Data

Geographic Area Projections (residents, sans SDC)

Grade	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
K	48	64	89	106	124	124	124	124	124	151	178
1	36	68	92	109	127	127	127	127	127	154	181
2	37	53	93	109	127	127	127	127	127	154	181
3	26	53	77	110	126	127	127	127	127	152	179
4	32	41	76	92	125	126	127	127	127	151	176
5	31	45	60	88	105	125	126	127	127	146	170
6	22	43	63	71	100	106	127	128	129	148	167
7	26	32	59	72	80	100	106	127	128	145	164
8	18	33	43	66	79	80	100	106	127	139	157
Totals:	276	432	652	823	993	1,042	1,091	1,120	1,143	1,340	1,553

Esencia K-8

Grade	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	
K	0	0	0	0	64	89	107	124	124	124	124	124	157	190	
1	0	0	0	0	68	92	110	127	127	127	127	127	160	193	
2	0	0	0	0	54	93	110	127	127	127	127	127	160	193	
3	0	0	0	0	53	78	110	126	127	127	127	127	158	191	
4	0	0	0	0	41	76	93	125	126	127	127	127	156	188	
5	0	0	0	0	45	60	88	106	125	126	127	127	151	180	
6	0	0	0	0	0	63	71	100	107	127	128	129	151	175	
7	0	0	0	0	0	0	72	80	100	107	127	128	148	171	
8	0	0	0	0	0	0	0	79	80	100	107	127	142	162	
Subtotals:	0	0	0	0	0	325	551	761	994	1043	1092	1121	1143	1383	1643
Pct Chg:	0%	0%	0%	0%	0%	0%	69.5%	38.1%	30.6%	4.9%	4.7%	2.7%	2%	21%	18.8%
SDC:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Totals:	0	0	0	0	325	551	761	994	1043	1092	1121	1143	1383	1643	1643
Capacity:	0	0	0	0	0	1200	1200	1200	1200	1200	1200	1200	1200	1200	1200
Open Seats:	0	0	0	0	-325	649	439	206	157	108	79	57	-183	-443	-443

Esencia Student Projections

Matriculate up from K-5 to K-8 Projections				
Moderate	Grade	2019	2020	2021
	6	63	71	100
	7		72	80
	8			79
Conservative	Grade	2019	2020	2021
	6	53	59	84
	7		62	66
	8			67

What K-8 Looks Like

- High-achieving intermediate grade students have access to advanced courses
- Middle grade students change classes and take electives
- Middle grade students transition toward independence needed for high school in a supportive environment

Topics to Consider

- Community desire
- Needs of the community
- Needs of our students
- Middle School (MS) student projections
- Thinking beyond 6th Grade
- At this time, are MS students better served at neighboring MS?
- Can we provide appropriate services in 7th/8th grade

Staff Recommendation

<u>Year</u>	<u>Grades</u>
2018-2019	K-5
2019-2020	K-6
2020-2021	K-7
2021-2022	K-8



Excited to Welcome the Esencia Family Fall 2018

32 of 32
EXHIBIT #4

**CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD REPORT**

To: Board of Trustees

From: Clark Hampton, Deputy Superintendent, Business and Support Services

Prepared by: Philippa Townsend, Assistant Superintendent, Fiscal Services

Date: February 13, 2018

Board Item: Business Plan Efficiencies and Declining Enrollment

HISTORY

As the land encompassed by the District was gradually developed and the local population grew, District enrollment also grew over a long period of time culminating in a peak enrollment of over 52,000 students in 2009-2010. Since that time, enrollment has steadily although mildly declined.

BACKGROUND INFORMATION

The decline in student enrollment related to lower birth rates typically shows as a lower cohort size in the early grades even as the upper grades remain large. As each successive cohort reaches graduation, the cohort that replaces it is much smaller which means elementary schools are typically smaller even though some secondary schools may still be crowded.

School district revenue is based upon Average Daily Attendance (ADA) and as enrollment declines, ADA and the revenue it generates also declines. Declining enrollment leads to the need for reductions in staffing and service levels and while some of these reductions are automatic as in the case of teacher staffing, other reductions must be decided strategically based upon the priorities of the District.

CURRENT CONSIDERATIONS

Consideration should be made towards streamlining the way reductions related to enrollment declines are determined. One example is to determine staffing or service levels based upon student enrollment, grade cohort size, or other method which makes the process more automatic and related to student enrollment such that either a decrease or an increase in enrollment could trigger staffing adjustments.

FINANCIAL IMPLICATIONS

Savings from staffing and service adjustments will depend upon action taken in the future to align staffing and service levels to student enrollment.

STAFF RECOMMENDATION

This is an informational item only.

PREPARED BY: Philippa Townsend, Assistant Superintendent, Fiscal Services

APPROVED BY: Clark Hampton, Deputy Superintendent, Business and Support Services



BUSINESS PLAN EFFICIENCIES

Determining Optimal Service Levels in an Environment of
Declining Enrollment

February 13, 2018

Vision

An unwavering commitment to
student success.



Mission

To prepare our students to meet
the challenges of a rapidly
changing world.

Capistrano Unified School District

Board of Trustees Goals

Goal 1

Teaching and Learning

Engage students in meaningful, challenging, and innovative educational experiences to increase post-secondary options for all students.

Goal 2

Communications

Communicate with, and engage students, parents, employees, and community members in Districtwide and community-specific decisions.

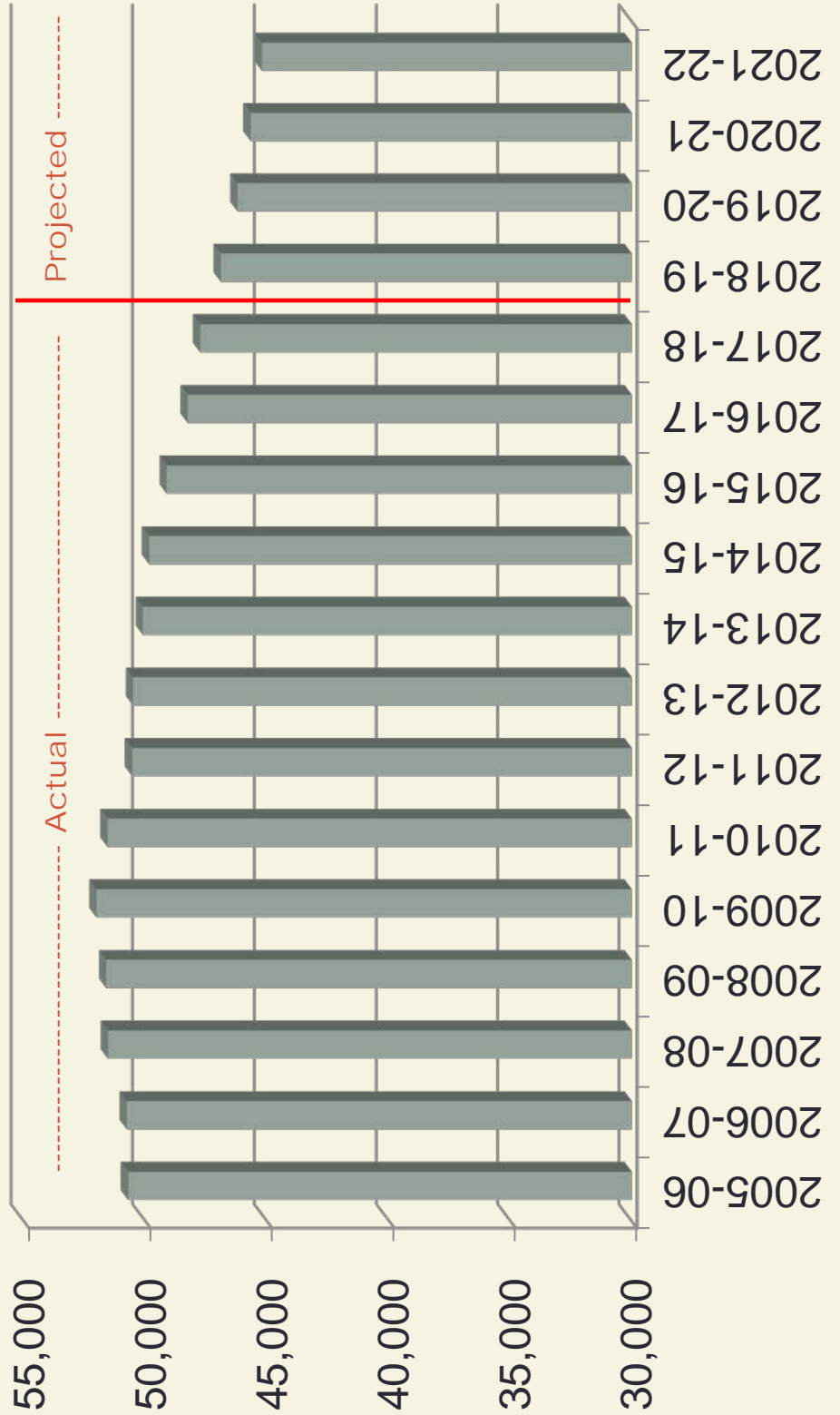
Goal 3

Facilities

Optimize facilities and learning environments for all students.

Enrollment Trend

Student Enrollment



Implications

- As enrollment declines there are automatic reductions to a district budget
 - Staffing formulas ensure teaching positions are reduced commensurate with enrollment automatically
 - Allocation formulas for site funds ensure site allocations are tied to number of students
- However some costs are not tied to enrollment and tend to be more ‘fixed’ and not readily adjusted
 - Support staff are typically managed at the district level
 - Enrollment can vary significantly yet be supported by the same number of support staff
 - Systems and process efficiencies also help minimize support staff fluctuations when enrollment changes
 - Administration levels are not tied to enrollment levels
 - Student services are not typically adjusted based on student enrollment

Automatic reductions

This scenario demonstrates that if only the automatic reductions take place the loss of revenue outpaces the reduction of expenses

Theoretical Enrollment Decline Scenario				
Reduced enrollment	500		Teacher cost	\$100,000
Revenue per student	\$8,800		Staffing level	32:1
Loss of Revenue	(\$4,400,000)		# of fewer teachers	16
			Reduced cost	\$1,600,000
Total Net Loss				
(\$2,800,000)				



Declining enrollment protections

- California protects districts financially from declining enrollment for one year by funding them on prior year Average Daily Attendance (ADA) if they are declining. This can sometimes hinder districts from making reductions because it can delay the need to make tough decisions.
- Declining enrollment that results from charter growth does not have the same declining enrollment protection. The loss of ADA is when a student moves from a district school to a charter school is immediate.

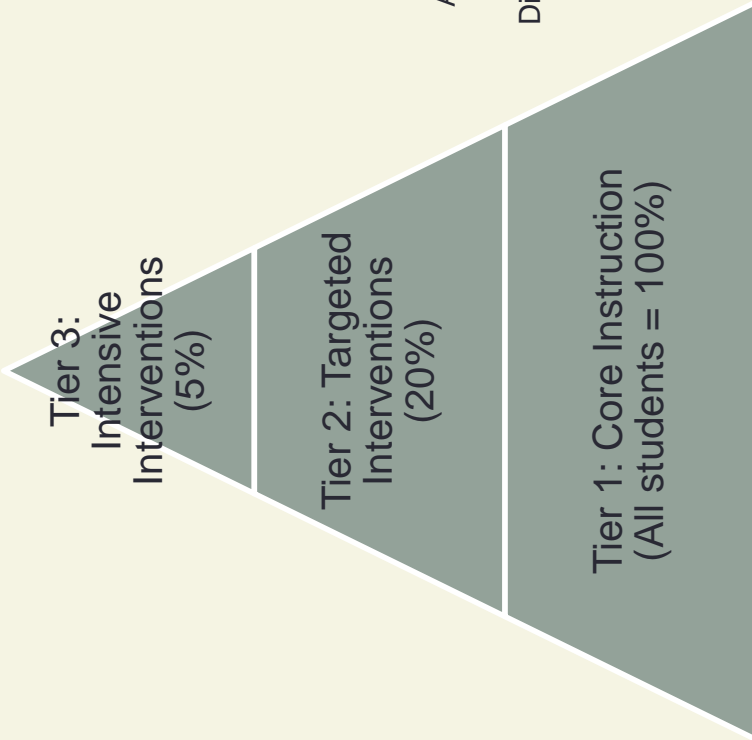
State LCFF Funding Challenges

In addition to declining enrollment, CUSD is one of the lowest funded unified districts in Orange County*

- Second to last in LCFF revenue
- Highest percentage of unrestricted general fund towards teachers
- Second to highest percentage on total teachers and classroom aides
- Lowest percentage of unrestricted general fund spent on administrator salaries
- Second to lowest percentage of unrestricted general fund spent on classified salaries
- Second to lowest percent of unrestricted fund on non-employee expenses

“Student Focused” is our Strategic Focus

Focused on
Student Achievement



Focused on
Operational Efficiency



Framing Our Work

- The Education Services plan is to share the operational efficiencies and program alignment to educate students in CUSD, while meeting the goal to “Engage students in meaningful, challenging, and innovative educational experiences to increase post-secondary options for all students.”
- The plan focuses on 3 areas:
 1. Fulfill compliance and mandatory services,
 2. Strengthen support to sites to create independence and capacity to serve student needs locally,
 3. Maintain curriculum development while reducing district provided just-in-time professional learning services and develop Train the Trainer model with site-based staff.

Framing Our Work

1. Mandated or Compliant Services/Programs

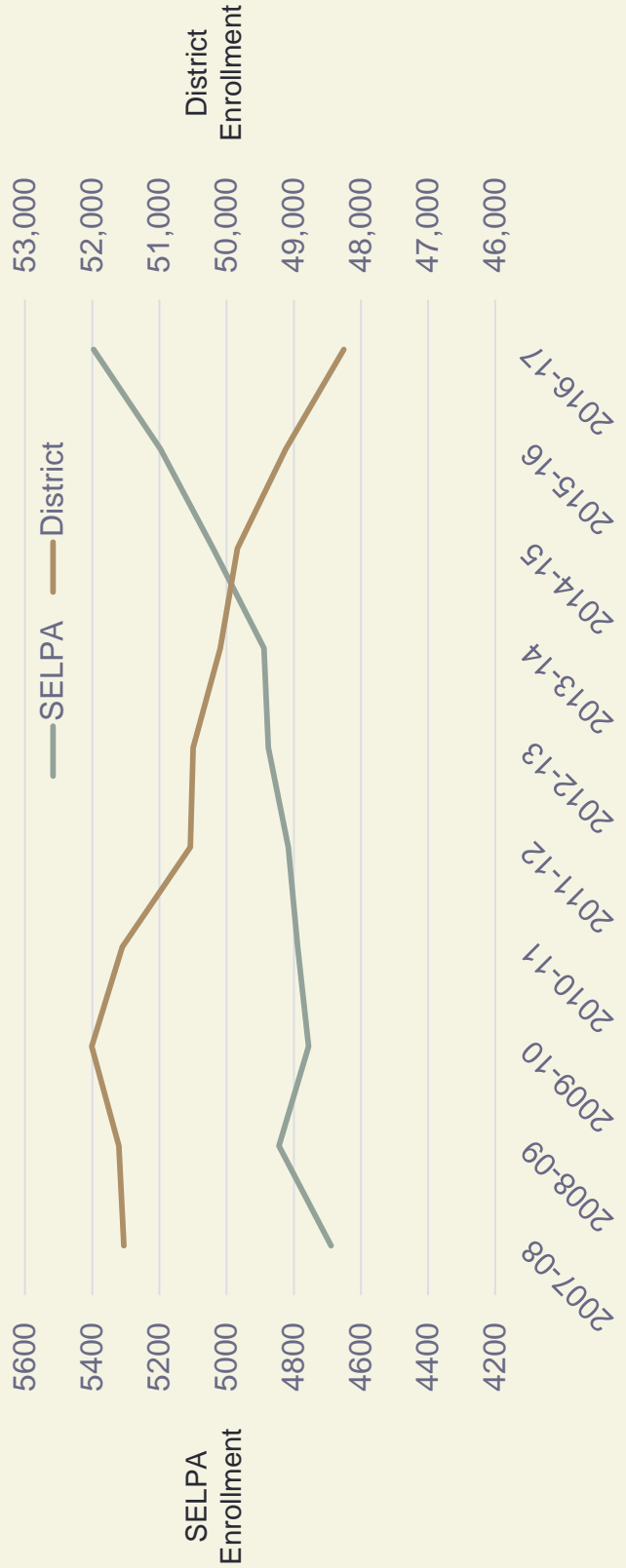
- Title 1 & III / Federal programs; English Learner Services & mandatory translation services; Testing & Assessment (CAASPP, etc); Data reporting (CALPADS, CA State Dashboard, etc); Student Services (Suspensions/Expulsions & Attendance, Student Records, Safety); Homeless & Foster Services; Charter School Oversight; Implementing & Monitoring CCSS (per CA State Dashboard); & Textbook adoptions/compliance with Williams.

2. Maintain and provide training and support for site principals, assistant principals, and counselors to lead/support initiatives such as MTSS, PLCs, GFI, Interventions, Assessments, College/Career Readiness, and extra-curricular/enrichment activities.

3. Continue to develop curriculum and resources to implement the standards (such as NGSS, Math, ELA/ELD) while increasing site capacity to provide professional learning in these areas; as well as provide centralized support for Preschool, TK, CTE/CCA, Principal evaluation, & Chromebook/Educational Technology.

Special Education Implications

- Other issues arise with declining enrollment when it comes to special education
 - Statewide the number of students with disabilities (SWD) is increasing while overall enrollment is decreasing
 - Special education funding is tied to overall enrollment not enrollment of SWD
 - Therefore, when overall enrollment declines but the number of SWD increases there is a compounding effect
- Districts lose both AB602 (special education) revenue and Local Control Funding Formula (LCFF) revenue



Student Support Services (S³) Commitment

- ***S¹upport all students:***
 - Individualized learning
 - Academic, socio-emotional, and behavioral growth
 - Post-secondary options
- ***S²upport all families:***
 - Resources
 - Communication
 - Education
- ***S³upport all schools:***
 - Teachers
 - Administrators
 - Support staff

Student Support Services (S³)

• The overarching goal of S³ Efficiencies Plan is to empower school sites by:

- Successfully accomplishing all Strategic Plan priorities in multi-year plan
- Developing a Multi-tiered system of supports (MTSS) that focuses on site-based academic, socio-emotional, and behavioral supports
- Developing and expanding our internal program offerings to minimize use of contracted providers
- Targeting support and training for site administrators to build capacity of principals and their site-based support teams in both general and special education interventions, requirements, and services
- Ensuring compliance with all state and federal regulations

Student:Employee Ratios

- To minimize misunderstandings that can accompany necessary staffing adjustments, they can be made based on an accepted pre-determined formula or ratio. A student:employee ratio.
 - Makes the decision process known in advance and understood by stakeholders
 - Keeps workload relatively constant
 - Works both in a declining and an increasing enrollment environment
- Prioritize number of different educational offerings and reduce support to minimize program costs as number of students decline.
- Focus on the highest priorities and the ones with the most significant impact on student achievement outcomes.

Human Resource Services

- **Overarching Goals of Human Resource Services (HRS) Efficiencies Plan**
- **Quality Customer Service**
 - Keep the “Human” front and center in Human Resources by serving as an informational hub for all employees
 - Successfully provide school sites and departments with timely information and support of employee and personnel needs
 - Maintain positive working relationships with key internal and external stakeholders
- **Consistent Compliance**
 - Maintain systems and structures related to complying with county, state, and federal laws
 - Continue to monitor and oversee the overall compliance of employees, school sites, and departments with applicable board policy and law
 - Focus support and training for all District administrators to build capacity around employee feedback and performance appraisal



Communications

- Continue to identify resources to support our positive messaging and relationship building activities
- Eight stories will be packaged and pitched to local and national media to share the success of our students and the understanding of our work as a school District in the community
- Partner with local officials and experts to plan and organize two Education/Awareness Townhalls to inform and engage our community on current challenges, issues and trends

Business Support Services

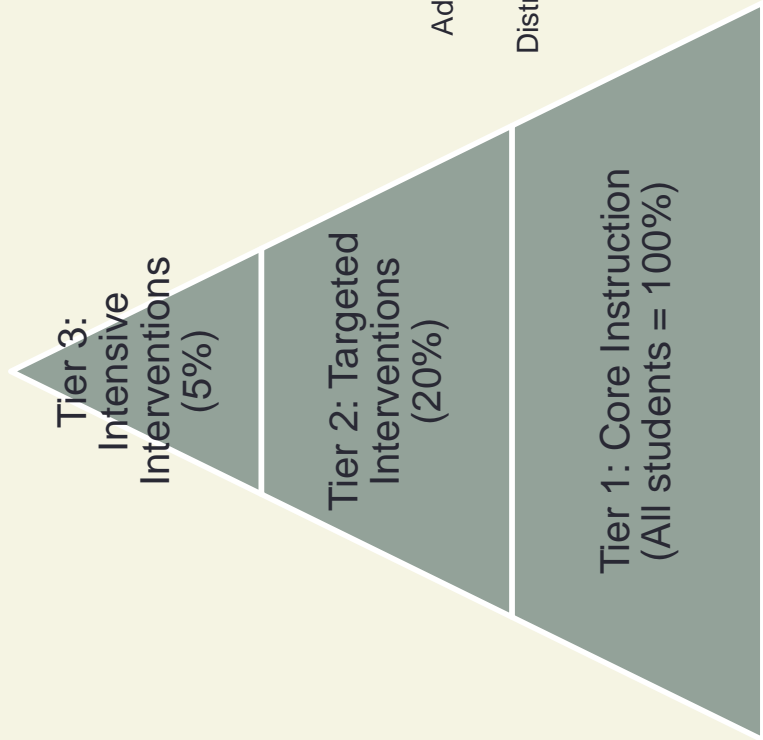
- Automated Systems
 - Paperless and automated Work Order and Facilities Use systems
 - Paperless Purchasing and Payroll systems
 - Remote tech support
 - Remote Energy Management Systems
- Efficiency savings
 - Energy savings from Prop39
 - Solar power systems
 - Behavior modification
- Provide the most cost effective services to support school operations
- Utilize attrition as an opportunity to evaluate and streamline operations

Final considerations

- Become aware of optimal staffing ratios and determine a 'trigger point' such that a gradual reduction of staff or services can take place in a manner that utilizes natural employee attrition
- Calculate non staffing costs per student and reduce proportionately where possible
- Determine true cost of adding a program and only add services when a corresponding expense is eliminated
- Finally, focus on operational efficiency as a way to manage costs as revenue declines and to promote strategic decisions about the value of an expenditure

“Student Focused” is our Strategic Focus

Focused on
Student Achievement



Focused on
Operational Efficiency

