

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

December 19, 2019

Closed Session 6:30 p.m.  
Open Session 7:00 p.m.

**AGENDA**

**CLOSED SESSION AT 6:30 P.M.**

**1. CALL TO ORDER**

**2. CLOSED SESSION COMMENTS**

**3. CLOSED SESSION (as authorized by law)**

**A. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE**

Susan Holliday/Tim Brooks

One Case

*(Pursuant to Government Code § 54957)*

**EXHIBIT A-1**

**B. CONFERENCE WITH LABOR NEGOTIATORS**

District Negotiators: Kirsten M. Vital/Tim Brooks/Clark Hampton/Susan Holliday **EXHIBIT B-1**  
Employee Organizations:

1) Capistrano Unified Education Association (CUEA)

2) California School Employees Association (CSEA)

3) Teamsters

4) Capistrano Unified Management Association (CUMA)

*(Pursuant to Government Code § 54957.6)*

**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 7:00 P.M.**

**CALL TO ORDER – ROLL CALL**

**PLEDGE OF ALLEGIANCE**

**ADOPTION OF THE AGENDA**

**REPORT ON CLOSED SESSION ACTION**

**BOARD AND SUPERINTENDENT COMMENTS**

**ORAL COMMUNICATIONS (Non-Agenda Items)**

Oral Communications will occur immediately following Board and Superintendent Comments. The total time for Oral Communications shall be twenty (20) minutes. Individual presentations are limited to a maximum of three (3) minutes per individual.

## **CONSENT CALENDAR**

All matters listed under the Consent Calendar are considered by the Board to be routine and will be enacted by the Board in one motion in the form listed below. There will be no discussion of these items prior to the time the Board votes on the motion unless members of the Board or staff request specific items to be discussed and/or removed from the Consent Calendar. The Superintendent and the staff recommend approval of all Consent Calendar items.

## **HUMAN RESOURCE SERVICES**

- 1. CONSIDER AND APPROVE JOB DESCRIPTION – STUDENT RECORDS ADMINISTRATOR:** Page 1  
**EXHIBIT 1**

Approval of a new job description for the position of Student Records Administrator. The total estimated fiscal impact of this agreement would range annually from \$52,450 at Step 1 to \$66,942 at Step 6 on Range 28 of the Classified Management Compensation Schedule.

*Contact: Susan Holliday, Associate Superintendent, Education Services*  
*Contact: Tim Brooks, Associate Superintendent, Human Resource Services*
- 2. CONSIDER AND APPROVE JOB DESCRIPTION – FACILITIES SPECIALIST:** Page 5  
**EXHIBIT 2**

Approval of a new job description for the position of Facilities Specialist. The total estimated fiscal impact of this agreement would range annually from \$65,504 at Step 1 to \$83,601 at Step 6 on Range 37 of the Classified Management Compensation Schedule.

*Contact: Tim Brooks, Associate Superintendent, Human Resource Services*
- 3. RECOMMENDATION OF TENTATIVE AGREEMENT WITH CAPISTRANO UNIFIED EDUCATION ASSOCIATION (CUEA), FOR JULY 1, 2019 – JUNE 30, 2022:** Page 9  
**EXHIBIT 3**

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 fiscal impact of this agreement is approximately \$7,929,923 in 2019-2020 and an additional \$1,549,193 in 2020-2021.

*Contact: Tim Brooks, Associate Superintendent, Human Resource Services*
- 4. RECOMMENDATION OF REVISED EMPLOYMENT AGREEMENT WITH CAPISTRANO UNIFIED MANAGEMENT ASSOCIATION, JULY 1, 2019-JUNE 30, 2021:** Page 79  
**EXHIBIT 4**

The purpose of this agenda item is to seek approval of a revised employment agreement between the District and CUMA for salary adjustments for 2019-2020 and 2020-2021 school years. The total estimated fiscal impact of this salary adjustment is approximately \$1,294,800.

*Contact: Tim Brooks, Associate Superintendent, Personnel Services*

## **DISCUSSION/ACTION ITEMS**

- 5. RECOMMENDATION TO APPROVE AMENDMENT NO. 3 TO AMENDED CONTRACT FOR EMPLOYMENT OF DEPUTY SUPERINTENDENT, BUSINESS AND SUPPORT SERVICES, JULY 1, 2019 – JUNE 30, 2023:** DISCUSSION/  
ACTION  
Page 81  
**EXHIBIT 5**

Approval of Amendment No. 3 to Amended Contract for Employment Agreement between the District and the Deputy Superintendent, Business and Support Services.

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

Staff Recommendation

It is recommended the Board of Trustees approve Amendment No. 3 to Amended Contract for Employment Agreement between the District and the Deputy Superintendent, Business and Support Services.

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_

**6. RECOMMENDATION TO APPROVE AMENDMENT NO. 4 TO EMPLOYMENT AGREEMENT BETWEEN THE BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT AND KIRSTEN M. VITAL, SUPERINTENDENT, JULY 1, 2017 – JUNE 30, 2023:**

**DISCUSSION/  
ACTION  
Page 85  
EXHIBIT 6**

Approval of Amendment No. 4 to Employment Agreement between the Board of Trustees of the District and Kirsten M. Vital, Superintendent.

***CUSD WIG 2: Communications – Communicate with, and engage students, parents, employees, and community members in Districtwide and community-specific decisions.  
Contact: Jim Reardon, Board President***

Staff Recommendation

It is recommended the Board of Trustees approve Amendment No. 4 for the Employment Agreement between the District and Kirsten M. Vital, Superintendent.

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_

**ADJOURNMENT**

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_

**THE NEXT REGULAR MEETING OF THE BOARD OF TRUSTEES IS  
WEDNESDAY, JANUARY 15, 2020, 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](http://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: Susan Holliday, Associate Superintendent Education Services  
Prepared by: Mike Beekman, Executive Director, Safety and Student Services

Date: December 19, 2019

Board Item: Student Records Administrator

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**HISTORY**

The District Registrar classified position performs a variety of specialized and complex statistical clerical tasks at the District level. There is only one District Registrar position in the District. The District Registrar's primary functions are to establish and maintain confidential automated and manual student records, and other pupil information. The position is required to perform functions of transcript analysis, reconciliation, correspondence, public contact, reports, and files.

**BACKGROUND INFORMATION**

The current District Registrar is a 12-month position and is placed at Range 29 on the California School Employees Association (CSEA) salary scale. Over the past 6 years, the type and level of work has changed. The volume for legal requests has significantly increased. Since the 2013-2014 school year, legal requests have increased from 174 to 277 and have gotten more complicated. These requests include: confidential record subpoenas, witness subpoenas, custody documents, and records requests. Another complex aspect of this position is to advise schools on custody documents by interpreting the court orders. If there is ambiguity in the documentation legal counsel would be consulted and then the findings would be reported to the site. Other legal issues would include adoption agreements, power of attorney, and caregiver documents.

Requests for all documents have drastically increased from 15 requests in the 2013-2014 school year to 147 in the 2018-2019 school year. Parents in marital /custody disputes typically make these requests. The size of the requests can range from 50 to 150 pages.

Due to the challenges of recruiting a qualified candidate and the changes in work duties, staff has requested to update the position description and compensation. Staff is seeking approval to have the current Classified, District Registrar position replaced by a Management, Student Records Administrator. Staff worked with CSEA president, Ronda Walen, to examine options, such as reclassifying the position and increasing the salary. After reviewing options and examining the need, we mutually agreed to making the position a management position.

### **CURRENT CONSIDERATIONS**

The current District Registrar position will be vacant after December 20, 2019. Staff is requesting the current CSEA, Classified, District Registrar position be replaced by a Capistrano Unified Management Association (CUMA), Management, Student Records Administrator.

### **FINANCIAL IMPLICATIONS**

The total estimated fiscal impact of this agreement would range annually from \$52,450 at Range 28, Step 1 to \$66,942 at Range 28, Step 6 on the Classified Management Compensation Schedule.

### **STAFF RECOMMENDATION**

Approval of the Student Records Administrator position and job description.

**PREPARED BY:** Mike Beekman, Executive Director, Safety and Student Services

**APPROVED BY:** Susan Holliday, Associate Superintendent, Education Services

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

**STUDENT RECORDS ADMINISTRATOR**

**DEFINITION**

Under direction, of the Executive Director, Safety and Student Services, the Student Records Administrator supports the education programs of the District by administering, organizing and overseeing the day-to-day operations of the Student Records Office ensuring compliance to pertinent State and local codes, rules and regulations.

**EXAMPLES OF DUTIES**

*The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to this classification.*

1. Organize and expedite the work flow of the student records department, offering instruction and guidance to classified staff.
2. Establish and maintain student records ensuring availability to authorized entities including students, parents, State and Federal agencies, legal offices, school districts, colleges and university admissions offices in accordance with established rules and regulations.
3. Comply with court ordered subpoenas for a student records and employee appearances within legal timelines and in accordance with applicable laws and codes.
4. Provide assistance to District staff regarding a variety of legal matters included but not limited to subpoenas and custody orders.
5. Assist with preparing the annual preliminary budget for the department; control and authorize expenditures in accordance with established limitations.
6. Perform general accounts receivable functions in accordance with District policy and procedures.
7. Establish and maintain District archives regarding student records.
8. Initiate destruction of student records in accordance with established procedures and guidelines.
9. Provide training and guidance to school and clerical support staff regarding the establishment and maintenance of student records.
10. Communicate with District staff and various outside agencies to exchange information and resolve issues or concerns.
11. Monitor inventory levels of supplies and equipment, ordering replacements through pre-determined District authorized vendor.
12. Prepare and maintain a variety of records, files, and reports related to assigned activities and office performance.
13. Instruct and guide classified staff with daily duties and activities.
14. Evaluate and counsel members of classified staff to improve employee performance ensuring staff adhere to District, state, and federal educational and professional standards.
15. Participate in personnel management systems, including the recruitment, selection, retention, and separation of personnel.
16. Attend professional learning and conference opportunities regarding District business and other topics relevant to this position, and other professional meetings.

## STUDENT RECORDS ADMINISTRATOR

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### **QUALIFICATIONS**

**Knowledge of:** Applicable sections of State Education Code and other applicable laws and collective bargaining agreements; practices and procedures of efficient organization and leadership; practices, procedures, techniques, and strategies for determining operational effectiveness; principles and practices of supervision and training; result and performance evaluation techniques pertaining to program and personnel performance effectiveness; human relations, conflict resolution strategies and team building principles and techniques; record-keeping and report preparation techniques; effective oral and written communication skills; methods, practices of financial record keeping including basic arithmetic; procedures, methods, practices and legal requirements of student record retention and destruction.

**Ability to:** Lead and direct the functions and activities of a Student Records Department for a large school district; demonstrate effective, organizational, and administrative leadership; read, interpret, apply, and explain rules, regulations, policies, and procedures; oversee, evaluate and discipline subordinates; establish and maintain professional relationships with colleagues and staff; analyze and evaluate data for specific use; demonstrate organizational, time management, analytical and problem solving skills; communicate effectively both orally and in writing using tact and diplomacy; train and instruct others in performance of their duties; understand and carry out oral and written instructions; use interpersonal skills with tact, patience and courtesy; maintain confidentiality; prioritize workload and conflicting demands; establish and maintain records; compile and verify data and prepare reports; comply with the District's customer service standards, as outlined in Board Policy.

**Education:** Graduation from high school or equivalent.

**Experience:** Three years of clerical experience including six months of experience working at a school maintaining student records. One year of lead or supervisory experience preferred.



**CAPISTRANO UNIFIED SCHOOL DISTRICT  
BOARD REPORT**

To: Board of Trustees

From: Tim Brooks, Associate Superintendent, Human Resource Services

Date: December 19, 2019

Board Item: Consider and Approve Job Description – Facilities Specialist

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**HISTORY**

With the recent elimination of the Executive Director, Construction/Maintenance and Operations position, a secretarial position remained which supported the Executive Director position.

**BACKGROUND INFORMATION**

The existing structure of the Facilities department (including the remaining secretary who supported the Executive Director) is:

- One Senior Staff Secretary, Facilities Planning
- One Senior Staff Secretary, Construction
- One Facilities Planning Technician, Facilities Planning
- One Account Clerk III, Construction

**CURRENT CONSIDERATIONS**

The Facilities department restructure will allow for the secretarial position that no longer has an Executive Director to support be eliminated. Then the position will be upgraded to a classified CUMA position of Facilities Specialist. This restructure would aid with department planning and workflows already in progress. The Facilities Specialist position would better align with the work needed in the department. The recommended Department structure is as follows:

- One Facilities Specialist, Facilities Planning/Construction
- One Senior Staff Secretary, Facilities Planning/Construction
- One Facilities Planning Technician, Facilities Planning/Construction
- One Account Clerk III, Facilities Planning/Construction

**FINANCIAL IMPLICATIONS**

Facilities Specialist will be placed on the Classified Management Salary Schedule, Range 37. This will be a total additional cost of \$3,300 based on an average step placement. The total estimated fiscal impact of this agreement would range annually from \$65,504 at Step 1 to \$83,601 at Step 6 on the Classified Management Compensation schedule. The salary would be

multi-funded between the Facilities department general fund, developer fees and Mello Roos. It will be cost neutral to the general fund.

**STAFF RECOMMENDATION**

It is recommended the Board of Trustees approve the position of Facilities Specialist.

**PREPARED BY:** Tim Brooks, Associate Superintendent, Human Resource Services

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

**FACILITIES SPECIALIST**

**DEFINITION**

Under direction of the Chief Facilities Officer, the Facilities Specialist supports the educational programs of the District by performing analytical, technical and clerical tasks in support of the District's Facilities Planning and Maintenance Operations Department, and serves as a knowledgeable representative for the District.

**EXAMPLES OF DUTIES**

*The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to this classification.*

1. Perform a wide variety of complex, technical, clerical and supervisory duties to assist the Chief Facilities Officer.
2. Direct, train, plan, organize, assign, and supervise, functions and activities of all Facilities support staff, and provide evaluation.
3. Ability to provide leadership and effectively and efficiently plan, organize and supervise the functions and activities of the Facilities Planning Department.
4. Oversee and participate in the development of projects related to facility master planning.
5. Assist with the analysis, research, on all master planned projects and facility improvements/modernization.
6. Manage, research and store all compiled data for facility master plan.
7. Work closely with staff, and administrators on the review, prioritization and implementation of Facility Master Plan; insure that project design and construction meet the needs and expectations of the educational programs and services.
8. May assist in the preparation of updates to the Facility Master Plan and District Standards.
9. Coordinate and manage project programming, timelines, and development of multiple Bond projects.
10. Prepare board items as it relates to the Bond program services.
11. Effectively monitor budget and report out on the progress of all projects.
12. Manage and coordinate all project activities, enforce contract document compliance, budgets and all project related documentation.
13. Coordinate and schedule meetings with district staff, architects, and consultants as it relates to Bond programs.
14. Coordinate and schedule department staff meetings
15. Develop and maintain information on Facilities Planning department websites.
16. Assist in the development and composition of internal communication updates, and newsletters for District staff.
17. Assist in the preparation of reports, and audiovisual presentations of external communication for use by the Chief Facilities Officer at various stakeholder meetings.
18. Manage and coordinate monthly advisory committee meetings, prepare communication, and scheduling.
19. Establish and maintain effective working relationships with architects, consultants, stakeholders, and personnel from other agencies and organizations, for the purpose of creating good public relations for the District, and to assist the Chief Facilities Officer.
20. Maintain files on projects, and maintain databases for using a variety of software applications. Obtain and provide information in response to requests from Cabinet, staff, and stakeholders.

## FACILITIES SPECIALIST

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**QUALIFICATIONS**

**Knowledge of:** Primary operations of school district support services; principles, practices, and methodologies of Cabinet-level administrator's office; general office equipment, including windows based PC and related software; legal mandates, policies, regulations, and procedures which govern the administrator's area of responsibility; correct English usage, spelling, grammar, and punctuation; efficient in collecting and processing data; principles of supervision; effectively communicating and maintaining a professional environment.

Coordinate, organize, and monitor the overall functions of the administrator's office; maintain accurate and confidential records relating to administrator's area of responsibility; interpret and apply District and divisional policies with sound judgment; efficiently perform responsible secretarial and administrative functions and activities; analyze situations and make decisions based on procedures without immediate supervision; interpret and follow through on oral and written instructions; compose correspondence independently; communicate effectively at all levels; work autonomously in a changing environment; develop and maintain collaborative relationships with staff members, union representatives, and members of the community; maintain a professional and calm demeanor; comply with the District's customer service standards, as outlined in Board Policy.

**Ability to:** Perform highly responsible and technical duties involving the use of independent judgment and personal initiative; maintain accurate and confidential records relating to area of responsibility; read, interpret, and apply regulations, policies, and procedures; analyze situations and make decisions based on procedures without immediate supervision; understand and carry out oral and written instructions; use interpersonal skills with tact, patience and courtesy; maintain confidentiality; prioritize workload and conflicting demands; demonstrate organizational, time management, analytical and problem solving skills; communicate effectively both orally and in writing using tact and diplomacy; establish and maintain professional relationships with management level staff, colleagues, subordinates and related outside agencies; use Adobe Acrobat, Microsoft Word, Excel, and PowerPoint; comply with the District's customer service standards, as outlined in Board Policy.

**Education:** Graduation from high school or equivalent. Four years of college level coursework in a related field desired. Education can be substituted for experience on a year for year basis.

**Experience:** Four years of broad and increasingly responsible secretarial experience including leadership or project management oversight. Experience in an educational organization preferred.

**CAPISTRANO UNIFIED SCHOOL DISTRICT  
BOARD REPORT**

To: Board of Trustees

From: Tim Brooks, Associate Superintendent, Human Resource Services

Date: December 18, 2019

Board Item: Recommendation of Tentative Agreement with Capistrano Unified Education Association (CUEA), for July 1, 2019 – June 30, 2022

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**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 representation?.

**CURRENT CONSIDERATIONS**

This agenda item presents for Board consideration the approval of the Tentative Agreement with Capistrano Unified Education Association (CUEA), for July 1, 2019 – June 30, 2022 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 \$7,929,923 in 2019-2020 and an additional \$1,549,193 in 2020-2021.

**STAFF RECOMMENDATION**

It is recommended the Board of Trustees approve the Tentative Agreement with Capistrano Unified Education Association (CUEA), for July 1, 2019 – June 30, 2022.

**PREPARED BY:** Tim Brooks, Associate Superintendent, Human Resource Services

**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, 2019 and ending: June 30, 2022  
(date) (date)

The Governing Board will act upon this agreement on: December 19, 2019  
(date)

**A. Proposed Change in Compensation**

Compensation		Annual Cost Prior to Proposed Agreement  FY 2019-20	Fiscal Impact of Proposed Agreement		
			Year 1 Increase/(Decrease) FY 2019-20	Year 2 Increase/(Decrease) FY 2020-21	Year 3 Increase/(Decrease) FY 2021-22
1	<b>Salary Schedule</b> 3% starting 7/1/2019	\$ 185,026,242 above amt. includes other compensation	\$ 5,635,317	\$ -	
			3.00%	0.00%	0.00%
2	<b>Step and Column</b>	\$ 2,817,659		\$ -	
			0.00%	0.00%	0.00%
3	<b>Other Compensation -</b> As detailed in attached tentative agreement		\$ 657,454	\$ 1,051,926	
			0.35%	0.56%	0.00%
4	<b>Statutory Benefits -</b> STRS, PERS, FICA, WC, UI, Medicare etc.	\$ 40,856,100	\$ 1,368,679	\$ 228,794	
			3.35%	0.56%	0.00%
5	<b>Health/Welfare Plans</b>	\$ 27,260,010	\$ 268,473	\$ 268,473	\$ -
			0.12%	0.12%	0.00%
6	<b>Total Compensation -</b> Increase (Decrease) (Total Lines 1-5)	\$ 255,960,010	\$ 7,929,923	\$ 1,549,193	\$ -
7	<b>Total Number of Represented Employees</b> (Use FTEs if appropriate)	2,128.70	0	0	0
8	<b>Total Compensation <u>Average</u> Cost per Employee</b>	\$ 120,242	\$ -	\$ -	\$ -
			3.47	0.68	0.00

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 2019 increase salary schedule by 3%. An additional 1.15% in other compensation items starting 7/1/20.

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

No

11. Please include comments and explanations as necessary.

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

If yes, please describe the cap amount.

Effective 1/1/2020

Employee only \$6,740

Employee plus one \$13,835

Employee plus two or more \$19,608

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

Additional class size maximum language has been added to the contract and any related compensation increase is included in the cost of the agreement. See the attached tentative agreement for details.

- 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 2020-21 LCFF gradespans being funded at more than K-3 \$8,503; 4-6 \$7,818; 7-8 \$8,050; and 9-12 \$9,572 there will be a reopener in 2020-21 on salary and health and welfare benefits only. There will also be a reopener in 21-22 on salary and health and welfare benefits only.

- 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.

Yes. Reductions will likely be necessary in future years based upon current projections.

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

**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)?

The ongoing costs can be covered by current revenue and current reserves however some reductions may be necessary in future years.

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.)

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

### General Fund

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

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement First Interim	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
<b>REVENUES</b>				
LCFF Sources (8010-8099)	\$ 417,942,193	\$ -		\$ 417,942,193
Remaining Revenues (8100-8799)	\$ 96,255,465	\$ -		\$ 96,255,465
<b>TOTAL REVENUES</b>	\$ 514,197,658	\$ -	\$ -	\$ 514,197,658
<b>EXPENDITURES</b>				
Certificated Salaries (1000-1999)	\$ 220,968,335	\$ 6,292,771	\$ -	\$ 227,261,106
Classified Salaries (2000-2999)	\$ 75,144,972	\$ -	\$ -	\$ 75,144,972
Employee Benefits (3000-3999)	\$ 139,947,188	\$ 1,637,152	\$ -	\$ 141,584,340
Books and Supplies (4000-4999)	\$ 37,205,089	\$ -		\$ 37,205,089
Services, Other Operating Expenses (5000-5999)	\$ 45,997,648	\$ -		\$ 45,997,648
Capital Outlay (6000-6599)	\$ 4,751,193	\$ -		\$ 4,751,193
Other Outgo (7100-7299) (7400-7499)	\$ 14,198,924	\$ -		\$ 14,198,924
Direct Support/Indirect Cost (7300-7399)	\$ (601,586)	\$ -		\$ (601,586)
Other Adjustments				
<b>TOTAL EXPENDITURES</b>	\$ 537,611,763	\$ 7,929,923	\$ -	\$ 545,541,686
<b>OPERATING SURPLUS (DEFICIT)</b>	\$ (23,414,105)	\$ (7,929,923)	\$ -	\$ (31,344,028)
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ -	\$ -	\$ -	\$ -
TRANSFERS OUT & OTHER USES (7610-7699)	\$ -	\$ -	\$ -	\$ -
CONTRIBUTIONS (8980-8999)	\$ -	\$ -		\$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (23,414,105)	\$ (7,929,923)	\$ -	\$ (31,344,028)
<b>BEGINNING BALANCE</b>	\$ 88,244,732			\$ 88,244,732
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
<b>CURRENT-YEAR ENDING BALANCE</b>	\$ 64,830,627	\$ (7,929,923)	\$ -	\$ 56,900,704
<b>COMPONENTS OF ENDING BALANCE:</b>				
Nonspendable Reserves (9711-9719)	\$ 325,000	\$ -	\$ -	\$ 325,000
Restricted Reserves (9740)	\$ 2,247,841	\$ -	\$ -	\$ 2,247,841
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ 4,680,384	\$ -	\$ -	\$ 4,680,384
Reserve for Economic Uncertainties (9789)	\$ 18,200,000	\$ -		\$ 18,200,000
Unassigned/Unappropriated (9790)	\$ 39,377,402	\$ (7,929,923)	\$ -	\$ 31,447,479

\* Please see question on page 7.

## I. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Enter Bargaining Unit: <b>Capistrano Unified Education Association (CUEA)</b>			
	<b>2019-20</b>	<b>2020-21</b>	<b>2021-22</b>
	Total Current Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
<b>REVENUES</b>			
Revenue Limit Sources (8010-8099)	\$ 417,942,193	\$ 425,326,014	\$ 431,401,742
Remaining Revenues (8100-8799)	\$ 96,255,465	\$ 92,818,916	\$ 93,521,600
<b>TOTAL REVENUES</b>	\$ 514,197,658	\$ 518,144,930	\$ 524,923,342
<b>EXPENDITURES</b>			
Certificated Salaries (1000-1999)	\$ 227,261,106	\$ 228,078,924	\$ 229,600,107
Classified Salaries (2000-2999)	\$ 75,144,972	\$ 76,449,986	\$ 77,978,986
Employee Benefits (3000-3999)	\$ 141,584,340	\$ 147,355,808	\$ 148,838,427
Books and Supplies (4000-4999)	\$ 37,205,089	\$ 18,823,159	\$ 12,892,686
Services, Other Operating Expenses (5000-5999)	\$ 45,997,648	\$ 43,098,647	\$ 44,074,337
Capital Outlay (6000-6999)	\$ 4,751,193	\$ 1,501,193	\$ 1,501,193
Other Outgo (7100-7299) (7400-7499)	\$ 14,198,924	\$ 14,514,488	\$ 14,823,439
Direct Support/Indirect Cost (7300-7399)	\$ (601,586)	\$ (601,587)	\$ (601,585)
Other Adjustments		\$ -	\$ -
<b>TOTAL EXPENDITURES</b>	\$ 545,541,686	\$ 529,220,618	\$ 529,107,590
OPERATING SURPLUS (DEFICIT)	\$ (31,344,028)	\$ (11,075,688)	\$ (4,184,248)
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ -	\$ -	\$ -
TRANSFERS OUT & OTHER USES (7610-7699)	\$ -	\$ -	\$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (31,344,028)	\$ (11,075,688)	\$ (4,184,248)
BEGINNING BALANCE	\$ 88,244,732	\$ 56,900,704	\$ 45,825,016
CURRENT-YEAR ENDING BALANCE	\$ 56,900,704	\$ 45,825,016	\$ 41,640,768
<b>COMPONENTS OF ENDING BALANCE:</b>			
Nonspendable Reserves (9711-9719)	\$ 325,000	\$ 325,000	\$ 325,000
Restricted Reserves (9740)	\$ 2,247,841	\$ 19,980	\$ 19,980
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ 4,680,384	\$ 580,919	\$ 566,396
Reserve for Economic Uncertainties (9789)	\$ 18,200,000	\$ 18,200,000	\$ 18,200,000
Unassigned/Unappropriated (9790)	\$ 31,447,479	\$ 26,699,117	\$ 22,529,392

**J. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES**

## 1. State Reserve Standard

		2019-20	2020-21	2021-22
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 545,541,686	\$ 529,220,618	\$ 529,107,590
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	\$ 10,910,834	\$ 10,584,412	\$ 10,582,152

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

a.	General Fund Budgeted Unrestricted Reserve for Economic Uncertainties (9789)	\$ 18,200,000	\$ 18,200,000	\$ 18,200,000
b.	General Fund Budgeted Unrestricted Unassigned/Unappropriated Amount (9790)	\$ 31,447,479	\$ 26,699,117	\$ 22,529,392
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	\$ 49,647,479	\$ 44,899,117	\$ 40,729,392
h.	Reserve for Economic Uncertainties Percentage	9.10%	8.48%	7.70%

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

2019-20

Yes

☒

No

☐

2020-21

Yes

☒

No

☐

2021-22

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:

The rest of the compensation increase will be implemented in 2020-21 and is incorporated into the multi year projection in that year.

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 Capistrano Unified Education Association , during the term of the agreement from July 01, 2019 to June 30, 2022

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

<b>Budget Adjustment Categories:</b>	<b>Budget Adjustment Increase (Decrease)</b>
Revenues/Other Financing Sources	0
Expenditures/Other Financing Uses	9,479,116.01
Ending Balance Increase (Decrease)	(9,479,116.01)

(No budget revisions necessary - included in revised budget)

<hr/>	<hr/>
<b>District Superintendent</b>	<b>19-Dec-19</b>
<b>(Signature)</b>	<b>Date</b>
 <hr/>	 <hr/>
<b>Chief Business Officer</b>	<b>19-Dec-19</b>
<b>(Signature)</b>	<b>Date</b>

## L. CERTIFICATION NO. 2

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

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

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

\_\_\_\_\_  
19-Dec-19

**Date**

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

\_\_\_\_\_  
19-Dec-19

**Date**

\_\_\_\_\_  
Philippa Townsend, Assistant Superintendent, Fiscal Services  
**Contact Person**


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

## Tentative Agreement Between Capistrano Unified School District and Capistrano Education Association

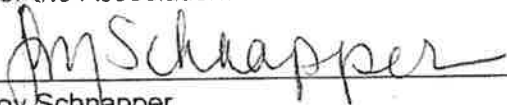
Below is a summary of tentative agreements between CUEA and CUSD. Attached are the tentative agreements (TA). Upon ratification by the District and Association, the negotiated contract provisions will be effective July 1, 2019, with the exceptions noted below, which shall become effective July 1, 2020:

- Additional assignment rates for instruction, \$50 per hour, as referenced in the bargaining agreement
  - Reinstatement of co-curricular assignments from Group VI
  - Article 8.5.1 staffing and 8.5.2 payment for class size overages in Physical Education, grades 6-12
  - Article 14.14.3 – all eligible bonuses in accordance with the co-curricular activity schedule and all eligible STRS contributions
  - Upon ratification, staffing ratio will be implemented for Nurses in Article 8.7
- 
- Article 1: Tentative Agreement
  - Article 4: Tentative Agreement
  - Article 5: Tentative Agreement
  - Article 6: Tentative Agreement
  - Article 7: Withdrawn
  - Article 8: Tentative Agreement
  - Article 9: Tentative Agreement
  - Article 11: Tentative Agreement
  - Article 13: Tentative Agreement
  - Article 14: Tentative Agreement
  - Article 16: Status Quo
  - Article 20: Withdrawn
  - Article 23: Tentative Agreement
  - Reinstatement of Group VI Co-curricular assignments
  - MOU Unit Member Child/Children Enrollment Proposal

For the District:

  
\_\_\_\_\_  
Tim Brooks  
Associate Superintendent, Human Resource Services

For the Association:

  
\_\_\_\_\_  
Joy Schnapper  
President, Capistrano Unified Education Association



CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

MEMORANDUM OF UNDERSTANDING (2018-2019)

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 2018-2019 school year:

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, 2019.

APPROVED:

  
\_\_\_\_\_  
Capistrano Unified School District

5/18/18  
\_\_\_\_\_  
Date

APPROVED:

  
\_\_\_\_\_  
Capistrano Unified Education Association


5/18/18  
\_\_\_\_\_  
Date

## **Tentative Agreement Between Capistrano Unified School District and Capistrano Education Association**

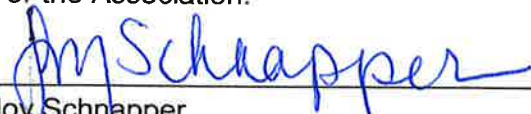
Below is a summary of tentative agreements between CUEA and CUSD. Attached are the tentative agreements (TA). Upon ratification by the District and Association, the negotiated contract provisions will be effective July 1, 2019, with the exceptions noted below, which shall become effective July 1, 2020:

- Additional assignment rates for instruction, \$50 per hour, as referenced in the bargaining agreement
  - Reinstatement of co-curricular assignments from Group VI
  - Article 8.5.1 staffing and 8.5.2 payment for class size overages in Physical Education, grades 6-12
  - Article 14.14.3 -- all eligible bonuses in accordance with the co-curricular activity schedule and all eligible STRS contributions
  - Upon ratification, staffing ratio will be implemented for Nurses in Article 8.7
- 
- Article 1: Tentative Agreement
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  - Reinstatement of Group VI Co-curricular assignments
  - MOU Unit Member Child/Children Enrollment Proposal

For the District:

  
\_\_\_\_\_  
Tim Brooks  
Associate Superintendent, Human Resource Services

For the Association:

  
\_\_\_\_\_  
Joy Schnapper  
President, Capistrano Unified Education Association

**ARTICLE 1 - Designation of Parties and Length of Agreement**

1.1 This agreement is made and entered into ~~on this twelfth day of January 2018~~ November 22, 2019, and is effective for the period of July 1, ~~2019~~ 2016 through June 30, ~~2022~~ 2019, by and between the Capistrano Unified School District, hereinafter referred to as "District," and the Capistrano Unified Education Association, an affiliate of CTA/NEA, hereinafter referred to as "Association."

1.2 This agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code of the State of California.

1.3 The provisions of this agreement shall be applicable to those personnel represented by the exclusive representative as enumerated in Article 2.2.

1.4 All articles of this agreement shall remain in full force and effect from the date of ratification of this contract until June 30, ~~2022~~ 2019, when it shall terminate.

1.5 Notwithstanding the provisions of Section 1.4 above, ~~there shall be no re-opener negotiations during the 2017-2018 or 2018-2019 school years, except by mutual agreement, or as otherwise specified herein there shall be limited reopeners in the 2020-2021 and 2021-2022 school years. for Article 13, Health and Welfare Benefits, and Article 14, Wages. There shall be no other reopeners during the term of this agreement.~~

For the 2019-2020 school year, the Agreement is closed.

For the 2020-2021 school year, the contract shall be closed with the exception of a potential limited reopener for the purpose of negotiating regarding salary (Article 14) and health and welfare benefits (Article 13) if the 2020-2021 LCFF per pupil funded base grant by grade span is more than the 2019-2020 per pupil funded base grant by grade span.

If the LCFF per pupil funded base grant by grade span for the 2020-2021 school year is more than the per pupil base grant by grade span for the 2019-2020 school year, the parties shall meet and negotiate regarding salary (Article 14) and health and welfare benefits (Article 13) for the 2020-2021 school year.

If the 2020-2021 LCFF per-pupil funded base grant by grade span, after adoption of the State budget, is less than or equal to the 2019-2020 per-pupil funded base grant by grade span, then the contract will be closed and there will be no negotiations for the 2020-2021 school year.

For the purposes of this section, the 2019-20 Adjusted Base Grants are K-3 \$8,503; 4-6 \$7,818; 7-8 \$8,050; and 9-12 \$9,572.

For the 2021-2022 school year, the parties shall negotiate salary (Article 14) and health and welfare benefits (Article 13), and may reopen up to two articles per party.

#### ARTICLE 4 - Organizational Security

- 4.0 "Union Member(s)" refers to unit member(s) who have completed a written dues deduction authorization form.
- 4.1 The District and the Association recognize the rights of Unit Members to freely form, join, and participate in activities of the employee organization.
- 4.2 The District shall not deter or discourage applicants and employees from becoming or remaining members of the Association in accordance with section 3550 of the Government Code.
- 4.3 The District shall meet and confer with the Association prior to sending any mass communication to applicants or employees about their rights to join or support the Association. If the District and Association cannot agree on the content of the communication, the District may send the communication but must attach a statement from the Association in accordance with section 3553 to the Government Code. Pursuant to the signed authorization card, as specified in 4.2, the District shall deduct one tenth of the unified dues from the regular salary check of the Unit Member each month for 10 months. Deductions for Unit Members who sign such authorization after the commencement of the school year shall be at the customary tenthly rate for the balance of the school year.
- 4.42 The District shall deduct dues for all Union Members whom the Association reports as having completed a written dues deduction authorization. The Association shall be solely responsible to maintain the written authorizations for payroll deduction and shall not be required to submit the written authorization to the District unless there is a dispute. If a Unit Union Member requests to cancel or change their authorization for payroll deductions the member shall be directed to the Association rather than to the District. The Association shall be responsible for processing these requests from the wages of all Unit Members who are members of the Association as of the effective date of this Article, or who may subsequently sign and deliver to the District an authorization form authorizing the deduction of unified membership dues of the organization.
- 4.5 Pursuant to the signed authorization card written authorization, as specified in 4.24, the District shall deduct one tenth of the unified dues from the regular salary paycheck of the Unit Union Member each month for 10 months. Deductions for Unit Union Members who sign such written authorization after the commencement of the school year shall be at the customary tenthly rate for the balance of the school year.
- 4.4 Unit Members who are not members of the Association within 30 days from the date they commence their assigned duties, either become members of the Association or

pay to the Association a service fee in an amount equal to unified membership dues, initiation fees and general assessments. Payment of such fees shall be made either by monthly payroll deductions, as specified in 4.3, or by cash payment directly to the Association in one lump sum within 30 days of becoming a member of the unit. In the event that a Unit Member shall not pay such fee directly to the Association, the Association shall notify the District of said failure to pay and the District shall begin automatic payroll deduction as provided for in section 45061 of the California Education Code retroactive to the date when fees should have been paid. There shall be no charge to the Association for mandatory service fee deduction.

4.65 The District shall not make ~~service fee dues deductions from Unit-Union Members who are in unpaid status, but~~ The District shall deduct a pro-rata share of the service fee dues for part-time Unit Union Members, who have not become members of the Association.

4.6 ~~Unit Members who are members of a religious body whose traditional tenets or teachings include objections to the joining or financially supporting employee organizations shall not be required to join or financially support the Association; except that such Unit Members shall have deducted in lieu of the service fee a sum equal to such non-labor organization, charitable funds exempt from taxation under the Internal Revenue Code.~~

- (1) ~~United Way~~
- (2) ~~American Cancer Society~~
- (3) ~~American Heart Association~~
- (4) ~~Boy and Girl Scouts of America~~

4.6.1 ~~A written statement of objection along with evidence of membership in a religious body whose traditional tenets or teachings object to the joining or financially supporting employee organizations shall be made on an annual basis to the Association and the District as a condition of continued exemption from the payment of service fee. Election of one of the groups specified in 4.6 may be changed only once per school year.~~

4.7 ~~Nothing in this Agreement shall be construed as to prohibit any employee from making direct payments to the Association upon written notice to the District and the Association.~~

4.76 The District agrees to remit all dues ~~or service fees~~ to the Association along with an alphabetical list of ~~Unit Union~~ Members for whom such deductions have been made, ~~annotating as to member or non-member of the Association.~~

4.89 The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.

4.10 ~~The Association agrees to indemnify and hold the District harmless regarding any legal claim arising out of this agency fee provision subject to the following:~~

4.97 The Association agrees to defend and indemnify the District for any unit member's allegations, claims, actions, suits, settlements, or judgements which arise out of payroll deductions made by District in reliance on information and notification provided to the District by the Association. In defending and indemnifying the

District, the Association shall have the right to select legal counsel at its sole option and expense, to control litigation strategies and decisions, and to determine whether any action or proceeding referred to above shall or shall not be compromised, resisted, defended, tried, or appealed. ~~pay to the District all legal costs incurred in defending against any court action and/or administrative action before PERB challenging the legality or constitutionality of the organizational security provisions of this Agreement or their implementation.~~

4.9.1 The Association will not approve any settlement which results in any affirmative obligation to the district without the Board of Trustees prior approval.

4.10.2 ~~The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to in 4.10.1 of this Article shall or shall not be compromised, resisted, defended, or appealed.~~

4.10.3 ~~The Association shall have exclusive right to name counsel.~~

## **ARTICLE 5 - Hours of Employment**

- 5.1 It is the intent of the parties that 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. Care Consideration should be taken for Unit Members to complete their professional responsibilities within the allotted professional day.
- 5.1.1 Unit Members, 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 Unit 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: 15 minutes prior to the commencement of the classroom teachers' instructional time. This is independent time, unless serving a duty schedule assignment. Teachers are expected to be with their students upon the commencement of the classroom teacher's instructional time. 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. Seven hours per day, inclusive of the 35 minute duty-free lunch period and inclusive of passing time.
- 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

inclusive 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 ~~TK Grade K-~~ 292 285 minutes daily

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

5.3.2 Grades ~~K~~4-3: 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:

- (1) Working together (administrator and the teacher of the combination class) to identify possible instructional supports to support students;
- (2) Identifying and scheduling opportunities for small group instruction; and
- (3) 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.

5.3.4.1 Teachers who have fourth and fifth grade students (including any 3/4 and 4/5 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~~ site wide 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)~~
- (3) No duties during the instructional day

5.3.6 ~~In middle schools,~~ Grades 6-7-8-12: Shall not exceed 1400 minutes weekly, exclusive of the preparation/ conference period. Teachers teach five periods, daily.



5.3.6.1 Tutorial may include pre-teaching, remediation of content, re-teaching, extension and additional student support as dictated by the supervising teacher. Tutorial shall be an extension of pre-existing classes to provide all students the additional time and support necessary to access the classroom standards and curriculum as an essential component of a school's intervention system. Tutorial shall not require additional time, prep, or grading, and grades shall not be assigned. Teachers may voluntarily work with students not assigned to their class during this time.

- 5.4 The duty day for psychologists, 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.

~~5.7.1 IEP's, 504 conferences, student assessment and evaluations shall be scheduled to end 15 minutes prior to the end of the professional day. Should the meeting extend past the professional day, the unit member will receive per diem hourly instructional rate.~~

## 5.8 Banked Minutes – Professional Collaboration Time

After the Board of Trustees adopts annual goals/objectives, the Association and the District agree to work collaboratively to align all professional collaboration activities to the identified goals/objectives. Site Professional Learning Community (PLC) goals, objectives, and professional learning shall be determined by the needs of the teacher collaborative teams (grade level, subject teams, and/or department) and site administrator(s).

5.8.1 TK-5 ACE PLC 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 less 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.~~
- (2) No less more than one hour per month will be dedicated to independent planning or work time conducted on site during early out or late start days.
- (3) No less more than one hour of additional individual planning per trimester shall be designated as time to complete report cards.

5.8.1.1 ACE PLC 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 PLC 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.~~

(2) No less more than one hour per month will be dedicated to independent planning or work time conducted on site during early out or late start days.

5.8.2.1 ~~ACE~~ PLC 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.

5.8.3 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. 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. 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.
- 5.10 The District shall provide a minimum day schedule.
- 5.10.1 Grades 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 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 High School minimum days will be on Back-to-School Nights and Open Houses as scheduled by the District. Unit Members shall participate in such activities as required by the immediate supervisor.
- 5.10.4 Individual school sites may choose to develop alternative schedules which do not fall on a designated minimum day provided:
- Schedules are developed collaboratively between 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 1/5<sup>th</sup> 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 6/5<sup>th</sup> positions.
- (1) Among the factors in making a 6/5<sup>th</sup> 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 6/5<sup>th</sup> 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.

- (4) Department chair selection does not imply preference to receive 6/5th assignment. If a department chair receives a 6/5th assignment in consecutive years the administrator responsible for the placement shall provide rationale for the placement to all competing applicants within the department.

- 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.

5.12.1 In the case of an emergency in which a class must be divided up in order to provide coverage, all teachers receiving students shall be compensated the hourly instructional rate for that time period.

- 5.13 A certificated employee assigned to the Fresh Start program or the high school Independent Study Program whose ~~student case~~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.

- 5.15 The District will not schedule in-services, workshops, 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 Education Specialists 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 6/5<sup>th</sup> assignment are not eligible for their assessment release time.

5.18.2 All Pre-School – 5<sup>th</sup> Grade Education Specialists shall be eligible for three days of release time annually – preferably one day per learning cycle.

5.18.3 Any elementary or secondary Education Specialist who is eligible for release days shall submit three possible release dates to the site administrator. The 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 Education Specialists who receive assessment release days shall work collaboratively with the site administrator to determine the location in which they work. It is expected that 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 5.18 does not apply to itinerant teachers and teachers of Severely Handicapped classes, including Autism Specific, Deaf and Hard of Hearing, and Therapeutic Behavior Intervention Class (TBIC).

#### 5.19 Teachers On Special Assignment (TOSA)

5.19.1 TOSA assignments shall be voluntary. A TOSA can return to a regular teaching position the following school year with notification to Human Resources by May 15 of their intent to return.

5.19.2 The work day for a TOSA shall be 7 hours inclusive of a 35-minute duty free lunch. On a flexible positive work year calendar. Professional responsibilities reflect article 5.1

5.19.3 A TOSA shall be paid the hourly instructional rate for each hour beyond their work day performing District assigned duties, with prior approval from their supervisor. Flex time may be substituted for the hourly instructional rate with the mutual agreement of the TOSA and supervisor. Flex time may be carried over to the following year if the TOSA remains on

assignment will be used or compensated within the same school year it is earned. If TOSA returns to classroom, any excess flex time would be paid at the hourly non-instructional rate.

5.19.4 The TOSA work year is the same as a regular classroom certificated teacher. Any work days-hours worked beyond the regular work year is voluntary and will be paid at the hourly non-instructional rate or instructional rate as appropriate. ~~their hourly rate per diem.~~

5.20 Unit Members shall not be required to have student detention as part of their discipline plan unless the detention is run on a site-wide basis run by the school-site administration.

5.21 Co-teaching assignments, between any two unit members, shall be voluntary, when practicable.

5.22 During primary music instruction time, the classroom teacher, in agreement with the site administrator, ~~(in collaboration with the music teacher)~~ will determine the best use of their professional time-work duties during this time.

## **ARTICLE 6 - Safety Conditions of Employment**

6.1 The safety and health of pupils and employees is of the utmost concern to the District. To ensure that exposure to unsafe or unhealthy conditions is minimized, Unit Members are encouraged to be safety conscious in their own actions and to report, in writing, any alleged unsafe or potentially unsafe or unhealthy conditions to their immediate supervisor.

6.1.1 The immediate supervisor is to forward such report to the cabinet member of the appropriate department within five working days to be investigated. In the event that the immediate supervisor considers the proposed corrective action is not feasible or necessary, the immediate supervisor shall inform the reporting Unit Member in writing of the evaluation and/or action and shall submit a copy of the report and the reply to the Associate Superintendent, Human Resource Services, or designee, within five working days of receipt of such report.

6.1.2 If the District determines through the investigation that an unsafe and/or unhealthy condition exists, the District shall, within ten (10) work days, take reasonable steps to correct the condition(s) and notify update all impacted Unit Member(s) in writing of the course of action.

6.1.3 Unit Member(s) shall be provided regular updates, in writing, until the completion of the corrections.

6.1.4 Each school site shall use the appropriate District database for reporting and storing information. The database shall include a description of the original report and updates when applicable. Unit Members may request information from the site database during any non-instructional, non-assigned duty time.

6.2 A written description of the rights and duties of all administrators and Unit Members, including pertinent Education Code provisions, with respect to student discipline, ~~including the use of corporal punishment and the right to suspend students,~~ shall be ~~presented~~ provided to Unit Members in writing ~~at a workshop~~ prior to the first day of the school year. ~~The District, at the same time, will also present an oral discussion of the teacher's right to suspend students.~~

6.2.1 The District shall make reasonable efforts to notify Unit Members in a timely manner, in accordance with Education Code Section 49079, of students who have been disciplined per Education Code Section 48900 with the exception of subsection (h). This notification shall occur prior to the first student day with the impacted Unit Members.

6.2.1.1 In the event of an inter-district transfer the district shall notify the impacted Unit Members as soon as records become available.

6.3 The District shall have a District Safety Committee which shall meet at least quarterly. Other meetings may be held at the request of either the District or the Association. The Association will appoint up to two Unit Members to serve on the District's safety committee.



6.4 The District shall consider requests, in accordance with the Education Code, for the payment of the cost of replacing or repairing property or prosthesis of an employee, such as eye glasses, hearing aids, dentures, watches, articles of clothing or teaching materials used by the Unit Member, when any such items are damaged or stolen on school district property without fault of the employee.

6.5 If a bargaining member is threatened or attacked while on duty, the Unit Member shall report the incident in full detail to the immediate supervisor within 24 hours of the incident. The District shall submit a report to the appropriate police officials if the Unit Member deems that it is necessary. If the District takes any action regarding the incident, such action shall be reported to the Unit Member.

6.6 Unit Members who perform drop off/pick up/parking duty shall not be required to enter any area where moving vehicles are operating. The only exception is for Unit members who are assigned to crosswalk duty on school premises. Unit members who are assigned on-site crosswalk duty shall perform duty in the marked crosswalk only and shall be provided the necessary safety training and safety equipment.

6.7 Unit Members assigned duties in the Adult Transition Program (ATP) and/or performing Community Based Instruction (CBI) outside the classroom shall upon written request receive emergency communication devices that shall accompany staff and students when outside the classroom or off campus.

## 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 students to 1 teacher
Kindergarten:	<del>30.5</del> <u>28.5</u> 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

Please see Article 23 for Extended Day Kindergarten classes.

8.3.1 The following are excluded in the above ratios: Specialized Academic Instruction (SAI) programs, staff and 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 Instructions (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)

In the event that a waiver application for an increase in the size of a special education caseload becomes necessary, the case carrier shall be consulted by the District and his/her response shall be recorded on that application. The District shall be bound by California Ed Code 53632c. ~~which stipulates:~~

~~1) The waiver's effective period does not exceed one past school year and/or the school year in which it is submitted.~~

- ~~2) The number of students to be served by an affected resource specialist under the waiver does not exceed the maximum statutory caseload of 28 students by more than four students.~~
- ~~3) The waiver does not result in the same resource specialist having a caseload in excess of the statutory maximum for more than two school years.~~

Caseload maximums for the following programs shall be:

SAI Self contained: 15 students to 1 case carrier (FTE)

Structured Autism Class (SAC) Pre-K - Elementary: 10 students to 1 case carrier (FTE)

Severely Handicapped Classroom (STEPS) Pre-k - 12: 12 students to 1 case carrier (FTE).

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

Therapeutic Behavior Intervention Class (TBIC) Elementary - High School: 10 students to 1 case carrier (FTE)

SEALS preschool program: 14 students to 1 case carrier (FTE) per session

After the fifteenth student day of the school year, if the caseload maximum is exceeded, then the teacher shall ~~have the option to sign the CDE caseload one year waiver and~~ 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, Physical Education, 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 school site" 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: ~~33:1 (2013-2014 and 2014-15); 32:1 (thereafter)~~

Grades 1-3: 32:1

Grades 4-5: 33:1

Grades 6-8: 35:1

Grades 6-8 PE 50:1

Grades 9-12: 36:1

Grades 9-12 PE 50:1

Please see Article 23 for Extended Day Kindergarten classes.

- 8.5.1 After the fifteenth student day of the school year, if the class size maximum is exceeded in grades ~~TK4 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, Physical Education, 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 for each class section that exceeds the stated maximum.
- 8.6 Assignment of Speech Pathologists and Adaptive Physical Education services 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. Moved to 8.3.3~~
- 8.7 The staffing ratios for the following positions shall be:
- |                        |   |
|------------------------|---|
| <u>Counselors 6-8:</u> | 0.5 per school  |
| Counselors 9-12:       | 1 per comprehensive high school                         |
| Nurses:                | <u>1.5</u> per Family (e.g. High School feeder pattern) |
| Psychologists:         | 2500:1  |

**ARTICLE 9 - Transfer and Reassignment of Personnel**

9.0 A teacher transfer timeline will be developed annually to reflect the opening of new schools, attendance boundary decisions, enrollment trends, and staffing changes.

9.1 Definitions

9.1.1 A "Transfer" is a movement, either Employee initiated or District initiated, of a Unit Member from one school site to another school site.

9.1.2 An "Employee initiated transfer" is a transfer which is requested and sought by the Unit Member.

9.1.3 A "District initiated transfer" is a transfer of a Unit Member which is initiated by the immediate supervisor or the Superintendent or designee.

9.1.4 "Reassignment" is the movement of Unit Members from one location, class, or subject area to another location, class, or subject at the same site.

9.1.5 "Seniority" for purposes of this Article, is that amount of time which has elapsed since the first date of paid service in a certificated position in the District.

9.1.6 "Vacancy" is any position that does not have a Permanent or Probationary Unit Member assigned to it.

9.2 Employee Initiated Transfer

9.2.1 Any permanent Unit Member may apply for an Employee Initiated Transfer if they possess the appropriate credential.

9.2.2 Certified employees who are interested in transferring to other sites in the next school year must submit requests to Human Resource Services on the appropriate District transfer form no later than March 1 in order to be considered for staffing vacancies. These employees will be notified of the status of their transfer requests no later than April 15.

9.2.2.1 Transfer requests received in Human Resource Services after March 1 will be held and referred for interviews only if a position becomes available at the desired site.

9.2.2.2 Employee Initiated transfer requests shall continue to be considered up until fifteen (15) days prior to the first student day of the school year

9.2.23 Probationary Unit Members are eligible for Employee initiated transfer only for extenuating circumstances and only with the approval of the Superintendent.

9.2.34 During the summer recess, Human Resource Services will work cooperatively with the Association regarding transfers. It is recognized by the parties that those Unit Members who are affected by a surplus condition (Article 9.4) shall be given the first consideration in filing for transfer opportunities.

9.2.45 Unit Members from within the District shall have first consideration of any Unit Member vacancies. Temporary and outside applicants will be placed after all unit member transfers have been completed, based on the criteria of welfare of students, instructional needs, Unit Member qualifications, welfare of the Unit Member, commitment to and compatibility with the school's educational philosophy and plan, compatibility with colleagues, teaching styles, ability to be flexible, work ethic, and seniority. If all other factors are equal, seniority will be used as a tiebreaker. All Unit Members applying for such vacancies March 1 will be interviewed by the immediate supervisor of the site having the vacancy.

9.2.5.1 Unit members shall be selected for vacancies based on the following criteria:

- (1) Have the appropriate credentialing/certification
- (2) Received a satisfactory evaluation in most recent evaluation
- (3) Have experience, special training, or compatibility with the school's educational philosophy for the vacancy
- (4) If all factors are equal, seniority will be used as a tiebreaker

9.2.5.2 All Unit Members applying for such vacancies, by March 1, will be interviewed by the immediate supervisor of the site having the vacancy.

9.2.56 Human Resource Services shall notify the Unit Member selected to fill a vacancy through the Unit Member's immediate supervisor.

9.2.56.1 A Unit Member can rescind a voluntary transfer within three working days of receiving notification of acceptance of their request for a transfer.

9.2.67 If an Employee initiated transfer for a vacancy is denied, the Unit Member shall be given the written criteria used as a basis for the selection. The Unit Member may request and will receive more specific feedback from Human Resource Services via a meeting or in writing on why the transfer was

denied. The Unit Member who is denied a transfer may request, and will be granted, a meeting with the Superintendent or designee.

9.3 District Initiated Transfer

9.3.1 A District initiated transfer shall be based upon the criteria of welfare of students, instructional needs, Unit Member qualifications, student loads, welfare of Unit Members, District seniority, commitment to and compatibility with the school's educational philosophy and plan, compatibility with colleagues, teaching styles, ability to be flexible, and work ethic.

9.3.2 Notice of District initiated transfer for the ensuing school year shall be given to Unit Members as soon as possible and if the District is aware of the requirement for District initiated transfer, ~~no~~ not later than one calendar month before the close of school. In the case of a District initiated transfer which becomes known during the summer months, the appropriate administrator will notify the appropriate staff members of the need for a District initiated transfer by registered letter to the last known address of record if the vacancy becomes known prior to August 15. The letter will contain a deadline for response which shall be no earlier than five working days from the date the letter is mailed. If the vacancy becomes known after August 15, the appropriate administrator will attempt, on at least two occasions, to notify all individuals who could be considered for District initiated transfer by telephone at the last telephone number of record to obtain a volunteer. The administrator will maintain a record of letters sent and the date which they were sent or a record of the telephone calls and when they were made.

After the deadline stated in the letter, or after all telephone calls have been completed, the appropriate administrator will make the transfer based on the criteria as noted in Article 9.3.1. In the case of a District initiated transfer after the first teaching day of school, the Unit Member shall be given at least three working days' notice before the actual transfer occurs, unless the Unit Member agrees otherwise.

9.3.3 All Unit Members being considered for a District initiated transfer shall be afforded an opportunity to conference with the principal before a final decision is made. The Unit Member shall have the right to have an Association representative at the meeting and be notified in writing of the reasons for the transfer if the Unit Member requests such reasons. A sincere effort to find alternate solutions to the proposed transfer shall be made by the administration and the affected Unit Member within the time allowed, if the Unit Member objects to the proposed transfer.

- 9.3.4 The Unit Member to be transferred shall have the right to apply for a suitable position(s) from the current list of vacancies.
- 9.3.5 The District shall attempt to ensure that Unit Members who teach at one level, e.g., elementary, middle school or high school, are not transferred from that level. The parties recognize, however, that, due to enrollment or curriculum changes, transfer of a Unit Member to a level for which that person is credentialed may be necessary.
- 9.3.6 Unit Members shall not be transferred solely due to being married to another Unit Member at the same site.

9.4 District initiated Transfers Due to Surplus Situations

9.4.1 A "surplus situation" exists when:

- 9.4.1.1 The number of Unit Members on leave and the Unit Members present in a particular school exceed the District determined Unit Member allotments (a) at the school, or (b) within a subject area;
- 9.4.1.2 A new school is established and must be staffed from within the District; or
- 9.4.1.3 When an existing school site is closed.

9.4.2 The appropriate administrator will determine which positions within the school or within the District are surplus. Unit Members will be given the opportunity to apply for Employee initiated transfers before the balance of this article is invoked. In the case of a school closure, Unit Members will be given an opportunity to apply for Employee initiated transfers before they are assigned. Surplus situations which become known during the summer recess will be handled by the appropriate administrator who will notify the appropriate staff members of the need for a District initiated transfer due to the surplus situation by letter to the last known address of record if the surplus becomes known before August 15. The letter shall contain a deadline for response which will be no earlier than five days from the date the letter is mailed. If the surplus becomes known after August 15, the appropriate administrator will attempt on at least two occasions to notify all individuals who could be considered for a District initiated transfer by telephone to the last known telephone number of record in order to obtain a volunteer. The administrator will maintain a record of letters sent and the date which they were sent or a record of the telephone calls and when they were made. After the deadline stated in the letter, or after all appropriate



telephone calls have been made, the appropriate administrator will make the transfer based on the criteria as noted in Article 9.4.3.

- 9.4.3 If satisfactory staffing at the school(s), grade level(s), or subject area(s) involved is not accomplished by employee initiated transfers, as determined by the District, the appropriate administrators shall make his/her decision(s) regarding the transfer of additional personnel. The administrator, in making his/her selection of personnel to be transferred shall utilize the following criteria listed below:

- (1) Credential(s) held
- (2) The Unit member with the least District seniority.
- (3) If a tie in District seniority exists, the member with the least seniority at the site shall be transferred.
- (2) Grade Level Experience(s)
- (3) Extra duty assignments at the site
- (4) Site specific professional development

~~The teacher selected for transfer shall be the least senior from the group of teachers identified after applying the criteria referenced above. In case of a tie, the Unit Member with the least seniority in the District shall be transferred. If a tie in District seniority exists, the member with the least seniority at the site shall be transferred.~~

9.4.3.1 Exemptions can be made if a unit member fills a role that is critical to the site and cannot be fulfilled by anyone else on the site.

- 9.4.4 Prior to a District initiated transfer being required of a Unit Member, a conference between the Unit Member and the immediate supervisor shall be held. The reasons for the transfer shall be, if requested by the Unit Member, in writing.

- 9.4.5 If a surplus condition still exists after the above procedures have been implemented, the Superintendent's designee will direct the immediate supervisor of the school(s), grade level(s), or subject area(s) affected to recommend and effectuate further transfers.

- 9.4.6 Unit Members who have been transferred due to a District initiated transfer due to a surplus situation shall not be transferred in any ~~two~~ three consecutive years.

- 9.4.6.1 If a Unit Member at a site is transferred, they have an option to voluntarily return to the surplus site, whether or not it was voluntary or involuntary. The Unit Member shall have this right until 10 days prior to the start of the ~~teacher work year~~ first student day. If the Unit Member opts to return to the original site, then 9.4.6 does not apply to them.

- 9.4.7 In the case of a transfer due to a surplus situation outside of the school year, the Unit Member will have the option of two days of released time or the equivalent in substitute pay compensation for preparation in the new assignment.

9.5 Reassignment Guidelines

- 9.5.1 In the case of reassignment of personnel, the District shall assign Unit Members to positions for which the Unit Member is properly credentialed only.
- 9.5.2 Unit Members who are being considered for reassignment shall be afforded the opportunity to meet with the responsible site administrator prior to the reassignment becoming effective.
- 9.5.3 When a determination has been made during the summer recess that reassignment of personnel is necessary, the site administrator will attempt to notify the Unit Member by telephone of a need for reassignment. If the attempt to contact by telephone is unsuccessful, the site administrator will notify the affected Unit Member by mail.

9.6 General Transfer or Relocation Guidelines

- 9.6.1 In the case of transfer after the commencement of the teacher work year, the District shall provide at least two days for the Unit Member's preparation in the new assignment.
  - 9.6.1.1 The Unit Member's immediate supervisor shall make the determination as to whether or not an additional day shall be provided. In making such determination, the immediate supervisor shall take into consideration the quantity and logistics of moving necessary classroom materials, the amount of notification the Unit Member has in preparing for such a move, whether or not the Unit Member has recently taught the class/subject, the capability of the Unit Member to be able to prepare for the new assignment or move in the new location within an eight hour service day and the availability of appropriate substitute personnel to cover the classroom assignment during the Unit Member's preparation time.
  - 9.6.1.2 Upon request, the immediate supervisor shall meet with the Unit Member regarding any request for preparation time.
  - 9.6.1.3 In the case of required movement of major instructional materials from one school location to another school location or within the

same school, the District shall provide assistance in moving any heavy objects provided the Unit Member properly packages and marks the materials in advance of any move.

9.6.2 In the case of relocation or displacement from a Unit Member's classroom or program, the Unit member shall may request and receive up to 16 hours of extended hourly non-instructional rate to effect the move. If the relocation or displacement requires additional moves, the Unit Member shall receive up to an additional 16 hours of extended hourly non-instructional rate to effect each subsequent move.

9.6.2.1 Each Unit Member shall receive the appropriate materials in which to box or store all materials to be moved and will receive non-teacher assistance to relocate all classroom objects to new classroom or program location.

#### 9.7 Partnership Teaching Assignment

Generally, this program will be available to teachers assigned to elementary grades only. The feasibility of the program will be reviewed on an annual basis.

9.7.1 All teachers who participate in partnership teaching assignments must have ~~tenure permanent~~ status and have a history of satisfactory ~~or above average~~ performance on past evaluations.

9.7.2 Approval of a partnership team shall include, but not be limited to the following criteria:

9.7.2.1 Partners' compatibility, for example, teaching styles, educational philosophy, and work ethic.

9.7.2.2 Commitment to and compatibility with the school's educational philosophy and plan.

9.7.2.3 Ability to provide coverage for partner.

9.7.3 Partnership teaching shall be designed on one of the following models:

9.7.3.1 Two teachers sharing one classroom, dividing the work week (three days and two days). By agreement, teachers may switch their parts of the assignment at the semester.

9.7.3.2 Two teachers sharing one classroom, dividing the work week with each teacher assigned two days per week and the fifth day per week alternating between them on a regular schedule.

- 9.7.3.3 The final decision on the model to be adopted will be made by the site administrator with input from the affected teachers.
- 9.7.4 It is expected that both partners shall participate in Back-To-School night, open house, first and last student days, pre-service days and parent conference weeks. During parent conference weeks, parents should have the opportunity to meet with both teachers on specified days as determined by the team.
- 9.7.5 A total plan for the year must be outlined on the District form by the teachers requesting the partnership teaching agreement and will include the following:
  - 9.7.5.1 Specific dates on which teachers will be scheduled to work.
  - 9.7.5.2 A teacher planning and communication system.
  - 9.7.5.3 Description of how all adjunct duties will be covered and performed.
  - 9.7.5.4 Description of how responsibilities will be met for covering parent conferences, Back-To-School nights, open house, first and last student days, and parent conference weeks.
- 9.7.6 In unique situations, the site administrator may require the presence of both team members.
- 9.7.7 Any teachers working 50% or more on a partnership assignment will receive District fringe benefits on a prorated basis. Teachers working less than 50% of the time will not receive fringe benefits. Sick leave credit will be earned in proportion to time worked.
- 9.7.8 Partnership teaching team members are expected to cover for each other in the event of the other's unanticipated absence on a daytoday basis. Substitute teachers will be requested by a partnership team member only in extraordinary circumstances when such mutual coverage is not possible. Further, it is the team member's responsibility to obtain approval from the site level administrator for such substitute coverage, if possible. If circumstances require a partner to be out more than five consecutive days, the provisions regarding an extended leave as outlined in 9.7.8.1 shall apply.
  - 9.7.8.1 In the event that one of the partners must take an extended leave of absence but plans to return within the semester, the other partner is required to substitute at his/her per diem rate. If the

leave extends beyond one semester, the partnership shall be dissolved, pursuant to 9.7.10.3.

9.7.9 A partnership teaching team teacher will receive credit each year for one full year's advancement on the salary schedule when such teacher is on duty for 75% of the total number of days in which the schools of the District are in regular session. Partnership team members who do not work 75% of the total number of the days, in which the District schools are in session, shall be granted one year's salary advancement if such teacher is on duty for 37.5% of the total days for each of any two years.

9.7.10 All partnership teaching proposals shall be submitted in accordance with the following schedule:

9.7.10.1 New proposals for partnership teaching assignments, for the next school year including: New and returning teams, traditional and year round calendars, must be submitted to the site administrator of the requested school no later than March 1. The site administrator shall notify the requesting partnership team members as to whether their partnership was approved no earlier than March 1 and no later than April 1. A team member may not withdraw from an approved partnership team except for extreme extenuating circumstances.

9.7.10.2 In the event that a partnership assignment is not renewed or the partners or the District decide to terminate the partnership prior to or during the school year for exceptional circumstances, the employee with the greater seniority in the District shall be entitled to the same position which the partners currently hold. In the event that the teacher in the partnership with the greatest seniority in the District chooses not to retain that position, the other teacher in the partnership shall be entitled to the position. The teacher who is not placed in the position shall be given the opportunity to apply for any openings in the District or may choose to take the next available opening in the District. In the event that both partners have equal seniority, the surplus provision existing in the contract will be implemented affecting only the two partners.

9.7.10.3 In the event that the partners terminate the partnership after accepting the offer as outlined in 9.7.10.1 and only one of the partners is able to continue teaching, this partnership is dissolved. The remaining teacher will not be considered for another partnership until the next application cycle.

- 9.7.11 The site administrator reserves the right not to renew any partnership assignment if the objectives of the program or the criteria as outlined in 9.7.1 and 9.7.2 are not being met and/or will not be fulfilled or the instructional needs of the District are such that the partnership assignment cannot be allowed. If the site administrator decides not to renew a partnership assignment, the site administrator must notify the partners by April 1.
- 9.7.12 A maximum of two partnership teaching ~~terms~~ teams per school may be approved each school year. A Principal has the discretion to add one additional team.

**ARTICLE 11 - Association Rights**

- 11.1 Association members shall have the right to:
- ~~of reasonable access and right to use~~ of instructional facilities at reasonable times to conduct Association business
  - ~~The Association shall have the right to use~~ instructional facilities at reasonable times for the purpose of Association meetings.
  - ~~The Association shall have the right to use~~ one District designated institutional bulletin board at each school site.
  - ~~The Association shall have the right to make~~ brief announcements at the conclusion of a faculty meeting.
- 11.2 The Association may use the District's regular, normal interdistrict mail services, mail boxes, District electronic mail service and Unit Member electronic mailboxes for Association communications. Communications via email shall be used for the purpose of communicating dates, times, locations and topics of meetings. All Association communications shall have the proper identification of the Association.
- 11.3 Upon appropriate written authorization from the Unit Member, the Board of Trustees shall deduct from the salary of any Unit Member and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs approved by the Board.
- 11.4 The District shall provide the Association the name, job title, work status, department, work location, home address, home telephone number, personal cellular phone number, and personal email address on file with the District of all Unit Members within 30 days of hire or by the first pay period of the month following hire. The District shall provide the Association this information every 120 days for all Unit Members. of all District Unit Members shall be provided the Association no later than December 1 each year.
- 11.5 The District shall provide an annual new bargaining Unit Member orientation prior to the start of the school year.
- 11.5.1 The Association shall be provided 60 minutes of uninterrupted time during this new Unit Member orientation.
- 11.5.2 The District administration shall excuse themselves during the Association's time.
- 11.5.3 The Association may invite California Teachers Association (CTA) vendors and CTA staff to Orientation.
- 11.5.4 The District shall not disclose the date, time, location of new employee orientations to any party other than the new Unit Members, the Association, relevant District employees and the vendors that are contracted to provide services for the orientation.

- 11.6 Any Unit Member hired after the start of the school year shall be provided an in-person orientation. The Association shall be provided at least two business days notice of the scheduled onboarding except in cases of extenuating circumstances. This notice shall be sent via email to the Association president.

11.75 Association Release Time

The District shall authorize release time for the Association as follows:

- 11.75.0 The Association shall be granted 50 release days not to exceed five release days for any one Unit Member per school year, unless agreed otherwise in writing between the District and the Association. Requests for this time shall be made in advance and the Assistant Superintendent, Human Resource Services will be notified.

- 11.75.1 The Association shall pay to the School District any costs substantiated by the District which are incurred as a result of the above release time.

11.75.2 Presidential Release Time

The District shall authorize full-time release for the Association President as follows:

- (1) District pays all costs for one period.
- (2) District will match the Association for all other salary costs incurred by the Association President, period for period.
- (3) District will pay the full health benefits of the Association President.

- 11.86 The District shall provide the Association, upon request, with two copies of official documents that it has forwarded to State or County offices, or public information forwarded to the Board of Trustees. In addition, the District shall provide three copies of School Board agendas. Agendas shall be furnished at least 48 hours before the regular Board meeting.



**ARTICLE 13 - Health and Welfare Benefits**

- 13.1 The District shall pay on behalf of Unit Members employed full time, payments for medical, dental, vision and life insurance benefits approved by the Board of Trustees up to a maximum as follows:

(1) Medical Coverage

HMO Medical Plans

For Plan Year 2020, beginning January 1, 2020, 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:

Employee only \$6,740.00

Employee + One \$13,835.00

Employee + Two or more \$19,608.00

POS/PPO Medical Plans

For Plan Year 2020, beginning January 1, 2020, The District shall pay the actual cost of insurance premiums for full-time employees and their dependents who participate in the POS/PPO medical plans up to the following rates per tier:

Employee only \$6,740.00

Employee + One \$13,835.00

Employee + Two or more \$19,608.00

HMO Medical Plans

For Plan Year 2017, beginning January 1, 2017, 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:

Employee only \$5,544.00

Employee + One \$11,352.00

Employee + Two or more \$16,080.00

Retroactive reimbursement shall be provided for Plan Year 2017 to Unit Members employed by the District between January 1, 2017 and December 31, 2017. Retroactive 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:

Employee only \$6,036.00

~~Employee + One \$12,372.00~~  
~~Employee + Two or more \$17,520.00~~

~~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. This amount will be the new health benefit cap.~~

~~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 Raetzka.~~

#### ~~POS/PPO Medical Plans~~

~~The District shall pay the actual cost of insurance premiums for full-time employees and their dependents who participate in the POS/PPO medical plans up to the following rates per tier:~~

~~Employee only \$6,323.40~~  
~~Employee + One \$13,038.00~~  
~~Employee + Two or more \$18,522.70~~

#### (2) Dental Coverage

##### HMO Dental Plan

The District shall pay the premiums for full-time employees and their dependents who participate in the HMO Dental plan up to the following rates by tier:

Employee only \$186.20  
Employee + One \$377.40  
Employee + Two or more \$555.00

##### PPO Traditional Dental Plan

The District shall pay the premiums for full-time employees and their dependents who participate in the PPO Dental Plan up to the following rates by tier:

Employee only \$587.30  
Employee + One \$1,274.50  
Employee + Two or more \$1,732.70

#### (3) Vision Coverage

The District shall contribute annually to the VSP (vision) plan on behalf of its full-time employees as follows:

Employee Only	\$125.20
Employee + One	\$240.50
Employee + Two or More	\$362.50

(4) Life Insurance with a \$30,000.00 term policy

- 13.1.1 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.
- 13.1.2 Insurance premium costs that exceed the tier of coverage elected by an employee shall be paid by the employee through equal monthly deductions.
- 13.2 Long term substitutes and temporary Unit Members who work in positions which are known by the District to be for a full semester or more in duration shall receive the health and welfare benefits enumerated in 13.1. Long term substitutes and temporary Unit Members who work in positions which are not known by the District to be for a full semester or more shall not be eligible for health and welfare benefits.
- 13.3 Health and welfare benefits as enumerated in 13.1 shall remain in force until September 30 for any eligible Unit Member who completes his/her service to the District and is employed on the last school day of the prior school year. Health and welfare benefits for employees who terminate from the District prior to the completion of the school year shall remain in force until the first day of the following month.
- 13.4 District contributions for eligible Unit Members working less than full time shall be on a pro rata basis in relation to actual hours worked.
- 13.5 Unit Members must be under contract for at least 20 hours weekly or three teaching periods daily for group health insurance benefits. For new certificated employees hired on or after September 1, 2005, Health and Welfare Benefits shall begin the first day of the month following 30 calendar days of employment.
- 13.6 Insurance coverage shall be continued for Unit Members on leave from the District under the following circumstances only:
- 13.6.1 The Unit Member has been granted a bona fide leave by the Board of Trustees, e.g., sabbatical leave, sick leave, military leave, family care leave etc., where the Unit Member remains in a paid status. Premiums for the payment of health insurance coverage for dependents will be automatically deducted from the Unit Member's paycheck and the District will continue to

make its contribution. In the event the Unit Member's salary is discontinued for any reason but the leave is still in force, the Unit Member will be permitted to continue coverage entirely at his/her own expense pursuant to 10.15.2.

- 13.6.2 In the event the Unit Member wishes to discontinue insurance coverage while on official paid leave, he/she should so notify the Insurance/Risk Management Department in writing.

13.7 Retiree Health Benefits

- 13.7.1 Employees who commence STRS service retirement, and are eligible and enrolled in a District health benefit plan at time of retirement, shall be eligible to receive District paid medical benefits for the retired employee only, subject to the following conditions:

13.7.1.1 The employee must be at least 55 years of age at the time of retirement.

13.7.1.2 The employee must have completed at least 10 years of consecutive service to the District at the time of retirement.

13.7.1.3 The percentage of District premium payment shall be according to the following scale of District service:

10 years of service = 50% District paid premium  
11 years of service = 55% District paid premium  
12 years of service = 60% District paid premium  
13 years of service = 65% District paid premium  
14 years of service = 70% District paid premium  
15 years of service = 75% District paid premium  
16 years of service = 80% District paid premium  
17 years of service = 85% District paid premium  
18 years of service = 90% District paid premium  
19 years of service = 95% District paid premium  
20 years of service = 100% District paid premium

Any balance required for full payment of the health benefit premiums must be paid by the employee and the District may, at its sole option, prescribe regulations regarding time and form of receipt of the employee contribution.

A participant in the retiree health benefit program may provide the above coverage for his or her eligible dependents by paying the full cost of the District rate for the annual premium for such dependents.

- 13.7.1.4 When the retiree reaches age 65, the District contribution and all retiree and dependent participation in a District health benefit plan shall cease, unless permitted by the plan and state or federal law.
- 13.8 Unit Members eligible for health and welfare benefits hired on or after September 1, 2005, Health and Welfare Benefits shall begin the first day of the month following 30 calendar days of employment. During the open enrollment period, all Unit Members eligible for health and welfare benefits shall have the option of securing or deleting coverage for themselves and any or all eligible dependents.
- 13.8.1 After the end of the one calendar month period enumerated in 13.10 all Unit Members eligible for health and welfare benefits shall be required to maintain the selected coverage or lack of coverage for 12 months or until the expiration of the contract with the insurance providers, whichever comes first.
- 13.8.2 During the one calendar month period enumerated in 13.10 the District agrees to make every effort to inform Unit Members eligible for health and welfare benefits of the coverage offered and the one calendar month enrollment period.
- 13.8.3 A Unit Member eligible for health and welfare benefits hired after the one calendar month period enumerated in 13.10 shall be afforded the opportunity to enroll in the existing health insurance programs and enroll any and all eligible dependents for a one calendar month period beginning with the Unit Member's first day of paid service.
- 13.8.4 A Unit Member eligible for health and welfare benefits who acquires or loses an eligible dependent during a time other than the one calendar month open enrollment period enumerated in 13.10 shall be able to enroll or delete the eligible dependent for a one calendar month period beginning with the date of the acquisition or loss of an eligible dependent.
- 13.9 The District shall provide the opportunity for qualified employees to enroll in a Section 125 plan, pursuant to the appropriate State and Federal regulations. It is understood that the employees will pay any and all administrative costs related to the administration of this plan.

13.10 Outside Vendors shall not be given access to Unit members without the approval of the Association.

## ARTICLE 14 - Wages

- 14.0 All Unit Members, other than those holding the position of psychologist, those with waivers, intern, or designated provisional credentials, or those paid on an hourly basis, shall receive compensation for their services according to the salary schedule of Appendix A. All psychologists shall be paid in accordance with Appendix B. All Speech Pathologists shall be paid in accordance with Appendix C. All extra duty pay shall be paid in accordance with Appendix D. All members without a base credential shall be paid in accordance with Appendix E and F.

### ~~14.0.1 Increase all salary schedules:~~

~~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.~~

2019-2020: Each cell of the current 2019-2020 salary schedule shall be increased on an ongoing basis by 3% retroactive to July 1, 2019. Only current District employees (employed as of the date of ratification by the parties) who are not subject to resignation or retirement agreements shall be entitled to the retroactive pay increase. No former District employees or employees who are subject to a resignation or retirement agreement shall be entitled to the retroactive pay increase. Cross-reference Article 1 for the 2020-2021 and 2021-2022 reopeners on salary.

### 14.1 Initial Step and Column Placement

- 14.1.1 The maximum step allowed for comparable teaching experience prior to District employment shall be Step 12 for members who receive an initial contract on or after July 1, 2002.

14.1.1.1 As of July 1, 2007, the maximum step allowed for comparable teaching experience prior to District employment shall be Step 11.

14.1.1.2 No new hires will be placed on Column D without a Master's Degree.

14.1.1.3 Comparable teaching experience as referenced in Article 14.3.1 and 14.3.1.1 shall pertain to those individuals who have taught.

with a valid credential in a public or private school that is accredited by the state of California for public schools.

14.1.2 Full-time clinical experience in the private sector for speech pathologists who hold a Certificate of Clinical Competence (CCC) prior to District employment, may be used for step placement upon verification.

14.1.3 District nurses should receive step credit for school/pediatric nurse experience.

14.1.4 Psychologists shall receive credit for appropriate work experience with a maximum step entry placement on Step 6.

14.1.4.1 As of July 1, 2007, psychologists shall receive credit for appropriate work experience with a maximum step entry placement of Step 5.

14.1.5 Newly hired Unit Members must submit official transcripts verifying course completion in addition to verification of prior teaching/service experience for initial salary placement.

#### 14.2 Step and Column Advancement

14.2.1 Step advancement on the salary schedule shall be given for each year of certificated employment with the District.

14.2.2 No Unit Member shall receive a step advancement unless the Unit Member has been in direct service to the District and not on leave, other than sabbatical leave or study leave, working at least .75 FTE. Unit Members who work less than a full-time contract shall be granted one year's salary advancement every two years if they work between .40 FTE and .75 FTE.

14.2.3 Unit Members may be advanced on the salary schedule on the basis of educational units they have taken beyond the Bachelor's Degree. Course credit for salary placement shall be given for post graduate, upper division or graduate work taken at schools as defined in 14.2.7 and/or participation in District approved staff development activities. Unit Members shall move across the salary schedule in accordance with the unit requirements for each column as defined in Appendix A.

14.2.4 Lower division coursework may be approved for column advancement on a case by case basis.

14.2.5 Evidence substantiating claims for advancement on the salary columns must be submitted to Human Resource Services as follows:

14.2.5.1 Units must be completed by September 30 and submitted no later than October 31 for salary adjustment. All adjustments that meet these criteria will be made retroactive to the first working day.

14.2.5.2 Units completed after September 30 must be submitted no later than the last working day of January. Adjustments will be made effective February 1.

14.2.3.3 Units completed after the last working day of January must be submitted no later than April 30 for salary adjustment. Adjustment will be made effective May 1.

~~14.2.5.1 Units completed prior to the first working day in the contracted school year (fall) must be submitted no later than October 31 for salary adjustment. Adjustment will be made retroactive to the first working day.~~

~~14.2.5.2 Units completed after the first teaching day in the contracted school year must be submitted no later than April 30 for salary adjustment. Adjustment will be made effective May 1.~~

14.2.5.32 The burden of proof of experience, possession of credentials, and other required documents shall lie with the employee, both for initial placement and for subsequent advancement. Any error in salary placement shall be corrected as soon as the error is verified.

14.2.5.43 A written verification of accumulated units will be given to the employee on an authorized District form within five days of written request by the employee.

14.2.6 Unit Members may move across the columns on the salary schedule based upon completion of sufficient coursework. Unit Members who wish to advance from Column A through C must take coursework that relates to their teaching assignment, subject matter, and/or instructional methodology or credential.

14.2.6.1 As of July 1, 2007, Unit Members who wish to advance from Column A through D must take coursework that relates to their teaching assignment, subject matter, and/or instructional methodology or credential.

14.2.6.2 For purposes of this section, graduate units shall be evaluated as follows:

Semester unit = 15 hours of seat time



Quarter unit = 10 hours of seat time or two-thirds of Column A  
Continuing Education unit = 10 hours of seat time

- 14.2.6.3 Course credit may be achieved through graduate class units, approved workshops or courses by approved educational institutions, such as California Department of Education or Orange County Department of Education, or other methods, if unit credit can be determined. Conference/workshop attendance at these or other institutions/associations paid for by the District may not be used for step/column advancement. Graduate work approvals must be completed for any course or institution not preapproved by the District or for any course provided in a distance learning on-line format.

14.2.6.4

College/university coursework units submitted for column advancement must be obtained at an institution accredited by the Western Association of Schools and Colleges or similar accreditation association, such as continuing education units available to speech pathologists from their professional organizations. Unit Members attending District workshops/courses must choose between obtaining course credit or reimbursement from their annual allotment of professional development hours. Individuals must select this option no later than the date of the class.

14.2.6.5

Coursework submitted for column advancement must be accomplished outside the professional day in accordance with Article 5.

14.2.6.6

Unit Members on Column B as of July 1, 2007 who have completed at least 51 semester units of approved coursework prior to August 30, 2007 will be allowed to 'grandfather' into Column D without a Master's Degree upon completion of the required 75 units in the prescribed timelines. To be eligible for this exemption, these 51 units must be submitted to Human Resource Services no later than October 31, 2007.

Unit Members on Column C as of July 1, 2007 are exempt from the Master's Degree requirement for advancement to Column D.

Unit Members on Column D as of July 1, 2007 are exempt from the Master's Degree requirement.

14.2.7

All

units are subject to the following conditions:

- 14.2.7.1 Use of college or university courses or non-District-sponsored workshops that are not on the District's pre-approved list for column advancement will require individuals to submit a Graduate Work Approval form. Graduate Work Approval forms must be submitted for all independent study courses or projects. This form must be submitted 20 working days in advance of the course starting date and signed by the site administrator. Final approval shall be made by the appropriate Cabinet level administrator or designee not more than 20 working days following the receipt of the form. If the request for unit(s) is not denied within the 20 days, the units will be considered approved. Units shall be compensated in accordance with 14.4.5.

A grade report or transcript will be used to verify completion of a college/university course. Attendance at District workshops and courses will be verified by the staff development sign-in sheets and transcripts. For all other non-university courses or workshops, the presenter must sign, date and record the number of hours on the bottom of the Graduate Work Approval/Longevity Verification Form.

Units may be submitted for approval in extraordinary circumstances after the first class meeting. Extraordinary circumstances include, but are not limited to, the cancellation of a class at the first class meeting. Units submitted after the second class meeting shall not be considered, unless approved by the appropriate Cabinet level administrator.

- 14.2.7.2 The approved units shall meet one of the following:

- (1) Be required for a degree in the present teaching field;
- (2) Be required for a certificate needed for the employee's present position;
- (3) Be required for an organized program of a credential or advanced degree in an educationally related field;
- (4) Be required for an individual's current teaching assignment and/or needs of the District;
- (5) Provide background or resource material for the Unit Member which will directly benefit the students in his/her class(es);
- (6) Be required for a special education or bilingual certificate;
- (7) Be required for supplementary authorization for a Unit Member currently on an assignment waiver.

- 14.2.7.3 Unless permission is received from the appropriate Cabinet level administrator, on the recommendation of the immediate supervisor, all college/university coursework will be of upper division or graduate level. Lower division coursework may be approved for column advancement on a case-by-case basis.
- 14.2.7.4 Unless permission is received from the appropriate Cabinet level administrator, on the recommendation of the immediate supervisor, unit credits will not be allowed for courses similar to those already completed.
- 14.2.7.5 All units must be verified by official college transcript, official grade card, staff development transcript and in accordance with 14.2.5.
- 14.2.7.6 All units must be successfully completed with a grade of "C" or above at an accredited institution of higher learning or a "pass" grade in the case of a "pass/fail" course.
- 14.2.7.7 The Board of Trustees may approve, for salary credit, vocational institutes available only from industry and not offered on a college or university level. Credit equivalent to one unit of similar college credit may be granted for each 15 hours of verified instruction. The institute and the Unit Member participating must be approved in advance by the Board if the Unit Member is to be granted salary schedule credit in terms of approved graduate units.
- 14.2.8 The District shall provide upon request a statement indicating a Unit Member's current placement on the salary schedule. Such request may be made any time after October 31 of any school year.
- 14.3 Master's or Doctoral Degree Compensation
  - 14.3.1 The District shall provide for additional compensation beyond those described above and as listed in Appendix A, ~~and Appendix B, C, E, and F~~ for those Unit Members who have received a Master's or Doctoral Degree from an institution accredited by Western Association of Schools and Colleges or similar accreditation association and who have applied in accordance with the provisions of 14.2.5.
    - 14.3.1.1 Beginning July 1, 2019 Master's and Doctoral degrees will receive additional compensation based on 3.75 % of Column A, Step 1 of Certificated Salary Schedule Appendix A.

- 14.3.2 Requests to participate in an accredited institution's Master's or Doctoral program must be submitted 20 working days in advance of the first course start date. Institutions must be on the District-approved list. If the institution is not on the approved list, candidates must appeal to the Course Approval Committee.
- 14.3.3 Unit Members entering a Master's or Doctoral program not on the District's pre-approved list shall attach to the Graduate Work Approval form a list of classes to be completed and the expected date of completion of the program. The form must be submitted to the appropriate Cabinet level administrator 20 working days prior to the start of the first class. In the event any of the approved classes need to be changed or substituted, an additional Graduate Work Approval form must be completed for each new class.
- 14.3.4 An advanced degree shall be considered to have been granted at the time a Unit Member has completed all advanced degree requirements, as shown by the transcripts or official verification letter from the registrar's office of the granting institution, even though the actual conferring of the degree may not occur until a later date. All evidence of an advanced degree completion shall be filed with Human Resource Services in accordance with the prescribed provisions.

14.4 Additional compensation is obtainable by completing training in a District certificate program (e.g., RIC, AAA) resulting in improved instructional techniques. Yearly compensation is awarded for each certificate earned.

#### 14.5 Longevity Increments

- 14.5.1 For the 2006-07 school year, those Unit Members, except psychologists, meeting District standards, shall be provided longevity increments on the sixteenth, twentieth, and twenty-fourth consecutive years of service based upon service which has been recognized by the District for salary schedule placement or advancement, at the columns and amounts indicated in Appendix A. Psychologists shall be provided longevity increments on the tenth, sixteenth, twentieth and twenty-fourth consecutive years of service based upon service which has been recognized by the District for salary schedule placement or advancement, at the steps indicated in Appendix B.

For the 2007-08 school year, those Unit Members, except psychologists, meeting District standards, shall be provided longevity increments on the fifteenth, nineteenth and twenty-third consecutive years of service based upon service which has been recognized by the District for salary schedule placement or advancement, at the columns and amounts indicated in Appendix A. Psychologists shall be provided longevity increments on the ninth, fifteenth, nineteenth and twenty-third consecutive years of service based upon service which has been recognized by the District for salary schedule placement or advancement, at the steps indicated in Appendix B.

- 14.5.1.1 A District approved leave of absence shall not be considered an interruption in the determination of consecutive years; however, such leave shall not be considered a period of service for longevity increments.

14.6 Salary Payment

- 14.6.1 Except as otherwise agreed by the District and Association, salary warrants shall be drawn on an 11 month basis.

14.7 Hourly Service Rate

- 14.7.1 The extended contract hourly rate shall be \$30.00 per hour for Unit Members who perform duties that do not include direct instruction to students; and ~~\$35.00 per hour~~ \$50.00 per hour for Unit Members who provide direct instruction to students.

~~14.7.2 The Unit Members selected to teach during the Board approved summer school session and intersession at year round schools shall be paid an hourly rate of \$35.00 per hour. Summer School prep time shall be paid at the rate of \$30.00 per hour.~~

- 14.7.32 Unit Members who participate in voluntary District provided staff development may utilize the option of receiving additional assignment at the extended ~~teacher contract~~ hourly rate in Article 14.7.1 of \$30.00 up to the maximum number of hours available given current District staff development funding. Individuals must select their option no later than the date of the session. Employees using this option will not receive course credit for the same course. Employees will only be compensated for staff development days completed in seven hour segments.

14.7.32.1 Unit Members who have participated in voluntary District-provided staff development and are short of accumulating a seven hour increment to turn in for compensation, may do so during the period of June 1 to June 30.

14.8 Special Education Extended School Year Rate

Special Education teachers who are assigned to the severely handicapped program in the Special Education Extended Year at the ENF facility shall be paid at their full per diem rate, provided that they work a regular contractual day.

14.8.1 Severely Handicapped Programs (Daily Per Diem)

As per the bargaining agreement between the District and the Association (Article 14.10); in addition to the severely handicapped program at Dana

ENF, teachers assigned to the Severely Handicapped program at Reilly Elementary School and teachers assigned to the Autism Pre-K/K programs throughout the District also work their regular contractual day during the Extended School Year session.

- 14.8.2 Speech pathologists, nurses, and appropriately credentialed itinerant teachers for visually, orthopedically, or hearing impaired students shall be paid their hourly per diem rate, pro-rated to the number of hours worked for the summer session, or ~~\$35.00 per hour~~ the extended contract hourly rate in Article 14.7.1 of \$50.00 per hour, whichever is greater.
- 14.8.3 Any contracted District teacher who teaches 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~~ the extended contract hourly rate in Article 14.7.1 of \$50.00 per hour, whichever is greater.
- 14.8.4 Any contracted District teacher who teaches in a non-severe Special Day Class 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 ~~0\$35.00 per hour~~ the extended contract hourly rate in Article 14.7.1 of \$50 per hour, whichever is greater.
- 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~~ the extended contract hourly rate in Article 14.7.1 of \$50 per hour, whichever is greater.
- 14.8.6 ESY Summer School Guidelines for Employment

Unit members shall be selected for Extended School Year using the following criteria:

- 14.8.6.1 Has taught the subject or grade level within the past three years and holds ~~a major in the field~~ appropriate credentialing.
- 14.8.6.2 ~~Has had recent teaching experience in the field or grade level area and holds a minor in the field.~~
- 14.8.6.3 ~~Has had experience in the field and (for secondary schools) holds a major or minor in the field.~~
- 14.8.6.4 ~~Has experience, consistent with the summer school courses approved by the Board of Trustees, which use current methods, techniques, or approaches, especially in courses for students who have been unable to succeed in regular classes.~~
- 14.8.6.5 ~~In the selection of teachers, the host and feeder school applicants will have preference. Subsequent positions will be filled in accordance with the guidelines outlined above.~~

14.8.6.62 Notification of eligibility for employment does not guarantee a summer position for the teacher.

~~14.8.6.73~~ Employment is dependent upon sufficient student enrollment throughout the entire summer session. All teachers will be notified as early as possible about any changes to their summer employment status.

14.8.6.84 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.

14.8.6.95 In the event a classroom needs to be dissolved and a teacher needs to be released, the teacher will be selected in the following order: (1) Volunteers; (2) regular year substitutes/student teachers; (3) regular year temporary teachers; (4) regular year probationary teachers; (5) regular year tenured teachers.

~~14.8.6.10 The committee further recommends that the guidelines state that Special Education teachers may only teach Extended School Year classes. They will not be considered for placement in general education summer classes unless all Extended School Year classes are staffed with credentialed Special Education teachers.~~

14.8.6.116 Summer session substitutes will be paid at the current substitute teacher rate of pay.

14.8.7 All qualified Unit members shall be given the opportunity to apply for Extended School Year positions. Applications for Extended School Year positions shall be submitted by April 15 with notification of tentative assignment by the first working day in June.

~~14.8.8 The calendar for Extended School Year shall be developed with input from CUEA leadership, negotiated with the Association prior to the Unit member application process commencing on April 15.~~

#### 14.9 Summer Education Summer Assessments

If a Psychologist is assigned by an 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.

#### 14.10 Summer School Guidelines for Employment

14.10.1 All district funded classes taught during the summer months, excluding the Extended School Year Article 14.8, will be considered summer school.

14.10.2 All qualified Unit members shall be given the opportunity to apply for summer school positions. Applications for summer school shall be submitted by April 15 with notification of tentative assignment by the first working day in June.

Unit members shall be selected for summer school using the following criteria:

14.10.2.1 Has taught the subject or grade level within the past three years and holds a credential for the subject.

14.10.2.2 Has experience, consistent with the summer school courses approved by the Board of Trustees, which use current methods, techniques, or approaches, especially in courses for students who have been unable to succeed in regular classes.

14.10.2.3 In the selection of teachers, the host and feeder school applicants will have preference. Subsequent positions will be filled in accordance with the guidelines outlined above.

14.10.2.4 Notification of eligibility for employment does not guarantee a summer position for the teacher.

14.10.2.5 Employment is dependent upon sufficient student enrollment throughout the entire summer session. All teachers will be notified as early as possible about any changes to their summer employment status.

14.10.2.6 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.

14.10.2.7 In the event a classroom needs to be dissolved and a teacher needs to be released, the teacher will be selected in the following order: (1) Volunteers; (2) regular year substitutes/student teachers; (3) regular year temporary teachers; (4) regular year probationary teachers; (5) regular year tenured teachers.

14.10.2.8 Summer session substitutes will be paid at the current substitute teacher rate of pay.

14.10.3 Summer School Compensation will be paid hourly per diem, or the extended hourly rate in Article 14.7.1 of \$50 per hour, whichever is greater.

Summer school preparation will be paid at the rate of the extended contract hourly rate in Article 14.7.1 of \$30 per hour.

14.10.4 All absences from summer school except bereavements will be deducted from accumulated sick leave.



14.10.5 The calendar for summer school shall be developed with input from CUEA leadership, negotiated with the Association prior to the application process commencing on April 15.

14.11 Special Education Assessments/Therapy Additional Compensation

Referrals for additional assignment(s)/extra pay assignments(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:

14.11.1 Assessment requests (IEE, additional) that may be fulfilled by CUSD special education staff members with a specific area of expertise.

- o Cranio-facial/resonance, motor speech, and auditory processing specialist (speech)
- o Fluency, stuttering specialist (speech)
- o Deaf & Hard of Hearing and Cochlear Implant Specialist (speech)
- o Alternative Augmentative Communication Specialist (speech)
- o Neuropsychologist (psychologist)
- o Emotional Disturbance and Behavioral Disorders (psychologist)
- o Autism Spectrum Disorders (psychologist)

14.11.2 Assessment/therapy requests that are in addition to current caseloads.

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

14.11.3.1 A survey of current CUSD staff through the department lead.

14.11.3.2 Information requested will include:

- o Desire to work extra assignment(s)
- o Areas of specialized training/experience
- o Availability
- o Congruence of above information to the case (student's age, program, services, etc.)

14.11.3.3 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.

14.12 Salary Underpayment/Overpayment Recovery Plan

In order to ensure proper range and step placement for employees, cooperation is required between the employee and the District Payroll and Human Resource

Services Departments. Unit Members are requested to review their salary placement, at least annually.

Should a Unit Member believe that he/she has been improperly placed (e.g., not receiving the correct salary), the Unit Member should immediately bring this to the attention of the Payroll or Human Resource Services Departments. Should the District discover a salary error, the Unit Member will be notified in writing, at the earliest possible time after the error is noticed. A placement error that results in an incorrect payment to the Unit Member will be corrected after the District has received appropriate verifications from the Unit Member and/or County office or District department as appropriate. The statute of limitations for such corrections is three years.

~~14.10.1~~ 14.12.1 Underpayments

Should the salary placement result in an underpayment to the Unit Member (less than they should be receiving), a supplemental amount due to the Unit Member shall be included in the Unit Member's next regularly scheduled paycheck following appropriate verification. Every effort will be made to ensure timely processing, especially in those cases where hardship exists.

~~14.10.2~~ 14.12.2 Overpayments

Should an incorrect salary placement result in an overpayment to the Unit Member, as it is considered a gift of public funds, the Unit Member shall be responsible for the full repayment of any amount in excess of their appropriate salary and/or other compensation. The Unit Member shall be responsible for arranging a payment plan with the Payroll Department, resulting in the full amount being repaid during a period not to exceed the period in which the overpayment was collected. Overpayments may be repaid by personal check, cash or through payroll deduction. Any exceptions to the time period would require the approval of the Chief Financial Officer or designee.

In the event that the District and the Unit Member are unable to agree on a repayment plan which is acceptable, the Unit Member shall be notified that legal action may then be taken by the District in order to collect the overpayment amount.

Any questions regarding this section may be directed to the Payroll or Human Resource Services Departments.

~~14.11.13~~ Department Chair Selection

~~14.11.1~~ 14.13.1 Each high school shall be eligible for a total of eight positions at a 10% stipend. Each middle school shall be eligible for a total of seven positions at a 7% stipend. Stipends shall not be shared.

~~14.11.1.1~~ 14.13.1.1 Each department shall submit up to two nominees for the position of Department Chair after considering all volunteers who express interest. The names will then be forwarded to the principal. Prior to April 1 of each year, the Principal shall email the staff requesting each department begin the department chair selection process. Each department chair, during the month of April, shall allow all individuals interested in being considered by the Principal as the Department Chair for the following school year to submit their name to a vote. The department members may each vote for a minimum of one and a maximum of two nominees. The top two vote getting individuals shall have their names forwarded to the Principal for consideration. In the event there is only one name, that name shall be forwarded to the Principal for consideration.

~~14.11.1.2~~ 14.13.1.2 The Principal shall make a selection based on the names submitted, if an individual is suitable for the position.

~~14.11.1.3~~ 14.13.1.3 However, if after reviewing the qualifications of the two nominees in relation to the job responsibilities, the Principal does not feel comfortable appointing the nominees as a Department Chair, he/she may request additional names for consideration.

~~14.11.2~~ 14.13.2 The Assistant Superintendent, Education Services, or designee, shall identify designated Department Chair positions and provide a list of those remaining positions which are at the discretion of the Principal.

#### 14.14 Co-Curricular Coaching Selection and Compensation

14.14.1 Every attempt shall be made to fill vacant coaching positions from within the \_\_\_\_\_ school district. Employees from within a school site shall get first consideration \_\_\_\_\_ for any vacancy at that site. Pursuant to CA Ed Code 44919(b)

14.14.2 An announcement concerning an extra duty pay vacancy at a school site shall be emailed to all eligible certificated employees at least ten working days prior to filling an out-of-season vacancy and at least three working days prior to filling an in-season vacancy. The announcement shall include the administrator in charge of filling the position and the method of application to fill the vacancy.

14.14.3 All certificated employees who are paid an in-season coaching stipend, whether or not it is paid by district funds, shall receive all eligible bonuses in accordance with the Co-Curricular Activities Schedule (Appendix D) and all eligible STRS contributions.

14.14.4 Reductions to the funding of the co-curricular schedule or the modification and/or freezing of co-curricular stipends shall be made solely through the collective bargaining process.

14.15 Elementary School Combination Class Compensation

14.15.1 Effective July 1, 2019, teachers who are assigned to a general education elementary combination class will receive a co-curricular stipend on Appendix D of the co-curricular Schedule under Group VI of the Agreement.

## ARTICLE 23 - Extended Day Kindergarten ("EDK")

### 23.0 Purpose

The District has decided to implement an Extended Day Kindergarten program beginning in 2018-2019 as a pilot year at certain schools as provided herein followed by Districtwide implementation beginning with the 2019-2020 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 2018-2019~~

~~The District and CUEA agree to pilot full day Kindergarten at up to 11 sites for the 2018-2019 school year. Eligible sites are as follows:~~

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

~~23.1.1 Eligible sites may opt-in to participate in the EDK pilot year (2018-2019 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 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 2018-2019 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 2018-2019 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 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 2019-2020 academic year. Superintendent and CUEA President will ask employee stakeholders District-wide 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 District in 2019-2020.~~
- ~~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 2019-2020. Beginning in 2020-2021, questions or concerns regarding EDK shall be referred to the EERC.~~

23.31 Instructional Classroom Time

- 23.31.1 EDK instructional classroom time shall be 292 the same as grades 1-3 minutes daily.
- 23.31.2 EDK teachers shall receive priority to scheduling computer/library and other school-wide programs.

23.42 Class Size

- 23.42.1 Notwithstanding Article 8, EDK classes shall have a staffing ratio of 28.5:1.
  - 23.42.1.1 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.. in lieu of the monthly preparation time release day.

23.53 Preparation Time and Classroom Supplies

23.53.1 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.

23.3.2 Prior to the first year of implementation of EDK, sites will receive \$2,000 per Kindergarten, K/1 combination, and Special Day classrooms that contain kindergarten students (STARS, SAC, TBIC, etc.) to help purchase supplies and materials.

23.3.2.1 Funds are provided for each new EDK classroom in its initial implementation year. For EDK Pilot schools the implementation year was 2018-19. For all other schools the implementation year is 2019-20. If any school adds Kindergarten classrooms in the future, a \$2,000 allocation will be provided to support supplies and resources for that classroom.

23.3.3 Kindergarten teachers will receive up to two (2) substitute days or seven (7) hours of additional assignment pay for conducting incoming Kindergarten assessments prior to the start of the school year. Conducting incoming Kindergarten assessments prior to the start of the school year is voluntary.

23.64 Duties

23.64.1 EDK teachers should not have more duties than any other teacher on school site.

23.75 Dismissal

23.75.1 All EDK students are to be dismissed ten (10) minutes earlier than grades 1-5 students. For example, if grades 1-5 dismiss at 2:05 pm, Kindergarten dismissal would be a 1:55 pm.

23.75.2 The EDK dismissal time is for the purpose of ensuring students leave by the general dismissal time. This 10 minute time is not considered a duty. EDK teachers do not need to remain with students after the general dismissal time.

23.86 Dispute Resolution

23.86.1 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.

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

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

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

MEMORANDUM OF UNDERSTANDING (2018-2019)

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 2018-2019 school year:

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, 2019.

APPROVED:

  
\_\_\_\_\_  
Capistrano Unified School District

5/18/18  
\_\_\_\_\_  
Date

APPROVED:

  
\_\_\_\_\_  
Capistrano Unified Education Association

5/18/18  
\_\_\_\_\_  
Date

**CAPISTRANO UNIFIED SCHOOL DISTRICT  
BOARD REPORT**

To: Board of Trustees

From: Tim Brooks, Associate Superintendent, Human Resource Services

Date: December 19, 2019

Board Item: Recommendation of Revised Employment Agreement with Capistrano Unified Management Association, July 1, 2019 – June 30, 2021

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**HISTORY**

The Governor's budget proposal and adopted budget for 2019-2020 included additional revenue eliminating the need to continue to request employee compensation reductions in order for the District to adopt a balanced budget for the 2019-2020 school year. Since then, the Governor's budget proposals continue to include increases in funding.

**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.

**CURRENT CONSIDERATIONS**

The purpose of this agenda item is to seek approval of revising the 2019-2021 employment agreement between the Capistrano Unified Management Association (CUMA) and the District. The employment agreement would provide management employees a 3.45% on schedule salary increase effective July 1, 2019 and 0.6% on schedule salary increase for the 2020 – 2021 school year. This agreement also includes an increase in additional assignment hour rates for administrators to \$70 dollars per hour, an increase in stipend rate for Master's degrees for classified managers from \$1,900 to \$2,064, and an increase in the stipend rate for Doctoral degrees for certificated and classified managers from \$1,900 to \$2,064.

**FINANCIAL IMPLICATIONS**

Costs have been included within the 2019-2020 operational budget and multi-year projections. The total fiscal impact of this salary adjustment is approximately \$1,082,640 for 2019-2020 and \$212,160 for 2020-2021.

**STAFF RECOMMENDATION**

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

Following discussion, it is recommended the Board of Trustees approve the revised employment agreement for CUMA for July 1, 2019 – June 30, 2022.

**PREPARED BY:** Tim Brooks, Associate Superintendent, Human Resource Services

**CAPISTRANO UNIFIED SCHOOL DISTRICT  
BOARD REPORT**

To: Board of Trustees

From: Kirsten M. Vital, Superintendent

Date: December 19, 2019

Board Item: Recommendation to Approve Amendment No. 3 to Amended Contract for Employment of Deputy Superintendent, Business and Support Services, July 1, 2019 – June 30, 2023

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**HISTORY**

The Deputy Superintendent position within the District is a contracted position. Per contract language, the Deputy Superintendent is evaluated by the Superintendent annually.

**BACKGROUND INFORMATION**

This amendment is the third amendment to the Deputy Superintendent's contract.

**CURRENT CONSIDERATIONS**

This item presents for Board consideration of an amendment to the current contract language for the Deputy Superintendent, Clark Hampton to receive the following provision in Paragraph 2 of the Agreement:

**2. Salary**

**2.1** The current salary of the Deputy Superintendent is Two Hundred Fifty-Eight Thousand One Hundred Sixty-Two Dollars (\$258,162.00) per year.

The salary of the Deputy Superintendent, Business and Support Services, effective July 1, 2019, shall be Two Hundred Sixty-Seven Thousand One Hundred-Twenty Dollars (\$267,120) per year.

The salary of the Deputy Superintendent, Business and Support Services, effective July 1, 2020, shall be Two Hundred Sixty-Eight Thousand Nine Hundred Thirty-Six Thousand (\$268,936) per year.

The salary of the Deputy Superintendent, Business and Support Services shall be payable in equal monthly payments for the length of the Amended Contract as amended herein and continuing for the remainder of the Amended Contract term with proration for a period of less than a full year of service. Retroactive payments shall be made for the salary owed in arrears for July 1, 2019 to present.

**FINANCIAL IMPLICATIONS**

The expenditures related to this amendment were previously authorized as part of the District's budget approval process.

Current	2019/20	2020/21
	3.47%	.68%
258,162.00	267,120.00	268,936.00

**STAFF RECOMMENDATION**

It is recommended the Board of Trustees approve the Amendment No. 3 to Amended Contract for Employment Agreement between the District and the Deputy Superintendent, Business and Support Services.

**PREPARED BY:** Colleen Hayes, Manager II Board Operations/Superintendent's Office

**APPROVED BY:** Kirsten M. Vital, Superintendent

**CAPISTRANO UNIFIED SCHOOL DISTRICT**  
**33122 Valle Road**  
**San Juan Capistrano, California**

**AMENDMENT NO. 3 TO AMENDED CONTRACT FOR EMPLOYMENT OF DEPUTY SUPERINTENDENT  
BUSINESS AND SUPPORT SERVICES**

This Amendment No. 3 to Amended Contract for Employment of Deputy Superintendent, Business and Support Services ("Amendment No. 3") is made and entered into December 19, 2019, by and between the Board of Trustees ("Board") of Capistrano Unified School District ("District") in the County of Orange, State of California, and Clark Hampton, Deputy Superintendent, Business and Support Services.

**RECITALS**

**WHEREAS**, the District employs the Deputy Superintendent, Business and Support Services pursuant to an Amended Contract for Employment of Deputy Superintendent, Business and Support Services ("Amended Contract") dated May 25, 2016;

**WHEREAS**, the Amended Contract was amended by Amendment No. 1 to Amended Contract for Employment of Deputy Superintendent Business and Support Services dated April 25, 2018 ("Amendment No. 1");

**WHEREAS**, the Amended Contract was amended by Amendment No. 2 to Amended Contract for Employment of Deputy Superintendent Business and Support Services dated June 2, 2019 ("Amendment No. 2") and,

**WHEREAS**, the District and the Deputy Superintendent, Business and Support Services desire to further amend the Amended Contract.

**NOW, THEREFORE**, the Board offers, and the Deputy Superintendent, Business and Support Services accepts, the following further amendments to the Amended Contract:

**1. Paragraph 2 of the Amended Contract is hereby partially amended as follows:**

**2. SALARY**

**2.1** The current salary of the Deputy Superintendent is Two Hundred Fifty-Eight Thousand One Hundred Sixty-Two Dollars (\$258,162.00) per year.

The salary of the Deputy Superintendent, Business and Support Services, effective July 1, 2019, shall be Two Hundred Sixty-Seven Thousand One Hundred-Twenty Dollars (\$267,120) per year.

The salary of the Deputy Superintendent, Business and Support Services, effective July 1, 2020, shall be Two Hundred Sixty-Eight Thousand Nine Hundred Thirty-Six Thousand (\$268,936) per year.

The salary of the Deputy Superintendent, Business and Support Services shall be payable in equal monthly payments for the length of the Amended Contract as amended herein and continuing for the remainder of the Amended Contract term with proration for a period of less than a full year

of service. Retroactive payments shall be made for the salary owed in arrears for July 1, 2019 to present.

**3. Other Provisions:** All other terms and conditions of the Amended Contract, as amended by Amendment No. 1 and Amendment No. 2, including its specifically numbered paragraphs and subparagraphs, remain unchanged, in full force and effect.

**IN WITNESS**, we affix our signatures to this Amendment No. 3 as the full and complete understanding of the relationships and agreements between the parties.

On Behalf of the BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT:

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Signature, Jim Reardon, President Board of Trustees

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Date

I, Clark Hampton accept the Board's offer of employment and agree to comply with the Amended Contract, as amended by this Amendment No. 3, and fulfill all of the duties required herein as the Deputy Superintendent, Business and Support Services of Capistrano Unified School District.

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Signature, Deputy Superintendent, Business and Support Services

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Date



**CAPISTRANO UNIFIED SCHOOL DISTRICT  
BOARD REPORT**

To: Board of Trustees

From: Jim Reardon, Board President

Date: December 19, 2019

Board Item: Recommendation to Approve Amendment No. 4 to Employment Agreement between the Board of Trustees of the Capistrano Unified School District and Kirsten M. Vital, Superintendent, July 1, 2017 – June 30, 2023

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**HISTORY**

The Superintendent position within the District is a contracted position. Per contract language, the Superintendent is evaluated by the Board of Trustees annually.

**BACKGROUND INFORMATION**

This amendment is the fourth amendment to the Superintendent's contract.

**CURRENT CONSIDERATIONS**

This item presents for Board consideration an amendment to the current contract language for the Superintendent, Kirsten Vital to receive the following provision in Paragraph 2 of the Agreement:

**2.1** The salary of the Superintendent shall be as follows:

- (a) For the 2017/2018 fiscal year: Three Hundred Twenty-Two Thousand Four Hundred Thirty-Six Dollars (\$326,466), retroactive to July 1, 2017.
- (b) For the 2018/2019 fiscal year: Three Hundred Twenty-Nine Thousand Seven Hundred Thirty-One Dollars (\$329,731), retroactive to July 1, 2018.
- (c) For the 2019/2020 fiscal year: Three Hundred Forty-One Thousand One Hundred Seventy-Three Dollars (\$341,173), retroactive to July 1, 2019.
- (d) For the 2020/2021 fiscal year: Three Hundred Forty-Three Thousand Four Hundred Ninety-Three Dollars (\$343,493).

The Superintendent's salary shall be payable in twelve (12) equal installments in accordance with the District's normal payment cycle, and prorated for any partial month's service and continuing for the remainder of this Agreement term with proration for a period of less than a full year of service.

The daily rate for the purpose of prorating the annual salary provided for in the Agreement shall be: (a) One Thousand Four Hundred Fifty-One Dollars (\$1,451) for the 2017/2018 fiscal year, (b) One Thousand Four Hundred Sixty-Five Dollars (\$1,465) for the 2018/2019 fiscal year, (c) One Thousand Five Hundred Sixteen Dollars (\$1,516) for the 2019/2020 fiscal year, and (d) One Thousand Five Hundred Twenty-Seven Dollars (\$1,527) for the 2020/2021 fiscal year,

**2.3** For the 2021/2022 and 2022/2023 fiscal years, the annual salary may be increased at the sole discretion of Board. Any increase in salary shall be discussed and approved in open session at a regular Board meeting pursuant to Government Code Section 54956, subdivision (b). A change in salary during the term of the Agreement shall not constitute the creation of a new contract or extend the termination date of the Agreement.

### **FINANCIAL IMPLICATIONS**

The expenditures related to this amendment were previously authorized as part of the District's budget approval.

Current	2018/19	2019/20	2020/21
	1.00%	3.47%	.68%
326,466.00	329,731.00	341,173.00	343,493.00

### **STAFF RECOMMENDATION**

It is recommended the Board of Trustees approve Amendment No. 4 for the Employment Agreement between the District and Kirsten M. Vital, Superintendent.

**PREPARED BY:** Colleen Hayes, Manager II, Board Operations/Superintendent's Office

**APPROVED BY:** Jim Reardon, Board President

**CAPISTRANO UNIFIED SCHOOL DISTRICT**  
**33122 Valle Road**  
**San Juan Capistrano, California**

**AMENDMENT NO. 4 TO EMPLOYMENT AGREEMENT BETWEEN THE BOARD OF TRUSTEES OF THE  
CAPISTRANO UNIFIED SCHOOL DISTRICT AND KIRSTEN M. VITAL, SUPERINTENDENT**

This Amendment No. 4 to Employment Agreement between the Board of Trustees of the Capistrano Unified School District and Kirsten M. Vital, Superintendent ("Amendment No. 4") is made and entered into December 19, 2019, by and between the Board of Trustees ("Board") of Capistrano Unified School District ("District") in the County of Orange, State of California, and Kirsten M. Vital, Superintendent ("Superintendent").

**RECITALS**

**WHEREAS**, the District employed the Superintendent pursuant to an Employment Agreement ("Agreement") dated November 13, 2014;

**WHEREAS**, the Agreement was amended by Amendment No. 1 to Employment Agreement between the Board of Trustees of the Capistrano Unified School District and Kirsten M. Vital, Superintendent dated June 8, 2016 ("Amendment No. 1"), thereafter further amended by Amendment No. 2 to Employment Agreement between the Board of Trustees of the Capistrano Unified School District and Kirsten M. Vital, Superintendent dated February 28, 2018 ("Amendment No. 2"), and thereafter further amended by Amendment No. 3 to Employment Agreement between the Board of Trustees of the Capistrano Unified School District and Kirsten M. Vital, Superintendent dated June 12, 2019 ("Amendment No. 3"); and,

**WHEREAS**, the District and the Superintendent desire to further amend the Agreement.

**NOW, THEREFORE**, the Board offers, and the Superintendent accepts, the following further amendments to the Agreement:

**1. Paragraph 2 of the Agreement is hereby partially amended as follows:**

**2. SALARY**

**2.1** The salary of the Superintendent shall be as follows:

**(a)** For the 2017/2018 fiscal year: Three Hundred Twenty-Two Thousand Four Hundred Thirty-Six Dollars (\$326,466), retroactive to July 1, 2017.

**(b)** For the 2018/2019 fiscal year: Three Hundred Twenty-Nine Thousand Seven Hundred Thirty-One Dollars (\$329,731), retroactive to July 1, 2018.

**(c)** For the 2019/2020 fiscal year: Three Hundred Forty-One Thousand One Hundred Seventy-Three Dollars (\$341,173), retroactive to July 1, 2019.

**(d)** For the 2020/2021 fiscal year: Three Hundred Forty-Three Thousand Four Hundred Ninety-Three Dollars (\$343,493).

The Superintendent's salary shall be payable in twelve (12) equal installments in accordance with the District's normal payment cycle, and prorated for any partial month's service and continuing for the remainder of this Agreement term with proration for a period of less than a full year of service. The daily rate for the purpose of prorating the annual salary provided for in the Agreement shall be: (a) One Thousand Four Hundred Fifty-One Dollars (\$1,451) for the 2017/2018 fiscal year, (b) One Thousand Four Hundred Sixty-Five Dollars (\$1,465) for the 2018/2019 fiscal year, (c) One Thousand Five Hundred Sixteen Dollars (\$1,516) for the 2019/2020 fiscal year, and (d) One Thousand Five Hundred Twenty-Seven Dollars (\$1,527) for the 2020/2021 fiscal year,

**2.3** For the 2021/2022 and 2022/2023 fiscal years, the annual salary may be increased at the sole discretion of Board. Any increase in salary shall be discussed and approved in open session at a regular Board meeting pursuant to Government Code Section 54956, subdivision (b). A change in salary during the term of the Agreement shall not constitute the creation of a new contract or extend the termination date of the Agreement.

**3. Other Provisions:** All other terms and conditions of the Agreement including its specifically numbered paragraphs and sub-paragraphs, as amended by Amendment No. 1, Amendment No. 2 and Amendment No. 3, remain unchanged, in full force and effect.

**IN WITNESS**, we affix our signatures to this Amendment No. 4 as the full and complete understanding of the relationships and agreements between the parties.

On Behalf of the BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT:

\_\_\_\_\_  
Signature, Jim Reardon, President Board of Trustees

\_\_\_\_\_  
Date

I, Kirsten M. Vital accept the Board's offer to amend the Agreement as set forth in this Amendment No. 4 and I shall fulfill all of the duties required as the Superintendent of Capistrano Unified School District in compliance with the Agreement, as amended.

\_\_\_\_\_  
Signature, Kirsten M. Vital, Superintendent

\_\_\_\_\_  
Date