

**Agreement Between  
Capistrano Unified School District  
and  
California School Employees Association  
Capistrano Chapter 224**

**For the period  
July 1, 2018 to June 30, 2021**



**AFL-CIO**

CAPISTRANO UNIFIED SCHOOL DISTRICT  
33122 Valle Road  
San Juan Capistrano, California 92675

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Human Resource Services

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION**

Chapter 224

Ronda Walen  
President

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## **ARTICLE 1 - Agreement**

- 1.1 This Agreement is made and entered into this twenty-ninth day of June 2020 by and between the Capistrano Unified School District, hereinafter referred to as “District,” and the California School Employees Association and its Capistrano Chapter 224, hereinafter referred to as “Association” or “CSEA.”
- 1.2 This agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code.
- 1.3 Except as noted in Section 1.4 and 1.5, all articles of this agreement shall remain in full force and effect from July 1, 2018, until June 30, 2021, when it shall terminate.
- 1.4 Notwithstanding the provisions of Section 1.5, either party to this Agreement shall have the right to reopen two articles for fiscal year 2020-2021 negotiations. In addition, the Association shall have the right to open articles 6 and 9 for the 2020-2021 negotiations.
- 1.5 Articles 11 and 12 are to be reopened each year.

## **ARTICLE 2 - Recognition**

- 2.1 The District recognizes the Association as the exclusive bargaining representative in accordance with Section 3540.1(e), Chapter 10.7 of Division 4 of Title 1 of the Government Code.
- 2.2 Representation  

The exclusive representative shall represent classified employees who are full-time or part-time probationary and permanent employees and are not excluded under Section 2.3 or applicable laws.
- 2.3 The exclusive representative shall not represent substitute employees, short-term employees, temporary employees, exempt employees, student employees, or restricted employees per the Education Code and management, confidential, and supervisory employees as listed in Board Policy Number 4300 designating management and Section 2.3.1 below, or those classified employees presently represented by another exclusive representative.
  - 2.3.1 All District classifications designated confidential and any designated per Government Code Section 3540.1(c).
- 2.4 The District shall notify the Association of all newly created classified positions which shall be assigned to the bargaining unit in accordance with the requirement of Sections 2.2 above, except those which are lawfully declared management, confidential, or supervisory, and shall be assigned a salary range after negotiation with the Association.

## 2.4.1 New Classifications

### 2.4.1.1 New classifications shall be of two types:

- (1) Caused by a growth and/or expansion in responsibilities or from a combination of parts of former positions; or
- (2) Those which are new in composition and scope of responsibilities.

## **ARTICLE 3 - Hours of Employment and Overtime**

3.1 The work week and work day of all classified employees will be prorated against the schedule for full-time classified employees, which shall consist of five consecutive days, Monday through Friday, of eight hours per day and forty (40) hours per week. Work schedules may be modified upon mutual agreement of the employee and the District. Criteria for such change shall include, but not be limited to: operational and educational needs of the District; personal and family needs of the employee; welfare of students; special skills and abilities of the employee.

3.1.1 The District shall determine the starting and ending times of a particular work assignment. Changes to starting and ending times can be made when such changes do not impact the total paid duty time for the employee except as otherwise provided for in statute or in this contract. Employee shall be notified in writing 15 working days prior to the change taking effect. Reduction in the number of notification days can be made by mutual agreement of the employee and the immediate supervisor. Notification for a change in starting/ending work times may be less than 15 days if student enrollment, potential harm to students or staff, or other extenuating circumstances exist.

3.2 When the Superintendent or designee determines that the work day or work week must be extended beyond the time stated in Section 3.1 above, in order to carry on the business of the District, the following shall apply:

3.2.1 Overtime work shall be compensated at the rate of one and one-half times the employee's regular hourly rate for hours worked in excess of eight hours in one day or 40 hours in one week.

3.2.2 Hours paid for at a premium rate for hours worked in excess of eight hours in one day shall not be counted again in determining the hours worked in excess of 40 hours per week.

3.2.3 Hours worked shall be compensated at the rate of one and one-half times the employee's regular hourly rate for hours worked on the sixth consecutive day if a minimum of four hours has been worked in each of the five preceding consecutive days.

- 3.2.4 Hours worked on the seventh consecutive day shall be compensated at the rate of one and one-half times the employee's regular hourly rate.
- 3.2.5 If an employee works on a holiday designated by this agreement, the employee shall receive their normal holiday pay plus one and one-half times the employee's regular hourly pay for all hours worked on the holiday.
- 3.2.6 Overtime work will be distributed on a rotational basis equally among employees of the same classification within the department as far as it is practical and consistent with work requirements. Every effort will be made to notify employees in eligible classifications of available overtime work.
- 3.2.7 The Superintendent or designee must approve all overtime in advance.
- 3.2.8 The overtime provisions of this agreement are voided and will not be paid if the overtime was due to a critical emergency caused by a civil disaster or other such major occurrence which requires the use of school employees to meet community or school obligations.

### 3.3 Rest Periods

- 3.3.1 Classified employees of the District who work a minimum of 3.5 hours per day, but less than seven hours per day, shall be entitled to one 15 minute paid rest period per day.
- 3.3.2 Employees working a minimum of seven hours or more per day shall be entitled to two 15 minute paid rest periods.
- 3.3.3 Employees and supervisors may schedule rest periods in order to maximize operational efficiency. Accordingly, breaks and lunches can be scheduled together or separately as to provide appropriate work site coverage.
- 3.3.4 Rest periods cannot be accumulated for credit and shall be used on the day in which they are earned.
- 3.3.5 When schedules permit employees to leave the worksite during break or lunch breaks, employees and supervisors shall memorialize the plan in writing, releasing the District from any liability during that time.

### 3.4 Lunch Period

- 3.4.1 Employees who work six hours or more per day shall be entitled to an unpaid duty-free lunch period of at least 30 minutes.

- 3.4.2 Such unpaid lunch periods will be scheduled at or about the midpoint of the work schedule as practicable and consistent with requirements of the orderly operation of the District.
- 3.5 Shift Differential
  - 3.5.1 An employee in the bargaining unit whose assigned work shift begins at 2:00 p.m. or earlier than 6:00 a.m., shall be paid a shift differential premium of .39 cents per hour or \$68.00 per month (monthly) in addition to the regular rate of pay for all hours worked.
- 3.6 Recall Time
  - 3.6.1 Employees recalled to work after going home, or called to work on Saturday, Sunday, or a holiday shall be compensated with a minimum of three hours pay at time and one-half of the employee's regular hourly rate.
- 3.7 Adjustment of Work Schedules
  - 3.7.1 An employee in the bargaining unit who works 30 minutes or more per day in excess of their regular part-time work schedule for a period of 20 consecutive working days or more shall have their regular work schedule adjusted upward to reflect the longer hours, effective with the next pay period. Said adjustment shall apply to Temporary Additional Assignments (TAA). (Consistent application of Education Code Section 45137)
  - 3.7.2 If a position has an increase in hours, the employee currently holding the position will be offered the hours unless there are documented performance concerns (within the past 12 months) or the employee is in the initial probationary status. If the employee in the position declines or does not qualify for the position, refer to Article 7.2.1.1.
- 3.8 Teacher Training Days
  - 3.8.1 Any day granted as a teacher training day, teacher institute, or teacher-parent conference day by whatever name for whatever purpose is a regular workday for all employees as part of the bargaining unit provided such days fall within the employee's normal assigned work period.
- 3.9 Compensatory Time
  - 3.9.1 Compensatory time off in lieu of overtime pay may be granted at the discretion of the District, in accordance with section 3.2.7 of this article, and will be given at the appropriate rate of overtime in accordance with the provisions contained in this section.
    - 3.9.1.1 At the time the employee is offered an overtime assignment, the supervisor will inform the employee if compensatory time

is available in lieu of overtime pay. The compensatory time off shall be at the overtime rate.

- 3.9.2 Compensatory time shall be recorded on an official form. The original will be maintained by the employee's supervisor and a copy will be provided to the employee. A new copy will be provided after any change, either through additional hours added or in a reduction of hours through payment.
- 3.9.3 Upon separation from the District, for any reason, any accrued compensatory time will be paid in accordance with this Article at the earliest convenience of the District, but not to exceed 60 days from date of separation.

#### **ARTICLE 4 - Grievance Procedure**

##### 4.1 Definition of Terms

- 4.1.1 A "grievant" is an individual employee or a group of employees in the bargaining unit or the Association covered by the terms of this agreement who alleges a grievance.
- 4.1.2 A "grievance" is an allegation by a grievant or the Association that there has been a misinterpretation, a misapplication, or a violation of the specific provisions of this agreement.
- 4.1.3 A "day" is a day in which the central administrative offices of the District are open for business.
- 4.1.4 An "immediate supervisor" is the supervising administrator having immediate jurisdiction over the grievant.
- 4.1.5 A group grievance is a grievance filed by two or more employees.
- 4.1.6 If the grievance involves employees with different immediate supervisors, the grievance may be filed at Level Two, provided the Associate Superintendent, Human Resource Services or designee, agrees to such action.
- 4.1.7 Grievances involving more than one employee with the same immediate supervisor shall start at the informal level.

##### 4.2 Miscellaneous

- 4.2.1 No reprisals shall accrue to bargaining unit employees by reason of exercising their rights under this grievance procedure or for participating in any other executive board sanctioned activity.



- 4.2.2 The time limits specified at each level in the grievance procedure shall be considered to be the maximum and efforts shall be made by both parties to meet these time limits. The time limits, however, may be extended by mutual written agreement.
- 4.2.3 Failure at any level of this procedure to appeal a grievance to the next level in the specified time limits shall be deemed as acceptance of the decision as rendered.
- 4.2.4 Both parties agree that the proceedings of the grievance procedure shall be kept formal and confidential.
- 4.2.5 The grievant may seek assistance from the Association at all levels of the grievance procedure. Likewise, the District may seek assistance from outside the District at all levels of the procedure.

#### 4.3 Separate Grievance File

- 4.3.1 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel file of the participants.
- 4.3.2 A grievant or any employee of the District required to appear at any of the hearings and whose testimony is relevant shall be released without loss of pay at reasonable times and for reasonable periods, provided such release time does not interfere with the orderly operation of the District. The intent shall not be to frustrate the grievance procedure or prevent the participation of the grievant or relevant parties in a timely manner.

#### 4.4 Procedures

##### 4.4.1 Informal Level

- 4.4.1.1 Within 30 days of the occurrence or act of omission giving rise to the grievance, the grievant shall attempt to resolve the grievance by requesting, in writing, an informal conference with their immediate supervisor. The informal level conference meeting will take place within five days of the written request. The immediate supervisor will provide a written summary of the conference to the grievant or representative within five days.
- 4.4.1.2 If the grievance is not resolved at the informal conference level between the grievant and their immediate supervisor, the unit

member shall contact the Association and the supervisor shall contact Human Resource Services. The Association shall contact Human Resource Services to engage in an interest based problem solving meeting. The meeting shall be held within 10 days before proceeding to the next level.

- 4.4.1.3 If the grievance is not resolved through the interest based problem solving meeting, the grievant has five days to file a formal grievance.

#### 4.4.2 Formal Level

- 4.4.2.1 Level One. The grievant must present their grievance on the prescribed District form to their immediate supervisor. The form shall include statements indicating:

- (1) How the individual employee was adversely affected;
- (2) The specific section of the contract allegedly violated; and
- (3) The specific remedy sought by the employee to resolve the grievance.

A conference shall be held within 10 days at the written request of either the grievant or the immediate supervisor.

The immediate supervisor shall communicate their decision to the employee in writing within 10 days after the conference is held. If the immediate supervisor does not respond within the time limits, the grievant may appeal to the next level.

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

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

The department head or designee shall communicate their decision to the grievant in writing within 10 days after the appeal meeting. If the department head or designee does not

respond within the time limits, the grievant may appeal to the next level.

- 4.4.2.3 Level Three. If the grievant is not satisfied with the decision at Level Two, they may appeal the decision in writing to the Associate Superintendent, Human Resource Services within 10 days. In the event the District selects a designee rather than the named agent, the District must advise the Association of the change five days in advance of the Level Three meeting. The designee shall have the authority to resolve the grievance. The appeal shall include a copy of the original grievance, a copy of the Level Two decision, and a statement of the reasons for the appeal. The appeal shall be submitted on the prescribed form. A conference shall be held within 10 days of the receipt of the appeal.

The Associate Superintendent, Human Resource Services or designee shall communicate their decision to the grievant in writing within 10 days after the Level Three meeting. If the Associate Superintendent or designee does not respond within the time limits provided, the grievant may appeal to the next level.

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

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

The Association and the District shall attempt to agree upon an advisory arbitrator. If no agreement can be reached within five days, they shall request the California State Conciliation Service to supply a panel of five names of persons experienced in arbitration. In the event cost for the list of arbitrators is \$100.00 or more, the District will equally split the cost with the Association. Each party shall alternately strike names until only one name remains. The remaining name shall be the advisory arbitrator. The order of the striking shall be determined by lot.

The fees and expenses of the arbitrator and hearing shall be borne equally by the District and the Association. All other expenses shall be borne by the party incurring them.

The arbitrator shall, as soon as possible, hear evidence and render a recommendation to the Board of Trustees on the grievance submitted to them.

The Board of Trustees shall seriously consider the recommendation of the advisory arbitrator and shall make a determination on the grievance. Such decision, along with reasons for the decision, shall be communicated to the parties and the action of the Board shall be final and binding on all parties. Nothing stated herein shall preclude the Association from appealing the decision to a court of competent jurisdiction.

#### 4.5 Association Representation

4.5.1 An employee shall have the right to request assistance from the Association in the processing of the grievance. In the event an employee exercises their right to present a grievance without the intervention of the Association, any resolution of the grievance shall not be inconsistent with the terms of this agreement, nor shall the District agree to the resolution of the grievance until the Association has received a copy of the grievance, the proposed resolution and has been given an opportunity to file a response.

4.5.2 The Association shall be allowed a total number of job stewards equal to the maximum number of job sites in the District. When it deems necessary, the Association may assign more than one of the allowed number of stewards to any particular job site. These job stewards will be responsible for assisting employees in the processing of grievances. Such representatives will be released at the request of the grievant pursuant to 4.3.2.

- 4.5.2.1 The Association shall notify the District in writing by October 1 of each school year and upon any changes thereafter of the names of the job stewards and the groups of employees they represent. Such determination shall be made in a manner, which minimizes release time for processing grievances. Eligible Association designee/representatives will be released to attend to grievance processing with minimal interruption to the employee's work day and work load.
- 4.5.3 The Association President or their designee shall be responsible for representing employees who request assistance at Levels Two, Three, and Four of the grievance procedure.

## **ARTICLE 5 - Safety**

- 5.1 The District shall provide a safe working environment including conditions, facilities, and equipment in order to fulfill all obligations under the law.
  - 5.1.1 The Association will work collaboratively with the District to achieve 100% completion of the child abuse reporting training and annual notices policy acceptance. Administration will work collaboratively with classified employees to provide opportunities for completion of this requirement within the work day.
- 5.2 The District shall create a District safety committee with balanced representation, classified bargaining unit (2), certificated bargaining unit (2), and the District (2). In addition, the committee shall be chaired by a member of the Risk Management/Insurance Department. The Association shall appoint bargaining unit representatives to the committee. The safety committee shall meet as needed, but no less than three times a year to review the safety issues important in the District. The safety committee may be convened in an emergency. Any recommendations shall be forwarded to the Superintendent or designee for appropriate action. In addition to the District safety committee, appropriate site or unit specific safety committees are encouraged. These committees may then report to the District safety committee.
- 5.3 To ensure that exposure to unsafe conditions is minimized; employees are encouraged to be safety conscious in their own actions. It shall be the responsibility of the employee to report any alleged unsafe working conditions to their immediate supervisor on the appropriate District form. The immediate supervisor shall respond to the employee within five working days, except in an emergency.
- 5.4 If the immediate supervisor is unable to provide relief to the situation, they shall forward written reports from employees regarding unsafe conditions to the Risk Management/Insurance Department. The Risk Management/Insurance Department shall respond within 10 working days to the employee via the immediate supervisor regarding appropriate action to be taken. If no action is to be taken, the Risk

Management/Insurance Department shall indicate, in writing, the reasons for such inaction.

- 5.5 It is the responsibility of the employee whose job requires use of tools, equipment, or motor vehicles, to do so in a safe, prudent, and lawful manner.
- 5.6 Safety equipment currently required by the District shall be provided by the District.
- 5.7 District Shirt Identification Program
  - 5.7.1 Participation in the District Shirt Identification Program is mandatory and applies to all full-time classified service personnel assigned to Maintenance and Operations, Food and Nutrition Services (drivers), Technology and Information Services (field operations), and Warehouse. It contributes to a professional and safe work environment.
  - 5.7.2 Each employee will be fitted and will have a choice from the options as follows:
    - Option A: Seven button shirts in any combination of long or short sleeves.
    - Option B: Three cotton pullover shirts plus two button shirts (65/35 blend), either long or short sleeves.
    - Option C: Two cotton pullover shirts plus three button shirts (65/35 blend), either long or short sleeves.
  - 5.7.3 Button and pullover shirts will be of a standard light blue color and design. A standard District logo will be permanently affixed over the pocket and a nametag will be permanently affixed over the right pocket of button shirts. First names will be embroidered on pullover shirts and on tags for button shirts and will have different colors to designate different departments: Custodial – white; Maintenance – red; Grounds – green; Warehouse – blue; Food and Nutrition Services – orange; Technology and Information Services – beige.
  - 5.7.4 Shirts will be laundered at the employee’s expense.
  - 5.7.5 Shirts damaged or rendered unserviceable through normal use will be replaced at no cost to the employee. Shirts lost, damaged, or rendered unserviceable through malicious or inappropriate acts will be replaced by the District at the employee’s expense. The shirts shall not be altered from their original condition or the employee will be charged replacement cost.
  - 5.7.6 When an employee terminates employment with the District, all shirts issued will be returned to a designated individual in their department prior to their final day of employment.

5.7.7 Guidelines for wearing the District shirts shall be as follows:

- (1) District shirts will be worn at all times while on the job. This includes all periods of overtime and when “called out” for emergencies.
- (2) District shirts will not be worn as an item of personal clothing at times or places not associated with the business of the District.
- (3) District shirts are to be worn in a manner that will present a neat and professional appearance.
- (4) Wearing of District shirts in establishments where it would be considered more appropriate to be in personal clothing is prohibited, e.g., establishments serving alcoholic beverages.
- (5) Exceptions to the guidelines for specific District or community events may be determined by management and advance notice given to employees.

5.8 To ensure the safety of all students and staff of the District, the District will implement an Identification Badge (ID Badge) system.

- 5.8.1 The ID Badge is intended to provide a means to readily identify and control access to District campuses and facilities for the sole purpose of providing a safe environment for students and staff.
- 5.8.2 District bargaining unit members will be provided with one District ID badge with suitable means to attach badge to clothing.
- 5.8.3 Additional replacement badges will be supplied to bargaining unit members as needed.
- 5.8.4 ID badges shall be worn and visible by all bargaining unit members at the District sites at all times while on District property.
- 5.8.5 If a bargaining unit member does not have an ID badge they will be required to notify the site supervisor or designee and be issued a temporary badge until a replacement badge can be secured.

## **ARTICLE 6 - Evaluation Procedure**

- 6.1 Probationary employees shall be evaluated at least two times during the six month probationary period.

- 6.2 Permanent employees who have earned regular status within the District shall be evaluated at least once annually. If a unit member is not evaluated by the immediate supervisor in any given year, the evaluation will be considered to meet District standards.
- 6.3 If deemed necessary by the immediate supervisor, the employee shall be evaluated at more frequent intervals.
- 6.4 Evaluations shall be based on observable performance and/or data and knowledge of the evaluator. The employee shall be given the option to provide input on a voluntary pre-evaluation form prior to the final report being written.
- 6.5 An interview between the employee and the evaluator must take place to discuss the factors, which have been evaluated. No evaluation of any employee will be placed in the personnel file without an opportunity for discussion between the employee and the evaluator. The employee shall be given an opportunity to add any comments to the evaluation they desire and shall have the right to review and respond to any unsatisfactory evaluation on a released-time basis. If the employee adds no comment or declines the opportunity for discussion of the evaluation within 10 workdays from the evaluation interview, the evaluation shall be placed in the personnel file.
- 6.6 All copies are to be signed by the employee and the evaluator. The employee shall sign the evaluation form with the understanding that the employee's signature does not mean the employee is in agreement with the evaluation, only that the evaluation has been discussed with the employee.
- 6.7 Evaluators are to make comments on the evaluation form relative to outstanding work, poor work, specific comments on strengths or weaknesses, and specific recommendations for improved performance. Failure by the employee to show satisfactory improvement may be deemed just cause for discipline pursuant to Article 16.
  - 6.7.1 The evaluation form represents the supervisor's current evaluation of the unit member's performance.
  - 6.7.2 Any ratings that translate to "Needs Improvement," or "Unsatisfactory" shall include in the comments area of the Performance Appraisal (or an attachment) an explanation of the need for improvement, or the basis for unsatisfactory performance. Prior documentation and/or memos of prior discussions (within the evaluation period) regarding performance or behavior shall have been provided to the employee.
- 6.8 In the event a probationary employee is not recommended for regular status, they should be notified and given reasons for the denial of permanent status before the expiration of their six-month probationary period.



## **ARTICLE 7 - Transfers and Promotions**

### 7.0 Definitions

#### 7.0.1 First Consideration

7.0.1.1 Internal candidates are not required to take the Initial Screening Survey.

7.0.1.2 All candidates will be ranked based on a qualified screening result (i.e. training, experience, work history, written test or exercises, performance or oral examinations).

7.0.1.3 Internal candidates will interview first. If an internal candidate is not selected, external candidates will proceed through the recruitment process.

#### 7.0.2 Classification

7.0.2.1 Means that each position in the classified service shall have the following: a designated title, a regular minimum number of assigned hours per day, days per week, and months per year; a specific statement of duties required to be performed by the employees in such position; and the monthly salary ranges for such classification.

7.0.2.2 The Association shall be provided with a copy of all job descriptions, and upon any job description revision.

#### 7.0.3 Classified Screening Interview

Is an interview to evaluate the candidate's qualifications for the position. In some instances, the Classified Screening Interview (Initial Interview) may serve as the Selection Interview. In this instance, the candidates will be notified prior to arriving for the interview.

#### 7.0.4 Selection Interview

Is an interview (established with the intent) to determine whether a candidate will be selected for a position.

#### 7.0.5 Initial Probation

Refers to an employee who is newly hired to the District and who has not passed the state required six month probationary period.

#### 7.0.6 Promotional Probation

7.0.6.1 Refers to an employee who is promoted to a higher classification and is in their six month probationary period in the new classification.

7.0.6.2 This employee has passed initial probation.

7.0.7 Permanent Unit Member

Means an employee who has passed an initial probationary period to the District.

7.0.8 Employee Initiated Transfer

Is a transfer to a position within the employee's same classification which is requested by the employee.

7.0.9 District Initiated Transfer

Is a transfer to a position within the employee's same classification which is originated by the District.

7.1 Hiring Process

7.1.1 Posting of Recruitment

7.1.1.1 When the District determines that either a permanent vacancy or a new position exists within the bargaining unit, such vacancy or new position shall be posted in a designated area that is visible to all employees for a period of six full working days, during which time employees may make application for the vacancy or new position.

7.1.1.2 Job vacancies shall be posted and include: (1) the job title; (2) a brief description of the position and duties; (3) qualifications required for the position; (4) site and/or department; (5) the work calendar(s); (6) the salary range; (7) the deadline for applying.

7.2 Transfers

7.2.1 Employee Initiated Transfer Within Same Site/Department

7.2.1.1 If a position has an increase in hours, the employee currently holding the position will be offered the hours unless there are

documented performance concerns (within the past 12 months) or the employee is in initial probationary status. If the employee in the position declines or does not qualify for the position, proceed to step two listed below.

7.2.1.2 If one or more employees in the same classification are interested in an open position with additional hours at the site, a site/department hiring manager will interview those candidates, unless there are documented performance concerns (within the past 12 months) or the employee is in initial probationary status. The site/department hiring manager shall contact the CSEA President or designee 48 hours prior to a Selection Interview to serve as a member on the interview panel.

7.2.1.3 If #1 and #2 listed above have been exhausted, a site/department hiring manager will open the position and the recruitment process will proceed as per Article 7.2.2

#### 7.2.2 Employee Initiated Transfers to a New Site/Department

A permanent unit member may request a transfer to a position in the same classification when a vacancy exists by completing and submitting the online application to Human Resource Services.

7.2.2.1 Permanent unit members requesting a transfer to a position in the same classification when a vacancy exists shall receive a Selection Interview, regardless of the employee's current work-year calendar and/or hours. The site/department hiring manager shall contact the CSEA President or designee 48 hours prior to a Selection Interview to serve as a member on the interview panel.

Employee initiated transfer requests shall be given first consideration as defined in 7.0.1.

7.2.2.2 Appropriate supervisory personnel will interview all employees who have requested a transfer. Transfer requests will be considered based on one or more of the following criteria: (1) Evaluations and/or background reference checks and other objective means of rating work performance; (2) special skills, abilities and qualifications of the employee; (3) needs of the site and/or District; (4) welfare of the students; (5) instructional needs; (6) years of service to the District.

If an employee is not selected for the transfer, upon written request from the employee or the Association, the District shall provide specific reasons based on the criteria above.

### 7.2.3 District Initiated Transfer

- 7.2.3.1 A District Initiated Transfer may be initiated by the Superintendent or designee(s).
- 7.2.3.2 A District Initiated Transfer shall be considered and acted upon based upon one or more of the following criteria: (1) Drop in enrollment or redistribution of categorical or project funds; (2) needs of the site and/or District; (3) welfare of students (for example: health and safety needs); (4) instructional needs; (5) to conform to the requirements of the Americans with Disabilities Act (ADA); and/or (6) the need for a unit member with special skills as included in the job description.
- 7.2.3.3 If more than one unit member is eligible for a District Initiated Transfer after applying criteria in Article 7.2.3.2, volunteers will be requested.
- 7.2.3.4 If multiple unit members are eligible for District Initiated Transfer after applying criteria in 7.2.3.2, the unit member with the least seniority shall be transferred.
- 7.2.3.5 A unit member being considered for a District Initiated Transfer shall meet with the supervisor(s) to discuss the need and specific reasons for the District Initiated Transfer. This conference will be scheduled prior to a final decision being made pursuant to Article 7.2.3.7. If requested, a unit member shall have the right to an Association representative at the meeting.
- 7.2.3.6 When a determination has been made during the summer recess that reassignment of personnel is necessary, the supervisor will attempt to personally notify the unit member by telephone of a need for a District Initiated Transfer. If the attempt to contact by telephone is unsuccessful, the supervisor will notify the affected unit member by mail.
- 7.2.3.7 Upon written request to Human Resource Services, the unit member being considered may also request a conference with the Associate Superintendent, Human Resource Services or designee regarding the reasons for a District Initiated Transfer. The employee may be accompanied to the meeting by an Association representative. The Association or the employee may request that the reasons for the transfer be set forth in writing. Such a written response shall be provided within five working days.

7.2.3.8 A unit member who is transferred by the District shall be informed by the appropriate supervisor or manager in writing at least 10 days prior to the effective date. Notification may be less than 10 days if student enrollment, potential harm to students or staff, or other extenuating circumstances exist or if the employee and supervisor mutually agree.

### 7.3 Promotional Procedures

Once 7.2 has been completed, proceed with the following:

7.3.1 When the total number of qualified internal candidates is 10 or fewer, internal candidates shall be offered a Selection Interview based on qualified screening results (i.e. training, experience, work history, written test or exercises, performance or oral examinations).

7.3.2 Should the number of qualified internal applicants be 11 or more candidates, applicants shall be notified of their interview round and offered a Selection Interview using the following number threshold:

1<sup>st</sup> Interview Round: top 10 ranked applicants

2<sup>nd</sup> Interview Round: next 10 ranked applicants

3<sup>rd</sup> Interview Round: next 10 ranked applicants

Interviews will continue to be scheduled in this manner until all internal applicants with rankings above 70% are interviewed. Should an internal candidate not be selected, the site/department hiring manager can proceed through the recruitment process using external candidates.

7.3.3 Human Resource Services shall contact the CSEA President or designee 48 hours prior to a Selection Interview being scheduled to serve as a member on the interview panel.

7.3.4 In the event that two employees are rated exactly equal on all criteria, seniority will be used as a tiebreaker.

7.3.5 If a unit member is not selected for a vacant posted position, Human Resource Services shall, at the request of the unit member, provide the reasons for denial.

7.3.6 An employee on leave or vacation during the period of the posting shall be notified in writing, at the last known address, of the job vacancy by the District, provided the employee specifically requests in writing that the Human Resource Services unit do so before their leave or vacation commences. Employees must make themselves available for the selection process in order to be considered for the vacancy.

7.3.7 Temporary Promotion

- 7.3.7.1 The managers will alert the department/site of the opening.
- 7.3.7.2 Temporary promotional work opportunities shall be posted with the intent of creating temporary eligibility lists whenever practicable, and postings shall include: (1) the job title; (2) a brief description of the position and duties; (3) qualifications required for the position; (4) the work calendar(s) up to 90 calendar days; (5) the salary range; and (6) the deadline for filing.
- 7.3.7.3 Interested employees shall notify the manager of their interest in the temporary promotion.
- 7.3.7.4 No sooner than 48 hours after notifying the department/site the manager shall establish a temporary eligibility list.
- 7.3.7.5 Temporary promotional work will be distributed on a rotational basis, when practicable, based on seniority, as determined by initial hire date.
- 7.3.7.6 The most senior employee will be offered the temporary promotion first, with subsequent temporary promotions offered in descending order of seniority.
- 7.3.7.7 One temporary promotion shall consist of one assignment to last no more than 90 calendar days, per employee.
- 7.3.7.8 In the event the temporary promotion work is required more than 90 calendar days, the next employee on the seniority list will be rotated into the temporary promotion.
- 7.3.7.9 In the event an employee declines a temporary promotional opportunity, they will be moved to the bottom of the eligibility list.
- 7.3.7.10 Every effort will be made to notify employees in eligible classifications of available temporary work.
- 7.3.7.11 The temporary eligibility list from which viable candidates are chosen is to progressively increase if candidates are not available at the most local level.

For example: (see table below)

If a secretary is needed at a High School, an administrator would select in the following way:	
(Tier 1)	Notify All Staff of that High School (if no viable candidate is available, move to Tier 2)
(Tier 2)	Notify All High School Classified Staff in the District (if no viable candidate is available, move to Tier 3)
(Tier 3)	Notify All Classified Staff Districtwide

#### 7.4 Probationary Employees

- 7.4.1 Employees who are serving their initial probationary period with the District will not be considered for promotions as described within this Article. This includes temporary promotions.
- 7.4.2 It is also the intent of the parties to this agreement not to allow transfers of probationary employees, except due to extenuating circumstances.
- 7.4.3 When an employee is promoted to a new position, they shall be assigned to a new probationary period of six months. If an employee fails to meet the requirements of the new position, they shall be placed in a position within the classification from which they were promoted.

#### 7.5 Working Out of Class

- 7.5.1 When an employee is required to perform duties which do not reasonably relate to those fixed for the position by the District for a period of more than five working days within a 15 calendar day period, their salary will be adjusted upward for the entire period they are required to work out of classification and in such amounts as will reasonably reflect the duties being performed outside the normal assigned duties of their classification.
- 7.5.2 If an employee believes they are working out of classification longer than 15 days, such employee shall make a request to their supervisor to be paid at the higher rate from the first day of such work pursuant to 7.3.7 (Temporary Promotions). The manager shall respond to the employee's request within five working days. If the manager believes the employee has performed higher-level duties for the said period of time, the manager shall cause such employee to receive the higher rate of pay as outlined in 7.5.1. The manager will also ensure that the employee no longer performs the affected job duties. If the manager denies the employee's request, the employee and the Association may request a review by Human Resource Services.

## ARTICLE 8 – Leaves

8.0 For the purposes of this Article “immediate family” shall be defined as the following of the employee or the spouse of the employee:

- Spouse/Domestic Partner
- Parent/Stepparent
- Child/Stepchild
- Sibling
- Grandparent
- Grandchild
- Son/Daughter-in-law
- Brother/Sister-in-law
- Aunt/Uncle
- Former guardian of the employee
- Any individual living in the immediate household of the employee

8.1 Notification Procedure

- 8.1.1 An employee who finds it necessary to be absent from duty shall notify their immediate supervisor as far in advance of the anticipated absence as possible. In all cases, notification shall be prior to the beginning of the employee’s normal work shift. An employee who is unable to meet this requirement shall submit their reason for not complying in writing upon returning to work. Employees must verify any absence and complete absence reports which may be required by the District.
- 8.1.2 An employee shall notify their supervisor by 2:00 p.m. of the working day preceding the day they intend to return to the job if a substitute has been hired in the employee’s absence. If a substitute has not been employed, the employee shall make every reasonable effort to notify their supervisor by 2:00 p.m. of the working day preceding the day they intend to return to the job.
- 8.1.3 Employees who request leaves of absence of other than an emergency nature shall notify the immediate supervisor at least 10 days prior to the commencement of their leave except as otherwise stated herein. Leaves of absence, when granted, shall also specify when the employee is to return from leave.
- 8.1.4 Employees who do not request leave in accordance with the above notification procedures shall lose one day’s pay for each day of unapproved absence.



- 8.1.5 Time lost due to absence may be made up upon approval of the Superintendent or designee. Such made up time does not qualify as overtime for purposes of salary payment.
- 8.1.6 An employee will be discharged if they are absent in excess of three work days without reporting to their immediate supervisor unless, within a reasonable time thereafter, they show good cause why it was impossible for them to report within such three day period.
- 8.2 Bereavement Leave
  - 8.2.1 Employees shall be granted a leave without loss of pay for a period not to exceed three days or five days, if out-of-state travel or travel in excess of 300 miles is required upon the death of a member of the immediate family as defined in Article 8.0. Additional days of absence beyond those described therein may be provided under the terms of the Personal Necessity Leave, in Section 8.7.1.5.
  - 8.2.2 Employees exercising this leave of absence provision shall notify their immediate supervisor as soon as possible and state the expected duration of such absence.
  - 8.2.3 Employees shall provide, upon the District's request, additional verification of the use of these leave provisions.
- 8.3 Jury Duty Leave and Legal Leave
  - 8.3.1 Employees shall be granted leave with full pay for regularly called jury duty. The employee shall receive pay in the amount of the difference between the employee's regular salary and any amount they receive as jury service, exclusive of reimbursement by the court for jury duty expenses during the time they serve on the jury.
    - 8.3.1.1 Juror's fees shall not include any meal, mileage, and/or parking allowance provided the employee for jury duty.
  - 8.3.2 An employee in the bargaining unit who is required to serve four hours or more of that day on jury duty shall be excused from work without loss of pay per the provisions described herein.
  - 8.3.3 The Superintendent or designee may grant a leave of absence to employees to appear as a witness in court other than a party to a lawsuit or to respond to an official order from another government jurisdiction for reasons not brought about through any wrongdoing of the employee.
- 8.4 Military Leave
  - 8.4.1 Involuntary military leave with pay, not to exceed 30 days a year, shall be granted to qualified members of the reserve components of the Armed Forces of the United States upon presentation of orders to military duty

from appropriate authority in accordance with the Military and Veterans Code.

8.4.2 Military active duty for training which is contingent upon the consent of the employer shall be granted at the discretion of the governing board.

8.5 Illness or Injury Leave

8.5.1 Full-time classified employees regularly employed five days a week for 12 months shall be entitled to 12 days leave of absence without loss of pay for illness or injury.

8.5.2 Employees employed five days a week for less than a full fiscal year are entitled to that proportion of 12 days leave of absence for illness or injury without loss of pay as the number of months the employee is employed bear to 12.

8.5.3 In any event, employees entitled to leave without loss of pay for illness or injury who work less than full time per Article 3 of this agreement shall be entitled to that portion of leave as the hours they work bear to 40 hours per week and 12 months per year.

8.5.4 The amount of such illness or injury leave not utilized shall be accumulated from year to year without limit.

8.5.5 Upon the date of initial employment and each July 1 thereafter, the employee shall have advanced to their illness and injury leave account the number of days they are entitled to per the provisions stated above. A new employee of the District shall not be eligible to take more than six days, or the proportionate amount to which they may be entitled, until the first day of the calendar month after completion of six months of active service with the District.

8.5.6 When the employee is absent from their duties due to illness or injury for a period of more than five consecutive days, the employee shall supply the immediate supervisor or other designated District representative with a statement from a physician, or qualified health practitioner, verifying the employee's illness or injury. If the illness or injury leave is five consecutive work days or less, the District reserves the right to require the verification of a physician, or qualified health practitioner, if deemed necessary by the District.

8.5.7 The District may require verification by a physician of an employee's ability to perform their responsibilities before returning to work due to an absence for illness or injury. If an employee, after having been released to return to work by his or her physician, demonstrates an inability to perform the duties of the position, or poses a threat to others, the District reserves the right to a second opinion from a recognized medical physician, provided the opinion is restricted to the illness or injury for which the employee was granted medical leave.

8.5.8 Emergency doctor and dentist appointments, which may not be accommodated during the off-duty hours, shall be deducted from sick leave unless the required period of absence can be accommodated by the immediate supervisor.

8.5.9 Extended Personal Illness or Injury Leave

8.5.9.1 The District agrees to provide to employees who are on extended sick leave a total of 100 working days paid sick leave once per year, inclusive of the days to which they are entitled under provisions of Section 8.5 of this article relative to accumulation of sick leave. The days of extended sick leave shall be compensated at 50% of the employee's regular salary provided the employee has received permanent status with the District.

8.5.9.1.1 Such extended leave as described herein shall be granted only to employees who have a verifiable illness or injury of five consecutive working days or more. The extended leave shall be compensated at 50% of the employee's regular salary, provided the employee supplies the District with a statement from a physician, or qualified health practitioner.

8.5.9.1.2 Such extended leave will not be compensated for period illnesses or injury of less than five consecutive working days unless it can be verified that such periodic illnesses is a result of an illness or injury which previously qualified under this section.

8.5.9.2 In the case of official quarantine, the unit member will be allowed full pay during the period of the required quarantine, even though the period of the required quarantine is greater than the unit member's accumulated personal illness or injury leave.

8.6 Industrial Accident and Illness Leave

8.6.1 Employees will be entitled to industrial accident leave for personal injury, which is qualified for Worker's Compensation under provisions of the District Self-Insured Worker's Compensation program.

8.6.2 Such leaves shall not be more than 90 working days in any one fiscal year for the same accident. This leave shall not be accumulated from year to year.

8.6.3 The District has the right to have the employee examined by a physician designated by the District to assist in determining the length of time during which the employee will be temporarily unable to perform assigned duties and the degree to which the disability is attributable to the injury involved.

In any event, any absence due to an industrial accident or illness is to be verified by a statement of proof from a physician.

- 8.6.4 When entitlement to industrial accident or illness leave has been exhausted, then employees will be entitled to illness or injury leave per Section 8.5 of this article. While the employee is receiving Worker's Compensation benefits, the employee will be entitled to that amount of their accumulated illness or injury leave which, when added to the Worker's Compensation award, provides for a regular day's wage. During the period of leave when the employee receives full pay from the District, they shall endorse Worker's Compensation payments to the District.
- 8.6.5 Each day of such allowable leave shall be counted as a full day regardless of any Worker's Compensation payments endorsed over to the District.
- 8.6.6 When an employee on industrial accident and illness leave is medically released for return to work within the 90 working day period described above, the employee may return to their position without suffering any loss of status or benefits.

## 8.7 Personal Necessity Leave

- 8.7.1 Employees shall be granted up to 10 days per fiscal year of personal necessity leave which shall be deducted from their accumulated illness/injury leave. Personal necessity leave is for matters compelling personal importance which cannot be accomplished other than during the employee's regular assigned working hours, or deferred to a more convenient date or time to accommodate the regular work schedule. Personal necessity leave includes, but is not limited to, the items enumerated below. Such personal necessity leave cannot be carried over from year to year.
  - 8.7.1.1 A serious accident involving the employee's person or property or the person or property of a member of their immediate family. An emergency accident would involve an unforeseen mishap or the serious injury of an immediate family member or property damage resulting from an unforeseen tragedy or act of destruction.
  - 8.7.1.2 An illness of a member of the employee's immediate family which is of serious nature. An illness of a serious nature shall be an illness, which an employee cannot reasonably be expected to disregard, and which requires the attention of the employee during their assigned hours of service.
  - 8.7.1.3 Appearance in court as a litigant or as a witness under official court subpoena. This provision shall not be used for the personal convenience of the employee.

- 8.7.1.4 Any unexpected event involving damage or injury to personal property which has crucial significance for the employee or their immediate family. The aftermath of fire, flood, falling objects, and burglary are examples.
  - 8.7.1.5 The death of a member of the employee's immediate family when additional leave is required beyond that provided in Section 8.2 of this article.
  - 8.7.1.6 An absence relating to birth, adoption or placement of a child at the time of the birth of the child.
  - 8.7.1.7 An employee may submit a request to their immediate supervisor to use this leave for other reasons. The immediate supervisor shall make their recommendation regarding the request to the Superintendent or designee, who shall have the final authority to authorize or deny the leave.
  - 8.7.1.8 School Activity Leave as set forth in section 8.13 of this Article.
- 8.7.2 The employee shall request personal necessity leave five days in advance, except in cases of emergency, and the District reserves the right to require verification of the reasons for the personal necessity leave unless the employee exercises their right under section 8.7.3 Under all circumstances, an employee shall verify in writing that the personal necessity leave was used only for the purposes as set forth above. The employee shall be subject to one-day loss of pay for each day of absence if the leave is used for purposes other than those stipulated.
- 8.7.3 The employee shall not be required to disclose the reason for requesting the leave for five of the employee's 10 days of personal necessity leave per fiscal year.
- 8.8 Pregnancy Disability Leave (PDL)
- 8.8.1 PDL. Employees are required to use illness/injury leave as enumerated in Section 8.5 for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom. PDL shall not be used for childcare or child bonding leave, but shall be limited to those disabilities as set forth above. Unit members must provide at least 30 days advance notice prior to the commencement of leave if practicable. The length of such disability leave, including the date upon which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the employee and the employee's healthcare provider. Absent emergency circumstances, written certificate of the need for the

leave, the date employee's leave is to begin, and the anticipated date of return is to be submitted prior to the commencement of leave. If the healthcare provider determines that the projected beginning or ending date needs to be changed, the unit member will provide the healthcare provider's written certification to the District, as soon as possible.

Available sick leave will be used only during leave which has been authorized by a healthcare provider. Extended personal illness leave as enumerated in 8.5.9. will be used when the unit member remains on a healthcare provider authorized leave but has exhausted all available sick leave. If accrued sick leave and extended personal illness leave are exhausted, any remaining authorized leave shall be without pay.

8.8.2 Employees are entitled to an unpaid leave for disabilities caused by pregnancy, miscarriage, childbirth, or recovery therefrom whether or not illness or injury leave as set forth in Section 8.5 has been exhausted.

8.8.3 The date upon which the employee shall resume duties shall be determined by the employee on leave and the employee's healthcare provider.

8.8.4 A healthcare provider's statement must accompany all requests for PDL.

## 8.9 Child Bonding Leave

8.9.1 For purposes of this section, "child bonding leave" means leave for the purpose of the birth of a child of the unit member, or the placement of a child with a unit member in connection with the adoption or foster care of the child by the unit member as provided by the California Family Rights Act (CFRA) and Education Code section 45196.1.

8.9.2 Unit members are entitled to a total of up to 12 workweeks of leave. Once a unit member exhausts all available sick leave, including accumulated sick leave, and continues to be absent for the purpose of caring for a natural or adopted child or child placed in the unit member's foster care, they shall be entitled to differential pay as described in 8.5.9 during the remainder of the 12 workweek period.

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

8.9.4 Pursuant to Education Code section 45196.1, in order to qualify for child bonding leave, the unit member must have completed one year (twelve months) of service for the District, but is not required to have at least 1,250 hours of service during the previous one year (12 month) period.

- 8.9.5 For a unit member taking PDL, the 12 workweek child bonding leave shall commence at the conclusion of any PDL.
  - 8.9.6 For non-birthing parents, the 12 workweek child bonding leave shall commence on the first day of such leave.
  - 8.9.7 If both parents are eligible for CFRA leave and are employed by the District, pursuant to CFRA, child bonding leave shall be limited to a total of 12 workweeks in a 12-month period for each parent.
  - 8.9.8 Leaves under this section shall be concluded within one year of the birth, adoption, or placement of a child. Any child bonding leave must be taken in periods of at least two workweeks. On any two occasions the time taken may be less than two weeks. Further exceptions to the two week minimum may be granted at the discretion of the District.
  - 8.9.9 The District must be provided with at least 30 days prior notice of intent to take child bonding leave, except in the case of emergency, through written notice to the unit member's direct supervisor and the Human Resource Services office.
- 8.10 Break in Service
- 8.10.1 No absence under any paid leave provisions of this article shall be considered as a break in service for an employee who is in paid status.
- 8.11 Health Leave/Family Care and Medical Leave
- 8.11.1 Health Leave
    - 8.11.1.1 The Board of Trustees may grant a unit member, upon the unit member's request and as certified by the unit member's physician, an unpaid leave for health reasons. Such leave shall not exceed one year, but may be extended by the Board of Trustees in case of serious health conditions.
    - 8.11.1.2 At such time as the unit member notifies the District of their intention to return, the unit member shall submit a written release from their physician certifying the unit member's ability to return to full-time service in the District. Such release shall specify work restrictions, if any.
  - 8.11.2 Family Care and Medical Leave
 

A unit member who has been employed for at least 12 months and has worked a minimum of 1250 hours of service with the employer during the previous 12-month period immediately prior to the date the leave is to commence, is eligible for leave under the California Family Rights Act of

1991 (Government Code Section 12945) and the Federal Family and Medical Leave Act of 1993 (FMLA) for a total of 12 work weeks during any 12-month period. (Refer to Board Policy 4161.8 for the purpose of 8.11.2)

8.11.2.1 Leave is permitted for the following reasons:

- (1) The birth of a child of the unit member or placement of child with the unit member in connection with the unit member's adoption or foster care of the child (for specific requirements for child bonding leave see Article 8.9);
- (2) Leave to care for a child, parent or spouse who has a serious health condition; or
- (3) A serious health condition, which makes the employee unable to perform the functions of their position; or
- (4) Military Family and Caregiver Leave as described in the FMLA. (Unit members may be entitled to up to 26 workweeks to care for a family member who is a covered service member).

## 8.12 Catastrophic Leave

- 8.12.1 Unit members who suffer a catastrophic injury/illness which results in the unit member exhausting all available paid leaves, including regular sick leave, extended sick leave (differential), and industrial accident leave, if applicable, shall become eligible to use this catastrophic sick leave plan, subject to the restrictions and conditions outlined in these rules.
- 8.12.2 A catastrophic illness or injury is defined as an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family which requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid time off. The District must be able to determine that the employee is unable to work due to the employee's catastrophic illness or injury.
- 8.12.3 The use of this Catastrophic Leave Bank shall be available to those unit members who have made a donation of at least five days to the bank prior to each request. In the event the unit member is out on catastrophic leave and unable to contribute to the Catastrophic Leave Bank, other employees may designate a donation of a minimum of one day, up to five days to the bank to allow the requesting unit member to access the Catastrophic Leave



Bank again. The donating member(s) must have donated or donate five days to the bank for themselves.

- 8.12.4 Unit members may donate accumulated sick or vacation leave days to the Catastrophic Leave Bank in the amount of one day and in one-hour increments thereafter, so long as the employee has passed their initial probationary period. (This donation shall be irrevocable.) Sick leave donated will not count for retirement credit purposes for the donor, but will benefit the recipient. The unit member shall file an irrevocable “Catastrophic Leave Bank Deposit Form” with the Payroll Department. A donation to the Catastrophic Leave Bank shall be a general donation and from prior years’ accumulation, and shall not be donated to a specific unit member for their exclusive use.
- 8.12.5 There is no limit to the number of sick or vacation leave days a unit member may donate to the sick leave bank, so long as the minimum number of accumulated sick leave days available to the unit member does not fall below 10.
  - 8.12.5.1 Unit members may not contribute to the sick leave bank at the time of retirement or other separation from the District. Should the unit member donate within 90 days of retirement or separation, such sick leave donation shall be withdrawn from the sick leave bank.
- 8.12.6 All unit members wishing to use this Catastrophic Leave Bank shall submit a “Catastrophic Leave Bank Request for Withdrawal Form.” This form shall be submitted to Human Resource Services. The request shall state the number of days being requested by the unit member. A Catastrophic Leave Bank Committee shall consider the request of the unit member. The committee shall consist of two members selected by the District, three members selected by the Association and one from Human Resource Services to provide information. Approval of a request shall require a majority vote of the Committee members. Any rejection of a request may be appealed to the Superintendent or designee for final action and decision. The timelines for filing an appeal shall be within 10 days of notice of rejection.
- 8.12.7 The maximum number of days allowed to be utilized by one unit member for a single catastrophic injury/illness initial request is 90 days. The request shall be submitted on a “Catastrophic Leave Bank Request for Withdrawal Form.”
- 8.12.8 Unit members may request an additional 45 days of Catastrophic Leave above the initial 90 day limit by submitting a second “Catastrophic Leave Withdrawal Form”. If unit members access these additional days, the requested number of days must be available and only withdrawn from CSEA’s contribution balance in the Catastrophic Leave Bank.

- 8.12.9 Any days approved that are unused by the employee shall be returned to the Catastrophic Leave Bank.
- 8.12.10 If a unit member uses a day from the Catastrophic Leave Bank, pay for that day shall be the same rate the unit member would have received had the unit member worked that day.
- 8.12.11 Unit members who are granted use of Catastrophic Leave Bank days shall be considered in regular paid status during such use for all purposes.
- 8.12.12 Upon request, Human Resource Services shall provide the Association a statement outlining the number of days available in the Catastrophic Leave Bank and the number of days used in the previous fiscal year.
- 8.12.13 Unit members shall be entitled to utilize contributions from other bargaining units or management.

#### 8.13 School Activity Leave

Employees who are parents, guardians or grandparents who have custody of one or more children in grades K-12 may use up to 40 hours per school year to participate in school activities for their children.

Employees may use vacation, compensatory time, personal necessity or leave without pay for this purpose. However, no more than eight hours in any calendar month may be used and employees must give reasonable notice to their Supervisor of the planned absence for "School Activity Leave" prior to taking the time off, and such time shall be approved by the Supervisor.

If both parents of a child are employed at the same worksite, only the parent who first gives notice may qualify for the leave.

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

8.14.1 Full-time members may use up to six days of sick leave during a school year to care for an ill child, parent, or spouse. These days shall be prorated for unit members employed less than full-time. This may be used for any illness and is separate from Family Medical Leave (8.11.2) or Personal Necessity Leave (8.7). Unused sick leave days cannot be carried over to next year for this purpose.

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

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

- 8.14.4 For purposes of this article, children include biological, foster, or adopted children, as well as stepchildren, legal wards, or children of a person standing “in loco parentis.” A parent means biological, foster, or adoptive parents, stepparent, or legal guardian.
- 8.14.5 No retaliation shall occur as a result of a unit member exercising their right to appropriately use this sick leave.
- 8.15 Other unpaid leaves may be granted by the Board of Trustees on a case-by-case basis upon the recommendation of the Superintendent or Designee.

## **ARTICLE 9 - Vacations**

- 9.1 Vacations normally will be approved during the period when the schools are closed or during such time as the workload of the department will permit. Supervisors will make every effort to strike a balance between the preference of the unit member and the needs of the District in scheduling of vacation. A supervisor or designee shall promptly, but no later than five working days following the submission of the request, inform the employee of the disposition of such request.
- 9.2 Vacation benefits are earned on a fiscal year basis (July 1 to June 30). Employees in the bargaining unit shall earn vacation time without loss of pay in accordance with the following schedule:
- 9.2.1 Vacation benefits described herein shall be prorated for employees who work less than eight hours per day, 40 hours per week, or 12 months per year as their regular work schedule relates to eight hours per day, 40 hours per week, or 12 months per year.
- 9.2.2 For the first five years of service, employees shall receive one day of vacation per month.
- 9.2.3 Commencing with the sixth year of service, 12 month employees shall receive four extra days of vacation per year. Employees working less than twelve months will have extra days of vacation prorated for the number of months worked.
- 9.2.4 Commencing with the tenth year of service, 12 month employees shall receive 18 days of vacation per year. Employees working less than twelve months shall have the days of vacation prorated for the number of months worked.
- 9.2.5 Commencing with the fifteenth year of service, 12 month employees shall receive 19 days of vacation per year. Employees working less than twelve months shall have the days of vacation prorated for the number of months worked.

- 9.2.6 Commencing with the twentieth year of service, 12 month employees shall receive 20 days of vacation per year. Employees working less than 12 months shall have the days of vacation prorated for the number of months worked.
- 9.2.7 No employee, without authorization from the appropriate manager, will be granted a vacation during the two week period prior to the opening of school.
- 9.2.8 Employees whose vacation requests are denied may request the reasons for the denial in writing. Such written explanation shall be given to the employee within five calendar days of the request for such written explanation.
- 9.2.9 In case of conflict among employees over vacation periods, seniority will prevail.
- 9.2.10 The appropriate manager will be responsible for reviewing and approving vacation requests.
  - 9.2.10.1 Participation in the catastrophic leave donation program set forth in Article 8.12 of this agreement shall not cause unit members to lose vacation benefits pursuant to the Section.
- 9.3 Employees who work 12 months shall be advanced vacation time at the beginning of each fiscal year.
  - 9.3.1 Supervisors shall monitor vacation accrual reports and work with employees to ensure vacation leave balances are in accordance with 9.5.1 by December 31 of each year.
- 9.4 Employees who work less than 12 months shall have the option of carrying over earned vacation, not to exceed 12 days, or receiving a payoff of all unused vacation at the end of the school year.
  - 9.4.1 Such option shall be declared in writing on a form provided by the school district. The option selected shall remain in full force and effect until changed at the next declaration period. Such declarations shall be made only once per year no later than May 1.
  - 9.4.2 All employees covered by this section shall be required to submit the option form each year. Failure to submit the form by the stated deadline will cause the payoff option to be put into effect.
  - 9.4.3 An employee covered by this section who is hired after the time for submitting such option declaration shall submit the option form at the time of hire. Failure to submit the form will cause the payoff option to be put into effect for the school year covered.

- 9.4.4 As of June of each school year any employee covered by this section who has more than 12 days of accrued vacation shall be paid the number of days necessary to reduce any carryover option. If the employee has selected the payoff option all accrued days will be paid.
- 9.4.5 Any payoff of vacation shall be done at a time when the employee is or would be scheduled to receive a regular paycheck.
- 9.4.6 Employees covered by this section may request permission to carry over more than 12 days. Such request shall be in writing to the immediate supervisor. The immediate supervisor shall make a recommendation and forward such request to the District Office. Final decision shall be made by the Superintendent or designee.
- 9.5 Employees who work 12 months shall accrue on a year round basis in the amounts specified in Article 9.2.
  - 9.5.1 Employees covered by this section may accrue and carry a maximum of 20 days of vacation at a time.
  - 9.5.2 Employees covered by this section who have reached the maximum accrual as specified in 9.5.1 may request permission for excess accrual. Such request shall be in writing to the immediate supervisor. The immediate supervisor shall make a recommendation and forward such request to the District Office. Final decision shall be made by the Superintendent or designee.
  - 9.5.3 If for any reason an employee covered by this section is not permitted to take all or any part of their annual vacation, the amount not taken shall be paid for, except as provided in Section 9.5.2 above.
- 9.6 When an employee leaves the District's employ, they shall be entitled to all vacation pay earned and accumulated, excluding vacation time already taken, up to and including the date of departure from District employment, provided they has completed six months of service with the District.
- 9.7 When a holiday specified in Article 10.1 falls during a scheduled vacation, the day shall be considered a holiday as specified in Article 10 and shall not be deducted from the employee's accrued vacation.
- 9.8 Employees who qualify for bereavement leave or sick leave during a scheduled vacation may substitute such leave in lieu of scheduled vacation provided the employee supplies notice and supporting information to the immediate supervisor.

**ARTICLE 10 - Holidays**

10.1 Bargaining unit employees shall be entitled to the following holidays without loss of pay provided such holidays fall during the assigned work year of the employee:

New Year's Day	Labor Day
Martin Luther King Day	Veteran's Day
Lincoln's Birthday	Washington's Birthday
Thanksgiving Day	Day after Thanksgiving
Spring Vacation Day	Memorial Day
Day before Christmas	Christmas Day
Independence Day	Day before New Year's Day- to replace Admission Day

10.2 Any day proclaimed as a holiday by the President of the United States, the Governor of California, or the Board of Trustees shall be granted without loss of pay for all employees in the bargaining unit.

10.3 If a holiday listed previously falls on Sunday, the following Monday is to be observed as a holiday. If a holiday listed falls on Saturday, the preceding Friday is a holiday and is observed as such.

10.4 Holiday Eligibility

10.4.1 Bargaining unit employees shall be entitled to the holidays listed herein provided they are in a paid status on the working day immediately preceding or succeeding the holiday.

10.4.2 Bargaining unit employees who are not normally assigned to duty during the holidays of Thanksgiving Day, Day after Thanksgiving, Day before Christmas, Christmas Day, Day before New Year's Day (to replace Admission Day), New Year's Day, or Spring Vacation Day shall be paid for those holidays provided they were in a paid status during any portion of the working day of their normal assigned work period immediately preceding or succeeding the holiday period.

**ARTICLE 11 - Wages**

11.1 The pay schedule as stipulated in the Appendix A shall be increased by 3% retroactive to July 1, 2019 and an additional 0.21% retroactive to July 1, 2020.

11.2 The daily rate of pay for employees shall be computed on the basis of 21.666 working days per month.

11.3 A regular part-time employee shall receive the proportion of their salary for their classification as the number of hours worked relate to 40 hours per week.

11.4 Longevity

Step 10

Effective July 1, 1994, Step 10 was added to the Classified Salary Schedule in lieu of longevity increments. Employees who complete one year on Step 6 and are commencing their tenth year of consecutive, regular service with the District shall be placed on Step 10 which shall be 5% higher than Step 6.

#### Step 15

In addition, effective July 1, 1997, Step 15 was added to the Classified Salary Schedule. Employees who are beginning their fifteenth year of consecutive service shall be placed on Step 15, which shall be 5% higher than Step 10 effective July 1, 2006.

#### Step 20

Effective July 1, 1998, Step 20 was added to the Classified Salary Schedule. Effective July 1, 2015, employees who are beginning their twentieth year of consecutive service shall be placed on Step 20, which shall be 5% higher than Step 15.

### 11.5 Reimbursement

11.5.1 If the District requires that a unit member have a medical examination, or if such examination is required by policy or law for continuance of employment, such medical examination shall be at District expense and by the practitioner designated by the District. If the employee cannot use the District practitioner, the District shall reimburse the employee the amount equivalent to the amount it would have paid its designated practitioner for the same medical examination.

### 11.6 Paraeducator Career Ladder Stipend

This program is no longer available to employees; however, the following compensation is for employees who provided appropriate proof of completion at each level while it was in effect:

#### Paraeducator I

Upon the successful completion of Level I of the Capistrano Unified Paraeducator Academy, employees receive a stipend in the amount of \$60.00 per month.

#### Paraeducator II

Upon the successful completion of Level II, employees who completed 60 units in an educational-related field and 45 hours of District Professional Development are eligible for a stipend in the amount of \$85.00 per month.

#### Paraeducator III

Upon the successful completion of Levels I and II, employees who attained a Bachelor's degree and completed a mentor project through the Professional Development Academy, are eligible for a stipend in the amount of \$110.00 per month.

Stipends are prorated to affected employee's work calendar.

- 11.7 District Board Policy 4133 authorizes the reimbursement of employees for use of a personal vehicle for required District travel in accordance with relevant CA Education and Labor Codes.

All bargaining unit employees required to use their personal vehicle for official District business shall be reimbursed for actual miles accumulated as part of the employee's assigned duties.

Employees shall be assigned a designated place of assignment or work location upon hire as referenced in Education Code 45169.

Mileage shall be computed from an employee's designated place of assignment or work location (i.e., school, District Office, etc.) to a destination at which the employee's presence on school business is required or needed as defined in Administrative Regulation 3.17.

Employees will not be reimbursed for normal travel between home and designated work location.

- (1) Employees who do not regularly report to a designated place of assignment or work location, or who occasionally go directly from home to a work location other than their normal location, can only claim those miles over and above their normal commute miles. If the mileage to this location exceeds the mileage from the employee's home to assigned location, only the difference may be claimed. If an employee does not return to a specific work location at the end of the workday, only those miles from the last work location to home that are over the employee's normal commute miles may be claimed.
- (2) Mileage shall be computed on the basis of actual miles traveled and a complete description of all destinations shall be included on the approved District mileage reimbursement form.
- (3) Employees shall submit the District mileage reimbursement form to their supervisor no later than the last working day of the month that the miles were accrued. Employees shall be paid mileage reimbursement no later than the last working day of the subsequent month they submit the District mileage reimbursement form. In the event that the classified employee is not reimbursed by the final workday of the subsequent month, the employee shall be provided with payment drawn against any available funds within five working days.

## **ARTICLE 12 - Health and Welfare Benefits**

- 12.1 Health and Welfare Benefits for new hires will become effective on the first day of the month following the completion of a 30 day waiting period, which begins with the unit member's first day of paid service.



12.2 As of January 1, 2020, 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

The District shall pay the premiums for full-time employees and their dependents who participate in the HMO medical plans. Employees must be employed by the District at least 20 hours per week to be eligible for health insurance benefits. The District will pay for the actual cost of insurance up to the following rates per tier:

Hours Worked	Percent Paid by District
4 to 4.59 hours	60%
5 to 5.59 hours	65%
6 to 6.59 hours	85%
7 to 7.59 hours	90%
8 hours	100%

Medical Plans

HMO

Effective January 1, 2020, the parties agree the maximum contribution rate for all HMO health insurance plans are as follows:

Employee only	\$6,710.00
Employee + One	\$13,780.00
Employee + Two or more	\$19,530.00

PPO

Effective January 1, 2017, the parties agree the maximum contribution rate for all PPO health insurance plans are as follows:

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

The classified bargaining unit shall be provided with selections set forth above based upon the California Schools Benefits Trust (MEBA) Plan options for coverage and rates.

(2) Dental

The District shall pay the premiums for full-time employees and their dependents who participate in the Cigna 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

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

(5) Group Life Insurance:

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

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

Life insurance benefits for benefit eligible classified employees will be \$30,000.00.

- 12.3 The District shall have the authority to terminate the health benefits policy with the current carrier and to enter into a self-insured method for the funding of health and

welfare benefits for employees, provided the District maintains at least the 1980/81 benefit and service level for employees of the District. The District shall, 30 days prior to transfer of health benefits from the current carrier to self-insured funding, give notice to the Association of such change.

- 12.4 The District shall pay on behalf of employees employed 20 hours per week or more and who were hired by the District prior to November 1, 1976, payments for medical, dental, life insurance and vision care benefits in the same amount as if the employee were a full-time employee.
- 12.5 Unit members eligible for health and welfare benefits shall have an initial enrollment period beginning the date that new health and welfare insurance contracts become effective and ending one calendar month later. During this 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.
  - 12.5.1 After the end of one calendar month period enumerated in 12.5 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.
  - 12.5.2 During one calendar month period enumerated in 12.5, 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.
  - 12.5.3 A unit member eligible for health and welfare benefits hired after the one calendar month period enumerated in 12.5 shall be afforded the opportunity to enroll in the existing health insurance programs and enroll any or all eligible dependents for a 31 day calendar pay period beginning with the unit member's first day of paid service.
  - 12.5.4 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 12.5 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.
- 12.6 The District shall provide a long-term disability plan for classified employees who are eligible for Health and Welfare Benefits under the provision of this article. Such a plan shall be as enumerated in this contract.
  - 12.6.1 All benefits received under a long term disability plan shall be fully coordinated with any and all benefits received by the employee for the term of their illness.

- 12.6.2 The maximum benefit received shall be 60% of the employee's salary to a maximum benefit of \$2,000.00 per month.
- 12.6.3 The waiting period for benefits to begin shall be 100 working days.
- 12.6.4 The maximum benefit period that any one employee may receive long-term disability benefits is five years.

12.7 Retiree Health Benefits

12.7.1 Effective July 1, 1989, employees who commence PERS service retirement are benefit eligible and enrolled in a District health benefit plan at time of retirement, shall receive District paid medical only benefits for retirees only, subject to the following conditions:

12.7.1.1 The employee must be at least 53 years of age at the time of retirement.

12.7.1.2 The employee must have completed at least 10 consecutive years of service participation in the District at the time of retirement.

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

- 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

12.7.1.4 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 annual premium for such dependents.

12.7.1.5 When the retiree reaches age 65, the District contribution and all retiree and dependent participation in a District health benefit plan shall cease.

12.7.2 A retiree who commences PERS service retirement between ages 50 and 53; who has at least 10 years of consecutive service participation in the District; is benefit eligible and enrolled in a District health benefit program at time of retirement; may participate in the retiree health benefit program by paying the full cost of the annual premium until he or she

becomes 53 years of age at which time the employee is automatically eligible to participate in the program as noted in 12.7.1.

- 12.7.3 Participants in the retiree health benefit program may continue dental coverage for themselves and their eligible dependents by paying the full cost of the annual premium.

### **ARTICLE 13 - Association Rights**

- 13.1 The Association shall have the right of reasonable access to areas in which classified employees work provided that such access does not interfere with the normal work duties of employees.
- 13.2 The Association shall have the right to use designated institutional bulletin boards and the use of the school mail system for the posting and transmission of Association information. All Association information shall have the proper identification of the Association. The utilization of rights stated within this section shall be subject to reasonable regulation by the District.
- 13.3 The Association shall have the right to use school facilities at reasonable times subject to reasonable regulation by the District for the purpose of Association meetings. The Association shall also have the right to use computers and duplicating devices when otherwise not in use by the District. The District reserves the right to establish reasonable regulations for the use of such equipment and to charge the Association for the cost of materials.
- 13.4 The Association shall have the right to review employee's personnel files with the exception of ratings, reports, or records which were: (1) Obtained prior to the employment of the person involved; (2) prepared by identifiable examination committee members; or (3) obtained in connection with a promotional examination, provided the Association representative is accompanied by the employee and a duly authorized District representative and provided that the request is made at a time when such persons are not required to render services to the District.
- 13.5 The Association shall have the right to receive, upon request, a complete list of all bargaining unit employees indicating the employee's date of hire, classification, and primary job site. Such list shall be provided no later than 60 days after such request.
- 13.6 The District shall provide the Association, upon request, one or two copies of official documents, which it has forwarded to state or county offices, or public information forwarded to the Board of Trustees, or information open to examination by the public.
- 13.7 In exchange for each year of Presidential release time, CSEA Chapter 224 will contribute \$5,000 to Capistrano Unified School District. The District will pay salary and benefit costs for the elected President.

In addition, CSEA will have up to 26 days release time at the discretion of the Chapter President to conduct Association business directly related to the contract. Requests will be made timely and in writing to the Associate Superintendent, Human Resource Services, or designee.

Once the Chapter President's term expires, said employee shall return to the same position and classification the employee held prior to becoming President, unless mutually agreed upon.

- 13.8 The District and the Association have a common interest in the involvement and participation of classified staff in the activities of Capistrano Unified School District. Accordingly, classified staff selected to serve on committees including, but not limited to Classified Employer Employee Relations Council (CEERC), District Restructuring Committee (DRC), Health Benefits, Negotiations, and Calendar Committee shall be granted release time without the loss of pay or benefits, for the purpose of serving on the above mentioned committees.
- 13.9 The Association shall be provided the name, classification, job site, and work location of any employee new to the bargaining unit represented by the Association within 10 working days following action by the Board of Trustees.
- 13.10 The parties recognize that classified representatives are designated to support new members, answer questions about contract issues, post Association notices, and serve as a liaison between site level employees, supervisors, and union leaders.

To that end, the District agrees to allocate 200 hours of annual release time to the CSEA bargaining unit for the purpose of releasing site representatives to conduct CSEA business. Site level reps shall request approval for release time in advance from both their supervisor and CSEA President. Other CSEA employees must meet on non-paid time. Site level release time may not be banked or carried over from year to year.

13.11 Check Off

The Association shall have the sole and exclusive right to have membership dues deducted for employees in the bargaining unit by the District. The District shall, upon appropriate written authorization from any employee, deduct and make appropriate remittance for insurance premiums, credit union payments, savings bonds, charitable donations, or other plans or programs jointly approved by the Association and the District. The District shall pay to the designated payee within 15 days of the deduction all sums so deducted.

13.12 Dues Deduction

13.12.1 The District shall deduct, in accordance with the Association dues schedule, dues from the wages of all employees who are members of the Association.

13.12.2 The District shall refer all employee requests to revoke membership to the CSEA Labor Relations Representative.

#### **ARTICLE 14 - Savings**

14.1 If any provisions of this agreement are held to be contrary to law by the Public Employment Relations Board of a court of competent jurisdiction, such provisions shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions shall continue in full force and effect.

#### **ARTICLE 15 - Layoff and Reemployment**

##### 15.1 Definitions

15.1.1 “Layoff” as used in this section, means any reduction in hours of employment or assignment to a classification or grade lower than that in which the employee is currently serving.

15.1.2 “Classification” as used in this section, means that each “position” in the classified service shall have a designated title, a specific statement of the duties required to be performed by the employees in such a position, and a regular monthly salary range. Each “classification” within the District will have any number of individual “positions” with a specific number of hours per day, hours per week, and months per year.

15.1.3 “Bumping” or “displacement” as used in this section, is defined as the right of an employee in a classification identified by the governing board for layoff to displace employees in accordance with the provisions of 15.4.2, or in other classifications which the employee has held.

15.1.4 “Lower Classification” as used in this section, is defined as a classification currently placed at a lower range on the salary schedule than that of the affected employee.

15.1.5 “Higher Classification” as used in this section, is defined as a classification currently placed at a higher range on the salary schedule than that of the affected employee.

15.1.6 “Length of Service” as used in this section, is defined as date of hire in a classification.

15.1.7 “Seniority” as used in this section, is defined as length of service within a classification, plus higher classification.

15.1.8 No permanent or probationary classified employee shall be laid off or voluntarily reduced from any position while employees serving under short-term or substitute status are retained in positions of the same classification.

15.1.9 A short-term or substitute employee may be separated at the completion of the assignment without regard to the procedures set forth in this Article.

## 15.2 Reasons for Layoff

15.2.1 Reason(s) for layoff shall be for lack of funds and/or lack of work.

15.2.2 Layoff results in the elimination of a position or reduction in assigned time.

15.2.3 Layoffs occur as follows:

15.2.3.1 When, as a result of a bona fide reduction or elimination of the service being performed by any department, classified employees shall be subject to layoff for lack of work or lack of funds. Affected employees shall be given notice of layoff not less than 60 calendar days prior to the effective date of layoff, and informed of their displacement rights, if any, and reemployment rights.

15.2.4 Nothing herein provided shall preclude a layoff for lack of funds in the event of an actual and existing financial inability to pay salaries of employees, nor layoff for lack of work resulting from causes not foreseeable or preventable by the governing board, without the notice required by Section 15.2.3.1.

## 15.3 Computation of Seniority

15.3.1 Length of service in a classification shall be the only criterion used to determine seniority.

15.3.2 In the event two or more employees in the same classification hold the same seniority date, the employee with the most time employed in the District shall be determined to be more senior. In the event that total time employed in the District is the same, seniority order shall be determined by lot. Drawings by lot will be observed by an Association representative. The lot procedure will be by mutual consent of the District and the Association.

15.3.3 Employees must have held a position in a classification to accrue seniority.

15.3.4 If an employee is assigned to a position in a lower classification, seniority accumulation for the higher classification discontinues.



15.3.5 When reclassification results in the upgrade of the classification, seniority date shall be the effective date of reclassification unless the District and the Association agree otherwise in writing.

#### 15.4 Order of Layoff, Notification, Employee Rights

15.4.1 The specific positions to be eliminated or reduced shall be determined by the Board of Trustees.

15.4.2 The order of layoff within the classification shall be determined by seniority. The employee who has been employed the shortest time in the classification, plus higher classifications, shall be laid off first.

15.4.3 The order of layoff within the classification shall be determined by seniority. The employee who has been employed the shortest time in the classification, plus higher classifications, shall be laid off first.

15.4.4 Senior employees shall bump the least senior employees in their own classification as follows: Employees shall bump the least senior employee in the classification that has at least the same number of hours per day and months per year. In the event a bump of equal number of hours per day and months per year is not available, the employee shall bump the least senior employee in the classification that is the closest to the daily hours per day and months per year. The same standard shall hold for employees bumping into a lower classification for which they have bumping rights.

15.4.5 If a vacancy exists within the same classification, the employee affected by layoff shall be offered vacant positions based on seniority, and if possible without increasing the assigned time.

15.4.6 If no vacancy exists within the same classification, the employee affected by layoff from their present classification may bump into the classification previously held, provided sufficient seniority is held and if possible without increasing the assigned time.

15.4.7 Employees shall be given notice of layoff not less than 60 calendar days prior to the effective date of layoff and informed of their displacement rights, if any, and rehire rights.

#### 15.5 Rehire

15.5.1 The names of employees who are laid off, displaced or have hours reduced in lieu of layoff shall be placed on the rehire list for the classification from which they were laid off.

15.5.2 The rehire list for a classification shall be used before any other means of filling vacancies for that classification except for senior classified employees with superior statutory rights also facing layoffs. Offers to

rehire shall be made first to the employee with the greatest seniority and shall be in reverse order of layoff.

- 15.5.3 Employees who are laid off are eligible for rehire for a period of 39 months and shall be reemployed in preference to new applicants. In addition, such employees laid off have the right to participate in promotional examinations within the District during the period of 39 months.
- 15.5.4 Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for rehire for an additional period of up to 24 months; provided, that the same tests of fitness under which they qualified for appointment to the classification shall still apply.
- 15.5.5 Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall have the option of returning to a position in their former classifications or to positions with increased assignment time as vacancies become available.
- 15.5.6 When an employee on the rehire list is notified of a vacancy and fails to respond within three work days, they will be skipped on the list. In this 72 hour period no fewer than three attempts will be made to contact the employee.

## 15.6 Retirement in Lieu of Layoff

- 15.6.1 Notwithstanding any other provisions of law, any employee who was subject to being, or was in fact, laid off and who elected service retirement from the Public Employee's Retirement System (PERS) shall be placed on an appropriate rehire list. The District shall notify the Board of Administration of PERS of the fact that the retirement was due to layoff. If the employee is subsequently subject to rehire and accepts, the District shall maintain the vacancy until the Board of Administration of PERS has properly processed the employee's request for reinstatement from retirement.

The District shall not subcontract the work of laid off employees and shall honor all such prohibitions on subcontracting as set forth in Education Code §45103.1.

Employees subject to layoff shall be appointed to any vacancies for which they are deemed qualified by the District. Qualifications for a position may be determined through an interview and selection process. When multiple affected employees are deemed equally qualified for a position, each shall be entitled to participate in the interview and selection process.

Nothing in this article, including the definition of “layoff,” shall be deemed a waiver of the right of the Association to negotiate the impacts and effects of a decision to layoff or the decision and impacts and effects of reductions in assigned time.

Bumping into a classification with fewer assigned hours, including within a classification, shall not be considered a reduction in assigned time.

## **ARTICLE 16 - Discipline**

### 16.1 General

16.1.1 Employees shall be subject to disciplinary action for just cause only. As used herein disciplinary action means dismissal, demotion, suspension with or without pay or other appropriate sanction which the Board of Trustees may seek to impose.

16.1.2 Notice of disciplinary action shall be by letter signed by the Superintendent or designee. Such notice of disciplinary action shall contain specific charges against the employee, inform the employee of rights to a hearing on such charges and indicate the time in which such hearing may be requested. The notice of disciplinary action shall also include a statement of the employee’s right to be represented by counsel at the hearing. Attached to the notice of disciplinary action shall be a form which, when signed and returned to the District within five days after receipt, shall constitute a demand for hearing and a denial of charges. The notice of disciplinary action shall be delivered in person or by deposit in the U.S. mail to the last known address of the employee. Failure of any employee to request a hearing in writing within five days after receipt of notice of disciplinary action shall constitute a waiver of the right to a hearing.

16.2 Probationary employees may be subjected to disciplinary action for just cause without the right of a hearing before the Board of Trustees.

16.3 Permanent employees may be disciplined for just cause only and shall have the right of hearing before the Board of Trustees or a Hearing Officer. If a Hearing Officer is used, they shall be appointed and paid for by the District. The Hearing Officer shall hear testimony, gather evidence, and submit their findings to the Board. Such Hearing Officer’s findings and recommendations are advisory to the Board. Any hearing before the Board may be in closed session or at a public meeting at the request of the employee. A hearing held before a Hearing Officer shall be in closed session.

16.4 The Board of Trustees determination of the sufficiency of the cause shall be conclusive.

- 16.5 In conjunction with any disciplinary action, the Superintendent, or designee, may suspend with or without pay any employee of the classified service until the next regular meeting of the Board of Trustees. Thereafter, the employee may be suspended for further investigation or pending temporary action with the approval of the Board.
- 16.6 Rules for informing the employee of their suspension, their right to a hearing, and the conduct of such hearing shall be carried out in the same manner as set forth under articles 16.1.2 and 16.3.

**ARTICLE 17 - District Rights and Management Powers**

- 17.1 It is understood and agreed that the District retains and reserves unto itself all powers, rights, authorities, duties and responsibilities conferred upon and vested in it by the laws of the State of California.
- 17.2 The rights of management not expressly limited by the clear and explicit language of this Agreement are expressly reserved to the District even though not enumerated, and the express provisions of this Agreement constitute contractual limitations upon District rights to the extent such express provisions are in conformance with Federal and State laws.
- 17.3 The exercise or failure to exercise any right by management shall not be deemed a waiver of the District's right or preclude the District from exercising the right in a different manner.

**ARTICLE 18 - Educational Enhancement Program**

18.1 Eligibility

The Educational Enhancement Program is available to all bargaining unit members. This program is designed for classes/courses that are taken outside of the employee's regular workday.

18.2 Types of Classes/Courses

Educational reimbursement may be claimed for a class or seminar conducted by a recognized institution/organization offering instruction that will benefit the employee and/or the District.

18.3 Eligible Classes/Courses

The class/course must encompass material in one or more of the following areas:

- 18.3.1 Information/instruction that will enhance the individual employee's effectiveness in their current position. This does not include classes or courses required to maintain certification or licensing in their current position.
- 18.3.2 Information/instruction that will increase the individual's ability to assume a position of increased responsibility or technical knowledge in the District.
- 18.3.3 Information/instruction that will increase the individual's effectiveness in a specific area as a District employee.

#### 18.4 Eligible Expenses

Eligible Expenses shall include the following:

- 18.4.1 All required registration, tuition, and fees
- 18.4.2 All required textbooks and educational materials
- 18.4.3 All required parking permits
- 18.4.4 Eligible expenses shall not exceed \$400.00 per employee per fiscal year (July 1 to June 30).

#### 18.5 Approval Process

An employee must submit the request for educational enhancement application form for approval prior to the class/course. Every effort will be made to notify the employee of the approval or disapproval in sufficient time for the employee to participate in the class/course, or appeal if disapproved. Exceptions to the advance approval shall be submitted in writing to the Cabinet member for review and approval or denial.

#### 18.6 Budget

All costs and corresponding approvals associated with this program shall be subject to the annual budget appropriations approved by the Board of Trustees. Training monies and release time may also be budgeted in individual department budgets and administered by the appropriate Cabinet Member.

#### 18.7 Appeal Process

- 18.7.1 If an employee wishes to appeal a denial of an educational enhancement application, they should submit an Appeal Form to the Assistant Superintendent, Human Resource Services or designee.
- 18.7.2 The Assistant Superintendent, Human Resource Services or designee, will convene a meeting of the Educational Enhancement Program Appeal Committee. The committee is composed of two individuals appointed by the Superintendent, two individuals selected by the Association, and the

Assistant Superintendent, Human Resource Services or designee, who shall serve as chair.

18.7.3 The committee shall inform the employee of the decision. The committee's decision will be final.

18.8 Request for Payment

18.8.1 Upon successful completion of the class/course, the employee shall submit an Educational Enhancement Program Reimbursement Request form, completed and signed, to the District Accounting Office, along with the following documents:

18.8.1.1 Receipts for all expenses must be attached.

18.8.1.2 Proof of successful completion of the class/course must be included.

**ARTICLE 19 - Classified Professional Growth Program**

19.1 Purpose

To enhance quality of service to District students by providing an opportunity for members of the classified service to participate in continuing education in order to increase their professional skills and knowledge while earning salary advancement.

19.2 Eligibility

The Classified Professional Growth program is available to all permanent employees who attend approved professional growth opportunities on or after July 1, 1999.

19.3 Eligible Activities

Credit will be given for approved courses, Association workshops, and conferences and related trainings taken at universities, colleges, trade schools, adult education or District-sponsored activities.

19.3.1 Participants are required to attain a grade of "C" or better, or present verification of completion/attendance in order to receive professional growth credit.

19.4 Professional Growth Points

Professional growth points shall be earned by employee participation in off-duty activities that are job-related or of a professional growth nature.

19.4.1 Employees who have earned nine approved professional growth points shall be eligible to receive a one-time professional growth award in the amount of \$500.00, payable in a lump sum. Employees shall be eligible for a maximum of \$1,000.00 per school year.

19.4.1.1 One professional growth point will be given for each semester unit earned. 15 hours of seat time will be equal to one semester unit of credit. One quarter unit will equal two-thirds of one semester unit.

19.4.1.2 One professional growth point will be given for every 15 hours of completed seat time in approved seminars, conferences, adult education courses, and non-compensated staff development opportunities.

## 19.5 Approval Process

It shall be the responsibility of the employee to submit a request form for course/activity approval prior to enrollment.

19.5.1 An employee must submit a Request for Professional Growth Participation form to the Assistant Superintendent, Human Resource Services, at least five days prior to enrollment or participation in that activity.

19.5.2 Every effort will be made to notify the employee of the approval or disapproval in sufficient time for the employee to participate.

## 19.6 Verification and Request for Payment

It is the responsibility of the employee to maintain documentation of program participation and point accumulation.

19.6.1 Upon completion of coursework or activities totaling nine points, it is the employee's responsibility to file a grade card, transcript, or other acceptable proof of completion with Human Resource Services within the designated window period.

19.6.1.1 Verification of completed points must be submitted March 1 through March 31, for payment on May 10; and November 1 through November 30, for payment on January 10.

19.6.1.2 Failure to file for credit within the designated window period will postpone the acceptance of such credits until the next filing period. Incomplete paperwork will not be processed.

19.7 Exclusions

The following are excluded from participation in this program:

- (1) Employees who are on their initial probation to the District
- (2) Employees who are on unpaid leave of absence
- (3) Courses/workshops attended during District-paid duty time
- (4) Courses/workshops attended for which the District has paid a fee
- (5) Courses/workshops reimbursed through the District Educational Enhancement Program

19.8 Budget

All costs and corresponding approvals associated with this program shall be subject to the annual budget appropriations approved by the Board of Trustees.

**ARTICLE 20 - Non-Discrimination**

20.1 The District and the Association agree that no bargaining unit member shall be discriminated against because of race, color, ancestry, national origin, religious creed, political affiliations, age (over 40), sex, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), marital status, sexual orientation, place of residence, denial of family care leave, membership or non-membership in the Association, or for engaging in or refusing to engage in lawful Association activities.

The District and the Association agree that no bargaining unit member shall be subjected to unlawful sexual harassment or harassment in the course of the member's employment or related Association activities.

**ARTICLE 21 - Meet and Negotiate/Employer-Employee Relations**

21.1 This agreement constitutes the entire agreement between the parties and concludes meet and negotiate on any item, whether included in this agreement or not, for the term of this agreement. All matters not specifically enumerated within the provisions of this agreement shall be deemed to be the sole decision of the Board of Trustees.

21.2 During the term of this agreement, the Association and the District expressly waive and relinquish the right to meet and negotiate and it is agreed that the Association and the District shall not be obligated to meet and negotiate with respect to any subject matter whether referred to or covered in this agreement or not, even though such subject or matters may not have been within the knowledge or contemplation of either or both the District and the Association at the time they met and negotiated and executed this agreement, and even though such subjects or matters were proposed and later withdrawn. Notwithstanding the provisions of section 21.1



above, each party to the agreement shall have the right to reopen an unlimited number of articles in the second year of the agreement and Wages (Article 11) Health and Welfare Benefits (Article 12) and two additional articles in the third year of the agreement by providing written notice to the other party. If the parties mutually agree, additional articles of the agreement may be reopened at any time.

- 21.3 The District and the Association are committed to Interest-Based Bargaining (IBB). These techniques have proven to be beneficial in opening lines of communication, sharing information, and building trust. Both sides believe the IBB process has improved our relationship and produces a better collective bargaining agreement.

The District and the Association agree to maintain a joint Classified Employer-Employee Relations Council (CEERC). This council will meet bimonthly and will review contract interpretation issues and work together to solve problems of mutual concern. The District and the Association will appoint a joint sub-committee to review membership, frequency of meetings, and other governance issues to use in this process.

- 21.4 This agreement shall be effective July 1, 2018, and shall remain in full force and effect through June 30, 2021.

Should any Agreement with any other District bargaining unit exceed the total compensation provisions of this Agreement, the District will provide a comparable adjustment to CSEA.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this twenty-ninth day of June, 2020.

For The District:

*Tim Brooks*

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

For the Association:

*Ronda Walen*

\_\_\_\_\_  
Ronda Walen  
Chapter President, Capistrano Chapter 224

*Rich Montgomery*

\_\_\_\_\_  
Rich Montgomery  
Assistant Superintendent  
Human Resource Services

*Danny Torres*

\_\_\_\_\_  
Danny Torres  
Senior Labor Relations Representative

TENTATIVE AGREEMENT  
BETWEEN  
THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
AND  
THE CAPISTRANO UNIFIED SCHOOL DISTRICT  
2019-2020  
REOPENERS

June 29, 2020

Pursuant to negotiations between the Capistrano Unified School District (CUSD) and the California School Employees Association (CSEA) and its Capistrano Chapter 224, the following Reopener Agreement concludes negotiations for the 2019-2020 school year.

- Article 2 – Recognition
- Article 3 – Hours of Employment and Overtime
- Article 5 – Safety
- Article 7 – Transfers and Promotions
- Article 8 – Leaves
- Article 10 – Holidays
- Article 11 – Wages
- Article 12 – Health & Welfare
- Article 13 – Association Rights
- Article 14 – Organizational Security and Check Off

This tentative agreement is subject to ratification by the CSEA Capistrano Chapter 224 membership, CSEA policy 610 requirements and approval by the Capistrano Unified School District Board of Education.

Capistrano School Employees Association  
and its Capistrano Chapter 224

Capistrano Unified School District

Ronda Walen 7/29/20

Ronda Walen Date  
Chapter President, CSEA Chapter 224  
Services

Tim Brooks 7/29/20

Tim Brooks Date  
Associate Superintendent, Human Resources

Danny Torres 7/29/2020  
Danny Torres Date  
CSEA Senior Labor Relations Representative

CSEA Team Members:

- Kirsty Braun
- Sandra Clark
- Jacquelyn Crummett
- Salvador Gonzalez
- Tracy Johannes
- Angel Maldonado

CUSD Team Members:

- Clark Hampton
- Susan Holliday
- Matthew Krause
- Laura Lyon
- Donald Mahoney
- Robert Miller
- Donald Mahoney

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

Ronda Walen

Ronda Walen (Nov 17, 2020 13:08 PST) Nov 17, 2020

Ronda Walen Date  
Chapter President, CSEA Chapter 224

Kirsty Braun

kirsty braun (Nov 17, 2020 11:24 PST) Nov 17, 2020

Kirsty Braun Date  
CSEA Negotiation Team Member

Tracy Johannes

Tracy Johannes (Nov 17, 2020 11:23 PST) Nov 17, 2020

Tracy Johannes Date  
CSEA Negotiation Team Member

Jacquelyn Crummett

Jacquelyn Crummett (Nov 17, 2020 12:11 PST) Nov 17, 2020

Jaquelyn Crummett Date  
CSEA Negotiation Team Member

Salvador Gonzalez

Salvador Gonzalez (Nov 18, 2020 06:13 PST) Nov 18, 2020

Salvador Gonzalez Date  
CSEA Negotiation Team Member

Danny Torres

Danny Torres (Dec 18, 2020 08:11 PST) 11/10/2020  
Dec 18, 2020

Danny Torres Date  
CSEA Senior Labor Relations Representative

**Capistrano Unified School District**

Tim Brooks

Nov. 17, 2020

Tim Brooks Date  
Associate Superintendent, Human Resources Services

Clark Hampton

Clark Hampton (Nov 17, 2020 11:27 PST) 11/17/2020

Clark Hampton Date  
Deputy Superintendent, Business Services

Susan Holliday

Susan Holliday (Nov 17, 2020 12:12 PST) Nov 17, 2020

Susan Holliday, Ed.D. Date  
Associate Superintendent, Educational Services

Don Mahoney

Don Mahoney (Nov 17, 2020 11:32 PST) Nov 17, 2020

Don Mahoney Date  
Assistant Superintendent, Special Education

Laura Lyon

11-17-2020

Laura Lyon Date  
Executive Director, Human Resource Services

Matt Krause

Matt Krause (Nov 17, 2020 12:34 PST) Nov 17, 2020

Matt Krause Date  
Executive Director, Fiscal Services 11/17/20

# California School Employees Association (CSEA) Salary Schedule

CAPISTRANO UNIFIED SCHOOL DISTRICT

San Juan Capistrano, CA

7/1/2019 - 6/30/2020

Hourly Rate	Range Number	Monthly								
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 10	Step 15	Step 20
12.96	12	2,246.57	2,358.90	2,476.85	2,600.69	2,730.72	2,867.26	3,010.62	3,161.15	3,319.21
13.29	13	2,302.73	2,417.87	2,538.76	2,665.70	2,798.99	2,938.94	3,085.89	3,240.18	3,402.19
13.62	14	2,360.30	2,478.32	2,602.24	2,732.35	2,868.97	3,012.42	3,163.04	3,321.19	3,487.25
13.96	15	2,419.31	2,540.28	2,667.29	2,800.65	2,940.68	3,087.71	3,242.10	3,404.21	3,574.42
14.31	16	2,479.79	2,603.78	2,733.97	2,870.67	3,014.20	3,164.91	3,323.16	3,489.32	3,663.79
14.66	17	2,541.78	2,668.87	2,802.31	2,942.43	3,089.55	3,244.03	3,406.23	3,576.54	3,755.37
15.03	18	2,605.32	2,735.59	2,872.37	3,015.99	3,166.79	3,325.13	3,491.39	3,665.96	3,849.26
15.41	19	2,670.45	2,803.97	2,944.17	3,091.38	3,245.95	3,408.25	3,578.66	3,757.59	3,945.47
15.79	20	2,737.21	2,874.07	3,017.77	3,168.66	3,327.09	3,493.44	3,668.11	3,851.52	4,044.10
16.19	21	2,805.64	2,945.92	3,093.22	3,247.88	3,410.27	3,580.78	3,759.82	3,947.81	4,145.20
16.59	22	2,875.78	3,019.57	3,170.55	3,329.08	3,495.53	3,670.31	3,853.83	4,046.52	4,248.85
17.01	23	2,947.67	3,095.05	3,249.80	3,412.29	3,582.90	3,762.05	3,950.15	4,147.66	4,355.04
17.43	24	3,021.36	3,172.43	3,331.05	3,497.60	3,672.48	3,856.10	4,048.91	4,251.36	4,463.93
17.87	25	3,096.89	3,251.73	3,414.32	3,585.04	3,764.29	3,952.50	4,150.13	4,357.64	4,575.52
18.31	26	3,174.31	3,333.03	3,499.68	3,674.66	3,858.39	4,051.31	4,253.88	4,466.57	4,689.90
18.77	27	3,253.67	3,416.35	3,587.17	3,766.53	3,954.86	4,152.60	4,360.23	4,578.24	4,807.15
19.24	28	3,335.01	3,501.76	3,676.85	3,860.69	4,053.72	4,256.41	4,469.23	4,692.69	4,927.32
19.72	29	3,418.39	3,589.31	3,768.78	3,957.22	4,155.08	4,362.83	4,580.97	4,810.02	5,050.52
20.21	30	3,503.85	3,679.04	3,862.99	4,056.14	4,258.95	4,471.90	4,695.50	4,930.28	5,176.79
20.72	31	3,591.45	3,771.02	3,959.57	4,157.55	4,365.43	4,583.70	4,812.89	5,053.53	5,306.21
21.24	32	3,681.24	3,865.30	4,058.57	4,261.50	4,474.58	4,698.31	4,933.23	5,179.89	5,438.88
21.77	33	3,773.27	3,961.93	4,160.03	4,368.03	4,586.43	4,815.75	5,056.54	5,309.37	5,574.84
22.31	34	3,867.60	4,060.98	4,264.03	4,477.23	4,701.09	4,936.14	5,182.95	5,442.10	5,714.21
22.87	35	3,964.29	4,162.50	4,370.63	4,589.16	4,818.62	5,059.55	5,312.53	5,578.16	5,857.07
23.44	36	4,063.40	4,266.57	4,479.90	4,703.90	4,939.10	5,186.06	5,445.36	5,717.63	6,003.51
24.03	37	4,164.99	4,373.24	4,591.90	4,821.50	5,062.58	5,315.71	5,581.50	5,860.58	6,153.61
24.63	38	4,269.11	4,482.57	4,706.70	4,942.04	5,189.14	5,448.60	5,721.03	6,007.08	6,307.43
25.25	39	4,375.84	4,594.63	4,824.36	5,065.58	5,318.86	5,584.80	5,864.04	6,157.24	6,465.10
25.88	40	4,485.24	4,709.50	4,944.98	5,192.23	5,451.84	5,724.43	6,010.65	6,311.18	6,626.74
26.52	41	4,597.37	4,827.24	5,068.60	5,322.03	5,588.13	5,867.54	6,160.92	6,468.97	6,792.42
27.19	42	4,712.30	4,947.92	5,195.32	5,455.09	5,727.84	6,014.23	6,314.94	6,630.69	6,962.22
27.87	43	4,830.11	5,071.62	5,325.20	5,591.46	5,871.03	6,164.58	6,472.81	6,796.45	7,136.27
28.56	44	4,950.86	5,198.40	5,458.32	5,731.24	6,017.80	6,318.69	6,634.62	6,966.35	7,314.67
29.28	45	5,074.63	5,328.36	5,594.78	5,874.52	6,168.25	6,476.66	6,800.49	7,140.51	7,497.54
30.01	46	5,201.50	5,461.58	5,734.66	6,021.39	6,322.46	6,638.58	6,970.51	7,319.04	7,684.99
30.76	47	5,331.54	5,598.12	5,878.03	6,171.93	6,480.53	6,804.56	7,144.79	7,502.03	7,877.13
31.53	48	5,464.83	5,738.07	6,024.97	6,326.22	6,642.53	6,974.66	7,323.39	7,689.56	8,074.04
32.32	49	5,601.45	5,881.52	6,175.60	6,484.38	6,808.60	7,149.03	7,506.48	7,881.80	8,275.89
33.12	50	5,741.49	6,028.56	6,329.99	6,646.49	6,978.81	7,327.75	7,694.14	8,078.85	8,482.79
33.95	51	5,885.03	6,179.28	6,488.24	6,812.65	7,153.28	7,510.94	7,886.49	8,280.81	8,694.85
34.80	52	6,032.16	6,333.77	6,650.46	6,982.98	7,332.13	7,698.74	8,083.68	8,487.86	8,912.25
35.67	53	6,182.96	6,492.11	6,816.72	7,157.56	7,515.44	7,891.21	8,285.77	8,700.06	9,135.06
36.56	54	6,337.53	6,654.41	6,987.13	7,336.49	7,703.31	8,088.48	8,492.90	8,917.55	9,363.43
37.48	55	6,495.97	6,820.77	7,161.81	7,519.90	7,895.90	8,290.70	8,705.24	9,140.50	9,597.53

Hourly rate: Monthly rate divided by 173.33

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

~ Step 6: An employee who has completed one (1) year of service with CUSD on Step 5 is eligible for Step 6. Step 6 shall be 5% higher than Step 5.

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

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

~ Step 20: An employee who is beginning twenty (20) or more years of consecutive, regular service with CUSD is eligible for Step 20. Step 20 shall be 5% higher than Step 15.

~ **Includes a 3.0% increase to the schedule effective July 1, 2019.**

**CAPISTRANO UNIFIED SCHOOL DISTRICT  
2019-2020**

<b>Range Series</b>	<b>Range Series</b>	<b>Range Series</b>
<b><u>Clerical</u></b>	<b><u>Instructional Support</u></b>	<b><u>Food Services</u></b>
23 School Clerk I	12 Elementary School Student Supervisor	14 Food Service Worker
23 School Receptionist	15 Noon Aide	16 Food Service Elementary Cashier
23 Health/Office Assistant	19 Infant/Toddler Childcare Provider	23 Lead Food Service Worker I
25 Bilingual Clerk	19 Para-Educator I	31 Lead Food Service Worker II
25 District Receptionist	20 Instructional Music Assistant	36 Lead Warehouse Worker-Food Service
25 Intermediate Office Assistant	20 Para-Educator II	
25 School Clerk II	20 Bilingual Paraeducator I	<b><u>Maintenance</u></b>
26 Attendance Clerk (High School)	21 Bilingual Paraeducator II	29 Painter's Helper
26 Bilingual District Receptionist	22 Para-Educator III	33 Maintenance and Operations Storekeeper
26 Elementary School Clerk	23 Bilingual Community Services Liaison	34 Electronic Assistant
27 Bilingual Elementary School Clerk	23 Bilingual Paraeducator III	34 Locksmith Assistant
27 Bilingual Intermediate Office Assistant	23 Instructional Assistant-Preschool	34 Maintenance Worker
28 Enrollment Services Clerk	23 Middle School Campus Supervisor	36 Heating & Air Conditioning Assistant
28 Lead Intermediate Office Assistant	24 Bilingual Instructional Assistant-Preschool	36 Pool Maintenance Technician
28 Personnel Assistant	24 IBI Assistant/Tutor	38 Carpet/Floor Tile Installer
28 Registrar	24 Para-Educator IV	38 Glazier
	25 Bilingual Paraeducator IV	38 Maintenance Carpenter
<b><u>Secretarial</u></b>	25 High School Campus Supervisor	38 Maintenance Locksmith
27 School Secretary I	26 Job Technician I	38 Maintenance Painter
29 School Secretary II	26 Literacy Intervention Assistant	38 Maintenance Welder
31 Staff Secretary	28 Job Technician II	40 Heating, A/C & Refrigeration Technician
32 Bilingual Staff Secretary	28 Behavior Intervention Assistant	40 Maintenance Electrician
33 Alternative Education Office Manager	31 Preschool Teacher	40 Maintenance Plumber
33 Community Education Office Manager	32 Bilingual Preschool Teacher	42 Electronic Specialist
33 Elementary School Office Manager	33 Preschool Teacher/Site Facilitator	46 Maintenance Planner
33 Middle School Office Manager	33 Preschool Resource Teacher	
33 High School Office Manager	36 Senior IBI Assistant/Tutor	<b><u>Operations</u></b>
34 Bilingual Elementary School Office Manager	36 Mental Health and Behavior Support Specialist	26 Custodian I
37 Senior Staff Secretary		27 Boys Athletic Equip/Locker Rm Attendant
	<b><u>Specialized Support</u></b>	27 Girls Athletic Equip/Locker Rm Attendant
<b><u>Media Services</u></b>	24 Braille Transcriber	27 Groundskeeper
22 High School Library Media Clerk	26 Bilingual Special Programs Liaison	28 Custodian II
24 Elementary Library Media Technician	27 Health Assistant	30 Custodian III
26 Middle School Library Media Technician	29 Assistant Buyer	30 Grounds Equipment Operator
28 High School Library Media Technician	30 Interpreter for the Hearing Impaired	31 Pesticide Applicator Technician
36 Instructional Materials Specialist	30 Licensed Vocational Nurse	32 Custodian IV
	33 Transportation Inventory Storekeeper	35 Irrigation Specialist
<b><u>Fiscal Services</u></b>	34 Benefits Technician	37 Lead Groundskeeper
26 Account Clerk I	34 Bilingual Transportation Services Specialist	37 Heavy Equipment Operator
29 Account Clerk II	34 Buyer	
30 Activities Account Clerk	34 Research Assessment Technician	<b><u>TIS</u></b>
32 Account Clerk III	34 Risk Management Technician	35 User Support Specialist
32 Payroll Specialist	34 Transportation Route Planner	37 Training/User Support Specialist
34 Accounting Technician I	35 Academic Advisor	41 Technology Support Specialist I
37 Accounting Technician II	35 Special Projects & Grants Technician	44 Information Systems Specialist I
37 Attendance/Accounting Technician	36 Risk Management Lead	44 Technology Support Specialist II
37 Enrollment Technician	37 Head Academic Advisor	46 Web Master
41 Lead Accounting Technician	39 Certified Occupational Therapist Assistant	48 Information Systems Specialist II
	39 Speech & Language Pathologist Assistant	48 Lead Training/User Support Specialist
<b><u>Graphic Arts</u></b>	40 Theater Technician	48 Technology Support Specialist III
27 Bindery Worker	41 Buyer/Planner	52 Information Systems Specialist III
32 Reprographics Technician	42 Research/Evaluation Analyst	52 Technology Support Specialist IV
35 Senior Press Technician	42 Lead Theater Technician	53 Programmer Analyst
	46 Facilities Planning Technician	54 Lead Programmer/Analyst
	50 Special Education Legal Specialist	55 Lead Technology Support Specialist
	51 Nursing Specialist	
	52 Early Intervention Transition Specialist-Special Education	<b><u>Warehouse</u></b>
	55 Occupational Therapist	28 Storekeeper/Delivery Driver
	55 Physical Therapist	

# California School Employees Association (CSEA) Salary Schedule

CAPISTRANO UNIFIED SCHOOL DISTRICT

San Juan Capistrano, CA

7/1/2020 - 6/30/2021

Hourly Rate	Range Number	Monthly								
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 10	Step 15	Step 20
12.99	12	2,251.29	2,363.85	2,482.04	2,606.14	2,736.45	2,873.27	3,016.93	3,167.78	3,326.17
13.31	13	2,307.57	2,422.95	2,544.10	2,671.31	2,804.88	2,945.12	3,092.38	3,247.00	3,409.35
13.65	14	2,365.26	2,483.52	2,607.70	2,738.09	2,874.99	3,018.74	3,169.68	3,328.16	3,494.57
13.99	15	2,424.39	2,545.61	2,672.89	2,806.53	2,946.86	3,094.20	3,248.91	3,411.36	3,581.93
14.34	16	2,485.00	2,609.25	2,739.71	2,876.70	3,020.54	3,171.57	3,330.15	3,496.66	3,671.49
14.70	17	2,547.13	2,674.49	2,808.21	2,948.62	3,096.05	3,250.85	3,413.39	3,584.06	3,763.26
15.06	18	2,610.81	2,741.35	2,878.42	3,022.34	3,173.46	3,332.13	3,498.74	3,673.68	3,857.36
15.44	19	2,676.08	2,809.88	2,950.37	3,097.89	3,252.78	3,415.42	3,586.19	3,765.50	3,953.78
15.83	20	2,742.98	2,880.13	3,024.14	3,175.35	3,334.12	3,500.83	3,675.87	3,859.66	4,052.64
16.22	21	2,811.55	2,952.13	3,099.74	3,254.73	3,417.47	3,588.34	3,767.76	3,956.15	4,153.96
16.63	22	2,881.84	3,025.93	3,177.23	3,336.09	3,502.89	3,678.03	3,861.93	4,055.03	4,257.78
17.04	23	2,953.89	3,101.58	3,256.66	3,419.49	3,590.46	3,769.98	3,958.48	4,156.40	4,364.22
17.47	24	3,027.74	3,179.13	3,338.09	3,504.99	3,680.24	3,864.25	4,057.46	4,260.33	4,473.35
17.90	25	3,103.43	3,258.60	3,421.53	3,592.61	3,772.24	3,960.85	4,158.89	4,366.83	4,585.17
18.35	26	3,181.02	3,340.07	3,507.07	3,682.42	3,866.54	4,059.87	4,262.86	4,476.00	4,699.80
18.81	27	3,260.55	3,423.58	3,594.76	3,774.50	3,963.23	4,161.39	4,369.46	4,587.93	4,817.33
19.28	28	3,342.06	3,509.16	3,684.62	3,868.85	4,062.29	4,265.40	4,478.67	4,702.60	4,937.73
19.76	29	3,425.61	3,596.89	3,776.73	3,965.57	4,163.85	4,372.04	4,590.64	4,820.17	5,061.18
20.26	30	3,511.25	3,686.81	3,871.15	4,064.71	4,267.95	4,481.35	4,705.42	4,940.69	5,187.72
20.76	31	3,599.03	3,778.98	3,967.93	4,166.33	4,374.65	4,593.38	4,823.05	5,064.20	5,317.41
21.28	32	3,689.01	3,873.46	4,067.13	4,270.49	4,484.01	4,708.21	4,943.62	5,190.80	5,450.34
21.82	33	3,781.24	3,970.30	4,168.82	4,377.26	4,596.12	4,825.93	5,067.23	5,320.59	5,586.62
22.36	34	3,875.77	4,069.56	4,273.04	4,486.69	4,711.02	4,946.57	5,193.90	5,453.60	5,726.28
22.92	35	3,972.66	4,171.29	4,379.85	4,598.84	4,828.78	5,070.22	5,323.73	5,589.92	5,869.42
23.49	36	4,071.98	4,275.58	4,489.36	4,713.83	4,949.52	5,197.00	5,456.85	5,729.69	6,016.17
24.08	37	4,173.78	4,382.47	4,601.59	4,831.67	5,073.25	5,326.91	5,593.26	5,872.92	6,166.57
24.68	38	4,278.12	4,492.03	4,716.63	4,952.46	5,200.08	5,460.08	5,733.08	6,019.73	6,320.72
25.30	39	4,385.07	4,604.32	4,834.54	5,076.27	5,330.08	5,596.58	5,876.41	6,170.23	6,478.74
25.93	40	4,494.70	4,719.44	4,955.41	5,203.18	5,463.34	5,736.51	6,023.34	6,324.51	6,640.74
26.58	41	4,607.07	4,837.42	5,079.29	5,333.25	5,599.91	5,879.91	6,173.91	6,482.61	6,806.74
27.24	42	4,722.25	4,958.36	5,206.28	5,466.59	5,739.92	6,026.92	6,328.27	6,644.68	6,976.91
27.93	43	4,840.31	5,082.33	5,336.45	5,603.27	5,883.43	6,177.60	6,486.48	6,810.80	7,151.34
28.62	44	4,961.32	5,209.39	5,469.86	5,743.35	6,030.52	6,332.05	6,648.65	6,981.08	7,330.13
29.34	45	5,085.35	5,339.62	5,606.60	5,886.93	6,181.28	6,490.34	6,814.86	7,155.60	7,513.38
30.07	46	5,212.48	5,473.10	5,746.76	6,034.10	6,335.81	6,652.60	6,985.23	7,334.49	7,701.21
30.82	47	5,342.79	5,609.93	5,890.43	6,184.95	6,494.20	6,818.91	7,159.86	7,517.85	7,893.74
31.59	48	5,476.36	5,750.18	6,037.69	6,339.57	6,656.55	6,989.38	7,338.85	7,705.79	8,091.08
32.38	49	5,613.27	5,893.93	6,188.63	6,498.06	6,822.96	7,164.11	7,522.32	7,898.44	8,293.36
33.19	50	5,753.60	6,041.28	6,343.34	6,660.51	6,993.54	7,343.22	7,710.38	8,095.90	8,500.70
34.02	51	5,897.44	6,192.31	6,501.93	6,827.03	7,168.38	7,526.80	7,903.14	8,298.30	8,713.22
34.87	52	6,044.88	6,347.12	6,664.48	6,997.70	7,347.59	7,714.97	8,100.72	8,505.76	8,931.05
35.75	53	6,196.00	6,505.80	6,831.09	7,172.64	7,531.27	7,907.83	8,303.22	8,718.38	9,154.30
36.64	54	6,350.90	6,668.45	7,001.87	7,351.96	7,719.56	8,105.54	8,510.82	8,936.36	9,383.18
37.56	55	6,509.67	6,835.15	7,176.91	7,535.76	7,912.55	8,308.18	8,723.59	9,159.77	9,617.76

Hourly rate: Monthly rate divided by 173.33

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

~ Step 6: An employee who has completed one (1) year of service with CUSD on Step 5 is eligible for Step 6. Step 6 shall be 5% higher than Step 5.

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

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

~ Step 20: An employee who is beginning twenty (20) or more years of consecutive, regular service with CUSD is eligible for Step 20. Step 20 shall be 5% higher than Step 15.

~ **Includes a 0.21% increase to the schedule effective July 1, 2020.**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**  
2020-2021

<b>Range Series</b>	<b>Range Series</b>	<b>Range Series</b>
<b><u>Clerical</u></b>	<b><u>Instructional Support</u></b>	<b><u>Food Services</u></b>
23 School Clerk I	12 Elementary School Student Supervisor	14 Food Service Worker
23 School Receptionist	15 Noon Aide	16 Food Service Elementary Cashier
23 Health/Office Assistant	19 Infant/Toddler Childcare Provider	23 Lead Food Service Worker I
25 Bilingual Clerk	19 Para-Educator I	31 Lead Food Service Worker II
25 District Receptionist	20 Instructional Music Assistant	36 Lead Warehouse Worker-Food Service
25 Intermediate Office Assistant	20 Para-Educator II	
25 School Clerk II	20 Bilingual Paraeducator I	<b><u>Maintenance</u></b>
26 Attendance Clerk (High School)	21 Bilingual Paraeducator II	29 Painter's Helper
26 Bilingual District Receptionist	22 Para-Educator III	33 Maintenance and Operations Storekeeper
26 Elementary School Clerk	23 Bilingual Community Services Liaison	34 Electronic Assistant
27 Bilingual Elementary School Clerk	23 Bilingual Paraeducator III	34 Locksmith Assistant
27 Bilingual Intermediate Office Assistant	23 Instructional Assistant-Preschool	34 Maintenance Worker
28 Enrollment Services Clerk	23 Middle School Campus Supervisor	36 Heating & Air Conditioning Assistant
28 Lead Intermediate Office Assistant	24 Bilingual Instructional Assistant-Preschool	36 Pool Maintenance Technician
28 Personnel Assistant	24 IBI Assistant/Tutor	38 Carpet/Floor Tile Installer
29 Registrar	24 Para-Educator IV	38 Glazier
	25 Bilingual Paraeducator IV	38 Maintenance Carpenter
<b><u>Secretarial</u></b>	25 High School Campus Supervisor	38 Maintenance Locksmith
27 School Secretary I	26 Job Technician I	38 Maintenance Painter
29 School Secretary II	26 Literacy Intervention Assistant	38 Maintenance Welder
31 Staff Secretary	28 Job Technician II	40 Heating, A/C & Refrigeration Technician
32 Bilingual Staff Secretary	28 Behavior Intervention Assistant	40 Maintenance Electrician
33 Alternative Education Office Manager	31 Preschool Teacher	40 Maintenance Plumber
33 Community Education Office Manager	32 Bilingual Preschool Teacher	42 Electronic Specialist
33 Elementary School Office Manager	33 Preschool Teacher/Site Facilitator	46 Maintenance Planner
33 Middle School Office Manager	33 Preschool Resource Teacher	
33 High School Office Manager	36 Senior IBI Assistant/Tutor	<b><u>Operations</u></b>
34 Bilingual Elementary School Office Manager	36 Mental Health and Behavior Support Specialist	26 Custodian I
37 Senior Staff Secretary		27 Boys Athletic Equip/Locker Rm Attendant
	<b><u>Specialized Support</u></b>	27 Girls Athletic Equip/Locker Rm Attendant
<b><u>Media Services</u></b>	24 Braille Transcriber	27 Groundskeeper
22 High School Library Media Clerk	26 Bilingual Special Programs Liaison	28 Custodian II
24 Elementary Library Media Technician	27 Health Assistant	30 Custodian III
26 Middle School Library Media Technician	29 Assistant Buyer	30 Grounds Equipment Operator
28 High School Library Media Technician	30 Interpreter for the Hearing Impaired	31 Pesticide Applicator Technician
36 Instructional Materials Specialist	30 Licensed Vocational Nurse	32 Custodian IV
	33 Transportation Inventory Storekeeper	35 Irrigation Specialist
<b><u>Fiscal Services</u></b>	34 Benefits Technician	37 Lead Groundskeeper
26 Account Clerk I	34 Bilingual Transportation Services Specialist	37 Heavy Equipment Operator
29 Account Clerk II	34 Buyer	
30 Activities Account Clerk	34 Research Assessment Technician	<b><u>TIS</u></b>
32 Account Clerk III	34 Risk Management Technician	35 User Support Specialist
32 Payroll Specialist	34 Transportation Route Planner	37 Training/User Support Specialist
34 Accounting Technician I	35 Academic Advisor	41 Technology Support Specialist I
37 Accounting Technician II	35 Special Projects & Grants Technician	44 Information Systems Specialist I
37 Attendance/Accounting Technician	36 Risk Management Lead	44 Technology Support Specialist II
37 Enrollment Technician	37 Head Academic Advisor	46 Web Master
41 Lead Accounting Technician	39 Certified Occupational Therapist Assistant	48 Information Systems Specialist II
	39 Speech & Language Pathologist Assistant	48 Lead Training/User Support Specialist
<b><u>Graphic Arts</u></b>	40 Theater Technician	48 Technology Support Specialist III
27 Bindery Worker	41 Buyer/Planner	52 Information Systems Specialist III
32 Reprographics Technician	42 Research/Evaluation Analyst	52 Technology Support Specialist IV
35 Senior Press Technician	42 Lead Theater Technician	53 Programmer Analyst
	46 Facilities Planning Technician	
	50 Special Education Legal Specialist	54 Lead Programmer/Analyst
	51 Nursing Specialist	55 Lead Technology Support Specialist
	52 Early Intervention Transition Specialist-Special Education	
	55 Occupational Therapist	<b><u>Warehouse</u></b>
	55 Physical Therapist	28 Storekeeper/Delivery Driver



Memoranda of Understanding\*  
between the  
California School Employees Association,  
Chapter 224  
and the  
Capistrano Unified School District

July 1, 2018 – June 30, 2021

- Effects of Layoff
- Contracting Out and Bargaining Unit Work
- Paraeducator Career Ladder
- Use of GPS Devices on District Vehicles
- Food and Nutrition Services Employee Dress Guidelines
- AB119
- MOU re Effects of Layoff - Resolution 1920-62
- Return Impacts and Effects (COVID-19)

\* These are included for reference. MOUs expire on the date indicated and do not renew unless and until re-negotiated.

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
AND ITS CAPISTRANO CHAPTER 224  
AND  
THE CAPISTRANO UNIFIED SCHOOL DISTRICT  
September 18, 2018

This Memorandum of Understanding (MOU) is entered into by the Capistrano Unified School District (District) and the California School Employees Association (CSEA) and its Capistrano Chapter 224. This MOU is in regard to, future reduction or Elimination of Certain Classified Services including the impact to unit members and unit member rights as the District continues to review continued economic efficiencies. The parties agree as follows:

- Layoff of classified bargaining unit members shall be conducted in accordance with applicable provisions of the current Collective Bargaining Agreement (CBA) Article 16 Layoff and Reemployment and the California Education Code.
- The District will not transfer work permanently to another bargaining unit, contractors or volunteers; or another job classification that does not include those duties in the job description.
- Changes in work assignments due to department staffing changes will follow the Communications-Protocol collaboratively developed between CUSD and CSEA (see attached). Consideration will be given for the increase in workload in regards to frequency and deadlines for completion.
- In addition to the matters set forth above, the District agrees that the following provisions shall apply to those unit members who are served with a layoff notice:
- For the limited purposes of this MOU, the laid off or displaced unit member shall be granted the contractual annual seven (7) Personal Necessity (PN) Leave days for seeking other employment. PN time may be granted on the same day as requested for the purpose of a same day interview invitation.
- Either party may reopen this MOU to address issues not contemplated.

This MOU is subject to CSEA Policy 610 requirements and approval by the Capistrano Unified School District Board of Education.

California School Employees Association  
and its Capistrano Chapter 224

Ronda Walen 9/18/18  
Ronda Walen Date  
Chapter President for CSEA Chapter 224

Tiffany Lopez 09/18/18  
Tiffany Lopez Date  
CSEA Labor Relations Representative

Capistrano Unified School District

Tim Brooks 9/24/18  
Tim Brooks Date  
Associate Superintendent, Human Resource Services

Rich Montgomery 9/18/18  
Rich Montgomery Date  
Executive Director, Human Resource Services



# Human Resource Services



## Communications Protocol re: Department Staffing Changes

(Non-Categorical Reductions, Reclassifications and Promotions)

<b>Agreed Upon Goal of Collaboration...</b> "to cooperate with a willingness to achieve a shared positive outcome in any given situation"		<b>WIGS</b>	Teaching and Learning	
		<b>X</b>	Communication	
			Facilities	
<b>PHASE 1 – COMMUNICATE</b>			<b>PERSON(S) RESPONSIBLE</b>	
ACTION STEPS	ACTIVITY	CSEA	DEPT MANAGER	HRS
1	Human Resource Services (HRS) receives an Employee Requisition (ER) via Inter-District mail that triggers a substantive change within a department (i.e. Reclassification, Reduction, Promotion) ◆————— or —————◆ Human Resource Services Executive Director/Compliance or Associate Superintendent is personally notified of the intent to initiate a department structure evaluation by a department manager		X	X
<b>PHASE 2 – ENGAGE IN THE INTEREST BASED APPROACH</b>			<b>PERSON(S) RESPONSIBLE</b>	
ACTION STEPS	ACTIVITY	CSEA	DEPT MANAGER	HRS
1	Manager to complete an internal "needs assessment" of own department A. Assess "current reality" B. Consider reduction of position due to <i>lack of funds</i> or <i>lack of work</i> C. Determine impact of working conditions on Association members		X	
2	Conduct research comparing CUSD to surrounding School Districts			X
3	Collaboratively develop a meeting to engage impacted stakeholders using the <i>Interest Based Approach (IBA)</i> <ul style="list-style-type: none"> <li>• (Story – Interests – Options)</li> <li>• In this session, Dept. Manager to communicate the following:               <ul style="list-style-type: none"> <li>○ Needs Assessment results (Action Step 1)</li> <li>○ Research results feedback/data (Action Step 2)</li> </ul> </li> <li>• Questions to ask in IBA Session:               <ul style="list-style-type: none"> <li>○ What's Working?</li> <li>○ What's Not Working?</li> <li>○ Suggestions for Improvement?</li> </ul> </li> <li>• Issues to consider in the IBA Session:               <ul style="list-style-type: none"> <li>○ Working conditions</li> <li>○ Workload concerns</li> <li>○ Transfer of Bargaining Unit work</li> </ul> </li> </ul>	X	X	X
4	Craft a recommendation to EC4 (or Cabinet)		X	
<b>PHASE 3 – IMPLEMENT</b>			<b>PERSON(S) RESPONSIBLE</b>	
ACTION STEPS	ACTIVITY	CABINET MEMBER	DEPT MANAGER	HRS
1	Make formal recommendation to EC4 or Cabinet		X (or designee)	
2	Cabinet to make a decision	X		
3	The Cabinet member overseeing the department involved in the matter will follow up with Association Leadership to communicate decision	X		
4	Complete the ER process and support the department through decision implementation			X

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

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

August 27, 2019

**Contracting Out and Bargaining Unit Work**

The District shall employ classified employees to perform duties of the classified service as required by Education Code 45103. Unless in the case of an emergency during the life of this contract, the District agrees that it will not contract out work which has been customarily and routinely performed by employees in the bargaining unit covered by this Agreement without first following this procedure.

The decision chart attached to this MOU shall be the process used to determine whether a contract should be let for performance of the work.

The CSEA President's designee will function as a Unit Work Specialist to represent CSEA and consult with the District prior to the decision. The Unit Work Specialist shall be familiar with the mission of the Maintenance and Operations Department, the abilities of the classified work force, the equipment capabilities of the organization, and the availability of the classified work force.

The District shall seek the opinion of the Unit Work Specialist prior to contracting out either site improvement or maintenance. The Unit Work Specialist shall complete the Contracting Out Approval Form for each work order being considered for contracting out. In the event the Unit Work Specialist does not agree that the work should be done by an outside vendor, the Unit Work Specialist shall consult with the Director, Maintenance and Operations. A CSEA Union Steward may also participate in the consultation.

The District shall establish a list of unit members willing and able to perform maintenance and site improvement duties on overtime. Whenever possible, the District shall provide employees with 24 hour notice prior to the overtime requirement to participate on the list. Should one of the classifications required to perform the task decline to perform the overtime within the time frame required, the task may be contracted.


Decisions about whether the work should be performed by District staff or contracted out shall be made on the basis of:


- Whether the work has been customarily or routinely performed by District staff
- The equipment capabilities of the District on or after the effective date of this agreement
- The health, safety, and welfare of employees and students
- Whether work can be performed in a timely and efficient fashion to accommodate the mission of the schools to educate students in the best possible physical environment.

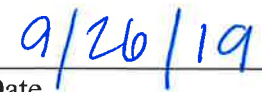
This Memorandum of Understanding shall be in effect from August 27, 2019 through June 30, 2020. The parties agree to meet in June of 2020 to review the effectiveness of the MOU and determine next steps.

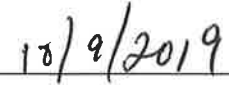
For the Association:

For the District:

  
\_\_\_\_\_  
Ronda Walen  
Chapter President, Capistrano Chapter 224

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

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Date

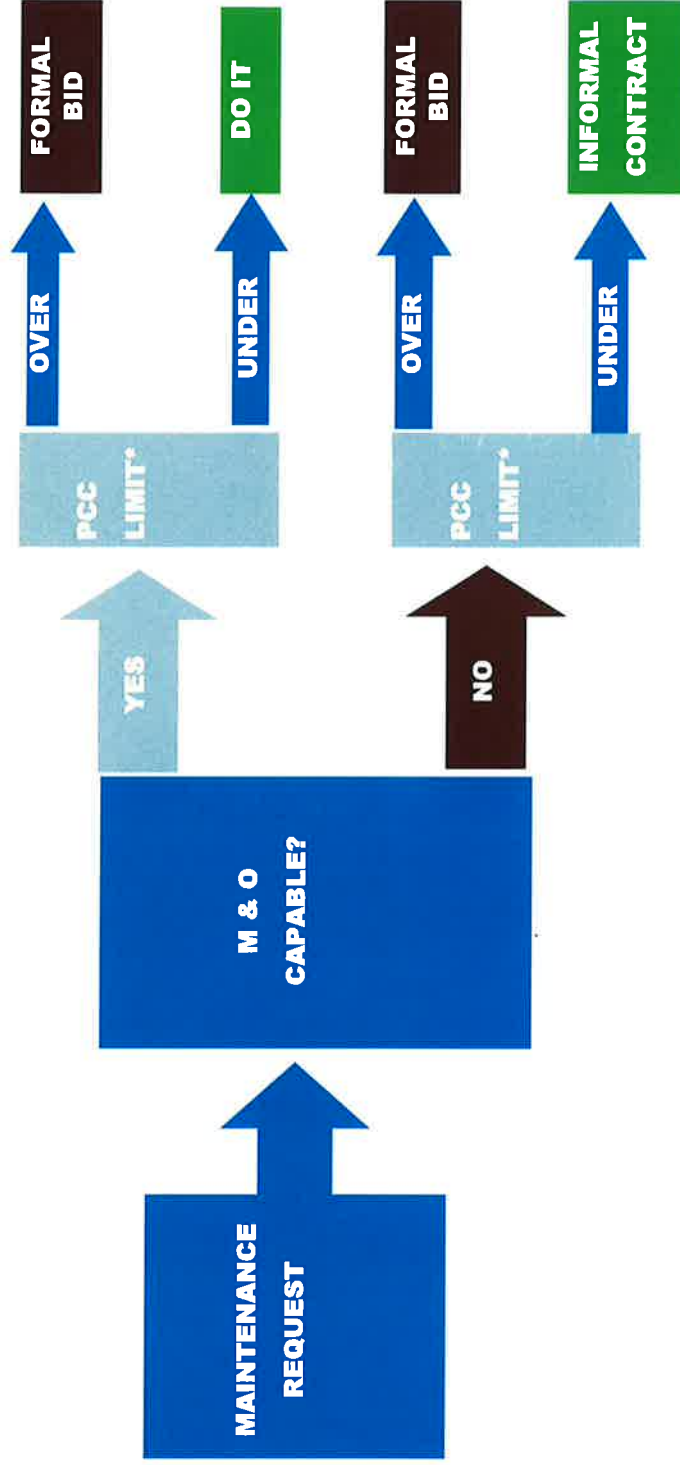
  
\_\_\_\_\_  
Tiffany Lopez  
Labor Relations Representative

  
\_\_\_\_\_  
Clark Hampton  
Deputy Superintendent  
Business and Support Services

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Date

**CONTRACTING OUT and BARGAINING UNIT WORK**



**CONTRACTING OUT APPROVAL FORM**

Work Order Number: \_\_\_\_\_ Account Code: \_\_\_\_\_

Date of Request: \_\_\_\_\_ Deadline: \_\_\_\_\_

Trade(s): \_\_\_\_\_

Management Requestor: \_\_\_\_\_ Phone Number: \_\_\_\_\_

CSEA Reviewer: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Summary of Scope of Work: \_\_\_\_\_

**Reason for Using Contract Labor:**

\_\_\_\_\_ Emergency (Requires immediate attention to avoid higher cost repairs, irreparable damage or school closure)

\_\_\_\_\_ Specialized Equipment Needed-Not Feasible to Rent or Buy

Please indicate what kind of equipment is needed: \_\_\_\_\_

\_\_\_\_\_ Tradesmen turned down overtime

Who was offered overtime? \_\_\_\_\_

\_\_\_\_\_ Workload prevents the job from being completed by the deadline

**Name of Contractor to be Used:** \_\_\_\_\_ **P.O. Number:** \_\_\_\_\_

**For CSEA:**

\_\_\_\_\_ I recommend the work be contracted out

\_\_\_\_\_ I do not recommend contracting out this work because: \_\_\_\_\_

\_\_\_\_\_ This work is completed and did not receive prior review by a senior tradesman

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_

**For CUSD:**

\_\_\_\_\_ I agree with CSEA's assessment

\_\_\_\_\_ I do not agree with CSEA's assessment and wish to schedule a meeting as soon as possible to discuss it.

Signature: \_\_\_\_\_

**Please email a copy of completed form to:**

Ronda Walen, CSEA Capistrano 224 President- [rwalen@capousd.org](mailto:rwalen@capousd.org)

John Forney, Chief Facilities [Officer--jgforney@capousd.org](mailto:Officer--jgforney@capousd.org)

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

**October 7, 2019**

**PARAEDUCATOR CAREER LADDER**

The Capistrano Unified School District and the California School Employees Association and its Capistrano Chapter 224 agree to implement a Paraeducator Career Ladder to begin on or before September 16, 2019.

**The purpose of the Paraeducator Career Ladder is to:**

- Provide Paraeducators with a career path for advancement as they gain experience, training and education
- Encourage Paraeducators to obtain training that enhances their ability to provide specialized services to students
- Provide compensation based on experience, knowledge and the level of difficulty of the educational program they support

**This MOU eliminates the following classifications:**

**Instructional Assistants—General Education**

- Instructional Assistant
- Instructional Assistant Community Education
- Instructional Assistant Community Education/ESL
- Instructional Assistant Computer Lab
- Instructional Assistant Culinary Arts
- Instructional Assistant ELD
- Instructional Assistant Science
- Bilingual Instructional Assistant
- Bilingual Instructional Assistant Community Education/ESL

**Instructional Assistants—Special Education**

- Instructional Assistant – Special Education
- Bilingual Instructional Assistant – Special Education
- Bilingual Instructional Assistant – Special Education, Preschool
- Instructional Assistant SH Swimming

**Independence Facilitators**

- Independence Facilitator – Special Education
- Independence Facilitator – Autism
- Independence Facilitator – Special Education, Preschool
- Bilingual Independence Facilitator—Special Education



**Miscellaneous Classifications**

- Caregiver
- Infant/Toddler Caregiver
- Specialized Health Assistant

**JOB DESCRIPTIONS**

**Attached to this MOU are the following new job descriptions:**

- Paraeducator I
- Paraeducator II
- Paraeducator III
- Paraeducator IV
- Bilingual Paraeducator I
- Bilingual Paraeducator II
- Bilingual Paraeducator III
- Bilingual Paraeducator IV
- Paraeducator IV - Swimming

**ASSIGNMENT OF EMPLOYEES TO NEW CLASSIFICATION**

**Employees that support general education programs will be placed in the new Paraeducator I Classification:**

<b>Current Assignment-General Education</b>	<b>New Classification</b>
Instructional Assistant	<b>Paraeducator I Range 19</b>
Instructional Assistant Community Education	
Instructional Assistant Community Education/ESL	
Instructional Assistant Computer Lab	
Instructional Assistant Culinary Arts	
Instructional Assistant ELD	
Instructional Assistant Science	
Bilingual Instructional Assistant	<b>Bilingual Paraeducator I Range 20</b>
Bilingual Instructional Assistant Community Education/ESL	

Employees assigned to programs that support Special Education students will be placed in the new classifications of Paraeducator Level II, III or IV based on the program they are currently assigned to, as follows:

<b>Current Assignment-Mild Learning Environment</b>	<b>New Classification</b>
Specialized Academic Instruction (SAI)	<b>Paraeducator II Range 20</b>
Co-Lab Classes	
Student Support in General Education Class	
Mild Learning Environment-Bilingual Support	<b>Bilingual Paraeducator II Range 21</b>

<b>Current Assignment-Moderate Learning Environment</b>	<b>New Classification</b>
Supporting Early Academic Language Skills (SEALS)	<b>Paraeducator III Range 22</b>
Structured Teaching of Academic Readiness and Behavioral Support (STARS)	
Moderate Learning Environment-Bilingual Support	<b>Bilingual Paraeducator III Range 23</b>

<b>Severe Learning Environment</b>	<b>New Classification</b>
Structured Teaching, Education Prepared Students (STEPS)	<b>Paraeducator IV Paraeducator IV - Swimming Range 24 Available Stipends</b> <ul style="list-style-type: none"> <li>• Sign Language-ASL*</li> <li>• Lifeguard*</li> </ul>
Therapeutic Behavior Intervention Class (TBIC)	
Structured Autism Class (SAC)	
Adult Transition Program (ATP)	
Bridges Program	
Severe Learning Environment-Bilingual Support	<b>Bilingual Paraeducator IV Range 25 Available Stipends</b> <ul style="list-style-type: none"> <li>• Sign Language ASL*</li> <li>• Lifeguard*</li> </ul>

\*Please see the Stipends section of this MOU for details

**If a paraeducator supports one student, their new classification will be based on the placement of the student:**

- If the student is enrolled in a moderate learning environment as described above, the paraeducator will be classified as a Paraeducator Level III
- If the student is enrolled in a severe learning environment as described above the classification will be Paraeducator Level IV

- If the student's IEP requires the student to be in multiple educational settings during the day, the IEP team will determine the level of Paraeducator based on the most restrictive environment the student would qualify for

#### **PROCESS FOR RECLASSIFICATION:**

- The District will notify employees in writing of their new classification. This notification will include the salary range, step and a copy of the new job description
- The number of hours an employee *currently* works shall not change as a result of this MOU's reclassification.
- The District shall make every effort to leave people in the same assignment they were in immediately prior to the implementation of this MOU
- If the District has a need to assign an employee to a different location, the process outlined in Article 7.2.2 *District Initiated Transfer* of the Collective Bargaining Agreement will be utilized
- If the District has a need to change the start and end times of an assignment, Article 3.1.1 of the Collective Bargaining Agreement will be utilized
- If a program name changes, job descriptions and paraeducator levels may be negotiated
- Employees will not be placed in a higher classification than specified above. Those who are interested in moving to a higher classification will be required to apply when a position in a higher classification is posted
- If an employee wishes to be placed in a different learning environment in a lower classification, they may apply when there is a job posting. If they are hired for a position in a different learning environment with lower classification, their salary will be adjusted downward to reflect the salary of the new classification.
- All newly hired paraeducators will be assigned a classification based on the job description for which they are hired
- In accordance with CSEA's Collective Bargaining Agreement, after successfully completing their initial six month probation with the District, a paraeducator may apply for a position in a different classification

#### **STIPENDS**

##### **Stipends will be available to employees in the Paraeducator IV Classification:**

- Signing support. To be eligible for this stipend, an employee would be required to submit documentation that they have completed a minimum of eight semester units or 12 quarter units to Human Resources. The stipend amount shall be \$25 per month and will be ongoing as long as the employee continues employment in a Paraeducator IV job classification. This stipend is paid for months worked, including ESY.
- Lifeguard Certification. Available to employees in the District who assist a student, or students, in a District swimming pool as part of the educational program. In order to receive this stipend, an employee would be required to provide a valid lifeguard certificate from the American Red Cross. This stipend shall be in the amount of \$50 per month. This stipend is paid for months worked, including ESY

- The program that Collective Bargaining Agreement Article 11.6 *Paraeducator Career Ladder Stipend* refers to was discontinued and is no longer an available stipend opportunity for the purposes of the newly established Paraeducator Career Ladder, effective with this MOU. However, only employees who are currently receiving a stipend per Article 11.6, shall continue to receive that stipend.

**SALARY PLACEMENT**

- Board Policy 4251 defines the process for salary placement
- The parties agree that positions are being reclassified
- Reclassification of a position is based upon a gradual increase of or significant change in duties and responsibilities of the incumbent
- If a position is reclassified to a higher classification, the incumbent shall be reclassified with the position and shall retain the same step placement and anniversary date as previously held
- If a position is reclassified to a lower classification, the incumbent shall be reclassified with the position and placed on the highest step in that new salary range which is closest to the salary in the position previously held

**SENIORITY**

Employees who are assigned to one of the four new classifications will retain seniority acquired in the classification held prior to being assigned to the new classification. For purposes of computing seniority, reference Article 16.3 *Computation of Seniority* of the Collective Bargaining Agreement.


**ADDITION OF OTHER SPECIALIZED STUDENT SUPPORT CLASSIFICATIONS TO THE PARAEDUCATOR LADDER**

The original intention of the parties was to provide a complete career ladder, encompassing all classifications of employees who serve students receiving specialized educational services. Due to the immediate need to attract and retain employees in classifications covered by this Memorandum of Understanding, the parties agreed to make the completion and implementation of the Paraeducator job descriptions and Career Ladder a priority. The parties agree to continue working to expand the Paraeducator Ladder with a target completion date of Tuesday, August 18, 2020.

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

  
 \_\_\_\_\_  
 Ronda Walen  
 Chapter President, Capistrano Chapter 224

  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Date

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Greg Merwin  
Associate Superintendent  
Student Support Services

10/7/19

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Date

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Tiffany Lopez  
Labor Relations Representative, CSEA

10/7/19

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Date

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

October 6, 2016

**Use of GPS Devices on District Vehicles**

All Drivers shall be notified of the presence and use of GPS devices on District owned vehicles. The primary intent and purpose of the GPS tool is to identify the location of mobile employees in the event of an emergency and respond to crisis situations more effectively. This technology will also assist the District in routing its resources more effectively. This equipment shall be used to confirm vehicle location, speed, and idling time. The District will not use the GPS device to monitor a route or driver. If unsafe, illegal driving or misuse of a District vehicle is reported, the GPS tool may be utilized to confirm or disprove the allegation.


If a driver performance issue i.e. excessive speed, excessive idling is confirmed via the GPS data, management will use the data as a training tool to help employee's correct faulty performance.

If a serious violation of the law, Board Policy, or a pattern of unsafe behavior occurs and is confirmed through GPS data, the data gathered may be become evidence in the disciplinary process.

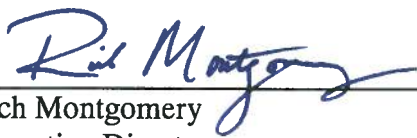
A driver may request available GPS data gathered from a vehicle while he/she was operating a vehicle. Management shall provide the available data within three business days of the request.

  
\_\_\_\_\_  
Gordon Amerson, Ed.D.  
Associate Superintendent  
Human Resource Services

10/6/16  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Ronda Walen  
Chapter President, Capistrano Chapter 224

10/6/16  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Rich Montgomery  
Executive Director  
Human Resource Services

10/6/16  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Cecilia Lopez  
Labor Relations Representative

10/6/16  
\_\_\_\_\_  
Date

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

January 19, 2017


**Food and Nutrition Services Employee Dress Guidelines**


The intent and purpose of the attached Food and Nutrition Services Employee Dress Guidelines is to promote employee safety while fostering an environment of professionalism.

These guidelines shall be used to provide guidance, information, and support to Food and Nutrition Services Employees.

For the Association:


For the District:

  
\_\_\_\_\_  
Ronda Walen  
Chapter President, Capistrano Chapter 224

  
\_\_\_\_\_  
Gordon Amerson, Ed.D.  
Associate Superintendent  
Human Resource Services

1/19/17  
\_\_\_\_\_  
Date

1/19/17  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Cecilia Lopez  
Labor Relations Representative

  
\_\_\_\_\_  
Rich Montgomery  
Executive Director  
Human Resource Services

1/19/17  
\_\_\_\_\_  
Date

1/19/17  
\_\_\_\_\_  
Date

CAPISTRANO UNIFIED SCHOOL DISTRICT  
FOOD AND NUTRITION SERVICES  
San Juan Capistrano, California

**SCHOOL SITE AND CENTRAL KITCHEN EMPLOYEE  
DRESS GUIDELINES**

**PURPOSE**

The purpose of these guidelines is to protect employees and the food they prepare by defining the standards of the Food and Nutrition Services Department regarding safe, sanitary and appropriate attire for the work place. Additionally, these guidelines serve to foster a feeling of pride and professionalism.

The Food and Nutrition Services Department, school site and central kitchen employees will wear clothing which promotes a safe and sanitary work environment for themselves and the food they handle. This includes limiting jewelry, restraining hair and keeping fingernails cleaned and trimmed, wearing protective clothing and footwear, and protection from any other potentially unsafe or unsanitary condition.

**PROCEDURE**

The following <b>should be worn</b> , and promote the following goals for our department: (1) Safety of all employees (2) Ensure a Professional Image		The following items <b>should not be worn</b> as they present a safety concern to the employee or other stakeholders:	
ITEM	RATIONALE	ITEM	RATIONALE
Department Issued Aprons** (Worn or frayed aprons should be traded in for a new one)	Guard against food contamination; promotes a safe and sanitary work environment	Jewelry* (i.e. long necklaces, bracelets, earrings, rings)	Can get caught in or on equipment, machines or other objects, and may cause bodily injury, damage to clothing and/or equipment
Name Badges**	District Policy	Shirts with long flowing sleeves	
Shirts with sleeves** Knee-length shorts	These items promote a positive and professional image for the department and promote employee safety	Oversized Clothing	
Khaki Pants		Jeans with Holes	Increase the risk and severity of employee injury due to burns
Jeans without holes		Thin, stretchable knit fabric tops and pants (i.e. yoga pants)	
School Spirit Wear		Spandex clothing	Tank / Sleeveless Tops
Closed Toed & Closed-Low Heeled Shoes**	Non-skid shoes are preferable to ensure protection from injury due to slips and to provide stable footing	Short Shorts	Can create an unprofessional image
		Revealing clothing	
		Sweat pants	

\*The following jewelry items may be worn: post earrings, smooth band rings, wedding rings

\*\*Required

Sources Referenced: California Health and Safety Code; California Department of Education



**Memorandum of Understanding**  
By and Between  
Capistrano Unified School District  
And

The California School Employees Association and its Capistrano Chapter 224  
(AB 119)

May 3, 2018

This Memorandum of Understanding (hereinafter, "MOU") is entered into by and between the Capistrano Unified School District (hereafter, "District") and the California School Employees Association and its Capistrano Chapter 224 (hereinafter, "CSEA") to implement provisions of Assembly Bill 119.

**1. DISTRICT NOTICE TO CSEA OF NEW HIRES**

- a) The District shall provide CSEA notice of any newly hired unit member, within ten (10) days of date of hire, via electronic mail to the CSEA Chapter President and the assigned Labor Relations Representative which will include the following information:
- i. Full Legal Name
  - ii. Date of Hire
  - iii. Classification
  - iv. Job Site/Department

**2. EMPLOYEE INFORMATION**

- a) "Newly hired employee" or "new hire" means any employee, whether permanent, full time, part time, hired by the District, and who is still employed as of the date of the new employee orientation. It also includes all employees who are, or have been previously, employed by the District and whose current position has placed them in the bargaining unit represented by CSEA. For those latter employees, for purposes of this article only, the "date of hire" is the date upon which the employee's employee status changed such that the employee was placed in the CSEA bargaining unit.
- b) The District shall provide CSEA with contact information on the bargaining unit new hires. The information will be provided to CSEA electronically via a mutually agreeable secure FTP site or service, on the last working day of the month in which they were hired. This contact information shall include the following items, with each field in its own column:
- i. First Name;
  - ii. Middle initial;
  - iii. Last name;
  - iv. Suffix (e.g. Jr., III)
  - v. Job Title/Classification;
  - vi. Department;
  - vii. Primary worksite name;
  - viii. Work telephone number;
  - ix. Home Street address (incl. apartment #)
  - x. City
  - xi. State
  - xii. ZIP Code (5 or 9 digits)
  - xiii. Home telephone number (10 digits);

- xiv. Personal cellular telephone number (10 digits);
- xv. Personal email address of the employee;
- xvi. Employee ID;
- xvii. CalPERS status;
- xviii. Hire date.

The parties agree to abide by Government Code 3558 and 6254.3.

This information shall be provided to CSEA regardless of whether the newly hired employee was previously employed by the District.

- c) Periodic Update of Contact Information: The District shall provide CSEA with a list of all bargaining unit members names and contact information on the last working day of September, January, and May. The information will be provided to CSEA electronically via a mutually agreeable secure FTP site or service. This contact information shall also include the following information, with each field listed in its own column:

- i. First Name;
- ii. Middle initial;
- iii. Last name;
- iv. Suffix (e.g. Jr., III)
- v. Job Title/Classification;
- vi. Department;
- vii. Primary worksite name;
- viii. Work telephone number;
- ix. Home Street address (incl. apartment #)
- x. City
- xi. State
- xii. ZIP Code (5 or 9 digits)
- xiii. Home telephone number (10 digits);
- xiv. Personal cellular telephone number (10 digits);
- xv. Personal email address of the employee;
- xvi. Employee ID;
- xvii. CalPERS status;
- xviii. Hire date.

The parties agree to abide by Government Code 3558 and 6254.3.

### 3. NEW EMPLOYEE ORIENTATION

- a) "New employee orientation" means the onboarding process of a newly hired public employee, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.
- b) The District shall provide CSEA mandatory access to its new employee orientations. CSEA shall receive not less than ten (10) days' notice in advance of an orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District's operations that was not reasonably foreseeable.

- i. In the event the District conducts a group orientation, the District shall release the Chapter President or designee to attend the orientation for the duration of the orientation. CSEA shall have thirty (30) minutes to conduct the CSEA orientation session. The CSEA Labor Relations Representative may also attend the orientation session(s).
  - ii. In the event the District conducts one-on-one orientations with new employees, CSEA shall have fifteen (15) minutes of paid release time for one (1) CSEA representative to conduct the orientation session. Said release time shall not be deducted from the total release time contained elsewhere in the collective bargaining agreement. The CSEA Labor Relations Representative may also attend the orientation session(s).
- c) The District shall include the CSEA membership application and a CSEA provided link for an electronic application, in any employee orientation packet of District materials provided to any newly hired unit members. CSEA shall provide the copies of the CSEA membership applications to the District for distribution.
  - d) The orientation session shall be held on District property during the workday of the unit member(s), who shall be on paid time unless the orientation is conducted prior to the unit member's start date.

#### 4. DURATION OF AGREEMENT

- a) Term: This Agreement shall remain in full force and effect from the date this Agreement is signed, through June 30, 2020, and shall be automatically renewed from year to year unless either party serves written notice upon the other between March 1 and April 1, 2019, or any subsequent anniversary date, of its desire to modify the Agreement. If negotiations for a subsequent Agreement continue after June 30, 2020, the provisions of this Agreement shall remain in effect until the negotiation of a new Agreement is completed. In the event an agreement is not reached with sixty (60) days after the demand to negotiation, either party can make a demand for interest arbitration.
  - i. Unless mutually agreed to by the parties, there shall be no reopening of negotiations on this during the life of the Agreement from the date this Agreement is signed, through June 30, 2020.
- b) Savings Clause: If any provisions of this agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect. In the event of suspension or invalidation of any provision of the agreement, the parties agree to meet and negotiate within thirty (30) days after such determination for the purpose of arriving at a mutually satisfactory alternative to the issue opened by the invalidation or suspension.
- c) District Disposition: The District's position is neutral as to AB 119 and this MOU. The District will not encourage employees or prospective employees or anyone to challenge this MOU or AB 119.

#### 5. INDEMNIFICATION

The Association shall indemnify, defend and hold the District and its employees or agents harmless (including reasonable attorney fees and costs) from any and all claims, demands or suits or any action arising from the provisions of this Memorandum of Understanding. Counsel must be approved in advance by CSEA which shall not unreasonably withhold approval.

Date: 5/4/18  
Initials: GW

California School Employees Association  
and its Capistrano Chapter 224

Ronda Walen 5/4/18  
Ronda Walen Date  
Chapter President

Tiffany Lopez 05/04/18  
Tiffany Lopez Date  
CSEA Labor Relations Representative

Capistrano Unified School District

Gordon Amerson 5/4/18  
Gordon Amerson, Ed.D. Date  
Associate Superintendent, Human Resources

Clark Hampton 5/4/2018  
Clark Hampton Date  
Deputy Superintendent

Memorandum of Understanding  
Between  
California School Employees Association  
And its Capistrano Chapter 224  
And  
Capistrano Unified School District

**RETURN IMPACTS AND EFFECTS (COVID-19)**

**November 6, 2020**

This Memorandum of Understanding is entered into between the Capistrano Unified School District (“District”) and the California School Employees Association and its Capistrano Chapter 224 (“CSEA”) concerning the impacts and effects of resumed District operations under COVID-19 pandemic conditions.

The District and CSEA recognize the importance of maintaining safe facilities and operations, for the benefit of the students and communities served by the District and its teachers and staff. We recognize the importance of prudent measures to prevent District employees, students, their families, or other people using District facilities from being exposed to or infected with coronavirus. We agree that reasonable continuity of District operations should be maintained, and reasonable accommodation should be made for District employees who are impacted by the pandemic.

Classified unit members have a critical role in reopening schools and distance learning to address the learning loss caused by COVID-19. The Legislature’s expressed intent is that school districts retain all classified employees and the Budget Act of 2020 provides funding and flexibility to school districts to avoid layoffs of classified employees in the 2020-21 fiscal year.

To these ends, the District and CSEA agree as follows:

**1. Safety:**

**1.1 Guidance**

The District shall follow federal, state and local safety guidance including, but not limited to, the California Department of Public Health ([CDPH](#)), and Division of Occupational Safety and Health ([DOSH or Cal/OSHA](#)) guidance for school reopening and COVID-19. The District shall notify CSEA of any changes to its reopening plan or changes in the reopening phase as soon as practicable. Further, the District shall notify CSEA of any new guidelines from federal, state, or local health authorities and shall negotiate the effects of implementing those guidelines.<sup>1</sup>

**1.2 Injury and Illness Prevention Plan**

The District agrees to post on the District’s website a copy of the District’s Injury and Illness Prevention Plan (IIPP), as a single PDF, including District plans to address unique circumstances during the COVID-19 crisis and agrees to provide updates to employees and parents. Further, the District shall provide documented plans for testing and contact tracing for when any on-site person(s) have tested positive for COVID-19 in accordance

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<sup>1</sup> See also further guidance: [CDC](#), [OSHA](#), [CDE](#), [CDPH](#), [CDPH School Reopening Recommendations](#), [Cal/OSHA](#), [CDPH Cal/OSHA Checklist](#), [OCHCA](#), [Orange County Together](#)

with CDPH guidelines. The District shall follow federal, state and local governmental guidance for the development, implementation and personnel training for the District tracing plan. Should there be a conflict among agencies the CDPH or the government agency with the highest standard shall be controlling.

### **1.3 Worksite-Specific COVID-19 Prevention Plan**

Per CDPH and Cal/OSHA guidance, the District will establish a written, worksite-specific COVID-19 prevention plan and an infectious disease preparedness plan at every facility. This plan will be made available on the District's and each school's public website.

### **1.4 Notice – Duty to Inform**

The District will inform CSEA as soon as practicable should it learn of a confirmed or likely coronavirus infection of District employees or students and at which campus or worksite said infection was found. It is understood that privacy rights under HIPPA and the Americans with Disability Act (ADA) shall be maintained. The District recognizes that it has a duty to inform employees and shall also notify bargaining unit members who may have been exposed to COVID-19 at work and shall provide COVID testing at no expense to bargaining unit members where potential exposure has occurred. CSEA agrees to cooperate with the District in any necessary public health actions, such as contact tracing of infected individuals.

### **1.5 Reporting Unsafe Working Conditions**

In the interest of protecting community and workplace health, any unit member may report, in writing, any identifiable unsafe condition in the working environment related to COVID-19 to the immediate supervisor. The District shall, as soon as possible or no later than the next business day, respond in writing to the unit member, with simultaneous copy to the CSEA Chapter President, stating what has been done to make the condition safe or, if no action will be taken, the reason(s) why. This method of resolving safety concerns shall not displace the right to file Cal/OSHA or other administrative complaints or to bring a grievance for violation of this agreement.

Unit members shall not be required to perform work reasonably considered to be unsafe. The unit member shall notify their supervisor in writing of an identifiable unsafe condition and may be directed to complete alternate work or work under modified conditions as directed until conditions are made safe for the completion of the original assignment.

### **1.6 Supplies**

The District shall follow federal, state, local guidelines including the CDPH hygiene training recommendations for unit members in public health measures, hygiene, and sanitation to help prevent the spread of the virus and will ensure that its facilities have the necessary supplies for preventative sanitation measures.

### **1.7 Personal Protective Equipment (PPE)**

The District shall make available to all unit members any personal protective equipment (PPE) necessary to comply with federal, state, local guidelines including CDPH, Cal/OSHA and OCHCA guidance and any PPE necessary to complete assigned tasks (i.e. including but not limited to masks, face shields, disposable gloves, disposable gowns, eye protection, respiratory protections, and other appropriate protective

equipment as needed). The District shall provide enough protective equipment to comply with CDPH guidance for students and staff appropriate for each classification or duty, relevant to Cal/OSHA requirements.

For cleaning in response to a confirmed or suspected COVID case or health procedures where a unit member comes into contact with bodily fluids, additional PPE such as shoe coverings and head coverings shall be provided.

If appropriate PPE is unavailable for the required work to be done, alternate work within the job description can be assigned that does not require that PPE, or the unit member may be sent home, without penalty or deduction of any sick or leave time, until the requested PPE is available. The intent of the parties is to ensure unit members have appropriate PPE for work assignments.

## **1.8 Physical Distancing**

The District will ensure that there is physical distancing enough to allow at least six (6) feet distance, to the greatest extent possible, between staff in their work environment and between staff and students/public to reduce the spread of coronavirus, which includes:

**1.8.1.1** Avoiding staff congregation in work environments, break rooms, staff rooms, and restrooms, and physical grouping of staff for training or staff development.

**1.8.1.2** Wherever practicable, the District shall rearrange workspaces to incorporate a minimum of six feet distance between unit members and between unit members and students/public.

**1.8.1.3** The District shall follow health guidelines and orders maintaining appropriate changes to physical layout in District facilities and vehicles to maintain physical distancing to the extent possible.

## **1.9 Air Quality**

The District will ensure that air filters on HVAC systems are changed regularly and follow CDPH guidelines.

## **1.10 Barriers/Partitions**

If physical distancing between workspaces or between unit members and students/visitors is not possible, the District will provide a plexiglass shield (e.g. sneeze guard) between other unit members/students/public, where practicable, to minimize exposure.

## **1.11 Sanitation**

The District shall establish and maintain a routine “deep-cleaning schedule” in accordance with CDPH, Cal/OSHA and OCHCA guidance and state orders. “Deep-cleaning schedule” is defined as a plan for keeping school facilities at high level of cleanliness, particularly sanitizing high-touch surfaces.

## **1.12 Training**

The District shall provide training on hygiene, sanitation, use of supplies and PPE in accordance with federal, state and local guidance. The District shall train unit members on its worksite-specific COVID-19 prevention plans.

### **1.13 Safety Working Group**

The District may establish a working group to focus on safety issues related to COVID-19, including issues that arise as District operations evolve and best practices. If such a working group is established, it shall include classified unit members appointed by CSEA.

### **1.14 Students, Outside Visitors, Groups and Contractors**

The District will instruct all students about proper handwashing techniques, face coverings, physical distancing, and other best practices for prevention of the spread of coronavirus.

The District will ensure that there are adequate hand-washing stations (whether in restrooms or otherwise) for all students, and that these stations are stocked with soap and hygienic (single-use) towels. The District will develop routines enabling students and staff to regularly wash their hands at staggered intervals. The District will consider portable handwashing stations throughout a site and near classrooms to minimize movement and congregations in bathrooms to the extent practicable. The District will limit access to campus for parents and other visitors, groups or contractors and require all visitors to wear a mask or face covering (disposable masks will be available at the entrance of each site). The District will evaluate whether and to what extent external community organizations can safely utilize the site and campus resources and ensure external community organizations and contractors that use the facilities also follow the school's health and safety plans and CDPH guidance. The District will review facility use agreements and establish common facility protocols for all users of the facility. The District shall establish protocols for accepting deliveries safely.

### **1.15 Face Coverings**

The District shall require face coverings for every person on site, including students and visitors, in accordance with State health guidelines and orders. Individuals who cannot wear a face covering because of a documented medical restriction, shall be afforded an interactive meeting to seek a reasonable accommodation.

## **2. Screening**

The District agrees to maintain specific plans for health screenings and clear standards in accordance with federal, state, and local guidelines. Screening should occur prior to allowing anyone into worksites. Any student, parent, caregiver, visitor, or staff with symptoms of COVID-19 (reference CDC and CDPH guidelines for COVID-19 symptoms) should not report to school or District sites.

The District will provide information to all employees regarding self-screening procedures and requirements necessary to enter District facilities.

Students and staff will be educated about COVID-19 symptoms and will be instructed about how to report symptoms if they occur during the day.

The District will screen staff and visitors to school sites daily in accordance with CDPH guidelines.



The District will screen students daily by conducting visual symptom and wellness checks at the beginning of each school day, including temperature reading with a no-touch thermometer in accordance with CDPH guidelines.

The District will exclude from entering District facilities any student, parent, caregiver, visitor, or staff showing symptoms of COVID-19 (reference CDC and CDPH guidelines for COVID-19 symptoms). Students may be placed in a waiting room pending parent/caregiver pickup.

When a unit member is not permitted to work due to screening during the day any time through December 31, 2020 (e.g. high temperature of 100.4° or greater, or positive report of key symptoms), the unit member may utilize available leave through HR 6201 and then medical leave. The parties may reopen this section in December 2020 and agree to at least three negotiation sessions, or less if an agreement is reached.

Records of staff screenings shall be kept in a safe, confidential location, and shall not be disclosed without unit member permission except to federal, state, or county public health officials.

The parties agree that screenings shall be considered a part of the standard workday. No unit member shall be required to be screened prior to their designated start time.

Temperature taking duties shall first be offered to bargaining unit members on a voluntary basis. Participating bargaining unit members shall be trained in screening technique prior to screening. If there are insufficient volunteers, the District will assign these duties to unit members.

The District shall purchase enough no-touch thermal scan thermometers (wall mounted preferred where practicable) for temperature checks upon entrance to facilities.

### **3. Testing and Tracing:**

The District is currently providing routine testing at no out of pocket cost to the unit member. The District and CSEA will work together to explore lower test cost options to minimize impact to insurance premiums. This may include testing during work hours at District sites as practicable or self-administered home testing (if reliable home testing becomes available).

## **4. Leave and Workers' Compensation**

### **4.1 Leave Related to COVID-19**

In the event a CSEA unit member is exposed to coronavirus or is taken ill with coronavirus, sick leave policies will be liberally construed to encourage such unit member to not infect others by coming to work. Similarly, those unit members with medical proof of susceptibility to the virus should it be detected among students or staff at a facility will be granted leave as liberally as possible when consistent with the school's operational needs. CSEA will notify its members of the District's commitments but shall not encourage its members to take leave unless there is a medical reason to do so.

If a unit member is directed to self-quarantine in accordance with OCHCA guidance due to close contact or potential exposure at work and the employee is unable to perform the duties of their job remotely while on quarantine, the unit member shall use ten (10) days of leave as allowed through HR 6201 through December 31, 2020. After available leave through HR 6201 is exhausted, the unit member shall be placed on paid administrative leave for a maximum of ten (10) work days or less under direction of the OCHCA. The parties may reopen this section in December 2020 and agree to at least three negotiation sessions, or less if an agreement is reached. After this leave is exhausted, unit members may use quarantine leave as outlined in the CBA.

HR 6201: The parties recognize that the Federal “Families First Coronavirus Response Act,” also known as HR 6201, provides unit member with two weeks (10 days) of paid leave for coronavirus-related absences, and extends Family Medical Leave Act (FMLA) leave. Specifically, HR 6201 provides as follows, effective 4/2/20 through December 31, 2020:

- 4.1.2** 80 hours (10 days) of paid sick leave for full-time unit members (pro rata for part-time) at the unit member’s regular rate of pay (up to \$511 per day and \$5,110 in total) if:
  - 4.1.2.1** The unit member is subject to a federal, state, or local quarantine or isolation order related to COVID-19;
  - 4.1.2.2** The unit member has been advised by a health care provider to self-quarantine because of COVID-19; or
  - 4.1.2.3** The unit member is experiencing symptoms of COVID-19 and is seeking a medical diagnosis.
  
- 4.1.3** 80 hours (10 days) of paid leave for full-time unit members (pro rata for part-time) at two-thirds the regular rate of pay (or state minimum wage, whichever is greater) up to \$200 per day and \$2,000 total if:
  - 4.1.3.1** The unit member is caring for an individual subject to an order or advised to self-isolate;
  - 4.1.3.2** The unit member is caring for their own child whose school or place of care is closed, or childcare provider is unavailable, due to COVID-19 precautions; or
  - 4.1.3.3** The unit member is experiencing substantially similar conditions as specified by the Secretary of Health and Human Services, in consultation with the Secretaries of Labor and Treasury.
  - 4.1.3.4** Unit members may coordinate accrued leave with HR 6201 two-thirds leave
  
- 4.1.4** For the duration of the applicability of HR 6201, the parties recognize that such leave as provided by HR 6201 shall be available to all unit members in the appropriate circumstances and shall be drawn prior to any other forms of paid or unpaid leave available to such unit members.
  
- 4.1.5** The parties further recognize that HR 6201 extends FMLA leave in various ways, including making it available to any unit member who has been employed for at least 30 days, making it available to unit members unable to work due to the need to care for a unit member’s minor child if the child’s school or place of care has been closed due to a public health emergency, and making it a paid leave at 2/3 pay after the first 10 days. (Those first 10 days could be covered by the 80 hours of paid leave

outlined above.) Unit members may coordinate accrued leave with HR 6201 FMLA two-thirds leave. Additionally, unit members may use HR 6201 FMLA leave intermittently absent a binding judicial decision to the contrary.

- 4.1.6** The District's obligation under HR 6201 shall cease after December 31, 2020 unless otherwise extended in writing by the parties.
- 4.1.7** Workers' Compensation: The District will review COVID-19 claims on a case by case basis. Only claims with a positive COVID-19 test will be considered to have met the definition of injury. SB 1159 creates a rebuttable presumption if there is a COVID-19 outbreak at District facilities for unit members exposed at work who are diagnosed with COVID-19 by a physician within 14 days of having come to work at a District site.

## **5. Accommodation:**

### **5.1 Accommodation of High-Risk Individuals**

The parties recognize that some unit members are at higher risk of severe illness from novel coronavirus due to existing medical conditions or age. The District agrees to protect and support staff who are at higher risk for severe illness (medical conditions that the CDC says may have increased risks) by providing, when practicable, options such as telework or negotiated change in classification or duties. If reasonable accommodations are not practicable, the District will work with the unit member to ensure access to applicable leaves.

### **5.2 Accommodation for Dependent Care**

Unit members may request existing forms of leave (paid or unpaid) to address a childcare provider or school emergency affecting their children. If unit members do not have access to their normal childcare due to the coronavirus pandemic and related program and school closures, then the District will attempt, when practicable to enable unit members to:

- work-from-home or
- adjust schedules or
- allow those unit members to take paid or unpaid leave.

## **6. Return Personnel**

- 6.1** The District and CSEA agree that unit members will either be working at their regularly assigned site, or other District site(s) in accordance with the CBA, or teleworking, dependent on the District's phase in the reopening plan (i.e. full distance learning, minimum days, full return of students) and approved reasonable accommodations.
- 6.2** The District will provide unit members working from home with all reasonably necessary equipment needed to perform their assigned duties.
- 6.3** The District agrees to give 48-hours' notice prior to requesting a unit member report back to their site, as practicable

## **7. Workload**

The District and CSEA agree to set up a committee to address anticipated increased workload concerns to accommodate CDPH and other public health guidelines and recommendations. The District and CSEA shall meet to address any concerns regarding workload. The District and CSEA acknowledge changes in workloads due to COVID-19. Unit members and managers are encouraged to discuss priorities and schedules to accommodate the increased and/or changed workload requirements using the IBA process in a non-disciplinary setting. A unit member may request representation if the employee has concerns about meeting workload expectations.

## **8. Duties**

The District and CSEA recognize temporary changes in job duties may be required to meet the requirements of CDPH guidelines. The parties agree this is a temporary solution to a current need and shall not be considered precedent setting for either party. Temporary changes in job duties shall be effective for the 2020-2021 school year and may cease prior to the end of the school year. District and CSEA representatives shall meet and identify COVID related duties and which classifications will be performing these duties.

## **9. 2020-2021 Job Security**

The District will follow all California government orders directing funding, hiring, or prohibiting layoffs of bargaining unit members. The parties recognize the intent of this language is to memorialize a commitment to abide by employment related direction from the Governor and preserve unit member positions, when required, when the state provides the funding. If during the life of this agreement the District adopts a layoff, all temporary duties and revised working hours for other classifications related to the position laid off, implemented in section 8 above, shall return to previous work responsibilities, absent an agreement.

## **10. Reclosure of Schools**

**10.1** The District agrees that reclosure of schools shall be in accordance with federal, state and local health orders.

**10.2** In the event District facilities are closed and/or District operations curtailed due to the pandemic, the District will follow all California orders specific to employment and funding. This may include CSEA unit members not suffering any loss of pay or benefits relative to their regular schedules for the period of closure or curtailment.

### **10.3 Unit members reporting during closures**

The District shall timely inform CSEA about which classifications of unit members, and how many, are required to report for work during COVID-19 related closures. The District shall keep CSEA informed of its current and planned operational needs as they affect unit members working during the pandemic and shall upon request bargain further about the effects of such operations.

## **11. Information and Further Negotiation**

The District will share with CSEA updates to standard operating procedures based on the most recent information received from CDPH or State guidelines regarding the impacts of COVID-19. This includes a commitment to negotiate the impacts of updates to the SOP.

**12. Compliance with further governmental orders**

The parties recognize that the COVID-19 pandemic is evolving and so is governmental response. The parties will comply with further state or federal legislation or orders as they affect the terms and conditions of employment of unit members and will bargain as needed over the effects of such further directives.

**13. Learning Continuity and Attendance Plan**

The District agrees to engage CSEA in the development of its Learning Continuity and Attendance plan.

**14. Duration of Agreement**

This MOU is a temporary agreement to address the extraordinary circumstances created by the novel coronavirus (COVID-19) pandemic. It does not create any precedents nor establish the status quo for future bargaining purposes. This MOU shall remain in effect until either the end of the day on June 30, 2021, or the lifting of the statewide State of Emergency declared on March 4, 2020 in response to the coronavirus outbreak, whichever comes first. Either party may request negotiations regarding evolving situations or other conditions not addressed in this MOU related to effects on unit members because of COVID-19.

Ronda Walen 11/6/20  
Ronda Walen Date  
Chapter President, CSEA Chapter 224

T. B. S.  
Tim Brooks  
Associate Superintendent  
Human Resource Services

November 6, 2020  
Date

Danny Torres  
Danny Torres  
Senior Labor Relations Representative

November 6, 2020  
Date