

Tentative Agreement Between La Canada Unified School District and
The California School Employees Association and Its La Canada Chapter 122

Wednesday, May 18, 2016

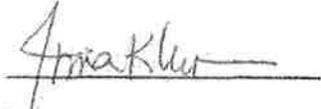
La Canada Unified School District ("LCUSD") and the California School Employees Association and its La Canada Chapter 122 ("CSEA") have reached tentative agreement on the following four (4) Memorandums of Understanding and the modifications to ten (10) existing articles to the collective bargaining agreement between LCUSD and CSEA, attached hereto:

- Memorandum of Understanding: Attendance Clerk Work Days
 - Memorandum of Understanding: Social Media Specialist
 - Memorandum of Understanding: Technologist I
 - Memorandum of Understanding: Technology Specialist I
 - Article II: Term/Duration
 - Article V: Association Rights
 - Article IX: Hiring
 - Article X: Notification of Job Opening
 - Article XII: Layoff and Reemployment
 - Article XIII: Hours of Employment
 - Article XV: Evaluations
 - Article XVII: Transfers
 - Article XVIII: Leaves
 - Article XXIII: Compensation
- CSEA and LCUSD also agree, that in addition to Compensation, Health & Welfare, School Calendar, and two additional articles of both CSEA and LCUSD's choice per Article VIII (Negotiations), CSEA will also be able to present desired changes to Article XXI (Grievance Procedure) that it would like to negotiate in its 16/17 reopener proposal.

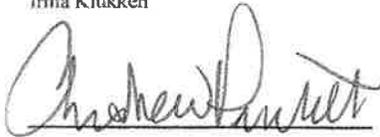
Signatures for CSEA



Teresa Pisacane, Chapter President



Irma Klukken



Andrew Prickett, CSEA LRR

Signatures for LCUSD



Dr. Jeff Davis, Assistant Superintendent, HR

MEMORANDUM OF UNDERSTANDING
BETWEEN LA CANADA UNIFIED SCHOOL DISTRICT AND THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA) AND ITS LA CANADA CHAPTER #122
REGARDING INCREASING THE WORK HOURS AND WORK YEAR OF THE ELEMENTARY SCHOOL
ATTENDANCE CLERKS

The La Canada Unified School District ("District") and the California School Employees Association ("CSEA" or "Association") and its La Canada Chapter# 122 enter into this Memorandum of Understanding concerning increasing the work year of the elementary school attendance clerks by two days (one day will be the day before school begins and the other day will be the day after school ends). Their work calendar will now be school year plus two days. CSEA and the LCUSD agree to reconvene next school year to update the job description to reflect the two additional days and assess any additional changes. This document shall constitute the agreement of the parties.

Mark Green
Jeff Davis
Maddell

Anna Kline
Andrew Brubett (CSEALRA)
Teresa Pascone
[Signature]
Linda Dwyer

La Canada Unified School District

Dated 5/16/16

California School Employees Association

Dated 5-16-16

MEMORANDUM OF UNDERSTANDING
BETWEEN
LA CANADA UNIFIED SCHOOL DISTRICT
AND
THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS CHAPTER #122

September 18, 2015

The California School Employees Association and its Chapter #122 (CSEA) and La Canada Unified School District (the District) agree to the following:

1. The establishment of a Social Media Specialist (Part-time) position at Range 32 on the LCUSD/CSEA schedule under the supervision of the Student Technology Specialist. This position will be 18.75 hours per week, school year only (10 months).



Teresa Pisacane
CSEA Chapter President, Chapter #122



Dr. Jeff Davis
LCUSD, Assistant Superintendent, HR



Tron Burdick
CSEA Labor Relations Representative

CLASSIFIED EMPLOYMENT OPPORTUNITY

Social Media Specialist – Part-Time

Deadline: Open until filled

Brief Description of Position:

Under the supervision of the Student Technology Specialist, assists with creation of articles, photos, and content for the district website. Qualifications: 1. Strong writing experience, basic computer skills, and ability to learn website platform. 2. Education Requirements: High school diploma or equivalent, college writing courses and/or successful experience taking college English courses preferred. Salary: Range 32 on the LCUSD CSEA schedule

Work Calendar:

Position is 18.75 hours per week, with work hours falling anytime between 7:45 a.m. and 5:00 p.m. Position will cover elementary and secondary school sites. The work calendar is school year (10 months) only, which is currently August 12, 2015 through May 27, 2016. Chosen candidates will begin upon proof of fingerprint and TB clearance. All classified new hires must pass a 12-month probationary period to become a permanent employee of the District.

Duties and Responsibilities:

- Communicates with principals about article topics and writes features to be posted on district and school site websites.
- Meet with teachers and students to create the content for websites and other social media outlets.
- Maintains and updates content on websites.
- Support the training of staff in using the website.
- Attends in-services, staff, and curriculum meetings as requested.
- Performs duties in related areas as required.

Must Be Able To:

- Must have strong command of the English language and the ability to write clearly and effectively for a public audience.
- Must have strong editing skills to prepare content to be published on the website.
- Conduct an interview with prepared questions and guide interviewee to gain solid story.
- Work effectively and efficiently with all levels of District personnel, student, parent, and the public.
- Maintain confidentiality.
- Exercise tact and good judgment in disseminating information.
- Innovative and flexible.
- Work effectively without close supervision.
- Understand and carry out oral and written instructions.
- Issue understandable instructions.
- Perform a variety of basic clerical work.
- Maintain cooperative

working relationships with supervisor and others contacted in course of work. > Photography skills desired. > Travel to various school sites and district office

Must Have Knowledge Of:

> Correct English usage, grammar, spelling, punctuation, and composition. > Basic journalism skills regarding tone, voice, and audience when writing for the educated public.

> District policies, rules, and regulations. > Basic computer skills. > Organization and time management. > General safety practices. > Operation of standard office equipment, including computers.

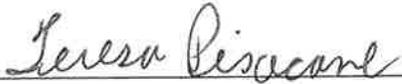
Physical Requirements: > Able to work in a variety of buildings, facilities and outdoor environments with varying degrees of temperature and weather conditions. > Have sufficient physical ability and mobility to work in an office setting. > To stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight. > Able to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard. > Able to travel to other locations

MEMORANDUM OF UNDERSTANDING
BETWEEN
LA CANADA UNIFIED SCHOOL DISTRICT
AND
THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS LA CANADA
CHAPTER #122

May 19, 2016

The California School Employees Association and its La Canada Chapter #122 (CSEA) and La Canada Unified School District (the District) agree to the following:

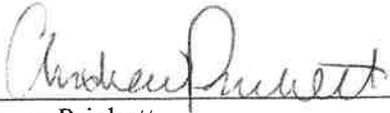
1. The establishment of a Technologist I position at Range 33 on the LCUSD/CSEA salary schedule under the supervision of the Director of Technology. This position will be 20 hours per week, school year only (10 months).



Teresa Pisacane
CSEA Chapter President, Chapter #122



Dr. Jeff Davis
LCUSD, Assistant Superintendent, HR



Andrew Prickett
CSEA Labor Relations Representative

TECHNOLOGIST I

DEFINITION:

Under the supervision of the Director of Technology and assigned supervisor or administrator, a Technologist I assists staff and students in the utilization computer equipment and related instructional materials as first level support at school sites and for administrative personnel.

Duties INCLUDE (but are not limited to):

- Responds in a timely fashion to service requests from the district technology service request system
- Communicates step by step directions effectively over the phone and in person
- Updates the status of all work orders in compliance with department standards
- Performs informal training on how to use hardware and software during the course of a service call
- Installs, configures, and catalogs new computers, printers, and other peripherals
- Assists in the basic maintenance, upgrades, troubleshooting, and repair on computers, mobile devices, instructional technology, printers, and peripherals, and directing other requests to the appropriate resource when necessary
- Assists in the installation, configuration, and upgrades of district approved computer software applications
- Supports any needed inventory or catalog updates connected to installation, repair, or disposal
- Assists in troubleshooting software issues related to networking, operating systems, and software applications.
- Maintains a working knowledge in district systems, hardware, and other technologies
- Assists users with hardware and software use.
- Performs related duties, as assigned.

Qualifications Guide

Knowledge of:

- Basic knowledge of principles, operations, and capabilities of computers, mobile devices, projectors, network printers, and instructional technology
- Troubleshooting best practice
- Basic preventative maintenance and troubleshooting techniques
- Correct English usage, grammar, spelling, punctuation, and vocabulary
- Basic arithmetic
- Proper lifting techniques
- District policies, rules, regulations

Technologist I Continued

Page 2 of 2

Ability to:

- Operate, demonstrate, maintain, and adjust computers, mobile devices, and related equipment.
- Maintain A/V equipment, computers, and mobile devices
- Communicate effectively in oral and written forms.
- Interact with customers in a professional, patient, and respectful manner.
- Understand and follow oral and written instructions.
- Maintain accurate records and files.
- Provide technology instruction to staff, students, and parents.
- Learn methods and procedures to be followed in an instructional setting.
- Establish and maintain effective working relationships with others.
- Exercise patience, tact, sensitivity, and good judgement with staff, students, and parents.
- Assume responsibility and work independently.
- Analyze, diagnose, and isolate basic computer hardware and software problems.
- Be insured at standard vehicle liability and work at various sites

Training/Experience/Required Certification:

High School graduation or equivalent.

One year verifiable experience performing basic computer hardware and software troubleshooting and support.

College level coursework or workshops in computer applications desirable.

Experience in an instructional setting with school age children is desirable.

Valid State of California Class C driver's license.

Physical Demands:

Primary functions require sufficient physical ability and mobility to work in an office setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate computer equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; and to verbally communicate to exchange information.

Approved by: _____

Date: _____

Reviewed and Agreed to by: _____

Date: _____

MEMORANDUM OF UNDERSTANDING
BETWEEN
LA CANADA UNIFIED SCHOOL DISTRICT
AND
THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS LA CANADA
CHAPTER #122

May 19, 2016

The California School Employees Association and its La Canada Chapter #122 (CSEA) and La Canada Unified School District (the District) agree to the following:

1. The establishment of a Technology Specialist I position at Range 46 (to be established) on the LCUSD/CSEA salary schedule under the supervision of the Director of Technology. This position will be 40 hours per week, 11 months per year.



Teresa Pisacane
CSEA Chapter President, Chapter #122



Dr. Jeff Davis
LCUSD, Assistant Superintendent, HR



Andrew Prickett
CSEA Labor Relations Representative

TECHNOLOGY SPECIALIST I

DEFINITION:

Under the supervision of the Director of Technology and works closely with the site Technologists Supervises and participates in the coordination and delivery of information and/or technology systems and services to District users while also participating in the monitoring, maintenance, and troubleshooting of systems, services, hardware, and software.

EXAMPLE OF DUTIES INCLUDE (but are not limited to :)

- Operates and maintains a variety of equipment including computers, printers, network servers, and other networking equipment
- Provides desktop support services to maintain optimum system operations including preventative maintenance
- Assists with the administration and troubleshooting of the district's network and servers and associated hardware and software
- Coordinates and participates in the installation, use, and upgrades of vendor supplied hardware and software
- Coordinates and participates in the installation, upgrade, troubleshooting and repair of district computers and printers
- Performs preventative maintenance on hardware and software; performs basic hardware repair
- Maintains records on all computer installations and technology service requests; maintains equipment and software inventory
- Works with vendors to resolve hardware and software problems
- Manages the loading of software on district computers ensuring consistent, legal, and secure computer hard drive images
- Administrates, maintains, updates, and provides troubleshooting and end user support for the district's information systems and other network services (e.g. email, web hosting...)
- Works with vendors on software and hardware installations, troubleshooting, administration and maintenance
- Follows trends and research in educational and informational technology fields
- Creates documentation and other technical documents
- Provides assistance with District technology initiatives as needed
- Assists with the security of the district network against intrusion, disruption, and unauthorized use including hacking, viruses, email spam, and inappropriate internet web access
- Performs related duties, as assigned

QUALIFICATIONS GUIDE

Knowledge of:

- Computer operating systems

Information Systems Supervisor

Page 2 of 2

- Components and capabilities of computer hardware and software
- Basic industry-standard networking principles
- Basic understanding of networking protocols

- Understanding of physical wiring standards including copper and fiber optics
- District policies, rules, and regulations

Ability to:

- Install computers, printers and other peripherals
- Install and test software and hardware
- Communicate effectively orally and in writing
- Use basic arithmetic
- Learn new skills to remain current with technology changes
- Establish and maintain effective working relationships with others
- Assume responsibility and work independently
- Analyze, diagnose and isolate computer system and network problems and difficulties
- Develop and write complex reports, technical procedures, user manuals and bulletins
- Train others when applicable
- Manage time effectively between sites if applicable
- Be insured at standard vehicle liability and work at various sites

Training/Experience/Required Certification:

- Three years of responsible experience in computer maintenance, systems design and network design
- Experience in educational setting preferred
- Courses in computers, networking, and/or management and supervision
- Knowledge of and experience with the current district network operating system
- Passing score on District technology skills exam
- Possession of a valid State of California Class C driver's license

Physical Demands:

Primary functions require sufficient physical ability and mobility to work in an office setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate computer equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; and to verbally communicate to exchange information.

Approved by: _____ Date: _____

Reviewed and Agreed to by: _____ Date: _____

CSEA and its La Canada Chapter 122

Proposal

To

La Canada Unified School District

May 20th, 2016

ARTICLE II

TERM/DURATION

Length of Agreement: This agreement shall ~~become effective on November 1, 2012~~ **be in force and in effect from the date of ratification by CSEA and approval of the LCUSD School Board (whichever is later)** and shall continue in effect to and including June 30, 2015 **2018** and from year to year thereafter unless alteration or amendment is requested in writing in accordance with the Negotiations Article (VIII).

CSEA

Liam Boxerone 5/23/16
Andrew Furett 5/23/16

LCUSD

Dr. Jeff Davis 5/25/16

Agreed to
1-22-16

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS CHAPTER #122
PROPOSAL TO
LA CANADA UNIFIED SCHOOL DISTRICT**

JANUARY 22, 2016

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ARTICLE V

ASSOCIATION RIGHTS

1. The Association shall have the following rights in addition to the rights contained in any other portion of this Agreement.
 - A. The right to schedule through normal administrative procedures the use of school equipment, buildings, and facilities, to transact Association business at times when such use does not interfere with the maintenance and operation of the District.
 - B. The right to use the intra-school mail, electronic communication; to maintain a CSEA marked mailbox at the District Office, employee mailboxes, and bulletin Boards for all Association communications in accordance with District procedures. Communications posted on a bulletin board shall be dated and shall give the name of the Association sending the communication and the name of a responsible officer of the Association and a copy shall be forwarded to the District Office.
 - C. The right of access to employee work locations to conduct all lawful Association business. Access right is limited to lunch breaks, coffee breaks, and/or before and after the regular working hours of the employees. Officials of the CSEA who are not employees of the District must sign in at the site's main office.

19 D. The Association will be supplied with a complete by hour-in-paid-status seniority roster of
20 all employees in the bargaining unit by November 30th of each year. The roster shall
21 indicate the employee's present classification and primary job site. The President and
22 Treasurer of the Association will be sent copies of all Governing Board personnel actions
23 affecting employees in the bargaining unit within five (5) working days following any Board
24 of Education Meeting. **The Association will also be supplied with a monthly list of all**
25 **newly employed bargaining unit members that will include the employees name, work**
26 **location and contact information.**

27 E. The right to receive upon request two (2) copies of any and all written reports submitted to

any other governmental agency which relate to bargaining unit negotiations.

- 1 F. The right to receive upon request two (2) copies of all applications to any other
2 governmental agency for any grant, funding, or approval of any kind when such grant,
3 funding, or approval has direct impact on the bargaining unit service.
- 4 H. The right of unpaid release time for employees who are CSEA state officers to conduct
5 CSEA business subject to prior notice to the immediate supervisor.
- 6 I. The Association may hold **New Employee** orientation sessions for employees ~~in~~ entering the
7 bargaining unit during regular working hours, limited to two – ~~two~~ **one** hour sessions per year
8 on
9 District scheduled in- service days.
- 10 J. The District shall not form or cause to be formed any Advisory Committee on any matter
11 concerning bargaining unit employees without prior notification of the Association, and will
12 allow the Association to appoint at least one representative to any such Advisory Committee
13 formed.
- 14 K. The scope of representation shall incorporate all matters relating to wages, hours of
15 employment, and other terms and conditions of employment as per law.
- 16 2. Nothing herein may be construed to limit the right of the District to consult with the Association on
17 any matter outside the scope of representation. To the extent that any agreement arrived at through
18 consultation is reduced to writing and embodied in this Agreement or any addendum to this
19 Agreement, the provisions shall be binding on all parties.
- 20 3. The right of release time for (1) one Association member to attend the CSEA annual conference at
21 District expense. The amount of release time to coincide with the length of the conference. Only
22 actual expenses will be reimbursed, not to exceed \$400.
- 23 4. The District shall provide ~~up to twenty five (25) hours of~~ **reasonable** release time each month for
24 the purpose of preparing for negotiations and negotiating from commencement of negotiations until
agreement is reached. Such release time shall be scheduled to minimize interference with the
representatives'

work assignment. Other meetings necessary to reach agreement will be held outside of working hours.

5. Within thirty (30) days after the execution of this Contract, the District shall provide, without charge, a copy of this Contract to every employee in the bargaining unit. Any employee who becomes a member of the bargaining unit after execution of this Agreement shall be provided with a copy of this Agreement by the District without charge at the time of employment. Each employee in the bargaining unit shall be provided by the District without charge with a copy of any written changes agreed to by the parties to this Agreement during the life of this Agreement.

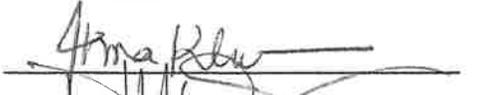
6. Upon initial employment employee in the bargaining unit shall receive from the District a copy of the current contract, an applicable job description, a specification of the monthly and hourly rates for the position, a statement of employee's regular work site, regularly assigned work shift, the hours per day, days per week, and months per year. Additionally, the District shall give each new employee a CSEA will provided the employee with a New Membership packet.

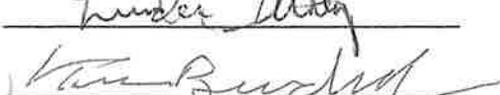
7. The District shall provide a program of in-service training for employees in the bargaining unit designed to maintain a high standard of performance and to increase the skills of employees in the bargaining unit. In-service training shall be conducted during regular working hours or employees shall be compensated for attendance.

Date 1-22-16

CSEA

District











THE LA CANADA UNIFIED SCHOOL DISTRICT'S PROPOSAL TO THE CALIFORNIA
SCHOOL EMPLOYEES ASSOCIATION AND ITS LA CANADA CHAPTER #122

ARTICLE IX

HIRING

1. DEFINITION

- A. "Classification" means that each position in the classified service shall have 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 each such position, and the regular monthly salary ranges for each such position.
- B. "Permanent" as used in a phrase "permanent employee" includes tenure in the classification in which the employee passed the required probationary period, and includes all of the incidents of that classification.
- C. "Regular" as used in a phrase "regular classified employee" or any similar phrase, refers to a classified employee who has probationary or permanent status.
- D. "Short-term employee" means any person who is employed to perform a service for the district, upon the completion of which, the service required or similar services will not be extended or needed on a continuing basis. Before employing a short term employee, the governing board, at a regularly scheduled board meeting, shall specify the service required to be performed by the employee pursuant to the definition of "Classification:" in Section 1.A. of this article, and shall certify the ending date of the service. The ending date may be shortened or extended by the governing board, but

shall not extend beyond 75 percent of a school year.

E. "Restricted employee" means an employee hired pursuant to any local, state, or federally -funded program which restricts the privilege of all citizens to compete for employment under that program. Restricted employees filling regular classified positions shall be part of the bargaining unit. The employment of restricted classified personnel shall not limit promotional opportunities for existing employees in the bargaining unit.

F. "Substitute employee" means a person hired to perform the duties of a position in the bargaining unit in the temporary absence of the employee who is regularly assigned to that position.

(1) The District may employ substitute employees to work in an open position for not more than 60 calendar days, unless the Association agrees to a longer period of time.

2. EMPLOYMENT QUALIFICATIONS

A. All employees are required to complete the following prior to commencing employment:

(1) Be fingerprinted. Expense will be shared by prospective employee and the District. The employee will assume the cost of having his/her fingerprints taken; the District will pay any cost associated with Department of Justice and/or FBI processing. Fingerprint forms once completed, shall be returned by the employee to the Human Resource office.

(2) Furnish evidence to show that they are free from active tuberculosis at the District's expense. This requirement must be met every four (4) years.

- (3) Each applicant may be requested to provide a current health history prior to employment. A physical exam by the District Physician may be required prior to employment and at the expense of the District.
- (4) **Each applicant is required to successfully complete specified mandated trainings prior to beginning employment.**
- (5) Upon employment: physical examinations, TB and other immunizations, if required either by law, The District or the Governing Board, shall be provided for by the District Physician or at District expense.
- (6) All employees shall complete all legally required forms of the District Human Resources office prior to commencement of employment.
- (7) All regular employees paid for four (4) hours or more daily are required to become members of the Public Employees Retirement System (*PERS or CalPERS*). A percentage of the employee's salary shall be withheld as required by law.

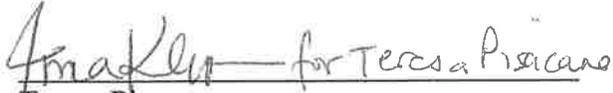
3. PROBATIONARY PERIOD

- A. All employees in the bargaining unit shall serve a 12 months' probationary period prior to being classified as permanent.
- B. The probationary period shall not include the time served under intermittent substitute, short-term, or limited-term employment, but shall date from the time of appointment to a regular position.
- C. A probationary employee who resigns or is terminated during the probationary period shall, in the event of re-employment, be required to complete a full probationary period commencing from the date of re-employment.

4. The District shall provide restricted short-term and substitute employees with an opportunity to perform the duties performed by regular employees serving in the same class.
5. The District agrees to inform the Association of all short-term job openings, State, and Federal employment projects, or student employment programs ten (10) days prior to the implementation of the project. None of these projects shall have the effect of decreasing the number of classified positions or displacing personnel in the bargaining unit.

AGREEMENT
BETWEEN
LA CANADA UNIFIED SCHOOL DISTRICT
AND
THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS LA CANADA
CHAPTER #122

November 30, 2015


Teresa Pisacane
CSEA Chapter President, Chapter #122


Dr. Jeff Davis
LCUSD, Assistant Superintendent, HR


Tron Burdick
CSEA Labor Relations Representative

THE LA CANADA UNIFIED SCHOOL DISTRICT'S PROPOSAL TO THE CALIFORNIA
SCHOOL EMPLOYEES ASSOCIATION AND ITS LA CANADA CHAPTER #122

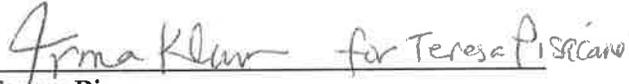
ARTICLE X

NOTIFICATION OF JOB OPENING

1. When a vacancy occurs or new positions are added, notification shall be distributed from the District Office ten (10) working days prior to the closing date of the position and will be posted for ten (10) working days prior to the closing date. **Openings that occur after the close of the regular school year will also be posted for ten (10) days on the District website.** Notices will be posted on designated Association bulletin boards in the District Office, in all schools, in the Maintenance and Operations Office, and in the high school cafeteria kitchen (during the school year). Additionally, ten (10) or eleven (11) month employees and/or employees on vacation, leave, or layoff shall be notified of specific types of vacancies when an employee letter of intent has been filed. Such letters of intent shall be submitted to the Human Resources Office. Such employees shall have the right to have an Association member file for job openings on his/her behalf.
2. Applications on file shall be reviewed and updated by the employee when such person is applying for a new position or the filling of a vacancy.
3. All in-district applicants for specified position vacancies shall be notified concerning the disposition of their applications.
4. If qualification examinations are required, applicants will be given the examination schedule at the time their application is completed.
5. All district job applicants will be notified of the outcome of any position they are interviewed for.

AGREEMENT
BETWEEN
LA CANADA UNIFIED SCHOOL DISTRICT
AND
THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS LA CANADA
CHAPTER #122

November 30, 2015


Teresa Pisacane
CSEA Chapter President, Chapter #122


Dr. Jeff Davis
LCUSD, Assistant Superintendent, HR


Tron Burdick
CSEA Labor Relations Representative

THE LA CANADA UNIFIED SCHOOL DISTRICT'S PROPOSAL TO THE CALIFORNIA
SCHOOL EMPLOYEES ASSOCIATION AND ITS LA CANADA CHAPTER #122

ARTICLE XII

LAYOFF AND REEMPLOYMENT

1. REASON FOR LAYOFF

Layoff shall occur only for lack of work or lack of funds.

2. NOTICE OF LAYOFF

Any layoffs shall only take place after ~~forty-five (45)~~ **sixty (60)** calendar days notice. The District shall notify the affected employees in the bargaining unit in writing ~~forty-five (45)~~ **sixty (60)** calendar days prior to the day of layoff and shall specify the reason(s) for any such layoff.

3. REDUCTION IN HOURS

Any involuntary reduction in regularly assigned time shall be implemented in the same manner as layoffs, except that any reduction of hours providing less remuneration than unemployment compensation may be considered a layoff by the employee.

4. ORDER OF LAYOFF

A. Any layoff shall be affected within a class. The order of layoff shall be based on District seniority date within that class plus seniority date in any higher class. The District shall maintain a seniority roster and update during July of each year or whenever a layoff occurs to be distributed by ~~October 15th~~ **November 30** of each year.

B. "Class" is any group of positions sufficiently similar in duties, responsibilities, and

authority that the same job title, minimum qualifications, and salary range are appropriate for all positions in this group.

5. BUMPING RIGHTS

An employee involuntarily laid off from his or her present class with greater seniority in the District may bump an employee with less District seniority in an equal or lower class if he or she has District rights in that class or can meet the qualifications of that class.

6. LAYOFF IN LIEU OF BUMPING

An employee who elects a layoff in lieu of bumping or whose hours are involuntarily reduced, maintains his/her reemployment rights under this Agreement.

7. EQUAL SENIORITY

If two (2) or more employees subject to layoff have equal District or class seniority, the determination as to who shall be laid off will be based on date of hire and total number of hours worked as verified by payroll. Those standards being equal, the determination shall be made by the District.

8. REEMPLOYMENT RIGHTS

A. Persons laid off are eligible for reemployment in the class from which they are laid off for a thirty-nine (39) month period and shall be re-employed in the reverse order of layoff. An employee shall notify the District of his or her intent to accept or refuse reemployment within ten (10) working days following receipt of reemployment notice. Persons will be allowed up to ten (10) working days to terminate his/her employment if employed.

B. In addition, they shall have the right to apply for promotional positions within the filing period specified in the promotion Article of this Agreement and use their District

seniority therein for a period of thirty-nine (39) months following layoff. Employees on a reemployment list shall be notified of reemployment or promotional opportunities by first class mail.

9. VOLUNTARY DEMOTION OR VOLUNTARY REDUCTION IN HOURS

Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff or remain in their present positions rather than be reclassified or reassigned, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of up to 24 months, providing that the same tests of fitness under which they qualified for appointment to the class shall still apply.

Employees who take voluntary demotion or reductions in assigned time in lieu of layoff shall be, at the employee's option, returned to a position in their former class or to positions with increased assigned time as vacancies become available, and with no time limit, except that they shall be ranked in accordance with their seniority on any valid reemployment list.

10. REEMPLOYMENT IN HIGHEST CLASS

Employees shall be re-employed in the highest related job classification available in accordance with their class seniority. Employees who accept a position lower than their highest former class shall retain their original thirty-nine (39) month rights to the higher paid position.

11. RETIREMENT IN LIEU OF LAYOFF

Any employee in the bargaining unit may elect to accept a service retirement in lieu of layoff, voluntary demotion, or reduction in assigned time. Such employee shall, within ten (10) workdays prior to the effective date of the proposed layoff, indicate in writing to the District their intention to enter retirement.

AGREEMENT
BETWEEN
LA CANADA UNIFIED SCHOOL DISTRICT
AND
THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS LA CANADA
CHAPTER #122

November 30, 2015



Teresa Pisacane
CSEA Chapter President, Chapter #122



Dr. Jeff Davis
LCUSD, Assistant Superintendent, HR



Tron Burdick
CSEA Labor Relations Representative

LA CANADA UNIFIED SCHOOL DISTRICT'S
PROPOSAL TO
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA)
AND IT'S CHAPTER #122
September 18, 2015

ARTICLE XIII
HOURS OF EMPLOYMENT

1. The District work week is forty (40) hours of work served over a seven-day period. The normal work week is eight (8) hours per day, exclusive of lunch, Monday through Friday, unless otherwise arranged by his/her immediate supervisor. The District may assign employees to nonconsecutive work days during the seven-day period when mutually agreed or when the needs of the District so dictate due to emergencies or circumstances beyond the District's control.
2. The length of any classified employee work day shall be established by the District in compliance with law for each employee relative to the needs of the District. Each employee in the bargaining unit shall be assigned a fixed, regular and ascertainable minimum number of hours.
3. Any employee in the bargaining unit who is requested by their immediate supervisor to work an average of fifteen (15) minutes or more per day in excess of his or her regular part-time assignment for a period of twenty (20) consecutive working days or more shall have his/her regular assignment adjusted upward to reflect the longer hours, effective with the next pay period.
4. The District agrees to compensate employees in the bargaining unit at the rate of one and one-half (1 1/2) times the employee's regular rate for work accomplished in excess of the eight (8) hour work day or forty (40) hour work week. Employees who work on a holiday

shall be paid for the holiday plus time and a half for all hours actually worked (double time and a half). Overtime shall be ~~distributed and rotated as equitably as practical~~ **offered on a rotating seniority basis** among employees in the bargaining unit within each department **or site**. An employee may refuse overtime assignments that are not of an emergency nature. Each administrator, or administrative designee, shall maintain a list of employees by classification who have made a request in writing (Appendix L) for overtime assignments. The original order of placement on the list shall be based upon District seniority. Thereafter, requests shall be added to the list in the order they are received. In the case of simultaneous requests, the order of placement shall be based upon District seniority. Letters of interest/request for overtime or additional work shall remain current until withdrawn by the employee. Where there are insufficient or no written requests, upon reasonable notice, an employee shall be required to work overtime as needed. However, he/she may refuse overtime assignments that are not of an emergency nature. Reasonable notice shall be deemed to be no less than twenty four hours in advance, except in cases of emergency **or unanticipated circumstances** ~~or when necessary to meet unanticipated peak work loads~~. The District shall make reasonable efforts to provide as much advance notice as possible when it becomes apparent that overtime work may be required.

At the ~~elementary~~ sites, selection preference shall be given to an employee currently assigned to the site requiring additional work. In the event the work request is not filled, selection reverts to the existing list.

5. When an employee is required for a "call-out ~~out~~ **back**" assignment for emergency or extra work, he/she shall be paid for a minimum of four (4) hours work on an overtime basis as provided in Item 4 of this Article. Standby time shall also be paid on an overtime basis.

6. BREAKS

- A. Each employee shall be granted a fifteen (15) minute break during each four (4) hour period of work. This time is considered to be part of the work day.
- B. The break shall be taken at a time approved by the immediate supervisor.

7. HOURS OF WORK

- A. The immediate supervisor shall establish the daily beginning and closing hours of work including the time and length of the lunch period.

- B. The lunch period shall be for a minimum of thirty (30) minutes and a maximum of sixty (60) minutes. (The lunch period is not counted within the eight (8) hour working day.) If the employee is required to work during his/her lunch or noon period by the supervising administrator or administrative designee, he/she shall be paid at the overtime rate.
 - C. "Flex time," when mutually agreed upon by a classified employee and his/her supervisor, may be used when a classified employee needs to be absent for less than 50% of their work day. When flex time is used it must be made up within a week of the absence or the employee shall be docked for the time he/she was absent.
 - D. "Comp time" may be used when a classified employee is assigned work beyond the eight- hour work day or forty hour work week scheduled and he/she is provided time off at a rate of one and one-half (1 ½) for the amount of time worked. Comp time may be taken when mutually agreed upon by a classified employee and his/her supervisor in lieu of overtime pay, and must be used within thirty (30) days, or extended with the approval of the immediate supervisor. Comp time for classified employees who work less than a forty hour week shall be provided time off at a rate equal to the amount of time worked.
8. Any employee in the bargaining unit whose assigned work shift commences at 2:30 P.M. or later shall be granted an additional ~~15 cents per hour~~ **five (5) % 25 cents** per hour on monthly salary. Classified employees also shall receive regular pay whether or not they are required to report for work on school days when students would otherwise have been in attendance but are not (for example, for reasons such as unexpected crisis, local emergencies, civil emergencies, or natural disasters), and for which certificated personnel receive regular pay. To be eligible for any such additional pay day, bargaining unit employees must be in paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the paid day.
9. "School Year" is defined by the CSEA Calendar and distributed by the District in June before the end of school to each classified employee.

The California School Employees Association and its Chapter #122 (CSEA) and the La Canada Unified School District (the District) agree to these modifications and changes to Article XIII (Hours of Employment) of the LCUSD/CSEA contractual agreement.



Teresa Pisacane
CSEA Chapter President, Chapter #122



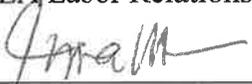
Dr. Jeff Davis
LCUSD, Assistant Superintendent, HR



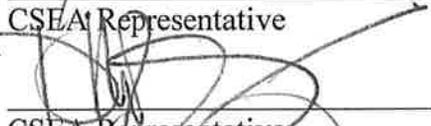
Tron Burdick
CSEA Labor Relations Representative



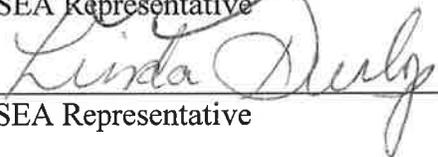
Mark Evans
LCUSD, Chief Business/Operations Officer



CSEA Representative



CSEA Representative



CSEA Representative

**PROPOSAL BY THE LA CANADA UNIFIED SCHOOL DISTRICT TO THE
CALIFORNIA SCHOOL EMPLOYEE ASSOCIATION (CSEA) AND ITS LA CANADA**

CHAPTER #122

January 11, 2016

ARTICLE XV

EVALUATIONS

1. REPORTS OF PERFORMANCE

- A. A written ~~performance~~ **evaluation** report shall be made by the immediate supervisor to the Superintendent's Designee for each probationary employee within fifteen (15) days after completion of the third (3rd), ~~and sixth (6th), and eleventh (11th)~~ month of probationary service (see Appendix B – **Evaluation Performance Report**) with additional evaluation as needed for those employees needing improvement prior to determining permanency. The **evaluation** ~~report~~ shall be discussed with the employee and a copy of the ~~report~~ **evaluation** given to the employee at these times.
- B. Employees attaining permanent status shall receive a written performance evaluation annually by the immediate supervisor (see Appendix B – **Evaluation Performance Report** copy in contract). The evaluation shall be discussed with the employee and a copy shall be sent to the Human Resource Department, a copy given to the employee, and a copy retained by the immediate supervisor. The written performance evaluation

shall be completed prior to May 15 of each year.

- C. **In an effort to ensure employees and supervisors have a shared understanding of the employees current level of performance, supervisors may issue an unscheduled evaluation in addition to the annual evaluation** ~~An unscheduled report may be made by the immediate supervisor~~ for corrective measures or notation of exemplary performance.
- D. Classified employees will be informed within fifteen (15) days of employment or the beginning of each work year as to who their immediate supervisor will be for purposes of evaluation. This supervisor will be a supervisory employee of the District. Supervisors may receive input from other staff members for whom the employee provides services.
- E. The evaluation shall address the job strengths and areas of superior performance/specific work performance and job behavior required to improve (sections 2, 3, and 4 of Appendix B) as appropriate. An evaluation of "Unsatisfactory" in an evaluation category shall be accompanied with a specific statement of the deficiencies noted by the evaluator and specific recommendations for improvement.

All other sections of Article XV (Evaluations) shall remain the same.

Date: 1-11-16

CSEA

Teresa Piscane

Linda Dudy

[Signature]

Tom Bush

—

District

Dr. J. J. [Signature]

[Signature]

[Signature]

[Signature]

[Signature]

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND IT'S LA CANADA CHAPTER #122
COUNTER PROPOSAL TO
LA CANADA UNIFIED SCHOOL DISTRICT
November 30, 2015**

ARTICLE XVII

TRANSFERS

- 1 **Involuntary Transfers** -Transfer of employees in the bargaining unit on a temporary or permanent basis may be initiated by the District at any time such transfer is in the best interest of the District. These transfers shall not be affected until after a consultation with the employee involved, **which shall take place no less than five days before the date of transfer.** Such transfers shall not be for punitive or capricious reasons. ~~Employees may not be forced to transfer to lower job classifications, except as provided in the Evaluation (IV) and Layoff (XII) Articles of this Agreement.~~
- 4 2. **Voluntary Transfers** -Employees in the bargaining unit may apply in writing to the District for a lateral ~~or promotional~~ transfer to an open position **of the same classification. Employees may also transfer into similar position or positions for which they are qualified that are within the same pay range.** Position vacancies will be distributed ~~eleven(11)~~ **ten (10)** working days prior to the closing date. Such **transfer** requests shall be made through the immediate supervisor of the employee **and the office of Human Resources within the first five (5) days of posting**
3. ~~If one (1) or more employees apply for a transfer to an open position with the same classification and the same pay range, one of these employees shall receive the transfer. Any employee requesting a voluntary transfer shall be given first consideration for a vacant position.~~

5 Transfers may be made for any or all but not necessarily limited to the following:

6 A. Specific needs of the District.

7 B. Special skills and interests of the employee.

8 C. Seniority.

9 ~~D. Resolution of disciplinary actions favorable to the employee.~~

10 ~~E. Employees in the bargaining unit who have been reinstated following disciplinary action~~

11 ~~may request a transfer.~~

Date Nov. 30, 2015

FOR THE ASSOCIATION:

Irma Klein
[Signature]
Linda Dwyer
[Signature]
Ann Burk

FOR THE DISTRICT:

Dr. J. P. Davis
Mark C. Cera
[Signature]

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS CHAPTER 122

Agreed to
1-22-16

PROPOSAL TO

LA CANADA UNIFIED SCHOOL DISTRICT

January 22, 2016

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ARTICLE XVIII

LEAVES

1. BEREAVEMENT LEAVE

A. An employee in the bargaining unit shall be entitled to a paid leave of absence not to exceed three (3) days, or not to exceed five (5) days if travel of 400 300 miles or more is required to

attend services on account of the death of any member of his immediate family (see Appendix E - Bereavement Leave Form).

B. No deduction shall be made from the compensation of any such employee on account of such leave. Such leave, if taken, shall not be deducted from any other leave provided by this Agreement.

C. "Members of the Immediate Family" as related to the employee and/or spouse/domestic partner used in this section means ~~the mother, father,~~

~~grandmother, or grandfather of the employee or of the spouse and/or of domestic partner of~~

14 _____ the employee, and the spouse, domestic partner, son, son-in-law, daughter, daughter-in-law,
15 _____ brother, or sister of the employee, grandchild of either the employee or the employee's
16 _____ spouse, and/or domestic partner or any relative living in the immediate household of the
17 _____ employee.

_____ **Mother**

Father

Grandmother

Grandfather

Son

Daughter

~~**Uncle**~~

Step child

Step Sister

Grandchild

Brother

Sister

Brother in law

Sister in law

~~**Aunt**~~

Step parent

Step brother

1 4. SICK LEAVE

2 A. Paid sick leave will be allocated on the basis of one (1) day for each month of service at the
3 regular rate of pay and at a rate equal to the percentage of time regularly worked and will be
4 pro- rated for part-time employees.

5 B. Sick leave may be used for personal illness or injury, that is not job incurred, and/or for the
6 illness or injury of a spouse, child, parent or domestic partner.

1. Employees utilizing sick leave shall call/email to their designated work site at least ~~30~~ 60 minutes before the beginning of their shift.

- 7 C. Unused sick leave shall be transferred from school districts in which the employee has
8 worked and unused sick leave will be accumulated from year to year.
- 9 D. Sick leave may be taken any time during the year in which it is earned. If the employee
10 terminates prior to earning the amount of sick leave taken, the excess sick leave used will be
11 deducted from the final pay check.
- 12 E. Sick leave is not granted for less than one-half (1/2) day ~~two hours~~.
- 13 F. The District may require, and the employee shall provide, a doctor's statement to verify
14 illness or injury after five (5) consecutive days of absence, or after exhaustion of annually
15 accrued sick leave.
- 16 G. Sick leave may be used by a female employee in the bargaining unit during a period of six
17 (6) weeks following childbirth.
- 18 H. Employees after having used all sick leave, industrial accident leave, vacation time and any
19 other paid leaves will be entitled to be compensated at 50% of the employee's regular salary
20 for the remainder of a period not to exceed 100 working days, beginning on the first day of

1 illness.

2 I. Upon retirement, any unused sick leave may be credited to retirement credit in accordance

3 with Government Code Section 20862.5, or its successor.

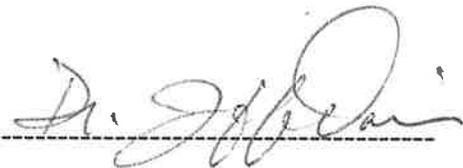
All other sections of Article XVIII – Leaves shall remain the same.

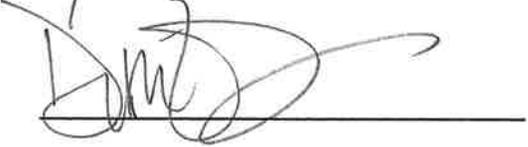
Date 1-22-16

CSEA

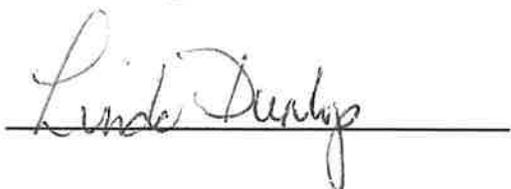
District















La Canada Unified School District's Counter Offer to the Offer from the California School Employees Association and its La Canada Chapter # 122 of May 18, 2016

- Increase of four percent (4.0 %) on the CSEA Salary Schedule retroactive to July 1, 2015.

La Canada Unified School District

Dr. J. J. Davis
Mark Cleary
Bradley

Date 5/18/16

CSEA

Franklin
Andrew Hurrett (CSEA LRA)
Jesse Lawrence
Kim Daily

Date 5-18-16