

**Tentative Agreement Between
The California School Employees Association (CSEA) and Its La
Canada Unified School District Chapter # 122 and
The La Canada Unified School District
May 15, 2019**

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

Article XXIII Compensation

- CSEA and LCUSD agree to a salary increase of 2.5% to be added on to the salary schedule effective July 1, 2019.
- Updated Language changing longevity

Article XIV Health and Welfare

- CSEA and LCUSD have agreed to status quo on Article XXIV Health and Welfare

Article XXI Grievance

- CSEA and LCUSD have agreed to status quo for Article XXI Grievance Procedure

Article IX Hiring

- Updated Language

Article X Notification of Job Opening

- Article folds into Hiring Article

Table of Contents

- Updated numbering

Article II Term/Duration

- Updated dates and names

CSEA 5/15/19

Linda Dwyer

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]
Mark Ewan 5/15/19

Calendars

- CSEA and LCUSD agree to the 21-22 calendar year.

Reclassifications

Job Description Changes

Date:

For District:

Mark E. Green 5/15/19

Dr. Anna 5/15/19

For CSEA Chapter 122

Randy 5/15/19

Dee 5/15/19

Anita 5/15/19

[Signature] 5/15/19

Julie 5/15/19

Jerry Stover 5/15/19

LCUSD to CSEA Chapter 122

May 15, 2019

Article XXIII Compensation

1. Implement the agreed upon reclassifications, as recommended by the committee at an estimated cost of \$29,721, or about 0.33%.
2. Increase of 2.5% to the salary schedule effective July 1, 2019.
3. Updated language from Article XXIII Paragraph 2, noted below, to make salary schedule compliant with CalPERS requirements for retirement. Estimated cost of 0.125%.

~~2. A longevity increment of two and one-half percent (2 1/2%) above the maximum of his/her salary range shall be paid to an employee in the bargaining unit beginning ten (10) years of continuous service in the District through his fourteenth (14th) year of service. Commencing in the 15th, 20th and 25th year of continuous service and thereafter, employees in the bargaining unit shall receive an additional two and one-half (2 1/2%) above the maximum for a total of ten percent (10%).~~

~~Effective July 1, 2006, an employee commencing the 24th year of continuous service and thereafter, shall receive an additional two and one-half (2 1/2 %) above the maximum for a total of ten percent (10%). Effective July 1, 2007, an employee commencing the 23rd year of continuous service and thereafter, shall receive an additional two and one-half (2 1/2 %) above the maximum for a total of ten percent (10%).~~

Mark C. Cerra 5/15/19
D. Cerra 5/15/19

CSEA 5/15/19
J. Stover
L. Stover
C. Stover

2 Movement across the salary schedule for Step I to Step VI occurs annually. Each year of service until Step VI will result in the bargaining unit member advancing to the next Step on the salary schedule. At the beginning of the eighth (8th) year of continuous service with the District, a bargaining unit member will move to Step VII. Commencing in the tenth (10th) year of continuous service with the District the employees will move to Step VIII. Continuing service with the District will result in movement to Step IX at the beginning of the fifteenth (15th) year, to Step X at the beginning of the twentieth (20th) year, Step XI at the beginning of the twenty-third (23rd) year of service and Step XII at the beginning of the twenty-fifth (25th) year of service.

4. **Change in Hygiene Stipend Language, Article XXIII Paragraph 10, to reflect a flat rate.**

10. Student Hygiene Duty Differential will be paid to classified members whose assignment duties require him/her on a regular basis to assist designated students, per student's Individual Education Plan (IEP)/504 Plan, in the use of bathroom facilities (including changing diapers and clothes, cleaning/showering) and providing personal hygiene care. ~~The employee will receive an additional 5% differential based upon his/her monthly salary.~~ The employee will receive an additional stipend of \$1,000 per semester. The differential shall be initiated by a Personnel Request Form (PRF) from the school site authorized by the site administrator and approved by the Director of Special Education.

Mark Curran 5/15/19
Draude 5/15/19

CSEA 5/15/19
Lenny Stover
1st
Kenny
Curtis
m

CSEA 5/15/19

The California School Employees Association (CSEA) and Its La Canada Chapter #122

And the

La Canada Unified School District

CSEA Counterproposal #1

May 8, 2019

ARTICLE IX

HIRING

1

2

3

4

1. DEFINITION

5

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.

6

7

8

9

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.

10

11

12

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.

13

14

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.

15

16

17

18

19

20

21

22

E. "Restricted employee" means an employee hired pursuant to any local, state, or federally -

(4) Each applicant is required to successfully complete specified mandated trainings prior to beginning employment.

Mark E. ...
Dradda

CSEA 5/15/19

Am Note

[Signature]

[Signature]

21

Jimmy Stover
human resources

23

[Signature]

24

(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.

(8) District employees may apply for any positions that are internally and/or externally posted, for which they meet

~~When the District intends to temporarily fill a permanently vacant bargaining unit position the District shall give first consideration to a permanent District employee in a lower classification provided the employee possesses the minimum~~

~~qualifications to fill the higher classification and earned an overall "meets standard" or "exceeds standards" with no individual marks of "needs improvement" or "unsatisfactory" on their last performance evaluation~~

~~whose last performance~~

~~evaluation was satisfactory or better.~~ Internal candidates who meet these

criteria will be guaranteed an interview. Interviews shall include internal and external candidates. If the District employee is not selected, the employee

may request a meeting with Human Resources to provide employee feedback

regarding their interview. ~~The District reserves the right to return~~

1

2

3

4

5

24 5/15/19
u Rite
my stover
hinder
the

The California School Employees Association (CSEA) and Its La Canada Chapter #122
And the
La Canada Unified School District

CSEA Counterproposal #1
May 8, 2019

Mark E. Evans
D. Craddock

~~the employee to the lower class at any time and fill the position either temporarily
or permanently with another employee or candidate.~~

~~(9) FIRST CONSIDERATION — Employees who possess the minimum requirements~~

~~And who pass the District's examination procedures, if any, shall be interviewed~~

~~For the promotional position prior to the District's interviewing any other~~

~~Candidate. If as a result of reviewing qualifications, examination scores and~~

~~interview, a District employee and a non-District employee are equal, the~~

~~employee with the most District seniority shall be selected.~~

6 3. PROBATIONARY PERIOD

7 A. All employees in the bargaining unit shall serve a 12 months' probationary period prior to
8 being classified as permanent.

9 B. The probationary period shall not include the time served under intermittent substitute,
10 short-term, or limited-term employment, but shall date from the time of appointment to a
11 regular position.

12 C. A probationary employee who resigns or is terminated during the probationary period shall,
13 in the event of re-employment, be required to complete a full probationary period
14 commencing from the date of re-employment.

15 4. The District shall provide restricted short-term and substitute employees with an opportunity to
16 perform the duties performed by regular employees serving in the same class.

17 5. The District agrees to inform the Association of all short-term job openings, State, and Federal
18 employment projects, or student employment programs ten (10) days prior to the implementation of
19 the project. None of these projects shall have the effect of decreasing the number of classified

CSEA 5/15/19
CSEA

The California School Employees Association (CSEA) and Its La Canada Chapter #122
And the
La Canada Unified School District

CSEA Counterproposal #1
May 8, 2019

Mark E. Lora
Dee Lora

20
positions or displacing personnel in the bargaining unit.
1
2

ARTICLE X

NOTIFICATION OF JOB OPENING

(6) 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. ~~If~~

~~after interview, the unit member is denied the position, the Superintendent or designee shall provide,~~

The California School Employees Association (CSEA) and Its La Canada Chapter #122
And the
La Canada Unified School District

CSEA Counterproposal #1
May 8, 2019

~~— upon the unit member request, written rationale as to why the position was denied. Such requests~~

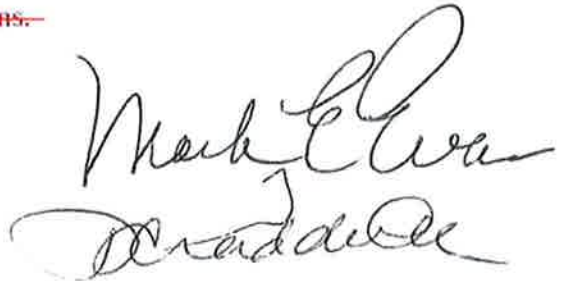
~~— shall not be denied for arbitrary or capricious reasons.~~

CSEA 5/15/19

Comm. Pct. #1



Jimmy Stover
hmd Dwy



AGREEMENT




Between the

LA CAÑADA UNIFIED SCHOOL DISTRICT



and the

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
CHAPTER 122**

Effective

5/15/19 CSEA

DO
Am Mkt



JUNE 14, 2016 to JUNE 30, 2018
June 20, 2019 – June 30, 2022

5/15/19



LA CAÑADA UNIFIED SCHOOL DISTRICT

TABLE OF CONTENTS

CLASSIFIED AGREEMENT

5/15/19

Dr. [Signature]
Mark E. [Signature]

Edwin
in [Signature]
[Signature]
[Signature]

Article

Page

I	Preamble/Agreement	1
II	Term/Duration	2
III	Recognition	3
IV	District Rights	4
V	Association Rights	7
VI	Employee Rights	10
VII	Dues and Payroll Deductions	12
VIII	Negotiations	14
IX	Hiring	15
X	Notification of Job Opening	18
XI	Reclassification	19
XII	Layoff and Reemployment	23
XIII	Hours of Employment	26
XIV	Safety and Working Conditions	29
XV	Evaluations	31
XVI	Disciplinary Actions	33
XVII	Transfers	38
XVIII	Leaves	39
XIX	Vacations	50
XX	Holidays	52
XXI	Grievance Procedure	54
XXII	Work Stoppage	59

Handwritten signatures: "Lundberg", "Carrillo", "J. J. Foster", "D. Cradock", "Mark E. Cradock"
~~XXIII~~ XXII Compensation..... 60

~~XXIV~~ XXIII Health and Welfare 63

~~XXV~~ XIV Early Retirement..... 65

APPENDICES

Appendix A	Classification Salary Relationship, Clerical, Fiscal, Secretarial, and Related Personnel Classification Salary Relationship, Maintenance, Operations, Grounds, Warehouse and Construction Classification Salary Relationship, Food Service Classes
Appendix B	Evaluation
Appendix B2	Evaluation for Permanent Classified Employees
Appendix C	Notice of Charges - Statement of Cause (Permanent Classified Employee)
Appendix D	Demand for Hearing (Permanent Classified Employee)
Appendix E	Employee Absence Form
Appendix F	Grievance Form
Appendix G	Grievance Appeal Form
Appendix H	Hourly Classified Salary Schedule
Appendix I	Monthly Classified Salary Schedule
Appendix J	Health and Welfare Benefit Selection Sheet
Appendix K	Position Description Questionnaire
Appendix L	Letter of Interest for Overtime/Additional Time/Substitution
Appendix M	Catastrophic Leave Program Application
Appendix N	Catastrophic Leave Program Participation

ARTICLE I

PREAMBLE/AGREEMENT

*Dr. [unclear]
Mark E. [unclear]*

1. This Agreement is entered into this 1st day of November, 2012, between the Board of Education of the La Cañada Unified School District of La Cañada, California, hereinafter called the "District" and Chapter 122, of the California School Employees Association, hereinafter called the "Association".
2. This Agreement shall supersede such rules, regulations or practices of the District which are or may, during the term of this Agreement, be contrary to or inconsistent with its content.
3. Reduction or elimination of employee benefits which are brought about by the amendment or repeal of statutory guarantees incorporated into this Agreement shall obligate the parties within ten (10) days of such amendment or repeal to negotiate to determine if such benefits should be restored to this Agreement.
4. If any Articles, sections or provisions of this Agreement shall be found to be contrary to, or in conflict with, federal or state law, that Article, section or provision only shall be rendered void with no affect because of the contradiction or conflict with federal or state law to any other Article, section, or provision of this Agreement. The Association and District shall meet to change/amend/or modify the article according to law.

CSEA 5/15/19

Linda Dwyer

[Signature]

Ann Ratto

[Signature]

Greg Stover

ARTICLE II
TERM/DURATION

Dr. [Signature]
Mark [Signature]

Length of Agreement: This Agreement shall 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, 2018 2022 and from year to year thereafter unless alteration or amendment is requested in writing in accordance with the Negotiations Article (VIII).

Signed and entered into this ____ day of _____.

Approved by CSEA Chapter 122

Approved by Governing Board

Membership meeting of

La Cañada Unified School District

DATE: _____

DATE: _____

[Signature]

Corina Ritter, President

Brent Kuszyk, President

[Signature]

Dina Loftus, Lead Negotiator

[Signature]

Wendy Sinnette, Superintendent

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15

ARTICLE III

RECOGNITION

1. The District recognizes CSEA and its La Cañada Chapter 122, as the sole and exclusive bargaining agent for classified employees in accordance with Section 45103 of the Education Code with the exception of Management, Supervisory and Confidential employees, short-term and substitute employees and employees who, by nature of their position, are required to be certificated.

CONTRACTING OUT

2. During the term of this Agreement the District agrees not to contract out any work contained within the classification description of bargaining members except in a verifiable emergency or in the case of a project that can not be reasonably accomplished by permanent classified employees. This article shall not pertain to legally required "force account" work under the Government Code.

MEMORANDUM OF UNDERSTANDING

BETWEEN LA CANADA UNIFIED SCHOOL DISTRICT AND THE LA CANADA UNIFIED SCHOOL DISTRICT'S CALIFORNIA SCHOOL EMPLOYEE ASSOCIATION (CSEA) AND ITS LA CANADA CHAPTER #122 REGARDING THE APPROVAL OF RECLASSIFICATION PETITIONS

May 15, 2019

The La Canada Unified School District (LCUSD) and the California School Employee Association ("CSEA" or "Association 11) and Its La Canada Chapter #122 enter into this Memorandum of Understanding concerning approval of the following reclassification petitions as discussed and agreed to between the parties during official negotiations sessions.

Position Title	Current Pay Range	New Pay range/Title	Employee
Facilities Maintenance I	21	23/Facilities Main I- Landscape	Jose Martinez
Facilities Maintenance I	21	23/Facilities Main I- Landscape	Feliciano Anguiano
Facilities & Maintenance	21	25/ LEAD (Elementary)	Jesus Martinez
Facilities & Maintenance	21	25/LEAD (High School)	Agustin Martinez
Facilities/Maint. VII- HVAC	35	37/Facilities/Maint. VIII- HVAC	Louis Portillo
ACCOUNTING TECH I	33	33/ Change 11 mo. > 12 mo.	Irma Klucken
Food Service Workers	11	12/no change to current title	Various (15 current)

The parties understand and agree that the District Job Committee will update the job descriptions that led to the increase in classifications for the above positions. The positions to be implemented July 01, 2019.-

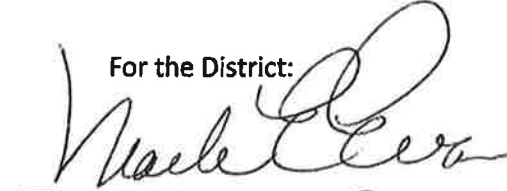

DATE: 5/15/19

For the Association:


Amy Stover


Amy Stover

For the District:


Mark Cera


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

May 8, 2019

The California School Employees Association and its LA CANADA Chapter# 122 (CSEA) and LA CANADA UNIFIED SCHOOL DISTRICT (the District) agree to the changes in the following job descriptions:

1. The establishment of a Facilities/ Maintenance V Maintenance Worker position at range 33 on the LCUSD/CSEA salary schedule under the supervision of the Manager of Maintenance and Operations. This position will be 40 hours per week and 12 months.
2. A job description revision for the current position of Facilities/ Maintenance VIII- Plant Technician. There is no range change for the Facilities/ Maintenance VIII- Plant Technician.
3. A job description revision for the current position of Paraprofessional II. There is no range change for the Paraprofessional II.
4. A job description revision for the current position of Paraprofessional I- Science Laboratory Aide. There is a range change for the Paraprofessional I- Science Laboratory Aide from 19 to 23.
5. A job description revision for the current position of Paraprofessional III. There is no range change for the Paraprofessional III.
6. A job description revision for the current position of Library Coordinator K-6. There is no range change for the Library Coordinator K-6.
7. A job description revision for the current position of Library Coordinator 7-8. There is no range change for the Library Coordinator 7-8.
8. A job description revision for the current position of Office Assistant II. There is no range change for the Office Assistant II.
9. A job description revision for the current position of District Wide Administrative Secretary. There is no range change for the District Wide Administrative Secretary.

DATE: 5/15/19

For the Association:







For the District:




CSEA Work Calendar 2021-22

Mark Starnes 5/17/19
Curtis 5/17/19

DRAFT 1.5/15/19

	1 st week					2 nd week					3 rd week					4 th week					Student Instructional Days	CSEA Work Days	Non-Work Days for Less Than 11 Mos.	School Break Days	Legal Holiday	Local Holiday
	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F						
	July										Aug.															
	12	13	14	15	16	19	20	21	22	23	26	27	28	29	30	2	3	4	5	6						
1 st school month Aug. 16 - Sept. 3	Aug.																									
	9	10	11	12	13	16	17	18	19	20	23	24	25	26	27	30	31	1	2	3	15	15				
2 nd school month Sept. 6 - Oct. 1	Sept.																									
	6	7	8	9	10	13	14	15	16	17	20	21	22	23	24	27	28	29	30	1	19	19			1	
3 rd school month Oct. 4 - Oct. 29	Oct.																									
	4	5	6	7	8	11	12	13	14	15	18	19	20	21	22	25	26	27	28	29	20	20				
4 th school month Nov. 1 - Dec. 3	Nov.										15	16	17	18	19											
	1	2	3	4	5	8	9	10	11	12	15	16	17	18	19	22	23	24	25	26	19	22		3	2	1
5 th school month Dec. 6 - Jan. 7	Dec.										20	21	22	23	24	29	30	1	2	3						
	6	7	8	9	10	13	14	15	16	17	20	21	22	23	24	31	1	2	3	4	14	20	1	5	2	3
6 th school month Jan. 10 - Feb. 4	Jan.																									
	10	11	12	13	14	17	18	19	20	21	24	25	26	27	28	31	1	2	3	4	19	19			1	
7 th school month Feb. 7 - Mar. 4	Feb.																									
	7	8	9	10	11	14	15	16	17	18	21	22	23	24	25	28	1	2	3	4	18	18			2	
8 th school month Mar. 7 - Apr. 1	Mar.																									
	7	8	8	10	11	14	15	16	17	18	21	22	23	24	25	28	29	30	31	1	20	20				
9 th school month Apr. 4 - Apr. 29	Apr.																									
	4	5	6	7	8	11	12	13	14	15	18	19	20	21	22	25	26	27	28	29	15	20		5		
10 th school month May 2 - June 2	May																									
	2	3	4	5	6	9	10	11	12	13	16	17	18	19	20	23	24	25	26	27	23	23			1	
	May																									
	30	31	1	2	3	6	7	8	9	10	13	14	15	16	17	20	21	22	23	24						
Total Days																					182	196	1	13	9	4

1 st quarter:	Aug. 16 – Oct. 8	(39 days)	Legal Holiday: Sept. 6, Nov. 11, Nov. 25, Dec. 24, Dec. 31, Jan. 17, Feb. 18, Feb. 21, May 30
2 nd quarter:	Oct. 11 – Dec. 17	(44 days)	Local Holiday by Contract: Nov. 26, Dec. 22-23, Dec. 30
3 rd quarter:	Jan. 4 – Mar. 18	(51 days)	School Break Days (unpaid for employees working calendars less than 12 months, unless vacation time is available and approved: Nov. 22-24, Dec. 20-21, Dec. 27-29, Apr. 4-8)
4 th quarter:	Mar. 21 – June 2	(48 days)	Non-work/non-paid day for employees working calendars less than 11 months (may be taken as a vacation day if approved and available: Jan. 3)
First day of school for students:	August 16		
Last day of school for students:	June 2		
Professional Development Days by Work Calendar:	Aug. 13 (SY Only); Aug. 11 (SY + 2, Food Services); Aug. 12 (SY + 2, Elem. Attendance)		
Classified Employee Work Calendars:			
1. School Year Only	August 13, 2021 – June 2, 2022	5. School Year + 10 Days	August 9, 2021 – June 9, 2022
2. School Year + 2 Days (Food Services)	August 11, 2021 – June 2, 2022	6. School Year + 15 Days	August 2, 2021 – June 9, 2022
3. School Year + 2 Days (Elem. Attendance)	August 12, 2021 – June 3, 2022	7. Eleven Months	July 19, 2021 – June 17, 2022
4. School Year + 5 Days	August 10, 2021 – June 3, 2022	8. Twelve Months	July 1, 2021 – June 30, 2022 (all days except holidays)