

**CAPISTRANO UNIFIED SCHOOL DISTRICT AND  
CAPISTRANO UNIFIED EDUCATION ASSOCIATION**

**TENTATIVE AGREEMENT**

March 22, 2016

The current "Agreement between the Capistrano Unified School District and Capistrano Unified Education Association" (Agreement), expired on June 30, 2015. Except as amended in this document and/or attachments hereto, the Agreement shall remain in full force and effect for the agreed-upon term of the successor agreement. The parties agree as follows:

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

- 1.1 This agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, and is effective for the period July 1, 2015 through June 30, 2017, by and between the Capistrano Unified School District, hereinafter referred to as "District," and the Capistrano Unified Education Association, an affiliate of CTA/NEA, hereinafter referred to as "Association."
- 1.2 This agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code of the State of California.
- 1.3 The provisions of this agreement shall be applicable to those personnel represented by the exclusive representative as enumerated in Article 2.2.
- 1.4 All articles of this agreement shall remain in full force and effect from the date of ratification of this contract until June 30, 2017, when it shall terminate.
- 1.5 Notwithstanding the provisions of Section 1.4 above, each party to the Agreement shall have the right to reopen total compensation (Articles 13 and 14) and two additional articles, for 2016-17, by providing written notice to the other party not later than May 1, 2016 (for 2016-17 only, April 1 in subsequent years unless parties agree to another date).

**ARTICLE 5 - Hours of Employment**

Amend section 5.3.3 as follows: "Grades 4-5: 292 minutes daily average per week."

Add the following sentence to section 5.3.4: "Teachers who have fourth and fifth grade students (including any 3/4 and 4/5 combination classes) will receive 80 minutes of weekly instructional planning time."

Late Start MOU signed on November 13, 2015, but no Agreement language change.

Add section 5.1.2 to the Agreement to provide as follows: "Certificated unit members are to use the District-approved Learning Management System (LMS) to communicate with secondary students (grades 6-12) and parents regarding grades, academic matters and other educationally relevant issues. The District and CUEA will work together through EERC and otherwise towards this end."

### **Unit Member Child/Children Enrollment Proposal**

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

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

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

### **Middle School Duties**

Parties agree to a two year MOU (July 1, 2016 through June 30, 2018) to primarily utilize campus supervisors and/or other staff, as determined by the District, to reduce supervisory responsibilities for middle school teachers before and after school.

### **New College and Career Counselor Position (add Section 5.5.1 and see attached job description, effective July 1, 2016)**

**College and Career Counselors.** Effective July 1, 2016, under the direction of a high school administrator or certificated manager, the College and Career Counselor shall be responsible for counseling at, organizing, maintaining and operating high school level college and career center(s); counseling students on a wide variety of college and career issues; building relationships with higher education and other vocational programs; and, providing counseling with and communicating with students, faculty, parents and community representatives concerning career planning counseling and college entrance counseling issues. Hours for this position are seven (7) hours per day exclusive of a 35 minutes duty-free meal period and will include non-traditional workday/evening hours. Location may be at a school site(s) and/or satellite location(s).

### **Amend section 5.11 as proposed by CUEA on January 13, 2015 (9:38 am proposal)**

### **ARTICLE 8 – Class Size**

Add one (1) additional nurse to the current bargaining unit.

[NOTE: The March 30, 2015 Tentative Agreement approved by CUEA and the District included language that was inadvertently omitted from the printed Agreement. The language is to be included at the end of section 8.5 as follows:]

At the secondary level, these maximums apply only to core academic classes (English, Math, Science, Social Studies, and Foreign Language).

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

**(MOU Pilot Program for 2016-17 School Year Only)**

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

**ARTICLE 10 – Leaves**

See District's 12/15/15 proposal, previously attached. Plus, to include "... The 12 week differential pay period shall be reduced by any period of sick leave, if available to the unit member, during the 12 week period."

**Article 12 – Negotiations Procedures**

Amend section 12.1 to include the parenthetical phrase "(except as set forth in section 1.5 above)" after "April 1."

**ARTICLE 13 – Health and Welfare Benefits**

**ARTICLE 14 – Wages**

**Amend Article 13, section 13.1 and 13.1A as follows:**

13.1 As of January 1, 2016, 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:

A. Medical Coverage

**HMO Medical Plans**

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

|                         |   |
|-------------------------|---|
| Employee only annually] | \$5,220.00 [previously \$4,901.90, +\$318.10    |
| Employee + One          | \$10,716.00 [previously \$10,132.40, +\$583.60] |
| Employee + Two or more  | \$15,204.00 [previously \$14,412.20, +\$791.80] |

**POS/PPO Medical plans**

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

|                        |   |
|------------------------|---|
| Employee only          | \$6,323.40 [previously \$6,005.30 +\$318.10 annually] |
| Employee + One         | \$13,038 [previously \$12,454.40 +\$583.60 annually]  |
| Employee + Two or more | \$18,522.70 [previously 17,730.90 +\$791.80 annually] |

**Amend Article 14 to include the following:**

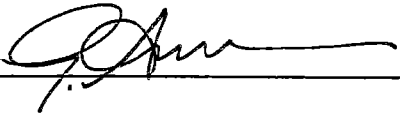
- Increase Salary Schedules (Appendices A, B, C, E and F) by four percent (4%), effective July 1, 2015.
- Four percent (4%) off schedule payment (prior to application of the 4% salary schedule increase above) to be paid during the 2015-16 school year.
- Amend Appendix D, Group 0 to include a 10% Stipend for Lead Counselor, effective July 1, 2016.
- Reopeners for 2016-17 as described in Article 1 and Article 12 above.

**Additional MOUs**

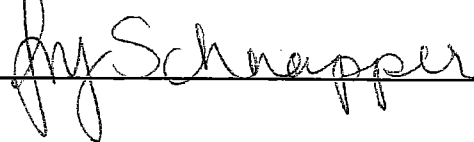
- Late Start MOU set to expire June 30, 2016. Parties agree to extend through June 30, 2017.
- Elementary Duties MOU set to expire June 30, 2016. Parties agree to extend through June 30, 2017.
- Evaluation pilot program introduced at select schools and locations shall be expanded to all schools and locations, beginning July 1, 2016, including use of the following: performance goal form; pre-observation conference form; observation/post observation form; and formal evaluation/self-assessment observation form.

Dated: March 22, 2016

**District:**

  
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**Association:**

  
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CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

**COLLEGE CAREER COUNSELOR**

**DEFINITION**

Under the direction of a high school administrator or certificated manager, organize, maintain and operate a high school College & Career Center providing counseling on a wide variety of college and career information and materials; communicate with students, faculty, parents and community representatives concerning career planning and college entrance. Location may be at a school site or satellite location.

**EXAMPLES OF DUTIES**

- Provide counseling services on career and college entrance information and assistance to students, teachers, parents and counselors; coordinate day-to-day operations and schedule activities, programs and speakers.
- Offer resources and support to students and parents specific to analyzing a variety of college data.
- Develop career education and instructional materials for use by teachers and students; counsel students in locating and using college/career information as needed for research, assignments and post-high school planning.
- Obtain, organize, file and display guidance materials; catalog and prepare for use by students; maintain displays and bulletin boards, as well as web based resources.
- Plan, organize, develop and implement career events and publications; prepare letters, flyers, mailers, emails and other materials to publicize Career Center services, resources and speaker programs.
- Contact, schedule and arrange guest speakers from the local business community, colleges and military services to present information regarding specific occupations.
- Schedule visitations by representatives from colleges; organize coordinate and publicize career-related events and other opportunities for students to learn about higher education and vocational training and preparation.
- Develop and maintain a current and comprehensive occupational library including information on careers and career clusters, employment prospects and trends and employment requirements and opportunities; obtain and circulate current college catalogs.
- Maintain current lists and bulletins concerning scholarships and other financial aids available; provide counseling and support concerning specialized scholarships and assistance in completing application forms (e.g. FAFSA), provide internet based resources concerning scholarship options and applications.
- Provide guidance concerning scholastic aptitude and achievement tests; assist students with applications and scheduling; distribute test results as appropriate.
- Assist students with College & Career Center materials and equipment.
- Prepare and deliver informational presentations as requested; orient students to college and career resources and services available.
- Maintain a current inventory of Career Center equipment and materials; assist in determining purchase priorities.
- Plan and conduct Career Days, Career Month, Teen Job Fairs, or College Fairs.
- Attend meetings, conferences and seminars regarding career trends, college entrance and financial aid.

- Train and provide work direction to volunteers and student assistants.

COLLEGE CAREER COUNSELOR

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### **EXAMPLES OF DUTIES (Continued)**

- Operate a variety of office equipment including audio/visual equipment.
- Work schedule to allow opportunities to meet with students and families during evening hours, up to 9 P.M.
- Perform related duties as assigned.

### **QUALIFICATIONS**

#### **Knowledge of:**

Career and occupational resources, trends, and opportunities; college research resources available to students online; college entrance requirements and procedures; correct English usage, grammar, spelling, punctuation and vocabulary; modern office practices, procedures, and equipment; record-keeping techniques; oral and written communication skills; telephone techniques and etiquette; basic research methods; college admission requirements, financial aid requirements, and training necessary for future careers.

#### **Ability to:**

Organize, maintain and operate a high school College & Career Center; provide specialized assistance and counseling services concerning career planning and college entrance to students, parents, staff, and community agencies; develop and provide guidance on materials related to career/college opportunities for high school students; obtain, evaluate and process occupational literature; operate PC's in a Windows environment using various office productivity software applications; operate modern office equipment and audio/visual equipment; work independently using effective public relations skills with little direction; meet collaboratively with students and parents to explore multiple college and career options; establish and maintain cooperative and effective working relationships; analyze situations accurately and adopt an effective course of action; meet scheduled and timelines; plan and organize work; work confidentially with discretion; communicate effectively both orally and in writing; read, interpret, apply and explain rules, regulations, policies and procedures.

#### **Experience:**

Two years of successful public school counseling experience or three years successful classroom teaching.

#### **Education:**

Equivalent to the completion of an earned Master of Arts or higher degree in psychology, counseling, or guidance.

#### **Certification Requirement**

Possess a valid California Pupil Personnel Services Credential authorizing service as a school counselor.