

CARDIFF SCHOOL DISTRICT
1888 Montgomery Avenue, Cardiff-by-the-Sea, California

**REGULAR MEETING OF THE GOVERNING BOARD
AGENDA**

**THURSDAY, APRIL 16, 2015 • 5:00 PM • PUBLIC MEETING
CARDIFF SCHOOL AUDITORIUM
1888 MONTGOMERY AVENUE • CARDIFF-BY-THE-SEA, CA 92007**

In compliance with Government Code 54957.5, agenda-related documents that have been distributed to the Board less than 72 hours prior to the board meeting are available for inspection at the Cardiff School District, 1888 Montgomery Avenue, Cardiff.

In compliance with the American with Disabilities Act, if you need special assistance, disability-related modifications, including auxiliary aids or services, in order to participate in the public meeting of the district's governing board, please contact the office of the District Superintendent by sending a written request to the District Office at 1888 Montgomery Avenue, Cardiff-by-the-Sea, California, or by faxing the request to (760) 942-5831. Notification by letter or fax 72 hours prior to the meeting will enable the district to make reasonable arrangements to ensure accommodation and accessibility to this meeting. Upon request, the district shall also make available this agenda and all other public records associated with this meeting in appropriate alternative formats for persons with a disability.

- I. ORGANIZATIONAL ITEMS *Exhibit*
- A. Call to order
 - B. Pledge of allegiance
 - C. Roll call
 - Mr. Mark Whitehouse, President
 - Ms. Nancy Orr, Clerk
 - Ms. Siena Randall, Member
 - Mr. Dave Clark, Member
 - Mr. David Ross, Member
 - Ms. Jill Vinson, Superintendent
 - D. Approval of agenda for April 16, 2015
All items are action unless labeled information
 - E. Approve minutes from the regular meeting of March 12, 2015 **A**
- II. HEARING SESSION
- A. Public Comments *(The purpose of the Board meeting is to conduct the School Board's business in public. The Board welcomes and encourages public comments however Board members may not respond to comments during the public comment portion of the agenda. Any member of the public who wishes to address the Board on an item on the agenda or on another topic which lies within the governing board's jurisdiction may do so, but must present a written request. Please hand your form to the secretary before the meeting. Presentations are limited to 3 minutes per person per topic. The total amount of time to be allowed on any item is fifteen minutes, unless the time limit is waived by a majority vote of the Board. The Board may 1) acknowledge receipt of the information; 2) refer to staff for further study; or 3) refer the matter to a future agenda).*
 - B. Cardiff Elementary Teachers Association
 - C. ELAC/DELAC
 - D. School Site Council
 - E. Cardiff SEA
 - F. School Reports
 - G. Reports on Workshops/Conference
 - H. Superintendent's Report

III. CONSENT CALENDAR

Items listed in the Consent Calendar are considered to be routine and are acted on by the Board in one motion unless members of the Board request specific items to be discussed or pulled. It is understood that the Superintendent recommends approval on all Consent Items. Each item of the Consent agenda approved by the Board shall be deemed to have been considered in full and adopted as recommended.

- A. Approval of Current Business Items:
 - 1. Purchase Orders
 - 2. Commercial Warrants #14-025178 to #14-029109 \$93,140 **B**
 - 3. Payroll Warrants, March, 2015, \$ 737,590
- B. Enrollment Report as of 04/03/15 **C**
- C. Removal of items from Consent Calendar
- D. Approval of Consent Calendar

IV. BUSINESS AND FINANCE

- A. Budget Update (**Information**)

V. GENERAL FUNCTIONS

- A. Approve revised Memorandum of Understanding Between Cardiff School District and Cardiff School District Classified & Confidential Employees **D**
- B. Approve Memorandum of Understanding Agreement for the North County Coastal Substitute Consortium **E**
- C. CAASPP testing update (**Information**)
- D. Consider revising future board meeting dates

VI. PERSONNEL

- A. Release of temporary teachers effective June 15, 2015 **F**

VII. FUTURE AGENDA ITEMS

VIII. ANNOUNCEMENT: ADJOURNING TO CLOSED SESSION

- A. Conference with the District's labor negotiator, Jill Vinson, regarding negotiations with the Cardiff Elementary Teachers Association– Government Code Section 54957.6

IX. REPORT FROM CLOSED SESSION (If applicable)

X. ADJOURNMENT OF MEETING

CARDIFF SCHOOL DISTRICT
1888 Montgomery Avenue
Cardiff-by-the-Sea, California 92007

MINUTES
REGULAR MINUTES OF MARCH 12, 2015

The regular meeting of the Governing Board of the Cardiff School District was held on Thursday, March 12, 2015 at the Cardiff School, 1888 Montgomery Avenue, Cardiff-by-the-Sea, California. President Whitehouse called the meeting to order at 5:00 p.m. Trustees and visitors were led in the pledge of allegiance.

Members present: Clark, Randall, Ross, Orr, Whitehouse

Members absent: None

Administrators
present: Vinson, Kissell, Parker

Visitors: Melanie Garcia, SEA

The agenda for March 12, 2015 was approved as presented.

MOTION: Orr
SECOND: Randall
AYES: Clark, Orr, Randall, Ross, Whitehouse
NOES: 0

The minutes from the regular meeting of February 10, 2015 were approved as written.

MOTION: Randall
SECOND: Orr
AYES: Clark, Orr, Randall, Ross, Whitehouse
NOES: 0

President Roberta Waterman and Vice-President Valerie Thatcher, from the Assistance League of Rancho San Dieguito presented the Board with a check for \$2,000 for sixth grade camp scholarships.

Hearing Session:

- Brian Kissell reported a first grade ELD lesson was demonstration was present at the ELAC/DELAC meeting. Next month there will be a science presentation.

Hearing Session continued:

- Julie Parker reported School Site Council continues to work on the Single Plan for Student Achievement.
- Melanie Garcia reported the Gala took place over the weekend and 198 tickets were sold. There was a \$10,000 title sponsor. She reported the Union Tribune campaign brought in over \$2,800. The Ice Cream Social chairs are in place. The sixth grade art contest was incredible. It generated 30 amazing entries. This year, the cakewalk will be attempted to be in the Guinness World Book of Records.
- Julie Parker reported teachers have been assessing students in preparation for parent conferences next week. Kindergarten enrollment for the fall will begin on March 30th.
- Brian Kissell reported the Splash lab was on campus to do their presentation for the 5th graders. Colonial days also took place for the fifth graders. Oak crest did their annual visit to the 6th graders. The Musical Showcase is on April 2nd and the jog-a-thon is on Friday, April 3rd.
- Sandie Luehrs, Nancy Orr, and Superintendent Vinson attended the Tax Assessors meeting. Final figures will be available in June. A team that included the two Principals, teachers, Jackie Musil, board members, and the Superintendent attended a presentation at USD to Kevin Honeycutt speak.
- Superintendent Vinson reported that planting party took place over the weekend. Parents, community members, and the Native Plant Society were all here. The district's landscape company will put the finishing touches. Rick Schmidt attended the SEA meeting to provide and update on the San Dieguito High School District. API has been suspended for this year. Ms. Vinson informed Trustees that at the request of teachers and Principals, the math consultant has been contracted to do two parent workshops. He will be presenting at Cardiff School on March 30th from 6-7:30 and Ada Harris on April 1st from 6-7:30 p.m. Ms. Vinson is working on a staffing update that she will be sending out to staff on March 16th. Work on the LCAP continues and will be presented to the different constituent groups. Superintendent Vinson reported that she met with a representative from SDCOE to discuss the Prop 39 funds. A facilities master plan is underway and she will continue to work with the consultant and keep Trustees updated.

The consent calendar was approved as presented.

MOTION: Orr
SECOND: Clark
AYES: Clark, Orr, Randall, Ross, Whitehouse
NOES: 0

Budget changes through January 31, 2015 were approved.

MOTION: Orr
SECOND: Randall
AYES: Clark, Orr, Randall, Ross, Whitehouse
NOES: 0

Budget changes through January 31, 2015 were approved.

MOTION: Orr
SECOND: Randall
AYES: Clark, Orr, Randall, Ross, Whitehouse
NOES: 0

The second period interim state report for the period ending January 31, 2015 was approved.

MOTION: Orr
SECOND: Randall
AYES: Clark, Orr, Randall, Ross, Whitehouse
NOES: 0

The budget assumptions for 2015-16 were approved.

MOTION: Randall
SECOND: Orr
AYES: Clark, Orr, Randall, Ross, Whitehouse
NOES: 0

The Interdistrict Attendance Agreements for 2015-16 were approved for the following school districts:

Carlsbad Unified	Del Mar Union	Encinitas Union
Escondido Union	Oceanside Unified	Poway Unified
Rancho Santa Fe	San Diego City Schools	San Marcos Unified
Solana Beach	Vista Unified	La Mesa Spring Valley

MOTION: Randall
SECOND: Clark
AYES: Clark, Orr, Randall, Ross, Whitehouse
NOES: 0

Trustees voted for the following seven (7) candidates in the 2015 CSBA Delegate Assembly Election, Region 17:

Twila Godley (Lakeside Union SD)	Tamara Otero (Cajon Valley Union SD)
Janet W. Mulder (Jamul Dulzura Union ESD)	Dawn Perfect (Ramona USD)
Priscilla J. Schreiber (Grossmont Union HSD)	Barbara Ryan (Santee ESD)
Beth Hergesheimer (San Dieguito Union HSD)	

MOTION: Orr
SECOND: Randall
AYES: Clark, Orr, Randall, Ross, Whitehouse
NOES: 0

Future agenda items:

1. Revise board meeting dates

There being no other regular business to come before the Board, the meeting was adjourned to closed session at 5:40 p.m. The meeting was reconvened at 6:50 p.m. President Whitehouse reported that no action was taken during the closed session. There being no other business to come before the Board, the meeting was adjourned at 6:51 p.m.

Respectfully submitted,

Nancy Orr, Clerk

Jill Vinson, Superintendent

2014 - 2015 Purchase Order Listing

Date	PO#	Fund	Resource	Goal	Funtion	Object	Site	Supplier	Description	Amount
Instructional Supplies										
3/11/15	423	0100	0000000	0000	3160	4300000	000	HOUGHTON MIFFLIN HARCOURT	Testing materials	1077.94
3/11/15	502	0100	0000000	1110	1000	4300000	222	KELLY PAPER	Xerographic paper	1110.24
3/11/15		0100	6300000	1110	1000	4300006	111	NICK CATALDO	Instructional supplies	59.94
3/11/15	490	0100	0000000	1110	1000	4300000	222	US GAMES	Instructional supplies	160.32
3/17/15		0100	0000000	1110	1000	4300000	222	LAUREL BRETALL	Instructional supplies	33.13
3/17/15	494	0100	0000000	1110	1000	4300000	000	Mind Research Institute	Instructional supplies	500.00
3/17/15	500	0100	0000000	1110	1000	4300000	222	OFFICE DEPOT	Instructional supplies	281.44
3/17/15	495	0100	0000000	1110	1000	4300000	111	OFFICE DEPOT	Instructional supplies	350.90
3/17/15	501	0100	0000000	1110	1000	4300000	222	SOUTHWEST SCHOOL &	Instructional supplies	180.94
3/23/15	488	0100	0000068	1110	1000	4300005	111	AMAZON	Computer/printer supplies	404.97
3/24/15	498	0100	6300000	1110	1000	4300012	000	BLICK ART MATERIALS	Instructional supplies/Family Art Night	26.82
3/24/15	503	0100	0000068	1110	1000	4300005	222	ENCHANTED LEARNING, LLC	Renewal Membership	125.00
3/24/15	507	0100	0000000	0000	2420	4300008	222	Newbridge Educaional Publishing	Instructional supplies	80.36
3/24/15	497	0100	6300000	1110	1000	4300012	000	SCHOOL SPECIALTY	Instructional supplies/Family Art Night	70.67
3/27/15		0100	0000000	1110	1000	4300000	222	CYNTHIA JENSON ELLIOT	Gardening supplies	158.72
3/27/15	499	0100	0000000	1110	1000	4300000	222	NASCO MODESTO	Instructional supplies	66.49
3/27/15		0100	6300000	1110	1000	4300006	111	NICK CATALDO	Instructional supplies	37.31
3/30/15		0100	6300000	1110	1000	4300012	000	REBECCA RIDEOUT	Instructional supplies	58.78
										4783.97
Non-Instructional Supplies										
3/9/15	484	0100	0000000	1110	1000	4300000	111	HENRY SCHEIN INC.	Health supplies	98.97
3/11/15	139	0100	8150000	0000	8110	4300000	000	HOME DEPOT CREDIT SERVICES	Maintenance supplies	486.22
3/11/15		0100	8150000	0000	8110	4300000	000	SHELL	Automotive/gas	281.19
3/17/15	140	0100	0000000	0000	8200	4300000	000	HYDRO-SCAPE PRODUCTS, INC.	Landscape supplies	1272.84
3/24/15		0100	0000000	0000	7200	4300000	000	MISSION FEDERAL CREDIT UNION	Office supplies	47.79
3/24/15		0100	0000000	0000	7100	4300000	000	MISSION FEDERAL CREDIT UNION	Office supplies	105.80
3/24/15		0100	0000000	0000	7100	4300000	000	MISSION FEDERAL CREDIT UNION	Office supplies	64.76
										2357.57
4000 (SUPPLIES) TOTALS:				BALANCE: \$377,147		ACCUMULATED BALANCE: 299,868			REMAINING BALANCE: 77,279	
Utilities										
3/11/15		0100	0000000	0000	7200	5900001	000	AT&T	Services for February 2015	2905.22
3/17/15		0100	0000000	0000	7200	5900001	000	AT&T	Services for February 2015	442.00
3/27/15		0100	0000000	0000	7200	5900001	000	AT&T	Services for February 2015	57.16
3/9/15	236	0100	0000000	0000	8200	5500002	222	EDCO WASTE & RECYCLING SERVICE	Services for February 2015	426.64
3/9/15	236	0100	0000000	0000	8200	5500002	111	EDCO WASTE & RECYCLING SERVICE	Services for February 2015	426.64
3/17/15	19935	0100	0000000	0000	8200	5500001	111	San Diego Gas & Electric	Services for February 2015	6919.80
3/17/15	19935	0100	0000000	0000	8200	5500001	222	San Diego Gas & Electric	Services for February 2015	3389.81
3/11/15	19930	0100	0000000	0000	8200	5500003	111	SAN DIEGUITO WATER DISTRICT	Services for February 2015	935.79
										15503.06
Services										
3/6/15	481	0100	0000000	0000	2420	5800000	111	SOFTWARE HOUSE INTERNATIONAL	Technology license	325.50
3/9/15	180	0100	0000000	5001	3600	5100000	000	CARE-A-VAN TRANSPORT	Transportation	6592.00
3/9/15	19934	0100	0000000	0000	7200	5600000	000	PRUDENTIAL OVERALL SUPPLY	Services for February 2015	11.00
3/9/15	19934	0100	0000000	0000	8200	5600000	111	PRUDENTIAL OVERALL SUPPLY	Services for February 2015	100.00
3/9/15	19934	0100	0000000	0000	8200	5600000	222	PRUDENTIAL OVERALL SUPPLY	Services for February 2015	99.24
3/10/15		0100	8150000	0000	8110	5600000	000	FREDRICKS ELECTRIC, INC.	Maintenance services	678.70
3/10/15		0100	0000085	1110	1000	5800000	111	PAMELA MILLER	Band Coach Services	350.00
3/11/15	19939	0100	0000000	0000	8200	5500003	222	ARROWHEAD	Services for February 2015	52.75
3/11/15	19939	0100	0000000	0000	8200	5500003	111	ARROWHEAD	Services for February 2015	26.99
3/11/15	19939	0100	0000000	0000	8200	5500003	000	ARROWHEAD	Services for February 2015	26.06
3/11/15	19910	0100	0000000	0000	7100	5300000	000	ROTARY CLUB OF ENCINITAS	February 2015 statement	77.00
3/11/15	19956	0100	0000000	0000	7100	5800000	000	TECHMASTERS	Consulting Services February 2015	750.00
3/11/15	492	0100	6500000	5770	1120	5200000	111	THE COUNCIL FOR EXCEPTIONAL	CEC Convention/Expo	565.00
3/17/15		0100	0000085	1110	1000	5800000	111	CATHERINE GOLD	Band Coach Services	1240.00
3/17/15	491	0100	0000000	0000	7100	5800000	000	ECS IMAGING, INC.	Laserfiche Import	1885.00
3/17/15	19974	0100	6500000	5770	1190	5800000	000	LEAPS-N-BOUNDS	Occupational Therapy Services	4265.00
3/17/15	19951	0100	6512000	5770	3110	5800000	000	NORTH COUNTY LIFELINE	Services for February 2015	1344.84
3/17/15	509	0100	0000000	0000	7100	5200000	000	SCHOOL SERVICES OF CA, INC.	Budget Workshop	155.00
3/17/15	509	0100	0000000	0000	7200	5200000	000	SCHOOL SERVICES OF CA, INC.	Budget Workshop	155.00
3/23/15	329	0100	7405000	1110	2140	5800000	000	JUST THINK LITERACY, LLC	Professional development	2196.57

3/23/15	329 0100	0000000	1110	2140	5800000	000	JUST THINK LITERACY, LLC	Professional development	1353.43
3/23/15	0100	8150000	0000	8110	5800000	000	RED TRUCK FIRE & SAFETY CO.	Maintenance services	570.22
3/23/15	0100	0000000	0000	7200	5200000	000	SANDIE LUEHRS	SF2 Symposium	367.20
3/23/15	19955 0100	0000000	0000	7100	5800005	000	STUTZ, ARTIANO, SHINOFF &HOLTZ	Services for Jan. 2015	1812.26
3/24/15	180 0100	0000000	5001	3600	5100000	000	CARE-A-VAN TRANSPORT	Transportation	6221.20
3/24/15	19942 0100	0000000	0000	7200	5800000	000	CINTAS CORP.	Services for Jan. 2015	102.48
3/24/15	0100	0000000	1110	1000	5200000	000	JEFFREY REDDING	CUE Conference	303.31
3/24/15	0100	0000000	0000	7100	5200000	000	JILL VINSON	CSBA New Member workshop	10.00
3/24/15	0100	0000000	0000	7100	5200000	000	MISSION FEDERAL CREDIT UNION	SF2 Symposium	327.20
3/24/15	0100	0000000	1110	1000	5200000	000	MISSION FEDERAL CREDIT UNION	CUE Conference	1660.00
3/24/15	0100	0000000	0000	2420	5600000	111	PC REPAIR CENTER	Technology repair	60.52
3/24/15	0100	0000000	0000	2420	5600000	222	PC REPAIR CENTER	Technology repair	123.72
3/24/15	0100	0000003	1110	1000	5600000	000	PC REPAIR CENTER	Technology repair	121.04
3/24/15	188 0100	0000000	0000	2700	5800000	222	RANCHO SANTA FE	Services Apr-June 2015	210.00
3/24/15	188 0100	0000000	0000	2700	5800000	111	RANCHO SANTA FE	Services Apr-June 2015	210.00
3/25/15	0100	0000000	1110	1000	5200000	000	DEBORAH HEYER	CUE Conference	362.97
3/27/15	0100	8150000	0000	8110	5800000	000	CARROLL PLUMBING	Maintenance services	914.96
3/27/15	0100	0000000	0000	2700	5800000	222	CITY TREASURER	Permit	50.00
3/27/15	0100	0000000	1110	1000	5200000	000	KATHY PEERY	CUE Conference	183.92
3/27/15	0100	0000000	1110	1000	5200000	000	KRISTINE ENSBERG	CUE Conference	239.30
3/27/15	0100	0000000	1110	1000	5200000	000	KRISTINE ENSBERG	CUE Conference	144.90
3/27/15	0100	0000000	1110	1000	5200000	000	Mark Grisafe	CUE Conference	479.22
3/27/15	401 0100	0000000	0000	7200	5200000	000	SAN DIEGO COUNTY	LCAP	50.00
3/27/15	401 0100	0000000	0000	7100	5200000	000	SAN DIEGO COUNTY	LCAP	50.00
3/27/15	0100	0000000	0000	8200	5800000	000	WAXIE SANITARY SUPPLY	Maintenance services	157.04

36980.54

Professional Contracts

3/11/15	0100	6500000	5770	3120	5800000	000	GEORGELLEN A. MASSEY	Special Ed services	1900.00
3/17/15	19909 0100	0000000	0000	7200	5600000	000	TOSHIBA FINANCIAL SERVICES	Lease payment Feb-March 2015	201.97
3/23/15	215 0100	0000000	0000	8200	5800000	000	J.M.D.LANDSCAPE INC.	Services for February 2015	3360.00
3/23/15	0100	0000000	0000	8200	5800000	000	J.M.D.LANDSCAPE INC.	Landscape maintenance	9.44
3/27/15	0100	0000000	0000	7100	5800005	000	ATKINSON, ANDELSON, LOYA, RUUD, & ROMO	Services for February 2015	123.38

5594.79

5000 (SERVICES) TOTALS:

BALANCE: \$863,599

ACCUMULATED BALANCE: \$609,676

REMAINING BALANCE: \$253,923

CARDIFF SCHOOL DISTRICT

Enrollment Form

As of April 3, 2015

CARDIFF				ADA HARRIS			
	BOYS	GIRLS		BOYS	GIRLS		
TK Paccione	<u>12</u>	<u>7</u>	19	3 Peery	<u>15</u>	<u>9</u>	24
			TOT TK	3 Switzler	<u>14</u>	<u>8</u>	22
			<u>19</u>				TOT 3
K Bjorstad	<u>12</u>	<u>9</u>	21				<u>46</u>
K Kulbacki	<u>12</u>	<u>9</u>	21				
K McNamara	<u>8</u>	<u>9</u>	17				
K Stone	<u>12</u>	<u>8</u>	20				
			TOT K				
			<u>79</u>				
1 Carter	<u>7</u>	<u>13</u>	20	4 Ford	<u>12</u>	<u>9</u>	21
1 Froke	<u>7</u>	<u>11</u>	18	4 Green	<u>11</u>	<u>12</u>	23
1 Hall	<u>8</u>	<u>9</u>	17	4 Price	<u>12</u>	<u>9</u>	21
1 Sallans	<u>8</u>	<u>10</u>	18	4 Trees	<u>13</u>	<u>10</u>	23
1 Doui/Boye	<u>7</u>	<u>8</u>	15	4 Herr/d'Entre	<u>10</u>	<u>14</u>	24
			TOT 1				TOT 4
			<u>88</u>				<u>112</u>
2 Easson	<u>7</u>	<u>13</u>	20	5 Ensberg	<u>13</u>	<u>10</u>	23
2 Gust/Stua	<u>9</u>	<u>10</u>	19	5 Murray	<u>15</u>	<u>9</u>	24
2 Kavan	<u>9</u>	<u>10</u>	19	5 Yant	<u>14</u>	<u>10</u>	24
2 Payte	<u>10</u>	<u>11</u>	21	5 Herr/d'Entre	<u>9</u>	<u>6</u>	15
2 Redding	<u>11</u>	<u>9</u>	20				TOT 5
2 Doui/Boy	<u>10</u>	<u>5</u>	15				<u>86</u>
			TOT 2				
			<u>114</u>				
3 Hamilton	<u>11</u>	<u>13</u>	24	6 Brice	<u>12</u>	<u>11</u>	23
3 Pacetti/Paz	<u>11</u>	<u>13</u>	24	6 Heyer	<u>13</u>	<u>9</u>	22
3 Doui/Boy	<u>8</u>	<u>6</u>	14	6 Jewell	<u>14</u>	<u>11</u>	25
			TOT 3	6 Nguyen	<u>10</u>	<u>11</u>	11
			<u>62</u>	6 Therriault	<u>14</u>	<u>10</u>	24
							TOT 6
							<u>115</u>
SDC	<u>0</u>	<u>0</u>	TOT	SDC	<u>5</u>	<u>1</u>	TOT
			<u>0</u>				<u>6</u>
Boy/Girl Subtotal	<u>179</u>		<u>183</u>	Boy/Girl Subtotal	<u>206</u>		<u>159</u>
SCHOOL TOTAL	<u>362</u>			SCHOOL TOTAL	<u>365</u>		
DISTRICT TOTAL	<u>727</u>						



MEMORANDUM OF UNDERSTANDING

BETWEEN

CARDIFF SCHOOL DISTRICT

AND

**CARDIFF DISTRICT CLASSIFIED &
CONFIDENTIAL EMPLOYEES**

Effective July 1, 2015

Board approved:

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ARTICLE 1

PURPOSE

- 1.1 The purpose of this Memorandum of Understanding (“MOU”) is to define terms and conditions of employment for classified employees (“employees”) of the Cardiff School District (“District”). This MOU incorporates relevant provisions from the California State Education Code and District policies, procedures, rules and regulations. The Board of Trustees of the District (“Board”) reserves the right to modify the provisions of this MOU following consultation with employees.
- 1.2 This MOU applies only to classified employees as defined in Education Code Section 45103, and to Confidential employees of the District. Substitute and short-term employees, employed and paid for less than 75 percent of a school year, are not classified employees. Also, apprentices and professional experts employed on a temporary basis for a specific project, regardless of length of employment, shall not be part of the classified service.

ARTICLE 2

DEFINITIONS

- 2.1 “Employee” is defined as a classified employee of District.
- 2.2 “Work Days” means days on which an employee is required to be in attendance at his/her work site.
- 2.3 “Board” means the duly elected Board of Trustees of the Cardiff School District.
- 2.4 “Anniversary Date” is the date upon which employee is granted salary step advancement earned by completion of a required period of service. An employee’s “Anniversary Date” is the first day of the month in which the employee began his/her service with the district.
- 2.5 “Classification” means 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 the duties required to be performed by the employees of each such position, and the regular monthly or hourly salary ranges for each such position.
- 2.6 “Immediate Family” means the mother, father, grandmother, or grandchild, child (“child” means a biological, adopted or foster child, a stepchild, a legal ward, or a child standing in loco parentis as long as the child is under 18 years of age or an adult dependent child) of employee or of employee’s spouse, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of employee or any relative living in the immediate household of employee.
- 2.7 “Seniority” means total hours in paid status in either a probationary or permanent classified position.
- 2.8 “Minimum Qualifications” means qualifications mandated for the position which must be possessed by employee before he/she can be considered for employment in a specific class. Minimum qualifications shall be determined by the District.
- 2.9 “Probationary Employee” means an employee who will become permanent upon completion of a prescribed probationary period in a specific job classification. The probationary period is one year.
- 2.10 “Promotion” means a change in the assignment of an employee from a position in one class to a position in another class with a higher maximum salary rate.
- 2.11 “Superintendent” means the Chief Administrative Officer of District or his/her designee.
- 2.12 “School Year” means the yearly period from July 1 through June 30.

ARTICLE 3

NON-DISCRIMINATION

- 3.1 The Board shall not unlawfully discriminate against any employee on the basis of race, color, national origin, ancestry, religion, marital status, sexual orientation, sex, gender, gender identity, gender expression, handicap, disability, age, military or veteran status, or participation or non participation in the lawful activities of an employee organization.
- 3.2 The District recognizes the right of employees to form, join, and participate in lawful activities of employee organizations and the equal alternative right of employees to refuse to form, join, and participate in employee organization activities.

ARTICLE 4

PERSONNEL FILES

- 4.1 The personnel file of employees shall be maintained at the District's central administrative office.
- 4.2 Employees shall be provided with a copy of any derogatory written material prior to its placement in the employee's personnel file. Employees shall be given an opportunity, during normal working hours and without loss of pay, to prepare a written response to such derogatory materials. Such written response shall be prepared within a reasonable time period determined by the District Superintendent. The written response shall be attached to the derogatory materials.
- 4.3 Employees and their representatives shall have the right to examine and/or obtain copies of any material from his/her personnel file with the exception of materials that include ratings, reports, or records which were obtained prior to the employment of the person involved, or which were prepared by identifiable selection committee members, or were obtained in connection with a promotional examination.
- 4.4 All personnel files shall be kept in confidence and shall be available for inspection only by the Board or appropriate management employees or authorized agents of the District when necessary in the proper administration of the District's affairs or the supervision of the employee.

ARTICLE 5

EVALUATION PROCEDURES

- 5.1 The District shall establish and maintain a continuing program of employee performance evaluation. The program shall include provisions for preparation of written evaluations and means of making the results of such evaluation known to employees.
- 5.2 Performance evaluations shall be conducted for all probationary employees at least once during their probationary period of employment.
- 5.3 Performance evaluations for permanent employees shall be conducted at least once during the school year. However, performance evaluations for permanent employees who have completed five years of service for the District may be conducted at least once every other school year.
- 5.4 Unscheduled evaluations may be made of any employee at any time when such evaluation is deemed appropriate by the immediate supervisor or evaluator. Such unscheduled performance evaluations may be made when employee's job performance has deteriorated since the last regularly scheduled performance evaluation.
- 5.5 Unsatisfactory work performance or any violation of District regulations or Board policies shall be brought to the attention of employee in a timely manner. Areas of serious concern shall be described in a written memorandum from the supervisor to employee.

ARTICLE 6

WORK YEAR - WORK WEEK - WORK DAY - WORK SCHEDULE

6.1 Work Year

The Board shall determine the total number of work days each year for each employee. Generally, employees shall have a work year which consists of 10, 11 or 12 months.

6.2 Work Week

6.2.1 The regular full-time work week is defined as 40 hours, Monday - Friday. When appropriate, an alternate work week other than Monday - Friday may be assigned. Employees assigned alternate work weeks shall receive two consecutive days off during that period.

6.2.2 The work week shall consist of not more than five consecutive work days for any employee having an average of four or more hours per day during the work week. This section shall not restrict the assignment of overtime work.

6.2.3 The number of work hours during the week assigned to a regular part-time employee shall be determined by the District.

6.3 Work Day

6.3.1 The daily duty schedule for employees shall be assigned by the principal or immediate supervisor.

6.3.2 Employees who have a work day of five hours or more shall be entitled to a duty-free, non-paid lunch period of 30 minutes which, insofar as practical, shall take place after employee has been on duty for four hours.

6.3.3 Employees who work four or more consecutive hours per work day will be granted a 15 minute rest period. Employees who work at least seven hours per work day shall receive two 15 minute rest periods.

6.3.4 The work day may not be shortened by an employee foregoing the rest break or a non-paid lunch period.

6.4 General

Each position in the classified service shall have a designated, regular minimum number of assigned hours per day, days per week, and months per year.

6.5 Adjustment in Assigned Time

An employee who works a minimum of 30 minutes per day in excess of his/her part-time assignment for a period of 20 consecutive working days or more shall have his/her basic assignment changed to reflect the longer hours in order to acquire benefits on a pro-rated basis as specified in Education Code Section 45136, i.e., sick leave, vacation, etc. Health and Welfare benefits, if applicable, will be provided consistent with Article 14.

6.6 Work Schedule

6.6.1 Change in Work Schedule

District may change employee's work schedule on either a permanent or temporary basis. A change in work schedule is defined as a shift of an employee's assigned starting and ending time and /or routinely assigned work week.

6.6.2 Permanent Change in Work Schedule

In the event the District determines to effect a permanent change in employee's work schedule, the effected employee shall be given at least 7 calendar days prior written notice. A permanent change in work schedule shall mean that employee's regularly assigned ongoing work week and/or starting and ending times are modified.

6.6.3 Temporary Change in Work Schedule

In the event District determines to effect a temporary change in employee's work schedule, the affected employee shall be given one day written, prior notice. A temporary change in work schedule shall mean that employee's regular assigned ongoing work week and/or starting and ending times are modified for a period of no more than 60 calendar days.

6.6.4 The provisions of Sections 6.6.2 and 6.6.3 shall be inapplicable to work schedule changes which traditionally occur during summer months or periods when school is in recess.

ARTICLE 7

HOLIDAYS

- 7.1 Employees will be granted the following holidays with pay provided they are in paid status during any portion of the working day immediately preceding or succeeding the holiday:

New Years Eve**
New Years Day*
Martin Luther King Day*
Lincoln's Birthday*
Washington's Birthday*
Spring Recess***
Memorial Day*
Independence Day***
Labor Day*
Admission Day (floating) *
Veteran's Day*
Thanksgiving Day*
Day after Thanksgiving*
Christmas Eve**
Christmas Day*

- 7.2 All days appointed by the Governor for a public fast, thanksgiving, or holiday and all special or limited holidays on which the Governor provides that the schools shall close shall be holidays for employees.
- 7.3 All days appointed by the President as a public fast, thanksgiving or holiday, unless it is a special or limited holiday and any other day designated by the Board as a local holiday shall be holidays for classified employees.
- 7.4 If a paid holiday is scheduled when an employee is on paid leave status, such holiday shall not be deducted from the employee's accrued leave.
- 7.5 When a holiday falls on a Saturday, the preceding workday not a holiday shall be deemed to be that holiday. When a holiday falls on a Sunday the following workday shall be deemed to be that holiday.

* applies to all classified employees
** applies to eleven month employees
*** applies to twelve month employees

ARTICLE 8

VACATIONS

8.1 Accrual or General

8.1.1 Paid vacations shall be granted to all regular employees pursuant to the provisions of this section.

8.1.2 All newly hired employees shall accrue vacation credit but shall not secure a vested right to take vacation or to be paid for vacation until the employee has completed the first six months of service. Vacation benefits shall be earned annually from July 1 through June 30.

8.2 Vacation Accrual Rate

Twelve month employees shall earn vacation in accordance with the eligibility schedule set forth below. Employees with a work year of less than 12 months shall earn vacation days on a pro-rated basis.

1 - 5 years of service 12 days annually (10 days for 10 month employees)

6 - 14 years of service 15 days annually (12 days for 10 month employees)

15 or more years of service 20 days annually (17 days for 10 month employees)

8.3 Employees with 12 days earned may carryover 5 days, 15 days earned may carryover 6 days, and 20 days earned may carryover 8 days. Any excess vacation accrual that an employee does not take shall be paid out or carried forward to the following school year at the discretion of the District. Written request and justification for exceeding the carryover requirements must be submitted to the Superintendent. The Superintendent will work with the employees to develop a plan for using excess vacation.

8.4 An employee's initial date of employment in probationary status shall be the basis for the commencement of a year of service under the provisions of this section.

8.5 Employees may request vacation dates in order of preference. If a conflict arises regarding the approval of vacation dates, the supervisor and employee shall meet in an attempt to arrive at a mutually agreed upon vacation date. The final authority for approval of requested vacation dates is vested with the supervisor.

8.6 Upon separation from services, the employee shall be entitled to lump-sum compensation for all earned and unused vacation pay except that employees who have not completed six months of service in regular employee status shall not be entitled to such compensation.

- 8.7 If an employee is terminated and has been granted vacation which was not yet earned at the time of separation, the unearned vacation days shall be deducted from the employee's final pay warrant.
- 8.8 Any employee who becomes ill (subject to hospital confinement or physician's care) or bereaved during a scheduled vacation period shall be eligible to receive appropriate leave benefits, subject to compliance with District procedures certifying such periods of illness or bereavement.

ARTICLE 9

LEAVES

9.1 General

The leave provisions contained within this Article reflect available leave benefits under the California Education Code. The District, within its discretion, may grant additional leaves with or without pay; however, it is expressly understood that the granting of any additional leave shall not establish a practice in the District. Only the Superintendent, according to Board policy, has the authority of the District to approve verifications of leaves or make final decisions on leaves. The District may adopt such verification procedures to implement the provisions of this Article as it deems appropriate.

9.2 Sick Leave

9.2.1 Each 12 month employee is entitled to 12 days of sick leave annually, with pay, accumulative without limit. Employees who have a work year of less than 12 months shall have their annual number of sick leave days pro-rated on the basis of one day per month of service, or major portion thereof. New employees may not use more than six days of sick leave until they have completed six months of service. All sick leave taken by an employee beyond their available leave balance shall be deducted from the employee's final pay warrant.

9.2.2 The Superintendent may require proof of illness or injury as a precondition for the receipt of sick leave benefits. Employees requesting sick leave may be required to submit a physician's statement or that of a person authorized by a well-recognized religious sect, denomination, or organization to treat people stating the reason for absence and dates of illness. The District need not assume that an employee's statement establishes disability conclusively, but may require a review and examination by a physician selected by the District. The expense of such review examination shall be borne by the District. Employees absent for more than five consecutive days shall be required to submit to the District a practicing physician's statement certifying that the employee is fit to return to service.

9.2.3 Employees who work five days per week for the full year but for less than a maximum day are entitled to 12 days sick leave each school year. Sick leave earned shall be for the same length of day regularly worked by the employee. Should an employee be transferred from a day of less than maximum time to one of greater time, the employee's sick leave account shall be appropriately modified to reflect the change in assignment. Said employee's sick leave account shall be increased or decreased in direct proportion to the ratio of time previously worked per day to time presently worked per day.

9.2.4 Upon exhaustion of all accumulated sick leave credit, an employee who continues to be absent for purposes of this section shall receive extended sick leave pay for a period not to exceed 100 working days. In order to qualify for extended sick leave pay, an employee shall first utilize all accumulated sick leave and in no event shall days of extended sick leave, when combined with sick leave credit utilization, exceed 100 days in any school year. Extended sick leave pay shall be compensated at 50 percent of the employee's regular salary. Paid sick leave under this section shall not include other paid leave such as holidays, vacations or compensatory time off to which the employee may be entitled. Only one increment of differential pay shall be allowed for any single and continuous absence that extends into the next school year.

9.3 Bereavement Leave

9.3.1 Each employee is entitled to a leave of absence, not to exceed three days, or five days if out-of-state travel or travel in excess of 250 miles each way is required, due to the death of any member of the employee's immediate family. This leave shall not be deducted from sick leave or personal necessity leave.

9.4 Leaves of Absence for Industrial Accident and Illness

9.4.1 Eligibility for industrial accident /illness leave accrues immediately by virtue of employment with the District. An eligible employee shall be entitled to an industrial accident or illness leave, not to exceed 60 working days in any one fiscal year, for the same illness or accident.

9.4.2 Industrial accident or illness leave shall commence on the first day of absence and shall be reduced by one day for each day of authorized absence. When such leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due for the same illness or injury.

9.4.3 When entitlement to industrial accident or illness leave has been exhausted or not earned, entitlement to other sick leave and/or vacation leave may be used. An employee shall be entitled to use only so much of the available sick and/or vacation leave, which, when added to the worker's compensation award, provides for a full days wage or salary.

9.4.4 An employee receiving the benefits of industrial accident or illness leave shall, during periods of injury or illness, remain within the State of California unless otherwise authorized by the Board.

9.4.5 Allowable industrial accident and illness leave shall not be accumulated from year to year.

- 9.4.6 When a dispute arises regarding an industrial accident or illness, no leave shall be granted until a final determination has been made regarding the case by the worker's compensation appeals board.
- 9.4.7 In order to qualify for industrial accident or illness leave benefits, an employee must comply with all lawful procedures established by the District's industrial accident insurance carrier.
- 9.4.8 An employee shall be permitted to return to service after an industrial accident or illness upon the presentation of a release from the authorized worker's compensation physician certifying the employee's ability to return to his/her position classification without restrictions or detriment to the employee's physical and emotional well being.
- 9.4.9 Payment of wages lost on any day shall not, when added to an award granted the employee under worker's compensation laws, exceed the normal wages for the day.
- 9.4.10 Industrial accident leave will be reduced by one day for each day of authorized absence, regardless of a compensation award made pursuant to worker's compensation proceedings.
- 9.4.11 ~~When an industrial accident or illness occurs at the time when the full 60 days will overlap into the next fiscal year, the employee shall be entitled to only that amount of leave remaining at the end of the fiscal year, in which the injury or illness occurred.~~
- 9.4.12 During all paid leaves of absence, employees ~~may~~ shall endorse to the District wage loss benefit checks received under the workers' compensation laws the state ~~the temporary disability indemnity~~ received on account of the employee's industrial accident or illness. The District, in turn, shall issue the employee appropriate salary warrants for payment of the employee's salary and shall deduct normal retirement, or authorized contributions. ~~and the temporary disability indemnity, if any, actually paid to and retained by the employee for periods governed by such salary warrants.~~

9.5 Subpoena Leave of Absence

- 9.5.1 A subpoena leave is provided when an employee is absent because of a mandatory court appearance as a witness, not as a litigant, in response to a subpoena duly served. An employee shall suffer no monetary loss by reason of this service, but shall receive that portion of his/her salary which represents the difference between fees paid by the court, or by the party requiring the appearance, and his/her regular salary.
- 9.5.2 A copy of the subpoena or certificate from the clerk of the court and a report of fees received, exclusive of mileage, shall be filed with the

absence report in the District office.

9.6 Jury Duty Leave

9.6.1 Employees may be absent from District assignments to serve as jurors without loss of pay. Fees paid employees to serve as jurors shall be endorsed over to the District office.

9.7 Maternity Disability Leave

Leave taken by an employee because of a medical disability connected with or resulting from pregnancy, child birth or recovery therefrom, shall be charged to available sick leave. The length of the medical disability shall be determined by a written statement from Employee's treating physician which shall be submitted to the District.

9.8 Personal Necessity Leave

9.8.1 The Board shall provide for an employee's absence for personal necessity while charging such absence to accumulated sick leave benefits.

9.8.2 The Board reserves the right to specify the manner of proof of personal necessity and the type of situations in which such leave will be permitted.

9.8.3 The total number of days used for personal necessity leave in any school year may not exceed eight days.

9.8.4 When possible, requests for personal necessity leave shall be made at least two days in advance to the principal or supervisor and forwarded to the Superintendent.

9.8.5 Advance permission is not required in the following situations:

9.8.5.1 Death or serious illness of a member of the employee's immediate family, (See bereavement leave.)

9.8.5.2 Accident involving the person or property of the employee or the person or property of a member of the employee's immediate family.

9.8.6 "Personal necessity" means any circumstances that are serious in nature and which cannot be expected to be disregarded, which necessitate immediate attention and which cannot be dealt with during off-duty hours without causing undue inconvenience to the employee.

9.8.7 Personal necessity leave may be taken to observe religious holidays for a maximum of three days annually.

9.8.8 A father upon the birth of his child, and parents upon the adoption of a child, may use personal necessity leave.

9.9 Family Care Leave

9.9.1 An employee who has been employed one year as a regular employee of the District and who has worked at least 1250 hours in the previous 12 months period of employment shall be eligible for family care leave for up to 12 work weeks within a 12 month period.

9.9.2 Family care leave means leave for reason of the birth or adoption of the employee's child, or placement of a foster child with the employee; leave to care for a seriously ill child, spouse or parent; leave for the employee's own serious health condition.

9.9.3 When applicable, the District may require that an employee's request for family care leave be supported by a certification issued by a health care provider of the individual requiring leave.

9.9.4 Employees granted family care leave must utilize all available leave and vacation benefits during the period of leave. Following the exhaustion of all paid leave and vacation benefits, the employee shall be placed on unpaid status for the remainder of the family care leave. For purposes of this section "available paid leave" means leave for which the employee meets the District's usual requirements for the use of such leave.

9.9.5 Group health plan coverage and premium payments shall be maintained on the same basis as if the employee were in paid status.

9.9.6 The District may recover from the employee the cost of the group health plan premium payments paid by the District during period of unpaid family care leave if the employee fails to return to work after the expiration of the leave.

9.10 Leave of Absence without Pay

9.10.1 An extended leave of absence, without pay, may be granted to a permanent employee, upon the written request of the employee and approval of the Board or designee, subject to the following restrictions:

9.10.1.1 Leave of absence, without pay, may be granted for any period not exceeding one year, except that leave for military service shall be granted as provided by the Statutes of the State of California. Leave for service in the Peace Corp or Merchant Marine during time of emergency may be granted for a period not exceeding 24 months; and,

9.10.1.2 The granting of a leave of absence without pay gives to the employee the right to return to the position classification held at the time of leave at the expiration of the leave, provide the employee is physically capable of performing the duties required. The Board shall consider any written request by an employee to return to work prior to the expiration date of the leave.

9.10.1.3 Failure to report to duty within five working days after a leave has expired shall be considered abandonment of the position and the employee may be terminated by the Board. This provision is not applicable to military leave.

9.11 Unauthorized Leave

Unauthorized leave is defined as non-performance of those duties and responsibilities assigned by the District and its representatives including all duties and responsibilities as defined by the Education Code, policies of the Board, the rules and regulations of the District, and provisions of this MOU.

9.11.1 Unauthorized leave may include, but is not limited to, refusals to provide service, unauthorized use of sick leave, and unauthorized use of other leave benefits.

9.11.2 An employee is deemed to be on unauthorized absence at such time or on such occasions as the employee may absent him/herself from required duties without prior approval of his/her principal or immediate supervisor.

9.12 In Service Leave

Employees may request, or the Board may require, an employee to take a paid in service leave. The purpose of this leave is to improve the District's programs by providing employees with an opportunity to attend a workshop or other in service training for job improvement.

ARTICLE 10

SAFETY CONDITIONS OF EMPLOYMENT

- 10.1 Employees are required to report conditions which they believe to be unsafe or which endanger their health, safety or well being. When the employee makes such a report, the Superintendent shall investigate the situation to determine whether an unsafe condition exists. If the employee and the Superintendent do not agree as to whether an unsafe condition exists, either the employee or the Superintendent may contact Cal-OSHA pursuant to its procedures. Employees shall not be required unlawfully to work under unsafe conditions or to perform tasks which endanger their health, safety, or well being.

ARTICLE 11

GRIEVANCE PROCEDURE

11.1 Definitions

- 11.1.1 A “grievance” is a claim by an employee of an alleged violation, misinterpretation, or misapplication of the express terms of this MOU, which personally and adversely affects the employee.
- 11.1.2 A “grievant” is the employee, or employees making the claim.
- 11.1.3 A “party in interest” is any person who might be required to take action or against whom action might be taken in order to resolve the grievance.

11.2 Purpose

- 11.2.1 The purpose of this procedure is to secure, at the most informal level, solutions to problems which may from time to time arise concerning the interpretation and application of the provisions of the MOU. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the process.
- 11.2.2 Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any member of the administration.

11.3 Procedure

- 11.3.1 Level One: Grievant will first discuss the grievance informally with the immediate supervisor.
- 11.3.2 Level Two: If the attempt to resolve the grievance at the informal level is not successful, the employee may submit the grievance on a District grievance form. The statement of grievance shall contain a clear and concise statement of the grievance, the circumstances involved, the decision rendered at the informal level and the specific remedy sought. The formal grievance shall be submitted within five working days after the employee could reasonably have known of the occurrence of the act giving rise to the grievance. A grievance which is not timely filed shall be deemed waived. The immediate supervisor shall communicate a written decision to the employee within 10 working days after receiving the grievance. Prior to preparing a written decision, the supervisor may request a meeting with the grievant to obtain further information or clarification regarding the grievance. The grievant and supervisor may have a representative present at such meeting.

11.3.3 Level Three: If the grievance is not satisfactorily resolved at Level Two, or if the immediate supervisor fails to respond in accordance with the requirements of Level Two, the grievant may submit the grievance, in writing, to the District Superintendent. The grievance must be submitted to the District Superintendent within 10 working days after receipt of the decision at Level Two or if no decision is rendered at Level Two, within 10 working days after the date at which the Level Two decision should have been presented to the grievant. The Superintendent shall meet with the grievant and shall render a written decision regarding the grievance within 10 working days of timely presentation of the grievance. If the grievant refuses to meet with the Superintendent, the Superintendent may issue his/her decision without conducting a meeting.

11.3.4 Level Four: If the grievant is not satisfied with the Superintendent's proposed decision, the grievant may submit the grievance for consideration by the Board. The grievance shall be submitted for consideration by the Board within 10 working days following receipt of the decision at Level Three or if the Superintendent has not prepared a decision, 10 working days from the date at which the Superintendent is required to render a decision. The Board shall consider the grievance in closed session. The decision of the Board shall be binding on all parties. If upon review, the Board determines it is unable to render a final determination on the record, it may reopen the record for additional evidence prior to rendering a binding decision.

ARTICLE 12

DISCIPLINARY PROCEDURES

12.1 Termination of Probationary Employment

At any time prior to the expiration of the probationary period, the Superintendent or designee may, at his/her discretion, dismiss a probationary employee from District employment. A probationary employee shall not be entitled to a hearing.

12.2 Involuntary Suspension without Pay, Demotion, Reduction of Pay Step in Class, or Dismissal of Permanent Employees

Permanent employees shall be subject to personnel action (suspension without pay, demotion, reduction of pay step in class, dismissal) only for cause. The Board's determination of the sufficiency of the cause for disciplinary action shall be conclusive.

12.2.1 Causes

In addition to any disqualifying or actionable causes otherwise provided for by statute or by policy or regulation of this District, each of the following constitutes cause for personnel action against a permanent employee:

- a. Falsifying any information supplied to the school district, including, but not limited to, information supplied on application forms, employment records, any other school district records.
- b. Incompetency.
- c. Inefficiency.
- d. Neglect of duty.
- e. Insubordination.
- f. Dishonesty.
- g. Drinking alcoholic beverages while on duty or in such close time proximity thereto as to cause any detrimental effect upon the employee or upon employees associated with him/her.
- h. Possession or being under the influence of a controlled substance at work or away from work, or furnishing a controlled substance to a minor.
- i. Conviction of a felony, conviction of any sex offense made relevant by provisions of law, or conviction of a misdemeanor which is of such a

nature to adversely affect the employee's ability to perform the duties and responsibilities of his/her position. A plea or verdict of guilty, or a conviction following a plea of nolo contendere, is deemed to be a conviction for this purpose.

j. Absence without leave.

k. Immoral conduct.

l. Discourteous treatment of the public, students, or other employees.

m. Improper political activity.

n. Willful disobedience.

o. Misuse of District property.

p. Violation of District, Board or departmental rule, policy or procedure.

q. Failure to possess or keep in effect any license, certificate, or other similar requirement specified in the employee's class specification or otherwise necessary for the employee to perform the duties of the position.

r. Refusal to take and subscribe to any oath or affirmation which is required by law in connection with his/her employment.

s. A physical or mental disability which precludes the employee from the proper performance of his/her duties and responsibilities as determined by competent medical authority, except as otherwise provided by a contract or by law regulating the retirement of employees.

t. Unlawful discrimination, including harassment, on the basis of race, religious creed, color, national origin, ancestry, physical handicap, marital status, sex or age against the public or other employees while acting in the capacity of a District employee.

u. Unlawful retaliation against any other District officer or employee or member of the public who, in good faith, reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority any information relative to an actual or suspected violation of state or federal law occurring on the job or directly related thereto.

v. Any other failure of good behavior either during or outside of duty hours which is of such nature that it causes discredit to the District or his/her employment.

Except as defined in items “i” and “s” above, no personnel action shall be taken for any cause which arose before the employee became permanent, nor for any cause which arose more than two years before the date of the filing of the notice of cause unless this cause was concealed or not disclosed by the employee when it could be reasonably assumed that the employee would have disclosed the facts to the District.

12.2.2 Initiation and Notification of Charges

The Superintendent or designee may initiate personnel action as defined herein against a permanent employee.

In all cases involving a personnel action, the person initiating the action shall file a written recommendation of personnel action with the Board. A copy of the recommendation shall be served upon the employee either personally or by registered or certified mail, return receipt requested, at the employee’s last known address. The recommendation shall include:

- a. A statement of the nature of the personnel action (suspension without pay, demotion, reduction of pay step in class, or dismissal).
- b. A statement of the causes for the personnel action, as set forth above.
- c. A statement of the specific acts or omissions upon which the causes are based. If a violation of rule, policy or regulation of the District is alleged, the rule, policy or regulation violated shall be stated in the recommendation.
- d. A statement of the employee’s right to appeal the recommendation and the manner and time within which the appeal must be filed.
- e. A card or paper, the signing and filing of which shall constitute a demand of hearing and a denial of all charges.

12.2.3 Employment Status Pending Appeal or Waiver

Except as provided herein, any employee against whom a recommendation of personnel action has been issued shall remain on active duty status and responsible for fulfilling the duties of the position pending his/her appeal or waiver thereof.

If the Superintendent or designee determines that a permanent employee should be dismissed and that his/her continuation in active duty status would present an unreasonable risk of harm to students, staff or property while proceedings are pending, the Superintendent or designee may order the employee immediately suspended from duty without pay in conjunction with the recommendation of personnel action. This suspension order shall be in writing and shall state the reasons that

the suspension is deemed necessary.

The suspension order shall be served upon the employee either personally or by registered or certified mail, return receipt requested, immediately after issuance. Except in cases of emergency when the employee must be removed from the premises immediately, the Superintendent or designee shall give the employee written notice of the proposed recommendation of dismissal at least five calendar days before the effective date of any order of suspension issued in conjunction with a recommendation involving dismissal. This notice shall state that immediate suspension without pay is being implemented and shall include the reasons for the proposed dismissal and proposed immediate suspension without pay, materials upon which the proposed action is based, and the employee's right to respond to the Superintendent or designee orally or in writing before the final recommendation and order are issued.

12.2.4 Time Limit of Suspension

Except for a suspension imposed under #3 above, any suspension invoked under these rules against any one person for one or more periods shall not aggregate more than 90 calendar days in any 12 month period; however, this time limitation shall not apply to cases in which a personnel action of dismissal is modified by the Board to a suspension.

12.2.5 Right to Appeal

Within five calendar days after receiving the recommendation of personnel action described above, the employee may appeal by signing and filing the card or paper included with the recommendation. Any other written document signed and appropriately filed within the specified time limit by the employee shall constitute a sufficient notice of appeal. A notice of appeal is filed only by delivering the notice of appeal to the office of the Superintendent or designee during normal work hours of that office. A notice of appeal may be mailed to the office of the Superintendent or designee but must be received or postmarked no later than the time limit stated herein. In cases where an order of suspension without pay has been issued in conjunction with a recommendation of dismissal, any appeal of the recommendation of dismissal shall also constitute an appeal of the suspension order, and the necessity of the order shall be an issue in the appeal hearing.

If the employee fails to file a notice of appeal within the time specified in these rules, he/she shall be deemed to have waived his/her right to appeal, and the Board may order the recommended personnel action into effect immediately.

12.2.6 Amend/Supplemental Charges

At any time before an employee's appeal is finally submitted to the Board or to a hearing officer for decision, the complainant may, with the consent of the Board or hearing officer, serve on the employee and file with the Board an amended or supplemental recommendation of personnel action.

If the amended or supplemental recommendation presents new causes or allegations, the employee shall be afforded a reasonable opportunity to prepare his/her defense. Any new causes or allegations shall be deemed controverted and any objections to the amended or supplemental causes or allegations may be made orally at the hearing and shall be noted on the record.

2.2.7 Hearing Procedures

- a. The hearing shall be held at the earliest convenient date, taking into consideration the established schedule of the Board or hearing officer and the availability of counsel and witnesses. The parties shall be notified of the time and place of the hearing. The employee shall be entitled to appear personally, produce evidence, and have counsel. The employee shall be entitled to a public hearing if he/she demands it when the Board is hearing the appeal. The complainant may also be represented by counsel. The procedure entitled "Administrative Adjudication" commencing with Government Code Section 11500 shall not apply to any such hearing before the Board or a hearing officer. Neither the Board nor a hearing officer shall be bound by rules of evidence used in California courts. Informality in any such hearing shall not invalidate any order or decision made or approved by the hearing officer or the Board.
- b. All hearings shall be heard by a hearing officer except in those cases where the Board determines to hear the appeal itself. In any case in which the Board hears the appeal, the Board may use the services of its counsel or a hearing officer in ruling upon procedural questions, objections to evidence, and issues of law. If the appeal is heard by the Board, the Board shall affirm, modify or revoke the recommended personnel action.
- c. If the appeal is heard by a hearing officer, he/she shall prepare a proposed decision in a form that may be adopted by the Board as the decision in the case. A copy of the proposed decision shall be received and filed by the Board and furnished to each party within ten days after the proposed decision is filed by the Board. The Board may:

- (1) Adopt the proposed decision in its entirety.
- (2) Reduce the personnel action set forth in the proposed decision and adopt the balance of the proposed decision.
- (3) Reject a proposal reduction in personnel action, approve the personnel action sought by the complainant or any lesser penalty, and adopt the balance of the proposed decision.
- (4) Reject the proposed decision in its entirety.

d. If the Board rejects the proposed decision in its entirety, each party shall be notified of such action and the Board may decide the case upon the record including the transcript, with or without the taking of additional evidence, or may refer the case to the same or another hearing officer to take additional evidence and the transcript and other papers which are part of the record of the prior hearing. A copy of this proposed decision shall be furnished to each party within 10 days after the proposed decision is filed by the Board.

e. In arriving at a decision or a proposed personnel action, the Board or the hearing officer may consider the records of any prior personnel action proceedings against the employee in which personnel action was ultimately sustained and any records that were contained in the employee's personnel files and introduced into evidence at the hearing.

12.2.8 Hearing Decision

The decision of the Board shall be in writing and shall contain findings of fact and the personnel action approved, if any. The findings may reiterate the language of the pleadings or simply refer to them.

The decision of the Board shall be certified to the Superintendent or designee who recommended the personnel action, and he/she shall enforce and follow the decision. A copy of the decision shall be delivered to the appellant or his/her designated representative personally or by registered mail. The decision of the Board shall be final.

12.2.9 Compulsory Dismissal

The District shall not employ or retain in employment any person who has been convicted of any sex offense as defined in Education Code Section 44010 or any controlled substance offense as defined in Education Code Section 44011. However, the District may employ a person convicted of a controlled substance offense if the Board determines from the evidence it requires that the person has been rehabilitated for at least five years. If any such conviction is reversed

and the person acquitted or charges dismissed except as otherwise provided below, the employee may be reemployed by the District, although reemployment is not a guarantee. (Education Code Section 45123)

12.2.10 Extension of Compulsory Leave

~~The Board may extend an employee's compulsory leave of absence by giving him/her notice, within 10 days after the entry of judgment in the proceedings, that he/she will be dismissed in 30 days unless he/she demands a hearing. Employee compensation during the period of compulsory leave shall be made in accordance with law. (Education Code Section 44940.5)~~

ARTICLE 13

REIMBURSEMENT FOR DAMAGE OR LOSS OF PERSONAL PROPERTY

13.1 An employee may petition and the Board may reimburse an employee up to \$100.00, for any loss, damage or destruction of personal property or equipment of the employee while on duty in the school, on school premises, or at a school sponsored activity.

13.1.1 "Personal property" is defined as eyeglasses, hearing aids, dentures, watches or articles of clothing.

13.1.2 Any equipment for which a claim may be filed must have been approved for use at school by the employee's immediate supervisor. The written approval shall include the serial number and description of the property.

13.1.3 In the event of loss or damage to personal property or equipment exceeding \$50.00, the employee must file a police report prior to presentation of the claim to the Board.

13.1.4 An employee filing a claim pursuant to this section shall file the claim as soon as possible and no later than two school days following the damage or loss of the property in question. The Board retains the right to inspect all damaged property and to require full disclosure of witnesses, prior condition, and a complete description of the damaged or stolen property.

ARTICLE 14

HEALTH AND WELFARE BENEFITS

14.1 The District shall contribute no more than \$7,062.20 annually for health and welfare benefits. Any premium amounts over the designated limit for the district's contribution will be borne entirely by the employee. The District agrees to provide the following health and welfare benefits to employees.

1. Medical Care Benefits Plan
2. Dental Care Benefits Plan
3. Term Life Insurance Plan
4. Vision Care Benefits Plan

14.2 Coverage shall be continuous from year to year unless modified by action of the Board.

14.3 Benefits provided by this Article shall be for regular, full-time employees of the District. Full-time employees are defined differently for various benefits. For Dental Care, Term Life Insurance and Vision Care Benefits, full time employees are employees that work eight (8) hours per day on an eleven or twelve month work year. For Medical Care benefits only, full time employees work on average 30 hours per week or 130 per month in accordance with Treasury Regulation section 54.4980H-1.

14.4 Retirement

Subject to the conditions stated hereinafter, the District will pay the medical insurance benefits by the current amount at the time of their retirement for any classified or confidential employee who retires from district service after fifteen (15) years of full time service to the District. Part time employees who have earned fifteen (15) years of PERS service time in Cardiff District will be eligible to participate. The benefits provided for by this section in the MOU in place when the employee retires shall be in effect for a maximum of five (5) years or until the retiree is eligible for Medicare, whichever comes first. No classified or confidential retiree shall be eligible to apply for the above benefits until the age of fifty-five has been reached. When benefits provided for in this section expire, such retiree may with the carrier's consent and at their own cost, participate in the District's medical insurance program in effect.

Retiring members may, at their own cost, enroll dependents under the following conditions:

- A. The dependent(s) must have been enrolled for one (1) year prior to the effective date of retirement.
- B. Rates and other conversion requirements for dependents for dependent coverage are at the discretion of the insurance company.

14.5 Employee Benefits During Leave of Absence

14.5.1 The District shall continue to contribute to an employee's District premium contribution, while on paid leave status, in the same manner as if the employee had remained in regular service.

14.5.2 Employees on District approved, non-paid leaves of absence may elect to continue coverage for themselves (and dependents) by mailing the entire premium payment required for coverage, made payable to the Cardiff School District. Such premium payment shall be made payable to the Cardiff School District. Such premium payments shall be made according to a payment schedule established by the District's business office.

14.6 Cancellation

The employee (and dependents, if covered) insurance coverage, under the District's master insurance contract(s), shall be canceled for failure to fulfill the terms of the contract(s) for reasons including, but not limited to, the following:

- c. Leaving the employ of the District.
- d. Failing to meet eligibility requirements.
- e. Failing to complete required payroll deduction forms.
- f. Failing to submit premium payments to the District office by the deadline date.
- g. Expiration of leave and non-return to active duty.

14.7 Payroll Deductions

Upon appropriate written authorization from the employee, the Board shall deduct from the of any employee and make appropriate remittance for approved annuity programs, credit unions, savings bonds, charitable donations, or salary protection insurance.

14.8 The District will provide employees with the opportunity to participate in the pre-tax benefits under IRC Section 125.

ARTICLE 15
COMPENSATION

15.1 Salary Schedule

15.1.1 Employees shall be compensated in accordance with the classified employee salary schedule which is attached to this MOU as Appendix "A".

15.2 Each school year the employee shall be placed on the appropriate salary step in accordance with the Board adopted salary schedule.

15.3 Any error in the current schedule salary placement shall be corrected during the fiscal year in which it is discovered. Such correction shall only apply to that fiscal year.

15.4 A permanent full-time employee returning to the District after an absence of 39 months or less shall be placed on the step of the base column of the salary schedule which is the same as the step on which the employee was placed prior to the absence.

15.5 Overtime

15.5.1 Overtime is defined as all directed work by an employee in paid status in excess of eight hours per day or in excess of 40 hours work week. This article shall not restrict the extension of the regular work day or work week on an overtime basis when such is necessary to carry on the business of the District.

15.5.2 Compensation for overtime work shall be at the rate of one and one-half times employee's regular hourly rate. For full-time employees time and a half will be paid for all hours worked on the sixth consecutive day and double time will be paid for all hours worked on the seventh consecutive day. For employees working an average workday of four hours or more during the workweek, time and a half will be paid for all hours worked on the sixth or seventh day following the commencement of the employee's workweek. For employees working an average workday of less than four hour during the workweek, time and a half will be paid for all hours worked on the seventh day following commencement of the employee's workweek.

15.5.3 If for all or certain classes of classified positions the established workday is less than eight hours but seven hours or more and the established work week is less than 40 hours but 35 hours or more, all time worked in excess of the established workday and work week shall be considered overtime. (Education Code 45128)

15.5.4 Employees who are required to work on a holiday shall receive regular pay for the holiday plus one and one-half times the employee's hourly rate for hours worked during the holiday and are guaranteed a minimum of two hours of pay.

15.5.5 Compensatory time off may be substituted for overtime pay upon the request of the employee and the approval of the District. Such compensatory time shall be computed at the rate of one and one-half times the number of hours worked as overtime. Such compensatory time off shall be granted within 12 calendar months following the month in which the overtime was worked and without impairing the services rendered by the District.

15.6 Call Back Time

When an employee is required to return to work after having left his/her regular duty station following the completion of a regular work day/work shift/work week, the employee shall be paid for minimum of two hours at the appropriate rate of pay.

15.7 Call In Time

Any employee called in to work on a day when he/she is not scheduled to work shall receive not less than two hours of pay at the appropriate rate.

15.8 Mileage

Any employee required to use his/her vehicle on District business shall be reimbursed at the current IRS reimbursable mileage rate for all miles driven on behalf of the District. The mileage computation shall include mileage necessary to return to the employee's normal job site after the completion of District business. This amount shall be payable on a separate warrant drawn against District funds.

15.9 Uniforms

Any clothing of a particular color, design, pattern or style required to be worn by the District shall be considered a uniform. The District shall pay the full cost of the purchase, lease, rental of uniforms, equipment, identification badges, emblems, and cards as required by the District to be worn or used by employees.

15.10 Working Out of Classification

15.10.1 If an employee is assigned to work in a higher classification for more than five working days within a 15 calendar day period the employees shall receive an upward salary adjustment for the entire period.

15.10.2 Salary adjustment will be determined by placement of the employee on the step of the range of the salary schedule which most closely approximates at least a five percent increase in the employee's salary. However, the maximum adjustment shall be step 5 of the salary schedule.

MEMORANDUM OF UNDERSTANDING

This Agreement for the **North County Coastal Substitute Consortium** made and entered into by and between the following school districts:

**Cardiff School District
Del Mar Union School District
Encinitas Union School District
Rancho Santa Fe School District
Solana Beach School District**

NOW, THEREFORE, IT IS UNDERSTOOD:

1. Definitions
 - a. Managing district: the district that is responsible for managing the substitute consortium program.
 - b. Member district: districts that receive services as part of the North County Coastal Substitute Consortium.

2. Del Mar Union School District shall be the managing district. Del Mar Union School District shall manage and provide the following to the member districts.
 - a. The Del Mar Union School District shall perform services under this agreement that include, but not limited to:
 1. Administering the Consortium in accordance with rules, regulations, policies and procedures pertaining to district employment and credentialing, in compliance with State Education Code and other applicable laws;
 2. Continuously monitoring substitute activity to fill consortium-wide substitute levels and needs;
 3. Operating the automated sub-finder system;
 4. Assisting with the onboarding process of new certificated and classified substitute employees;
 5. Preparing pre-employment documents and conduct new employee orientations.
 6. Maintaining on-going, regular communication with the districts within the Consortium, including regular updates of their respective substitute fill rates.
 - b. The acquisition of personnel, software, and all materials needed to provide services to all the districts in the North County Coastal Substitute Consortium.

3. The managing district will bill the member districts for the services provided, with adherence to the following:
 - a. Billing will be based on the number of users per member district.
 - b. The managing district shall make a good faith effort to provide invoices and withdraw payments via Auditor's Transfer no later than January 31st and June 30th of each year. Member districts shall prove managing district with expenditure account to be charged.
 - c. A 5% administrative fee will be charged by the managing school district for the purpose of covering administrative costs related to the operation of the consortium program.
 - d. Invoices will include copies of expenditures specifically for the operation of the consortium including mileage and travel cost.
 - e. The cost of auxiliary/support services that are unique to a specific member district will be charged to the member school district at actual cost.
 - f. Billing contacts are the human resources director/manager and accounts payable clerk/technician of each member school district.

4. Each District agrees to mutually defend, indemnify and hold harmless the other districts, its governing boards, officers and employees from every claim or judgement of any nature whatsoever, arising from the intentional or negligent act or omission of the indemnifying district.

5. This agreement shall continue in full force and effect unless and until terminated by any district hereto giving one year's notice in writing to the all participating districts.

6. This agreement shall be governed by the laws of the State of California with venue in San Diego County, California.

7. This agreement constitutes the entire agreement between the member districts. This agreement may be amended only by a written amendment executed by all member districts.

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IN WITNESS WHEREOF and intending to be legally bound thereby, the parties have caused this Agreement to be duly executed.

Cardiff School District

By _____
Title: Superintendent

Dated: _____

Approved by the Governing Board On

Date: _____

Del Mar Union School District

By _____
Title: Superintendent

Dated: _____

Approved by the Governing Board On

Date: _____

Encinitas Union School District

By _____
Title: Superintendent

Dated: _____

Approved by the Governing Board On

Date: _____

Rancho Santa Fe School District

By _____
Title: Superintendent

Dated: _____

Approved by the Governing Board On

Date: _____

Solana Beach School District

By _____
Title: Superintendent

Dated: _____

Approved by the Governing Board On

Date: _____