

LA CAÑADA UNIFIED SCHOOL DISTRICT
CONFIDENTIAL, MANAGERIAL, SUPERVISORY
AND ADMINISTRATIVE ASSOCIATION

POLICY AND PROCEDURES MANUAL

JULY 2013

**LA CAÑADA UNIFIED SCHOOL DISTRICT
AND THE
CONFIDENTIAL, MANAGERIAL, SUPERVISORY AND ADMINISTRATIVE
ASSOCIATION (CMSA)**

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Confidential, Managerial, Supervisory, and Administrative Association

I. Introduction

A. Background

On July 1, 1976, a California State collective bargaining law took effect.

Under this law, specific groups of employees selected bargaining units to represent them in negotiating a Contract on working conditions, benefits, salaries, etc.

The Law also defined which employees were eligible to belong to bargaining units and which employees were excluded from joining. In California school districts, three kinds of employees were not eligible to be represented by a collective bargaining group. They are:

- Managers: the administrative staff, excluding Cabinet-level positions
- Supervisors: those who directly supervise or assign work to others
- Confidential: those employees whose positions require them to be privy to information regarding union negotiations with either the certificated or classified associations

Eligible employees formed two bargaining units in our District: LCTA (La Cañada Teacher's Association) representing certificated employees and CSEA (California School Employees' Association) representing classified employees.

At that time, fourteen administrative and sixteen classified positions were excluded from these bargaining units.

B. Membership

State law permits employees who are not represented by a collective bargaining unit to form an association. The association formed in the La Cañada Unified School District is called CMSA (Confidential, Managerial, Supervisory and Administrative Association).

CMSA is not a union; it cannot "negotiate" with the Board of Education or write a contract as the other employee associations do. However, members of CMSA do have certain rights to meet and discuss employment conditions, salaries, benefits, grievances, etc., with the school district's Governing Board.

CMSA represents its members to the Governing Board by meeting and conferring. Without such an organization, employees would have to represent themselves.

CMSA has by-laws and policies which are formally recognized by the Governing Board (see Appendix A). Official Governing Board policies relating to CMSA are found in section 4300 of the Board Policy and Administrative Regulations.

Employees in the Confidential, Managerial, Supervisory and Administrative classification, as defined in Article III of the by-laws, are automatically part of CMSA upon employment by the La Cañada Unified School District.

C. Dues

CMSA by-laws provide for dues to be collected if the majority of members want to do so. However, at present, there are no dues, nor does it cost anything to belong to CMSA.

D. Meetings

CMSA usually meets two or three times a year, ~~at very brief meetings.~~ There are several action committees, which meet more often, such as the Salary Committee. Committees are listed in the by-laws.

II. Statement of Philosophy

The La Cañada Unified School District recognizes that the quality of its educational program is in great measure due to the leadership, creativeness, dedication and efficient performance of its Confidential, Managerial, Supervisory and Administrative personnel. Confidential, Managerial, Supervisory and Administrative personnel are 11 (eleven)-month and 12 (twelve)-month employees who are assigned authority commensurate with their responsibilities. The District expects to compensate such personnel at levels which are competitive to those established in comparable unified school districts in the Los Angeles area.

Recognizing the need for the personal and professional growth of its Confidential, Managerial, Supervisory and Administrative employees, the District shall provide vacation time, health and welfare benefits and staff development time.

III. Selection of Confidential, Managerial, Supervisory and Administrative Personnel

The Governing Board desires to employ the most highly qualified person available for each open position. The Superintendent or designee shall recruit and select candidates following the criteria of Board Policy 4111(a).

IV. Evaluation Process

A. Administrative Personnel (Certificated Employees)

1. General Statement

- a. It shall be the policy of the La Cañada Unified School District to maintain a formal program for the evaluation of the services rendered by the Administrative personnel.
- b. The responsibility for the evaluation of District personnel and school principals is delegated to the District Superintendent or designee. In the case of site-level administrators, other than principals assigned to a single school, the responsibility for evaluation is delegated to the school principal.

2. Purpose of Evaluation

- a. Evaluation of Administrative personnel shall be primarily for the purpose of improving performance and assuring a high quality school district.
- b. Evaluation of Administrative personnel shall also serve as a basis of re-employment in the District and as a basis for salary determination.

3. Evaluation Process

- a. All Probationary Administrative personnel shall receive at least one formal evaluation each year. Permanent Administrative personnel shall be evaluated at least every other year.
- b. The formal evaluation shall be in writing. The evaluation shall be discussed with the employee. A copy of the evaluation shall be given to the employee, and a copy shall be filed in the employee's personnel file. The employee may attach a written response to the written evaluation.
- c. The Superintendent shall establish criteria that are reasonably related to the fulfillment of job responsibilities.
- d. The evaluation(s) shall be completed based on the Administrator's goals and objectives.

B. Confidential, Managerial and Supervisory Personnel (Classified Employees)

1. General Statement

It shall be the policy of the La Cañada Unified School District to maintain a formal program for the evaluation of services rendered by Confidential, Managerial and Supervisory personnel.

2. Purpose of Evaluation

Evaluation of Confidential, Managerial and Supervisory personnel shall be primarily for the purpose of improving performance and assuring a high quality school district.

3. Evaluation Process

- a. Permanent employees shall receive a written performance evaluation by their immediate supervisor. The evaluation shall be discussed with the employee, and a copy shall be sent to the personnel office, a copy given to the employee, and a copy retained by the immediate supervisor. The written performance shall be completed prior to May 15 of each year. The employee may attach a written response to the written evaluation.
- b. The evaluation shall include a statement of goals and objectives for the ensuing evaluation period along with a statement of the strong points of the employee. A rating of “Unsatisfactory” in an evaluation category shall be accompanied with a specific statement of the deficiencies noted by the evaluator.
- c. An overall evaluation rating of “Unsatisfactory” shall be accompanied by a statement from the evaluator stating specific remediation action to be taken. This shall be reviewed and reevaluated at the end of three (3) months. Lacking a satisfactory overall evaluation at this point, steps may be taken for suspension or dismissal.
- d. Newly hired Confidential, Managerial and Supervisory employees are considered probationary employees for their first 12 months of service. Probationary employees shall be evaluated by their immediate supervisor at four (4) months service and eight (8) months service, and eleven (11) months with a recommendation for continuing or not continuing employment, with specific statements of deficiencies noted for any “Unsatisfactory” evaluation ratings.

V. Transfer/Reassignment/Promotion

A. Administrative Personnel (Certificated Employees)

1. General Statement

A condition may occur requiring that a change be made by transfer or reassignment of existing administrative personnel.

- a. A transfer is movement within one administrative class of employees (same responsibility and salary range).
- b. A reassignment is movement to another administrative class with different responsibility and salary range.

2. Procedure

When, in the opinion of the Superintendent, it is desirable to transfer or reassign existing administrative personnel, the Superintendent, shall do the following prior to making a recommendation to the Governing Board:

- a. Determine if transfer or reassignment of existing personnel will result in an administrative vacancy.
- b. Consult with and seek the advice of selected members of the District's leadership team.
- c. Consult with administrative personnel involved and notify by March 15.

B. Confidential, Managerial and Supervisory Personnel (Classified Employees)

1. General Statement

A condition may occur requiring that a change be made by transfer or reassignment of existing Confidential, Managerial or Supervisory personnel member.

- a. A transfer is movement within one confidential, managerial or supervisory class of employees (same responsibility and salary range)
- b. A reassignment is movement to another confidential, managerial or supervisory class with different responsibility and salary range position.

2. Procedure

- a. Placement would be on the range designated for the new assignment unless Y-rated.
- b. Reassignment of a Confidential, Managerial and Supervisory employee to a position of greater responsibility shall result in a salary placement on the range designated for the new assignment, on the same step as the employee has been on, unless the salary increase would exceed 5% of the former base salary. In that event, the employee would be placed on the step in the new assignment's range closest to a 5% increase.
- c. If the employee is receiving a longevity or differential benefit, longevity will continue in the new placement, regardless of which step is assigned but differential will continue only if applicable to the new position.
- d. Reassignment of a Confidential, Managerial or Supervisory employee to a position of lesser responsibility shall be made in such a way as to minimize loss of compensation.

VI. Salary Procedures

The Superintendent or designee shall recommend placement on the salary schedule based upon experience and prior salary history, for approval of the Governing Board.

The Governing Board recognizes that Confidential, Managerial, Supervisory and Administrative personnel contribute a necessary and unique service to the effective operation of the school district and will meet and confer with them annually to set compensation and other working conditions.

A. Administrative Personnel (Certificated Employees)

1. The Governing Board shall determine the salary schedule structure.
2. Each range shall contain six steps, with increments of 3% between steps.
3. Salary advancement shall occur at the rate of one step advancement for each year of service, with positive evaluations. An unfavorable evaluation in a given year shall result in no step advancement for the succeeding year.

B. Confidential, Managerial and Supervisory Personnel (Classified Employees)

1. The regular rate of pay for Confidential, Managerial and Supervisory personnel shall be in accordance with the rates established on the Confidential, Managerial and Supervisory salary schedule. The Governing Board shall determine the salary schedule structure.
2. At the beginning of the 8th year of continuous service, a longevity increment of two and one-half percent (2½%) shall be paid above the maximum of the specific employee's salary range. An additional two and one-half percent (2½%) shall be paid at the beginning of the 10th, 15th and 20th year of continuous service in the District for a total of ten percent (10%).
3. Pay warrants will be issued on the same time schedule as those of other classified personnel.
4. The District agrees to compensate a Confidential, Managerial and Supervisory employee at the rate of one and one half (1½) times the employee's regular rate of pay for work accomplished in excess of the eight (8) hour work day.
5. Double time shall be paid for hours worked on a holiday.
6. Overtime shall be distributed and rotated as equally as is practical among Confidential, Managerial and Supervisory employees within each department.
7. An employee may refuse overtime assignments that are not of an emergency nature.
8. Use of private vehicles shall be reimbursed at the prevailing IRS rate per mile.
9. Uniforms, tools and/or equipment required on the job shall be provided by the District at no cost to the employee.

VII. Health and Welfare

The District shall make available district-paid family medical, dental and vision coverage equal to the percent of time the employee works.

VIII. Early Retirement

- A. The District shall make a contribution for hospital and medical insurance for employees in the bargaining unit selecting early retirement from the District. The District shall provide a contribution toward the premium of this insurance in the

same amount as it provides for its regular employees. The insurance and contribution shall be provided for a period of five (5) years or to age 65, whichever comes first.

- B. To be eligible for the hospital and medical insurance contribution, the following criteria shall be met:
 - 1. On the date of retirement, the employee shall have been a subscriber to a hospital and medical plan offered by the school district.
 - 2. The employee shall not be covered as principal or dependent by any other major hospital and medical plan.
 - 3. The employee shall be 50 years of age or over.
 - 4. The employee shall have been employed by the La Cañada Unified School District for a minimum of ten (10) years.
 - 5. The employee shall retire from public school service and is eligible only while receiving California State Retirement benefits.

IX. Professional Growth

Each employee will be granted up to 3% of their base salary to be used for professional dues, professional growth opportunities or continued education at an accredited institution of higher education.

- A. Each expenditure requires the prior approval of the Superintendent.
- B. This benefit does not carry over from year to year.
- C. This benefit shall be reviewed on an annual basis. CMSA will provide, upon request each year, the Superintendent with a summary of the expenditures and total cost to the District after year-end closing.

X. Leaves

A. Bereavement Leave

- 1. Confidential, Managerial, Supervisory and Administrative personnel shall be entitled to a paid leave of absence not to exceed three (3) days, or not to exceed five (5) days if out-of-state travel is required, to attend services on account of the death of any member of his/her immediate family.
- 2. No deduction shall be made from the compensation of any such employee on account of such leave.
- 3. "Members of Immediate Family" means the spouse, domestic partner, mother, father, grandmother, grandfather, grandchild, son, son-in-law, daughter, daughter-in-law, brother or sister of the CMSA employee or of the CMSA employee's spouse/domestic partner, or any relative living in the immediate household of the CMSA employee.

B. Personal Necessity Leave

Up to ten (10) days annually of accrued sick leave with the approval of the Superintendent may be used by the CMSA employee at his/her election of as personal necessity leave on the following basis:

1. The death of a member of the CMSA employee's immediate family when additional leave is required beyond that provided in Bereavement Leave provisions.
2. As a result of an accident or illness involving the CMSA employee's person or property or the person or property of his/her immediate family.
3. When resulting from an appearance in any court or before any administrative tribunal as a litigant, party, voluntary/friendly/not subpoenaed witness.
4. Such other reasons approved by the Superintendent.

C. Child-Rearing Leave

A CMSA employee who is the natural or adoptive parent of a child shall be entitled to an unpaid leave of absence for the purposes of rearing his or her child. Such leave shall be for a maximum period of one (1) year and shall be in accordance with the Family Medical Leave Act.

D. General Leaves

A one (1) year leave of absence may be granted to a CMSA employee on an unpaid basis at any time upon any terms acceptable to the Superintendent and the CMSA employee.

E. Jury Duty

1. Certificated administrative personnel shall be entitled to a paid leave of absence of up to ten (10) days in any three (3) year period for jury duty. Such leave shall not affect any other leave to which the Administrative personnel are entitled.
2. Classified Managerial, Supervisory and Confidential personnel shall be granted a paid leave of absence when called for jury duty in the manner provided for by law.
3. Employees are required to return to work during any day or portion thereof in which jury duty services are not required.
4. An employee called to jury duty shall request payment from the court for jury duty services. Such payment shall be deducted from jury duty leave pay exclusive of meals, mileage, and parking allowance, if any. Such leave shall not affect any other leave to which the classified employee is entitled.
5. Subpoenaed witness leave shall be granted following the same rules as jury duty leave except witness fee payment shall be made to the District.

F. Military Leave

Confidential, Managerial, Supervisory and Administrative personnel shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.

G. Sick Leave

1. Paid sick leave will be allocated at the beginning of each fiscal year on the basis of one (1) day for each month of service.
2. Unused sick leave shall be transferred from school districts in which the Confidential, Managerial, Supervisory and Administrative personnel has worked. Unused sick leave will be accumulated from year to year.
3. Sick leave may be taken any time during the year in which it is earned. If the CMSA employee is terminated prior to earning the amount of sick leave taken, the excess sick leave used will be deducted from the final paycheck.
4. Sick leave is not granted for less than one-half ($\frac{1}{2}$) day.
5. The District may require, and the CMSA employee shall provide, a doctor's statement to verify illness or injury after five (5) days of absence.

XI. Vacations

A. Administrative Personnel (Certificated Employees)

1. Administrators holding a 12-month position shall earn 23 working days vacation per year (7-1-xx through 6-30-xx) up to a total of 44 working days of accrued vacation. Vacation days are to be advanced to the employee at the beginning of the fiscal year.
2. One of the 23 vacation days shall be connected to Independence Day (either the day before or day after, depending on where it falls on the calendar).
3. Administrators holding an 11-month position are entitled to a floating vacation day as approved by the Superintendent.
4. Although unused vacation days may be carried over, they may not be accrued beyond 44 days. Thus, if an administrator has 44 or more days of vacation on record, the administrator must use the excess days before the start of the next fiscal year or choose to be compensated for the excess days.
5. No administrator may take more than 44 days of vacation during any one year.
6. Vacation periods shall receive the prior approval of the Superintendent or immediate supervisor. Generally, vacations shall be scheduled so that they will not interfere with the functioning of the District.
7. Administrators leaving the District will be compensated for accrued vacation days.
8. Administrators remaining with the District may not choose to receive pay in lieu of taking vacation days, unless they are at the 44 day maximum.

9. No vacation is earned if employment is terminated prior to serving twelve (12) calendar months.
10. Departure from written procedure shall require the prior approval of the Superintendent.

B. Confidential, Managerial, and Supervisory Personnel (Classified Employees)

1. Confidential, Managerial and Supervisory personnel shall earn 18 working days vacation per year (7-1-xx through 6-30-xx) up to a total of 44 working days of accrued vacation.
2. One of the 18 vacation days shall be connected to Independence Day (either the day before or day after, depending on where it falls on the calendar).
3. Upon completion of five continuous years of service, five additional days of vacation shall be granted, such that the CMSA employee receives 23 vacation days per year.
4. Employees in the Director classification shall earn 23 working days vacation per year (7-1-xx through 6-30-xx) up to a total of 44 working days of accrued vacation.
5. One of the 23 vacation days for a Director shall be connected to Independence Day (either the day before or day after, depending on where it falls on the calendar).

XII. Holidays

- A. All CMSA employees shall be paid for holidays as set forth in Section 37220-37221, Article 3, California Ed Code, and any other day granted by the Governing Board or declared a holiday by the Governor of California or President of the United States.
- B. If a holiday falls on a Sunday, the following Monday shall become a holiday. If a holiday falls on a Saturday, the preceding Friday shall become a holiday.
- C. CMSA non-salaried personnel required to work on a holiday shall be paid compensation at the rate of double time.
- D. Holidays for CMSA personnel shall be:

New Year's Eve Day
New Year's Day
Martin Luther King, Jr.'s Birthday
Lincoln's Birthday
Presidents' Day
Memorial Day
Independence Day
Labor Day

Veterans' Day
Thanksgiving Day
Friday following Thanksgiving Day
Christmas Eve Day
Christmas Day
Three additional holidays tied to Christmas*

*The observation of the three additional holiday days tied to Christmas may be scheduled year by year in order to best accommodate the work calendars negotiated by the certificated and classified unions.

XIII. Mileage

Mileage will be paid on a monthly basis according to positions as follows:

High School Principal	\$100.00
High School Assistant Principal	\$75.00
7/8 Principal	\$75.00
Elementary Principal	\$25.00
Director	\$100.00
Information Systems Supervisor	\$100.00

XIV. Cellular Phones

Cellular phones stipends will be paid for the following positions at the monthly allowances listed below:

Director of Maintenance	\$100.00
High School Principal	\$50.00
High School Assistant Principal	\$50.00
7/8 Principal	\$50.00
Elementary Principal	\$50.00
Director	\$50.00
Information Systems Supervisor	\$50.00

XV. Work Day

Each CMSA member should establish their normal workday with their supervisor. The workday should be scheduled between 7:00 a.m. and 6:00 p.m. A CMSA employee's work schedule must include at least a 30-minute, duty-free lunch. Any absence, other than illness, during the normal work day should receive prior approval from the CMSA employee's supervisor. Employees must report any absence of 4 hours or more as some type of leave.

La Cañada Unified School District CMSA By-Laws

We, the undersigned, do hereby associate ourselves together for the purpose of providing units of communication within this Association and with the Governing Board of this District.

Article I

The name of this organization shall be “Confidential, Managerial, Supervisory and Administrative Association” of La Cañada Unified School District, hereinafter called “CMSA”.

Article II

The primary purpose of this organization shall be to establish an ongoing relationship with the Governing Board of this District, which will provide continued, expanded, and direct lines of communication within the divisions represented, and develop a cadre of staff leadership, specifically in the event of emergencies.

Article III

This Association is formed pursuant to provisions within the Collective Bargaining Law for California School Employees, Chapter 10.7 of the Government Code, adopted September 1975.

Definitions of membership are:

Confidential Employee-any employee who has access to, or possesses information relating to his employer’s employer-employee relations.

Management Employee-any employee in a position having significant responsibilities for District policies or administering District programs. Management positions shall be designated by the public school employer subject to review by the Education Employment Relations Boards (EERB).

Supervisory Employee-any employee, regardless of job description, having authority in the interest of the employer to hire, transfer, suspend, lay-off, recall, promote, discharge, assign, reward or discipline other employees; or the responsibility to assign work to and direct them, or to adjust their grievances, or effectively recommend such action, if, in connection with the foregoing functions, the exercise of such authority is not merely of a routine or clerical nature, but requires the use of independent judgment.

Those employees serving in a position or positions designated as confidential, managerial, supervisory and administrative within the La Cañada Unified School District shall be entitled to be members of this Association.

Article IV

Officers and Duties

The officers of this Association shall be a President, a Vice-President, and a Secretary/Treasurer. Officers shall be elected by vote of the membership at large by a majority of members present at the meeting designated for election of officers. Terms shall be for one year, commencing July 1.

Duties shall include, but not be limited to:

President-who shall preside at all meetings of the organization; appoint committee chairpersons and members; serve as ex-officio member of all committees; disseminate necessary communication.

Vice-President-who shall serve as assistant to the President and assume the duties in the absence of the President. The Vice-President shall serve as chairperson of the Salary, Health/Welfare and Benefits Committee.

Secretary/Treasurer-who shall record minutes of all meetings, serve as corresponding secretary; collect monies such as dues, special collections or fund raising; pay approved CMSA bills; and maintain any and all records to reflect financial transactions of the organization.

Vacancies shall be filled by voice vote with the approval of a majority of members present at the next scheduled meeting after the vacancy occurs.

Article V

Committee and Duties

Committees are to serve specific purposes and may be established by the President.

Standing Committees shall be for one-year terms. Whenever possible, committee membership shall be comprised of representatives from each membership division within the Association, i.e., Confidential, Managerial, Supervisory and Administrative.

Salary, Health/Welfare and Benefits Committee-shall be comprised of six persons. The purpose shall be to gather data, prepare recommendations for Association approval, and submit to the Governing Board requests for salary, health/welfare, and benefits.

Legislative Committee-shall be comprised of three persons. The purpose shall be to disseminate legal and/or relevant data, which might affect members of the organization to the membership; shall review the Association's structure and by-laws annually for accuracy in adherence to legal requirements.

Grievance Committee-shall be composed of three persons. The purpose shall be to serve as a grievance committee for members, within the framework of the law, and to represent

any grievant member to the membership at large or to the grievant's supervisor or to the Governing Board. If deemed necessary by the membership, this committee may develop grievance procedures for the approval of the Association.

Social/Hospitality Committee-shall be composed of three persons. The purpose shall be to recruit/select a slate of candidates to be presented to the Association for their approval for the ensuing years elected officers.

Article VI Meeting

At least two regular meetings will be held each year, one of which shall be an organizational meeting for election of officers and establishment of committee membership held prior to June 15 of each year. Other meetings shall be called as needed at the discretion of the President. Business shall be conducted as prescribed by Roberts Rules of Order.

Article VI Dues and Special Collections

Upon approval by a majority of members present at a regular or special meeting, special collections may be required. These shall be collected by the Secretary/Treasurer, who will record, deposit and disperse as directed. A dues structure may be established by approval of a majority of all members. Such approval/disapproval may be accomplished by written ballot, conducted outside of a regular or special meeting.

Article VII By-Laws Adoption, Revision, Amendments

Approval of amendments, deletions, or revisions of the By-Laws shall require a majority vote of all members defined in membership, Article III. Voting may be conducted outside of regular meetings by means of a written ballot.

Reference Addendum California Government Code

Article IV, 3543.4

No person serving in a management position or a confidential position shall be represented by an exclusive representative. Any person serving in such a position shall have the right to represent himself/herself individually or by an employee organization whose membership is composed entirely of employees designated as holding such positions, in his/her employment relationship with the public school employee, but, in no case, shall such an organization meet and negotiate with the public school employer. No representative shall be permitted by a public school employer to meet and negotiate on

any benefit or compensation paid to persons serving in a management position or a confidential position.

Article VI, 3545 (2)

A negotiating unit of supervisory employees shall not be appropriate unless it includes all supervisory employees employed by the District, and shall not be represented by the same employee organization as employees whom the supervisory employees supervise.