Agreement

between the

California School Employees Association, AFL-CIO

and its

Coronado Chapter No. 386,

Unit-One and Unit-Two

and the

Coronado Unified School District
Board of Education

July 1, 2024

To

June 30, 2027

CORONADO UNIFIED SCHOOL DISTRICT
GOVERNING BOARD

Renee Cavanaugh, President
Fitzhugh Lee, Vice President
Malachy Sandie, Clerk
Scot Youngblood, Member
Alexia Palacios-Peters, Member

CUSD Superintendent Karl J. Mueller

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Coronado Unified School District Negotiation Team

Donnie Salamaca, Deputy Superintendent
Donna Tripi, Director, Human Resources
Angelica Paredes, Director Fiscal Services
Charity Campbell, Director Child Nutrition
Brooke Barto, Assistant Principal
Jordan Bilbeisi, F3 Law

California School Employees Association, Chapter No. 386
Negotiation Team

Kyler Miller, CSEA Labor Relations Representative
Marshall Redding, Chapter President
Dianne Bechtel, Vice President
Linda Kirk, Member
Lisa Stahley, Member

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PREAMBLE

This Agreement is made and entered into this 20th day of February 2025, by and between the Coronado Unified School District and the California School Employees Association and its Coronado Chapter #386, or its successors, referred to as CSEA.

The purpose of this Agreement is to promote the improvement of personnel management and employer/employee relations; provide a fair and peaceful procedure for the resolution of differences; and establish rates of pay and other terms and conditions of employment.

The employer/employee relationship between the California School Employees Association and its Chapter #386, and the Coronado Unified School District has evolved into a partnership that is an essential element in delivering quality education to Coronado students. It is with great pride that we join management in assessing our collective bargaining agreement as a critical and effective tool in helping meet both district and employee needs.

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ARTICLE 1
DEFINITION OF TERMS

1.1 Definitions

1.1.1 **"Academic Year"** is the period determined by the District when students are normally required to attend and include all recess periods falling within that time span.

1.1.2 **"The Act"** means chapter 10.7, sections 3540 through 3549.3 of Division 4 of Title 1 of the Government Code of the State of California.

1.1.3 **"Allocation"** is the placement of a classification on a specific salary schedule range or rate.

1.1.4 **"Anniversary Date"** is the date upon which an employee is granted salary step advancement earned by completion of a required period of service, which shall not exceed one calendar year from the initial date of employment, the date of the last salary step advancement, or, in case of change in classification, the date of such change.

1.1.5 **"Bargaining Unit"** refers to all regular employees that are within the bargaining unit represented by CSEA, Chapter 386.

1.1.6 **"Bargaining Unit One (1)"** is composed of members employed in the following classifications: Clerical and secretarial, Fiscal, Library, Custodial, Food Service, Transportation, Maintenance, Grounds, Supply, and any other similar classifications the District has now or may create.

1.1.7 **"Bargaining Unit Two (2)"** is composed of members in the following paraprofessional classifications: Instructional Assistants (Regular and Special Ed.), Readings Guides, Science Assistants, P.E. Assistants, Playground Supervisors and any other similar classifications the District has now or may create."

1.1.8 **"Board"** is the Board of Education of the Coronado Unified School District.

1.1.9 **"Bumping Right"** is the right of an employee, under certain conditions, to displace an employee with less seniority within a classification.

1.1.10 **"Class"** is any group of positions sufficiently similar in duties, responsibilities, and authority that the job title, minimum qualifications, and salary range are proper for all positions in a class.

1.1.11 **"Classification Description"** is the description of the duties responsibilities, minimum qualifications, and authority of positions in a classification.

1.1.12 **"Classified Employee"** means a classified employee who is a member of one of the bargaining units.

1.1.13 **"Classification"** is the act of placing an employee in a position in a classification. It shall be construed to mean that each employee in a position in the classified service shall have a set title; a regular minimum number of assigned hours per day, days per week, and months per year; there will be a statement of the class description for each such position, and the regular hourly or monthly salary range for each employee in a position.

1.1.14 **"CSEA"** means the California School Employees Association, Chapter 386.

1.1.15 **"Demotion"** is a change in assignment of an employee from a position in one classification to a position in another classification that is assigned to a lower maximum salary rate or to an assignment to an inferior status.

1.1.16 **"Differential"** is a salary allowance in addition to the basic rate or schedule based upon additional skills, responsibilities, hours of employment, or distasteful or hazardous work.

1.1.17 **"District"** means the Coronado Unified School District.

1.1.18 **"Duty Days"** or "work days" are days on which members of the unit must report to work.

1.1.19 **"A Regular, Full-Time Employee"** is defined as a member of the unit who is assigned to work eight (8) hours a day, over a nine (9), ten (10), eleven (11), or twelve (12) month annual duty schedule.

1.1.20 **"A regular, Part-Time Employee"** is defined as a member of the unit who is assigned to work less than the regular full-time employee as defined in this Agreement.

1.1.21 **"Employment Date"** of new employees shall mean the date of first paid service to the District in a probationary position.

1.1.22 **"Exclusive Representative"** refers to the California School Employees Association, Chapter 386.

1.1.23 **"Fiscal Year and School Year"** is July 1 through June 30.

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1.1.24 **"Health and Welfare Benefits"** means any form of insurance or similar benefit programs, including, but not limited to medical, hospitalization, surgical, prescription drug, dental, optical, psychiatric, life, disability, prepaid legal, income protection insurance or annuity programs.

1.1.25 **"Industrial Accident or Illness"** is an injury or illness that occurred while performing the duties assigned by the District.

1.1.26 **"Involuntary Demotion"** is a demotion without the employee's prior written consent.

1.1.27 **"Member of the Unit"** refers to all regular classified employees of the District included in the proper unit of classified employees described in the Board's Employer Decision granting voluntary recognition, dated March 30, 1977 for Unit-I and June 22, 1983, for unit 2. (Reference 1.1.5 through 1.1.7)

1.1.28 **"Minimum Qualifications"** are qualifications mandated for the position which must be possessed by an employee before he or she can be considered for employment in a specific classification.

1.1.29 **"Negotiable Items"** are matters relating to wages, hours of employment, and other terms and conditions of employment. "Terms and conditions of employment" mean health and welfare benefits as defined by Section 53200 of the Government Code, leave, transfer and reassignment policies, safety conditions of employment, class size, procedures to be used for the evaluation of employees, organizational security following Section 3546 of the Act, and procedures for processing of grievances.

1.1.30 **"New Employee Orientation"** means the onboarding process of newly hired bargaining unit employees, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties, and responsibilities, or any other employment related matters.

1.1.31 **"Newly Hired Employee" or "New Hire"** means any employee, whether permanent, full time, part time, hired by the District, and who is still employed as of the date of a new employee orientation. It also includes all employees who are or have been previously employed by the District and whose current position has newly placed them in the bargaining unit represented by CSEA. For those latter employees, for purposes of this article only, the "date of hire" is the date upon which the employees' employee status changes as such that the employee was placed in the CSEA unit.

1.1.32 **"Non-Regular Session"** When work normally and usually performed by bargaining unit employees is required to be performed at times other than during a regular academic year.

1.1.33 **"Notice"** whenever notice is required under this Agreement, and no form of notice is otherwise designated, notice to the District shall be by personal delivery to the Office of the superintendent or written notice by First Class Mail to the Office of the superintendent.

Notice to CSEA shall be written notice personally delivered to the president of the local chapter or First class Mail notice directly to the Field Representative at 6341 Nancy Ridge Drive, San Diego, CA 92121.

1.1.34 **"Permanent Employee"** is a regular employee who successfully completes an initial probationary period, which shall not exceed six (6) work months of service beyond the initial date of employment by the District.

1.1.35 **“Probationary Employee"** is a regular employee who will become permanent upon completion of a prescribed probationary period.

1.1.36 **"Promotion”** is a change in the assignment of an employee from a position in one classification to a position in another classification with a higher maximum salary rate.

1.135 **“Reclassification"** is the upgrading of a position to a higher class as a result of the increase the duties and/or responsibilities being performed by the incumbent in such position.

1.1.36 **"Reemployment"** is the return to duty of an employee who has been placed on a reemployment list.

1.1.37 **“Reemployment List"** is a list of names of persons who have been laid off for lack of work or lack of funds and who during a period of thirty-nine (39) months, are eligible for reemployment without examination in their former classification. Each person placed on a reemployment list shall be ranked according to his or her seniority.

1.1.38 **“Regular Employee"** is an employee, whether permanent, probationary, full-time or part-time, who is not a restricted, substitute, short-term or student employee.

1.1.39 **"Restricted Employee"** is an employee hired pursuant to any local, state, or federally funded program which restricts employment to persons in low income groups, designated impoverished areas, and any other criteria which restricts the privilege of all citizens to compete for employment under that program except as may otherwise be specified by this Agreement.

1.1.40 **"Overtime"** for computing the number of hours worked, shall include all time worked. Time during which an employee is excused from work because

of holidays, sick leave, vacation, compensating time off, or other paid leave of absence shall be considered as time worked by the employee.

1.1.41 **"Safety Conditions of Employment"** means any work-related condition affecting health, safety or welfare of the employee.

1.1.42 **"Salary Rate"** is a specific amount of money paid pursuant to an established salary schedule on an hourly, monthly, or annual basis.

1.1.43 **"Salary Schedule"** is a series of salary steps and ranges which make up the rates of pay for all classifications within the bargaining unit.

1.1.44 **"Salary Step"** is one of the salary levels within the range of rates for a classification.

1.1.45 **"Seniority"** is determined by an employee's first paid date of service in probationary or permanent status in a particular classification. Seniority, for purposes of layoff, is determined by hire date in a classification, plus higher classifications.

1.1.46 **"Short-Term Employee"** is a person hired for a specific temporary project of limited duration which, when completed, shall no longer be required, extended, or needed on a continuing basis. (Ref. Article 19, section 19.3.4)

1.1.47 **"Student Employee"** is either an employee employed by the District three (3) hours per day or less who is also a full-time student enrolled in the District, or any student in a position approved by CSEA and the District in this agreement, employed by the District in any secondary school or college work-study program, or in any state or federally work experience program.

1.1.48 **"Substitute Employee"** is a person hired to perform the duties of a position in the temporary absence of the employee who is regularly assigned to that position. Substitute employees will not work more than sixty (60) calendar days in a vacant position.

1.1.49 **"Summer School"** is that period when schools are in session between June

and September, which falls outside the academic year.

1.1.50 **"Uniforms"** any clothing of a particular color, design, pattern or style required to be worn by the District shall be considered a uniform.

1.1.51 **"Voluntary Demotion"** is a demotion agreed to in writing by the employee and the District.

1.1.52 **"Work Days" or "Duty Days"** are days on which members of the unit must report to work.

1.1.53 **"Working Hours"** all hours in paid status shall be considered working hours.

ARTICLE II
RECOGNITION

2.1 Acknowledgment

The District hereby acknowledges that CSEA is the exclusive bargaining representative for all classified employees holding those positions described in Appendix A, attached hereto and incorporated by reference as a part of this Agreement. All newly created positions, except those that lawfully are designated certificated, management, confidential or supervisory, shall be assigned to the bargaining unit. The determination of management, confidential or supervisory employees shall be made by the mutual agreement between the District and CSEA, in accordance with the provisions of S.B. 160. Disputed cases shall be submitted to the Public Employment Relations Board (PERB) for resolution. The bargaining unit may be expanded to other classes by mutual agreement of the District and CSEA subject to the rule of PERB.

2.1.1 Scope of Representation

The scope of representation shall include negotiable items as established by statute or interpretive case law of PERB.

2.1.2 No other group or organization or representative thereof shall be permitted to engage on behalf of any employee included in the unit in any meeting and negotiating with the District over wages, hours, health and welfare benefits, as defined in Government Code Section 53200, leave, transfer and reassignment policies, safety condition of employment, class size, procedures to be used for the evaluation of employees organizational security, and procedures for processing grievances pursuant to Sections 3548.5, 3548.6, 3548.7 and 3548.8 of the Act. The above mandatory topics of negotiation may be expanded by statute or interpretive case law of PERB.

2.1.3 CSEA recognizes the Board as the duly elected representative of the people and agrees to negotiate only with the Board or the duly authorized representatives designated by the Board to act in its behalf. The exclusive representative agrees further that neither it nor any of its members or agents will attempt to negotiate privately or individually with any Board member or administrator.

2.1.4 The exclusive representative agrees that neither it nor its members or agents will attempt to represent in any negotiations or grievances the interests of anyone other than members of the unit and that the interest of pupils, parents, the public, the Board and other employees will be the sole concern of the Board and/or these respective parties. The exclusive representative recognized the Board as the duly constituted representative of the educational interests of the pupils

2.2 Negotiations Procedures

2.2.1 Normally, between 60 and 90 days before the expiration of this mutual agreement, the exclusive representative shall present to the Board during a public session, in writing, all new proposals covering negotiable items which are to be negotiated for the successor agreement.

2.2.2 Tentative Agreement

During negotiations, items tentatively agreed upon shall be reduced to writing and initialed by both parties.

2.2.3 Final Approval

When the exclusive representative and the District reach tentative agreement on all matters being negotiated, the complete written agreement will be submitted to the Board for ratification.

2.2.4 Upon request, the Board shall furnish CSEA with one (l) copy of all non-privileged public budget reports and other non-privileged federal, state, and county reports which contain information relating articles of this Agreement.

2.2.5 CSEA may use the services of consultants or other employee representatives for the purpose of representation of unit members.

2.2.6 CSEA shall have the right to designate seven (7) unit members who shall be given reasonable release time to participate in negotiations sessions.

2.3 Non-Discrimination

2.3.1 The District and CSEA agree that neither party will unlawfully discriminate against any employee in the bargaining unit because of such individual's race, color, national origin, ancestry, religion, marital status, sex, handicap, age, participation in lawful union activities, or any other basis established under federal or state law as grounds for unlawful discrimination.

2.3.2 Any alleged violation of Section 2.3.1 above shall not be subject to the grievance procedure. All such alleged violations shall be processed in accordance with the requirements of other agencies duly authorized to consider such allegations, i.e., the Public Employment Relations Board, the Equal Employment Opportunity Commission and like agencies.

ARTICLE III
MANAGEMENT RIGHTS

3.1 The Board on its own behalf, and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws, Constitution of the State of California, and the Constitution of the United States, including, but without limiting the generality of the foregoing, the exclusive right and power to determine, implement, supplement, change, modify or discontinue, in whole or in part, temporarily or permanently, any of the following:

3.1.1 The legal, operational, geographical, and organizational structure of the District, including the chain of command, division of authority, organizational divisions and subdivisions, external and internal boundaries of all kinds, and advisory commissions and committees;

3.1.2 The financial structure of the District, including all sources and amounts of financial support, income, funding, taxes and debt, and all means and conditions necessary or incidental to the securing of same, including compliance with any qualifications or requirements imposed by law or by funding sources as a condition of receiving funds; all investment policies and practices; all budgetary matters and procedures, including the budget calendar, the budget formation process, accounting methods, fiscal and budget control policies and procedures, and all budgetary allocations, reserves, and expenditures apart from those expressly allocated to fund the wage and benefit obligations of this Agreement;

3.1.3 The acquisition, disposition, number, location, types and utilization of all District properties, whether owned, leased, or otherwise facilities, grounds, parking areas, and other improvements, and the personnel, work, service and activity functions assigned to such properties;

3.1.4 All services to be rendered to the public; the nature, methods, quality, quantity, frequency, and standards of service, and the personnel, facilities, vendors, supplies, materials, vehicles, equipment, and tools to be rendered and functions to be performed, including educational, support, construction, maintenance and repair services;

3.1.5 The utilization of personnel not covered by this Agreement including, but not limited to, substitutes, casual temporary and provisional personnel, consultants, confidential employees and supervisory or managerial personnel, and the methods of selection and assignment of such personnel;

3.1.6 The educational policies, procedures, objectives, goals and programs, including those relating to curriculum, course content, textbook selection, educational equipment and supplies, admissions, attendance, transfers, grade level advancement, guidance, grading, testing, records, health and safety, conduct, discipline, transportation, food services, racial and ethnic balance, extra-curricular and co-curricular activities, and emergency situations, and the substantive and procedural rights and obligations of students, parents, teachers, other personnel, and the public with respect to such matters;

3.1.7 The selection, classification, direction, promotion, demotion, discipline, evaluation and termination of all personnel of the District, affirmative action and equal employment policies and programs to improve the District's utilization of women and minorities; the assignment of employees to any location (subject only to the express terms of this Agreement regarding transfers), and also to any facilities, classrooms, functions, equipment, and the determination as to whether, when, and where, there is a job opening;

3.1.8 The job classification and the content and qualifications thereof;

3.1.9 The duties and standards of performance for all employees; and whether any employee adequately performs such duties and meets such standards, subject only to the express terms of the Article of this Agreement governing Evaluation procedures;

3.1.10 The dates, times and hours of operation of District facilities, functions, and activities, work schedules; the school calendar;

3.1.11 Safety and security measures for students, the public, properties, facilities, vehicles, materials, supplies, and equipment, including the various rules and duties for all personnel with respect to such matters;

3.1.12 The rules, regulations, and policies for all employees, students and the public, subject only to clear and explicit limitations contained in this Agreement; educational equipment and supplies, admissions, attendance, transfers, grade level advancement, guidance, grading, testing records, health and safety, conduct, discipline, transportation, food services, racial and ethnic balance, extra-curricular and co-curricular activities, and emergency situations, and the substantive and procedural rights and obligations of students, parents, teachers, other personnel, and the public with respect to such matters;

3.1.13 The termination or layoff of employees as the result of the exercise of any of the rights of the District not limited by the clear and explicit language of this Agreement; and

3.1.14 The rights to amend, modify, or rescind the provisions of this Agreement in the event of an emergency as determined by the Board. An emergency is defined as an act of God or other act or occurrence which substantially impairs the normal operation of the District.

3.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules and regulations, and practice in the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms are in conformance with federal and state law. The exercise of any right reserved to the District herein in a particular manner or the non-exercise of any such right shall not be deemed a waiver of the District's right or preclude the District from exercising the right in a different manner.

ARTICLE IV

DUES DEDUCTIONS AND NEW EMPLOYEE ORIENTATION

DUES DEDUCTIONS

In accordance with this article the District shall deduct such dues as authorized by CSEA, and/or each employee in the bargaining unit who has completed a CSEA membership application and dues deduction authorization. The District shall deduct such dues every payroll period as authorized.

4.1 For this Article, "employment date" of new employees shall mean the date of first paid service to the District in a probationary position.

4.2 Hold Harmless Provision

4.2.1 CSEA agrees to reimburse the District, its officers and agents for all legal fees and legal costs incurred after notice to CSEA in defending against any court or administrative action challenging the legality of the organizational security provisions of this Agreement or the implementation thereof.

4.2.2 CSEA agrees to reimburse the District, its officers and agents for all award or compromise if damages if liability arising out of any court or administrative action challenging the legality of the organizational security provisions of this Agreement or the implementation thereof, provided the District, or any other party claiming reimbursement has complied with the terms of this article and has promptly notified CSEA of its awareness of such an action.

4.2.3 CSEA shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed.

4.3 CSEA agrees to furnish any information required by the District to fulfill the provisions of this Article and the District shall not be held in any jeopardy or liability should CSEA fail to provide such information.

4.4 Employee Information

4.4.1 "Newly Hired Employee" or "New Hire" means any employee, whether permanent, full time, part time. Hired by the District, and who is still employed as of the date of a new employee orientation. It also includes all employees who are or have been previously employed by the District and whose current position has newly placed them in the bargaining unit represented by CSEA> For those latter employees, for purposes of this article only, the "date of hire" is the date upon which the employees' employee status changed as such that the employee was placed in the CSEA unit.

4.4.2 Except for employees who have submitted written requests pursuant to Government Code section 6254.3(c) prohibiting the disclosure of their home address, home telephone number, personal cellular telephone number, personal email address, the District shall provide CSEA with contact information, as listed below, on the new hires. The information shall be provided to CSEA electronically in Excel format, or a mutually agreeable format through a secure FTP site or service, on or before the last working day of the month in which they were hired. This contact information shall include the following items, with each field in its own column;

i. First Name;
ii. Middle Initial;
iii. Last Name;
iv. Suffix (e.g. Jr. III);
v. Job Title / Classification;
vi. Department;
vii. Primary Worksite Name;
viii. Work Telephone Number;
ix. Home Street Address (Incl. Apartment #);
x. City;
xi. State;
xii. Zip Code (5 of 9 Digits);

xiii. Home Telephone Number (10 digits);
xiv. Personal Cellular Telephone Number (10 digits);
xv. Personal Email Address of the Employee;
xvi. Employee ID;
xvii. CalPERS Status ("Y" if in CalPERS, "N" if not in CalPERS);
xviii. Hire Date.

The information above shall only be provided to the Association if/when it is in the possession of the District.

This information shall be provided to CSEA regardless of whether the newly hired employee was previously employed by the District.

4.4.3 Periodic Update of Contact Information: The District shall also provide CSEA with a list of all bargaining unit members names and contact information described above, on or before the last working day of September, January, and May. The information shall be provided to CSEA electronically in Excel format, or a mutually agreeable format through a secure FTP site or service.

NEW EMPLOYEE ORIENTATION

4.5 The District shall provide CSEA mandatory access to its new employee orientations. CSEA shall not receive less than ten (10) days' notice in advance of an orientation.

4.5.1 Orientation sessions, at times and dates mutually agreed to by CSEA and the District, may be held throughout the school year. The CSEA representative or designee will provide information regarding CSEA at such orientation sessions. A CSEA Labor Relations Representative may also attend the orientations.

4.5.2 When CSEA provides the District with CSEA literature/membership applications, the District shall include a CSEA provided membership application in any employee orientation packet of District materials provided to any newly hired employee. A copy of completed membership applications received by the District shall be provided to the CSEA Chapter President or designee.

4.5.3 If an Orientation session is not held within thirty (30) days of a newly hired employee's start date, CSEA shall be entitled to schedule a meeting at the employee's worksite during the employee's regular work hours. If the CSEA Labor Relations Representative is not available, a local CSEA representative may receive reasonable release time to attend this meeting, per Article 16.1.7.

4.6 Information

The District shall provide each new employee with a sealed packet prepared by CSEA that is separate from other new employee information that is provided by the District. Any CSEA applications received will be forwarded to the CSEA President or designee.

4.7 Any employee rehired from the reemployment list shall return to work without having to go through organizational security procedure again. They shall be reinstated to the same status they held at the time of layoff. Upon notification by the District, CSEA will notify the rehired employee, in writing, of the earliest opportunity to legally change their status.

ARTICLE V
CONSULTATION RIGHTS

5.1 Subject to Section 5.2, the Board agrees that all written Board policies which affect members of the unit represented by CSEA which do not fall within the scope of representation as defined by Section 3543.2 of the Act shall remain in effect unless modified by the Board.

5.2 If the Board determines that it is the best interest of the District to change any written policy described in Section 5.1 above, the Board shall provide notice to CSEA before taking Board action on any such proposed policy change. The Board or its designated representative shall, upon request, meet and confer with CSEA about the proposed change in District policy.

5.3 The Board shall have the unrestricted right to make the final decision regarding policies outside the scope ofbargaining.

ARTICLE VI
HOURS AND OVERTIME

6.1 Workweek

The workweek of a classified employee, as defined in Section 45103 or Section 45256, shall be forty (40) hours. The workday shall be eight (8) hours. These provisions do not restrict the extension of a regular workday or workweek on an overtime basis when such is necessary to carry on the business of the District. Nothing in this section shall be deemed to bar the District from establishing a workday of less than eight (8) hours or a workweek of less than forty (40) hours for all or any of its classified positions.

(Exception - See 6.20 Flexible Hours)

6.2 Workday

The length of the workday shall be set by the District for each unit member. Each bargaining unit employee shall be assigned a fixed, regular and ascertainable minimum number of hours, which shall be not over a period of more than five (5) consecutive days.

6.2.1 Members of Unit-2 will be provided with notification of the starting date, times and hours of employment at least 20 working days prior to the start of the work year. After the start of the work year, unit members will be notified of changes or adjustments to the schedule at least 10 working days prior to any change. No reduction in hours shall occur except in accordance with applicable rules and Article 19.7 of this Agreement. The notification period may be waived by mutual agreement of the unit member and the immediate supervisor. Normally, but not as a binding practice, the starting date will be the first day students report to school.

6.3 Adjustment of Assigned Time

Any employee in the bargaining unit who works a minimum of thirty (30) minutes or more per day in excess of their regular part-time assignment for twenty (20) or more working days or more shall have their regular assignment adjusted upward to reflect the longer hours, effective with the next pay period.

6.4 Increase in Hours

6.4.1 For unit - 1

When additional hours are available to a part-time position on a regular basis, the hours shall be offered to the employee in the unassigned time with the greatest bargaining unit seniority. If the senior employee declines the assignment, it shall be offered to the remaining employees in the class in descending order of bargaining unit seniority until the assignment is made.

6.4.2 For Unit - 2

When additional hours are available to a part-time position on a regular basis, every effort will be made to give the hours to the employee at the site in the appropriate class, with the appropriate skills, with the greatest bargaining unit seniority. If the senior employee declines the assignment, the above mentioned criteria will be used in offering the hours to other employees.

6.5 Lunch period

6.5.1 Any employee covered by this Agreement shall be entitled to an uninterrupted, unpaid lunch period after the employee has been on duty for five (5) hours. The length of time for such lunch period shall be for no longer than one (1) hour, or less than one-half (½) hour, and shall be scheduled for full-time employees at or about the midpoint of each work shift.

6.5.2 A full-time employee required to work during their lunch period shall receive pay at the rate of time and one-half (1 ½) the regular rate of pay during the normal lunch period.

6.6 Rest periods

6.6.1 All bargaining unit employees shall be granted rest periods which, insofar as practicable, shall be in the middle of each work period as provided for in Section 6.6.3, at the rate of fifteen (15) minutes per three and one-half (3 ½) hours worked or major fraction thereof.

6.6.2 Rest periods of a total of thirty (30) minutes for full-time employees on evening or special work shifts shall be scheduled following consultation between the employee and the employee's supervisor.

6.6.3 Rest periods are a part of the regular workday and shall be compensated at the regular rate of pay for the employee.

6.6.4 The chart below outlines the allocation of rest and lunch periods.

Number of Total Hours Worked	Number of Paid Rest Periods **(15 minutes in duration)**	Lunch Period **(Unpaid, no less than 30 minutes)**
Less than **3.5** hours	0	No
3.5 to 5.0 hours	1	No
5.1 to 7 hours	1	Yes
More than 7 hours	2	Yes

6.7 Rest Facilities

The District shall make available at each work site adequate lunch room and rest room for classified employee use.

6.8 Voting Time Off

If an employee's work schedule is such that it does not allow enough time to vote in any federal, state or local election in which the employee is entitled to vote, the District shall arrange to allow enough time for such voting by the employee without loss of pay.

6.9 Overtime

Except as otherwise provided herein, all overtime hours as defined in this section shall be compensated at a rate of pay equal to time and one-half (1 ½) the regular rate of pay for all work suffered or permitted. Overtime is defined to include any time worked in excess of eight (8) hours in any one day or on any one shift or in excess of forty (40) hours in any calendar week, whether such hours are worked prior to the commencement of a regular assigned starting time or subsequent to the assigned quitting time.
(Exception - See 6.20 Flexible Hours)

6.9.1 All hours worked beyond the workweek of five (5) consecutive days shall be

compensated at the overtime rate commencing on the sixth consecutive day of work.

6.9.2 All hours worked on the seventh consecutive day of work up to seven and one-half (7 ½) hours shall be compensated at double the regular rate of pay.

6.9.3 All hours worked in excess of seven and one-half hours (7 ½) hours on the sixth and seventh consecutive day shall be compensated at two and one-half (2 ½) times the regular rate of pay.

6.9.4 All hours worked on holidays designated by this Agreement shall be compensated at two and one-half (2 ½) times the regular rate of pay.

6.10 Split Shift Differential - Compensation

All employees in the bargaining unit whose assigned shift contains at least one (1) unpaid period of one (1) hour or more shall be paid a shift differential premium of five (5%) percent above the regular rate of pay for all hours worked.

6.11 Shift Differential - Compensation

Any employee in the bargaining unit whose assigned work shift commences (for unit-1) prior to 5:30 a.m. or whose work shift ends after 5:30 p.m., or (for unit-2 members) commences after 2:00 p.m. shall be paid a shift differential premium of five (5%) percent above the regular rate of pay for all hours worked.

6.11.1 Split Site Differential

All employees who are required to work at two (2) different work sites (Strand and another site) in the same day shall be paid a split site differential of five percent (5%) in addition to their regular salary plus mileage.

6.12 Compensatory Time

Compensatory time shall be taken at a time mutually acceptable to the employee in the bargaining unit and the District within twelve (12) months of the date on which it was earned. If the compensatory time has not been taken within twelve (12) months of the date on which it was earned, the District shall pay the employee in cash for all such time at the appropriate overtime rate based on the employee's current rate of pay.

6.13 Overtime - Distribution by Seniority

Overtime shall be distributed to employees in the bargaining unit within each department in order of bargaining unit seniority if the employee meets the qualifications or needs. Each semester employees will be given the opportunity to indicate their interest in overtime. Site training, where necessary, will be conducted during the summer and at least once a semester to qualify the employee. In the event that an employee is absent during a training session, every reasonable effort shall be made to provide training to the interested employee at the earliest opportunity for both parties. If the employee with the greatest bargaining unit seniority elects to refuse the overtime assignment, it shall be offered to employees in the bargaining unit in descending order of seniority until the assignment is made. Refusal by a senior employee in the bargaining unit of any overtime assignment shall not waive his or her right under this section to be offered any subsequent overtime assignment in order of seniority.

6.14 Minimum Call-In Time

Any employee called in to work on a day when the employee is not scheduled to work shall receive a minimum of four (4) hours pay at the appropriate rate of pay under this Agreement or the normal daily assignment, whichever is less.

6.15 Right of Refusal

Except in cases of emergencies, an employee shall have the right to reject any offer or request for overtime or call-back, on-call or call-in time.

6.16 Stand-By Time

All standby time shall be considered as regular hours worked and shall be compensated on a straight time or overtime basis as are other hours worked under this Agreement.

6.17 Call-Back Time

Any employee called back to work after completion of his or her regular assignment shall be compensated for at least two (2) hours, plus travel time paid at the overtime rate, irrespective of the actual time worked.

6.18 Non-Regular Session Assignment

When work normally and customarily performed by bargaining unit employees is required to be performed at times other than during a regular academic year, the work shall be assigned to bargaining unit employees in the appropriate classification(s) as provided in this section.

6.18.1 When necessary to assign bargaining unit employees not regularly so assigned to serve during a non-regular session, the assignment shall be made in order of bargaining unit seniority from a list of employees who have applied for the vacancies.

6.18.2 An employee who accepts a non-regular session assignment in accordance with the provisions of this section shall receive, on a pro rata basis, no less than the compensation and benefits applicable to that classification during the regular academic year, and in no event shall his or her compensation and benefits be less, on a prorated basis, than the compensation and benefits he or she was receiving immediately prior to the commencement of the non-regular session assignment.

No prorating compensation and benefits shall be applied on any basis other than on the relationship which the number of hours assigned for non-regular session employment bears to the number of hours assigned to the employee during the regular September-June academic year.

6.18.3 All hours assigned to an employee for a non-regular session assignment shall be considered “hours in paid status" for the purposes of this Agreement.

6.18.4 If a part-time employee's average paid time, excluding overtime for which the employee receives compensation at a rate of least equal to time and one-half, exceeds his or her average assigned time by 50 minutes or more per working day in any quarter, the hours paid per day for compensable leaves of absence and holidays in the succeeding quarter shall be equivalent to the average hours paid per working day in the preceding quarter, excluding overtime.

6.18.5 Except where vacation entitlement is accrued on the basis of actual hours of paid regular service, vacation entitlement shall be based on the average number of hours worked per working day during the portion of the school year in which the employee is assigned to duty.

6.19 Vacation

Vacation time is accrued based on number of factors; duty years consisting of 12, 11, or 10-months, hours worked per day, and when during the year you were hired. The time accrued for all regular classified employees is based on a Full-Time Equivalence (FTE) of one (1) and pro-rated for all others. *(Pro-rated means that vacation time is accrued in a proportional way, based on hours worked per week and weeks worked per year.)* This means that a 12-month employee who works an 8-hour day will receive the maximum number of vacation days allotted, based on the vacation allocation table below. For regular classified employees who work less than an FTE of 1, vacation is accrued on a pro-rated basis.

Full-time employee working 12 months at 8 hours per day

Vacation Allocation based on number of years employed by the district in continuous service	Ex. Full-time 12 month Positions (8 hrs/day)		Sick Full-time 12 month	
1-2.99 years	10 days	80 hours	12 days	96 hours
3-4.99 years	12 days	96 hours		
5-11.99 years	15 days	120 hours		
12-19.99 years	18 days	144 hours		
20+ years	20 days	160 hours		

Full-time employee working 11 months at 8 hours per day

Vacation Allocation based on number of years employed by the district in continuous service	Ex. Pro-rated – 11 month positions (8 hrs/day)		Sick Full-time 11 month	
1-2.99 years	9.17 days	73.33 hours	11 days	88 hours
3-4.99 years	11 days	88 hours		
5-11.99 years	13.75 days	110 hours		
12-19.99 years	16.5 days	132 hours		
20+ years	18.33 days	146.67 hours		

Part-time employee working 10 months at 32.5 hours per week

Vacation Allocation based on number of years employed by the district in continuous service	Ex. Pro-rated – .8125 – 10 month positions – High School (32.5 hrs wk)		Sick Part-time 10 month – Pro-rated	
1-2.99 years	8.33 days	54.17 hours	10 days	65 hours
3-4.99 years	10 days	65 hours		
5-11.99 years	12.5 days	81.25 hours		
12-19.99 years	15 days	97.50 hours		
20+ years	16.7 days	108.33 hours		

Full-time employee working 11 months at 8 hours per day

Vacation Allocation based on number of years employed by the district in continuous service	Ex. Pro-rated – .75 – 10 month positions – Elementary Schools/Middle School (30 hrs wk)		Sick Part-time 10 month – Pro-rated	
1-2.99 years	8.33 days	50 hours	10 days	60 hours
3-4.99 years	10 days	60 hours		
5-11.99 years	12.5 days	75 hours		
12-19.99 years	15 days	90 hours		
20+ years	16.7 days	100 hours		

6.19.1 Earned vacation will not become a vested right for unit members until completion of the unit member's initial six (6) months of employment with the District. Unit members who have rendered continuous paid service of six (6) months or more will be allowed termination pay for unused but earned current year's vacation.

6.19.2 A unit member who has rendered five (5) years of service and wishes to accumulate ten (10) days of their vacation time may do so by written request approved by their supervisor and the superintendent. The accrued ten (10) days must be taken not later than the end of the next fiscal year. This time

may be added to the following year's accrued vacation.

6.19.3 Vacations for unit members who are assigned to ten (10) or eleven (11) month work years shall be taken on specified dates during the school holidays. Sections 6.19.8 and 6.19.10 shall apply to earned vacation time in excess of that which is used on these dates.

6.19.4 Employees shall have the right to use their vacation at any time during the year with due consideration given to the workload.

6.19.5 Overtime work shall not be counted in determining vacation entitlement.

6.19.6 Vacation may, with the approval of the employer, be taken at any time during the school year. If the employee is not permitted to take his full annual vacation, the amount not taken shall accumulate for use in the next year.

Employees who work less than 12 months, who are other than school day only employees, may have their unused vacation paid off, by written request, at the end of the fiscal year.

6.20 Flexible Hours

6.20.1 This article expands the definition of workday in paragraph 6.1 and overtime hours in paragraph 6.9.

6.20.2 The District is permitted to offer a flexible work schedule to those employees who express a desire to work this type of schedule.

6.20.3 The flexible schedule permits an increase in the number of hours worked per day (without the requirement for the District to pay overtime), which could result in a reduction of days worked per week, so long as the total number of hours per week remain the same. Other provisions for overtime pay remain unchanged.

6.20.4 Participation in a flexible work schedule is voluntary on the part of the employee when offered by the District.

6.20.5 If the District or the employee determine it is not in their best interests to continue with an agreed upon flexible work schedule, the employees work schedule shall revert to the same number of hours per day and days per week as was being worked before the flexible schedule was implemented.

6.20.6 Reasonable notice shall be given prior to any work schedule changes.

6.20.7 The above provisions shall be interpreted in a manner that is consistent with applicable law.

6.21 Minimum Days

No unit member shall have his or her hours reduced, or be required to use vacation time, on minimum days during which pupils would otherwise have been in attendance but are not and for which certificated personnel receive regular pay, classified personnel shall also receive regular pay whether or not they are required to report for duty that day. (Ref. Ed Code Section 45203)

ARTICLE VII

HOLIDAYS

7.1 Scheduled Holidays

The Board agrees to provide all employees in the bargaining unit with the following paid holidays:

New Years Day

Martin Luther King Day

Lincoln's Birthday

Washington's Birthday

Two (2) days at Easter in accordance with the school day calendar.

Memorial Day

Juneteenth

Independence Day

Labor Day

Admission Day (or day in lieu thereof as determined by the Board)

Veterans Day

Thanksgiving Day

Friday after Thanksgiving

Christmas Day

Four (4) days of Winter break (as determined by the Superintendent)

7.2 Additional Holidays

Every day appointed by the president or Governor of this state for a public feast, Thanksgiving, or holiday, or any day declared a holiday for unit members by the Governing Board shall be a paid holiday for all employees in the bargaining unit.

7.3 Holiday Eligibility

An employee must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.

7.4 Holidays on Saturday or Sunday

When a holiday as defined falls on a Saturday, the preceding workday, not a holiday shall be celebrated as that holiday. When a holiday as defined falls on a Sunday, the following workday, not a holiday shall be celebrated as that holiday.

7.5 A unit member who is not normally assigned to duty during the school recesses of winter and spring breaks shall be paid for the holidays provided for that fall within such recess period if such unit members were in paid status during any portion of the working day of their normal assignment immediately before or after the recess period.

ARTICLE
VIII
BENEFITS

8.1 Unit 1 Insurance Coverage

8.1.1 The District shall provide medical, dental, vision care and life insurance benefits, as outlined in Appendix B, to each regular unit member hired prior to March 9, 2022 who has a regular assignment of an average of twenty (20) hours per week. Any benefits available to the spouse of a unit member are also available to a registered domestic partner of a unit member. The District will pay premium payments up to 65% of the employee plus family composite rate.

8.1.2 The District shall provide medical, dental, vision care and life insurance benefits, as outlined in Appendix B, to each regular unit member hired on or after March 9, 2022 who has a regular assignment of an average of twenty-five (25) hours per week. Any benefits available to the spouse of a unit member are also available to a registered domestic partner of a unit member. The District will pay premium payments up to 65% of the employee plus family composite rate.

8.2 Unit 2 Insurance Coverage

8.2.1 The District shall provide medical, dental, vision care, life insurance benefits, as outlined in Appendix B, to each regular employee of the unit who is regularly assigned at least thirty (30) per week. Any benefits available to the spouse of a unit member are also available to a registered domestic partner of a unit member. The District will pay premium payments up to 65% of the employee plus family composite rate. A unit member who is regularly assigned between twenty (20) and thirty (30) hours per week may receive benefits prorated as to costs, with the district paying its prorated portion for those benefits and the employee paying the remainder. (Proration shall be based upon full time employment of thirty (30) hours per week. For this provision, an employee is regularly assigned to his or her position if having served, in attendance, for more than twenty (20) consecutive work days).

8.2.2 The District and Unit - 2 agree to review information through the joint insurance committee to study the costs and fees for reducing the eligibility to twenty (20) hours. For prorating benefits, thirty (30) hours shall be considered full-time employment. The District shall provide employees with the ability to selectively buy any or all of the benefits offered, if such selective participation is not found to be possible, then the parties shall meet to determine alternatives.

8.3 Unit 1 and Unit 2 Insurance Coverage

The Coronado Unified School District will provide Long Term Disability to all unit members that work thirty (30) or more hours per week at no cost to the unit members or CSEA. Parties agree to explore funding options that will make Long Term Disability insurance available to unit members working less than thirty (30) hours per week.

8.4 Early Retirement Incentive

8.4.1 Subject to the conditions stated, the District will provide the same (full or prorated) medical insurance benefits for any unit member, hired prior to July 1, 2018, who retires from District service after fifteen (15) years of service to the District in which they were eligible for medical insurance benefits, whether or not the benefits were received.

For unit members who are hired on or after July 1, 2018, the District will provide the same (full or prorated) medical insurance benefits for which they were eligible, when they have twenty-five (25) years of service to the District, whether or not the benefits were received.

Early retirement under this section will apply to all eligible unit members who have not reached the age under which they are eligible for full Social Security benefits including Medicare.

8.4.2 The District agrees to maintain the present level of benefits and pay any increased costs until June 30, 2023.

8.4.3 No unit member retiree shall be eligible to apply for the above benefits until the unit member becomes eligible to receive retirement benefits under the Public Employee Retirement System (PERS).

8.4.4 The Districts full contribution under this Section shall cease when the retiree becomes eligible to participate in Medicare.

For unit members hired prior to July 1, 2018: Beginning when the retiree becomes eligible to participate in Medicare, the district will contribute $500 toward the annual cost of medical insurance. Such contribution shall be paid directly to the insurance provider or to the eligible retiree upon presentation of satisfactory record that the retiree has personally paid at least the same amount to the insurance provider.

For any unit member hired on or after July 1, 2018, no District contributions will be made toward the cost of medical insurance once the retiree becomes eligible for Medicare.

8.4.5 The benefits provided under this Section shall apply to eligible retirees who have an effective date of retirement after July 1, 1988.

8.5 The parties agree to the continuation of a joint committee to be known as the Benefits Committee. Such committee is composed of District representatives and representatives from CSEA and ACT. The Negotiation Teams of the District, CSEA and ACT or their designated representatives are the members of the committee. This committee shall meet periodically to research and review proposed and existing programs to insure that quality and cost effectiveness criteria are maintained. The committee shall meet periodically with Insurance providers to determine that benefits are being accorded as required by the various benefit programs.

ARTICLE IX
SALARY

9.1 Salary Schedule

The salary schedule for members of both Unit-1 and Unit-2 bargaining units shall be as specified in Appendix A, attached to this Agreement.

Effective July 1, 2026, all CSEA unit members will receive a six (6%) percent ongoing salary increase.

Additionally, two (2) professional development days will be added to the work year for all 10-month unit members beginning in the 2022-2023 school year, coinciding with the Teacher Workdays on the student calendar. The work year will increase from 183 days to 185 days.

9.1.1 Moreover, unit members on a 10.5-month calendar will move to an 11-month calendar upon ratification of this agreement, with the exception of the CNS District Lead and Delivery Driver. The work year will increase from 200 days to 210 days.

9.1.2 Initial Placement with Previous Experience

Members shall be placed above Step one if they have directly related work experience.

The District may grant up to ten (10) years of experience credit on the classified salary schedule for directly related* experience. A year's credit for experience must be considered equivalent to at least seventy-five percent (75%) of a school year in a regular continuing position. This must be verified in writing from the prior employer received by the District within thirty (30) days of hire. Initial placement on the salary schedule, for newly hired staff, shall not exceed Step (eleven) 11, regardless of years of experience.

Directly related experience means working in a position that has related skills to help Directly related experience means working in a position that has related skills to help accomplish their role within CUSD, as described in their job description.

9.1.3 If a current unit member hired prior to March 9, 2022 had directly related*experience upon initial placement by the District, and the unit member believes that experience entitles them to be granted up to ten (10) years of experience credit on the classified salary schedule, as specified in the previous paragraph, the unit member may request that the District review all previous experience. All such requests shall be made in writing to Human Resources no later than April 1, 2022.

The District may request that the unit member provide documentation supporting their request.

The District will then make a determination, based on the same factors specified in 9.1.1, as to whether or not the unit member will be granted additional years of experience credit. The District shall notify the unit member of acceptance or denial, in writing, no later than May 15, 2022. If the unit member disagrees with the District's decision, the unit member may appeal to the reclassification committee within ten (10) days of receipt of their written notice. The reclassification committee may override the District's decision by majority vote. Failure to attain majority vote shall result in the District's determination being final. Once granted, the new salary schedule placement will become effective July 1, 2022.

**Directly related experience means years of experience working in a position that has related skills to help accomplish their role within CUSD, as described in their job description.*

9.2 Promotion Compensation

A unit member who is promoted to a higher classification shall be placed on the step of the higher salary range nearest to the unit member's present salary without a loss of salary. In addition, an advancement of two (2) steps shall be granted to the job-holder for increased job responsibilities.

9.3 Inconsistent Duty Compensation

Unit members who are required and directed by their immediate supervisors to perform higher level duties inconsistent with their normal assigned duties for more than four (4) working days within a fifteen (15) calendar day period shall have their salary adjusted upward. This increase shall be effective for the entire period they are required to work out of classification. The amount of this increase will reasonably reflect the duties of that job classification required to be performed by the unit member outside their normal assigned duties.

9.4 Mileage

9.3.1 Any unit member required to use their personal automobile in performance of assigned duties shall be entitled to mileage reimbursement at the current IRS rate.

9.3.2 Mileage reimbursement shall not be paid for travel to and from the employee's residence.

9.5 Deductions

In addition to the deductions that are required by Article 4 and upon written authorization from a bargaining unit member, the District will deduct from the salary of that member and make appropriate payments for annuities, credit union, charitable donations, or any other plans or programs when such deductions are required or permitted by law.

9.6 Professional Growth Program

9.6.1 A Professional Growth Differential of 2.5% will be paid on the employee's total compensation including all differentials, for each 15 semester units earned, up to a maximum of 60 units. Notwithstanding anything to the contrary within this Agreement, an employee may participate only once in the professional Growth Program to the maximum units allowable under the expressed terms of this Agreement.

9.6.2 One (1) unit equals fifteen (15) class hours of approved learning activities.

9.6.3 Fifteen (15) units equals two hundred twenty-five (225) class hours.

9.6.4 Course Eligibility

Credit will be given for the completion of college, adult education, or trade school courses pertinent to the unit member's job assignment or promotional job opportunities. The courses must be completed with a grade of "C" or better or "pass" if grading is done on a pass/fail basis. Professional Growth credits may be earned either before or after employment. Credit shall be given for District paid in-service approved by the superintendent.

9.6.5 District-Approved Educational Agencies and Special Programs

Included in these activities are programs, workshops, seminars, institutes, or lectures offered by colleges, adult schools, or professional associations approved by the Professional Growth Review Committee according to the program guidelines of special events approved by the District superintendent under the recommendation of the Committee.

9.6.6 Procedure

The unit member shall submit a Declaration of Intent to the superintendent, or their designee, for approval of the activity he or she wishes credit for. A records envelope will be maintained by the unit member containing reports cards, transcripts, and other acceptable certification of courses completed. District forms shall be used for approved activities not offering certificates. These must be presented by the participant to the superintendent or their designee, for approval. The employee shall be notified in writing within ten (10) working days stating whether the request is approved or denied. If denied, the reason for the denial shall be stated. Should the request be denied because information is missing or is insufficient, the request may be resubmitted when such information is available. If approval is given, earned increases will be effective at the start of the next regular pay period.

9.6.7 Appeal Procedure

If the increase is denied, the employee may appeal the decision of the superintendent through the filing of a grievance, subject to the provisions of Article 15.

9.6.8 A sample application form for the professional Growth Program is attached to this Agreement and marked as Appendix E.

9.7 Supplementary Salary for Verified Trade Skills

9.7.1 Any maintenance or grounds maintenance worker may receive a supplementary monthly salary which shall be in addition to all other salary if the maintenance worker possesses verified technical/trade skills which are in addition to the skills called for in the position currently held.

Skills for which supplementary salary may be received are: Plumbing, Carpentry, Electrical, Welding, Electronics, Heating, Ventilating & Air conditioning (HVAC), and such other skills as may be determined by the District.

9.7.2 Limitations

a) No maintenance worker may receive supplementary salary for more than two (2) skills, unless this limitation is waived by the Board of Education.

b) No more than one (1) maintenance worker may receive supplementary salary for any single listed skill unless this limitation is waived by the Board of Education.

9.7.3 Verification of Skills

One of the following will be considered a verification of skills:

a) A certificate or diploma from training or trade school which is a public school or trade school accredited by the appropriate State agency.

b) Training offered or arranged by the District.

c) Test administered by the District or agency or professional trades persons hired by the District.

9.7.4 Supplemented Salary

Salary supplement shall be $100.00 per month for each skill area subject to limitations set forth in paragraph 9.7.2.

9.8 "Y" Rating

Any unit member whose salary would be reduced by any action not related to layoff, disciplinary action or reduction in hours shall continue to receive their former rate of pay. The employee shall not receive normal step or general salary increases until the scheduled salary exceeds their former rate of pay.

ARTICLE X
LEAVES

10.1 Sick Leave

10.1.1 Subject to the terms of this Agreement, the Board shall provide for a paid leave of absence from duty for any unit member who is compelled to be absent from duty because of accident, illness, or quarantine.

10.1.2 Unit members employed five (5) days per week are entitled to twelve (12) days sick leave each fiscal year beginning on the first day of employment. Unit members employed for the full school year for less than five (5) days per week are entitled to twelve (12) days divided by five (5) days and multiplied by the number of days worked per week each school year.

10.1.3 Sick leave shall be accumulative from year to year.

10.1.4 Unit members who work five (5) days per week but for less than a full-time are entitled each year to twelve (12) days of sick leave equal in length to the length of the day regularly worked. Should a unit member be transferred to a day of greater or lesser time, the number of accumulated sick leave days will changed to reflect the actual hours of sick leave earned. These hours will then be converted into days of appropriate length. (EXAMPLE: An employee working four (4) hours per day has accumulated twelve (12) days of sick leave. This is a total of forty-eight (48) hours sick leave. The employee is then assigned an additional two (2) hours. The employee is now working six (6) hours per day. The forty-eight (48) hours accumulated before will be adjusted to eight (8) days at the longer assignment. The total sick leave is still forty-eight (48) hours).

10.1.5 Unit members newly hired for less than a full work year shall earn sick leave in direct proportion to that earned by a person employed a full year in the same position. However, a new employee of the District shall not be eligible to take more than six (6) days, or the proportionate amount to which he may be entitled under this section, until the first day of the calendar month after completion of six (6) months of active service with the District.

10.1.6 Once each fiscal year, the regular unit member shall be credited with one hundred (100) days of sick leave at half pay that may be used for personal illness or injury; in addition to their accumulated regular sick leave "bank." Half-pay sick leave shall not be cumulative and shall not be used until all full-pay sick leave has been exhausted. The paid sick leave provided for in this section shall be in addition to other paid leaves provided for in this article. A unit member may, upon request, use any vacation to which he is entitled after exhausting their full-pay sick leave and before starting half-pay sick leave.

10.1.7 A permanent unit member who has exhausted all entitlement to sick leave, vacation, compensated overtime, non-industrial accident or illness, may be granted additional leave, paid or unpaid, not to exceed six (6) months. The Board may renew the leave of absence, paid or unpaid, for two (2) additional six (6) month periods or such lesser leave periods that it may provide but not to exceed a total of eighteen (18) months.

10.1.8 A unit member, upon ability to resume the duties of a position within the classification to which he was assigned, may do so at any time during the leave of absence granted under this section and any time lost shall not be considered a break in service. Any employee who has been absent for more than ten (10) consecutive work days may be required to provide medical clearance to return to work and/or to be subject to a fitness-for-duty examination arranged and paid for by the District.

10.1.9 If, after using all leaves of absence, paid or unpaid, the unit member is still unable to assume the duties of his position; he shall be placed on a reemployment list for a period of thirty-nine (39) months.

10.1.10 If at any time during the proscribed thirty-nine (39) months, the unit member can assume the duties of his position, he shall be reemployed in the first vacancy in the classification of his previous assignment. The re-employment will take preference over all other applicants except those laid off for lack of work or lack of funds in which case he shall be ranked according to his proper seniority.

Upon resumption of his duties, the break in service will be disregarded and he shall be fully restored as a permanent employee. The District may require medical clearance for the employee to return to work or a fitness-for-duty examination arranged and paid for by the District.

10.1.11 If a unit member is absent more than three (3) consecutive days or if there is reasonable suspicion of sick leave abuse, the District may require the unit member to submit a health care provider's certification stating the reason for absence and the date of illness/injury. All requests for illness/injury verification shall come from the Director of Human Resources.

The District may require a statement from a doctor or a medical practitioner for a sick leave of three (3) days or less if the District suspects abuse of sick leave; however, the District must first consult with an Association representative concerning that employee's absence. For the purposes of this section, the District shall be the Director of Human Resources or designee.

Examples of alleged sick leave abuse include but are not limited to the following:

1. Sick leave is used when an employee's vacation request is denied, or immediately before or after a vacation.
2. Sick leave is used to extend weekends, holidays, or scheduled student breaks.
3. A unit member has been chronically absent on a consecutive or non-consecutive basis.

10.1.12 **Reporting Sick Leave Absence:**

A sick leave absence shall begin when the unit member or agent of the unit member calls in to report the absence. A sick leave day, once started may not be reinstated as a working day without approval of the Superintendent or his designated representative. A unit member must utilize the District's absence notification system at least two (2) hours before the unit member's designated start time. The two (2) hour notification may be waived in the event of serious unforeseen circumstances beyond the unit member's control. Repeated (more than once) failure to notify the immediate supervisor or designated representative, of an absence, at least two hours before the unit member's designated start time may be cause for disciplinary action.

10.1.13 Whatever the claim of disability, no day of absence shall be considered a sick leave day on which any employees of the District have engaged in a concerted work stoppage, unless the employee was legitimately absent the preceding day

and provides such certification as is required by the Superintendent.

10.1.14 The personnel records of this District shall show the attendance of each employee, and such days as that employee may be absent for illness, accident or other cause. A record shall be maintained of earned but unused sick leave days accumulated by each employee.

10.1.15 Upon request by a unit member, and supported by a written certificate from a physician specifying illness on normal working days during a vacation period, the Superintendent may authorize either:

(a) Extension of the vacation period by an equal number of working days.

(b) Equivalent time off at such time or times as the work needs of the District shall permit.

10.1.16 The decision of the Superintendent regarding 10.1.15 shall be based upon the unit member's attendance record, evaluations, the physician's certificate, and circumstances relating to the request.

10.1.17 Upon request, a regular classified employee who is evaluated by a physician(s) and determined to be incapable of performing his or her regular duties to injury or illness, may, with approval of the Board of Education, be reassigned to duties which he or she can perform. If the employee is reassigned to a position in a lower classification, the Board of Education shall continue to pay the employee the wage or salary of his or her former classification. Within six (6) months of reassignment, the employee shall be reevaluated by a physician, whose recommendation shall be considered in the Board's determination if the employee shall be returned to his or her former position. In any event, a classified employee's reassignment at his or her former (higher) salary shall be limited to a maximum of six (6) months.

10.2 Pregnancy Disability Leave/Maternity Leave

10.2.1 The Board shall provide leaves of absence for any female classified employee of the District whose absence is required by pregnancy, miscarriage, or childbirth or recovery associated with any of the above. Such absence may be requested and granted only according to the provisions of the Agreement applicable to sick leave and uncompensated leave.

The pregnant unit member should advise her supervisors as soon as possible of her intent/need to take a leave of absence or to transfer due to pregnancy, childbirth or related medical conditions.

Unit members must provide at least oral notice, including the anticipation timing and duration of the leave, sufficient to notify the District of the need for a leave. Where the need for a leave of absence is foreseeable, unit members must provide such notice at least thirty (30) days prior to the date the leave is to begin. Where thirty (30) days advance notice is not possible, notice of the need for leave must be given as soon as practical.

10.2.2 This Article shall be implemented in conformity to current applicable laws concerning maternity and pregnancy disability leave when such laws differ from the contract language and as those laws may be amended from time to time.

10.2.3 Certification of Fitness

As a condition of taking a pregnancy disability leave or transfer, the unit member must provide medical certification from her health care provider that she is disabled due to pregnancy, childbirth or related medical conditions. However, pregnancy disability leave will not be denied in emergency situations or where the need for leave was otherwise unforeseeable, even if the unit member did not provide advance notice of the need for the leave or transfer.

The certification should include the date on which the unit member became disabled due to pregnancy; and the probable duration of the period(s) of disability or the period(s) for the advisability of the transfer; and a statement that, due to the disability, the unit member is unable to work at all or to perform any one or more of the essential functions of her position without undue risk to herself, the successful completion of her pregnancy, or to other persons, or a statement that, due to pregnancy, the transfer is medically advisable. Recertification may be required where additional time is requested.

10.2.4 Pregnancy Disability Leave

A pregnant classified employee shall be granted temporary disability leave of absence for disabilities associated with pregnancy, miscarriage, childbirth, or recovery associated with any of the above on the same basis as leave granted for any illness or Injury.

The classified employee and her physician or practitioner shall decide as far in advance of the anticipated date of childbirth as is feasible, the date on which her pregnancy will disable her from the performance of her duties and report that date to her supervisor so substitute services may be arranged. Similarly, the classified employee and her physician or practitioner shall determine and report the date on which she is likely to be physically capable of returning to her duties following the end of her pregnancy. In either case, the Board may verify the claim of the employee that she is disabled from the performance of her duties according to the procedures contained in Section 10.2.3.

10.2.5 Extended Leave of Absence

A woman is "disabled by pregnancy" if, in the opinion of her health care provider, she is unable to work at all or is unable to perform one or more of the essential functions of her job or to perform these without undue risk to herself, the successful completion of her pregnancy, or to other persons. Pregnancy disability leave is available to probationary unit members upon the date of hire. Pregnancy disability leave is available to permanent unit members and will run concurrently with the Family Medical Leave Act ("FMLA").

Pregnancy disability leave is for any period(s) of actual disability caused by pregnancy, childbirth, or related medical conditions. Where medically advisable, pregnancy disability leave may be taken for a reasonable period of time, up to four (4) months (or 88 work days for a full-time employee) per pregnancy. Leaves of absence taken in accordance with the Agreement may exceed four (4) months; however, nothing in this Agreement is intended to extend the provisions of pregnancy disability leave as allowed by law. Pregnancy disability leave does not need to be taken in one continuous period of time, but can be taken on an intermittent leave or reduced work schedule.

A unit member may elect to use any accrued sick leave during the leave, and may also use any accrued vacation leave or other accrued paid leave during that period of time.

10.2.6 An employee who wishes to be absent from her position before she is disabled by pregnancy, miscarriage, childbirth, recovery associated with any of the above or beyond the end of such disability, or both, may request such leave of absence according to the provisions of this Agreement applicable to uncompensated leave. Such leave shall be unpaid and may be required by the Board, if granted, to begin and end at times which will least disrupt the continuity of the District's educational program.

10.2.7 Request for Reasonable Accommodation

A unit member may request a reasonable accommodation for pregnancy, childbirth, or related medical conditions if she provides the District with medical certification from her health care provider. In addition to other possible forms of reasonable accommodation, a pregnant unit member may transfer temporarily to a less strenuous or hazardous position or to less hazardous or strenuous duties if she so requests, the transfer request is supported by proper medical certification, and the transfer can be reasonably accommodated. Such reasonable accommodation will not involve the District creating additional employment that otherwise would not be created, discharging other unit members, transferring another unit member with more seniority, violating a collective bargaining agreement, or promoting any unit member (including the pregnant unit member) to a position for which the unit members is not qualified.

10.3 Personal Necessity Leave

10.3.1 The Board shall, according to law and following the provisions of this Agreement, provide for a unit member's absence for personal necessity while charging such absence to sick leave. The Board reserves the right to specify the manner of proof or personal necessity and type of situations on which such leave will be permitted.

10.3.2 For this Section, "immediate family" means the mother, father, grandmother, grandfather, or a grandchild of the unit member or of the spouse of the unit member; and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the unit member, step-parent, legal guardian, step-child, or a relative or person, living in the immediate household of the unit member, with whom the unit member has an established personal relationship.

10.3.3 The number of days used for personal necessity leave in any school year may not exceed seven (7).

10.3.4 Request for personal necessity leave shall be made at least three (3) days in advance to the unit member's immediate supervisor, except for an emergency. The superintendent or designee reserves the right to verify such request by any appropriate means.

10.3.5 Personal necessity leave shall be granted a unit member for the following reasons:

(a) Death or serious illness of his or her immediate family.

(b) Accident involving his person or property, or the person or property of a member of his or her immediate family.

(c) Appearance in any court or before any administrative tribunal as litigant, party, or witness under subpoena or any order made with jurisdiction.

10.3.6 "Personal necessity" shall be strictly limited to its common and ordinary meaning, to wit: Circumstances which are truly unavoidable and beyond the control of the unit member. Leave for personal convenience, civic, or non-emergency reasons, or circumstances created by the choice of the unit member will not be considered as personal necessity leave.

10.3.7 In no event shall a unit member be granted personal necessity leave on days in which the unit member is participating individually or collectively in activities prohibited under the No-Strike provision of this Agreement.

10.3.8 Personal necessity leave may be granted on the death or serious illness of a family member not previously defined or a close personal friend with whom the unit member has a deep and long-standing relationship. The granting of such leave rests within the sole discretion of the superintendent or his designee.

10.4 Bereavement Leave

10.4.1 Every unit member is entitled to a bereavement leave not to exceed three (3) duty days, or five (5) duty days, if not more than three hundred fifty (350) miles of travel are required one-way, on account of the death of any member of the family or a close personal friend with whom the unit member has a deep and longstanding relationship. Such days need not be taken in consecutive order yet must be taken within the fiscal year. Bereavement leave shall not be deducted from any leaves.

10.5 Judicial Appearances and Jury Duty Leave

10.5.1 A unit member shall be entitled to leave without loss of pay to appear in court other than as a litigant or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the unit member. Any witness fee by the unit member shall be paid to the District.

10.5.2 If the unit member becomes a litigant and must appear in court by virtue of the performance of duties within the scope of his employment by the District, the unit member shall be entitled to leave without loss of pay, subject to the requirements stated in Section 10.5.1.

10.5.3 A unit member shall be entitled to leave without loss of pay when the unit member is required to serve as a juror. Any jury fees received by the unit member shall be paid to the District.

The unit member shall notify the immediate supervisor upon receipt of the jury duty notice. A unit member shall be granted a leave of absence which extends only through that portion of the workday in which the unit member is required to perform jury duty.

10.5.4 Employees required to report for jury duty who are regularly assigned to the night shift shall have their work schedule adjusted to a daytime assignment,

the starting time to coincide with the required reporting time for jury duty, for the duration of the jury duty leave. In such circumstances, the night shift employee will receive his/her regular pay. A unit member shall be granted a leave of absence which extends only through that portion of the work day in which the unit member is required to perform jury duty.

10.6 Military Leave

A unit member shall be entitled to any military leave required by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.

10.7 Uncompensated Leave

10.7.1 Uncompensated leave may be taken for the following reasons:

(a) Study

(b) Training

(c) Personal

10.7.2 Uncompensated leave may be granted to permanent employees only. An employee shall have completed at least three (3) years of service with the District to be considered for uncompensated leave. Eligibility for consideration includes a current performance appraisal with an overall rating of Meets Districts Standards or higher.

The request for uncompensated leave must be submitted in writing at least thirty (30) days before the effective date of the leave. In the event of an emergency situation that precludes the thirty (30) day written notice, each case will be evaluated on its own merits.

10.7.3 The employee granted an uncompensated leave shall inform the Board within thirty (30) days of the scheduled return date as to his or her intentions. If said notification is not received, proper action shall be taken to terminate employment.

10.7.4 At the expiration of the uncompensated leave, the employee shall be offered a position within the class to which he or she was previously assigned.

10.7.5 Time on uncompensated leave shall not count as time on the job except continuity toward retirement. While on uncompensated leave, an employee shall not be entitled to insurance benefits provided to his or her peers, unless the employee pays the insurance premium and it is permitted under the current plan.

10.7.6 Uncompensated leave may be granted for a maximum of one (1) year upon approval by the Board.

10.8 Industrial Accident and Illness Leave

10.8.1 Industrial accident and illness leave shall be granted for illness or injury incurred within the course and scope of an employee's assigned duties.

10.8.2 An employee who has sustained a job-related injury or illness shall report the injury on the proper District form within the time required by law.

10.8.3 To qualify for industrial accident or illness leave coverage, an employee claiming such leave shall be examined and treated, if necessary, by a physician identified by the District, or by the District's industrial accident insurance carrier, or by the employee's physician.

10.8.4 Allowable leave shall be for not more than sixty (60) days during which the employee is performing work for the District in any one fiscal year for the same illness or accident.

10.8.5 Allowable leave shall not be accumulated from year to year.

10.8.6 Industrial accident or illness leave shall begin on the first day of absence.

10.8.7 Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.

10.8.8 When an Industrial accident or illness 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.

10.8.9 Any employee receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the Board authorizes travel outside the State.

10.8.10 During any industrial paid leave of absence, the employee shall endorse to the

District the temporary disability indemnity checks received because of his or her 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, other authorized contributions and the temporary disability indemnity, if any, actually paid to and retained by the employee for periods covered by such salary warrants.

Upon conclusion of this industrial paid leave, an employee may use sick leave and vacation benefits providing that any sick leave and vacation leave used when combined with any temporary disability indemnity shall not exceed l00% of the employee's normal pay.

10.8.11 Return to Service

An employee shall be permitted to return to service after an industrial accident or illness only upon presentation of a release from the authorized Workers Compensation physician certifying the employee's ability to return to his or her position classification without restriction or detriment to the employee's physical or emotional well-being.

10.9 Unauthorized Leave/Absence

10.9.1 The District and each employee of the District have entered into an employment relationship whereby the employee has agreed to supply, for a specified time certain designated services to the District for an agreed-upon salary.

These services are to be provided by the classified employee unless he or she is absent as authorized by state or federal law or authorized leave provisions of this Agreement.

10.9.2 An employee who is absent from work other than for those days as authorized by state law or authorized leave provisions of this Agreement is taking an unauthorized absence. Such unauthorized absence is a breach of contract. The Board will deduct a salary amount equal to the number of days of unauthorized absences.

10.9.3 An employee, after five (5) workdays of unauthorized absence, will be notified in writing by the Superintendent or his/her designee of the breach of contract, and the Board will also be so informed.

10.9.4 Unauthorized absence is a breach of contract, and a violation of this Agreement by an employee. An employee who is absent on unauthorized leave shall be subject to such disciplinary action as the Board determines to be appropriate under the circumstances.

10.9.5 Any employee who is absent from his or her employment with the District for five (5) consecutive workdays without authorization, or who fails to return to work within five (5) workdays after the expiration of an authorized leave of absence, shall be considered to have abandoned employment with the school District, and such conduct shall be grounds to institute disciplinary proceedings, which may include termination from employment.

10.10 Personal Business Leave

Upon prior notice to employee's supervisor, a unit member may use up to five (5) days of earned sick leave annually for personal business. Personal business leave shall be limited to circumstances that are serious in nature and that the employee cannot reasonably be expected to disregard, and that necessitate immediate attention, and cannot be taken care of after work hours or on weekends.

Personal business leave shall not be used for such matters as vacation, recreational activities, nor any matter pertaining to an employee's personal business involving an auxiliary income. Disclosure of the general nature of the absence may be required by the supervisor.

The employee shall submit an Absence Request as soon as possible, but no later than two (2) working days prior to requesting the leave. If an immediate necessity prevents the filing of the Absence Request/Report in advance, the form shall be filed within two (2) working days after return from the utilization of personal business leave.

10.11 Family and Medical Leave, California Family Rights Act, *and Parental Bonding Leave*

10.11.1 This section shall be implemented in conformity to current applicable laws concerning family and medical leave when such laws differ from the contract language and as those laws are amended from time to time.

10.11.2 Reasons for Leave

(a) The birth of a unit member's child and to care for a newborn;

(b) The placement of a child with a unit member in connection with the adoption or foster care of a child by a unit member;

(c) Leave to care for a child, parent or spouse who has a "serious health condition";

(d) Leave because of a "serious health condition" that makes the unit member unable to perform the functions of his or her position;

(e) Leave for a qualifying exigency arising out of the fact that the unit member's spouse, son, daughter or parent is a covered military member on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation;

(f) Leave to care for a covered service member with a serious injury or illness if the unit member is the spouse, son, daughter, parent or next-of-kin of the service member

10.11.3 *Family Medical Leave ACT (FMLA)/California Family Rights Act (CFRA):* Eligibility and Duration of Leave

A unit member who has been employed for 12 months as a regular employee of the District and who has worked at least 1250 hours in the previous twelve (12) month period of employment with the District shall be eligible for FMLA leave for up to 12 work-weeks.

Under certain circumstances, leave may be taken intermittently. When leave is taken to care for a sick family member, covered service member, or for the unit member's own serious health condition, intermittent leave may be taken when medically necessary. There must be a medical need for leave and it must be that such medical leave can be accommodated through an intermittent leave. The unit member needing such leave must make a reasonable effort to schedule his or her leave so as not to disrupt the District's operations.

10.11.4 Parental/Child Bonding Leave: Eligibility and Duration of Leave

Parental/Child Bonding Leave is defined as leave for the reason of the birth of a child of the unit member, or the placement of a child with the unit member in connection with the adoption or foster care of the child by the unit member.

A unit member who has been employed for 12 months as a regular employee of the District shall be eligible for Parental/Child Bonding leave for up to 12 work-weeks. A minimum number of work hours is not required by law.

Parental/baby-bonding leave may be taken only within the first 12 months after birth or placement of the child. When both parents work for the District, parents may take a maximum combined total of twelve (12) weeks of parental/baby-bonding leave during the twelve (12) month period after the birth or placement of the child. The unit member is entitled to take parental leave in intermittent periods, of at least two weeks in duration, within the twelve-month period; however, the District shall allow for periods that are less than two (2) weeks on any two (2) occasions during the 12 work-week leave. If a school year concludes before the 12 work-week period is exhausted, the employee may take the balance of the 12 work-week period in the subsequent school year.

An eligible unit member who opts to take baby-bonding/parental leave under the CFRA for up to 12 work-week period my choose to use fully paid sick leave and 50% differential pay of her/his regular salary once her/his fully paid sick leave is exhausted. The unit member is also entitled to use his or her vacation leave in taking baby-bonding/parental leave, if the unit member chooses to do so. Any sick leave and/or 50% differential pay leave shall run concurrently with the CFRA baby-bonding/parental leave and also with the leave provided for under Education Code Section 45196.1.

10.11.5 Notice Requirements

Unit members wishing to take Family and Medical Leave must provide the District with at least thirty (30) day advance notice before the leave is to begin if the need for the leave is foreseeable. If thirty (30) days advance notices is not practicable, the unit member must give the notice as soon as practicable.

10.11.6 Health Benefit Continuation

Group health plan coverage and premium payment shall be maintained on the same basis as if the unit member were in paid status. District and unit member will continue to pay normal cost. However, if the unit member fails to return to work after the expiration of FMLA leave, the District has the right to recover from the unit member its cost of premium payments for group health plan benefits paid during periods of unpaid FMLA leave.

10.11.7 Payroll Status

Although unit members retain “employee “status during FMLA leave, FMLA leave is unpaid. Furthermore, the unit member shall not acquire seniority during unpaid FMLA leave.

10.11.8 Return to Work Guarantee

Upon return from FMLA leave, a unit member is entitled to be restored to the position of employment held by the unit member when the leave commenced, or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment. If the unit member is no longer qualified for the position, the unit member shall be given a reasonable opportunity to fulfill any conditions required for qualification upon return to work.

10.11.9 Coordination FMLA of Other Parent/Other Leave Plans

Under FMLA, a husband and wife employed by the same employer are limited to a combined total of twelve (12) weeks of leave during any twelve
(12) month period (1) for the birth of a son or daughter or to care for the child after birth; (2) for placement of a son or daughter with the unit member in connection with adoption or foster care or for care after such placement; or (3) to care for a unit member's parent with a serious health condition.

However, with regard to leave rules for the family members of members of the Armed Forces, the FMLA provides that the aggregate number of work weeks of leave to which both spouses may be entitled may be limited to twenty-six (26) work weeks during a single twelve (12) month period if the leave is for the family member to care for the service member who has a serious injury or illness or is a combination of that type of leave and leave (a) to care for a child after birth; (b) for placement of a son or daughter in connection with adoption or foster care or for care after the placement; or (c) to take care of a parent with a serious health condition

10.11.10 Leave Certification

Unit members shall be required to furnish medical certification of the serious health condition that is the basis for the FMLA leave. Failure to do so may result in delay in granting the FMLA leave.
Medical certification required for the unit member's own serious health condition shall include: (1) the date when the serious health condition began;
(2) the probable duration of the condition; and (3) a statement that due to the serious health condition, the unit member is unable to perform the essential functions of his or her position. Medical certification is required when the unit member requests leave for the care of the unit member's seriously ill child, parent, spouse, or domestic partner and shall include:

(1) The date on which the serious health condition commenced;

(2) The probable duration of the condition;

(3) An estimate of the time the health care provider believes the unit member needs to care for the individual requiring the care; and

(4) A statement that the serious health condition warrants the participation of a family member to provide care.

When Service Member FMLA leave is taken to care for an injured or ill service member, unit members must obtain certification completed by an authorized health care provider of the covered Service Member.

Authorized health care providers include: Department of Defense, Veterans Affairs Health Care Provider, or a Department of Defense TRICARE network or non-network authorized private health care provider. The complete and sufficient certification must be submitted to the District within fifteen (15) days unless not practical to do so despite the unit member's diligent, good faith efforts.

When Service Member FMLA leave is taken due to qualified exigency, unit members will be required to provide the District a copy of the covered Service Member's active duty orders or other documentation issued by the military which indicates that the covered Service Member is on active duty or on-call by the U.S. military to active duty service. Complete and sufficient certification must be submitted to the District within fifteen (15) days unless not practical to do so despite the unit member's diligent, good faith efforts.

The District also may require that the unit member obtain subsequent recertification on a reasonable basis, such as upon the expiration of the period of leave originally estimated. The District may also require a unit member on FMLA leave to report periodically on the unit member's status and intent to return to work.

10.11.11 Service Members

10.11.11.1 In addition, Service Member FMLA leave is available to unit members. It is the District's policy to provide Service Member FMLA in conformity with the provisions of the FMLA. Except as stated below, such rights and obligations for Service Member FMLA leave are governed by the existing FMLA policy.

Service Member FMLA leave runs concurrent with other leave entitlements provided under federal, state and local law.

Service Member FMLA provides eligible unit members unpaid leave for any one, or a combination, of the following reasons:

(a) "qualifying exigency" arising out of a covered family member's (spouse, son, daughter, or parent) active duty or call to active duty in the armed services in support of a contingency operation, which may include, attending certain military events, arranging for alternative child care, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings; and/or

(b) to care for a covered Service Member, who has incurred in the line of duty on active duty in the Armed Forces an injury or illness provided that such injury or illness renders the covered family member medically unfit to perform his or her duties for which the Service Member is undergoing medical treatment, recuperation, or therapy, or is in outpatient status, or is on the temporary disability retired list.

10.11.11.2 Duration

When Service Member FMLA leave is taken to care for an injured or ill Service Member, an eligible unit member may take up to twenty-six (26) work weeks of leave during a single twelve (12) month period to care for the Service Member. Leave to care for an injured or ill Service Member, when combined with other FMLA qualifying leave, may not exceed twenty-six (26) work weeks in a single twelve (12) month period.

In addition, where spouses are both employed by the District, they may take up to, in aggregate, twenty-six (26) work weeks of Service Member FMLA leave, provided that any portion of the aggregate leave that is not for care of a family Service Member does not exceed twelve (12) work weeks.

10.11.12 Leave on an Intermittent or Reduced Schedule Basis

FMLA leave may be taken in one or more periods and does not have to cover

a continuous period of time.

Unit members may take FMLA leave intermittently (in blocks of time, or by reducing their normal weekly or daily work schedule) or on reduced schedule basis if the leave is for the unit member's serious health condition, the serious health condition of the unit member's child, parent, or spouse, to care for an ill or injured covered Service Member, and the intermittent or reduced schedule leave is medically necessary as determined by the health care provider of the person with the serious health condition. Intermittent or reduced schedule leave is also available when necessary for a qualifying exigency. The minimum leave increment shall be the shortest period of time the District's payroll system uses to account for absences or use of leave.

10.12 **Catastrophic Leave** (As per the provisions of Ed. Code Section 44043.5)

10.12.1 The District shall establish a catastrophic illness/injury leave bank to which eligible unit members may voluntarily donate earned sick leave. This donation shall be irrevocable and shall be accomplished by the unit member completing a written form entitled *"Catastrophic Leave Bank Donation Form"(Appendix F).* A donation to the bank shall be a general donation, and shall not be donated to a specific employee.

10.12.2 Definition:

"Catastrophic illness" or "injury" means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because they have exhausted all of their sick leave and other paid time off.

10.12.3 Qualifications to make donations are as follows:

1. The unit member who wishes to participate in the Catastrophic Leave Bank must donate one (1) full salary sick leave day or one full salary vacation day (equivalent to the unit member's'-work day) to the bank annually, to be a member of the Bank for the calendar year for which the donation is made. However, nothing herein shall preclude a unit member from making greater than a one (1) day donation annually.
2. Donations shall be solicited annually between August 1 and October 1

for membership during the subsequent calendar year (January through December). The use of this Leave Bank shall be available to unit members who have submitted a donation form to the Human Resources office between August 1 through October 1. Nothing herein shall preclude any eligible unit member from donating to the Bank at any time. If a unit member elects to donate to the Bank at a time other than the annual open donation solicitation period (August 1 through October 1), the unit member will be a member of the Bank until the following January.

3. In order to be a member of the Bank, the unit member must be a permanent employee of the district. Probationary employees are not eligible for membership.
4. It is the unit member's responsibility to make an annual donation to the bank in order to maintain membership.
5. To donate sick leave or vacation leave, the unit member must have an accrual equal to at least the minimum number of hours they wish to donate to the Bank.
6. The unit member acknowledges that the donation is irrevocable.
7. The unit member acknowledges that a donation to the Bank will be a general donation and may not be designated for the use of any specific participant.

10.12.4 Qualifications to Receive Donations:

Any permanent unit member with a catastrophic illness/injury as defined in Section 10.1.2, is eligible to apply for use of sick leave days from the Bank. To be eligible for use of Bank days, the unit member must have exhausted all accrued paid credits, including vacation and other forms of paid leave. The unit member must use all paid leave credits that they continue to accrue on a monthly basis before receiving Bank hours.

A unit member requesting use of bank hours must provide the District with written verification of the illness/injury prepared by a licensed physician of the State of California or the state where the illness/injury occurred. The physician's verification shall address itself to whether the employee's medical condition meets the requirements of Section 10.12.2.

If a unit member is incapacitated, a family member or agent of the unit member may submit a request to the committee.

Hours of donations or utilization are based upon full-time employment and

utilization for part-time employees shall be credited or used on a pro-rata basis.

A day from the Bank shall be considered as equivalent to the compensations earned by the unit member as if that unit member had worked that day.

Unit members who are granted Bank Days shall be considered to be in regular paid status during such leave.

The maximum number of hours to be utilized by any one eligible unit member for a single catastrophic illness/injury or the maximum amount per school year shall be the equivalent of sixty (60) working days or the amount available in the bank. A unit member requesting use of bank hours must provide the District with written verification of the illness/injury prepared by a licensed physician of the state of California or the state where the illness/injury occurred. The physician's verification shall address itself to whether the employee's medical condition meets the requirements of Section 10.12.2.

10.12.5 Submission and Initial Review Process:

The Human Resources designee shall verify employee eligibility. The Committee will be notified by Human Resources of the request.

Applications for use of the Bank shall be reviewed by the Bank Committee. Within ten (10) duty days of receiving the application, the Committee shall provide written acknowledgement or receipt to the applicant, designated family member or agent. The Bank Committee will strive to meet within 5 working days from receipt of the application and relevant documents.

The Committee shall keep all records confidential and shall not disclose the circumstances related to the request except as is necessary to process the request for withdrawal and defend against any appeals of denials.

10.12.6 Leave Bank Committee (LBC) Appointment Process:
A Catastrophic Leave Bank Committee shall be established by CSEA and the District, and solicitation for the Bank shall be administered by the committee.

10.12.7 LBC Process for Appeals:

10.12.7.1 Denial of the Catastrophic Leave Request:

The LBC shall send notification to the Director of Human Resources within five (5) working days. In the event the request is denied, the unit member making the request and the CSEA President shall be notified in writing of the denial. The unit member may appeal the denial. If the unit member appeals the decision of the LVC, the unit member will have 10 work days to submit their request to have a second review completed by a secondary LBC. The CSEA President and the Director of Human Resources (who shall exclude themselves from the LBC) will then appoint a second LBC to review the appeal. The second LBC shall send their recommendation, to approve or deny the request, to the Director of Human Resources. If, after a second review, the request is denied, the decision of the LBC shall be final.

10.12.7.2 Tie-Breaker Process:

If, after review by the initial LBC. The LBC is split on their decision, the final decision to approve or deny the request will be determined by a second LBC (as outlined in section 10.12.7.1 of this agreement). If there is a tie on the second committee, the request will be brought to negotiations.

10.12.7.3 Hold Harmless:

For the duration of the LBC processes, the bargaining unit member shall be held harmless if they deplete all available leaves, prior to the determination of the LBC process.

10.12.8 Catastrophic Leave Miscellaneous Information:

Hours of donations or utilization are based upon full-time employment and utilization for part-time employees shall be credited or used on a pro-rata basis.

The maximum number of hours to be utilized by any one eligible unit member for a single catastrophic illness/injury or the maximum amount per year shall be the equivalent of sixty (60) working days or the amount available in the Bank. The first withdrawal from the Bank shall be granted in a unit of no more than forty (40) duty days if needed, additional withdrawals from the Bank may be granted not to exceed the total maximum withdrawal of sixty (60) working days.

Upon exhausting the maximum withdrawal from the Bank and returning to work on a regular basis, the unit member may use no more than five (5) additional days from the sick leave bank in the same year for any leave related to the original illness/circumstance.

ARTICLE XI
SAFETY CONDITIONS OF EMPLOYMENT

11.1 The District shall comply with occupational health and safety for unit members which shall be governed by the provisions of the Federal and California Occupational Safety and Health Acts, as amended (California Labor Code, Section 6300 et. seq.) and regulations relating thereto (8 Calif. Admin, Code, Section 330 et. seq.)

11.1.2 The Board shall be responsible for providing a clean and safe working environment as defined by the Federal and the California Occupational Safety and Health Acts.

11.1.3 A unit member who becomes aware of a possible hazard to occupational safety within a school building or on school premises shall inform the building principal or immediate supervisor who shall investigate the possible hazard and recommend appropriate action.

11.2 The Superintendent shall be responsible for making known and putting into effect safety rules for all unit members. A District safety officer may be appointed to oversee the conditions of the District facilities.

11.3 The provisions of this article shall not be subject to the grievance procedure. Following completion of the requirements of this article, the employee may at his or her option file a complaint of an alleged safety violation with the appropriate state and/or federal agency responsible for employee safety administration and protection.

ARTICLE XII
TRANSFERS

12.1 General

Assignment for members of the unit shall be determined by the superintendent, subject only to the express terms of this Article

12.2 Definitions

12.2.1 **"Transfer"** is defined as the permanent assignment of a unit member within the same classification from one job site to another.

12.2.2 **"Voluntary transfer"** is a transfer which is initiated through a request submitted by a unit member or is voluntarily accepted by a unit member.

12.2.3 **"Reassignment"** is an involuntary move from one job site or assignment or shift to another site, assignment, or shift.

12.3 Voluntary Transfers

12.3.1 Notices of known vacancies for the coming school year shall be posted on each staff bulletin board at each work site. They will also be emailed to all classified staff members. Such notices shall include the applicable position description.

12.3.2 A member of the unit may submit a written request for a voluntary transfer after completing one (l) year of service in the District. Such transfer requests will be kept by the District and considered for all relative openings for one (1) year. Transfer requests shall be submitted to the Superintendent. This request shall serve as a transfer application under the provisions of Section 12.3.6.

12.3.3 In the consideration of requests for voluntary transfers, the following factors shall be taken into account and applied as appropriate:

(a) Affirmative actions goals of the District;

(b) District-wide seniority within the classification;

(c) Experience in the position;

(d) Qualifications required of the position;

(e) Prior performance evaluations of the applicant;

(f) Special circumstances which may exist which may cause a transfer to be desirable or undesirable; and

- Upon mutual agreement, but no more than five (5) work days, for reassignment between Coronado High School, Coronado Middle School or Village Elementary.
- Upon mutual agreement, but no more than 10 (10) work days, for reassignment from Coronado High School, Coronado Middle School, or Village to Strand Elementary or vice versa.
- Upon mutual agreement, but no more than twenty (20) work days, for days to nights or vice versa.

12.3.4 Consideration of Voluntary Transfer Requests

When a new position is created or an existing position becomes vacant, the District shall first offer the opportunity to transfer to unit members serving in the same position in the District, unless special circumstances apply according to 12.3.3 (e) above. All vacancies shall be posted by the District for not less than four (4) working days at all work locations before being filled. Any eligible unit member may apply for a transfer to that position by filing a written notice with the Human Resources Department of the District. Before starting leave, inter- session, or summer recess, a unit member may request the Human Resources Department to notify them of any posted vacancies which occur during such periods. Nothing shall prevent the District from posting externally for applicants as soon as a vacancy is known. This section shall be inapplicable in cases where there is a former employee on a 39-month reemployment list who was laid off from the classification in which the vacancy exists.

12.3.5 If an applicant satisfies the criteria mentioned in Section 12.3.3, the unit member with the most District-wide seniority within the same classification shall be selected for the position.

12.3.6 Members of the unit with transfer applications on file by the announced closing date may interview for any or all positions for which they qualify.

12.3.7 This Article shall in no way abridge the right of the superintendent to fill a vacancy with a new hire when the superintendent determines that the new hire is more qualified to fill the vacancy than existing bargaining unit members requesting a voluntary transfer.

12.3.8 If a permanent unit member is hired into a promotional position, they shall retain permanence in the classification from which they are being promoted, however, they shall serve a six-month probationary period in the new position.

12.3.8.1 If the unit member is not successful in the new position, they shall have the right to return to an open position in the same classification as their former position or their former position.

12.3.8.2 The unit member will receive at least two formal, written evaluation during the probationary period. The evaluations will be administered at the end of the first thirty (30) days of service and at the end of the fifth month of service in the new position, or prior to the employee's release from the promotional position. These evaluations do not in any way affect the District's right to return the employee to their prior classification during the probationary period.

12.3.8.3 If the unit member was replaced by a new or temporary employee, the new or temporary employee will be released from their position and may apply for vacancies in the District for which they are qualified.

12.3.8.4 If the unit member was replaced by a permanent employee, both employees will return to an open position in their classification or their former positions.

12.4 Reassignments

Reassignments shall be based upon the best interests of the District, but shall not be made for arbitrary or capricious reasons. Upon request, the employee has a right to have the reasons presented in writing prior to implementation.

ARTICLE XIII
EVALUATION PROCEDURES

13.1 General

13.1.1 The District shall maintain a continuing program of unit member performance evaluations.

13.1.2 The evaluation shall contain an appraisal of the employee's performance and, as appropriate, commendations or specific suggestions for improvement.

13.1.3 A copy of the form used to evaluate unit members is attached to this Agreement and marked Appendix C-Performance Evaluation Report.

13.2 Time of Evaluation

13.2.1 Probationary employees shall receive at least one formal, written evaluation during the probationary period. Normally, this shall be completed at the end of the fifth month of service.

13.2.2 Permanent employees shall be evaluated January 15th through April 15th each year. After six (6) years of service, permanent unit members may be evaluated every other school year.

13.2.3 Special evaluations may be made of either permanent or probationary employees at any time when such evaluations are determined to be appropriate by the administration or immediate supervisor. Such evaluations shall be used for improving the performance of an employee who is not meeting District standards.

13.2.4 No unit member shall formally evaluate another unit member

13.2.5 The evaluation form shall be completed in duplicate by the unit member's immediate supervisor. Following the evaluation, a personal conference may be conducted if requested by either party. After the conference, the unit member shall have the right to add or attach a written response to the report if he or she so desires.

Both the unit member and the evaluator must sign the forms. One copy shall be given to the employee and one copy sent to the administrator in charge. After review, this copy shall be placed in the unit member's personnel file.

13.2.6 No evaluation shall be made on the basis of unsubstantiated hearsay.

13.3 Personnel Files

13.3.1 The personnel file of each employee shall be maintained at the District's central administrative office. No adverse action shall be taken against an employee based upon materials which are not in the personnel file.

13.3.2 Employees shall be provided with copies of any derogatory written materials ten (10) work days before it is placed in the employee's personnel file. The employee shall be given an opportunity during working hours and without loss of pay to initial and date the material and to prepare a written response to such material. The written response shall be attached to the derogatory material.

13.3.3 An employee shall have the right at any reasonable time, with prior notice and without loss of pay, to examine and get copies of any material from his or her personnel file except for material that includes ratings, reports or records which were obtained before the employment of the employee involved.

13.3.4 All personnel files shall be kept in confidence and shall be available for inspection only to other employees of the District, the Board or the District's legal counsel when actually necessary in the proper administration of the District's affairs of the supervision of the employee. The District shall keep a log listing the persons who have examined a personnel file as well as the date such examinations were made. The District shall not be required to keep a log when non-derogatory routine personnel documents are placed in the personnel file. Such log and the employee's personnel file shall be available for examination by the employee or his or her CSEA representative, if authorized by the employee. The log shall be maintained in the employee's personnel file.

13.3.5 Any person who prepares derogatory written material for placement in an employee's file shall sign the material and signify the date on which such material was drafted. Any derogatory written materials placed in a personnel file shall show the date of such placement.

13.4 Grievance Procedure

Employees may use the grievance procedure to resolve allegations of violation, misapplication or misinterpretation of the procedures provided in this Article.

13.5 Representation

All employees shall have the right to have a CSEA representative present at any meeting with supervisors or management which are accusatory, investigatory, or may lead to discipline.

13.5.1 Employees shall be informed of the intent and content of these meetings to arrange for representation.

13.6 Employee's Rights

Employees shall be free from unlawful acts or threats of intimidation and physical or verbal discrimination, harassment, or aggression.

13.7 Negative Incident

Employees shall be notified within ten (10) working days following any negative incident which may result in derogatory material being placed in their personnel file. This will allow time for the employee may respond in a reasonable fashion. This section shall be inapplicable in cases involving either an internal District investigation or a law enforcement investigation regarding allegations of employee misconduct.

13.8 Evaluation Procedure Revisions

Once each year a joint committee of district management and bargaining unit members will be formed to recommend improvements in the district's evaluation procedures.

13.8.1 Management committee members will include one school principal and one manager from both the Maintenance & Operations and Human Resources departments. Bargaining unit committee members will include one employee from each job family in Unit-1 and Unit -2, plus one CSEA chapter officer.

13.8.2 The committee will:

a) identify and historical problems with the district's evaluation procedure;

b) recommend changes in procedures and/or documents;

c) recommend training and/or workshops that will assist participants in the evaluation process; and

d) develop a timeline for implementation of committee recommendations.

ARTICLE XIV
NO STRIKE PROVISION

14.1 The exclusive representative and the Board agree that differences between the parties shall be settled by peaceful means as provided in this Agreement. During the term of this Agreement the exclusive representative, in consideration of the terms and conditions of this Agreement, will not engage in, encourage, instigate, or condone any strike, work stoppage, sick-out, or any concerted refusal to perform work duties as required in this Agreement. It will undertake to exert its best efforts to discourage any such acts by any employee in the unit.

14.2 Violation of this Article by the exclusive representative or by any person covered by this Agreement shall be just cause for a discharge, or other discipline and/or imposition of other penalties to be determined by the Board.

ARTICLE XV
GRIEVANCE PROCEDURE

15.1 Scope

One (1) or more members of the unit or CSEA, acting on matters of general concern to the unit, may process a written grievance regarding any alleged violation of the express terms of this Agreement. Such alleged violation of this Agreement must personally and adversely affect the member or members of the unit desiring to process the grievance.

15.2 General Provisions

15.2.1 No grievance shall be recognized unless it shall have been presented at the proper level within twenty (20) days after the grievant knew, or reasonably should have known, of the act or condition that formed the basis of the grievance.

15.2.2 The time limits provided for in the procedure may be extended by mutual consent of the parties.

15.2.3 A day is defined as any day the District administrative office is open for business.

15.2.4 The grievant, and respondent, if any, shall be present at all levels of the review.

15.2.5 A decision made at any level shall be considered final unless an appeal Is registered within the specified time limits.

15.2.6 The grievant and respondent may have his or her representative present at any level of the grievance procedure.

15.2.7 The exclusive representative shall be granted reasonable periods of release time for processing grievances.

15.2.8 All relevant information about the grievance which is known by the grievant should be disclosed at the First Level of the grievance procedure.

15.3 Review Procedures

15.3.1 Informal Resolution

A grievance shall first be discussed with the grievant's principal or immediate supervisor with the goal of resolving the matter informally.

15.3.2 Level I - Principal or Immediate Supervisor

15.3.2.1 If the grievant is not satisfied with the disposition of the grievance at the informal level, he or she may submit the claim as a formal grievance in writing to the principal or his or her immediate supervisor.

15.3.2.2 If the grievant has not filed a formal claim within ten (10) days after speaking with his or her supervisor informally, the grievance shall be considered resolved.

15.3.2.3 Following the presentation of the formal grievance, the supervisor shall meet within three (3) days with the grievant to discuss the resolution of the matter.

15.3.2.4 The supervisor shall prepare a written response to the grievant no later than five (5) days after the above discussion.

15.3.3 Level II - Superintendent

15.3.3.1 If the grievant is not satisfied with the disposition of the grievance by his or her supervisor, he or she may forward the written grievance to the Superintendent for review.

15.3.3.2 If the grievant does not appeal the proposed resolution of the grievance by his or her supervisor within ten (10) days after the receipt of the written decision, the grievance shall be considered resolved.

15.3.3.3 Within ten (10) days after receipt of the written grievance by the Superintendent, the Superintendent or his designee shall meet with the grievant and his or her representative (if he or she desires) in an attempt to resolve the matter.

15.3.3.4 Within five (5) days after this conference the Superintendent shall present the grievant with his written decision regarding the grievance.

15.3.4 Level III - Mediation (Optional)

Before the submission of a grievance to Level IV, either party to the grievance procedure may require that the parties use the services of the State Conciliation Service for mediation and private recommendation regarding the outcome of the grievance.

15.3.5 Level IV - Board of Education

15.3.5.1 The Board has the right and responsibility for making a final decision regarding a grievance.

15.3.5.2 If the grievant is not satisfied with the disposition of the grievance by the Superintendent or the grievance mediation process specified in Level III, if used, he or she may submit the grievance to the Board for consideration.

15.3.5.3 If the grievant does not appeal the proposed resolution of the grievance by the superintendent within ten (10) days after the written decision, the grievance shall be considered to have been resolved. If the parties use the services of a mediator under Level III and the grievant wishes to appeal to the Board, such appeal must be filed within ten (10) days following the mediation conference.

15.3.5.4 The Board shall schedule the matter for a hearing at a closed session to be held at the next regularly scheduled Board meeting, provided ten (10) days have elapsed since receiving the written grievance. The grievant and his or her representative (if he or she so desires) may present written or oral evidence to the Board during the closed session. The Board shall consider only those evidentiary materials which have been presented to the principal or immediate supervisor and the Superintendent.

15.3.5.5 Within twenty (20) days from the time the Board reaches its decision, the Board shall submit its decision in writing together with supporting reasons to the grievant. A copy shall be furnished to the grievant, the administrators involved, the Superintendent, and the President of CSEA.

15.3.5.6 The decision of the Board as to the disposition of the grievance shall be final, subject to the grievant's right to seek judicial review of the decision.

ARTICLE XVI
ASSOCIATION RIGHTS

16.1 CSEA Rights

CSEA shall have the following rights in addition to the rights contained in any other portion of this Agreement.

16.1.1 The right of access at reasonable times to areas in which employees work, for the purpose of representing bargaining unit members on grievances and related matters.

16.1.2 The right to use without charge institutional bulletin boards, mailboxes, and other District internal means of communication for the posting or transmission of information or notices concerning CSEA matters.

16.1.3 The right to use without charge, for purposes of Association business, institutional equipment, facilities, and buildings, under the Civic Center Act provisions, at reasonable times, when not otherwise in use.

16.1.4 The right to view employee personnel files and any other records dealing with employees except legally excluded material, when accompanied by the employee or upon presentation of a written authorization signed by the employee.

16.1.5 The right to be supplied with a complete seniority roster, including District start date, seniority date and current and other classifications, dates held in current primary job site, number of assigned/posted hours per week, and average number of hours per week. This seniority roster shall be provided quarterly and at any time in which the District is implementing a layoff of bargaining unit members.

16.1.6 The right to receive upon request, without cost, copies of all materials except legally excluded materials, related to wages, hours and other terms and condition of employment which are relevant and necessary for CSEA to fulfill its duties and obligations as the exclusive representative of bargaining unit employees covered by this Agreement.

16.1.7 Subject to the provisions of this contract, and upon agreement with the District, the right to reasonable release time for employees who are CSEA officers to conduct necessary CSEA business.

16.1.8 The right of release time for CSEA chapter delegates to attend the annual CSEA conference without loss of salary, but with no other expense to the District.

16.2 Distribution of Contract

Within thirty (30) days after the execution and preparation of this contract, the District shall print or duplicate and provide without charge thirty copies of this contract to CSEA. Copies shall also be available at each employee work site /department. Additionally, the contract shall be posted on the District's web site.

ARTICLE XVII
INTERVIEW PROCEDURES

17.1 The District reserves the right to make the final determination regarding the rating and ranking of applicants for positions and to post notices of vacancies both within and without the District in the manner permitted by law. All applicants shall meet the stated qualifications for the vacancy.

17.1.1 Rating

All prospective candidates for the same position shall be asked the same questions as determined by the District. The interview panel's determination of how well the interviewees responded to the established questions shall be tallied and become the interviewees rating.

17.1.2 Ranking

At the conclusion of all the interviews for a given position, each person on the interview panel shall rank the prospective candidates. Individual interview committee member's notes, rating and rankings shall be kept on file for not less than one year's time.

17.1.3 Section 17.1.1 and 17.1.2 shall only be applicable when the vacancy is a bargaining unit position.

17.1.4 The CSEA Chapter President shall have the discretion to appoint an observer to the interview process for bargaining unit positions identified in Appendix A-1, Classifications and Ranges.

17.2 Promotional Interview Procedures

17.2.1 CSEA shall have the right to appoint an observer to the interview process, if the promotional vacancy is a bargaining unit position and there are internal candidates. The District shall notify CSEA of the scheduled interviews, in writing, five (5) working days prior to the interview process. CSEA shall, in return, notify the District of its intent to observe the process and the name of its designated observer. The designated observer shall be a member of the CSEA bargaining unit.

17.2.2 The CSEA designated observer shall not participate in the rating and ranking of the applicants, but shall restrict himself or herself to the role of impartial observer.

17.2.3 Information regarding applicant's qualifications, answers to interview questions and discussion among the interview panel members shall be treated with the strictest confidence. The observer shall, if requested by either party, verify in writing, adherence to the interview process.

17.3 If two or more applicants for a promotional position receive an equal highest rating and ranking, the following rules of promotional order shall apply.

17.3.1 Existing unit members shall prevail over outside applicants.

17.3.2 A unit member with the most District-wide seniority shall prevail over a unit member with less District-wide seniority.

17.3.3 If two or more unit members have equal seniority, the unit member promoted shall be selected by the District.

17.4 Posting of Notice

17.4.1 Notice of all job vacancies shall be posted on bulletin boards in prominent locations at each District job site, on the District website. The District will also utilize relevant recruiting tools, e.g., Edjoin. Copies shall be mailed to the CSEA President.

17.4.2 The job vacancy notice shall remain posted for six (6) full workdays, during which time employees may file a written intent for the vacancy to the Director of Human Resources.

17.5 Notice Contents

The job vacancy notice shall include: the job title, a brief description of the position and duties, the minimum qualifications required for the position, the number of hours per day, probable assigned work shift times, days per week, and months per year assigned to the position, the salary range, and the deadline for filing to fill the vacancy.

17.6 Reclassifications

17.6.1 Definition: According to Education Code Section 45101 (f): Reclassification means the upgrading of a position to a higher classification as a result of the gradual increase of the duties being performed by the incumbent in that position.

The reclassification procedures set forth in the Article apply when permanent changes in assigned duties as required by the District, occur in a unit member's position that are not actually reflected in, or reasonable related to, the specific statement of duties required to be performed as set forth in the job description for the position, and where changes require a skill level or a responsibility level higher than that usually required of the existing classification. Reclassification is not the result of a job performance or an increase in the quantity of duties and responsibilities contained in the existing job description.

17.6.2 Request for Reclassification

A unit member who has completed their probationary period may request reclassification of their position by submitting a "Request for Classification Review" (Appendix H) form to the Human Resources Department between November 1st and December 15th, for consideration during the current fiscal year. Reclassifications approved by the Board will become effective July 1st of the following fiscal year.

17.6.3 Reclassification Review Committee

A Reclassification Committee shall be established by October 30 each year and shall consist of six (6) voting members as follows: Three (3) CSEA Representatives appointed by the CSEA President and three (3) District Representatives appointed by the Superintendent or designee. The Reclassification Committee's term shall run from November 1st to June 30th each fiscal year. All actions taken by the Reclassification Committee shall be taken only in official meetings conducted with all members present. Members of the Reclassification Committee shall be provided

release time to attend committee meetings during their work hours, however, committee members shall not be in paid status when attending committee meetings during non-work hours. The Committee shall meet by November 30th to develop a committee meeting schedule for the period of December 1st to April 15th.

17.6.4 Reclassification Committee Process

The Reclassification Committee will have guidance from the Director of Human Resources regarding analysis of job descriptions, salary surveys or benchmarks. The District may approve the use of a consultant if needed. The Reclassification Committee will interview the unit member requesting reclassification. A recommendation to approve or deny a reclassification request requires a simple majority vote of all members of the Reclassification Committee. The Committee shall issue its recommendation no later than April 30th. The Director of Human Resources and the President of the CSEA may agree to extend the deadline for the Committee to issue its recommendation. The Director of Human Resources shall send written notification to the unit member regarding the reclassification committee's recommendation to approve or deny the unit member's request for reclassification by May 1st if the committee has issued its recommendation by that date.

If the reclassification is denied, the Director of Human Resources and the President of CSEA shall meet with the member to discuss the recommendation. When the committee recommends reclassification of a position to a new classification; Director of Human Resources shall meet and negotiate with CSEA regarding the title, job description and pay range of the new classification.

17.6.5 Recommendation to the Board of Trustees

The Superintendent shall present any Reclassification Committee recommendations actually received by May 1 to the Board of Trustees no later than the regular Board meeting in June. The unite member's evaluation date and salary step advancement date for purposes of step increases and longevity shall not change. If an employee's request for reclassification is denied, the employee may not reapply for

reclassification the following year if there are changes to their job responsibilities that have not be presented.

17.6.6 Incumbent's Rights

When an entire class of positions or a position is reclassified, the incumbents in the position shall be entitled to serve in the new position.

17.6.7 New Positions or Classes of Positions

New classification created, or positions added to classes shall be subject to negotiation between the District and CSEA to determine if they are to be included in the bargaining unit.

ARTICLE XVIII
EFFECT OF AGREEMENT

18.1 This agreement terminates and supersedes all past written agreements. Past practices, procedures, traditions, and rules, or regulations which are not specifically mentioned in this agreement are not affected by this agreement.

18.2 Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, said article, section, or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violated the law. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of the Agreement if not affected by the deleted article, section or clause. In the event of invalidation of any article or section of this Agreement, the parties agree to meet and negotiate within thirty (3O) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such article or section.

ARTICLE XIX
LAYOFF AND REEMPLOYMENT PROCEDURES

19.1 Reasons for Layoff

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

19.2 Notice of Layoff

19.2.1 Upon the decision of the District to reduce the number of unit member(s) in the classified service of the District, written notice of layoff shall be sent by certified mail or delivered in person to the affected unit member by the Superintendent or his designee.

19.2.2 The District shall send written notice of layoff to the affected unit member(s) not less than sixty (60) calendar days before the effective date of layoff, informing the member of his or her displacement rights, if any, and reemployment rights. Any notice of layoff shall specify the reason for layoff and identify by name and classification the unit member(s) designated for layoff.

19.2.3 CSEA shall receive a written notice in accordance with Section 19.2.2, of at least sixty (60) calendar days prior to the effective date of the layoff.

19.2.4 When, as a result of the expiration of a specially funded program, classified positions must be eliminated at the end of any school year, written notice of layoff shall be given employees by May 29.

19.2.5 Forty-five (45) calendar days notice is not required when an actual and existing financial inability to pay exists or for cause not foreseeable or preventable by the District.

19.2.6 All earned but unused vacation will be paid to the employees by the effective date of the layoff implementation.

19.3 Order of Layoff

19.3.1 A restricted classified unit member shall first be laid off if any regular unit member holding the same or similar classification as the unit member is laid off.

19.3.2 The order of layoff of unit members shall be determined by length of service. The unit member, who has been employed the shortest time in the affected classification including time employed in a higher classification, if applicable, shall be laid off first. Bumping rights of unit members shall apply after determination of seniority in a class. Bargaining unit members who are subject to layoff shall exercise bumping rights into any classification, within currently held or previously held classification, providing they meet District-adopted minimum qualifications and providing that the classification into which they are bumping is equal or lower than that classification in which the employees have served. An equal classification means a classification with the same rate or pay as the unit member's current classification. A unit member possessing displacement (bumping) rights need not exercise those rights; a unit member who elects in lieu of displacement or bumping maintains his or her reemployment rights.

Classified employees in positions that have been eliminated shall have the right to displace the least senior employee in their classification whose assignment most closely approximates their own annual regularly assigned hours. The order of displacement shall be as follows: (1) equal number of annual regularly assigned hours; (2) greater number of regularly assigned hours; (3) lesser number of regularly assigned hours.

19.3.3 If two or more unit members have the same length of service, the order of layoff of such employees shall be determined by District-wide seniority. If a tie still exists, the unit members affected shall draw lots to break the tie.

19.3.4 Length of service means the hire date of an employee from the date of first paid status in the District in a probationary status.

(a) If an employee is rehired or reemployed within 39 months, the employees' hire date shall be adjusted and the time off shall not be counted. (Example: 2 yr break = 2 year later hire date).

(b) All other rights, including sick leave, shall be restored if the break in service is 39 months or less.

19.3.5 Nothing contained in this section shall prevent the granting of "length of service" credit for time spent on military leave of absence, unpaid illness leave, unpaid industrial accident leave, unpaid medical leave, or any approved unpaid personal leave.

19.3.6 "Length of service" shall not be interpreted to mean any service performed before entering into probationary or permanent status in the classified service of the District except in a restricted position as provided in Education Code 45105.

19.3.7 For this section, the word "classification" shall be defined as a position within a class which has a designated title, specific duties, responsibilities, minimum qualifications and has a designated salary range established for each position within a class.

19.4 Demotion or Retirement Instead of Layoff

19.4.1 A permanent or probationary employee who has been removed from his/her classification for lack of work or lack of funds and after exercising his/her bumping rights may accept a voluntary demotion to a vacant position in a lower class or placement in an equal class, in lieu of layoff, provided that the employee is qualified to perform the duties thereof. Such employee shall maintain his/her reemployment rights as defined in this Article.

19.4.2 Employees who, in lieu of layoff, take voluntary demotions or voluntary reductions in assigned time shall be, at the employees' option, returned to a position in their former classification or to a position with increased assigned time as vacancies become available, in the reverse order of layoff and for a period of sixty-three (63) months from the effective date of the layoff. Such employees shall be ranked in accordance with their seniority on the reemployment list.

19.4.3 An employee who is laid off and elects retirement from the Public Employees Retirement System (PERS) shall be placed on a reemployment list. The District shall notify PERS that retirement was due to layoff. Should the employee subsequently accept, in writing, reemployment, the District shall maintain the vacancy until PERS has properly processed the request for reinstatement from retirement; however, the vacancy may be staffed temporarily pending processing of the PERS reinstatement request.

19.5 Reemployment Procedures

19.5.1 A unit member who is laid off shall be placed on a thirty-nine (39) month reemployment list. The employee shall be required to maintain his or her current address on file with the Personnel Office.

19.5.2 If, during a unit member's eligibility period for reemployment, a vacancy occurs in the laid off unit member's classification, the Assistant Superintendent of Human Resources shall send written notice by certified mail to the last know address of such unit member(s) offering reemployment in order of service.

19.5.3 A unit member who received such a notice of reemployment and refuses to accept in writing the offer of reemployment within ten (10) working days shall be considered to have rejected the offer of reemployment.

19.5.4 If the unit member in a layoff status accepts the classification being offered, the unit member shall have up to twenty (20) calendar days from the postmark date of the notice to report for work. This does not prevent a unit member from returning to work in less than twenty (20) calendar days.

19.5.5 A unit member reemployed after being laid off shall be fully restored to his or her classification. Service credit and benefits shall not accrue during the period of layoff.

During the period of layoff or substitute service or other service other than regular full time or part time employment, service credit toward seniority and vacation entitlement (Exception - see 19.5.8) shall not accrue. Full service credit or part time credit shall accrue for employment served prior to layoff and upon reemployment.

19.5.6 If a laid off employee is rehired within 39 months, all earned unused sick leave will be restored to the employees sick leave account in accordance with applicable statute.

19.5.7 All laid off employees on the thirty-nine (39) month reemployment list shall have the first opportunity to fill any vacancies for which they meet the minimum qualifications of the District. Notices of all vacancies shall be posted on the District web site. The District will also notify the CSEA President.

19.5.8 Any employee laid off shall have the absolute right and preference over all others to work as substitutes in any substitute position for which they meet the minimum qualifications. These employees will continue to receive their regular rate of pay if they substitute in their former classification and the substitute rate if they work in other classifications. Any employee on the thirty-nine (39) month reemployment list who continues to provide service as a district employee shall earn sick leave, holiday and vacation benefits when they work as a substitute.

19.5.9 The District agrees to comply with California Education Code sections 35021 and 45349 relating to the use of volunteers. The District agrees to write a letter (on or about September 5th each year) to all district management employees (with a copy to CSEA) instructing them that no volunteers, non-unit employees, or unit employees shall perform the work of the laid off employees.

19.6 Seniority List

At least thirty (30) working days before the effective date of a layoff, the District will provide CSEA with a seniority roster.

19.7 CSEA reserves the right to negotiate the impacts and effects of the District's decision to layoff bargaining unit employees. In addition, CSEA reserves the right to negotiate the District's decision to reduce hours of employment in accordance to PERB decisions or other statutory limitations.

19.8 An eligible laid off employee or eligible survivor, at their own expense, shall have the right to continue to participate in the District's medical insurance plans for such period of time, and to the extent as authorized by the provisions of federal or state law.

19.9 All employees who receive a layoff notice shall continue to receive the same health and welfare benefits until the following September 30th.

19.10 Any laid off unit member who was eligible for insurance coverage at the time of lay off, and who subsequently accepts reemployment for fewer hours than is required to initially qualify for the District insurance plans may at the members option, receive those benefits. The cost of these benefits shall be shared by both the District and the employee and prorated based on the number of hours worked as related to the number of hours required for full coverage by the District.

ARTICLE XX
TERM OF AGREEMENT

20.1 This Agreement shall become effective as of July 1, 2024, and shall continue in effect until June 30, 2027.

20.2 For the 2025-2026 and 2026-2027 school years, the District and CSEA shall have the right to reopen the articles of the Agreement on salary and benefits. Also, each party shall have the right to reopen two (2) additional articles.

20.3 The Association and the District agree that either party will notify the other in writing using the following timelines of its requests to modify or amend the Agreement:

Between January 15, 2025, and April 1, 2025, for 2025-2026 reopeners. With the intent of negotiations to take place in the spring of 2025, and for agreed-upon changes to go into effect on or after July 1, 2025 unless otherwise agreed-upon.

Between January 15, 2025, and April 1, 2026, for 2026-2027 reopeners. With the intent of negotiations to take place in the spring of 2026, and for agreed-upon changes to go into effect on or after July 1, 2026 unless otherwise agreed-upon.

Date: May 6, 2024

Marshall Redding, President
Coronado Chapter 386

Donna Tripi, Director of Human Resources
Coronado Unified School District

Kyler Miller, Labor Relations Rep
California School Employees Association

APPENDIX A
SALARY SCHEDULE

To bring all classified employees to an average or better salary versus comparison districts, Coronado Unified School District (CUSD) proposed the following:

1. Upon ratification of this agreement, implement a 5.3% across the board increase on the classified salary schedule effective July 1,2015.
2. Upon ratification of this agreement, adopt salary recommendations, job classifications, and titles as detailed in the August 12, 2015 Ewing implementation spreadsheet. The estimated cost of this is equivalent to a 1.7% across the board increase for classified, non-management employees. If the exact cost is more than the equivalent of 1.7%, the district will cover the remaining cost. If the exact cost is less than the equivalent of 1.7%, the difference will be added to the 5.3% across the board increase as proposed in #1 above.
3. Upon ratification of this agreement, adopt all Ewing job classifications and titles, not already covered by the August 12, 2015 Ewing implementation spreadsheet, as current CUSD job classifications and titles.
4. Upon ratification of this agreement, CSEA and CUSD will collaborate on any revisions to the new CUSD job titles and job classifications, using the new CUSD job classifications and titles as the basis for this collaboration. This collaboration will include:
    a. An opportunity for CUSD employees to review their new job classifications/titles and provide input.
    b. An option for CSEA to review and discuss any changes to the new CUSD job classifications.
    c. Any revisions to new CUSD job classifications will be based upon CSEA, employee and supervisor input.
5. Any additional salary range recommendations will be analyzed using the existing collective bargaining agreement language regarding reclassification.
6. Neither party will reopen salary, benefits, or work year for the 2015-2016 or 2016-2017 school years. With the exception of salary, benefits, and work year, per Article 20.2, each party shall have the right to open two articles for the 2016-17 contract year.

CORONADO UNIFIED SCHOOL DISTRICT
CALIFORNIA SCHOOL EMPLOYEES' ASSOCIATION (CSEA)
SALARY SCHEDULE

RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	STEP 14	STEP 15
	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly
	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly
1					$ 2,600.55	$ 2,643.89	$ 2,687.24	$ 2,731.62	$ 2,789.12	$ 2,871.91	$ 2,956.60	$ 2,992.08	$ 3,027.98	$ 3,064.32	$ 3,101.09
					$ 15.00	$ 15.25	$ 15.50	$ 15.76	$ 16.09	$ 16.57	$ 17.05	$ 17.26	$ 17.47	$ 17.68	$ 17.89
2					$ 2,643.89	$ 2,687.24	$ 2,731.62	$ 2,864.13	$ 2,954.39	$ 3,038.78	$ 3,133.24	$ 3,170.84	$ 3,208.89	$ 3,247.39	$ 3,286.36
					$ 15.25	$ 15.50	$ 15.76	$ 16.52	$ 17.04	$ 17.53	$ 18.07	$ 18.29	$ 18.51	$ 18.73	$ 18.96
3				$ 2,687.24	$ 2,731.62	$ 2,833.21	$ 2,931.26	$ 3,021.63	$ 3,119.77	$ 3,211.94	$ 3,309.99	$ 3,349.71	$ 3,389.90	$ 3,430.58	$ 3,471.75
				$ 15.50	$ 15.76	$ 16.34	$ 16.91	$ 17.43	$ 17.99	$ 18.53	$ 19.09	$ 19.32	$ 19.55	$ 19.79	$ 20.03
4			$ 2,687.24	$ 2,731.62	$ 2,887.17	$ 2,985.12	$ 3,085.46	$ 3,187.00	$ 3,285.04	$ 3,386.98	$ 3,484.83	$ 3,526.65	$ 3,568.97	$ 3,611.80	$ 3,655.14
			$ 15.50	$ 15.76	$ 16.65	$ 17.22	$ 17.80	$ 18.38	$ 18.95	$ 19.54	$ 20.10	$ 20.34	$ 20.59	$ 20.83	$ 21.08
5	$ 2,687.24	$ 2,731.62	$ 2,823.83	$ 2,925.57	$ 3,029.41	$ 3,133.24	$ 3,234.98	$ 3,348.38	$ 3,452.31	$ 3,558.14	$ 3,659.88	$ 3,703.80	$ 3,748.25	$ 3,793.23	$ 3,838.74
	$ 15.50	$ 15.76	$ 16.29	$ 16.87	$ 17.47	$ 18.07	$ 18.66	$ 19.31	$ 19.91	$ 20.52	$ 21.11	$ 21.36	$ 21.62	$ 21.88	$ 22.14
6	$ 2,731.62	$ 2,844.98	$ 2,954.39	$ 3,062.02	$ 3,175.63	$ 3,285.04	$ 3,392.57	$ 3,502.28	$ 3,609.82	$ 3,721.52	$ 3,828.95	$ 3,874.90	$ 3,921.39	$ 3,968.45	$ 4,016.07
	$ 15.76	$ 16.41	$ 17.04	$ 17.66	$ 18.32	$ 18.95	$ 19.57	$ 20.20	$ 20.82	$ 21.47	$ 22.09	$ 22.35	$ 22.62	$ 22.89	$ 23.16
7	$ 2,858.15	$ 2,975.34	$ 3,089.25	$ 3,202.36	$ 3,313.97	$ 3,431.07	$ 3,548.57	$ 3,659.88	$ 3,779.28	$ 3,888.70	$ 4,005.70	$ 4,053.77	$ 4,102.41	$ 4,151.64	$ 4,201.46
	$ 16.49	$ 17.16	$ 17.82	$ 18.47	$ 19.12	$ 19.79	$ 20.47	$ 21.11	$ 21.80	$ 22.43	$ 23.10	$ 23.38	$ 23.66	$ 23.95	$ 24.23
8	$ 2,985.12	$ 3,104.21	$ 3,225.30	$ 3,348.38	$ 3,463.89	$ 3,584.98	$ 3,702.28	$ 3,827.25	$ 3,946.45	$ 4,057.86	$ 4,180.84	$ 4,231.01	$ 4,281.78	$ 4,333.17	$ 4,385.16
	$ 17.22	$ 17.91	$ 18.60	$ 19.31	$ 19.98	$ 20.68	$ 21.35	$ 22.08	$ 22.76	$ 23.41	$ 24.12	$ 24.40	$ 24.70	$ 24.99	$ 25.29
9	$ 3,106.10	$ 3,233.28	$ 3,356.16	$ 3,479.24	$ 3,606.32	$ 3,731.10	$ 3,852.08	$ 3,978.77	$ 4,104.14	$ 4,226.92	$ 4,353.89	$ 4,406.14	$ 4,459.01	$ 4,512.52	$ 4,566.67
	$ 17.92	$ 18.65	$ 19.36	$ 20.07	$ 20.80	$ 21.52	$ 22.22	$ 22.95	$ 23.67	$ 24.38	$ 25.11	$ 25.41	$ 25.72	$ 26.03	$ 26.34
10	$ 3,233.28	$ 3,362.05	$ 3,488.93	$ 3,623.38	$ 3,754.04	$ 3,880.81	$ 4,009.78	$ 4,138.56	$ 4,271.31	$ 4,399.68	$ 4,528.55	$ 4,582.89	$ 4,637.88	$ 4,693.54	$ 4,749.86
	$ 18.65	$ 19.39	$ 20.12	$ 20.90	$ 21.65	$ 22.38	$ 23.13	$ 23.87	$ 24.64	$ 25.38	$ 26.12	$ 26.43	$ 26.75	$ 27.07	$ 27.40
11	$ 3,356.16	$ 3,488.93	$ 3,630.86	$ 3,761.92	$ 3,898.57	$ 4,029.23	$ 4,161.49	$ 4,296.14	$ 4,428.40	$ 4,564.96	$ 4,699.71	$ 4,756.10	$ 4,813.18	$ 4,870.93	$ 4,929.39
	$ 19.36	$ 20.12	$ 20.94	$ 21.70	$ 22.49	$ 23.24	$ 24.00	$ 24.78	$ 25.54	$ 26.33	$ 27.11	$ 27.43	$ 27.76	$ 28.10	$ 28.43
12	$ 3,479.24	$ 3,623.38	$ 3,761.92	$ 3,903.96	$ 4,036.71	$ 4,180.84	$ 4,319.29	$ 4,457.83	$ 4,597.87	$ 4,740.10	$ 4,880.54	$ 4,939.10	$ 4,998.37	$ 5,058.35	$ 5,119.05
	$ 20.07	$ 20.90	$ 21.70	$ 22.52	$ 23.28	$ 24.12	$ 24.91	$ 25.71	$ 26.52	$ 27.34	$ 28.15	$ 28.49	$ 28.83	$ 29.18	$ 29.53
13	$ 3,606.32	$ 3,754.04	$ 3,898.57	$ 4,036.71	$ 4,178.75	$ 4,328.96	$ 4,474.89	$ 4,613.13	$ 4,761.25	$ 4,907.47	$ 5,047.62	$ 5,108.19	$ 5,169.49	$ 5,231.52	$ 5,294.30
	$ 20.80	$ 21.65	$ 22.49	$ 23.28	$ 24.10	$ 24.97	$ 25.81	$ 26.61	$ 27.46	$ 28.31	$ 29.11	$ 29.46	$ 29.82	$ 30.18	$ 30.54
14	$ 3,731.10	$ 3,880.81	$ 4,029.23	$ 4,180.84	$ 4,328.96	$ 4,479.08	$ 4,623.01	$ 4,776.91	$ 4,926.52	$ 5,072.75	$ 5,220.67	$ 5,283.31	$ 5,346.71	$ 5,410.87	$ 5,475.81
	$ 21.52	$ 22.38	$ 23.24	$ 24.12	$ 24.97	$ 25.84	$ 26.67	$ 27.55	$ 28.42	$ 29.26	$ 30.11	$ 30.47	$ 30.84	$ 31.21	$ 31.58
15	$ 4,104.24	$ 4,269.12	$ 4,431.99	$ 4,599.07	$ 4,761.65	$ 4,926.62	$ 5,085.21	$ 5,254.58	$ 5,378.66	$ 5,538.54	$ 5,664.13	$ 5,732.10	$ 5,800.88	$ 5,870.49	$ 5,940.94
	$ 23.67	$ 24.62	$ 25.56	$ 26.53	$ 27.47	$ 28.42	$ 29.33	$ 30.31	$ 31.02	$ 31.95	$ 32.67	$ 33.06	$ 33.46	$ 33.86	$ 34.27
16	$ 4,514.88	$ 4,696.12	$ 4,875.26	$ 5,058.78	$ 5,238.12	$ 5,419.36	$ 5,593.81	$ 5,780.13	$ 5,916.77	$ 6,092.53	$ 6,230.66	$ 6,305.43	$ 6,381.10	$ 6,457.67	$ 6,535.16
	$ 26.04	$ 27.09	$ 28.12	$ 29.18	$ 30.21	$ 31.26	$ 32.27	$ 33.34	$ 34.13	$ 35.14	$ 35.94	$ 36.37	$ 36.81	$ 37.25	$ 37.69

6-3-2022

6-3-2022

Effective:
July 1, 2022

For Board Approval:
June 9, 2022

CORONADO UNIFIED SCHOOL DISTRICT
CALIFORNIA SCHOOL EMPLOYEES' ASSOCIATION (CSEA)
SALARY SCHEDULE

STEP 16	STEP 17	STEP 18	STEP 19	STEP 20	STEP 21	STEP 22	STEP 23	STEP 24	STEP 25	STEP 26	STEP 27	STEP 28	STEP 29	STEP 30	
Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	RANGE
Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	
$ 3,138.30	$ 3,175.96	$ 3,214.07	$ 3,252.64	$ 3,291.67	$ 3,350.92	$ 3,411.24	$ 3,472.64	$ 3,535.15	$ 3,598.78	$ 3,663.56	$ 3,729.50	$ 3,796.64	$ 3,864.97	$ 3,934.54	1
$ 18.10	$ 18.32	$ 18.54	$ 18.76	$ 18.99	$ 19.33	$ 19.68	$ 20.03	$ 20.39	$ 20.76	$ 21.13	$ 21.51	$ 21.90	$ 22.29	$ 22.69	
$ 3,325.80	$ 3,365.71	$ 3,406.10	$ 3,446.97	$ 3,488.33	$ 3,551.12	$ 3,615.04	$ 3,680.11	$ 3,746.36	$ 3,813.79	$ 3,882.44	$ 3,952.32	$ 4,023.46	$ 4,095.89	$ 4,169.61	2
$ 19.18	$ 19.41	$ 19.65	$ 19.88	$ 20.12	$ 20.48	$ 20.85	$ 21.23	$ 21.61	$ 22.00	$ 22.39	$ 22.80	$ 23.21	$ 23.63	$ 24.05	
$ 3,513.41	$ 3,555.57	$ 3,598.24	$ 3,641.42	$ 3,685.11	$ 3,751.45	$ 3,818.97	$ 3,887.71	$ 3,957.69	$ 4,028.93	$ 4,101.45	$ 4,175.28	$ 4,250.43	$ 4,326.94	$ 4,404.83	3
$ 20.27	$ 20.51	$ 20.75	$ 21.00	$ 21.26	$ 21.64	$ 22.03	$ 22.42	$ 22.83	$ 23.24	$ 23.66	$ 24.08	$ 24.52	$ 24.96	$ 25.41	
$ 3,699.00	$ 3,743.39	$ 3,788.31	$ 3,833.77	$ 3,879.78	$ 3,949.61	$ 4,020.70	$ 4,093.08	$ 4,166.75	$ 4,241.75	$ 4,318.11	$ 4,395.83	$ 4,474.96	$ 4,555.51	$ 4,637.50	4
$ 21.34	$ 21.59	$ 21.85	$ 22.11	$ 22.38	$ 22.78	$ 23.19	$ 23.61	$ 24.03	$ 24.47	$ 24.91	$ 25.36	$ 25.81	$ 26.28	$ 26.75	
$ 3,884.81	$ 3,931.43	$ 3,978.60	$ 4,026.35	$ 4,074.66	$ 4,148.01	$ 4,222.67	$ 4,298.68	$ 4,376.06	$ 4,454.83	$ 4,535.01	$ 4,616.64	$ 4,699.74	$ 4,784.34	$ 4,870.46	5
$ 22.41	$ 22.68	$ 22.95	$ 23.22	$ 23.50	$ 23.93	$ 24.36	$ 24.79	$ 25.24	$ 25.70	$ 26.16	$ 26.63	$ 27.11	$ 27.60	$ 28.09	
$ 4,064.26	$ 4,113.04	$ 4,162.39	$ 4,212.34	$ 4,262.89	$ 4,339.62	$ 4,417.73	$ 4,497.25	$ 4,578.20	$ 4,660.61	$ 4,744.50	$ 4,829.90	$ 4,916.84	$ 5,005.35	$ 5,095.44	6
$ 23.44	$ 23.72	$ 24.01	$ 24.30	$ 24.59	$ 25.03	$ 25.48	$ 25.94	$ 26.41	$ 26.88	$ 27.37	$ 27.86	$ 28.36	$ 28.87	$ 29.39	
$ 4,251.88	$ 4,302.90	$ 4,354.53	$ 4,406.79	$ 4,459.67	$ 4,539.94	$ 4,621.66	$ 4,704.85	$ 4,789.54	$ 4,875.75	$ 4,963.52	$ 5,052.86	$ 5,143.81	$ 5,236.40	$ 5,330.65	7
$ 24.52	$ 24.82	$ 25.12	$ 25.42	$ 25.72	$ 26.19	$ 26.66	$ 27.14	$ 27.63	$ 28.12	$ 28.63	$ 29.14	$ 29.67	$ 30.20	$ 30.75	
$ 4,437.79	$ 4,491.04	$ 4,544.93	$ 4,599.47	$ 4,654.66	$ 4,738.45	$ 4,823.74	$ 4,910.57	$ 4,998.96	$ 5,088.94	$ 5,180.54	$ 5,273.79	$ 5,368.72	$ 5,465.36	$ 5,563.73	8
$ 25.60	$ 25.90	$ 26.22	$ 26.53	$ 26.85	$ 27.33	$ 27.82	$ 28.32	$ 28.83	$ 29.35	$ 29.88	$ 30.42	$ 30.97	$ 31.52	$ 32.09	
$ 4,621.47	$ 4,676.93	$ 4,733.05	$ 4,789.85	$ 4,847.33	$ 4,934.58	$ 5,023.40	$ 5,113.82	$ 5,205.87	$ 5,299.58	$ 5,394.97	$ 5,492.08	$ 5,590.94	$ 5,691.57	$ 5,794.02	9
$ 26.66	$ 26.98	$ 27.30	$ 27.63	$ 27.96	$ 28.46	$ 28.98	$ 29.50	$ 30.03	$ 30.57	$ 31.12	$ 31.68	$ 32.25	$ 32.83	$ 33.42	
$ 4,806.86	$ 4,864.54	$ 4,922.92	$ 4,981.99	$ 5,041.78	$ 5,132.53	$ 5,224.91	$ 5,318.96	$ 5,414.70	$ 5,512.17	$ 5,611.39	$ 5,712.39	$ 5,815.21	$ 5,919.89	$ 6,026.45	10
$ 27.73	$ 28.06	$ 28.40	$ 28.74	$ 29.08	$ 29.60	$ 30.14	$ 30.68	$ 31.23	$ 31.79	$ 32.37	$ 32.95	$ 33.54	$ 34.15	$ 34.76	
$ 4,988.54	$ 5,048.40	$ 5,108.98	$ 5,170.29	$ 5,232.33	$ 5,326.52	$ 5,422.39	$ 5,520.00	$ 5,619.36	$ 5,720.50	$ 5,823.47	$ 5,928.30	$ 6,035.00	$ 6,143.64	$ 6,254.22	11
$ 28.77	$ 29.12	$ 29.47	$ 29.82	$ 30.18	$ 30.72	$ 31.28	$ 31.84	$ 32.41	$ 33.00	$ 33.59	$ 34.19	$ 34.81	$ 35.44	$ 36.07	
$ 5,180.48	$ 5,242.65	$ 5,305.56	$ 5,369.23	$ 5,433.66	$ 5,531.46	$ 5,631.03	$ 5,732.39	$ 5,835.57	$ 5,940.61	$ 6,047.54	$ 6,156.40	$ 6,267.21	$ 6,380.02	$ 6,494.86	12
$ 29.88	$ 30.24	$ 30.60	$ 30.97	$ 31.34	$ 31.91	$ 32.48	$ 33.06	$ 33.66	$ 34.27	$ 34.88	$ 35.51	$ 36.15	$ 36.80	$ 37.46	
$ 5,357.83	$ 5,422.12	$ 5,487.19	$ 5,553.03	$ 5,619.67	$ 5,720.83	$ 5,823.80	$ 5,928.63	$ 6,035.34	$ 6,143.98	$ 6,254.57	$ 6,367.15	$ 6,481.76	$ 6,598.43	$ 6,717.21	13
$ 30.90	$ 31.27	$ 31.65	$ 32.03	$ 32.41	$ 33.00	$ 33.59	$ 34.20	$ 34.81	$ 35.44	$ 36.08	$ 36.73	$ 37.39	$ 38.06	$ 38.74	
$ 5,541.52	$ 5,608.01	$ 5,675.31	$ 5,743.41	$ 5,812.33	$ 5,916.96	$ 6,023.46	$ 6,131.88	$ 6,242.26	$ 6,354.62	$ 6,469.00	$ 6,585.44	$ 6,703.98	$ 6,824.65	$ 6,947.50	14
$ 31.96	$ 32.35	$ 32.74	$ 33.13	$ 33.53	$ 34.13	$ 34.74	$ 35.37	$ 36.01	$ 36.65	$ 37.31	$ 37.98	$ 38.67	$ 39.36	$ 40.07	
$ 6,012.23	$ 6,084.37	$ 6,157.39	$ 6,231.28	$ 6,306.05	$ 6,419.56	$ 6,535.11	$ 6,652.74	$ 6,772.49	$ 6,894.40	$ 7,018.50	$ 7,144.83	$ 7,273.44	$ 7,404.36	$ 7,537.64	15
$ 34.68	$ 35.09	$ 35.52	$ 35.94	$ 36.37	$ 37.03	$ 37.69	$ 38.37	$ 39.06	$ 39.77	$ 40.48	$ 41.21	$ 41.95	$ 42.71	$ 43.48	
$ 6,613.58	$ 6,692.95	$ 6,773.26	$ 6,854.54	$ 6,936.80	$ 7,061.66	$ 7,188.77	$ 7,318.17	$ 7,449.89	$ 7,583.99	$ 7,720.50	$ 7,859.47	$ 8,000.94	$ 8,144.96	$ 8,291.57	16
$ 38.15	$ 38.60	$ 39.07	$ 39.54	$ 40.01	$ 40.73	$ 41.46	$ 42.21	$ 42.97	$ 43.74	$ 44.53	$ 45.33	$ 46.15	$ 46.98	$ 47.83	

6-3-2022

6-3-2022

Effective:
July 1, 2022

For Board Approval:
June 9, 2022

APPENDIX A-1
CLASSIFICATIONS AND RANGES

Bargaining Unit-1

Title	Range	Calendar
Accounting Asst. I	10	12 month
Accounting Asst. II	13	12 month
Accounting Asst. III	15	12 month
Accounting Asst. IV	16	12 month
Administrative Asst. I	10	12 month
Administrative Asst. II	16	12 month
ASB Accounting Asst.	9	11 month
Bus Driver^	10	10 month
Attendance Technician	9	11 month
Campus Security Asst.	6	10 month
Child Nutrition Services Delivery Driver	3	10 month
Child Nutrition Services Worker	3	10 month
Computer Technician Custodian	11	12 month
District Lead CNS Worker +	7	10 month
Grounds Maintenance Worker	8	12 month
Health Technician	8	10 month
Help Desk Technician	10	12 month
High School Registrar	13	12 month
Human Resources Technician	15	12 month
Lead Child Nutrition Services Worker +	5	10 month
Lead Custodian +	8	12 month
Lead Maintenance Worker	16	12 month
Library Media Technician	8	10 month
Licensed Health Technician	10	10 month
Lifeguard	1	12 month
Lifeguard and Aquatic Instructor	5	12 month
Maintenance Worker 1	10	12 month
Maintenance Worker II	13	12 month
Lead Library Media Technician +	10	12 month
Network Support Technician	16	12 month
Office Asst. I	7	10 month
Office Asst. II	8	10 month
Office Asst. III	9	11 month
Preschool Teacher	12	11month
School Administrative Asst. I	10	11 month
School Administrative Asst. II	13	11 month
Senior Lifeguard	10	12 month
Shipping and Receiving Asst.	8	12 month
Systems Analyst	16	12 month
Theatre Lighting Stage Tech	9	10 month
Workability Coach	11	10 month
CNS Custodian	6	11 month
	6	

Bargaining Unit-2

Title	Range	Calendar
Campus Asst.	3	10 month
Crown Pre-School Teacher's Asst.	5	10 month
Instructional Asst.	4	10 month
Instructional Asst. w/ Degree	4 step 3	10 month
Instructional Asst. w/ Credential	5	10 month
Instructional Asst. I – Child Care	4	10 month
Instructional Asst. II – Child Care Instr. Asst.	6	10 month
Behavioral Health Care	7	10 month
Technology Resource Specialist	9	11 month
Technology Resource Specialist II	12	12 month
Registered Behavior Technician	10	10 month

+Responsibility factor: 5% for designated positions.
^Inactive
*Effective July 1, 2022, these positions become 11-month positions
Effective July 1, 2022, 10-month employees move to 185 calendar days

Calendar	# of Work Days
10 month	185
11 month	210
12 month	261
CNS Workers	186

Newly hired, or re-hired employees must be placed at the step equal to or above the new State minimum wage if they do not satisfy the requirements of directly related work experience pursuant to Article 9, 9.1.1.

APPENDIX A-2

INTERVIEW CLASSIFICATIONS (Pursuant to Article 17.1.4)

Accounting Assistant III

Accounting Assistant IV

Administrative Assistant II

ASB Accounting Assistant

Computer Technician

District Lead CNS Worker

High School Registrar

Human Resources Technician

Lead Library Media Technician

Lead Custodian

Lead Maintenance Worker

Maintenance Worker II

Network Support Technician

School Administrative Assistant II

Systems Analyst

Technical Resources Specialist II

Date: 6/7/2024

Marshall Redding, President

Coronado Chapter 386

Donna Tripi, Director of Human Resources

Coronado Unified School District

Kyler Miller, Labor Relations Rep

California School Employees Association

APPENDIX B
EMPLOYEE BENEFITS:

Vacation: For Full-time, 12 month employees:**

10 days - 1 through 3 years of continuous paid service in the District
12 days - 4 through 5 years of continuous paid service in the District
15 days - 6 through 12 years of continuous paid service in the District
18 days - 13 through 20 years of continuous paid service in the District
20 days - +21 years of continuous paid service in the District.

**Regular part-time unit members or regular full-time unit members who work less than 12 months each duty year will earn vacation on a prorated basis.

Longevity: Longevity increments, for years of service in Coronado Unified School District, will be added to steps as follows:

+0.75%	Per each year from year 12 to year 15
+1.2%	Per each year from year 16 to year 20
+1.8%	Per each year from year 21 to year 25

Responsibility factor: 5% for specified positions
(Food service Worker III - Lead: Lead Grounds Worker)

APPENDIX B-1

HEALTH AND WELFARE

District Paid Benefits
(See Article 8.1 or 8.2 for coverage
requirements) Health Insurance

San Diego Country Schools VEBA Health Benefit Plans

United Health Care
*Co-pay= $100 Emergency Room
*Co-pay= $10 Office visit
*Prescriptions: $10

Kaiser-Permanente:
*Co-pay= $10 Office Visit
*Prescriptions: $10

(Medical coverage-employee only, coverage for eligible dependents is available at employee expense.)

Life Insurance: One times annual base salary or a minimum of $25,000 whichever is higher for employee only

Dental Insurance: Coverage for employee and eligible dependents under **Delta Dental Plan.**

Vision Insurance: Coverage for employee only for examination, lenses, frames, and professional services under **Vision Service Plan.**

Long Term Disability: Coverage for employee only for income protection for all disabilities other than work related.

APPENDIX C
EVALUATION FORM

EXHIBIT C

CORONADO UNIFIED SCHOOL DISTRICT

201 6th Avenue, Coronado, CA 92118

(619) 522 – 8900

PERFORMANCE EVALUATION REPORT
CLASSIFIED EMPLOYEE

Name: _____ **Location:** _____

Assignment: _____ **Date:** _____

Regular: ☐ **Probationary:** ☐

EVALUATION SCALE:

1. **EXCELLENT:** All of the critical indicators necessary to perform in a competent and professional manner which exceeds District standards are in evidence.
2. **MEETS DISTRICT STANDARDS:** All of the critical indicators to perform in a competent and professional manner are evident.
3. **IMPROVEMENT NEEDED:** There are some weaknesses evident in meeting all of the critical indicators necessary to meet District standards.
4. **UNSATISFACTORY:** There are major weaknesses evident in meeting District standards which may affect job status.
5. **N.A.:** Indicator is not applicable to this employee's position.

When ratings of EXCELLENT, IMPROVEMENT NEEDED or UNSATISFACTORY are indicated, a written statement shall describe the employee's performance in relationship to the indicator. Assistance plan may be required for areas rated 3 or 4. Assistance plan is required for overall unsatisfactory performance.

CRITICAL INDICATORS	1	2	3	4	N.A.	COMMENTS
I. COMPETENCY:						
1. Technical knowledge – the employee possesses all the technical knowledge required to perform the job in a competent manner.	☐	☐	☐	☐	☐	
2. Adaptability – the employee effectively learns and adjusts to new tasks in an appropriate manner.	☐	☐	☐	☐	☐	
3. Directions – the employee follows the directions of the supervisor to perform tasks in an acceptable manner.	☐	☐	☐	☐	☐	
4. Organization – the employee demonstrates the ability to organize and prioritize duties and tasks in a competent manner.	☐	☐	☐	☐	☐	
II. QUALITY / QUANTITY OF WORK:						
5. Quality of work – the employee performs the job in an accurate manner.	☐	☐	☐	☐	☐	
6. Quantity of work – the amount of work completed and the speed with which it is completed is acceptable.	☐	☐	☐	☐	☐	
7. Timelines – the employee meets time schedules set for work assignments.	☐	☐	☐	☐	☐	

PERFORMANCE EVALUATION FOR CLASSIFIED EMPLOYEE

CRITICAL INDICATORS	1	2	3	4	N.A.	COMMENTS
III. PROFESSIONAL / PERSONAL QUALITIES:						
8. The employee works effectively with:						
Supervisor	☐	☐	☐	☐	☐	
Employees	☐	☐	☐	☐	☐	
Pupils	☐	☐	☐	☐	☐	
Public	☐	☐	☐	☐	☐	
9. The employee handles problems which occur in the work place in a positive and constructive manner.	☐	☐	☐	☐	☐	
10. The employee strives to improve.	☐	☐	☐	☐	☐	
11. The employee complies with rules, regulations and District policies.	☐	☐	☐	☐	☐	
12. The employee uses discretion in confidential matters as necessary and required by law.	☐	☐	☐	☐	☐	
13. For the position, the employee exhibits appropriate: (rate 2 or 3 only)						
Dress	☐	☐	☐	☐	☐	
Neatness	☐	☐	☐	☐	☐	
Communication Skills	☐	☐	☐	☐	☐	
IV. OTHER DUTIES / RESPONSIBILITIES:						
14. The employee is punctual and maintains assigned duty hours.	☐	☐	☐	☐	☐	
15. The employee maintains regular attendance.	☐	☐	☐	☐	☐	
16. The employee properly cares for materials and equipment.	☐	☐	☐	☐	☐	

OVERALL RATING:

☐ Above District Standards
☐ Meets District Standards
☐ Unsatisfactory (Assistance Plan Required – attach completed plan)

PROBATIONARY EMPLOYEE

Recommendation for continued employment ☐ Yes ☐ No ☐ Assistance Plan Required (probationary period extended)

CONTRIBUTORS TO THIS EVALUATION: _____

COMMENDATIONS / RECOMMENDATIONS: _____

EVALUATOR'S SIGNATURE_____ **DATE:** _____

This evaluation was presented to me in the presence of my immediate supervisor:_____(employee's initial)

My signature indicates that I have seen, discussed and received a copy of this evaluation. It does not necessarily indicate my agreement with this evaluation. This evaluation will be placed in my file and I have 20 working days to attach comments.

EMPLOYEE'S SIGNATURE_____ **DATE:** _____

Distribution: Original – Human Resources (file), 1 copy – supervisor, 1 copy – employee

APPENDIX D
GRIEVANCE FORM

REF. Article 15 of Agreement between Coronado Unified School District and California School Employees Association, Coronado Unified Chapter #386, Units 1 and 2.

Name of Grievant_____

_____

Date_____

Assertion of Grievance: State nature of Grievance, citing specific sections of the contract between CSEA and CUSD which are asserted to have been violated, misapplied, or misinterpreted.

Signature of Grievant:_____

Received
by_____Date_____

APPENDIX E

APPLICATION FOR APPROVAL OF CLASSIFIED PROFESSIONAL GROWTH CREDITS

DECLARATION OF INTENT

(Please fill out in duplicate and send to personnel office)

I request **approval** of the following course to be applied as credit toward my professional growth increment.

Course Date:_____No. Of Units:_____Semester.____or Qtr.___

College/School/Other:_____

Course Number:_____

Title/Description:_____

Explanation of content of course:_____

_____

_____ _____ _____

Signature of Applicate Position/Location Date

==========

(To be completed By Superintendent)

Course Approved:____ Course Disapproved:____

Reason for Disapproval_____

_____

_____

Date:_____ Signature_____

Original: Return to Employee Copy: to Employees' Personnel File

APPENDIX F

CORONADO UNIFIED SCHOOL DISTRICT

CLASSIFIED EMPLOYEE

CATASTROPHIC LEAVE BANK DONATION FORM

Name of Employee Donating Sick Leave: _____

Number of Days Donated: _____

Unit members must donate a minimum of one (1) working day of sick leave hours to the bank and not more than five (5) working days of sick leave hours in any one (1) year to be eligible to withdraw from the Catastrophic Leave Bank.

I understand that sick leave days being donated are irrevocably given to the Catastrophic Leave Bank and cannot be rescinded for any reason whatsoever. A donation to the Catastrophic Leave Bank shall be a general donation, and shall not be donated to a specific employee for his / her use.

Signature of Unit Member Making Decision: _____

Date: _____

- Please return this form to the Human Resources Department during the annual benefits fair. All information contained within this form is confidential.

- Retain a copy for your records.

Memorandum of Understanding
By and Between
Coronado Unified School District
And
California School Employees Association
And Its
Coronado Chapter #386 (CSEA)

May 27, 2022

CSEA and the District previously agreed to a six percent (6%) increase on the CSEA salary schedule for Unit 1 and Unit 2 for the 2021-2022 and 2022-2023 school years.

- Retroactive to July 1, 2021, CSEA unit members (1 & 2) will receive an ongoing salary increase of four percent (4%).
- Effective July 1, 2022, CSEA unit members (1 & 2) will receive an ongoing salary increase of two percent (2%).

The parties also agreed that in the event the District reaches an agreement with ACT to provide an on-schedule salary increase for the 2022-23 school year, and the combined on-schedule salary increase for ACT unit members for the 2021-2022 and 2022-23 school years exceeds 6%, the parties will promptly meet and negotiate for the purpose of ensuring that CSEA unit members receive equity and parity with what ACT unit members received.

In May 2022, the District signed a tentative agreement (TA) with the Association of Coronado Teachers (ACT) that provides an eight percent (8%) increase to the ACT salary schedule for the 2022-2023 and 2023-2024 school years, four percent (4%) each school year. As a result, the combined on-schedule salary increase for ACT unit members in 2020-2021 and 2021-2022 is 7%.

The following table summarizes the raises provided to both ACT and CSEA since 2021-2022.

Fiscal Year	Salary Schedule Increase (ACT)	Salary Schedule Increase (CSEA)	Salary Schedule Increase (CSEA) Proposed
2021-2022	3%	4%	4%
2022-2023	4%	2%	3%
2023-2024	4%	N/A	4%

To implement the me-too clause above, the District proposes that, for the 2022-2023 school year, the salary schedule will be increased by a total of three percent (3%) effective July 1, 2022.

For the 2023-2024 school year, the salary schedule will be increased by four percent (4%) effective July 1, 2023.

This closes negotiations on Article 9, Salary for the 2022-2023 and 2023-2024 school years.

District: Armando Farias,
Director of Human Resources

5/27/2022
Date

CSEA: Marshall Redding
President, Coronado Chapter #386

CSEA: Alfredo Alvarez, LRR

MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS CORONADO CHAPTER #386 (CSEA)
AND CORONADO UNIFIED SCHOOL DISTRICT (DISTRICT)

INITIAL PLACEMENT ON THE NEW CLASSIFIED SALARY SCHEDULE
EFFECTIVE JULY 1, 2022

This Memorandum of Understanding (hereinafter "MOU") is agreed between Coronado Unified School District (hereinafter "District") and the California School Employees Association and its Coronado Chapter #386 (hereinafter "CSEA") regarding the initial placement on the new salary schedule, effective July 1, 2022, for Unit 1 and Unit 2 members in Salary Ranges 1, 2, 3 and 4.

Based on the impact of new State minimum wage laws, the District and CSEA agree to modify the CSEA salary schedule and related initial placement of employees to lessen the impact on CSEA unit members placed on Salary Ranges 1, 2, 3, and 4.

Therefore, Unit 1 and Unit 2 members hired on or after July 1, 2022, will be initially placed in the following Range and Steps:

Initial placement for members in Range 1 will be placed at step 7, unless they satisfy the requirements of directly related work experience, in which case, they may be placed at a step not to exceed step 17.

Initial placement for members in Range 2 will be placed at step 6, unless they satisfy the requirements of directly related work experience, in which case, they may be placed at a step not to exceed step 16.

Initial placement for members in Range 3 will be placed at step 4, unless they satisfy the requirements of directly related work experience, in which case, they may be placed at a step not to exceed step 14.

Initial placement for members in Range 4 will be placed at step 3, unless they satisfy the requirements of directly related work experience, in which case, they may be placed at a step not to exceed step 13.

This MOU will continue in effect until otherwise agreed to by the parties. Except as otherwise stated above, all provisions of the collective bargaining agreement remain in full force and effect.

Dated: 6/3/2022 By: _____

For Coronado Unified School District

Dated: 6/3/2022 By: _____

For CSEA Coronado #386, Chapter President

Dated: 6/3/2022 By: _____

For California School Employees Association

Coronado Unified School District
201 Sixth Street, Coronado, CA 92118
619.522.8900 Ext. 1016 www.coronadousd.net

MEMORANDUM OF UNDERSTANDING
Between the California School Employees Association, AFL-CIO and its Coronado Chapter No. 386 and the Coronado Unified School District

The Coronado Unified School District ("District") and the California School Employees Association, AFL-CIO and its Coronado Chapter No. 386 ("CSEA") enter this Memorandum of Understanding ("MOU") to temporarily adjust the salary of Registered Behavior Technicians ("RBTs") while providing services to an Adult Transition Program (ATP) student in the home setting.

In consideration of the Employee's agreement to take on the duties and responsibilities of an RBT for an ATP student in a home setting, the District agrees to increase the Employee's compensation from a Range 10 to a Range 12 at his/her current Step on the salary schedule for the work performed while in the student's home. The hours of service in the home setting will be specified in the student's IEP. This compensation rate will include travel time from the student's home to the location of the student's classroom setting (including the community-based instruction setting).

The District will indemnify and hold the employee harmless from liability while performing duties consistent with their employment as an RBT in CUSD in all settings.

The parties enter into this MOU to address a current need to provide home services to a student in the ATP as determined by the student's IEP team as the most beneficial setting for this student for a portion of the student's day several days each week. This MOU applies in the 2023-2024 school year only and does not establish past practice or precedent between the parties. Payment will be retroactive to the first day of the home assignment in the 2023-2024 school year. This does not affect either party's right to reopen contract articles as provided for in the collective bargaining agreement.

For the District:

Donna S. Tripi, Director of Human Resources

11/14/2023
Date

For CSEA:

Marshall Redding, President, CSEA

11/14/2023
Date

Jack Metivier, Labor Relations Representative, CSEA

11/14/2023
Date

Coronado Unified School District
201 Sixth Street, Coronado, CA 92118
619.522.8900 Ext. 1016 www.coronadousd.net

MEMORANDUM OF UNDERSTANDING – California Youth Behavioral Health Initiative (CYBHI)
By and Between the
Coronado Unified School District
and the
California School Employees Association,
AFL-CIO, and its Coronado Chapter No. 386

The Coronado Unified School District ("District") and the California School Employees Association, AFL-CIO, and its Coronado Chapter No. 386, ("Association") enter into this Memorandum of Understanding ("MOU") to support the District's participation in the California Youth Behavioral Health Initiative (CYBHI).

The CYBHI is a multi-year, multi-billion dollar California state investment to transform the behavioral health system for all children and young people up to age 25. The District is already providing these services to our students and families through our current service providers and will be participating in the initiative to collect state and private funding for these efforts. Services provided by Association members who are health technicians at school sites qualify for reimbursement under this program.

The intent of this MOU is to acknowledge the increase in administrative time that will be required of service providers to initially apply for the NPI (National Provider Identifier), a unique identification number for US healthcare providers which is mandated by HIPAA, and to track services for reimbursement for the initial months of the program.

The term of this MOU is August 1, 2026, to June 30, 2027.

The compensation for this additional administrative task is as follows:

- Two hours of the health technicians current salary at time and a half to initially apply for the NPI. This is estimated to take 20-30 minutes. This will be paid on timesheets.

- To account for time, including, but not limited to, reporting services in Care Solace, service providers with the job description listed in this MOU, will submit a monthly timesheet, at an overtime salary rate, for the time spent in administrative duties, meetings, and professional learning related to this program. This MOU will cover the August – June time frame.

This MOU sunsets on June 30, 2027.

For the District:
Donna S. Tripi, Director of Human Resources

Donna S. Tripi
Date 6/6/2026

For CSEA:
Dianne Bechtel, President

DB
Date 6/11/26

Leo Good, Labor Relations Representative, CSEA

Date