COLLECTIVE BARGAINING AGREEMENT

BETWEEN

COAST UNIFIED SCHOOL DISTRICT

AND

NORTH COAST SCHOOL EMPLOYEES, CHAPTER #492,

AFFILIATE OF THE

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

July 1, 2026 - June 30, 2029

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PREAMBLE

This Collective Bargaining Agreement ("Agreement") is entered into by and between the **COAST UNIFIED SCHOOL DISTRICT** (the "District" or "Employer") and the **CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, Chapter #492** (the "Association" or "Exclusive Representative"). This Agreement is entered into pursuant to Government Code § 3540, et seq.

ARTICLE I (1)
RECOGNITION

Pursuant to the requirements of Government Code § 3544.1, the District recognizes the Association as the exclusive representative for all regular full-time and regular part-time classified employees except those designated by the District as management, confidential, and supervisory employees. Employees who are hired on temporary assignments, substitutes, seasonal employees, hourly-as-needed, all other individuals whose positions require certification qualifications as a public school teacher and/or administrator, or students employed on a part-time basis are excluded from the bargaining unit.

1.1 **Unit Determination Questions**: When the District creates a new position, prior to that position becoming finally designated as a bargaining unit or a confidential/supervisory/ management position, the District and the Association shall meet and confer about whether or the position belongs within the unit.

ARTICLE II (2)
DISTRICT RIGHTS

2.1 It is agreed that the District retains all of its power of direction, management and control to the full extent of the law. Included in these powers are the exclusive rights to (a) determine its organization; (b) direct the work of its employees; (c) determine the hours of operation; (d) determine the kinds and levels of services to be provided, as well as the methods and means of providing them; (e) establish its educational policies, goals and objectives; (f) determine staffing patterns; (g) determine the number and kinds of personnel required; (h) maintain the efficiency of operations; (i) determine curriculum; (j) ensure the rights and educational opportunities of students; (k) design, build, move or modify facilities; (l) establish budget procedures and determine budgetary allocations; (m) determine methods of raising revenue; (n) contract out work, subject to EERA and PERB precedential decisions, or (o) take action on any matter in the event of an emergency. In addition, the District retains the rights to hire, classify, transfer, assign, evaluate, promote, terminate, and discipline employees. The recital in no way limits other District powers as granted by law.

2.2 The exercise of the foregoing powers, rights, authority, duties, and responsibilities of the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by specific and express terms of this Agreement, and then only to the extent such specific and express terms conform with law.

2.3 The District retains its right to amend, modify or rescind policies and practices referred to in this Agreement in case of emergency, including but not limited to, natural

disasters. The determination of whether or not an emergency exists is solely within the discretion of the District and is expressly excluded from the provisions of the grievance procedures hereinafter described.

ARTICLE III (3)
ASSOCIATION RIGHTS

3.1 ASSOCIATION RIGHT-GENERAL: The Association shall have the following rights as granted by this Agreement:

3.1.1 Access to areas in which unit members work at times mutually agreeable to the Association and District for the purpose of representing bargaining unit members or grievance.

3.1.2 Use of a bulletin board at each school site and access to employee mailboxes.

3.1.3 Review of a unit member's personnel file upon written authorization from the unit member.

3.1.4 Receipt upon request of a seniority roster indicating the seniority date for all current bargaining unit members.

3.2 RELEASE TIME: Ten (10) days of released time per District for conduct of Association business on the work site subject to the following conditions:

3.2.1 By no later than ten (10) workdays following the ratification of this Agreement by both parties, the Association will designate, in writing to the Superintendent, the Association's representative for each department or school site.

3.2.2 At least three (3) workdays prior to the release from duties, the designated representative shall inform his or her immediate supervisor in order that an adequate substitute may be obtained, if the District determines such is necessary.

3.3 **COPY OF AGREEMENT:** A copy of the current Collective Bargaining Agreement shall be maintained on the District's website

3.4 **ANNUAL CONFERENCE:** The District will grant reasonable release time with pay for two (2) representatives of Chapter #492 to attend the CSEA Annual Conference.

3.5 **CONTACT INFORMATION**

(a) All Unit Members. The information set forth below will be sent from the District to the CSEA electronically in Excel or another agreed-upon format on the last working day of each calendar month for all bargaining unit members.

- Name (First and Last name)
- Home Address
- Personal telephone Numbers (Cell and/or Home, if available)

- District email
- Personal Email Address (if available)
- Date of Hire
- Primary work site
- Job title(s)/Classification(s)

3.6 NEW MEMBER ORIENTATION

(a) Within ten (10) calendar days of the date of hire, the Association President/designee will be electronically notified that a new unit member has been hired. The District shall provide CSEA mandatory access to its new employee orientations. CSEA shall receive not less than ten (10) days' notice in advance of an orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District's operations that was not reasonably foreseeable. The Association President/designee shall have the opportunity to meet with the new unit member for up to thirty (30) minutes. The new unit member and the CSEA President shall be provided with up to thirty (30) minutes of release time for this meeting.

(b) If the CSEA President/designee cannot meet with the new unit member, the CSEA President/designee shall, within five (5) calendar days of the unit member's hire date, work with the unit member's manager to schedule a meeting of up to thirty (30) minutes to discuss CSEA business. The CSEA President/designee and the new unit member shall be provided release time for this meeting.

(c) New bargaining unit members will either be granted release time to attend the meeting or be compensated at the hourly rate of pay for the time spent attending the orientation meeting if the meeting occurs outside of the unit member's work day/work year.

(d) The unit member's first full day of regular contracted service shall be their first day of paid service for purposes of seniority even if the new unit member was paid to attend an earlier orientation session.

3.7 CSEA GENERAL MEETINGS: Unless there exists an activity at the employee's site which would preclude attendance, employees on duty during a General Meeting scheduled after 3:30 PM or the end of student attendance hours, whichever is later, and not conflicting with essential operational duties, shall receive paid release time of one (1) hour to attend the meeting. Employees shall give 24 hours' notice to their supervisor of their attendance to the meeting. Meeting attendance verification may be required by the District.

Essential operational duties, including transportation, student supervision, and other critical responsibilities, take priority over meeting attendance.

3.8 RELEASE TIME FOR NEGOTIATIONS: The Association shall have the right to assign up to 3 (three) unit members (negotiations committee) who shall be granted release time to meet with the District during scheduled negotiation meetings.

ARTICLE IV (4)
ORGANIZATIONAL SECURITY

4.1 DUES AND DEDUCTIONS SERVICE FEES

4.1.1 CSEA shall have the sole and exclusive right to receive payroll deduction for employee organization membership dues. The District shall honor the terms of the written agreement between CSEA and the employee with regard to the employee's membership in CSEA and shall deduct dues in accordance with the CSEA dues schedule from the wages of all employees who become CSEA members.

4.1.2 The District is not obligated to put into effect any new or changed payroll deductions until the pay period commencing 30 days or more after submission. There is no charge to CSEA for regular membership dues deductions. The District's officers, agents, and/or representatives shall be neutral regarding employees' decisions to belong to an employee organization or participate in its activities. The District's officers, agents, and/or representatives shall refer any questions regarding membership to CSEA.

4.2 HOLD HARMLESS AND INDEMNIFICATION

4.2.1 The Association shall indemnify and hold harmless and shall defend that District, its officers, agents, employees, from and against claims, demands, losses, judgments, liabilities, causes of action and expenses, including attorney fees and costs, of any kind or nature they may sustain or incur or which may be imposed upon them arising out of any legal challenge, court action, and/or action before PERB or other administrative agency challenging the legality, implementation, or constitutionality of the Association dues, automatic renewal provisions, or the underlying statutes. The district shall notify the Association in a timely manner of any court, PERB or other administrative action or proceeding that is filed against the District arising out of this Article.

4.2.2 The Association shall have the sole right to decide and determine whether any action or proceeding covered by this provision shall be compromised, resisted, defended, tried, or appealed.

4.3 CHANGE IN LAW

The parties agree that if there is a change in law which prohibits, alters or invalidates any of the provisions of this article, the remaining provisions in the article will remain unchanged; however, the parties will renegotiate the impacted provisions of this article during the next regular negotiation cycle.

ARTICLE V (5)
PAY AND ALLOWANCES

5.1 **SALARY/REGULAR RATE OF PAY:** The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each class listed in the classified salary schedule.

The Classified Salary Schedule for the specified school year is attached in the Appendices of this document. The parties recognize that funding and expenditures are guided by the District's Local Control Accountability Plan and that the guiding principle of all expenditures should be improving or increasing services to students with the understanding that the District desires to employ and retain highly qualified and competent classified staff.

5.2 **FREQUENCY:** Unit members who work twelve (12) months per year shall be paid twelve (12) times per year. Unit members that work eleven (11) months per year shall be paid eleven (11) times per year. Unit members that work ten (10) times per year shall be paid ten (10) times per year.

5.3 MILEAGE: Unit members specifically authorized by the District to use their personal vehicle in fulfilling a specific work assignment shall be reimbursed at the rate approved by the Internal Revenue Service effective January of each year. It is understood and agreed that unit member travel between home and work sites is exempt from this provision. It is further understood and agreed that this reimbursement shall be payment in full for all vehicle operation, maintenance, repair, and insurance costs resulting from such use.

5.4 **MAINTENANCE/PAYMENT OF CREDENTIALS:** It shall be the responsibility of unit members to maintain and keep current the credentials permitting the employee to hold the classified position in which they were hired. The District agrees to provide the full cost of any medical examination required as a condition of continued employment.

5.4.1 Upon completion of training and receipt of certification, employees who are required by the District to maintain bus driver's licenses and/or mechanic's certification as a condition of continued employment shall be reimbursed the actual out-of-pocket costs of the license and/or certification.

5.4.2 The District will also compensate full-time and regular part-time bus drivers for any classes which the District may require the unit member to take outside regular work hours. Such compensation shall be in accordance with the provisions of Article VIII, Hours of Employment and Overtime.

5.4.3 The District will pay for the cost of First Aid/CPR classes for employees whose job duties require ongoing First Aid/CPR certification as a condition of continued employment. If an employee is required to take the First Aid/CPR class during non-work hours, the District will compensate the employee at the employee's regular rate of pay for the required number of class hours.

5.5 **LONGEVITY:** The District shall provide additional compensation in recognition for long term service to full-time and regular part-time unit members. The additional annual compensation shall be $500.00 for full-time unit members.

5.5.1 Full-time service shall be defined as eight (8) hours per day for ten (10), eleven (11), or twelve (12) months per year. Part-time service shall be defined as less than eight (8) hours per day for ten (10), eleven (11), or twelve (12) months per year.

5.5.2 Regular part-time unit members will receive longevity on a pro-rated basis according to the percentage of hours worked in relation to that worked by regular full-time members of the bargaining unit. The amount of compensation shall be based on the number of hours served at the time the compensation is given.

5.5.3 To be eligible for the compensation the unit member must have at least seven (7) years continuous employment with the District in a bargaining unit position with satisfactory evaluations (see Article 15.8). After year seven, a unit member who receives an unsatisfactory evaluation in a succeeding year shall be ineligible for the additional compensation for the next year unless they have received satisfactory evaluations for four previous years (80% of the evaluations for five years). Any unit member receiving two consecutive unsatisfactory annual evaluations shall not receive the stipend.

5.5.4 Longevity compensation shall be paid on a monthly basis beginning with the unit member's eighth (8^{th}), twelfth (12^{th}), sixteenth (16^{th}), twentieth (20^{th}), and 25^{th} year in the District so that longevity is paid as follows:

Year 8	$500
Year 12	$1,000
Year 16	$1,500
Year 20	$2,000
Year 25	$2,500

5.6 **PROMOTION:** Any unit member in the bargaining unit receiving a promotion under the provision of this Agreement shall be moved to the appropriate range and step of the new class to insure not less than a five percent (5%) increase as a result of that promotion, except that the unit member may be placed on the last step of the appropriate range if that is the maximum allowable for that class. Any promotion effective July 1, the employee will be moved one step on their existing range, unless they are on the final step, then placed on their new range as a promotion.

5.7 **PAYROLL ERRORS:** Any payroll error resulting in an incorrect payment shall be corrected as soon as practical after discovery thereof, and normally will be remedied by a supplemental warrant within five (5) working days. If the error resulted in overpayment, the amount in question shall be deducted from subsequent warrants via a mutually agreed upon written repayment agreement created in a reasonable manner so as to minimize hardship to the employee.

5.8 **TAX/RETIREMENT LIABILITY:** Neither the District nor the Association make any representation or warranty with respect to the tax or retirement consequences of any payments made under this Agreement, including but not limited to, whether specific forms of compensation are creditable for retirements purposes. Unit members shall be responsible for their own tax and retirement planning.

5.9 BILINGUAL TRANSLATION SERVICES/PAY

A. Site Translators

At each of the District's three comprehensive school sites, up to two (2) secretary/clerical persons shall be assigned by the District as designated bilingual Spanish translators. One (1) secretary/clerical person may be assigned at Leffingwell

High School, and one (1) clerk may be assigned at the District Office. These persons shall be the primary Spanish language translators for that site with the understanding that Spanish is to be used exclusively in the context of supporting student learning. The persons designated as bilingual translators shall receive bilingual premium pay equal to $1/hour in addition to that person's regular pay rate. Bilingual premium pay shall be paid monthly. In exchange for additional pay, the designated translator shall provide routine oral translation services and written translation of casual communications at the request of and under the Principal's direction. The designated translator shall, prior to their appointment, pass an oral Spanish language proficiency examination developed by the District.

B. District Translator/Interpreter

Written translation of complicated or significant legal documents, such as IEP's, shall be done primarily by the District's translator/interpreter. Notwithstanding any provision to the contrary contained in Article VIII, Hours and Overtime, if the translator/interpreter is unable or unavailable to timely complete any required work, then the District may complete that work through the use of another qualified District employee or an outside third party contractor. The terms "unable" and "unavailable" are defined to include times when the translator/interpreter is too busy or absent and therefore cannot timely complete the work. In order for a determination to be made the translator/interpreter must be given the opportunity to respond and, if necessary, consult with the immediate supervisor, if available, regarding work flow and work priorities.

5.10 **SAFETY EQUIPMENT ALLOWANCE:** The District shall reimburse all bargaining unit members in the Custodian, Food Service, Grounds, and Maintenance areas up to $300 per school year for purchasing job related personal protection safety equipment.

ARTICLE VI (6)
SALARY CLASSIFICATION

6.1 **PLACEMENT IN CLASS AND DEFINITION:** Every bargaining unit position shall be placed in a class and each class assigned a salary range. The assignment of the salary range to a class shall be known as "Salary Classification."

6.2 **YEAR OF SERVICE:** For purposes of advancement across the salary schedule, a year of service shall be defined as that period of time during which a unit member who, in his or her particular assignment, works seventy-five percent of the total work days allocated to that assignment. Unit members, who, by June 30, have not worked 75% of the work days during the current fiscal year, may not be advanced across the salary schedule at any time during the ensuing fiscal year (July 1 - June 30). Only full-time and regular part-time unit members are eligible for advancements across the salary schedule.

6.3 SALARY PLACEMENT FOR NEW CLASSIFIED EMPLOYEES – PRIOR EXPERIENCE CREDIT (4-YEAR MAXIMUM): A newly hired classified employee may receive up to four (4) years of credit on the salary schedule for prior experience that is directly relevant to the position. If the newly hired employee received 4 full years of

credit, that would start the employee on Step E (5th Column) of the Classified Salary Schedule.

Criteria for receiving credit:

- The previous experience must be directly aligned with the essential duties and responsibilities of the position being hired for.
- For positions involving work with students, the experience must be in a school setting or include documentation demonstrating the experience involved direct interaction with students in an educational or youth development setting.

Prior experience must be comparable in nature, scope, and time to the position in which the employee is being hired.

One year of prior experience is defined as:

- The equivalent of a full year of work, based on the hours and duties of the new position.
- Part-time experience will be prorated accordingly.

The District's Human Resources Department will determine whether submitted experience qualifies for placement credit. Final determination is based on some or all of the following:

- Job relevance and duties
- Verification of employment dates, hours, and job functions
- Reference checks to confirm experience, skills, and duration

Appropriate documentation, such as official job descriptions and letters of verification from previous employers, may be requested upon hire or prior to the first day of work in order to be considered for salary placement credit.

6.34 PROPOSAL FOR RECLASSIFICATION: Either party may propose a reclassification. No more than two classifications may be subject to a reclassification in any one fiscal year. For the purpose of this Article, "reclassification" is 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 such position (Education Code §45101(f)).

ARTICLE VII (7)
HEALTH AND WELFARE

7.1 BENEFIT CONTRIBUTION: For a single party, the District's total annual contribution for all health and welfare benefits will be $8,328 for full-time employees; for two party users, the District's total annual contribution for all health and welfare benefits will be $11,082 for full-time employees; for families, the District's total annual contribution for all health and welfare benefits will be $15,544 for full-time employees. These benefit contribution rates shall apply to eligible full-time regular employees and

their eligible dependents to facilitate participation in the District's medical, dental, and vision benefit programs ("Benefits"). Eligible employees may elect to waive participation in the District's health insurance plan and participate in Waiver of Active Benefit Enrollment (WABE) provided they submit proof of alternative minimum essential coverage.

7.2 PART TIME EMPLOYEES: Part-time employees who have a regular assignment of more than five (5) hours per day will receive the District's Benefit contribution on a pro-rata basis according to the percentage of hours worked in relation to hours worked by regular full-time eight (8) hour employees. Employees who work five (5) hours per day or less shall not receive any District contribution toward Benefits.

7.3 EMPLOYEE COST: All Benefit premium costs in excess of the District's monthly contribution shall be paid by the unit member via payroll deduction on a monthly basis.

7.4 ENROLLMENT: Unit members that are required to do so by the District's JPA/Providers shall, along with their eligible dependents, enroll for Benefit coverage within thirty (30) calendar days of the unit member's employment, change in hours, or change in circumstances, through the process required by the District's JPA/Benefit Providers.

7.5 WAIVER: With advance approval of the District, a part-time unit member may waive participation in the District's Benefit program to the extent permitted by the District's JPA/Providers. If the waiver request is completed by the employee and granted by the District, then the dollar amount that would have been provided will revert to the District.

7.6 SELF-PAY PARTICIPATION

7.6.1 **Post Retirement**: Unit members who have retired from the District and entered the Public Employee's Retirement System ("CalPERS") may participate in the District's benefit program, along with their eligible dependents, at the unit member's sole cost so long as permitted by the District's JPA/Providers.

7.6.2 **Non-Eligible Coverage**: Unit members who are not eligible for a District contribution toward Benefit premiums may participate in the District's benefit program at the unit member's sole cost.

7.6.3 **Self-Participation Requirements**: Employees or retirees who elect to participate in the District's Benefit program at their sole cost, may do so by completing all required forms and paying all required premiums each month in advance. If employees, retirees or their eligible dependents do not pay the District all required premiums each month in advance and meet all other requirements imposed by the District's JPA/Benefit providers, then the district may terminate the employee/retiree's participation in the Benefit program. All Benefit costs of any nature incurred by any employee, retiree or their eligible dependents after notice of termination shall be that individual's responsibility.

ARTICLE VIII (8)
HOURS OF EMPLOYMENT AND OVERTIME

8.1 WORKDAY AND WORK WEEK: The maximum number of hours of regular full-time employment of a unit member is eight (8) hours a day and forty (40) hours a

week consisting of five (5) consecutive days. The normal work week starts on Monday at 12:01 a.m. and ends Sunday at 12:00 midnight.

8.1.1 Assignment of a different work week may be made by the District, and the District may employ persons for lesser periods of time (less than eight (8) hours per day or five (5) days per week) and may, through authorized administrators, order and authorize unit members to work in excess of eight (8) hours in one (1) day or forty (40) hours in one week. Other exceptions may be approved by mutual agreement between unit member and the District.

8.1.2 Any day granted as a teacher training day, modified day, minimum day, or teacher-parent conference day is a regular work day for all unit members.

8.1.3 **Changes to Work Schedule:** Changes to a bargaining unit member's work schedule can be made by mutual agreement between the immediate supervisor and bargaining unit member. Should the unit member not agree with the proposed work schedule change, the District and Association shall meet to discuss and attempt resolution considering the verifiable operational need of the District for the change versus the needs of the unit member. Should no resolution be achieved at this stage, the parties shall commence the collective bargaining process pursuant to the requirements of the California Government Code.

8.2 **WORK YEAR:** Regular twelve (12) month assignments: July 1 - June 30. Notification of the scheduling of the work year for unit members whose work year is less than twelve (12) months shall be provided to the unit member by his or her supervisor no later than May 15 of each year.

8.2.1 **Exceptions to Regular Work Year:** Instructional and Project Aides, Bus Drivers and Food Service Workers shall work the days of student attendance. Days worked before or after the regular student year will be compensated at the unit member's regular hourly rate. Leap year: 12 month employees will receive one additional day off in exchange for the February 29th extra day of work. Other exceptions may be approved by mutual agreement between the unit member and the District.

8.2.2 **Summer Employment:** Less-than-12-month regular employees not regularly scheduled to work during the months of June, July and/or August may submit, in writing, to the District a desire to work during the summer. Regular employees may be called to substitute for an employee on leave during the summer and will be paid as a substitute. The compensation for summer work which is the extension of the employee's regular work year shall be the same as during the regular work year, which includes, but is not limited to: salary, vacation accrual, sick leave usage and accrual.

8.2.3 **Additional Work:** To the extent known, the District will communicate the availability of extra work prior to summer or other breaks. Should the District need work performed during summer and other breaks, that is routinely and customarily performed by the bargaining unit, that work shall be first offered to qualified unit members at the unit member's regular rate of pay. Employees must indicate their interest in performing extra work by written notice to the human resources department prior to the summer or other break. If no qualified unit member has expressed an interest in the work, or no qualified bargaining unit

member is able or willing to perform the work, then the District may contract the work to a third party. If two or more unit members are qualified and willing to perform the work and have timely expressed an interest in doing the work, the unit member with the greatest District wide seniority shall be given the opportunity to perform the work.

8.3 **OVERTIME:** Overtime is ordered and authorized working time that is:

- in excess of 8 hours in one day, or
- in excess of 40 hours in one week, or
- on the 6th consecutive work day if the regular average work day is 4 hours or more, or
- on the 7th consecutive work day for all employees.

8.3.1 **Compensation for Overtime:** The rate for overtime shall be one and one-half times the unit member's regular hourly rate.

8.3.2 **Authorization of Overtime:** Overtime must be authorized by the Superintendent or designated supervisory management. The authorization must be given in advance of the time worked whenever practicable.

8.3.3 **Assigning of Overtime:** Overtime opportunities shall be offered as equally as is practical among available qualified unit members in each department work site.

8.3.4 **Overtime-Right of Refusal:** A unit member may refuse overtime work, except that when the needs of the District warrant, the supervisor may direct the unit member to work overtime. The needs of the District shall be defined by the supervisor. The supervisor shall attempt to identify unit members desiring to work overtime before directing a unit member to work overtime.

8.3.5 **Compensation for Extended Field Trips:** On an extended trip, the driver or drivers shall be paid for eight hours of regular work at the regular rate of pay, plus all assigned extra time at the overtime rate to a maximum of eight additional hours. The driver shall be notified of all assigned extra time prior to the commencement of the trip except for emergency assignments.

8.3.6 **Compensatory Time Off:** Compensatory time is defined as time off taken in-lieu of overtime payment. Compensatory time earned shall equal the overtime rate (i.e., 1-1/2 times the overtime served). An employee may request Compensatory Time Off ("CTO") in lieu of pay for overtime work. The date(s) and time(s) to use CTO shall be approved in advance by the employee's supervisor. Management will be directed to ensure that as much CTO as possible is taken off prior to June 30 of each fiscal year. If CTO time remains at the end of the fiscal year, one of two options shall be implemented:

8.3.7 At the request of the employee, the employee shall be allowed to carry over two days of CTO time to the subsequent school year. The employee shall be paid for any CTO time in excess of the two days.

8.3.8 If the employee does not request to carry over the two days to Payroll by June 1, the employee shall be paid for all accumulated and unused CTO time.

8.4 TEMPORARY ASSIGNMENT TO A HIGHER CLASSIFICATION AND/OR OUT OF CLASS DUTY PAY

A) Unit members assigned to perform duties in a higher classification for more than three (3) workdays within a fifteen (15) calendar day period shall be paid for the entire period at the higher of:

- Step 1 of the higher classification on the classified salary schedule, or
- One range above their current classification, same step.

B) Assignments must be pre-approved and documented in writing by a district administrator or direct supervisor. Undocumented assignments are not eligible for additional pay. Unit members shall not be required to fulfill out of class duties that have not been first directed and pre-approved in writing.

C) Timesheet-Based Exceptions:
In limited cases (e.g., an instructional aide temporarily fills in for a SPED aide or a clerk performing registrar duties due to an absence), employees may be paid for actual hours worked in the higher classification. These assignments also require written approval.

D) Incidental Duties:
This provision does not apply to occasional tasks that fall under reasonable "other duties as assigned" nor incidental or infrequent tasks that arise in the normal course of operations when such actions are necessary to maintain student safety and the continuity of school operations.

E) Work / Duties Outside the Classified Bargaining Unit:
Employees shall not be required to perform certificated or administrative duties. If such work is assigned, they may decline and notify HR in writing within 30 calendar days, including:

- A description of the duties,
- Why they fall outside the classified role,
- The employee's signature.

If the unit member accepts the assignment, the District will work collaboratively with the employee. This process is intended to prevent inappropriate assignments. Compensation can not exceed 20% of that employee's base salary paid to the employee for the duration of the outside of classified duty assignment.

8.5 LUNCH PERIODS: Unit members shall be entitled to an unpaid, uninterrupted lunch period after the unit member has been on duty for more than four (4) hours. The length of time for such lunch period shall be for a period of no longer than one (1) hour nor less than one-half (½) hour and shall be scheduled for full-time unit members at or about midpoint of each work shift. A unit member required to work during his or her assigned lunch period shall receive pay at the rate of time and one-half for all the time worked during the normal lunch period or be compensated by either being allowed to complete the remaining portion of the lunch period or permitted to leave the assigned work site early.

8.6 REST PERIOD: For each four (4) hour consecutive period worked, unit members shall be granted rest periods of fifteen (15) minutes which, insofar as practicable, shall be in the middle of each work period, and never during the first or last hour of the workday.

8.7 VOTING TIME OFF: If a unit member's work schedule is such that it does not allow sufficient time to vote in any federal, state, or local election in which the unit member is entitled to vote, the District shall arrange to allow sufficient time for such voting by the unit member.

8.8 SPLIT- SHIFT OR SHIFT DIFFERENTIAL: Full-time unit members or regular part-time unit members whose assigned shift contains one or more periods of unpaid time which exceeds two (2) hours, including the lunch period, or unit members whose shift begins after 2:00 p.m. shall be paid a five percent (5%) shift-differential premium.

8.9 CALL BACK TIME: A unit member called back to work after the end of the unit member's workday shall minimally receive pay for two (2) hours of work at the overtime rate.

8.10 CALL IN TIME: A unit member who is called in to work on a day when the employee was not scheduled to work shall receive pay at the appropriate rate for two hours of work or the actual time worked, whichever is greater.

8.11 SENIORITY: Seniority shall be defined as a unit member's first date of paid service in the District.

ARTICLE IX (9)
HOLIDAYS

9.1 **SCHEDULED HOLIDAYS:** The District agrees to provide unit members with the following paid holidays:

New Year's Day
Martin Luther King Day
Lincoln's Day - as designated on school calendar
Presidents' Day - as designated on school calendar
Memorial Day
Juneteenth- as designated on school calendar
Independence Day
Labor Day
Admissions Day - September 9 (or in lieu day as designated on the school calendar)
Veteran's Day
Thanksgiving Day and following Friday
Christmas Day and one additional day as designated on the school calendar

9.2 **ADDITIONAL HOLIDAYS:** Every day declared by the President or Governor of this state as a public fast, thanksgiving, or holiday for school employees, or any day legally declared a holiday by the Board of Trustees, shall be a paid holiday for all bargaining unit members.

9.3 **HOLIDAY ELIGIBILITY:** Except as otherwise provided in the Article, a unit member must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday. Unit members, who are not normally assigned to duty during the school holidays of December 25 and January 1 and the one additional day at Christmas time, shall be paid for those holidays provided they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

9.4 **WORK ON HOLIDAY:** Full- or regular part-time unit members assigned to work on paid holidays shall be compensated at the rate of two and one-half (2-1/2) times the regular hourly rate for hours worked.

9.5 **HOLIDAYS ON SATURDAY AND SUNDAY:** When a holiday falls on a Saturday the preceding workday not a holiday shall be deemed to be that holiday. When a holiday falls on a Sunday, the following workday shall be deemed to be that holiday. Exceptions to this may be authorized by the District or the official school calendar.

ARTICLE X (10)
VACATION

10.1 **ELIGIBILITY:** A unit member's entitlement to vacation shall be governed by this Article. Substitutes, short-term, and limited-term unit members shall not be entitled to vacation.

10.2 **FULL-TIME DEFINED:** A full-time unit member is a member who works eight (8) hours per day twelve (12) months per year.

10.3 **VACATION FOR FULL- TIME UNIT MEMBERS:** Full-time unit members shall be allotted paid vacation days on July 1st of each fiscal year as follows:

Number of Years of Continuous Service	Number of Paid Vacation Days Per Year
0-2	13
3-4	14
5-9	16
10-14 years	19
15-23 years	21
24-25 years	23
26 or more years	25

10.4 **VACATION PRORATION:** Vacation is prorated based on the number of days worked per year and the number of hours worked per day. Unit members who work less than twelve (12) months per year shall receive vacation on a pro rata basis based on the number of days the unit member works each year. In addition, the number of hours allotted to each vacation day shall be pro-rated if the unit member works less than eight (8) hours per day, based on the number of hours worked per day. (Example: a five (5) hour per day "DOSA, plus 10" unit member with 8 years of service receives 12.5 five (5) hour days per year or 62.5 hours/year. (DOSA is defined as Days of Student Attendance. There are 180 student attendance days. A DOSA plus 10-unit member's work year equals 202 days, composed of 190 work days, plus 12 holidays).

10.5 **BREAK IN SERVICE:** Vacation is allotted based on a unit member's continuous years of service to the District. If a unit member resigns, retires or is terminated and later is rehired by the District, his/her re-hire date will be used to calculate the unit member's years of service for purposes of vacation entitlement, if the break in service is greater than twelve (12) months from the date the employment relationship was terminated. A unit member who resigns, retires or is terminated and later is re-hired by the District will not receive credit for years of service prior to his/her reemployment by the District. However, a unit member whose employment is terminated due to a layoff will not incur a break in service for purposes of vacation accrual. A unit member who is laid off and later re-hired by the District will receive credit for years of service to the District prior to the layoff, and his/her original date of hire will be used to determine vacation allotment.

10.6 **VACATION FOR NEW UNIT MEMBERS:** Earned vacation will not become a vested right until a unit member works at least six (6) months. The Superintendent or designee will not approve any vacation use for unit members who have not worked at least six (6) months.

10.7 HOLIDAYS: When a holiday falls during the scheduled vacation of a unit member, such holiday shall not be counted as a vacation day.

10.8 VACATION USE: Except for unit members who have not yet worked for the District at least six (6) months, unit members may use their allotted vacation even though they have not yet earned it. Unit members earn their allotted vacation each month they work. Unit members are considered to work a complete month if they are in paid status for more than one-half the working days in the month. If unit members do not work a complete month, they will earn vacation on a weekly basis in an amount the District will determine based on the number of hours a unit member works per week.

10.9 VACATION SCHEDULING: Unit members shall request vacation at least ten (10) work days in advance. The District will attempt to grant a unit member's vacation requests, but reserves the right to deny any vacation request if it will disrupt the District's operations.

10.10 VACATION CARRYOVER: Vacation carryover entitlement is based on the number of days a unit member works per year.

a. Unit members who work 216 days (including holidays) per year or more and have earned, unused vacation days on June 30th in any fiscal year may carry up to ten (10) of these days into the next fiscal year. If a unit member has more than ten (10) earned, unused vacation days at the end of any fiscal year, the District shall compensate the unit member for those excess days at a rate equal to the unit member's daily rate of pay during the last payroll cycle in June of the fiscal year in which the unit member earned vacation days. These unit members shall be paid for their earned, unused vacation days in excess of ten (10) during each subsequent July.

b. Unit members who work less than 216 days (including holidays) per fiscal year shall be paid for all earned vacation as part of the unit member's regular pay each payroll cycle. These employees are not entitled to use vacation.

10.11 DISMISSAL OF EMPLOYMENT: If a unit member uses vacation that was not yet earned and the employee is terminated, the District will deduct the amount of salary that was paid for unearned vacation days from the unit member's final paycheck. If the employment is terminated after at least six (6) months of employment, the unit member will only be entitled to compensation for the vacation days he or she earned, plus any vacation days rolled over from the previous fiscal year. Because vacation does not vest until after six (6) months of employment, if the employee is terminated prior to six (6) months, there will be no vacation pay out. Any earned, unused vacation days will be paid at a rate equal to the unit member's daily rate of pay upon termination.

ARTICLE XI (11)
LEAVES

11.1 LEAVES: The benefits which are expressly provided by this Article are the sole leave benefits which are a part of this Agreement. It is agreed that other leave benefits which may be provided by law are not subject to Article XVII, Grievance Procedure.

11.1.1 **Balance Reflected on Paychecks:** Paychecks shall indicate accumulated sick leave and accrued vacation balances. Leave and vacation balances are dependent upon the employee submitted required absence information to the District.

11.1.2 **Break in Service:** Time spent on paid leave shall not count as a break in service. Other than military leave, time spent on unpaid leave of more than fifty (50) consecutive calendar days shall constitute a break in service. Time spent on an unpaid leave of fifty (50) or less days shall not be considered a break in service for the purposes of earning seniority in the cases of salary, vacation, longevity pay, or professional growth.

11.1.3 **Notice of Return:** At least two weeks prior to the end of any unpaid leave of thirty (30) or more calendar days, the unit member on leave must submit in writing to the Superintendent or designee notice of the unit member's intent to return to work. Failure on the part of the unit member to provide such timely notice may result in discipline, up to and including termination of employment as provided by the Discipline Article of this Agreement.

11.1.4 **Immediate Family Member Defined:** For purposes of this Article, Immediate Family includes any of the following:

a. Employee's child, including biological, adopted or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis
b. Employee's spouse or registered domestic partner
c. Employee's parent or the parent of an employee's spouse or registered domestic partner, including a biological, adoptive, or foster parent, stepparent, or legal guardian, or a person who stood in loco parentis when the employee was a minor child
d. Employee's Sibling
e. Employee's Grandparent

11.2 SICK LEAVE

11.2.1 **Entitlement:** Full-time unit members employed for twelve (12) months a year shall accrue paid sick leave at the rate of twelve (12) days (i.e., 96 hours) per fiscal year. Full-time unit members employed for eleven (11) months a year shall accrue paid sick leave at the rate of eleven (11) days (i.e., 88 hours) per fiscal year. Full time unit members employed for ten (10) months a year shall accrue paid sick leave at the rate of ten (10) days (i.e., 80 hours) per fiscal year. "Full-time" as used in this section means employees who work eight (8) hours a day or forty (40) hours a week. An employee who works less than a full-time assignment shall be granted paid sick leave in proportion to the assigned hours of work, but in no circumstance shall any employee receive less than twenty-four (24) hours of sick leave per fiscal year. For example, an employee working six

(6) hours per day for five (5) days per week for ten (10) months per year is entitled to accrue 60 hours of sick leave per fiscal year (i.e., 75% of 96 hours is 72 hours, subtracting two months of sick leave accrual, which is 12 hours, equals 60 hours).

11.2.2 **Annual Crediting of Sick Leave:** Each July 1, every employee shall receive a sick leave allotment credit equal to the employee's sick leave entitlement for the fiscal year. An employee may use such sick leave at any time during the fiscal year, even if credit for sick leave has not yet been accrued. An employee who does not complete a given year of service shall have deducted from his or her final paycheck any unearned sick leave used as of the date of separation from employment. The amount deducted shall equal the employee's daily rate of pay times the number of sick leave days used but unearned as of the effective date of separation from employment. An employee is not entitled to a payout of earned, unused days of sick leave upon separation from employment.

11.2.3 **Minimum Increments/Accumulations:** Sick leave shall be taken in a minimum increment of fifteen (15) minutes. Unused days of sick leave shall be accumulated from year to year without limitation. The employee shall enter their absence in the District's electronic absence reporting system, or coordinate with their supervisor to ensure the system is updated to reflect their absence.

11.2.4 **Purpose:** Sick leave may be used for any of the following reasons:

a. The employee's personal injury or illness, regardless of whether or not the cause of the injury or illness arises out of or in the course of employment.
b. An injury or illness of an Immediate Family member, as defined in section 11.2.4, in accordance with Labor Code sections 233 and 246.5.
c. A female employee's absence due to pregnancy, miscarriage, childbirth and recovery. Sick leave usage for this purpose shall not be used for child care, child rearing, or preparation for child rearing, but shall be limited to the causes set forth above. The length of the leave, including the date on which the leave shall commence and the date on which the employee shall resume duties shall be determined by the employee's medical specialist. The employee shall be entitled to return to a position in the same classification held at the time the leave commenced.
d. Medical and dental appointments of an employee or an employee's Immediate Family member, in accordance with Labor Code sections 233 or 246.5.
e. An employee may use sick leave when quarantined by the County Health Department because of another person's illness.
f. Employees who are victims of domestic violence, sexual assault or stalking may take sick leave in order to obtain medical care or legal assistance.
g. Reproductive Loss Leave: A unit member shall be granted up to five (5) days of leave of absence on account of a reproduction loss event, in accordance with applicable law. "Reproductive loss event" means a failed adoption, failed surrogacy, miscarriage, stillbirth, or unsuccessful assisted reproduction. The reproductive loss event applies to any person who would have been a parent as a result of the unsuccessful adoption, surrogacy, assisted reproduction, or pregnancy.

Such leave shall be taken within three (3) months of the reproductive loss event and shall not exceed the maximum amount permitted by law. Bargaining unit members may use sick leave if available for purposes of this leave. A bargaining unit member may utilize accrued sick leave for purposes of Reproductive Loss Leave. The leave shall otherwise be unpaid unless the unit member elects to use accrued paid leave.

h. Any other purpose required by state or federal law.

11.2.5 **Baby Bonding Leave:** Qualified unit members may choose to take up to twelve (12) work weeks of baby bonding leave under the California Family Rights Act ("CFRA"). This leave may be used within 12 months from the birth or placement. The District will comply with the provision of the CFRA in allowing unit members to apply sick leave and Extended Sick Leave towards baby bonding leave. Unit members shall not be permitted to use Extended Sick Leave towards their twelve (12) workweeks of baby bonding leave until all sick leave any other accrued paid leaves are exhausted

11.2.6 **Notice and Verification Requirements**

a. **Notice:** Any time an employee will be absent for use of sick leave, the employee shall provide notice to the District in advance, if possible. The employee shall notify the District by calling their supervisor and providing notice of their absence through the District's electronic absence recording system as soon as possible but no later than two (2) hours in advance of the employee's start time.

b.**Verification by Medical Practitioner:** The Superintendent or designee may require written verification by the employee's physician, chiropractor, psychologist, physician's assistant, or nurse practitioner whenever: (a) an employee has been absent for illness or injury for five (5) days or more; (b) whenever the employee's absence record shows chronic absenteeism or a pattern of absences immediately before or after weekends or holidays; (c) whenever substantial evidence indicates that an absence may not be related to illness or injury; or (d) whenever additional medical information would be helpful to determine if an employee is disabled or to determine reasonable accommodations for an employee as required by law.

c.**Second and Third Opinion:** If the District doubts the validity of any written verification provided, the District may require the employee to obtain a second opinion from a health care provider selected by the District. In this instance, all costs not covered by the employee's insurance shall be paid by the District so that the additional opinion is obtained at District expense. If the second opinion is contrary to the first, the District may require the employee to obtain a third medical opinion from a third health care provider approved by both the employee and the District. In this instance, all costs not covered by the employee's insurance shall be paid by the District so that the additional opinion is obtained at District expense. The third medical opinion shall be conclusive.

d.**Absence of Ten Days or More:** In those cases, where an employee is aware that an absence will be needed for ten (10) consecutive work days or more, the employee shall notify his/her immediate supervisor of the need for extended sick leave and shall provide the District with a statement from the employee's health care provider confirming an estimate of the anticipated length of absence. Before returning to work, a unit member who has been absent for surgery, medical procedures or other medical

reasons for ten (10) consecutive work days or more shall submit a verification from his/her physician stating that he/she is able to return to work.

e. **Victims of Domestic Violence:** Victims of domestic violence who utilize sick leave shall give reasonable notice to his/her immediate supervisor, unless advance notice is not feasible. When an unscheduled absence occurs for these reasons, the unit member shall provide sufficient certification of the absence from the police, a court order, or verification from a medical professional, domestic violence advocate or counselor.

11.3 INDUSTRIAL INJURY OR ILLNESS LEAVE

Purpose: Industrial Accident and Illness Leave shall be granted for illness and injury that occurs within the course and scope of an employee's assigned duties. Unit members are covered by Workers' Compensation Insurance for any injury or illness arising out of, and in the course of, their employment. An employee who has sustained a job related illness or injury shall report the illness or injury to the District office on the appropriate District form within twenty-four (24) hours. In order to qualify for Industrial Accident or Illness Leave, a workers' compensation claim must be filed and accepted by the District's workers' compensation carrier. If a workers' compensation claim is denied, there shall be no entitlement to Industrial Injury or Illness Leave. If Industrial Injury or Illness Leave is credited and then a workers' compensation claim is denied, the unit member's leave account balance will be updated and any overpayments made to the unit member will be deducted from the member's future paychecks.

11.3.2 Entitlement & Use Requirements

a. Industrial Accident and Illness Leave shall not be for more than sixty (60) working days in any one fiscal year for the same accident or illness. An employee must have worked for the District at least one (1) year, or twelve (12) calendar months, before being eligible for Industrial Accident and Illness Leave.
b. Industrial Accident and Illness Leave shall not be accumulated from year to year.
c. Industrial Accident and Illness Leave shall commence on the first day of absence.
d. Industrial Accident and Illness Leave shall be reduced by one (1) day for authorized absences regardless of the length of an employee's absence or whether a temporary disability indemnity payment has been awarded. The employee shall enter their absence in the District's electronic absence reporting system, or coordinate with their supervisor to ensure the system is updated to reflect their absence.
e. When an Industrial Accident and 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.
f. During any Industrial Accident and Illness Leave or other paid leave of absence, the employee shall endorse to the District the temporary disability indemnity checks received on account of his/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 payment, if any, actually paid to and retained by the employee for periods covered by such salary warrants. At no time shall an employee's total payment exceed his/her regular salary.

11.3.3 Notice, Verification & Return to Service: The provisions of section 11.2.6 shall apply to Industrial Illness or Injury Leave.

Entitlement to Other Leaves: When an employee has exhausted his/her Industrial Accident and Illness Leave and remains medically unable to return to work, the employee may use Sick Leave, Extended Illness Leave, and any other unused paid leave to remain in full paid status (e.g. an employee could receive 2/3rds pay from workers compensation and 1/3rd pay by using some form of paid leave) so long as the employee does not earn more than his/her regular pay.. While using Sick Leave or Extended Illness Leave on account of his/her industrial accident or illness, the employee shall continue to endorse to the District any temporary disability indemnity checks the employee receives.

11.4 EXTENDED ILLNESS LEAVE

11.4.1 **Purpose:** After an employee exhausts industrial accident and illness leave, sick leave, compensatory time off, vacation and all other available paid leaves of absence, the employee is entitled to Extended Illness Leave for the employee's own illness or accident.

11.4.2 **Entitlement:** An employee shall receive 100 days of Extended Illness Leave per fiscal year during which the employee shall receive 50% of their regular pay regardless of whether a substitute is hired to fill their position.

11.4.3 **Minimum Increments/Accumulations:** Extended illness leave shall be taken in a minimum increment of fifteen (15) minutes. Extended Illness Leave shall not accumulate from year to year. The employee shall enter their absence in the District's electronic absence reporting system, or coordinate with their supervisor to ensure the system is updated to reflect their absence.

11.4.4 **Notice, Verification & Return to Service:** The provisions of section 11.2.6 shall apply to Extended Illness Leave.

11.5 PERSONAL NECESSITY LEAVE

11.5.1 **Purpose:** Personal Necessity Leave may be utilized for circumstances that are serious in nature, which cannot be expected to be disregarded, which necessitate immediate attention, and which cannot be dealt with during off-duty hours. Unused Personal Necessity Leave shall not accumulate from year to year.

11.5.2 **Entitlement:** A unit member may use up to seven (7) days of accumulated sick leave during each fiscal year for Personal Necessity Leave. Personal Necessity Leave shall be deducted from the unit member's sick leave balance, and may not exceed the amount of sick leave to which the unit member is entitled. Personal Necessity Leave shall not be used to take vacation, holidays or to participate in a work stoppage. Acceptable reasons for the use of Personal Necessity Leave are limited to the following:

a. The death of an Immediate Family member when the length of

leave exceeds the limits allowed by the Bereavement Leave Provisions.

b. To attend a funeral for a friend or family member.

c. An accident involving the employee's person or property, or the person or property of the unit member's Immediate Family.

d. Required court or administrative tribunal appearances as a litigant, party or witness under subpoena. If the appearance is as an agent of the District, deduction of leave will not be required.

e. Enrolling the unit member's child in a school or with a licensed child care provider, participating in the unit member's school or child care provider's activities or addressing the unit member's child's school or child care provider's emergency (limited to 40 hours per year and not more than 8 hours per month). [Note: Unit members may also use vacation or compensatory time off for these purposes as long as use of such time off still complies with the limits set forth above.

f. Employees may use up to four (4) days of Personal Necessity Leave without providing a reason. These will be known as "Personal Days." Requests for Personal Days must be made in advance with reasonable notice but shall not be used for work stoppage or any other unlawful purpose. In addition, the District retains the right to deny a request for Personal Day leave if the number of employees on leave will impair the District's ability to perform its normal operations. A denial of a Personal Day is not subject to the Grievance Procedures in Article XVII.

11.5.3 **Minimum Increments:** Personal Necessity leave shall be taken in a minimum increment of fifteen (15) minutes. The employee shall enter their absence in the District's electronic absence reporting system, or coordinate with their supervisor to ensure the system is updated to reflect their absence.

11.5.4 **Notice, Verification & Return to Service:** Whenever possible, unit members will seek prior approval of their immediate supervisor for use of Personal Necessity Leave. Upon the District's request, the employee shall provide verification supporting the use of Personal Necessity Leave, with the exception of the four (4) Personal Days. When the amount of Personal Necessity Leave needed is unknown at the outset of beginning such leave, unit members will advise their immediate supervisor of their expected date of return as soon as possible.

11.6 FAMILY CARE AND MEDICAL LEAVE (FMLA/CFRA)

11.6.1 An eligible employee shall be entitled up to twelve (12) work weeks of unpaid leave within a twelve (12) month period for family and medical reasons under the federal Family and Medical Leave Act ("FMLA") and the California Family Rights Act ("CFRA"). The FMLA and CFRA statutes and regulations shall govern the interpretation of this section.

11.6.2 An employee is eligible for FMLA and/or CFRA leave if he/she has been employed by the District for at least twelve (12) months and has served at least one thousand two hundred fifty (1250) hours over the previous twelve (12) months.

11.6.3 Unpaid FMLA and CFRA leave shall be available for the following purposes:

a. For the birth of the employee's child.
b. Placement of a child with an employee for adoption or foster care.
c. To care for the employee's child, spouse, or parent with a serious health condition.
d. For an employee's own serious health condition that keeps the employee from performing his/her job function.

11.6.4 FMLA and/or CFRA leave will run concurrently with other paid and unpaid leave if the reasons for the leave meet the leave requirements of law.

11.6.5 An employee may be required to provide medical certification whenever a serious health condition of the employee or his/her family member is the reason for the leave. A second or third medical opinion may be required regarding the employee's serious health condition at the District's expense.

11.6.6 Where advance notice is possible, an employee must provide thirty (30) days' advance written notice of the need for the leave. If the need for the leave is unforeseen, written notice must be given as soon as possible. Failure to provide advance written notice may delay the granting of this leave.

11.6.7 An employee eligible for health and welfare benefits under Article VII shall continue to receive such benefits while taking FMLA and/or CFRA leave under the same terms and conditions and co-payments that applied prior to the leave. If the employee fails to return from the leave for any reason, other than the recurrence or continuance of the serious health condition, the employee will be liable to the District for premiums paid for maintaining the employee's health coverage.

11.7 BEREAVEMENT LEAVE

11.7.1 **Purpose:** Bereavement Leave shall provide paid time off from work in the event of a death of a unit member's Immediate Family. Bereavement Leave is not deducted from sick leave.

11.7.2 **Entitlement:** Up to five (5) days of Bereavement Leave shall be granted to a unit member when an Immediate Family member dies. Any additional days requested for bereavement are subject to the provisions of section 11.5 "Personal Necessity Leave."

11.7.3 **Minimum Increments:** Bereavement leave shall be taken in a minimum increment of fifteen (15) minutes. The employee shall enter their absence in the District's electronic absence reporting system, or coordinate with their supervisor to ensure the system is updated to reflect their absence.

11.7.4 **Notice, Verification & Return to Service:** An employee shall notify their immediate supervisor as soon as possible of the need for Bereavement Leave and expected duration of their absence. If an employee's Bereavement Leave will be longer than expected, the employee shall provide notice as soon as possible of the date of their return to work. Upon the District's request, the employee shall provide additional verification supporting the use of Bereavement Leave.

11.8 JURY DUTY LEAVE

11.8.1 **Procedures**: A unit member called for Jury Duty Leave who is actually required to report for jury service shall submit a request for leave accompanied by the official court document to his/her immediate supervisor. If an employee receives a jury summons without actually performing jury service, they are not entitled to leave. The unit member shall present an official court summons for jury duty to his or her immediate supervisor upon receipt of such notice from the court. The unit member shall not volunteer for additional jury duty beyond the normal legal requirement.

11.8.2 **Compensation**: A unit member granted Jury Duty Leave shall be entitled to as many days of paid leave as are necessary for appearance on jury duty. Jury duty leave shall be granted regardless of the time of the employee's shift. If the unit member receives payment from the court for jury service (exclusive of meal, mileage and/or parking allowance), the unit member shall notify the District and such amount will be deducted from the employee's paycheck.

11.8.3 **Return to Service**: The unit member shall return to work the next working day following their dismissal from service on a jury. Immediately upon returning to work the employee shall enter their absence in the District's electronic absence reporting system, or coordinate with their supervisor to ensure the system is updated to reflect their absence. The employee shall provide, upon District request, additional verification supporting the use of Jury Duty Leave. If the employee has received juror duty fees from the court those fees shall be remitted to the District.

11.9 ADOPTION LEAVE: A unit member who is adopting a child shall be entitled to three (3) workdays of paid leave for the purpose of processing the adoption. Such leave shall run concurrently with unpaid FMLA/CFRA leave if FMLA/CFRA leave is taken pursuant under section 11.6.

11.10 UNPAID HEALTH LEAVE: After exhaustion of all available paid and unpaid leaves of absence provided under this Article for a unit member's own illness or injury, the District's Governing Board may grant an unpaid leave of absence up to six (6) calendar months. At the Governing Board's discretion, such leave may extend for two additional six (6) month periods. The total leave granted under this section shall not exceed eighteen (18) months. During Unpaid Health Leave, the unit member shall not accrue sick leave or vacation and shall not be entitled to health and welfare benefits under Article 7, unless otherwise required by law. At the end of the Unpaid Health Leave, if the unit member is unable to return to duty the unit member shall be placed on a reemployment list. Such leave shall run concurrently with unpaid FMLA/CFRA leave if FMLA/CFRA leave is taken pursuant under section 11.6.

11.11 LEAVE WITHOUT PAY DURING PREGNANCY AND CHILD REARING: After exhausting all other paid and unpaid leave in this Article, additional unpaid leave up to twelve (12) consecutive months in connection with a unit member's own pregnancy or for child rearing may be granted to a unit member in the District's sole discretion. The District shall take into account scheduling and replacement problems related to granting such leave. The unit member shall request such leave in writing submitted to Human

Resources as soon as practicable, but not less than thirty (30) workdays prior to the date on which the leave is to begin. The request shall include a statement as to the date the unit member wishes to begin and end the leave without pay. An extension of this leave may be granted up to a second twelve (12) consecutive month period. During leave taken under this section, the unit member shall not be entitled to health and welfare benefits provided under Article 7, nor shall a unit member accrue sick leave or vacation. Leave taken under this section shall not count towards credit for permanent employee status or towards credit for a promotional probationary period. Retirement credit for such leave is subject to the requirements of law. If the unit member chooses to return to work earlier than expected under this section, the unit member shall notify the District at least thirty (30) days in advance. The unit member shall be returned to work as soon as a vacancy for which the unit member is qualified (subject first to the rights of current working employees under Article 12 and laid off employees) or the end of the originally scheduled leave, whichever is earlier. The District's decision to grant leave under this section shall not be subject to the Grievance Procedures in Article 17. Such leave shall run concurrently with unpaid FMLA/CFRA leave if FMLA/CFRA leave is taken pursuant under section 11.6.

11.12 MILITARY LEAVE: Unit members shall be granted any military leave to which they are entitled as a matter of law. Unit members shall be required to request military leave in writing submitted to Human Resources and, upon request, to supply the District with related military orders and status reports. A unit member who has been employed by the District for one (1) calendar year or more shall receive their full usual pay for the first thirty (30) days of required military service as provided by Education Code section 45059.

11.13 VOLUNTEER COACHING LEAVE: Bargaining unit members that volunteer and are serving as athletic coaches and who are required to be with their teams during regular games away from the District shall be entitled to paid coaching leave for the amount of time agreed upon by the unit member and their supervisor. The employee and his/her supervisor will agree, in writing on a District approved form, on dates and times for coaching leave prior to the commencement of each sport's season. Unit members shall enter their absences into the District's electronic absence tracking system.

11.14 OTHER LEAVES WITHOUT PAY: After exhausting all other paid and unpaid leave in this Article, unit members may request additional unpaid leave not to exceed five (5) workdays, subject to the Superintendent's approval. Nothing in this section requires the Superintendent to grant such request. During leave taken under this section, the unit member shall not be entitled to health and welfare benefits provided under Article 7, nor shall the unit member accrue sick leave or vacation. Leave taken under this section shall not count towards credit for permanent employee status or towards credit for a promotional probationary period. Retirement credit for such leave is subject to the requirements of law. The Superintendent's decision to grant leave under this section shall not be subject to the Grievance Procedures in Article 17.

11.15 UNAUTHORIZED ABSENCES AND MISUSE OF LEAVE TIME: Employees are to report to work and perform their duties unless absent as authorized by state law or under the provisions of this Agreement. Any other absence is an unauthorized

absence. The Board will deduct pay for each unauthorized absence. Unauthorized absences shall also be grounds for discipline in accordance with established policies and law.

11.16 CATASTROPHIC LEAVE BANK PROGRAM

A. Purpose

The catastrophic leave program is designed to address the needs of a unit member who has been incapacitated and who has exhausted all paid leaves (e.g. sick leave, extended sick leave, vacation, industrial illness and accident (if applicable)). This catastrophic leave program is intended for exceptional cases, and is not to be considered or treated as a routine extension of paid status for those who have, by previous absences, used up their paid leaves.

B. Terms

1. "Catastrophic illness" or "injury" means an illness or injury that is expected to incapacitate the unit member for an extended period of time, or that incapacitates a member of the unit member immediate family and requires the unit member to take time off from work for an extended period of time to care for that family member and taking the extended time off work creates a financial hardship for the employee because the unit member has exhausted all paid leaves.

2. "Family member" means the spouse, registered domestic partner, parent, spouse's parent, registered domestic partner's parent, children, children's spouses, or any person living in the receiving unit member household as a dependent of the receiving employee.

3. On a case-by-case basis, a permanent classified unit member of the District may donate up to five (5) days of unused, accumulated sick leave.

4. One "day" is defined as the employee's assigned number of hours.

5. "Eligible leave credits" means sick leave unused accrued to the donating unit member. Such credits may be donated to a unit member for a catastrophic illness or injury if all the following requirements are met:

- The unit member, or eligible family member, is suffering from a catastrophic illness or injury requests that eligible leave credits be donated and provides written reasonable verification of catastrophic illness or injury to the District.
- The recipient unit member has exhausted all accrued paid leaves of any nature.
- The recipient unit member shall utilize donated sick leave in the order donations are received. If the donated balance is exhausted, the District or the Association may request an

opportunity to circulate a second and final request for a leave donation.

- The donating unit member must, after each donation, retain a minimum of ten (10) days of accrued, unused sick leave.

6. Unit members who qualify and desire this benefit shall submit to the Personnel Department/District Office, on a District form, a request for donated sick leave days, which shall include a verification of the catastrophic illness or injury by means of a letter dated and signed by the treating medical practitioner, indicating the incapacitating nature and probable duration of the illness/injury. Upon receipt of the request and verification in the Personnel Department/District Office, the Association shall be allowed to circulate a request among classified unit members for sick leave donations, which must be submitted to the Personnel Department/District Office in writing. The District shall not be required to circulate the request.

7. The recipient unit member shall utilize donated sick leave in the order donations are received.

8. The recipient unit member may not use more than forty (40) consecutive days of catastrophic leave for the same illness or injury.

9. Catastrophic Leave shall be taken in full-day increments.

10. Donated, unused sick leave shall be transferred to the recipient unit member for future use.

11. A unit member who receives catastrophic leave shall use any paid leave accrued on a monthly basis while on catastrophic leave prior to using donated sick leave.

ARTICLE XII (12)
TRANSFERS AND PROMOTIONS

12.1 TRANSFER DEFINED: A transfer is defined as a change in assignment from one work site to another (school site).

12.2 VOLUNTARY TRANSFER: Unit members shall have the right to request a transfer. This should be done in writing and sent to the Superintendent's Office.

12.3 INVOLUNTARY TRANSFER: The District reserves the right to change unit members' job assignment from one school site to another. The unit member will be notified in writing not less than 5 days in advance of a transfer and given an opportunity to express his or her views on the proposed transfer. Upon request of the employee, the reason(s) for the transfer shall be committed to writing and placed in the personnel file. The final decision shall rest with the District.

12.4 PROMOTION DEFINED: A promotion is a raise in salary due to placement in a higher position classification (Range).

12.5 CONSIDERATION: After announcement of a position vacancy and prior to job vacancy notices being advertised outside of the District, unit members shall be given consideration in filling any job vacancy within the bargaining unit which can be considered a promotion. Consideration shall be given to all unit members who apply for a vacancy if they meet the established qualifications for the vacancy. Any unit member who applies for such a position may be given the opportunity to be tested (where applicable) and interviewed. If a unit member has a question about the interview process, that unit member may request a meeting with Human Resources. The District may determine that a current unit member(s) is/are not sufficiently qualified for the vacant position and choose to advertise the position outside.
Unit members shall be given consideration in filling any job vacancy within the bargaining unit which would result in an extension of regular hours of employment. Consideration (as defined above in 12.5) will be given to all unit members who apply for a vacancy if they meet the established qualifications for the vacancy. The District may determine that a current unit member(s) is/are not sufficiently qualified for the vacant position and choose to advertise the position.

12.6 POSTING NOTICES: Notice of all job vacancies within the bargaining unit shall be posted on bulletin boards at the Districts' work sites and emailed to all classified unit members. The job vacancy notice shall remain posted for a period of five (5) full working days, during which time unit members may file for the vacancy. Any unit member who is on leave or layoff during the period of the posting shall be emailed a copy of the notice on the date the position is posted. If requested the notice shall be sent by First Class Mail.

12.7 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 assigned 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.

12.8 FILING: Any unit member may file for the vacancy by submitting a written notice to the Superintendent or designee within the filing period. Any unit member on leave or vacation may authorize his or her Association representative to file on the unit member's behalf.

12.9 VACANT POSITIONS: Any bargaining unit position that becomes vacant shall either be staffed via a recruitment/hiring process or the District shall notify the Association of its intent to not fill the position and/or reduce its hours/workdays. The decision to reduce any bargaining unit position is negotiable upon notice of the Association to the District that it intends to negotiate the decision to reduce a bargaining unit position.

12.10 RESERVE BUS DRIVER TRAINING PROGRAM: The District desires to allow current unit members employed as Grounds Workers, Maintenance Workers, Custodians, Van Driver/Utility Worker I and Van Driver/Utility Worker II positions to obtain bus driver licenses to serve as Reserve Bus Drivers and be eligible to promote into a higher work classification.

The District shall pay for all required tests and license costs. The District would allow release time or pay the unit member's hourly pay rate if testing work is required outside of the duty day. Participating employees shall coordinate their training and testing with the District, provide advance notice of requested release times, and endeavor to obtain the required licenses as soon as feasible. Upon successful completion and presentation of a lawful and valid bus driver's license and certificate, such employees shall be eligible to apply for a promotion.

Grounds workers who obtain a valid bus driver's license and certificate may apply for a position as Grounds Worker/Reserve Bus Driver. Maintenance Workers who obtain a valid bus driver's license and certificate may apply for a position as Maintenance Worker/Reserve Bus Driver. Custodians who obtain a valid bus driver's license and certificate may apply for a position as Custodian/Reserve Bus Drive. Van Driver/Utility Worker I employees who obtain a valid bus driver's license and certificate may apply for a position as a Van Driver Utility Worker I/Reserve Bus Driver. Van Driver/Utility Worker II employees who obtain a valid bus driver's license and certificate may apply for a position as a Van Driver/Utility Worker II/Reserve Bus Driver.

If a current employee promotes into the higher position with reserve bus driving duties, the District shall not be obligated to fill the vacated position.

12.11 BUS DRIVER INTERNS: If the District has a bus driver vacancy but does not hire a fully qualified bus driver, the District may hire Bus Driver Interns who shall endeavor to obtain all required licenses and certificates to serve as bus drivers. Bus Driver Interns shall perform the duties of the position of Van Driver/Utility Worker I while completing their licensure. The District shall pay for all required tests and license costs. The District would allow release time or pay the unit member's hourly pay rate if testing work is required outside of the duty day. Interns shall coordinate their training and testing with the District, provide advance notice of requested release times, and endeavor to obtain the required license within six (6) months of their hire date. Upon successful completion and presentation of a lawful and valid bus driver's license and certificate, such employees shall be employed as Bus Driver/Utility Worker. If an Intern becomes a Bus Driver/Utility Worker, the District shall not be obligated to fill the vacated intern position.

ARTICLE XIII (13)
SAFETY CONDITIONS OF EMPLOYMENT

13.1 CAL/OSHA: The requirements for safe working conditions are established and maintained under the California Occupational Safety and Health Act of 1973 (CAL/OSHA). Enforcement and rules making authority is lodged with the Department of Industrial Relations. The Division of Industrial Safety has jurisdiction for inspection and the enforcement of standards; therefore, any disputes arising relating to CAL/OSHA requirements are exempted from the grievance process.

13.2 REPORT OF INCIDENT: Should a unit member be attacked, assaulted, or menaced by any person in the course of employment, the unit member shall report the incident to the immediate supervisor who shall promptly report the incident to the local law enforcement agency and the Superintendent. The District shall comply with any

reasonable request by the unit member involved for information in its possession relating to the incident and the persons involved.

13.3 REPORT OF COMPLAINT: Any citizen or parent complaint about a unit member shall be reported immediately to the unit member in writing by the supervisor receiving the complaint, unless the complaint involves an allegation that the unit member has committed an unlawful act.

ARTICLE XIV (14)
PROFESSIONAL GROWTH

14.1 PURPOSE: The purpose of Professional Growth shall be to maintain a high standard of service by the classified staff, to provide training for unit members to gain new skills and abilities, and to broaden their opportunities for promotion into higher classifications.

14.2 ELIGIBILITY: All permanent unit members are eligible to enter the professional growth program. Staff that are considered probationary must wait until they gain permanent status before receiving a stipend.

14.3 Degree / Certificate Stipend

The Coast Unified School District recognizes the valuable contribution our classified unit members make to their job and the professionalism they bring to our organization. As an educational agency, it is important to encourage and recognize the formal education unit members bring to their job. Listed below are the stipend program guidelines for classified staff. The district will provide an annual stipend to employees who provide proof of a degree or speciality certificate as follows:

14.3.1 The district will provide an annual stipend to employees who provide proof of a degree or speciality certificate as follows. The application for this degree or specialty certificate / license stipend is attached as Appendix D):

14.3.1a: Specialty Certificate: Employees with a specialty certificate may receive an ongoing, annual stipend of $250, prorated based on the application for certificate stipend.

14.3.1b: Associate's Degree: Employees with an Associates Degree (AA, AS, etc.) shall receive an ongoing, annual stipend of $*350*.

14.3.1c: Bachelor's Degree: Employees with a Bachelor's Degree (BA, BS, etc.) shall receive an ongoing, annual stipend of $500

14.3.1d: Master's Degree or higher: Employees with a Master's Degree (MA, MS, etc.) or higher shall receive an ongoing, annual stipend of $750.

14.3.2 All stipends will be prorated for the remaining days of the unit member's contract year if submitted after June 30. For submissions prior to June 30, the stipend will be paid out equally based on the unit member's contract.

14.3.3 Units for a degree stipend must be from an accredited public or private community college, college, state university, or university. *This provision does not apply to specialty certificate or license stipends.*

14.3.4 Employer paid classes that qualify for college credit cannot be used toward stipend.

14.3.5 Unit members anticipating completion of degree or certificate requirements must notify the Superintendent's Office by June 30, to be eligible for the stipend commencing with the next fiscal year. Unit member is responsible for submission and verification of earned degree or certificate to receive the full stipend. Ten, eleven, and twelve month permanent employees who qualify for the stipend will be paid the full annual stipend amount.

14.3.6 For employees new to the district, certificate/degree stipends will be processed as part of the hiring process and will begin once transcripts are received, the staff member attains permanent status, and will be prorated.

14.3.7 Limit one stipend annually for the specialty certificate or highest degree earned.

14.3.8 Specialty Certificate/Degree Stipend Schedule

	Certificate	AA/AS	BA/BS	MA/MS or higher
Stipend	$250	$*350*	$500	$750

ARTICLE XV (15)
PERSONNEL FILE AND EVALUATION

15.1 PERSONNEL FILES: The personnel file of each unit member shall be maintained at the District Office.

15.2 COPIES OF DEROGATORY MATERIAL: Unit members shall be provided with copies of any derogatory written material before it is placed in the unit member's personnel file. The unit member shall be given an opportunity during normal working hours and without loss of pay to initial and date the material and to prepare a written response to such material within ten (10) work days. The written response shall be attached to the material.

15.3 RIGHT TO EXAMINE: A unit member shall have the right at any reasonable time without loss of pay to examine and/or obtain copies of any material from his or her personnel file with the exception of material that includes ratings, reports, or records which were obtained prior to the employment of the unit member involved.

15.4 CONFIDENTIALITY: All personnel files shall be kept in confidence and shall be available for inspection when actually necessary in the proper administration of the District's affairs or the supervision of the unit member. Other than the Superintendent, his or her secretary, or the unit member's supervisor, the District shall keep a log

indicating the persons who have examined a personnel file as well as the date such examinations were made. Such log and the unit member's personnel file shall be available for examination by the unit member or his or her Association representative, if authorized, in writing by the unit member. The log shall be maintained in the unit member's personnel file.

15.5 SIGNATURE: Any person who places material in a unit member's personnel file shall sign the material and indicate the date of placement into the file.

15.6 RIGHT TO REVIEW: Materials in personnel files of bargaining unit members which may serve as a basis for affecting employment status are to be made available for inspection by the employee. Requests for review of such materials must be made pursuant to Section 15.3 of this Article. A unit member may not inspect ratings, reports or records which were obtained prior to the employment of the individual or were prepared by during the interview process for an initial or promotional position.

15.7 PROBATIONARY PERIOD

15.7.1 Newly employed unit members shall serve a probationary period of six (6) months or one hundred thirty days of paid service, whichever is longer.

15.7.2 Permanent unit members who are promoted shall serve a conditional promotional period of nine (9) months; however, by mutual agreement between the District and the promoted employee, this conditional period may be extended an additional three (3) months. This conditional promotional period shall be calculated from the employee's first date of paid service in the promotional position. During this period, the promoted employee may, at the District's sole discretion, be released from the promotional position and, if released, shall have the right to return to his/her prior position. During this conditional probationary period, the promoted employee shall also have the right, upon sixty (60) calendar days' prior written notice to the District, to be released from their promotional position so that they can return to their prior position.

15.8 EVALUATION PURPOSES AND PRINCIPLES: Performance evaluation is of prime importance to the employee and the evaluator and should serve the following purposes: (a) dictate level at which the employee is perceived as functioning, (b) identify employee strengths and weaknesses, (c) give recognition for good work, (d) identify areas where growth or improvement are needed and indicate how to do so, and (e) provide a written basis for permanency, promotion or other personnel action.

15.8.1 **Schedule:** To the extent feasible, unit members shall be evaluated in accordance with the following schedule; however, nothing in this Agreement shall prevent the District from evaluating a unit member more often than is required by this Agreement.

15.8.1.1 Probationary employees: normally prior to the end of the fifth and eleventh month.

15.8.1.2 Permanent employees in the conditional promotional period: normally during the fifth month after the promotion.

15.8.1.3 Permanent employees: once each year between March 1 and June 30.

15.8.2 **Procedures to be followed:** Performance reports shall be made on forms prescribed by the District. Evaluations should be preceded by observation.

Evaluations should be based upon observation and direct knowledge, and not upon unsubstantiated charges or rumors. No evaluation shall be based upon derogatory written materials where the unit member has not previously been given notice and opportunity to review and comment on, and have such comments attached to the material.

15.8.2.1 The immediate supervisor shall prepare the written performance evaluation report and discuss it with the unit member. Both the immediate supervisor and the unit member will sign the evaluation. Signature of the unit member means only that the unit member has received a copy of the evaluation. The unit member may submit written comments for attachment to the evaluation.

15.8.2.2 Copies of the evaluation together with any attachments will be distributed as follows: one copy to the unit member; one copy to the District Office/personnel file; one copy to the evaluator.

15.8.2.3 If any category on the performance report of an employee is rated lower than "meets standard," the following will be included on the evaluation or in a separate document: (a) statement of the problem or concern, (b) the desired improvement, (c) suggestions as to how to improve, and (d) provisions for assisting the unit member.

15.8.2.4 If the unit member disagrees with their evaluation, they may, within ten (10) work days, request a review of the evaluation with the Superintendent. The decision of the Superintendent will be issued in writing within ten (10) work days and attached to the employee's evaluation. Unit members may grieve an alleged failure to follow required evaluation procedures but may not grieve the content of any evaluation.

ARTICLE XVI (16)
DISCIPLINARY ACTION AND DISMISSAL PROCEDURES

16.1 DEFINITIONS

1."Disciplinary action" includes any action whereby an employee is deprived of any classification or any incident of any classification in which he/she has permanence, including dismissal, suspension, demotion, or any reassignment to a lower classification without the employee's consent, except a layoff for lack of work or lack of funds.

2."Suspension" means temporary removal of any employee from his/her position with loss of pay as a disciplinary measure.

3."Demotion" means a District-initiated movement of an employee from a classification of higher range to a classification of a lower range without the employee's written consent.

4."Dismissal" means a severance of the employment.

16.2 CAUSES

1. Discipline shall only be imposed on bargaining unit members for just cause. Just cause for disciplinary action includes, but is not limited to, the following:

2. Incompetency, inefficiency, lack of ability, or failure to adequately perform job duties.

3. Inability to work with others to the detriment of the District.

4. Carelessness or negligence in the performance of job duties or in the care or use of the District's property or property belonging to the District's employees, pupils or visitors.

5. Waste of the District's supplies, equipment or resources.

6. Theft or misappropriation of property belonging to the District, the District's employees, pupils, or visitors.

7. Repeated tardiness, absence without qualifying available leave, or abandonment of position (i.e. failure to report to work and the failure to notify the District of a legitimate reason for the employee's absence for three (3) or more consecutive workdays).

8. Insubordination, including, but not limited to, a violation of any lawful directive by a supervisor.

9. Discourteous, offensive, or abusive conduct or language toward other employees, pupils, or the public.

10. Failure to maintain licenses, certificates, or proficiencies required by law, District policy, or the position's job description.

11. Inability to perform the essential functions of the position with or without reasonable accommodations.

12. Fraud or dishonesty.

13. Falsifying any information supplied to the District, including, but not limited to, application forms or employment records, or falsifying any District records.

14. Immoral conduct which interferes with the employee's ability to function effectively as the District's employee.

15. Inappropriately socializing with or dating a pupil of any age, including students who are eighteen or older.

16. Offering of anything of value or offering any service in exchange for special treatment in connection with the employee's position or accepting anything of value or any service in exchange for granting any special treatment to another employee, pupil, parent or other member of the public.

17. Violation of the District's policies, rules or federal, state, or local laws or regulations applicable to the District.

18. Conviction of a felony, misdemeanor or any crime of moral turpitude.

19. Conviction of a sex or drug offense as specific in Education Code sections 44010 and 44011 or determination that the employee is a sexual psychopath as specified in Education Code section 45124.

20. Use or possession of alcoholic beverages or a controlled substance at work or reporting to work under the influence of alcohol or a controlled substance.

21. Persistent violation or refusal to obey safety rules and regulations.

22. Job abandonment.

16.3 PROCEDURES

16.4 PROBATION UNIT MEMBERS: The District may impose discipline up to and including dismissal on probationary unit members without prior warning and at any time without cause or a hearing. The decision of the District shall be final and shall not be subject to the grievance procedures of this Agreement.

16.5 PRIOR NOTICE: Prior to any meeting that would lead to disciplinary action, or before questioning in matters which might lead to discipline, the unit member will be informed in advance of the nature of the meeting and of the opportunity to have a representative of their choosing present. The District will allow reasonable time for the unit member to contact his/her representative; however, when matters related to the safety of staff, students, and the public occur, the District shall contact the Association leadership for the immediate appointment of a representative for the employee and the District may immediately meet with the employee.

16.6 EFFECT OF ARTICLE: The disciplinary procedures contained in this Article shall prevail over District policies and practices.

16.7 CHANGES IN LAW: If the laws governing discipline of unit members change, those laws shall be incorporated into this Article so that no conflict exists between this Article and the law. If the parties do not agree on how this Article is to be modified as a result of the change in the law, the parties shall negotiate the impact of the change in law as soon as feasible.

16.8 PROGRESSIVE DISCIPLINE: For misbehavior that does not justify an immediate suspension, demotion or termination, the District shall progressively discipline the employee as follows:

A. Step 1 (oral warning) of the progressive discipline process shall be accomplished by first meeting with the employee and suggesting ways for the unit member to improve his/her performance or conduct.

B. Step 2 (written warning) shall be accomplished by informing the unit member of their misconduct or deficiencies and offering suggestions for improvement in writing. The letter or warning shall be signed by the unit member to acknowledge receipt but shall not be placed into the unit member's personnel file.

C. Step 3 (letter of reprimand) shall outline misconduct or deficiencies and offer suggestions for improvement. The letter of reprimand shall be signed by the unit member to acknowledge receipt and shall be placed into the unit member's personnel file. If the letter of reprimand relates to issues

connected to the letter of warning or to the oral warning, the District may attach prior letters of warning and they too shall be placed into the unit member's personnel file.

D. Right to Respond. Unit members shall have the right to respond to letters of warning and letters of reprimand. Any written responses shall also be placed into the unit member's personnel file.

E. Step Skipping. Progressive discipline shall not be required if the unit member's behavior justifies more severe discipline.

16.9 DUE PROCESS: Prior to suspending, demoting or terminating a bargaining unit member, the employee shall receive notice of the proposed action, the reason for the action, a copy of the charges and materials upon which the charges are based, and be provided with the right to respond orally or in writing.

16.10 NOTICE OF DISCIPLINARY ACTION: The District shall serve an employee subject to discipline with a Notice, either personally or by certified mail, return receipt requested, to the employee's address of record on file with the District, or to the employee's email address on file with the District, which contains the following:

16.10.1 Statement of Charges: A statement of the specific charges against the employee, written in ordinary and concise language, which shall include the causes on which discipline is based and the specific acts or omissions supporting those causes (the "Notice").

16.10.2 Skelly Meeting: The employee shall be offered an opportunity to meet with the Superintendent or Superintendent's designee. This meeting shall be scheduled by the Superintendent or designee to occur before the date of any hearing or imposition of discipline. The employee may respond to the charges either orally or in writing. The Superintendent or designee shall have the authority to modify or reject the charges and the recommended disciplinary action or to accept the charges and discipline recommendation.

16.10.3 Right to Request Hearing: The employee may request a hearing by submitting a signed card or paper. The postmarking, emailing or hand delivery of the signed card or paper shall constitute a request for hearing and denial of all charges. The employee may request a hearing within ten (10) calendar days after service of the disciplinary Notice. In the absence of the employee's timely request for a hearing, the disciplinary action shall be effective on the date set forth in the Notice or the employee's last date to request a hearing, whichever is later.

16.10.4 Notice to the Association President: At the time the District initiates a disciplinary hearing, a copy of the Charges and other disciplinary documents shall be provided to the Association President/designee and the CSEA Labor Relations Representative.

16.11 THE HEARING BODY: If the employee requests a hearing, it shall be held within a reasonable period of time. The hearing may be conducted by the Board or it may be delegated to an administrative law judge ("ALJ") from the California State Office of Administrative Hearings.

16.12 THE ADMINISTRATIVE HEARING: If the hearing is delegated to an ALJ, the ALJ shall prepare a written decision containing evidentiary findings and a disciplinary recommendation. The Board may accept, reject, or modify the recommendation of the

ALJ. If the Board rejects or modifies the ALJ's evidentiary findings of fact, it shall first review the record and make its own findings of fact; however, if the Board accepts the ALJ's factual findings but disagrees with the disciplinary recommendation, the Board may accept, reject or modify the ALJ's proposed level of discipline without first reviewing the record. The Board's decision shall be in writing and shall be final.

16.13 HEARING PROCEDURES: The hearing shall be held in accordance with the following procedures:

(1) Hearings shall be conducted in the manner most conducive to determination of the truth, and neither the Board nor the hearing officer shall be bound by technical rules of evidence. Decisions made by the Board shall not be invalidated by any informality in the proceedings.

(2) The Board or the ALJ shall determine the relevancy, weight, and credibility of testimony and evidence.

(3) Finding(s) shall be based on the preponderance of the evidence.

(4) Each side will be permitted an opening statement (Board first) and closing arguments (employee first). The Board shall first present witnesses and evidence to sustain its charges and the employee will then present witnesses and evidence in defense.

(5) Each side will be allowed to introduce relevant written documents and examine and cross-examine witnesses.

(6) Both the Board and the employee will be allowed to be represented by legal counsel or other designed representation.

(7) The Board or the ALJ may, prior to or during a hearing, grant a continuance for any reason it believes to be important to its reaching a fair and proper decision.

(8) Whether the hearing is held in a public or closed session, the Board may deliberate regarding its decision in closed session. No persons other than members of the Board, its counsel, and its staff shall be permitted to participate in the deliberations. If any staff member was also a witness in the proceedings, that individual shall be barred from the Board's final deliberations.

(9) The Board or ALJ shall render its judgment after the conclusion of the hearing as soon as possible and in no event later than twenty-four (24) calendar days after the conclusion of the hearing. The decision shall set forth which charges, if any, are sustained and the reasons therefore.

16.14 NO GRIEVANCES: The procedures provided in this Article regarding discipline are intended to be exclusive and shall take the place of access to the grievance procedures set forth in Article XVII.

ARTICLE XVII (17)
GRIEVANCE PROCEDURE

17.1 DEFINITIONS

17.1.1 **Grievance:** A grievance is a formal written allegation by a unit member who has been adversely affected by a violation of the specific provisions of this Agreement.

17.1.2 **Grievant:** The term "grievant" shall include either the unit member or the Association, whichever is applicable.

17.1.3 **Workdays:** The days and hours the District Office is open for business.

17.2 GENERAL PROVISIONS: A unit member shall have the right to present a grievance in accordance with these procedures with or without representation, whichever is applicable. Nothing contained in this Article shall be construed to prevent the unit member from discussing a problem with his or her immediate supervisor and having it resolved without filing a grievance as provided herein. However, when a unit member carries a grievance to Level II without Association representation, the Association shall be relieved of all obligations in the matter.

17.2.1 The failure of the grievant to act within the prescribed time limits stated in this Article will result in dismissal of the grievance. The failure of the District to give a decision within the time limits shall permit the grievant to proceed to the next step in the grievance process, as outlined below. However, time limits may be extended by mutual written agreement of the Association and the District at all levels of the grievance process.

17.2.2 In any instance where the Association is not represented in a grievance, the Association will be notified of the intended disposition of the grievance ten (10) work days prior to final action by the District in order to determine if the intended disposition is consistent with terms of the Agreement.

17.2.3 Hearings and conferences under this procedure shall be conducted at a time and place which will afford an opportunity for all persons entitled to be present to attend and will be held, insofar as possible, during the hours the District Office is open for business. When such hearings and conferences are held at the request of the District during the regular work day, all unit members whose presence is required shall be released without loss of pay for those hours they are required to attend such hearing or conference. However, the District will not release without loss of pay more than one (1) representative per grievance.

17.2.4 Any investigation or other handling or processing of a grievance by a grievant or the Association shall be conducted so as to result in no interference with or interruption of the instructional program or regular work flow.

17.2.5 One Association representative shall be afforded reasonable time off for investigation of grievances, limited to amount of time necessary, not to exceed five (5) work days total released time per year. Three (3) days' notice to the unit member's supervisor shall be provided by the Association representative when requesting release time to investigate a grievance.

17.3 LEVELS IN GRIEVANCE PROCEDURE

17.3.1 **Informal Level:** Before filing a formal written grievance, the grievant shall attempt to resolve it by an informal conference with the grievant's immediate supervisor. In the event that the first informal conference does not resolve the grievance, there shall be a conference between the Association's designated representative per Section 3.1.5 and the grievant's immediate supervisor in an attempt to resolve the grievance.

17.3.2 **Level One-Immediate Supervisor:** Within ten (10) workdays after the grievant knew or should have known of the occurrence of an act or omission giving rise to the grievance, the grievant must present such matter in writing to the immediate supervisor. The written grievance shall be a clear, concise statement of the grievance, the Article of the Agreement alleged to have been violated, the circumstances involved, the decision rendered at the informal level per section 17.3.1 and the specific remedy sought. Either party may request a meeting to review the grievance. A response in writing by the immediate supervisor will be made within fifteen (15) work days after submission of the Level One grievance.

17.3.3 **Level Two-Superintendent:** If the grievance is not resolved in Level One, the grievant may appeal the decision in writing to the Superintendent or designee within ten (10) work days following disposition in Level One. The written appeal shall include a copy of the original grievance, the decision and reasons for the decision rendered at Level One, and a clear, concise statement of the reason(s) for the appeal. The Superintendent or designee shall meet with the grievant in an attempt to resolve the grievance. Such meeting shall be within ten (10) work days after submission of the grievance at Level Two. A written response shall be made within five (5) work days after the meeting.

17.3.4 **Level Three-Mediation:** If a grievant is not satisfied with the decision in Level Two, the grievant may request the Association to proceed to mediation. Within ten (10) work days after receipt of the Superintendent's or designee's reply, the grievant, through the Association, may submit a written notice to the District of its intent to submit the grievance to mediation. Within ten (10) work days following receipt of the Association's notice of intent to submit the grievance to mediation, the District shall contact the State Mediation and Conciliation Service to appoint a mediator. The mediator shall meet with the parties in an effort to resolve the dispute. If the mediator is unable to resolve the dispute, the grievance shall proceed to advisory arbitration.

17.3.5 **Level Four-Advisory Arbitration:** If a grievant is not satisfied with the decision in Level three, the grievant may request the Association to proceed to advisory arbitration. Within ten (10) work days after receipt of the Superintendent's or designee's reply, the grievant, through the Association, may submit a written notice to the District of its intent to submit the grievance to a hearing officer. Within ten (10) work days following receipt of the Association's notice of intent to submit the grievance to a hearing officer, the District shall meet with the Association and agree on selection of a hearing officer. If the District and the Association cannot agree on a hearing officer within ten (10) work days, the District shall then request the California State Mediation and Conciliation Service to provide a list of seven (7) hearing officers from which the parties shall strike alternately until only one (1) name remains, with the first strike determined by a flip of a coin. The remaining name shall be the hearing officer. All hearings shall be held within the boundaries of the District. The cost of the hearing officer's services shall be borne equally between the Association and the District. The hearing officer shall have no authority to add to, subtract from, or to change any

of the terms and conditions of this Agreement. The hearing officer's decision must be based upon the hearing officer's interpretation of the language of the Agreement. The hearing officer's decision shall be in writing and shall contain factual findings and a recommended decision which shall be submitted to the school board.

17.3.6 **Level Five-Board Decision:** The final decision shall be made by the Board of Trustees in writing and shall be sent to both parties.

17.4 WAIVERS: Any of the time limits set forth in this Article may be waived by written agreement between the Parties.

ARTICLE XVIII (18)
CONTRACTING WORK

18.1 The District shall comply with all statutes regarding the contracting out of work that is customarily performed by the bargaining unit. The District shall notify the Association of its intent to contract out that work prior to beginning the process to do so.

18.2 Work that is customarily performed by the bargaining unit shall not be transferred out of the bargaining unit.

ARTICLE XIX (19)
CONCERTED ACTIVITIES

19.1 It is agreed and understood that there will be no strike, work stoppage, or slow down, or any concerted action or other interference with the operations of the District by the Association or by its officers, agents, or unit members during the term of this Agreement, including compliance with the request of other employee organizations to engage in such activity.

19.2 The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all unit members to do so. In the event of a strike, work stoppage, slow-down, concerted actions, or other interference with the operations of the District by unit members, the Association agrees in good faith to take all necessary steps to cause those unit members to cease such action.

19.3 The District agrees that it shall not engage in a lockout of unit members during the term of this Agreement. The term "lockout" is intended to cover a situation where the District refuses to permit unit members to work in an effort to obtain bargaining concessions from the Association.

ARTICLE XX (20)
SEVERABILITY AND SAVINGS PROVISION

Each section, part, term, and provision of the Agreement shall be considered severable. If, for any reason, any section, part, term or provision herein is determined to be invalid and contrary to, or in conflict with any existing or future law or regulation of a court or agency having valid jurisdiction, such determination shall not impair the operation or affect the remaining portions, sections, parts, terms or provisions of this Agreement, and

the latter will continue to be given full force and effect and bind the Parties hereto. The invalid section, part, term, or provision shall be deemed not to be a part of this Agreement, and subject to immediate negotiation. Upon written notice by either party, any portion of the Contract that is invalidated shall be opened for negotiations within thirty (30) work days of the invalidation.

ARTICLE XXI (21)
EFFECT OF AGREEMENT

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practice and procedures and over State laws to the extent permitted by State law, and that in the absence of specific provisions in this Agreement, District practices and procedures are discretionary. This written Agreement sets forth the full and complete agreement between the Parties concerning the subject matter hereof and supersedes all prior informal or formal agreements thereon. There are no valid or binding representations, inducements, promises, or agreements, oral or otherwise, between the Parties that are not embodied herein.

ARTICLE XXII (22)
COMPLETION OF NEGOTIATIONS

During the term of this Agreement, unless permitted by law, the Association expressly waives and relinquishes the right to meet and negotiate and agrees that the District shall not be obligated to meet and negotiate, unless required by law, with respect to any subject matter whether referred to or covered in this Agreement or not, even though each subject or matter may not have been with the knowledge or contemplation of either or both the District or the Association at the time they met and negotiated the Agreement, and even though such subjects or matters were proposed and later withdrawn.

ARTICLE XXIII (23)
ARTIFICIAL INTELLIGENCE

When the district AI Task Force is created, CSEA will be asked to have CSEA appointed representation in the meetings and discussions.

ARTICLE XXIIII (24)
TERM OF AGREEMENT

24.1 This Agreement shall remain in full force and effect commencing July 1, 2026 through June 30, 2029.

24.1 Initial proposals from both the District and the Association shall be generally exchanged no later than April 1 of any year with a reopener or to negotiate a successor Agreement. Negotiations will begin as soon as is feasible following completion of the required public notice requirements.

24.2 Initial proposals from both the District and the Association shall be generally exchanged no later than April 1 of any year with a reopener or to

negotiate a successor Agreement. Negotiations will begin as soon as is feasible following completion of the required public notice requirements.

24.3 This agreement represents complete collective bargaining and full agreement by the District and the Exclusive Representative with respect to wages, hours of employment, and all other terms and conditions of employment which shall prevail during the term or terms hereof. This Agreement expresses the entire understanding between the parties and supersedes all previous agreements between them, written or oral. Any matter or subject not herein covered has been satisfactorily adjusted, compromised, or waived by the parties for the life of this Agreement, except as follows:

The parties agree to negotiate Article V- Pay and Allowance, Article VI- Salary Classification, Article VII – Health and Welfare and up to two (2) non-fiscal articles per party for the 2027-2028 and 2028-2029 school years.

In the 2027-2028 and 2028-2029 fiscal years, if a bargaining unit position remains unfilled for 6 months, discussions between CSEA and CUSD may happen to discuss impacts and effects related to the unfilled position.

RATIFIED AND ACCEPTED

By the signatures below, the signatories certify that they are the authorized representatives of either the District or the Association as the contracting parties; that all actions necessary for the District or the Association to ratify and accept this Agreement as a binding and bilateral agreement have been completed in the manner required by that party and the law; and that this Agreement is hereby entered into without the need for further ratification and acceptance.

COAST UNIFIED SCHOOL DISTRICT

By: Jill Southern
Jill Southern
Superintendent

Date: 6/11/2026

CSEA NORTH COAST CHAPTER #492

By: Maria Sison
Maria Sison
Lead Negotiator / CCTA President

Date: 7/23/26