COLLECTIVE BARGAINING AGREEMENT

between

COAST UNIFIED SCHOOL DISTRICT

and

COAST CAMBRIA TEACHERS ASSOCIATION (CCTA)/CTA/NEA

July 1, 2025 - June 30, 2027

FINAL: Board Approved on 5/8/2025 withTentative Agreement approved on 5/7/2026

[Note: This document incorporates the terms of the Tentative Agreement signed on April 3, 2025 and approved by the CUSD School Board 5/7/26]

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ARTICLE I (1)
PREAMBLE AND RECOGNITION

A. The following Collective Bargaining Agreement ("Agreement") is entered into by and between the **COAST UNIFIED SCHOOL DISTRICT** ("District" or "Employer") and the **COAST CAMBRIA TEACHERS ASSOCIATION, CCTA/NEA** ("Association" or "Exclusive Representative"). This Agreement is entered into pursuant to Government Code section 3540 et seq. ("Act").

Bargaining Unit

B. The District recognizes the Association as the sole and exclusive representative for all certificated personnel ("employee," "employees," "teacher," or "teachers"). Excluded from the bargaining unit are all management, confidential, and supervisory employees as designated by the District Board of Trustees ("Board"), substitutes, and summer school employees.

Negotiations Relationship

C. The Association agrees to negotiate exclusively with representatives designated by the District. The District agrees to negotiate exclusively with representatives designated by the Association.

ARTICLE II (2)
NOTIFICATIONS

A. Whenever provision is made in this Agreement for giving written notice to a party to this Agreement, the notice shall be given either by personal delivery or by mailing by United States certified mail, return receipt requested, at the address set forth below:

1. To the District: SUPERINTENDENT
COAST UNIFIED SCHOOL DISTRICT
1350 MAIN STREET
CAMBRIA, CALIFORNIA 93428

2. To the Association: PRESIDENT
COAST CAMBRIA TEACHERS ASSOCIATION, CCTA/NEA
C/O ~~2950 SANTA ROSA CREEK ROAD~~**2850 SCHOOLHOUSE LANE**
CAMBRIA, CALIFORNIA 93428

B. Either party may change the address for service of notices by a notice sent in accordance with the provisions of this Article.

ARTICLE III (3)
MANAGEMENT RIGHTS

Management Powers, Rights, and Authority

A. It is understood and agreed that, except as limited by the terms of this Agreement, the District retains all of its powers and authority to direct, manage and control to the extent allowed by the law. Included in, but not limited to those duties and powers are the rights to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish the District's educational policies, goals and objectives; secure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine curriculum; design, build, move, or modify facilities; establish budget procedures and determine budgetary allocations; determine the methods of raising revenue; contract out work when present employees are not available to perform the work; and take any action on any matter in the event of any emergency as provided in paragraph C of this Article (page 6). In addition, the District retains the right to hire, classify, assign, evaluate, terminate and discipline employees. This recital in no way limits other District powers as granted by the law.

Limitations

B.The exercise of the foregoing powers, rights, authority, duties and responsibilities by 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 the specific and express terms of this Agreement, and then only to the extent the specific and express terms are in conformance with law.

1. Application of the District's power, rights, and authority as set forth in paragraph A of this Article (page 6) shall not be arbitrary, capricious or discriminatory.

Emergencies

C. In case of emergency, the District retains its right to suspend those portions of the Agreement affected by the emergency condition for the period of time required by the emergency. Examples of emergencies are national, state, or county declared emergencies, natural disasters and fiscal crises.

1. For the purposes of paragraph C, a "fiscal crisis" shall be defined as an event or events that results in or arises out of a "negative certification" of the District's budget by the San Luis Obispo County Office of Education ("SLOCOE").

ARTICLE IV (4)
ASSOCIATION RIGHTS

Facilities

A.The Association may use District facilities and equipment for Association business, subject to the District's facilities use policy.

Communication

B.The Association shall be entitled to use of a bulletin board in each school at a location convenient to employees. The Association may use employee mailboxes for communications with the bargaining unit membership.

Association Representatives

Officers, agents, and representatives of the Exclusive Representative shall have access to employees at times which do not interfere with the employees' performance of assigned duties. Not later than October 15 each year, the Exclusive Representative will provide the Superintendent with a written list of Association officers and representatives by school site.

District employees who are Association officers or representatives shall notify the school site office of their presence when they are on a school site other than their regularly assigned site. Non-employee officers, agents, or representatives shall check in at the school site office and receive clearance to contact employees in areas specified by the site administrator.

Release Time

C. The District will grant up to six (6) days of release time per school year for the conduct of Association business. The Association president shall inform the Superintendent at least three workdays in advance of the anticipated release from duty.

Membership and Dues Deduction

D. Any employee who is a member of the Exclusive Representative, or who has applied for membership, may authorize the deduction of membership dues, initiation fees, and general assessments on behalf of the Exclusive Representative.

1. The District agrees to deduct one-tenth of the required amount each month and transmit the amounts to the Exclusive Representative. If the deduction authorization is submitted after the beginning of the school year, deductions shall be appropriately prorated to complete full payment as of the employee's final pay warrant for the respective school year.

2. An employee who is a member of the Exclusive Representative as of the date of ratification of this Agreement, or who becomes a member of the Exclusive Representative following ratification of this Agreement, shall maintain membership on a school-year basis for the term of this Agreement. Any withdrawal from membership or payroll deduction de-authorization will be processed by the District only during July of each school year.

3. If the law regarding agency fees and/or association membership changes in a way that impact this Agreement, the parties agree to immediately renegotiate this Article to comply with all requirements of law.

Copies of Agreement

E. Following ratification of changes to this Agreement by both parties, the District shall post the revised version of the contract on the District's website.

Americans with Disabilities Act

F. When the District is required to accommodate a member of the bargaining unit pursuant to the provisions of the Americans with Disabilities Act, the Superintendent

shall notify the President of the Exclusive Representative prior to implementation of the accommodation.

Access to Information/Orientation Sessions

1. Member Information

The District shall electronically provide an excel spreadsheet containing the following unit member information to the Association President on October 15, January 15, and May 15:

1. Name (First and last name)
2. Home Address
3. Telephone numbers (cell and/or home, if available)
4. District email
5. Personal Email, if available
6. Date of hire
7. Primary work site
8. Job Title (Grade Level and Assignment)

New bargaining member information shall be delivered to the Association President within thirty (30) calendar days of hire or by the first pay period of the month following hire, whichever is later.

The District shall not be required to provide an employee's home or mobile telephone number or personal email address to the Association if the employee does not provide such information to the District, if the employee has made a written request that such information not be released, or if the employee has an alternatively designated address pursuant to Government Code section 6207 (pertaining to victims of domestic violence, sexual abuse, and stalking).

2. Association Access to New Employee Orientations

"New employee orientation" means the group on-boarding process that occurs at the beginning of the school year in advance of student instructional days. The Association shall be provided up to fifteen (15) minutes at the end of this new employee orientation to provide new employees with information about the Association and its fair share fees. No employee however will be forced to participate in an Association orientation.

For individual orientations occurring during the school year, the Association may submit material describing the function and importance of fair share representation fees to the District. The District agrees to provide these materials to such unit members.

The parties agree that these provisions complete negotiations regarding the implementation of AB 119.

ARTICLE V (5)
PAY AND ALLOWANCES

A. **Base Salary.** Employees shall be paid in accordance with the current salary schedule attached as Appendix A. Employees shall be placed on the Certificated Salary Schedule as provided below:

1. Column A: Employees who hold a Bachelor's Degree with a Provisional Internship Permit, a short-term staff permit or similar form of limited service teaching permit, or who are interns.

2. Column B: Employees who hold a Bachelor's Degree, who have a valid California teaching credential, and who have earned up to 29 semester units since completion of work for the Bachelor's Degree.

3. Column C: Employees who hold a Bachelor's Degree, who have a valid California teaching credential, and who have earned at least 30 but less than 45 semester units since completion of work for the Bachelor's Degree.

4. Column D: Employees who hold a Bachelor's Degree, who have a valid California teaching credential, and who have earned at least 45 but less than 60 semester units since completion of work for the Bachelor's Degree.

5. Column E: Employees who hold a Bachelor's Degree, who have a valid California teaching credential, and who have earned at least 60 but less than 75 semester units since completion of work for the Bachelor's Degree.

6. Column F: Employees who hold a Bachelor's Degree, who have a valid California teaching credential, and who have completed 75 or more semester units since receiving the Bachelor's Degree.

B. **Advanced Degree/NBCT Pay.** As separate remuneration in addition to salary, the District shall pay employees who hold a Master's Degree or a Doctoral Degree or both, the total sum of seven hundred and fifty dollars ($750) annually. Only one payment of seven hundred and fifty dollars ($750) shall be paid regardless of whether the employee has more than one advanced degree. In addition, the District shall pay a teacher holding a National Board Certification (NBCT) the sum of $750/year. Advanced degree and NBCT pay shall be paid in equal monthly installments over the course of the school year.

C. **Miscellaneous Pay.** Employees are compensated for extra duty assignments as set forth in " in the Extra Duty Stipend Schedule attached as Appendix C. Compensation paid for extra duty assignments shall be paid in equal monthly installments as the work is performed.

Hourly Rate

Teachers entitled to pay on an hourly basis shall be compensated at the agreed upon hourly rate of pay. (See Salary Schedules)

Summer School

Regular employees who teach summer school shall be compensated at the agreed upon hourly rate of pay. (See Salary Schedules)

Overnight Chaperones

A bargaining unit member will be compensated at the rate of $70/night for chaperone pay if the employee does not receive Advisor/Coordinator pay for duties related to the overnight trip. For example, the CSF Advisor would not receive chaperone pay for the College Tour and the Fifth Grade Trip Coordinator would not receive chaperone pay for overnight trips.

Extra Duty Positions

Extra duty positions are defined as services performed to lead and direct student activities and athletics that occur outside of instruction and require additional time and responsibilities. The District will annually determine extra duty assignments each school year and which extra duty assignments shall be filled. Compensation for extra duty assignments will be as specified in the Extra Duty Stipend Schedule.

1. Notices of extra duty positions will be posted at each site each school year. Applications from current employees will be considered for ability to meet the qualifications set by the District for the position, prior to considering applications from other non-certificated District employees or community members.

2. Payment: For season teams, at the end of the regular season and when coaches have fulfilled all obligations of the position, including collecting uniforms and equipment, turning in inventory, turning in a list of students who did not return equipment or uniforms, and completing required forms and paperwork, the principal shall authorize release of payment within five (5) work days.

a. Upon receipt of authorization, the District will process payment during the next available payroll.

b. Annual extra duty pay, other than coaching, will be paid in ten (10) equal monthly installments as earned September through June.

c. Should coaches or advisors share an extra duty assignment, the amount paid shall be divided between those coaches or advisors.

D. **Salary Schedule Placement.** Salary schedule placement and crediting of additional coursework for salary schedule placement shall be governed by the rules in "Salary Schedule Policies" below. Step and column advancement is recognized as an additional financial liability to the District's budget.

Salary Schedule Placement and Policies

Initial Placement

A. For purposes of initial placement of newly hired employees on the Certificated Salary Schedule, the following shall apply:

1. Placement on the first step of the appropriate column on the Certificated Salary Schedule is based on the possession of an appropriate credential and/or completion of a Bachelor's Degree from an accredited college or university with no additional approved units and with no creditable years of teaching experience.

a. The Superintendent is responsible for approving or disapproving all units that are offered for initial placement. Satisfactory completion of each unit of college credit with a grade of "C" or better is required for initial placement beyond Column A. "Pass" or "Credit" is acceptable when letter grades are unavailable.

2. For the 2025-26 school year, a maximum of eight years of previous teaching experience shall be granted for teachers entering the District for the first time (placement at Step 9).

- For the 2026-27 school year, a maximum of nine years of previous teaching experience shall be granted for teachers entering the District for the first time (placement at Step 10).

- For the 2027-28 school year and continuing thereafter, a maximum of ten years of previous teaching experience shall be granted for teachers entering the District for the first time (placement at Step 11).

a. A minimum of 75% of the teaching days of the year must be completed for one year's credit. A year of service is defined as working 75% of the year required of full-time certificated employees.

b. A part-time employee who teaches less than 75% of a regular daily instructional assignment shall accumulate pro rata service credit until one year of service, as defined, is accrued. Such earned credit shall be applied in one-year increments at the beginning of the appropriate school year.

c. After initial credit is given, year-for-year credit shall be given for additional experience in the District.

Credit for Additional Coursework

B. All college credits and years of experience previously approved by the Coast Unified School District shall be credited for placement on the Certificated Salary Schedule as of July 1, 1997, for all employees of either predecessor district who become employees of the District on July 1, 1997.

C. Units submitted for advancement on the Certificated Salary Schedule shall be credited as they are earned subject to the conditions specified in this paragraph. The Superintendent is responsible for approving or disapproving all requests for additional coursework that is intended for advancement.

1. Satisfactory completion of each unit of approved college credit is required to advance from one column to another. Units to be credited for advancement shall be related to the employee's assignment. The Superintendent may approve courses that are not related to the employee's assignment but that, in the Superintendent's opinion, lead to the employee's improvement of classroom instruction, job performance, or additional educational credential or degree.

    a. Courses to be credited for advancement must be recommended for approval by the employee's principal prior to beginning the course. Approval may be granted after the beginning of the course, at the Superintendent's discretion.

    b. The units must be upper division or graduate level courses. An employee may request credit for a lower division course which is applicable to the employee's current assignment. Approval shall be on a case-by-case basis, and no approval shall set a precedent.

    c. Satisfactory completion of each unit of approved college credit with a grade of "C" or better is required to advance from one salary column to another. "Pass" or "Credit" is acceptable when letter grades are unavailable.

2. An employee who attends a conference/workshop may receive salary unit credit if the employee pays the tuition and**/or fees related to acquiring the units** ~~all related costs (e.g., travel, meals, lodging, registration fees, etc.)~~ and has received permission in advance to take the units as provided by District procedure. An employee who attends a conference or workshop during duty hours under the conditions set forth in this paragraph will not be required to pay for a substitute or to forfeit the pay for the day or days of attendance.

3. Units and degrees will be accepted only from accredited colleges and universities. Units are defined for the purposes of this Appendix as semester units. Three quarter units equal two semester units.

4. An employee who anticipates a column advancement for the following school year must notify the Superintendent's office by March 1 of the preceding school year on a form (Certificated Employee Notification of Column Advancement) provided by the District). An official transcript of courses completed, an official

grade card, or a statement signed by the instructor or the registrar of the college or university that the course has been satisfactorily completed will be required no later than the last workday before September 10 to be applicable for advancement purposes for the school year. Failure to observe the March 1 or September 10 deadline shall cause the crediting of the units to be held to the next school year.

E. **Calculation of Daily Rate of Pay.** An employee's daily rate of pay shall be determined by dividing the employee's annual salary according to placement on the Certificated Salary Schedule, by the mandatory work year for the employee's position, as stated in Article 7 – Work Year.

F. **Payroll Schedule.** Employees shall be paid on a monthly basis no later than the last workday of the month, except for the month of December, when the date shall be the first business day of January. Employees who have a mandatory work year of 184 days shall be paid on a 10-month basis. Employees who have a mandatory work year of more than 184 days shall be paid on a 12-month basis.

G. **Payroll Deductions.** The District agrees to process employee payroll deduction requests for:

1. Association membership dues;
2. Credit Union;
3. Tax-sheltered annuities;
4. Employee contributions for premiums of insurance plans offered by the District;
5. Charitable donations approved by the Board of Trustees of the District;
6. Savings Bonds; and
7. Other programs approved by the District or the San Luis Obispo County Office of Education.

H. **Mileage.** Employees specifically required by the District to use a personal vehicle to fulfill a work assignment shall be reimbursed at the rate approved by the Internal Revenue Service effective January of each year.

1. Employee travel between home and work sites is exempt from reimbursement. Reimbursement shall be payment in full for all costs of vehicle operation, maintenance, repair, and insurance costs.

2. The District provides insurance coverage required by Education Code Section 35208.

3. The District shall reimburse itinerant teachers for mileage based on the applicable IRS rate of reimbursement. The District shall establish a map of distances for calculating reimbursement.

I. **Compensation for Part-Time Work**. An employee who is assigned to teach less than a full-time teaching assignment will receive compensation based on the ratio of the part-time teaching assignment to a full-time teaching assignment. The employee's proportional rate of pay shall be based on the employee's placement on the Certificated Salary Schedule.

1. For Cambria Grammar School, compensation for a part-time assignment shall be computed on the basis of the percentage of assigned student contact minutes at the grade level in relation to assigned student contact minutes at the same grade level for a full-time teacher. For Specialist teachers, the percentage shall be determined by the ratio of assigned student contact minutes to 308.

2. For departmentalized school sites that have a traditional period schedule (e.g., Santa Lucia), compensation shall be based on the periods of instruction assigned to the part-time assignment. ~~– e.g., when a full-time teaching assignment is six periods of instruction, a three period teaching assignment is compensated at 50%; when a full-time assignment is five periods of instruction, a three period teaching assignment is compensated at 60%.~~

3. For departmentalized school sites that have a two-day/eight-period "block" schedule (i.e., Coast Union), compensation shall be based on the number of instructional periods assigned to the part-time position in two days in relation to the number of instructional periods assigned to a regular full-time position in each two-day period. ~~– e.g., when a full-time teaching assignment is seven periods of instruction and one conference/preparation period over each two-day schedule, a three period of instruction assignment is compensated at 50%; under the same two-day schedule, a five period of instruction assignment is compensated at 83%.~~

4. A part-time employee who is assigned to substitute for another teacher shall be compensated at the hourly rate of pay, and hourly rate of period shall be adjusted for block period.

J. **Compensation for Regular Extended-Day Assignment**

1. An employee who is assigned to teach during their preparation time shall receive additional compensation equal to 17% of the employee's base salary for the period of time that the employee teaches during their conference/preparation period.

2. Employees who are required or volunteer to provide middle school and/or high school substitution during their preparation time shall be compensated at the agreed upon hourly rate of pay as reflected on the current salary schedule. Volunteers shall be sought before any employee is directed to substitute during their conference/preparation period.

3. An employee who is assigned to teach a regular class period before or after the instructional day, in addition to the employee's required full-time assignment, shall receive additional compensation equal to 17% of the employee's base salary for the period of time that the employee teaches the additional class.

K. **Compensation for Additional Preparations** An employee who teaches at Santa Lucia Middle School or Coast Union High School and who is assigned to four preparations shall receive additional compensation equal to 2% of the employee's base salary for the time period in which the employee is assigned the four subject area preparations; five subject areas shall receive additional compensation to 3% of the employee's base salary. If the employee is scheduled with six or more subject areas preparations, they shall receive an additional 4% of the employee's base pay. If the number of assigned preparations changes for the second semester, the employee's pay shall change accordingly. Subject area preparations shall be counted as follows:

1. Each full year's curriculum for a subject is one preparation (e.g., Art I and Art II, are separate preparations).

2. A "Sheltered" class in a subject designed especially for non- and limited-English students is one preparation (e.g., English I and Sheltered English I are separate preparations).

3. An "Advanced Placement" version of a class is one preparation (e.g., U.S. History and Advanced Placement U.S. History are separate preparations).

4. A period that contains a combination of first-year students with second- and/or third-year students, is one preparation unless there are five or more students in each level.

ASB Activities Coordinator. The Parties agree that the teacher teaching the ASB activities class and serving as the ASB Activities Coordinator shall be entitled to one non-student period and the extra duty pay as specified in Extra Duty Stipend Schedule but not the 2% additional compensation specified in Article V.

5. Counselor/Advisor periods do not count as a preparation (e.g., Career Center, Advisor, Peer Counseling, Counselor).

L. **District-Owned Tech Device.** An employee shall not be financially responsible for the loss, damage or theft of a District-owned device.

M. **Hourly Rate.** Overtime Hourly Rate.
The hourly rate of pay shall be $42/hour and will include all extra duty pay for all bargaining unit members outside of regular contracted hours, any professional development, etc. Summer school shall have an hourly rate of pay of $50/hour for all bargaining unit members., Substitution during preparation time at SLMS and CUHS pay shall be $42 per regular class period or $63/block period for all bargaining unit members. Substitution during preparation time may be assigned to a bargaining unit member if a situation arises where there is no teacher coverage nor there is a teacher who voluntarily chooses to substitute a block period during their preparation time.

N. **Tax/Retirement Liability.** Neither the District nor the Association make any representation or warranty with respect to the tax or retirement consequences of this Agreement, including but not limited to, whether or how specific forms of compensation are creditable for retirement purposes. Unit members shall be responsible for their own tax and retirement planning.

O. **LCAP.** The parties recognize that funding and expenditures are guided by the District's Local Control Accountability Plan ("LCAP") and that the guiding principle of all expenditures should be improving or increasing services to students.

P. **Combination Classes.** An employee who teaches at Cambria Grammar School shall receive additional compensation equal to **$3,000** ~~two percent (2%) of the employee's base salary~~ if they are required to teach a self-contained, general education combination class in grades transitional kindergarten through five. Payment of the ~~2%~~ will be prorated if the teacher only teaches a combination class for a partial year.

ARTICLE VI (6)
HEALTH AND WELFARE BENEFITS

A. **Health and Welfare Benefits.** The District shall provide eligible full-time bargaining unit members and their eligible dependents with health, dental and vision insurance. Dependent eligibility shall be determined by the District's providers in accordance with all requirements of law, as such requirements may change from time to time.

1. **Benefit Carriers.** The District contracts with Self Insured Schools of California ("SISC") for the administration of health benefits.

2. **Plan Participation.** All employees, whether full or part-time, that are required by SISC to participate in the District's health, dental and vision plans must do so.

3. **District Contribution.** The District's contribution for all medical, dental and vision benefits for eligible full-time bargaining unit members and their eligible dependents shall be $9,236.80/employee/year. All costs in excess of the District's contribution shall be paid by unit members via payroll deduction on a monthly basis.

4. **Section 125 Plan Option.** The District shall provide eligible unit members the option of participating in an IRS Section 125 Flexible Benefit Plan.

5. **Selection of Plans.** The Association shall be notified of plan offerings as soon as they become available for the upcoming school year. The District and the Association shall annually select medical, dental, and vision insurance plans from available plan options. Commencing with the 2016-17 school year, at least one plan option shall be a plan that meets the affordability requirements of the Affordable Care Act ("Act") to ensure District compliance with the Act without penalty. The Association and the District shall meet with other employee groups to coordinate plan options on a District wide basis. If no agreement is reached regarding non ACA required plan options prior to the deadline imposed by SISC, plan options shall remain unchanged.

6. **Part-Time Unit Members**

a. **Part-Time Defined.** For purposes of this Article, a part-time unit member is a unit member who works less than a full-time assignment (i.e. less than a 1.0 FTE).

b. **Part-Time Unit Members Working 50% of More**. Part-time unit members working 50% or more of a full-time assignment shall be entitled to a pro rata

contribution toward health and welfare benefits. Any expenses in excess of the District's contribution will be paid by the unit member via payroll deduction on a monthly basis.

c. **Part-Time Unit Members Under 50%.** Part-time unit members working less than 50% of a full-time assignment shall not be entitled to any District contribution towards health and welfare benefits, but may participate in any fringe benefits offered to a full-time employee on a self-pay basis so long as all premium payments are paid in advance in a timely manner as required by the District and the District's benefit carriers.

d. **Option to Decline Coverage.** Part-time unit members may decline to participate in the health, dental and vision plans offered by the District if allowed by the District's benefit carriers.

e. **No Cash in Lieu.** Part-time unit members shall not be entitled to receive cash in lieu of participating in the District's health benefits program.

7. **Employment Termination.** Unit members shall be entitled to a District contribution toward benefits until the last day of the month in which the unit member's employment terminates. Thereafter, the unit member shall only be entitled to continued coverage on a self-pay basis as provided by COBRA or as authorized by law and only so long as all the premiums are paid in advance as required by the District's benefit carriers.

8.**Enrollment Requirements.** Eligible unit members shall, along with their eligible dependents, enroll for coverage within 30 calendar days of the unit member's initial employment and within 30 calendar days of any change of circumstances as may be required by the District's benefit carriers or by law. Eligible unit members are responsible to timely complete all required documents. The date of initial coverage shall be subject to the District's benefit carriers' rules, regulations and requirements. An employee who fails to enroll during the first 30 calendar days will be placed on the least expensive medical plan available and deductions will be made from the employee's pay to cover any required contribution.

9. **Unpaid Leaves/Coverage Termination.** Unit members placed on unpaid leaves of absence or who are otherwise in unpaid status shall not be entitled to a District contribution toward health and welfare benefits during the period the unit member is in unpaid status unless otherwise provided by law. The District's contribution shall cease on the first day of the month following the employee's placement on unpaid leave, unless otherwise provided by law. However, the unit member may participate in any

health and welfare benefits offered to full-time unit members on a self-pay basis so long as such participation is permitted by the District's carriers and all premiums are paid in advance as required by the District's benefit carriers.

10. **Spouse and Dependent Eligibility Upon Death of Unit Member.** Spouse and dependent eligibility for a District contribution toward benefits ceases upon the death of the unit member; however, a spouse or eligible dependent may participate in any health and welfare benefits offered to full-time unit members on a self-pay basis so long as: (a) such participation is allowed by the District's benefit carriers' rules, regulations and requirements; (b) all premiums are paid in advance as required by the District's benefit carriers; and (c) so long as participation is permitted by law.

11. **Participation After Retirement.** Retired unit members are not entitled to a District contribution towards benefits. However, an employee who has retired from the District and enrolled in the California State Teachers Retirement System ("CalSTRS") and their eligible spouses and dependents may continue to participate in any health and welfare benefits offered to full-time units members on a self-pay basis without a District contribution to benefits so long as: (a) such participation is allowed by the District's benefit carriers' rules, regulations and requirements; (b) all premiums are paid in advance as required by the District's benefit carriers; and (c) so long as participation is permitted by law. If the retiree does not pay premiums in advance, the District may terminate the retiree's health and welfare benefits.

ARTICLE VII (7)
WORK HOURS

Work Calendar

A.The District shall consult with the Association, in writing, annually on the preparation of the school calendar.

1. By January of each school year, the District shall provide a written draft of the projected work calendar for the following school year to the Association President. The Association will respond with suggestions in writing to the Superintendent prior to March 1. The Superintendent will communicate the Association's recommendation to the Board of Trustees by the April board meeting. The parties may develop a work calendar for more than one school year.

2.If there is a conflict involving calendar recommendations, the District and Association agree to meet prior to April 1 in an attempt to resolve the matter. If the conflict relates to recommendations from classified employees, the classified exclusive representative will be invited to the meeting.

Work Year

B. The work year shall consist of one hundred and eighty (180) instructional days, three (3) professional learning days, and one (1) teacher work day for a total work year of one hundred and eighty-four (184) days. The counselor work year shall be two hundred and seventeen (217) days. **The teachers assigned to an Extended Work Year (of 209 days) include current Agriculture (Ag) teachers and current CTE teachers. The administration may at its discretion assign newly hired Ag and CTE teachers an extended work year calendar when appropriate. Each teacher assigned an extended work year will be required to submit a proposed annual work calendar to payroll by July 1 each year. This proposed calendar must designate 25 additional work days in addition to the adopted annual 184 day teacher calendar (a total of 209 work days). Each site administrator must approve the calendar prior to submittal to payroll.**

Workweek

C. The regular workweek shall be Monday through Friday, except as changed by national, state, or local holidays or the school calendar.

Workday

D. The regular workday for employees at grades TK-12 shall be a 7.5 hour workday (including a duty-free 30 minute lunch) that begins at 7:45 a.m. and ends at 3:15 p.m. The regular workday can include adjunct duties as assigned (before and after school supervision, recess, nutrition break, and lunch supervision, etc).

1. Occasional variations in hours for individual employees may be determined by mutual agreement between the employee and the principal. Also, except by mutual agreement between an employee and the principal, employees in grades TK-12 may not leave the work site on modified or minimum days until 3:15 p.m.

2. School site staff meetings, committee, S.S.T., and site council meetings will normally conclude no later than 4:00 p.m.

3. A counselor is assigned an eight hour workday (exclusive of lunch) and shall work all days of student attendance. Workdays in which students are not in attendance, up to the work year of 217 days, shall be determined by the District, after consulting with the affected counselor.

4. Outside of the regular instructional day, as part of assigned duties, all teachers shall participate in three (3) evening events per school year. Examples of evening events include award ceremonies, parent conferences, back-to-school nights, open house, and similar events.

5. Unit members shall update grades and documentation of student academic progress at least every fifteen (15) school days.

Lunch

E. Employees shall be entitled to a duty-free lunch of 30 consecutive minutes per day unless an emergency arises as determined by the employee's principal. Exceptions for special schedules, including those for rainy days, shall be by mutual agreement between the employee and site principal.

Preparation Time

F. Preparation time shall be provided for full-time teachers by school site as follows:

1. Each full time teacher in grades TK through 5 shall be provided a minimum of 180 minutes of duty-free time for class preparation every ten (10) days.

   Each full time teacher in grades 6 through 8 shall have one (1) duty-free period for class preparation each school day. The preparation period shall be equivalent to a normal class period length.

   Each full time teacher in grades 9 through 12 shall have one (1) duty-free period for class preparation every other work day. The preparation period shall be equivalent to a normal class period length. If the site chooses to no longer implement a block schedule, then preparation periods shall be equivalent to one duty-free period each school day. The preparation period shall be equivalent to a normal class period length.

The district will make efforts to provide one early release Wednesday per month designated as teacher preparation.

2. Full-time specialist teachers (e.g., R.S.P., E.L.D.) shall have three substitute coverage days per year assigned by the principal in lieu of the 120 minutes of preparation time if the teacher's assigned schedule does not already include other conference/preparation time.

3. Part-time teachers do not have scheduled conference/preparation time. A part-time middle school or high school teacher shall remain on campus ~~for one hour per week for each assigned teaching period~~ in order to conference with parents, students, or other District staff. The time on campus shall be scheduled by mutual agreement between the teacher and the respective principal.

Counselors shall be required to be on the work site at least 30 minutes before the first class period. Part-time or full-time counselors are not entitled to a conference/ preparation period.

Itinerant Classroom Teachers

G. Classroom teachers regularly assigned to more than one school site shall be referred to as itinerant teachers. Each year, the District shall designate the "home school" for each itinerant teacher. The itinerant teacher's evaluation, adjunct duty, and staff meetings shall be based on the designated home school. Classroom teachers that teach classes on at least two (2) CUSD campuses receive a one-time stipend of $250 per semester. Stipends to be paid in the usual manner that other stipends are paid as determined by the Business Office.

ARTICLE VIII (8)
CLASS SIZE

Planning and Development of the Master Schedule

A. The District shall involve employees in the planning of the master class schedule for Fall and Spring. In developing the master schedule, the District will attempt to place no more than 35 students in English, social studies, science, and foreign language classes. If a class in one of these areas has more than 35 students by the end of the fourth week of each semester, the employee may meet with the principal to discuss ways to reduce the size of the class.

Average Class Size

B. Overall class size, which includes classes in all subject areas, shall be maintained for each semester at an average of 30 students or less.

ARTICLE IX (9)
EVALUATION PROCEDURES

A. **General Provisions**

The chief responsibility for formal teacher evaluations shall be that of the principal or supervisor of the site where the teacher works ("primary evaluator"); however, this responsibility may be shared with the Superintendent or an administrator designated by the Superintendent. For teachers who teach at more than one school site ("Itinerant Classroom Teachers"), the District shall designate a primary evaluator who shall be responsible for the teacher's evaluation but who may obtain input from other administrators familiar with the teacher's work.

B. **Evaluation Criteria**

Employees will be evaluated according to the most current form of the California Standards for the Teaching Profession ("Standards"), designated goals and objectives, at least one formal classroom observation, and all other criteria required by law. The current California Standards for the Teaching Profession, the Goals Worksheet, the Formal Observation Form, and the Summary Evaluation Form are attached as separate appendices.

C. **Goals**

Annual teacher goals shall be established by the teacher's primary evaluator. (See Goals Worksheet). The evaluator and employee may mutually agree on specific Standard(s) for the scheduled observations. Nothing in this Article will be construed to require the evaluator to rate the employee on all Standards during a scheduled observation.

Within the first sixty (60) calendar days after the first day of instruction during the year in which an evaluation is scheduled to take place, the employee and the employee's primary evaluator shall meet to discuss the employee's goals and objectives.

Employees who are hired after the beginning of the school year or whose job duties were materially modified during the school year will have up to sixty (60) calendar days after their start date or the material modification of their job duties to work with their primary evaluator to complete their goals and objectives.

D. **Classroom Observations**

Each evaluation shall include at least one formal classroom or service observation lasting at least thirty (30) minutes or one complete lesson, whichever is longer. The employee shall be notified via email at least three (3) workdays in advance of a formal observation. Informal observations may occur at any time without any advance notice. Classroom observations need not address all of the California Standards of the Teaching Profession nor need they address all of the established goals.

E. **Evaluations**

An employee subject to evaluation shall receive a written evaluation in accordance with timelines established by law (currently thirty (30) calendar days before the last instructional day on the school calendar). The primary evaluator shall meet with and discuss the evaluation with the employee. The evaluation shall be placed into the employee's personnel file.

F. **Frequency**

Probationary employees shall be evaluated in writing at least once each school year. Permanent employees shall be evaluated in writing at least once every other year. Nothing in this Article shall limit the District's right to evaluate a unit member more frequently.

G. **Acknowledgment**

Employees are required to sign and date all formal written observations and evaluations. The employee's signature does not mean the employee agrees with the contents of the form, but signifies that the employee received, read and understood its contents. A copy of each formal observation and the employee's final evaluation will be placed in the employee's personnel file. The employee being evaluated has the right to receive a copy of the evaluation. Employees have a right to respond to their evaluation, either verbally or in writing. Any written response will be attached to the employee's evaluation and included in the employee's personnel file.

H. **Unsatisfactory Evaluations**

If an employee is rated "unsatisfactory" in any Standard, the evaluator will provide the following in writing to the employee for each "unsatisfactory" Standard:

1. Recommendations for improvement.

2. If applicable, additional resources the District will make available to assist with improvement.

3. Time schedule for monitoring the employee's progress.

If an employee is rated unsatisfactory in any Standard, the employee shall be evaluated in the following school year.

I. **Employee Performance Complaints**

Complaints by parents or members of the public which relate to an employee's classroom performance shall be reported directly to the employee or through the principal. If the complaint is not resolved in contacts between the employee and the complainant, then the complaint must be made in writing to the principal. If any party involved in the complaint desires a meeting, then one shall be scheduled by the principal. An employee has the right to respond verbally or in writing to any complaint regarding his or her performance from a parent/guardian or member of the public.

J. **Continuing Process**

Evaluations are an on-going process. Recommendations made in one year are applicable during subsequent school years.

K. **Grievance**

Nothing in this Article shall be construed to allow the substance of any written observation or evaluation to be subject to the Dispute Resolution Procedures of this Agreement.

L. **Reopener**

This Article is intended to be interpreted consistent with all requirements of law, as the applicable law may change from time-to-time. In addition, if the applicable law is

materially revised, the District and the Association shall immediately re-open this Article to negotiate changes that ensure the District's evaluation process complies with all requirements of law. This reopener shall not count against either party's number of permitted reopeners.

ARTICLE X (10)
LEAVES

A. **Definitions**

1. "Paid leave of absence" means that an employee is entitled to receive wages and health and welfare benefits, except as otherwise noted in this Agreement. Employees who are granted a paid leave of absence for a semester or less will be returned, if possible, to an assignment similar to that held by the employee prior to the commencement of the leave. Employees who are granted a paid leave of absence for more than a semester will be returned to a position of status and benefits. Employees on paid leave will receive credit for annual salary schedule step increments during the leave.

2. "Unpaid leave of absence" means that an employee shall not receive wages nor a District paid contribution towards the cost of health and welfare benefits during the period of unpaid leave unless otherwise required by law. However, the District will continue to allow an employee on an unpaid leave of absence to continue participating in health and welfare benefits pursuant to the insurance carrier's rules and requirements, as those rules and requirements may change from time to time. During the period of unpaid leave, if the insurance carrier allows the employee to participate, an employee may purchase health and welfare benefits at the employee's expense by paying one month in advance. An employee on unpaid leave will not receive credit for annual salary schedule step increments during the leave unless otherwise required by law.

3. "Immediate family member" means those relatives or step-relatives bearing the following relationships to the employee or to the employee's spouse: (a) a child of any age, regardless of whether the child is adopted, a foster child, legal ward, a child the employees stands in loco parentis to the child, or a natural born child; (b) a spouse or registered domestic partner; (c) a parent; (d) a sibling; (e) a grandparent; or (f) a grandchild.

B. **Sick Leave**

1. **Sick Leave Entitlement.** Full-time employees employed on a 10-month basis shall be entitled to ten (10) days of fully-paid sick leave. Full-time employees employed on a 10-month basis who accept a summer school assignment will be entitled to 11 days of fully-paid sick leave during the school years they work a summer school assignment. Full-time employees who work eleven (11) or twelve (12) months a year shall be entitled to 11 days of sick leave per school year. An employee who works less than a full-time assignment shall be granted sick leave in proportion to the assigned hours of work, but in no circumstance shall any employee receive less than three (3) days of sick leave per school year.

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 school year. An employee may use such credited sick leave at any time during the school 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.

3. **Minimum Increments.** Sick leave shall be taken in a minimum increment of one (1) hour. Unused days of sick leave shall be accumulated from year to year without limitation.

4. **Purpose.** Sick leave may be used for:

a.The employee's personal injury or illness, regardless of whether or not the cause of the injury or illness arises out of the or in the course of employment.

b. An injury or illness of an immediate family member.

c. A female employee's absence due to pregnancy, miscarriage, childbirth and recovery. 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 comparable to that held at the time the leave commenced.

d.Medical and dental appointments of an employee or an employee's immediate family member.

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. Any other purpose required by state or federal law.

5. **Notice and Verification Requirements Applicable to all leaves Related to Injury or Illness**

a. Anytime an employee will be absent, the employee shall provide notice to the District in advance, if possible. The employee shall notify the District by using the District's automated absence reporting management system. If the employee cannot enter the employee's absence into the automated management system in advance, the employee shall notify the employee's site secretary or the Coordinator of Human Resources as soon as possible.

b. 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 three (3) consecutive days; or (b) whenever the employee's absence record shows chronic absenteeism or a pattern of absences immediately before or after weekends or holidays, whenever substantial evidence indicates that an absence may not be related to illness or injury, or whenever additional medical information would be helpful to determine if an employee is disabled or to determine reasonable accommodations for an employee pursuant to an interactive dialogue process.

c. 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. 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, an employee who has been absent for ten (10) consecutive work days or more may be asked to submit a verification from his/her physician stating that he/she is able to return to work with or without reasonable accommodations. This verification shall be subject to the procedures set forth in section (b) above.

e. Victims of domestic violence who utilize sick leave pursuant to section B.4.f., above, shall give reasonable notice to his/her site principal, unless advance notice is not feasible. When an unscheduled absence occurs, the employee shall provide sufficient certification of the absence from the police, a court order, or verification from a medical professional, domestic violence advocate or counselor. This verification shall be subject to the procedures set forth in section (b) above.

C. **Extended Illness Leave**

1. After all available paid sick leave has been exhausted, a certificated employee shall receive the difference between his/her salary and the salary actually paid a substitute, or if no substitute was hired the amount a substitute would have been paid according to the substitute salary schedule, during any period of absence due to illness or injury up to five (5) months; however, extended illness leave shall not be available to care for an immediate family member. The District shall make every reasonable effort to secure the services of a substitute. An employee shall not be provided more than one five-month period per accident or illness. If a school year terminates before the five-month period is exhausted, the employee may take the balance of the five-month period in a subsequent school year. An employee shall not be provided more than one five-month period per school year. During this five (5) month period, the same verification requirements outlined in section B.5, above, shall apply.

2. After five (5) months, if a certificated employee has exhausted all available sick leave and is not medically able to resume his/her duties with or without reasonable accommodation, the employee shall be placed either in another position or on a reemployment list.

a.If the employee is probationary, he/she shall be placed on the reemployment list for twenty-four (24) months beginning at the expiration of the five (5) month period.

b. If the employee is permanent, he/she shall be placed on the reemployment list for thirty-nine (39) months beginning at the expiration of the five (5) month period.

c.During the period on the reemployment list, if the employee becomes medically able, he/she shall be returned to employment in a position for which he/she is credentialed and qualified.

D.**Catastrophic Leave Program**

1. **Definitions**

a."Catastrophic Illness" or "injury" means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's immediate family and requires a unit member to take time off from work for an extended period of time to care for that immediate 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.

b. On a case-by-case basis a unit member may donate up to five (5) days of accumulated sick leave to another unit member who has suffered a long-term, catastrophic illness or injury and who has completely exhausted all available paid leaves, including regular and extended sick leave.

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

- the unit member who is, or whose immediate family member is, suffering from a catastrophic illness or injury requests that eligible (sick) leave credits be donated and provides verification of catastrophic illness or injury to the District.
- the unit member has exhausted all accrued paid leave in all forms.

- the recipient unit member shall utilize donated sick leave in the order donations are received. If the donated balance is exhausted, the Association may request an opportunity to circulate a second and final request for a sick leave donation.
- No more than forty (40) days of sick leave may be donated per request, per illness or injury.
- No more than eighty (80) days may be donated per illness or injury during any twelve (12) consecutive months
- Only one twelve month period may be used per illness or injury.
- Catastrophic leave must be used within twelve (12) consecutive months from the first date of the use of catastrophic leave.

d. The donating unit member must, after the donation, retain a minimum of ten (10) days of accrued, unused sick leave. Unit members who meet the requirements for eligibility for catastrophic leave 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 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.

e. Sick leave shall be donated and used in full-day increments. Once donated, sick leave shall be permanently transferred to the recipient unit member for future use.

f. Hold Harmless: Unit members who donate or receive leave under the Catastrophic Leave Program shall specifically hold the District, its Board of Trustees, and employees harmless with respect to the Catastrophic Leave Program.

E. **Industrial Accident or Illness Leave**

1. Employees shall be granted paid leave for absences caused by industrial accident or illness. An industrial accident or illness means an injury or illness whose cause can be medically traced to services for the District and which results in the

employee receiving an industrial accident or illness insurance award from the District's workers' compensation insurance carrier.

2. An employee who incurs an industrial accident or illness shall file a written report with the District within 24 hours following the event giving rise to the accident or illness.

3. Total allowable leave shall be sixty (60) work days for any single industrial accident or illness.

4. Leave provided by this section shall not be accumulated from year to year and shall commence on the first day of absence for the industrial accident or illness.

5. An employee shall be deemed to have recovered from an industrial accident or illness and thereby be able to return to work at such time as the medical specialist verifies that there has been such a recovery. The District, at its own expense, may request the opinion of another medical specialist.

6. When an employee is absent from duties on account of an industrial accident or illness, the employee shall be paid such portion of the salary due the employee for any month in which the absence occurs such that when added to the temporary disability indemnity check provided to the employee total payment will not exceed his/her full salary.

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

8. When an industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due for the same industrial illness or injury.

9. When entitlement to an industrial accident leave has been exhausted and the employee remains medically unable to return to work, the employee may use Sick Leave pursuant to Section B. above and Extended Illness Leave pursuant to Section C. above.

10.If an employee continues to receive temporary disability benefits while on sick leave, the employee may elect to take that portion of accumulated sick leave which, when added to the temporary disability compensation, will equal the employee's regular salary.

11.The District shall issue to the employee appropriate salary warrants for payment of the employee's salary and shall deduct normal retirement and other authorized deductions.

F. **Bereavement Leave**

1. A leave of absence with pay and without deductions from accumulated sick leave, not to exceed five days, shall be granted to an employee when any immediate family member dies.

2. Any additional days must be taken as "Personal Necessity Leave" in accordance with this Agreement.

3. An employee may request approval from the Superintendent or designee for bereavement leave to be used in relation to the death of relatives not designated as immediate family. The decision of the District to grant or deny leave under this section shall be final and will not be subject to the dispute resolution procedures of this Agreement.

G. **Personal Necessity Leave**

1. An employee shall be entitled to use a maximum of seven (7) days of sick leave during each school year in cases of personal necessity. Personal necessity shall include personal business, family necessity, and/or urgent business, as follows:

a. Death of a member of the immediate family when the number of days of absence exceeds the limits set by bereavement leave provisions.

b. An accident or illness involving the employee's person or property or the person or property of a member of the employee's immediate family, such accident must be:

- serious in nature,
- involve circumstances the employee cannot reasonably be expected to disregard, and
- requiring the attention of the employee during his/her assigned hours of service.

c. Appearance in any court or before any administrative tribunal as a litigant, party or witness under subpoena or other order.

d. Imminent danger to the home of the employee, occasioned by a factor such as a flood or fire, serious in nature, which under the circumstances cannot reasonably be disregarded, and which requires the attention of the employee during assigned hours of service.

e. Weddings of members of the immediate family.

f. Graduation or commencement ceremonies for a member of the immediate family.

g. Observance of religious holidays formally celebrated by recognized religious groups and denominations which fall during assigned hours of service.

h. Other personal necessities may be allowed at the discretion of the Superintendent.

i. An injury or illness of an immediate family member.

2. Payment for such absence shall be made only upon prior submission of the appropriate leave form by the employee to the District stating that the absence was due to a situation designated as a personal necessity within the meaning of this section. The District may deny the employee's request if the leave was not a personal necessity within the meaning of this section, or if the request was not submitted prior to taking such leave. The decision of the Superintendent to grant or deny personal necessity leave under section H shall be final and will not be subject to the dispute resolution procedures of this Agreement.

3. Personal Days (part of Personal Necessity Leave)

a. A teacher may use three (3) days of personal necessity leave during the fiscal year as personal days for personal reasons. These Personal Days shall not be used to extend District Holidays, three-day or four-day weekends, non-student work days, or recesses.

b.Teachers intending to take such Personal Days shall notify the site administrator prior to taking the leave.

c. Each day of Personal Days taken pursuant to this section shall reduce the maximum number of days of sick leave the teacher may use for personal necessity leave (e.g. a teacher taking three (3) days of personal days could use a maximum of four days of sick leave for personal necessity leave). The aggregate amount of personal days (3 maximum annually) and personal necessity leave taken shall not exceed seven (7) days annually.

H. **Pregnancy, Maternity Disability, and Parental Baby-Bonding Leave**

1. During that period of time during which the employee is physically disabled and unable to perform her regular duties to pregnancy, miscarriage, childbirth and recovery therefrom, she shall be permitted to utilize her Sick Leave pursuant to Section B above.

2. Qualified employees may choose to take up to twelve (12) workweeks of baby-bonding leave under the California Family Rights Act ("CFRA"). Sick Leave will be applied towards these 12 workweeks of baby-bonding leave until all Sick Leave is exhausted. Thereafter, the employee may use Extended Illness Leave as provided in Section C above for the balance of the twelve (12) workweek baby-bonding period. Employees shall not be permitted to use Extended Illness Leave towards their twelve (12) workweeks of baby-bonding leave until all Sick Leave is exhausted.

3. After a pregnant employee has exhausted her Sick Leave, she will be entitled to use five (5) months of Extended Illness Leave pursuant to Section C, above because of pregnancy, miscarriage, childbirth and recovery therefrom. If an employee has used five (5) months of Extended Illness Leave, the remaining portion of baby-bonding leave will be unpaid.

4.An employee's twelve (12) workweeks of baby-bonding leave shall run concurrently with an employee's entitlement to take the same leave under the Family Medical Leave Act ("FMLA").

Qualified unit members may choose to take up to twelve (12) workweeks of baby-bonding leave under the California Family Rights Act ("CFRA"). This leave may be used for birth, adoption, or foster care placement of a child and shall be used within twelve (12) months from the birth or placement.

The district will comply with the provisions 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) work weeks of baby-bonding leave until all sick leave and any other accrued paid leaves are exhausted. When using Extended Sick Leave, the unit member shall be compensated at differential pay or no less than fifty percent (50%) of his/her regular salary for the remaining portion of the twelve (12) workweek period of parental leave not covered by accrued paid leaves.

I. Parenthood Leave

1. At any time during the eight (8) months prior to becoming a parent or within thirty (30) calendar days thereafter, an employee may be granted an unpaid parenthood leave of absence. The employee shall request such leave at least thirty (30) days in advance if the need for leave is foreseeable or as soon as practicable. Such a request shall be in writing and shall include a statement as to the dates the employee wishes to begin and end the leave.

2. The determination as to the date on which the leave shall begin and the duration of such leave shall be made at the discretion of the Superintendent when considering the scheduling and replacement problems of the District. The duration of such leave shall consist of no more than twelve (12) consecutive months and shall automatically terminate on June 30 in the school year in which such leave is granted. An extension of leave may be granted at the discretion of the Superintendent, not to exceed an additional twelve (12) months.

3. If the employee is eligible for unpaid leave under the California Family Rights Act ("CFRA") or the Family Medical Leave Act ("FMLA"), the unpaid leave shall run concurrently with the Parenthood Leave provided under this section.

4. There shall not be a diminution of employment status during Parenthood Leave except that no employee shall be entitled to compensation, the accrual of seniority for layoff or reduction in force purposes, credit for years of service on the salary schedule, nor shall the time taken count toward credit for probationary periods, unless otherwise required by law.

5. If an employee who is on leave experiences a miscarriage or the death of the infant before Parenthood Leave has ended, the employee may request an assignment to a unit position. If there is a vacancy for which an employee is qualified, the District will assign the employee to the vacant position as soon as practical.

6. The decision of the District to grant or deny leave under this section shall be final and will not be subject to the dispute resolution procedures of this Agreement.

J. **Adopting Parents Leave.** The District shall provide up to three (3) days of paid leave to an employee for matters pertaining to adoption, including travel, receipt of child, or legal responsibilities associated with an adoption. Adopting parent leave shall not be charged to sick leave.

K. **Board Approved Leave**

1. The Board may grant an employee a leave of absence without pay for a period of up to one (1) school year in cases of accident, illness or other personal reasons. During this leave, the employee shall not be entitled to compensation, the accrual of seniority for layoff or reduction in force purposes, credit for years of service on the salary schedule, nor shall the time taken count toward credit for probationary periods, unless otherwise required by law.

2. If a certificated employee requests a Board approved leave of absence for his/her accident or illness, the employee shall provide written verification by the employee's physician, chiropractor, psychologist, physician's assistant, or nurse practitioner. Before returning to work from a Board approved leave for accident or illness, the employee shall submit verification from his/her physician stating that he/she is able to return to work with or without reasonable accommodations. This verification shall be subject to the verification procedures set forth in section B(5)(c) above.

3. The decision of the District to grant or deny leave under this section shall be final and will not be subject to the dispute resolution procedures of this Agreement.

M. **Military Leave**

1. The District shall grant military leave in accordance with applicable state and federal laws to employees performing military duties on a voluntary or involuntary basis in a uniformed service, including active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty, examination to determine fitness for duty, and performance of funeral honors duty. (Ed. Code, § 44800; MV 395 et. seq.; 38 U.S.C. § 4316.)

2. An employee who needs to be absent from the District to fulfill his or her military service shall provide advance written notice or verbal notice to the Superintendent or

designee, unless the giving of such notice is precluded by military necessity or is otherwise impossible or unreasonable. (38 U.S.C. § 4316.)

N. **Study Leave**

After an employee has acquired permanent status, the District may grant an employee a leave of absence without pay for the purpose of educational improvement and advancement. The leave of absence may be for an entire school year. The District may grant an employee an additional leave of absence for an entire school year if it will further an employee's educational improvement and advancement and not cause the District hardship.

O. **Professional Growth Leave**

The District may provide an employee paid or unpaid leave to pursue activities that advance his/her professional growth. "Professional growth activities" include, but are not limited to, attending conferences, participating in activities sponsored by professional associations and taking courses offered by accredited institutions. The District shall determine how much leave to provide the employee for professional growth activities.

P. **Jury Duty and Court Appearance Leave**

The District will provide employees paid leave at their regular rate of pay if they are required by law to serve on a jury and provide the District reasonable notice that they are required to serve. (Labor Code § 230). Employees must report to work on whatever days they are not required to serve. Employees shall remit to the District any compensation they receive for jury service, exclusive of expenses for meals, mileage and/or parking.

Employees will be granted leave to appear in court as required by law. (Labor Code § 230.) If the District is not a party to the action, the District will deduct the cost of a substitute from the employee's regular rate of pay for every day they are absent. If the District is a party to the action and requests the employee to appear in court, employees will suffer no loss of compensation for any days they are absent.

Q. **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.

R. **Misuse of Leave**. An employee may take a leave of absence only under the provisions specified in this Article. Other leave, without District approval, may result in loss of pay and disciplinary action. Leaves of absence must not be used for strikes, walkouts, or other concerted actions.

S. **Leave As Provided By Law**. The District shall provide leave as required by state or federal law; therefore, if there is any change in state or federal laws applicable to employee leaves provided by this Article, those changes are deemed incorporated into this article as of the effective date of the statutory change. Nothing in this article is intended to change the District's rights and obligations or any employee's rights and obligations under the Americans with Disabilities Act or comparable state law.

T. **Inapplicability of the Dispute Resolution Procedure**. Board Approved Leave, Military Leave, Study Leave, Professional Grown Leave, and Jury Duty and Court Appearance Leave will not be subject to the District's dispute resolution procedures.

ARTICLE XI (11)
REASSIGNMENT/TRANSFER

General Provisions

A.The District shall assign, reassign and transfer unit members to meet the District's instructional needs. The District shall then determine when a bargaining unit position is vacant and when it shall be filled. A vacant position may be filled by a reassignment, by transfer, by "other placement," or by employment of a non-employee. In all cases, the parties are committed to the placement of the best qualified applicant into each vacant position consistent with the provisions of this Article.

1. "Reassignment" is the change of an employee's instructional assignment within the same school site to another grade level (K-5) or to another subject matter (middle school-high school).

2."Transfer" is the change of an employee's instructional assignment from one school to another school for all or part of a regular assignment.

3. "Involuntary Reassignment or Involuntary Transfer" may be made as a result of a modification of the District's instructional program or services, a change of student demographics, to assist in the improvement of an employee's job performance, to resolve a problem of employee incompatibility, or where both the principal and the superintendent agree that the involuntary transfer or reassignment is necessary to improve student achievement. Involuntary transfer or reassignment may not be made for arbitrary or capricious reasons and shall only be made following consultation with the affected employee and the Association President.

4. "Displaced Employee" is an employee who, due to a loss of enrollment or program change at a school site, does not have an assignment at the same school site for the following school year or semester.

5."Other Placement" is the placement of an employee in a vacant position when a displaced employee is transferred to another school site, an employee returns to work following a leave of absence (paid or unpaid) of one semester or more, when an employee is brought back to work from a 39-month reemployment list, or when an employee is placed in the unit from a non-bargaining unit position.

Posting and Applications

B. When the District determines to fill a vacant position, an email shall be sent to all teachers and a notice shall be posted on the District web-site.

1. Vacancy notices shall be posted for at least five (5) work days.

2. The notice shall specify school site, grade level and/or subject matter, credential or credentials required for the position, and any required qualifications for the position. The notice may include other qualifications (e.g., certificates, coaching) that will be considered in filling the vacancy.

C. Any employee who satisfies the District's criteria (credentials and qualifications) may apply and be considered for the vacant position by submitting a written application to the District Office prior to the deadline set in the notice.

D. The District shall consider employee applications on the basis of each applicant's:

1. degree or degrees and credential or credentials;

2. specialized aptitudes, training, skills, and experience as they relate to the posted qualifications;
3. length of service with the District; and
4. other qualifications offered by the applicant for consideration by the District.

E. An employee who has applied for a vacant position but was not selected shall be provided with the specific reason or reasons for the District's action prior to the position being filled. Upon request, the District's response shall be made in writing.

Filling Vacant Positions

F. After applications have been filed and a determination has been made as to which employee applications, if any, satisfy the criteria, consideration shall be given (in order) to (1) voluntary reassignments, (2) voluntary transfers, (3) involuntary reassignments, (4) involuntary transfers, (5) assignment of displaced employees and other placements, and (6) non-employee applicants.

1. **Voluntary Reassignment.** Requests for a voluntary reassignment shall be considered first in filling a vacancy at a school site. If the District determines that two or more applicants for a reassignment would equally satisfy the criteria for the vacant position, the most senior applicant shall be assigned to the position. An employee who is reassigned during the school year shall receive one day of release time (or substitute pay-in-lieu of release time) to spend in on-site preparation for the new assignment.

2. **Voluntary Transfer.** Requests for transfer shall be considered following any reassignment or reassignments made pursuant to paragraph F.1. If the District determines that two or more applicants for a transfer would equally satisfy the criteria for the vacant position, the most senior applicant shall be assigned to the position. An employee who is transferred during the school year shall receive one day of release time (or substitute pay-in-lieu of release time) to spend in on-site preparation for the new assignment.

3. **Involuntary Reassignment.** After consideration of requests for voluntary reassignments and transfers, an involuntary reassignment may be made when a vacant position falls within the scope of the employee's credential and the reassignment would satisfy the criteria for the position. Where all criteria considered are deemed equal by the District between two or more employees

who may be subject to an involuntary reassignment, the least senior employee will be reassigned.

a. An employee who is to be involuntarily reassigned during the school year shall be consulted prior to the reassignment and shall be given at least 10 days advance written notice. The notice shall include the specific reason or reasons for the reassignment. Upon request, the employee will be provided assistance in moving supplies and equipment to the new assignment. In addition, the employee shall receive two days of release time (or substitute pay-in-lieu of release time) to spend in on-site preparation for the new assignment.

b. An employee who is to be involuntarily reassigned for the following school year will be given written notice prior to the last student day of the school year.

4.**Involuntary Transfer.** After consideration of involuntary reassignments, an involuntary transfer may be made when a vacant position falls within the scope of the employee's credential and the transfer would satisfy the criteria for the position. Where all criteria considered are deemed equal by the District between two or more employees who may be subject to an involuntary transfer, the employee with the least experience in the District will be transferred.

a. An employee who is to be involuntarily transferred during the school year shall be consulted prior to the transfer and shall be given at least 10 days advance written notice. The notice shall include the specific reason or reasons for the transfer. Upon request, the employee will be provided assistance in moving supplies and equipment to the new assignment. In addition, the employee shall receive two days of release time (or substitute pay-in-lieu of release time) to spend in on-site preparation for the new assignment.

b. An employee who is to be involuntarily transferred for the following school year will be given written notice prior to the last student day of the school year.

c. Any involuntary transfer will not result in a reduction of an employee's base salary or health and welfare benefit contributions.

5. **Displaced Employee(s) and Other Placement.** Following consideration of reassignment and transfer applications, the order of filling a vacant position is determined by the seniority of the employee, except that an employee who is on the 39-month reemployment list must be appropriately credentialed and must satisfy the criteria for the position in order to be eligible for re-employment.

G. When a vacancy occurs between the end of the regular school year and prior to the beginning of the second school month of the following school year, the posting/application process shall be condensed. Any vacant position that occurs shall be **emailed to certificated staff and** posted **on www.edjoin.org.** ~~the District web-site (if operational) and on the San Luis Obispo County Office of Education job line. In addition, a copy of each posting shall be mailed to each employee who has made a written request to be notified and to the Association President.~~

1. The deadline for applications shall be as specified in the posting, but not less than two work days following the date of the posting. Any employee who is interested in being considered for the position shall be responsible for notifying the District ~~by telephone and confirmed~~ in writing ~~or by fax~~ within five days. Placement shall be made as provided by paragraphs F.1 through F.4 of this Article.

2. The District reserves the right to hire a new employee without consideration of applications for voluntary reassignment or transfer for a specific position after the first week of August. The District agrees to implement the provisions of this paragraph only if the District determines that an internal reassignment or transfer would not be in the best interest of the District's educational program. When the District places a new-hire into a specific vacant position without consideration of internal requests pursuant to the provisions of this paragraph, the specific position into which the new-hire has been placed shall be posted as a vacant position for the subsequent school year.

Miscellaneous Provisions

H. An employee who has been involuntarily reassigned or transferred shall be entitled to the right of first refusal if a vacant position in the assignment from which the employee was involuntarily reassigned occurs. This provision shall not apply to an employee whose assignment was involuntarily changed for the improvement of job performance as a part of the evaluation process.

I. An employee who has requested a written statement of the District's reason or reasons for an assignment change, may provide a written response. The response will be placed in the personnel file with the District's statement.

J. Classroom Relocation (Involuntary and Voluntary Moves):
In the event a classroom teacher is required by the District to involuntarily relocate classrooms, the teacher shall be entitled to either (a) up to 7.5 hours of compensation ($42 per hour) to be submitted via timesheet, or (b) one (1) workday of substitute coverage to facilitate the move. For part-time classroom teachers, the 7.5 hours (or equivalent substitute coverage time) shall be prorated based on the teacher's assigned full-time equivalency (FTE). If a classroom teacher voluntarily elects to relocate classrooms, no additional compensation, timesheet hours, or substitute coverage shall be provided. This provision applies only to classroom teachers and does not apply to Teachers on Special Assignment (TOSAs) or other non-classroom-based certificated staff unless approved by administration.

ARTICLE XII (12)
DISPUTE RESOLUTION PROCEDURES

Definitions

A. A "dispute" shall mean a written complaint that there has been an alleged violation, misinterpretation or misapplication of a provision of this Agreement.

B. A "grievant" shall mean an employee or the Exclusive Representative who files a written complaint in accordance with the procedures in this Article.

C. A "day" shall mean a day when the employee is required to be present and to render service to the District. A Level Two written complaint may include the grievant's election to process the grievance on days when the District Office is open for business.

General Provisions

D. Every employee shall have the right to attempt to resolve disputes in accordance with these procedures with or without representation. Nothing contained in this Article shall be construed to prevent any individual employee from discussing a problem with a representative of the District and having it resolved without filing a written complaint as provided herein.

E. The failure of a grievant to act within the prescribed time limits stated in this Article will act as a bar to any further appeal. The failure of the District to give a decision within the time limits shall permit the grievant to proceed to the next level.

1. Time limits at Level Two and Level Three may be extended by mutual written agreement.

F. Hearings and conferences under this procedure shall be conducted at a time and place which will afford opportunity for all persons entitled to be present to attend and will be held, insofar as possible, after the regular hours of instruction or during the non-teaching time of personnel involved.

G. Any investigation or other handling or processing of a grievance by any party to the grievance shall minimize interference with or interruption of the instructional program.

H. When it is necessary for a grievant to testify in a formal hearing, the grievant will be released from regular duties without loss of pay in order to participate. An employee who participates in a formal hearing during the student day will be released from duty without loss of pay.

I. All materials concerning a written complaint shall be kept in a file separate from the personnel file.

J. Names of all affected parties shall appear on all documents related to the settlement of any dispute.

K. References to a specific administrator or manager shall also include "or designee".

Dispute Resolution Levels

L. **Level One.** The affected employee shall first discuss the matter with the immediate supervisor in an effort to resolve the matter informally.

M. **Level Two.** Any employee who, after attempting an informal resolution, believes that the dispute has not been resolved, may reduce the matter to writing within 15 days after the act or condition giving rise to the dispute or within 15 days of when the grievant should have known of the act or condition giving rise to the dispute. The dispute will be presented to the immediate supervisor on a District form and shall include:

1. The name of the affected employee.

2. The provision or provisions of the Agreement alleged to have been violated.

3. A statement describing how the District is alleged to have violated the agreement (including all names, dates, and places necessary for a complete understanding of the dispute), the decision rendered at Level One, if any, and the remedy sought.

4. The immediate supervisor shall issue a preliminary written response within 10 days of receipt of the form.

N. Within five days of the preliminary written response, the grievant may request that the dispute be submitted to conciliation by the California State Mediation and Conciliation Service. A copy of the request shall be provided to the Superintendent at the time it is filed.

1. If the conciliation process does not result in a settlement, or if the grievant does not request conciliation, a final written answer shall be issued by the Superintendent. The final written answer shall be issued within 10 days of conclusion of the conciliation process or within 10 days of receipt of the preliminary written response, whichever applies.

O. **Level Three.** A dispute that is not resolved at Level Two may be appealed (1) to the Board or (2) to binding arbitration at Level Three. The selection of either option (1 or 2) precludes utilization of the other option. The appeal must be filed within 15 days of the issuance of the denial at Level Two.

1. If the appeal is made to the Board, the appeal shall state why the Level Two denial was unsatisfactory and what facts and/or conclusions are being appealed. The Board shall issue a written answer to the appeal within 30 days of receipt of the appeal.

2. If the appeal is made to arbitration, the arbitration shall be conducted pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association or pursuant to the procedures of the California State Mediation and Conciliation Service. The Association shall control its participation and financial responsibility to bargaining unit members for the arbitration process through internal procedures.

3. The arbitration shall be limited solely to the interpretation and application of this Agreement to the precise issue or issues submitted for arbitration. The arbitration shall not determine any other issue or issues. Where the District has made a judgment involving the exercise of discretion, the arbitrator shall review the decision solely to determine whether the decision has violated the Agreement. The arbitrator shall not substitute the arbitrator's judgment for that of the District.

4. After a hearing on the merits, the arbitrator shall render a written decision which sets forth findings of fact, reasoning, and conclusions on the precise issue or issues submitted. The arbitrator shall not add to, subtract from, modify, alter, or amend any provisions or procedures contained in this Agreement. The arbitrator's award may include restitution, financial reimbursement, or other proper remedy except monetary damages or penalties. No dispute shall be filed regarding:

a. The discharge of a probationary employee.

b. The failure or refusal of the District to rehire or retain in employment any probationary employee.

c. The decision of the District granting or refusing to grant any study, professional growth, or unpaid leave of absence.

d. The contents of an evaluation.

P. The decision and award of the arbitrator shall be submitted to the Association and to the Board for review and implementation.

Q. Costs for the services of the arbitrator, including but not limited to per diem expenses, travel, and reasonable subsistence expenses, and the cost of any hearing room shall be borne equally by the District and the Association. All other costs shall be borne by the party incurring them.

R. The parties may, by mutual agreement, utilize expedited arbitration.

ARTICLE XIII (13)
DISCIPLINE

A. **Scope.** Discipline shall be imposed upon a certificated employee pursuant to the terms of this Article as authorized by Government Code section 3543.2(b).

1.Disciplinary action shall be for just cause and shall be administered in accordance with the provisions of this Article. Disciplinary actions taken pursuant to the provisions and procedures of this Article and are intended to be corrective rather than punitive.

2. The degree of severity of the disciplinary action should be reasonably related to the nature of the offense committed by the employee and should take into account any prior disciplinary action or actions imposed on the employee.

3. "Discipline" shall mean a suspension without pay of up to fifteen (15) work days.

4. For purposes of these procedures, the following are not considered disciplinary actions and are specifically excluded from the provisions and procedures of this Article: an oral or written warning, an incident report, a letter of reprimand, paid administrative leave, or the deduction of pay for being absent without leave. (See Section H below for procedures applicable to letters of reprimand).

5.The provisions and procedures of this Article shall not apply to a "Notice of Unprofessional Conduct" or a "Notice of Unsatisfactory Performance" as set forth in Education Code section 44938 or to any proceeding that arises out of the issuance of such a Notice. This Article shall not govern or impact any termination or suspension proceeding arising under Education Code section 44930 et. seq. Also specifically excluded from the provisions and procedures of this Article are actions taken by the District as part of the process of evaluation of an employee's work performance or that are related to the placement of materials in the District's personnel file.

B.**Time Lines.** No disciplinary action shall be taken for any cause that arose prior to the employee becoming a permanent employee of the District or for any cause that arose more than four (4) years preceding the date of the notice of disciplinary action unless the cause was concealed or not disclosed by the employee when it reasonably could be assumed that the employee should have disclosed the facts to the District.

C.**Pre-Discipline Meeting.** Any proposed disciplinary action shall be brought to the attention of the Superintendent. The Superintendent shall investigate the matter and shall hold an informal meeting with the employee or, if requested by the employee, with the employee and a representative within ten (10) work days after the matter has been brought to the Superintendent's attention.

1. The employee shall have the right to be accompanied to the meeting by a representative.

2. The employee shall be notified in writing of the allegations and shall be given an opportunity to respond.

D.**Notice of Discipline.** Within five (5) work days of the conclusion of the pre-discipline meeting, the Superintendent shall give the employee written notice of the intended disciplinary action.

1. The notice of disciplinary action shall be personally served upon the employee and shall be signed for and dated upon receipt, or it shall be sent by United States certified mail, return receipt requested, addressed to the employee at the employee's last known address on file with the District.

2. If the employee has utilized the services of a representative, the representative shall also be sent a copy of the notice.

3. The notice of disciplinary action shall inform the employee of the charges as well as the effective date of discipline, which shall be not less than six (6) work days after service of the notice. The notice shall contain a statement in ordinary and concise language of the specific acts and omissions upon which the disciplinary action is based, a list of the dates of related oral or written warnings, if any, a statement of the cause for the action taken, and if it is claimed that an employee has violated a rule or regulation of the public school employer, the rule or regulation shall be set forth in the notice.

4. The notice shall inform the employee of the right to a hearing and the time in which the request for a hearing must be filed, which shall be not less than five (5) work days after service of the notice.

5. The notice shall also contain a form, the signing and filing of which shall constitute a request for a hearing. Failure to timely file the request for a hearing as set forth in

the notice shall constitute a waiver of the right to an appeal hearing and the discipline shall be final.

E.**Hearing Procedures**. If the employee timely files a request for hearing, the hearing shall be held in accordance with the following procedures:

1. The hearing shall be held before an Administrative Law Judge ("ALJ") assigned by the Office of Administrative Hearings ("OAH"). The ALJ shall rule on all preliminary motions and other matters.

2. Hearings shall be conducted in the manner most conducive to determination of the truth; technical rules of evidence shall not apply.

3. The ALJ shall determine the relevancy, weight, and credibility of testimony and evidence.

4. Findings shall be based on the preponderance of the evidence.

5. The burden of proof to support the discipline rests with the District.

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

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

8. Both the District and the employee will be allowed to be represented by legal counsel or other designed representation.

9. The hearing shall be closed to the public unless the employee requests, in writing at least five (5) work days prior to the hearing, a public hearing.

10. The ALJ shall render a written recommended decision as soon after the conclusion of the hearing as possible. The decision shall set forth which charges, if any, are sustained and the reasons therefore, and a recommended decision.

11. The Board shall adopt, modify, or reject the ALJ's recommendations.

12.The Board's decision shall be in writing and shall set forth the findings of fact, conclusions, and reasons for the Board's determination.

13.The decision of the Board shall be final.

F.**Judicial Review.** Nothing contained within this procedure shall be interpreted to deny an employee's right to seek judicial review of a disciplinary action.

G. Miscellaneous Provisions

1. When the Superintendent determines that the needs of the District so require, an employee may be suspended immediately on an emergency basis prior to the completion of the procedures set forth in this Article.

2. Any proposed suspension of an employee, except an immediate suspension, shall be stayed until completion of the appeal hearing process if the proposed suspension is challenged. In that case, the suspension and any loss of compensation shall be an issue in the appeal hearing, if one is requested by the employee.

3. All information and proceedings shall be kept as confidential as possible by all parties to the proceeding.

H.**Letters of Reprimand.** The procedures of this Section H shall govern letters of reprimand. If the District issues a letter of reprimand to a unit member, the reprimand shall be placed into the unit member's personnel file and the unit member shall have the right to file a written response. Any response to the reprimand shall also be placed into the unit member's personnel file. If the unit member disagrees with a letter of reprimand, the reprimand shall be subject to the Dispute Resolution Procedures of this Agreement.

ARTICLE XIV (14)
CONCERTED ACTIVITIES

Association Obligations

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

B. 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 employees to do so. In the event of a strike, work stoppage, slow-down, or other interference with the operations of the District by employees, the Association agrees in good faith to take all necessary steps to cause employees to cease such action.

Violation

C. It is agreed and understood that any employee violating this Article may be subject to discipline up to and including termination by the District.

ARTICLE XV (15)
SAVINGS PROVISION

A. 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 regulations of a court or federal, state, or county 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.

ARTICLE XVI (16)
EFFECT OF AGREEMENT

A. 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.

1. Except as provided by paragraph B, inclusive, of this Article (page 36), the parties expressly waive and relinquish the right to meet and negotiate with respect to any subject or matter, even though such subject or matter may not have been within the knowledge or contemplation of either party at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters may have been proposed and later withdrawn.

B. The District agrees that it will not change any "term or condition of employment" (including those contained in Board Policy) as defined in the Act without notifying the Exclusive Representative of the intended change in writing.

1. The Exclusive Representative must make a written demand to bargain the effect of the change within 10 days of the notice that the change is being made or the right of the Exclusive Representative to meet and negotiate as to the specific matter shall be waived. The District agrees that it will meet and negotiate at a mutually acceptable time following receipt of the written demand.

ARTICLE XVII (17)
NEGOTIATIONS

A. Upon completion of the "sunshine" requirements of negotiations proposals as required by law, the Board and the Association will commence meeting and negotiating. For the successor agreement to this agreement, the parties agree to commence negotiations after January 1, 2027 for the 2027-28 fiscal year (see B below as an example of what has been mutually agreed upon).

B. ~~The district (CUSD) and CCTA will meet in 2025-26 to negotiate Article V (5) - Pay and Allowances and Article VI (6) - Health and Welfare Benefits for the 2026-27 school year as well as up to two (2) non-fiscal articles for the 2026-2027 school year.~~ The district (CUSD) and CCTA will meet in 2026-27 to negotiate a successor agreement. **Recognizing that the current collective bargaining agreement expires on June 30, 2027, the parties acknowledge their intent to open full contract negotiations during the 2026-27 school year.**

C. The District shall provide reasonable release time for negotiations for up to four (4) Association representatives.

ARTICLE XVIII (18)
TERM OF AGREEMENT

A. The parties agree that this agreement concludes all negotiations for the Collective Bargaining Agreement dated July 1, 2025 through June 30, 2027 unless mutually agreed upon by both parties.

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

TENTATIVE AGREEMENT ADDITIONS

By: BOARD APPROVED 5/7/2026
Joe Prian
President, Board of Trustees

DATE: 5/7/2026

By: Jill Southern
Jill Southern
Superintendent

DATE: Jul 23, 2026

Signature: Jill Southern
Jill Southern (Jul 23, 2026 09:20:24 PDT)
Email: jillmusser@aol.com

COAST CAMBRIA TEACHERS ASSOCIATION, CCTA/NEA

By: Kendra Simmons
~~Andrew Crosby~~ **Kendra Simmons**
CCTA President

DATE: Jul 24, 2026

Signature: Kendra Simmons
Kendra Simmons (Jul 24, 2026 15:24:47 PDT)
Email: ksimmons@coastusd.org