CUSD Proposal to ACT March 9, 2020 Time: 2:00pm

Article 3

ARTICLE III DEFINITION OF TERMS

- 3.1 Definitions
- 3.1.1 The term "ACT" means Chapter 10.7, Sections 3540 through 3549.3 of Division 4 of Title 1 of the Educational Employment Relations Act of the State of California.
- 3.1.2 The Term "Unit Member" refers to any regular certificated employee of the District covered by this Agreement. Temporary, probationary or permanent, part-time or full-time classroom teachers including, but not limited to, psychologists, nurses, speech and language pathologists, education specialists, school counselors, adapted physical education teachers, reading specialists, teachers on special assignment, and career/technical education (CTE) teachers considered to be unit members.
- 3.1.3 The following positions are not considered unit members substitute teachers, non-unit member summer school teachers, adult education teachers, and the positions of clinical counselors and all certificated management and supervisory positions. Superintendent, Associate Superintendent, Assistant Superintendent, Senior Director of Human Resources, Senior Director of Learning, Director of Technology, Director of Student Services. Principals, and Assistant Principals are not considered unit members.
- 3.1.4 A full-time employee means one who is assigned under contract for one semester or more to work the entire day for all of the duty days in that semester as provided in this agreement.
- 3.1.5 A part-time employee means one who is assigned under contract for one semester or more to work less than the regular full-time employee as defined in this agreement.
- 3.1.6 The term "association" means the Association of Coronado Teachers.
- 3.1.7 The term "board" means the Board of Education of the Coronado Unified School District. Article III 2
- 3.1.8 The term district means the Coronado Unified School District.
- 3.1.9 The term"duty days" means the days on which unit members are required to perform services for the district.
- 3.1.10 The term "school days" means the days students are required to be in attendance.
- 3.1.11 The term "exclusive representative" means the Association of Coronado Teachers.
- 3.1.12 The term "fiscal year" or "school year" means the one-year period from July 1 to June 30.
- 3.1.13 The term "certificated employee" means a unit member.

Tentative Agreement January 30, 2020 Time: _____

ARTICLE 4 NEGOTIATIONS PROCEDURES

4.3 **Tentative Agreements**

During negotiations, items tentatively agreed upon shall be reduced to writing and initialed by both parties. Negotiating sessions will be at mutually agreed upon times and places. Both parties will endeavor to meet, as much as possible, at times that will minimize disruption to instructional time.

AGREED

FOR THE DISTRICT

Director, Human Resources

FOR THE ASSOCIATION

Amanda Vanasse

ACT Spokesperson

ACT President

Tentative Agreement January 27, 2020 Article 11

DUES AUTHORIZATION

11.1 Organizational Choice

Unit members have the absolute right to form, join, or participate in the Association organization(s) of their choice:

11.2 Dues and Agency Fee Deductions

The District agrees to deduct the amount of Association dues and any other assessments, or agency fees from the pay of unit members. Agency fees shall be deducted for unit members who do not become members of the Association.

11.3 Payment of Moneysies

With respect to all sums deducted by the District for membership dues or agency fees, the District agrees to remit such moneys monies promptly to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made, and indicating any changes in personnel from the list previously furnished.

11.4 Membership/Agency Fee Communication

The Association and the District agree to furnish each other any information needed to fulfill the provisions of this Article, such as, but not limited to, monthly notification of any newly hired bargaining unit members.

11.5 Religious Exemptions

11.5.1 Any unit member who qualifies as a religious objector shall not be required to join or financially support the Association as a condition of employment. Such unit member shall pay, in lieu of a service fee, sums equal to such service fee to one of the following non-religious, non-labor organization, charitable funds exempt from taxation under Section 501(e)(3) of Title 26 of the Internal Revenue Code:

- 1. American Cancer Society:
- 2. Children's Hospital.
- 3. United Way.
- 4. San Diego Hospice.
- 5. American Lung Association.

11.5.2 To receive a religious exemption, the unit member must obtain a form from the Association and submit a detailed written statement

- 12.4.3 Unless an employee has requested the following information be withheld to preserve personal privacy, the District shall provide the Association the following information for existing and new employees electronically, in editable format: name job title personal email personal cell phone number work location grade level/assignment FTE status Employment status (temporary, probationary, permanent) Said information shall be provided to the Association thrice annually: by July 1, October 1 and February 1.
- **12.5 Unit Member Representatives on Committees** The Association shall have any right granted to it under any statute to be involved in the selection of members of committees pertinent to the educational process.
- 12.6 Agenda Provision The District shall provide the Association with an appropriate number of copies of the complete Board meeting agenda minus Closed Session material; to wit: one for each school site to be posted on the Association bulletin board, one for the President of the Association, and one for each person designated as classroom representative to the Board. Article XII 3—The Association shall be provided time on the regularly scheduled school board meeting agenda to share Association business and promote labor-management relations.

12.7 Release Time

- 12.7.1 The Association President or designees shall be provided release time of a total of twenty (20) days for both individuals per each school year to engage in Association related business at no loss of salary or other benefits.
- 12.7.2 Bargaining Team members shall be provided ten (10) release days for negotiations including preparation time at no loss of salary or other benefits.
- 12.7.3 Whenever possible, release time shall be scheduled for times that will have the least impact on instructional time.

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	1-30-2020
CUSD	Date
Anana	1/30/20
ACT Amanda Vanasse- ACT Spokesperson	Date
A Landy	1/30/20
ACT Jennifer Landry- ACT President	Date

Tentative Agreement January 30, 2020

ARTICLE 12 ASSOCIATION RIGHTS

12.6 Agenda Provision

The District shall provide the Association with an appropriate number of copies of the complete Board meeting agenda minus Closed Session material; to wit: one for each school site to be posted on the Association bulletin board, one for the President of the Association, and one for each person designated as classroom representative to the Board. The Association shall be provided time on a regularly scheduled school board meeting agenda to share Association business and promote labor-management relations.

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- 12.7.2 Bargaining Team members shall be provided ten (10) release days for negotiations including preparation time at no loss of salary or other benefits.
- 12.7.3 Whenever possible, release time shall be scheduled for times that will have the least impact on instructional time.

AGREED

Armando Farias Director, Human Resources	1-30-2020 Date
FOR THE ASSOCIATION Amanda Vanasse	1-30-2020 Date
ACT Spokesperson Jennifer Landry ACT President	1-30-2020 Date

ACT Proposal to CUSD 4-23- 2020

ARTICLE 13 TRANSFER AND REASSIGNMENT

13.1 General

The Superintendent, or designee, pursuant to Section 35035 of the Education Code, shall determine assignments for unit members.

13.2 Definitions

- 13.2.1 Transfer is defined as the movement of a unit member from one (1) school site to another pursuant to Section 13.2.5.
- 13.2.2 Reassignment is defined as a change in the assignment at the same work location. "Assignment" means the department, subject area, or grade level. the movement of a unit member from:
 - (a) One grade to another at the elementary level (grades K-5).
 - (b) One grade to another at the secondary level (grades 6-12).
 - (c) One subject to another subject at the secondary level.
 - (d) One department to another department at the secondary level.
- 13.2.3 Voluntary Transfer/Reassignment is a transfer or reassignment which is initiated through a request by a unit member.
- 13.2.4 Involuntary Transfer/Reassignment is a transfer or reassignment which is initiated by the Superintendent or designee.
- Vacancy is defined as the existence of a teaching position resulting from the creation of a new position due to increased enrollment or change in population, the approval of a leave, a transfer or reassignment, or the need to fill a position because a unit member has left the employ of the District.

13.3 Notification of Interest in Transfer or Reassignment

- 13.3.1 An official District Request/Intention Request/Intention—form will be completed annually by February 15, indicating the unit member's interest in pursuing a voluntary reassignment or transfer within the District.
- 13.3.2 The Request/Intention Request/Intention—form will be kept on file in the District's Human Resources office during the following year and will be used in determining the names of those unit members interested in reassignments and transfers.
- In the case of a change to any of the information on the Request/Intention Request/Intention—form it is incumbent on the unit member to notify the District of these changes as soon as possible, but no later than February 15.

13.4 Filling Vacancies Through Voluntary Reassignments

- If a vacancy occurs during the school work year, the site principal will determine whether the position should be filled through a reassignment. The principal will first notify the certificated staff in writing, to include a notification of interest deadline discuss the vacancy first with his/her staff to determine if it can be filled through voluntary reassignment; then refer, if there is no interest, to the Request/Intention Request/Intention forms to fill the position through a voluntary transfer.
- If a vacancy occurs during the summer, the site principal will use the current Request/Intention Request/Intention—forms completed by the unit members from the preceding February 15 deadline to determine those unit members eligible to be considered for reassignment.
- 13.4.3 In determining whether a vacancy shall be filled through voluntary reassignment, the site principal shall use the following list of criteria in alphabetical order:
 - (a) Credentials.
 - (b) Knowledge of program.
 - (c) Prior performance evaluations.
 - (d) Instructional requirements of program.
 - (e) Ability to maintain effective learning environment.

- (f) Experience in subject matter area.
- (g) Major/minor areas of study.
- (h) Consideration of retention and contentment of unit member.
- (i) Impact on the school site's instructional program.
- 13.4.4 If two or more unit members indicate interest in being reassigned to the vacancy, the principal will use the list of criteria presented in Section 13.4.3 to decide the best-qualified candidate.
- 13.4.5 If a unit member is denied a voluntary reassignment, upon written request from the unit member, the principal will provide a written explanation for denial.
- 13.4.6 If no voluntary reassignment has filled a vacancy, the District will attempt to fill the vacancy through the process of voluntary transfers.

13.5 Filling Vacancies Through Voluntary Transfer

- 13.5.1 If a vacancy is not filled through a voluntary reassignment, the site principal shall determine if any unit member is interested in filling the position through transfer. This determination shall be made by using the official Request/Intention Request/Intention—forms completed by the unit members.
- In determining whether a vacancy shall be filled through voluntary transfer, the site principal shall use the list presented in Section 13.4.3.
- 13.5.3 If two or more unit members indicate interest in being transferred to the vacancy, the principal will use the list of criteria presented in Section 13.4.3 to decide the best-qualified candidate.
- 13.5.4 If a unit member is denied a voluntary transfer, upon written request from the unit member, the principal will provide a written explanation for denial.
- 13.5.5 If no voluntary transfer has filled a vacancy, the District will attempt to fill the vacancy through the process of hiring.

In determining the ability of a unit member to fill the vacancy through reassignment or transfer, a principal and/or District administrator may use observations or a conference with the unit member. No formal interview of the unit member will be required.

13.6 Part-Time Unit Members' Rights to Transfer and Reassignment

Unit members hired for part-time contracts must be as qualified to teach as teachers hired for full-time positions. Thus, when vacancies are posted within the District, part-time employee requests to become full-time will be treated as a transfer request.

13.7 Involuntary Transfer

- 13.7.1 Involuntary transfers shall not be punitive or disciplinary in nature, but shall be based upon whether or not the involuntary transfer serves the best interests of the District as deemed necessary by the Superintendent.
- 13.7.2 If a change of enrollment or funding requires a decrease or increase in staff at a particular school or level within a particular funded program, the District shall seek volunteers prior to making any involuntary transfers. If an involuntary transfer becomes necessary, the unit member with the least District-wide seniority shall be considered first for the involuntary transfer. A written notice of an involuntary transfer shall be given to the unit member as soon as it is known that a transfer is necessary.
- Upon written request, the Superintendent shall meet with the unit member being involuntarily transferred and, if requested, his/her representative, to discuss the reasons therefore. If requested by the unit member, the Superintendent shall prepare a written statement of the reasons for transfer.
- 13.7.4 Unit members being involuntarily transferred shall have the right to indicate transfer preferences from a list of available vacant positions, if more than one position is available.
- In cases where a unit member is to be involuntarily transferred during the current school year, the Superintendent shall permit the unit member being transferred instruction-free duty time, appropriate to the need, but not to exceed three (3) duty days, for preparation and orientation in the receiving

school. The District shall provide assistance in the moving of the unit member's materials to the new work location.

13.7.6 At the secondary level, site administrators shall discuss with the unit member being transferred for the following year the need for such action.

13.8 Involuntary Reassignment

- 13.8.1 Involuntary reassignment shall not be punitive or disciplinary in nature.
- 13.8.2 If a change of enrollment or funding requires a decrease, or increase, in staff at a particular school, or level within a particular funded program, the District shall seek volunteers prior to making any involuntary reassignments. If an involuntary reassignment becomes necessary, the unit member with the least District-wide seniority shall be considered first for the involuntary reassignment. In making involuntary reassignments, a written notice of the involuntary reassignment shall be given to the unit member as soon as it is known that the reassignment is necessary.
- 13.8.3 When reassignments are being considered which would add preparations to the unit member's work schedule, the unit member may meet with the site administrator and all alternatives shall be considered. The unit member may appeal the decision within two (2) duty days to the Superintendent.
- In cases where a unit member is to be involuntarily reassigned during the current semester, the District shall permit the unit member being reassigned instruction-free duty time, appropriate to the need, but not to exceed three (3) duty days for preparation and orientation. The District shall provide assistance in the moving of the unit member's materials to the new work location, if necessary.

13.9 Rights of Unit Members Returning from Leave

- 13.9.1 If a unit member goes on leave and is replaced by a temporary contract teacher, then the returning unit member shall fill an equivalent position for which that member is credentialed and qualified. The unit member may be transferred or reassigned as if the unit member had never gone on leave.
- 13.9.2 If the position that a unit member held when the unit member went on

leave no longer exists on return from leave, or was filled by another unit member within the District at the time the leave was begun, then the unit member returning from leave shall be accorded all of the rights and privileges that are afforded any other unit member requesting a voluntary transfer or reassignment.

16 Dan	4/23/2020
CUSD Armando Farias - Director of Human Resources	Date
-6-M	4-23-20
ACT Amanda Vanasse - ACT Spokesperson	Date
Jennifer Landry	04/24/20
ACT Jennifer Landry - ACT President	Date

Memorandum of Understanding By and Between the Coronado Unified School District and Association of Coronado Teachers



This Memorandum of Understanding is entered into by and between the Coronado Unified School District ("District") and Association of Coronado Teachers ("Association," collectively the "Parties") for the purpose of resolving their current negotiations regarding Article 14. Evaluation Procedure, and Appendix D, of their collective bargaining agreement.

- 1. The Parties agree to establish a Committee for the purpose of reviewing, discussing and recommending improvements to Article 14 and Appendix D. The primary purpose of the Committee will be to recommend improvements to the current processes, tools and forms in Article 14 and Appendix D, to ensure effective evaluations. The scope of the Committee's review may include any and all processes, tools and forms currently set forth in Article 14 and Appendix D.
- 2. After reviewing and discussing Article 14 and Appendix **Q**, the Committee will develop and send written recommendations to the Parties' negotiating teams. The negotiating teams will then promptly meet and negotiate regarding the Committee's recommendations, which they may accept, modify or reject. If the negotiating teams are unable to reach agreement after receiving the Committee's recommendations, they may jointly ask the Committee to reconvene and present revised recommendations.
- 3. The goal will be for the revised evaluation procedures to go into effect beginning in the 2021-2022 school year. To meet this goal, the Committee will present its recommendations to the Parties' negotiating teams by no later than March 1, 2021.
- 4. The Committee will be comprised of five (5) total members, with two (2) selected by the Association and three (3) selected by the District. The District and the Association may permanently or temporarily modify the Committee members upon mutual agreement. The Parties may also, upon mutual agreement, invite non-Committee members to attend and participate in Committee meetings when doing so could assist the Committee.
- 5. The Committee will meet at times and locations as agreed-upon by its members. The goal will be to meet regularly and without unreasonable delay, so that the Committee will complete and present its recommendations to the negotiating teams by no later than March 1, 2021.
- 6. The Parties acknowledge and agree that this MOU temporarily resolves their current negotiations on Article 14 and Appendix D, and that upon receiving the Committee's recommendations, the Parties will reconvene those negotiations to completion. This does not preclude the Parties from ratifying a tentative agreement on all other outstanding articles currently being negotiated.

FOR THE DISTRICT

Director, Human Resources

3-9-2020 Date

FOR THE ASSOCIATION

President, ACT

ACT Spokesperson

 $\frac{3/9/2020}{\text{Date}}$

ACT Proposal to CUSD April 23rd, 2020 Time: 11am Article 15

15.1 Unit Member Work Year

- 15.1.1 The unit member work year shall be 185 days. The work year includes 180 student days, one (1) Professional Development Day and four (4) Teacher Work Days. The work year of 185 duty days represents 100% of the certificated salary schedule as presented in Appendix B.
- 15.1.2 The work year for certain unit members who may meet a special district need may be extended by mutual agreement between the individual and the district up to five (5) working days at either end of the regular work year with thirty (30) calendar days notice. The unit member shall be compensated at the appropriate per diem rate for each day served.
- 15.1.3 At the request of the site administrator, and with the approval of the unit member involved, a unit member may teach during his/her preparatory period. The unit member will be compensated for the equivalent of one period. At the secondary level the compensation will be 1/5 of the unit member's current salary. A unit member is considered full-time, at the secondary level, if they teach five instructional periods. For purposes of compensation provided under this article, a full teaching assignment at the secondary level, is to include no more than five instructional periods per class cycle, not to include advisory as defined in 15.4.1.
- 15.1.3.1 The use of a preparatory period for instruction will be used on an emergency basis only. As an example, an emergency could result from an unanticipated growth or shift in student enrollment. All efforts will be made to anticipate enrollment changes to properly staff each site prior to the beginning of each school year. In case unit members are needed to teach during their preparatory period, efforts to eliminate this necessity will be made for the second semester.
- 15.1.3.2 No unit member shall volunteer or be asked to teach during his/her preparatory period for two (2) consecutive years if there is any reasonable way to avoid such a situation. No nontenured unit member shall volunteer or be asked to teach Article XV 2 during his/her preparatory period if there is any reasonable way to avoid such a situation.
- 15.1.3.3 When an emergency situation requires the use of a preparatory period for instruction, the position must be opened to all qualified teachers at the site. If more than one qualified applicant is available, consideration should be given to the unit member who has not recently served in this capacity.
- 15.1.4 At the request of site administration and with approval of the unit member involved, a unit member can teach/substitute for another teacher/employee during the unit member's preparatory period on any given day. The unit member will be compensated at the non-per diem hourly rate as defined in 19.1.2.

15.2 Support Services Personnel

15.2.1 Support Services Personnel, including but not limited to psychologists, speech, language and hearing specialists, academic counselors, education specialists, adapted physical

education teachers, and nurses shall have a work year consistent with that of other classroom teachers.

15.2.2 The work year for Support Services Personnel may be extended up to five (5) duty days by the District at either end of the regular work year with thirty (30) calendar days' notice. By mutual agreement, the Support Services Personnel work year may be extended for additional days to meet District needs. Compensation shall be in accordance with Article XIX, Section 19.3.5.

15.3 Unit Member Duty Day

- 15.3.1 The length of the unit member workday, including a duty-free lunch period and break periods as required by law, shall be seven (7) hours and thirty (30) thirty-five (35) minutes except as provided for in Section 15.3.2 and as modified in Section 15.3.4.
- 15.3.2 Unit members shall continue to furnish adequate time to students outside the instructional day and to attend faculty and other professional meetings and obligations that are related to the educational program of the District, including open houses and conferences, and excluding those duties specified in Article XIX, Section 19.4.1.
- 15.3.3 Classroom teachers shall not be assigned to continuous classroom instruction for a period of time exceeding two (2) hours and thirty (30) minutes without having a break of at least ten (10) minutes. Conferences, er-planning periods, or passing periods shall constitute the required break if they occur at intervals that limit the continuous instruction to two (2) hours and thirty (30) minutes or less.
- 15.3.4 Emergency Situations All time during the on-site workday not assigned to direct student-teacher classroom time will be available for assignment at the discretion of the building principal or immediate supervisor when needed due to emergency situations. An emergency situation is a temporary unexpected set of circumstances that constitute a threat to students or employees. An emergency will not extend beyond a period of ten (10) duty days unless extended by an act of the Board of Education. Before assigning unit members to emergency supervision duty, the site principal or designees shall first ask for volunteers and shall assign all volunteers, if any, before any other unit members are assigned to emergency supervision.

15.4 Number of Preparations

15.4.1 Site administrators shall minimize the number of subject matter preparations required of each secondary unit member (6-12), and shall consult with the unit member prior to assigning more than two different preparations.

No unit member shall have four (4) or more preparations without his or her written consent, unless aide time is provided or other adjustments considered. Such considerations may include but are not limited to redistribution of students, assignment of aide time, provision of additional Article XV 4 preparation time, or other similar action. Such action, however, shall be limited to that which is reasonably possible and is not overly disruptive to the education of the students. If action satisfactory to the teacher involved has not been initiated by a site administrator within five (5) working days after a written request has been made by the teacher, and upon request of the teacher, the site administrator and the teacher will meet with the Superintendent to determine what action may be taken to relieve the teacher's load. Remedial action mentioned

- above shall also be applicable in grades 6-12 in cases of excessive numbers of preparations (four [4] or more) as jointly determined by the teacher and site administrator. A preparation is specific and separate planning and preparation for a particular grade or class. A weekly advisory or homeroom period of no more than 30 minutes, for which no curricular preparation, assessment, or follow-up is required, shall not be considered subject matter preparation.
- 15.4.2 Section 15.4.1 shall not apply to career technical education (CTE) teachers.
- 15.4.3 Reduced time unit members at grades TK-5 4 and 5 shall have proportional reduced preparation time per day as in Section 15.4.5.
- 15.4.4 Middle school and high school teachers shall be entitled to one (1) period per day or one period per block schedule class cycle, for the purpose of preparing, planning, and upon prior arrangement, conferring with parents.
- 15.4.5 Reduced time unit members at the secondary school level, except for secondary school counselors, shall have reduced proportional preparation time per day set aside exclusively for preparation, planning, and upon prior arrangement, conferencing with parents and students.
- 15.4.6 Full-time unit members at grades TK-5 4 and 5 shall have one preparation period per day of no less than forty-five minutes (45) forty (40) minutes, thirty (30) of which shall be consecutive time, set aside exclusively for preparation and upon prior arrangement Article XV 5 conferencing with parents. The prep time shall be exclusive of Section 15.3.3, duty-free lunch and pre- and post-school time.
- 15.5 Relief Breaks It shall be the responsibility of the site administrator to see that, through class and assignment schedules, each unit member has time for a physical relief break daily, if requested. 15.6 Duty-Free Lunch Each unit member shall have a duty-free, uninterrupted lunch period of at least forty five (45) minutes, including five (5) minutes passing period.
- **15.7 Lunch Supervision** Without their consent, unit members shall not be required to supervise students during the students' lunch period except in cases of extreme emergency, such as emergency drills or a situation involving a large scale student disturbance.
- **15.8 Early Release Subject** to approval by the principal, a unit member may be released from on-site duties following the completion of the instructional day.
- **15.9 Travel Between Schools** Unit members who travel from one school to another on a regular basis shall have the same rights to a planning/preparation period, lunch period, and physical relief breaks as do other unit members.
- **15.10 Released Time for Committee Work and Meetings** Adequate release time may be granted to unit members who are assigned to committee work and meetings in connection with school-related activities.
- **15.11 Extended Day, Non-Athletic Activities** High school, middle school, and elementary school non-athletic day units shall be established for student enrichment activities that either begin during the school day and extend beyond the school day or extend into appropriate, approved activities for students outside of the school day.

ACT Proposal to CUSD April 23rd, 2020 Time: 11am Article 15

Moder	4-23-2020
CUSD Armando Farias – Director of Human Resources	Date
Samo Samo	4-23-20.
ACT Amanda Vanasse - ACT Spokesperson	Date
Jennifer Landry Act Jennifer Landry - ACT President	04/24/20
Act Jennifer Landry - ACT President	Date

Memorandum of Understanding By and Between the Coronado Unified School District and Association of Coronado Teachers

For the 2020-21 school year, the parties agree to revise Article 15.4, *Number of Preparations*, as follows:

15.4.3 Reduced time unit members at grades **TK-5** 4-and-5 shall have proportional reduced preparation time per day as in Section 15.4.5. ...

15.4.6 Full-time unit members at grades **TK-5** 4 and 5-shall have one preparation period per day of **no less than** forty (40) minutes, thirty (30) of which shall be consecutive time, set aside exclusively for preparation and upon prior arrangement Article XV 5 conferencing with parents. The prep time shall be exclusive of Section 15.3.3, duty-free lunch and pre- and post-school time.

Unless the parties mutually agree otherwise, the terms outlined above shall sunset on June 30, 2021. ACT and CUSD mutually agree that proposals related to the above issues will be considered and negotiated in bargaining for the 2021-2022 school year contract even if neither ACT or CUSD sunshine the applicable article(s).

FOR THE DISTRICT	
Stou	4-23-2020
Armando Farias	Date
Director, Human Resources	
FOR THE ASSOCIATION	
Jennifer Landry	04/24/20
Jennifer Landry	Date
President ACT	
J-W	4-23-20
Amanda Vanasse	Date
ACT Spokesperson	

323-116/4685512 1

3/1/20 @17/07pm

Memorandum of Understanding Between the Association of Coronado Teachers (ACT) And Coronado Unified School District (CUSD)

Re: Article 15.4.1 – Unit Member Hours/Adjunct Duties

ACT and CUSD are agreed that, for the 2020-2021 school year, four weekly advisory or homeroom periods of no more than 30 minutes, for which no curricular preparation, assessment, or follow-up is required, shall not be considered subject matter preparation.

ACT and CUSD mutually agree that proposals related to the above issues will be considered and negotiated in bargaining for the 2021-2022 school year contract even if neither ACT or CUSD sunshine the applicable articles(s).

This MOU shall apply only to Coronado Middle School.

The terms outlined above, shall sunset on	
-Action	3-9-2020
Armando Farias	Jennifer Landry
Director of Human Resources	President, ACT
	- g Sandy
	0 3/9/2020
Date	Date
	Drug ?
	Amanda Vanasse
	ACT Spokesperson
	3/9/2020
	Date

France ACT 3/9/20 @12:07 pm

Memorandum of Understanding Between the Association of Coronado Teachers (ACT) And Coronado Unified School District (CUSD)

Re: Article 15.4.1 - Unit Member Hours/Adjunct Duties

ACT and CUSD are agreed that, for the 2020-2021 school year, four weekly advisory or homeroom periods of no more than 30 minutes, for which no curricular preparation, assessment, or follow-up is required, shall not be considered subject matter preparation.

ACT and CUSD mutually agree that proposals related to the above issues will be considered and negotiated in bargaining for the 2021-2022 school year contract even if neither ACT or CUSD sunshine the applicable articles(s).

This MOU shall apply only to Coronado Middle School.

The terms outlined above, shall su	nset on June 30, 2022.
to len	3-9-2020
Armando Farias	Jennifer Landry
Director of Human Resources	President, ACT
	& gonding
	3/9/2020
Date	Date
	Dury
	Amanda Vanasse
	ACT Spokesperson
	3/9/2020
	Date ´

Memorandum of Understanding By and Between the Coronado Unified School District and Association of Coronado Teachers

For the 2020-21 school year, the parties agree to revise Article 15.4, *Number of Preparations*, as follows:

15.4.3 Reduced time unit members at grades **TK-5** 4-and-5 shall have proportional reduced preparation time per day as in Section 15.4.5.

15.4.6 Full-time unit members at grades **TK-5** 4-and 5-shall have one preparation period per day of **no less than** forty (40) minutes, thirty (30) of which shall be consecutive time, set aside exclusively for preparation and upon prior arrangement Article XV 5 conferencing with parents. The prep time shall be exclusive of Section 15.3.3, duty-free lunch and pre- and post-school time.

Unless the parties mutually agree otherwise, the terms outlined above shall sunset on June 30, 2021. ACT and CUSD mutually agree that proposals related to the above issues will be considered and negotiated in bargaining for the 2021-2022 school year contract even if neither ACT or CUSD sunshine the applicable article(s).

FOR THE DISTRICT	4-23-2020
Armando Farias Director, Human Resources	Date
FOR THE ASSOCIATION	
Jennifer Landry	04/24/20
Jennifer Landry	
President ACT	Date
	4-23-20
Amanda Vanasse	Date
ACT Spokesperson	

323-116/4685512.1

ACT Proposal to CUSD April 23rd, 2020 Time: 11am Article 15

15.1 Unit Member Work Year

- 15.1.1 The unit member work year shall be 185 186 days. The work year includes 180 student days, one (1) two (2) Professional Development Days and four (4) Teacher Work Days. The work year of 185 186 duty days represents 100% of the certificated salary schedule as presented in Appendix B.
- 15.1.2 The work year for certain unit members who may meet a special district need may be extended by mutual agreement between the individual and the district up to five (5) working days at either end of the regular work year with thirty (30) calendar days notice. The unit member shall be compensated at the appropriate per diem rate for each day served.
- 15.1.3 At the request of the site administrator, and with the approval of the unit member involved, a unit member may teach during his/her preparatory period. The unit member will be compensated for the equivalent of one period. At the secondary level the compensation will be 1/5 of the unit member's current salary. For purposes of compensation provided under this article, a full teaching assignment at the secondary level, is to include no more than five instructional periods per class cycle, not to include advisory as defined in 15.4.1.
- 15.1.3.1 The use of a preparatory period for instruction will be used on an emergency basis only. As an example, an emergency could result from an unanticipated growth or shift in student enrollment. All efforts will be made to anticipate enrollment changes to properly staff each site prior to the beginning of each school year. In case unit members are needed to teach during their preparatory period, efforts to eliminate this necessity will be made for the second semester.
- 15.1.3.2 No unit member shall volunteer or be asked to teach during his/her preparatory period for two (2) consecutive years if there is any reasonable way to avoid such a situation. No nontenured unit member shall volunteer or be asked to teach Article XV 2 during his/her preparatory period if there is any reasonable way to avoid such a situation.
- 15.1.3.3 When an emergency situation requires the use of a preparatory period for instruction, the position must be opened to all qualified teachers at the site. If more than one qualified applicant is available, consideration should be given to the unit member who has not recently served in this capacity.
- 15.1.4 At the request of site administration and with approval of the unit member involved, a unit member can teach/substitute for another teacher/employee during the unit member's preparatory period on any given day. The unit member will be compensated at the non-per diem hourly rate as defined in 19.1.2.

15.2 Support Services Personnel

- 15.2.1 Support Services Personnel, including but not limited to psychologists, speech, language and hearing specialists, academic counselors, education specialists, adapted physical education teachers, and nurses shall have a work year consistent with that of other classroom teachers.
- 15.2.2 The work year for Support Services Personnel may be extended up to five (5) duty days by the District at either end of the regular work year with thirty (30) calendar days' notice. By mutual agreement, the Support Services Personnel work year may be extended for additional days to meet District needs. Compensation shall be in accordance with Article XIX, Section 19.3.5.

15.3 Unit Member Duty Day

- 15.3.1 The length of the unit member workday, including a duty-free lunch period and break periods as required by law, shall be seven (7) hours and thirty-five (35) minutes except as provided for in Section 15.3.2 and as modified in Section 15.3.4.
- 15.3.2 Unit members shall continue to furnish adequate time to students outside the instructional day and to attend faculty and other professional meetings and obligations that are related to the educational program of the District, including open houses and conferences, and excluding those duties specified in Article XIX, Section 19.4.1.
- 15.3.3 Classroom teachers shall not be assigned to continuous classroom instruction for a period of time exceeding two (2) hours and thirty (30) minutes without having a break of at least ten (10) minutes. Conferences, or planning periods, or passing periods shall constitute the required break if they occur at intervals that limit the continuous instruction to two (2) hours and thirty (30) minutes or less.
- 15.3.4 Emergency Situations All time during the on-site workday not assigned to direct student-teacher classroom time will be available for assignment at the discretion of the building principal or immediate supervisor when needed due to emergency situations. An emergency situation is a temporary unexpected set of circumstances that constitute a threat to students or employees. An emergency will not extend beyond a period of ten (10) duty days unless extended by an act of the Board of Education. Before assigning unit members to emergency supervision duty, the site principal or designees shall first ask for volunteers and shall assign all volunteers, if any, before any other unit members are assigned to emergency supervision.

15.4 Number of Preparations

15.4.1 Site administrators shall minimize the number of subject matter preparations required of each secondary unit member (6-12), and shall consult with the unit member prior to assigning more than two different preparations.

No unit member shall have four (4) or more preparations without his or her written consent, unless aide time is provided or other adjustments considered. Such considerations may include but are not limited to redistribution of students, assignment of aide time, provision of additional Article XV 4 preparation time, or other similar action. Such action, however, shall be limited to that which is reasonably possible and is not overly disruptive to the education of the students. If action satisfactory to the teacher involved has not been initiated by a site administrator within

- five (5) working days after a written request has been made by the teacher, and upon request of the teacher, the site administrator and the teacher will meet with the Superintendent to determine what action may be taken to relieve the teacher's load. Remedial action mentioned above shall also be applicable in grades 6-12 in cases of excessive numbers of preparations (four [4] or more) as jointly determined by the teacher and site administrator. A preparation is specific and separate planning and preparation for a particular grade or class. A weekly advisory or homeroom period of no more than 30 minutes, for which no curricular preparation, assessment, or follow-up is required, shall not be considered subject matter preparation.
- 15.4.2 Section 15.4.1 shall not apply to career technical education (CTE) teachers.
- 15.4.3 Reduced time unit members at grades 4 and 5 shall have proportional reduced preparation time per day as in Section 15.4.5.
- 15.4.4 Middle school and high school teachers shall be entitled to one (1) period per day or one period per block schedule class cycle, for the purpose of preparing, planning, and upon prior arrangement, conferring with parents.
- 15.4.5 Reduced time unit members at the secondary school level, except for secondary school counselors, shall have reduced proportional preparation time per day set aside exclusively for preparation, planning, and upon prior arrangement, conferencing with parents and students.
- 15.4.6 Full-time unit members at grades 4 and 5 shall have one preparation period per day of no less than forty (40) minutes, thirty (30) of which shall be consecutive time, set aside exclusively for preparation and upon prior arrangement Article XV 5 conferencing with parents. The prep time shall be exclusive of Section 15.3.3, duty-free lunch and pre- and post-school time.
- **15.5 Relief Breaks** It shall be the responsibility of the site administrator to see that, through class and assignment schedules, each unit member has time for a physical relief break daily, if requested. 15.6 Duty-Free Lunch Each unit member shall have a duty-free, uninterrupted lunch period of at least forty five (45) minutes, including five (5) minutes passing period.
- **15.7 Lunch Supervision** Without their consent, unit members shall not be required to supervise students during the students' lunch period except in cases of extreme emergency, such as emergency drills or a situation involving a large scale student disturbance.
- **15.8 Early Release Subject** to approval by the principal, a unit member may be released from on- site duties following the completion of the instructional day.
- **15.9 Travel Between Schools** Unit members who travel from one school to another on a regular basis shall have the same rights to a planning/preparation period, lunch period, and physical relief breaks as do other unit members.
- **15.10 Released Time for Committee Work and Meetings** Adequate release time may be granted to unit members who are assigned to committee work and meetings in connection with school-related activities.
- **15.11 Extended Day, Non-Athletic Activities** High school, middle school, and elementary school non-athletic day units shall be established for student enrichment activities that either

begin during the school day and extend beyond the school day or extend into appropriate, approved activities for students outside of the school day.

ACT Proposal to CUSD April 23rd, 2020 Time: 11am Article 15

folia	5-4-2020
CUSD Armando Farias – Director of Human Resources	Date
	5-4-2020
ACT Amanda Vanasse - ACT Spokesperson	Date
	5-4-2020
Jennifer Landry	
ACT Jennifer Landry - ACT President	Date

ACT Proposal to CUSD April 23, 2020

Time: 12:00 ρm.
Article 17

17.1 Illness/Accident (Sick Leave)

- 17.1.1 Unit members shall be provided sick leave for the purposes of illness, injury or accident involving themselves or members of their immediate family, defined for this specific purpose as spouse, domestic partner, parent or child. Unit members employed five (5) days per week are entitled to ten (10) days sick leave each school year commencing on the first day of employment. Unit members employed less than the five (5) days per week are entitled to ten (10) days divided by five (5) days and multiplied by the number of days worked per week each school year. Unit members who work five (5) days per week but for less than a maximum day are entitled to ten (10) days sick leave each school year of the same length as the day worked.
- 17.1.2 Should a unit member be transferred from a day of less than maximum to one of greater (or maximum) time, said employee's accumulated sick leave days shall be reduced in direct proportion to the ratio of time previously worked per day to time presently worked per day.
- 17.1.3 If the unit member does not take the full amount of annual non-differential sick leave allowed in any school year, the unused days shall be accumulated from year to year.
- 17.1.4 If sick leave extends beyond the number of full sick leave days credited to a unit member, the unit member shall be paid the difference between his/her full salary and the cost of a substitute. This differential sick leave may be used for up to five (5) additional months for the same injury or illness by the unit member. If the use of differential sick leave occurs at a time when the five months will extend beyond the termination of the school year, the unit member may take the remaining balance of the differential sick leave in the subsequent school year. Article XVII 2
- 17.1.5 A sick leave absence shall commence when the unit member or agent of the unit member calls in to report the absence. A sick leave day once commenced may not be reinstated as a duty day without the approval of the administrator in charge of the unit member.
- 17.1.6 Unit members absent for five (5) duty days or more may, at the opinion of the District, be required to submit a physician's statement or that of a person authorized by any recognized church or denomination to treat people stating the reason for the absence. In cases where the District or its authorized representative specifies doubt as to the validity of the sick leave claim, an employee may, at the option of the district, be required to submit a physician's statement or an acceptable substitute thereof for an absence of less than five (5) days. The District need not assume that a unit member's statement establishes disability conclusively but may require a review and/or

examination by a physician selected by the District or a practitioner of the employee's faith selected by the District. All expenses of such review examination shall be borne by the District.

- 17.1.7 Whatever the claim of disability, no day of absence shall be considered a sick leave day on which unit members have engaged in a concerted work stoppage unless the unit member provides such certification as may be required by the Superintendent.
- 17.1.8 The personnel records of the District shall show the attendance of each unit member and such days that the unit member has been absent for reasons of illness, accident, or other causes. A record shall be maintained of the unused sick leave days accumulated by each unit member with a written statement showing both his accrued sick leave total and his sick leave entitlement for the school year. Such statement shall be provided on or about November 1.
- 17.1.9 Misuse of sick leave shall be considered a serious infraction of Board policy and this Agreement. Misuse of sick leave shall be considered grounds for discipline. Excessive yearly use of sick leave may be grounds for medical review as specified in Section 17.1.6. Article XVII 3

Use of Sick Leave for Personal Business

Upon request, a unit member shall be granted the use of ten (10) five (5) calendar days of earned sick leave annually, to be used for reasons of personal business, which can include reasons of personal necessity. No more than fifteen percent (15%) of the unit members working at one worksite shall be granted personal business leave on any one duty day. Also, personal business leave may not be taken for purposes of participating in an individual or concerted refusal by unit members to perform regular services. Whenever possible, unit members desiring personal business leave shall request such leave from the appropriate supervising administrator at least two (2) calendar days prior to the date of the requested leave. This section shall cease to be operative on June 30 of each contract year if a joint District and Association committee agrees that the provision was abused.

17.1.10 Illness/accident leave which has not been earned and which has been advanced to the unit member who does not complete the school year will be deducted from the unit member's final pay warrant.

17.2 Leaves of Absence for Industrial Accident/Illness

- 17.2.1 Industrial accident/illness leave of absence of up to sixty (60) duty days in any one fiscal year for the same accident or illness shall be granted to a unit member.
- 17.2.2 Allowable leave shall not be accumulative from year to year.
- 17.2.3 Industrial accident or illness leave will commence on the first day of absence.

- 17.2.4 Payment of wages lost on any day, when added to an award granted the unit member under worker's compensation laws for the state, shall not exceed the normal wages for the day.
- 17.2.5 Industrial accident or illness leave entitles the unit member to only the amount of unused leave due the unit member for the same illness or injury. Article XVII 4
- 17.2.6 When entitlement to industrial accident or illness leave has been exhausted, entitlement to other available sick leave may be used. A unit member shall be entitled to use only so much of other available sick leave which, when added to the worker's compensation award, provides for a full day's wage or salary.
- 17.2.7 During all paid leaves of absence, unit members may endorse to the District the temporary disability indemnity received on account of the member's industrial accident or illness. The District, in turn, shall issue the unit member appropriate salary warrants for payment of the unit member's salary and shall deduct normal retirement, or authorized contributions and the temporary disability indemnity, if any, actually paid to and retained by the unit members for periods covered by such salary warrant.
- 17.2.8 Reports of industrial accident or illness shall be kept on file in the District office.
- 17.2.9 Any unit member with a claim under this Section shall contact the District office immediately. The District will provide the appropriate forms to the unit member to commence processing of the claim.
- 17.2.10 A unit member who has exhausted available industrial accident or illness leave may apply to the Board on an individual basis for additional days of industrial accident or illness leave. If the Board determines to grant additional days of leave for industrial accident or illness, such action shall not constitute a binding practice relating to the terms of this Agreement.

17.3 Bereavement Leave

- 17.3.1 Every unit member is entitled to a bereavement leave not to exceed three (3) duty days, or five (5) duty days if more than three hundred fifty (350) miles of travel are required (one way), on account of the death of any member of the immediate family or a close personal friend with whom the unit member has a deep and longstanding relationship. Such days need not be taken in consecutive order, yet must be taken within the fiscal school year. Article XVII 5
- 17.3.2 Members of the immediate family, as used in Article 17 are the mother, father, grandmother, grandfather, or grandchild of the employee or of the spouse of the employee, son, daughter, son-in-law, daughter-in-law, brother, or sister of the employee; or any relative living in the immediate household of the employee, or other person defined in Article XVII, Section 17.4.7.
- 17.3.3 Bereavement leave shall not be deducted from sick leave.

17.3.4 In cases of serious illness involving a member of the immediate family, unit members may use personal necessity leave.

17.4 Personal Necessity Leave

- 17.4.1 The Board shall provide **ten (10)** seven (7) days of leave each school year to be used for personal necessity while charging such absence to accumulated sick leave benefits.
- 17.4.2 Subject to this Agreement, the Board reserves the right to specify the manner of proof of personal necessity and the type of situations in which such leave will be permitted.
- 17.4.3 When possible, requests for personal necessity leave shall be made at least three (3) calendar days in advance to the principal and forwarded to the Superintendent who reserves the right to verify such request by an appropriate means.
- 17.4.4 Advance permission is not required in the following situation: (a) Death or serious illness of a unit member's family or a close personal friend with whom the unit member has a deep and longstanding relationship as defined under Section 17.32. (b) Accident involving the person or property of the unit member or the person or property of a unit member's immediate family or a close personal friend with whom the unit member has a deep and longstanding relationship.
- 17.4.5 "Personal necessity" shall be normally strictly limited to its common and ordinary meaning; that is, circumstances which are truly unavoidable, beyond the control of the unit member and in the nature of compulsion. Article XVII 6 Leaves for personal convenience, civic, or non-emergency reasons, or circumstances created by the choice of the unit member do not constitute personal necessity leave.

The following examples are appropriate uses of personal necessity leave: granting of personal necessity leave is appropriate under the following circumstances:

- (a) Immediate members of the family entering the service, going overseas, or returning from overseas.
- (b) Hazardous weather conditions causing unsafe travel.
- (c) Unavoidable emergency business and legal transactions that must be done during the workday. Such business or transaction shall not be related to Association activities.
- (d) Car accident or breakdown.
- (e) Transportation of family members when absolutely necessary for medical or dental appointments.
- (f) Attendance at school conferences for children of the employee, if necessary, per California statutory requirements.
- (g) Paternity leave.
- (h) Members of the immediate family graduating from high school or college.
- (i) Attendance at a religious observance of a recognized church or denomination when such observance occurs only during the regular workday.

- (j) Any unforeseen occurrence or combination of circumstances which calls for immediate action or remedy. (The approval of the Superintendent required.)
- 17.4.6 Upon request, In addition, a unit member may request to use personal necessity leave under this section shall be granted the use of five (5) calendar days of earned sick leave annually, to be used for reasons of personal business. Uses of personal necessity leave for personal business, when combined with any other use(s) of personal necessity leave, will not exceed ten (10) days per year. No more than fifteen percent (15%) of the unit members working at one worksite shall be granted personal business leave on any one duty day. Personal business leave may not be taken for purposes of participating in an individual or concerted refusal by unit members to perform regular services. Whenever possible, unit members desiring personal business leave shall request such leave from the appropriate supervising administrator at least two (2) calendar days prior to the date of requested leave. This section provision shall cease to be operative on June 30 of each contract year if a joint District and Association committee agrees that the provision was abused.
- 17.4.7 Personal necessity leave may be granted on the death or serious illness or accident of a family member not previously defined or a close personal friend with whom the unit member has a deep and long-standing relationship. The granting of such leave rests within the sole discretion of the Superintendent or designee.
- 17.4.87 Personal necessity leave may be granted for either a half or full day.

17.5 Maternity Leave

- 17.5.1 Notice A unit member whose pregnancy has been verified shall report her condition to her supervisor within a reasonable period of time and indicate her plans if she intends to request a leave of absence other than that of temporary disability (sick leave) due to pregnancy, miscarriage, childbirth, or recovery from these.
- 17.5.2 Certification of Fitness A pregnant unit member shall present to her supervisor a written statement by her physician or the practitioner of a well-organized church or denomination of her physical capacity to perform the duties of her position at the time she notifies the Board of her pregnancy. When, notwithstanding such certification of fitness, the performance of a pregnant unit member has substantially declined from the performance demonstrated by said employee at the time immediately prior to the time when notification was given of the state of pregnancy, the unit member may then be required to submit a physician's statement or a statement of a practitioner of a recognized church or denomination that she is physically fit to perform the duties assigned to her.
- 17.5.3 Temporary Disability Leave (Sick Leave) A pregnant unit member shall be granted temporary disability leave of absence for disabilities associated with pregnancy, miscarriage, childbirth, or recovery from these on the same basis as leave granted for any illness or injury. The unit member and her physician or practitioner shall determine as far in advance of the anticipated date of childbirth as is feasible, the date on which

her pregnancy will disable her from the performance of her duties and report that date to her supervisor in order that substitute services may be arranged and the educational program will suffer the least interruption. Similarly, the unit member and her physician or practitioner shall determine and report the date on which she is likely to be physically capable of returning to the duties following the termination of her pregnancy. Article XVII 8

17.5.4 Uncompensated Leave of Absence A pregnant unit member who wishes to be absent from the position before she is disabled from pregnancy, miscarriage, childbirth or recovery from these, or beyond the termination of such disability, or both, may request such leave of absence in accordance with the provisions of this Agreement applicable to uncompensated leaves, subject to the following exceptions: 17.5.4.1 In the event that a female unit member's child is born between the first day of the work year and December 31 of any year, the unit member may request uncompensated leave until the following first day of the work year. In the event that the child is born between January 1 and the first day of the work year, the maximum uncompensated leave, if granted, would terminate no later than the first day of the succeeding work year.

17.5 Parental Child Bonding Leave

17.5.1 Purpose

A unit member may elect to take a paid leave of absences of up to 12 work weeks for reason of the birth of a child of the unit member, or the placement of a child with a unit member in connection with the adoption or foster care of the child by the unit member ("parental leave") in accordance with the procedures provided herein and provided by the California Family Rights Act (CFRA) and Education Code 44977.5.

17.5.2 Procedure

Requests will be submitted in writing to the Human Resources Department as far in advance as possible.

17.5.3 Eligibility

A unit member is not required to have 1,250 hours of service with the District during the previous 12-month period in order to take parental leave under this section. A unit member shall not be provided more than one 12 work week period for parental leave during any 12-month period.

- **17.5.3.1** The 12 work weeks of paid parental leave shall be concluded within one year of the birth or placement of the child. If a school year terminates before the 12 work weeks are exhausted, the employee may take the balance of the 12 work weeks in the subsequent school year.
- 17.5.3.2 The leave may be taken intermittently, but the minimum duration of the leave shall be 2 work weeks, except that the District must grant a request for leave of less than 2 work weeks duration on any two occasions and may grant requests for additional occasions of leave lasting less than 2 work weeks.

17.5.4 Compensation

During parental leave a unit member may shall first exhaust all available sick leave before commencing to receive, if necessary, fifty percent (50%) substitute differential pay for the remaining portion of the 12 work weeks. When receiving substitute differential pay, the unit member shall receive no less than fifty percent (50%) of their regular pay.

17.5.5 Requirement

Employee will not accept gainful employment while on Parental leave.

17.5.6 Return to Service

Employees will return to District service in accordance with the conditions of their approved leaves and will be reinstated to their position classifications held prior to leaves or two positions for which they are certified.

At reinstatement, if employees no longer have the credential authorizations utilized at the time their leaves were granted, they may be terminated by the District.

- 17.5.6.1 Nothing in this section shall be interpreted to prohibit a unit member who does not wish to exhaust his or her sick leave from requesting and receiving up to 12 work weeks of unpaid parental leave, so long as the unit member qualifies for such leave.
- **17.5.7** If an employee has exhausted all paid parental leave under this section, he or she may request an additional leave of absence.
- **17.5.8** Parental leave taken under this section shall be in addition to leave taken due to disability caused by pregnancy, childbirth or related medical conditions.

17.6 Long-Term Uncompensated Leaves

- 17.6.1 The Board may consider, on an individual basis, a request from a tenured unit member for a long-term, uncompensated leave of absence.
- 17.6.2 Purpose Uncompensated leave may be granted for any reason, with the exception of taking another K-12 full or part-time teaching position within San Diego County.
- 17.6.3 Application Request for uncompensated leave shall be made to the Superintendent at least four (4) weeks in advance of the desired start date. Special consideration will be given to emergencies.
- 17.6.4 Period of Leave An uncompensated leave may be granted for a period up to one (1) school year. A unit member may apply for a leave once every five consecutive years of service. Article XVII 9
- 17.6.5 Commitment of Certificated Employee The certificated employee granted an uncompensated leave shall inform the Board no later than February 15 prior to the

scheduled return date as to his/her intentions. If said notification is not received, proper action may be taken to terminate employment.

- 17.6.6 Commitment of Employer At the expiration of the uncompensated leave, the unit member shall be offered an equivalent position. Course credit obtained during uncompensated leave may be applied toward credit on the salary schedule. While on uncompensated leave, a unit member shall be entitled to insurance benefits provided to unit members of like status if he/she pays the premiums and therefore, is eligible under the terms of the insurance carrier.
- 17.6.7 The Board is not required by this Section to grant requests for uncompensated leave. Moreover, should the Board grant an uncompensated leave to a particular unit member, such action shall not obligate the Board to grant a subsequent request for uncompensated leave submitted by another certificated unit member.
- 17.6.8 Upon request, a unit member who is denied a long-term, uncompensated leave shall be given a written statement of the reasons therefore.

17.7 Judicial Appearances and Jury Duty

- 17.7.1 Unit members shall be entitled to leave without loss of pay to appear in court as a witness pursuant to lawful order of the court other than as a litigant or to respond to an official order from another government jurisdiction for reasons not brought about through the misconduct of the unit member. Any witness fees received by the unit member shall be remitted to the District.
- 17.7.2 If the unit member becomes a litigant and must appear in court by virtue of the performance of duties within the scope of his/her employment, he/she shall be entitled to leave without pay, subject to the requirement set forth in Section 17.7.1. Article XVII 10
- 17.7.3 Unit members shall be entitled to leave without loss of pay when a unit member is required to serve as a juror. Any jury fees received by the unit member shall be remitted to the District.
- 17.7.4 Unit members who voluntarily agree to postpone jury duty to non-district work time shall receive \$40 per diem for up to five (5) days of jury duty. Verification of jury postponement and service shall be presented to Human Resources. Payment shall be made on the next regular pay cycle.

17.8 Leave for Educational Purposes

17.8.1 A unit member may be granted a paid leave of absence for the purpose of attending workshops relating to the unit member's teaching assignment or participation in other education activities that tend to enhance the unit member's job performance.

- 17.8.2 Paid leave may be granted to a unit member desiring to attend workshops relating to matters outside his/her teaching area if such attendance is deemed valuable to his/her improvement as a teacher in the District. Such attendance may be used to prepare him/her for requesting a voluntary transfer.
- 17.8.3 Paid leaves for educational purposes will not be used for salary advancement.

17.9 Legislative Leave

- 17.9.1 A unit member who is elected to the State Legislature, the United States Congress, or a state or national teacher organization office shall be entitled to an unpaid leave of absence for the length of his/her term of office. The unit member on such leave shall notify the Board of his/her intended return at least eight (8) weeks in advance of such date.
- 17.9.2 The provisions of this Agreement governing long-term, uncompensated leaves shall apply to this Section. Article XVII 11
- 17.10 Life threatening illness or injury Catastrophic Illness or Event Sick Leave Bank
- 17.10.1 Life threatening illness or injury Catastrophic Illness or Event Definitionfor the purposes of this section, a "catastrophic" illness or injury shall be limited to the following:
- (1) an life threatening illness or injury that incapacitates a unit member for a period of ten (10) or more consecutive duty days, or
- (2) an life threatening illness or injury that incapacitates a member of the unit member's immediate family, as defined in Section 17.1.1, requiring the unit member to take time off from work for ten (10) or more consecutive duty days to care for that family member.
- (3) for purposes of the foregoing definitions, an illness or injury that "incapacitates" a unit member or family member is normally understood to be a life-threatening condition, but it can involve non-life threatening illness or injuries, provided that the condition is incapacitating.
- 17.10.2 Purpose of the Sick Leave Bank The purpose of the life threatening illness or injury-Catastrophic Illness or Event Sick Leave Bank is to create a bank of sick days from which participants may apply for additional sick leave days when a life threatening illness or injury-catastrophic illness or event occurs and results in the unit member exceeding accumulated sick leave days. Examples of catastrophic illnesses or injury include, but are not limited to, heart attack, cancer, car accident, major surgery etc. This program is not to be used for short term illnesses. A unit member shall exhaust all accrued sick leave prior to utilizing any leave days received from the Bank. Accrued sick leave does not include differential sick leave benefits provided for in this Article.
- **17.10.3 Establishment of a Sick Leave Bank** The District and ACT shall establish a Sick Leave Bank to which all unit members may donate earned and unused sick leave days. This donation shall be irrevocable, and shall be accomplished by the unit member

filing a "Sick Leave Bank Donation Form" (Appendix E) prior to October 1 of the school year or within thirty (30) calendar days of employment. This donation form shall be provided to unit members by the Association. A record of this donation is kept at the District Human Resources Department and will be updated annually. This form shall clearly state that sick leave days being donated are irrevocably given to the Sick Leave Bank and cannot be rescinded for any reason whatsoever. A donation to the Sick Leave Bank shall be a general donation and shall not be donated to a specific employee for his/her exclusive use. By November 1 of each school year, the District Human Resources Department shall notify the Association President or his/her designee of the total number of days in the Bank as of October 1 of that school year, and the names of unit members who made donations. Article XVII 12 By July 15 of each school year, the District Human Resources Department shall notify the Association President or his/her designee of the total number of days in the Bank as of June 30 of that school year, and the names of the unit members who made donations. Upon request, the District shall notify the Association President or his or her designee of any changes to the balance of days and/or unit members in the Bank.

- 17.10.4 Eligibility for use of the Sick Leave Bank The use of this Sick Leave Bank shall only be available to unit members who have submitted a donation form to the Human Resources office by October 1 of each school year, or within thirty (30) calendar days of employment. The number of days donated requires a minimum of one day and a maximum of one-half of the unit member's accumulated sick leave days. The Association reserves the right to determine if a waiver of the annual donation requirement for current members of the Bank is appropriate, based on the total number of days accrued in the Bank and the expected utilization of those days. If such determination is made, written notice shall be provided to the Superintendent or designee, and bargaining unit members.
- 17.10.5 When the Sick Leave Bank is Granted Unit members who suffer life threatening catastrophic illness or injury which results in the unit member using all available paid leave, allowed pursuant to this article shall become eligible to use this Sick Leave Bank, subject to restrictions and conditions outlined in this policy. The duration of Sick Leave Bank use shall continue until the catastrophic illness or event has been resolved.
- 7.10.5.1 Withdrawals from the life threatening illness or injury. Catastrophic Leave Bank shall be granted in units of no more than forty (40) duty days. Unit members may submit a request for an extension of a withdrawal for up to no more than two (2) additional forty (40) duty day Article XVII 13 allotments for each catastrophic illness or injury.
- 17.10.5.2 Upon resolution of the catastrophic illness or injury the return of the unit member to work on a regular basis, the unit member may use up to no more than five (5) additional days from the sick leave bank in the same school year for any new sick leave.

- **17.10.6 Exclusions to a Sick Leave Bank** Worker's compensation claims and related illness leaves shall be excluded from the benefits of this policy.
- 17.10.7 If a unit member is incapacitated, a family member or agent of the unit member may submit a request to the committee.
- **17.10.8 Sick Leave Bank Sick Pay** A day from the Sick Leave Bank shall be considered as equivalent to the compensation earned by the unit member as if that unit member had worked that day.
- **17.10.9 Employees on Leave** Unit members who are granted Sick Leave Bank Days shall be considered to be in regular paid status during such leave.
- 17.10.10 Requests for Use of Sick Leave Bank Days Approval A unit member desiring to receive donations from the Bank shall submit the request to the Association President on the designated request form. A unit member who requests a donation from the Bank will be required to submit a doctor physician's statement indicating the nature of the illness or injury and the probable length of the absence. The physician's statement must be signed and dated. Sick Leave Bank use requests shall be reviewed by a committee consisting of the Association Building Representative from the applicant's site and four (4) Association Members, one from each school site, appointed by the Association President by October 1 of each year.
- 17.10.10.1 Applications of use of the Bank shall be reviewed and decisions of the committee reported to the applicant, the Association President, and the District Superintendent or designee, in writing, within ten (10) duty days of receipt of the application.
- 17.10.10.2 The committee shall keep all records confidential and shall Article XVII 14 not disclose the nature of the illness except as is necessary to process the request for withdrawal and defend against any appeals of denials.
- 17.10.11 In the event that the request is denied, the unit member making the request and the President of the Association shall be notified in writing of the denial. The unit member may appeal the denial to a review committee consisting of the Executive Committee of the Association which must come to a majority decision and shall keep information regarding the nature of the illness or injury confidential. The decision of the review committee shall be reported in writing to the unit member and the District Superintendent or designee, within ten (10) duty days of receipt. This decision shall be final and not subject to the grievance process of the Agreement.

17.11 Family Care Leave

17.11.1 A unit member who has been employed one year as a regular certificated employee of the District and who has worked at least 1250 hours in the previous twelve (12) month period of employment with the District shall be eligible for family care leave for up to twelve (12) workweeks within a twelve (12) month period.

- 17.11.2 Family Care Leave means leave for reason of the birth or adoption of the unit member's child, or placement of foster child with the unit member within twelve (12) months of the event; leave to care for seriously ill child, spouse or parent; leave for the unit member's own serious health condition.
- 17.11.3 When applicable, the District may require that a unit member's request for Family Care Leave be supported by a certification issued by a health care provider of the individual requiring care.
- 17.11.4 Unit members granted family care leave may must utilize all available paid leave during the period of leave. Following the exhaustion of all paid leave the unit member shall be placed on unpaid status for the remainder of the family care leave. For purposes of this section "available paid leave" means leave for which the unit member meets the District's usual requirements for the use of such leave.
- 17.11.5 Group health plan coverage and premium payments shall be maintained on the same basis as if the unit member were in paid status.
- 17.11.6 The District may recover from the unit member its cost of premium payments for group health plan benefits paid during periods of unpaid family care leave if the unit member fails to return to work after the expiration of family care leave.
- 17.11.7 During any period of unpaid leave the unit member shall not accrue additional leave benefits (i.e., sick leave).

17.12 Paid Maternity/Paternity Leave

- 17.12.1 A unit member may use Paid Maternity/Paternity Leave in accordance with the following:
- 17.12.2 A unit member shall receive up to fifteen (15) thirty (30) workdays of fully paid Maternity/Paternity Leave for reasons of pregnancy, miscarriage, childbirth, and recovery therefrom. This leave must be taken no later than which occur within six (6) three (3) consecutive calendar weeks of the unit member giving birth to ef a child.
- 17.12.3 In order to use the Paid Maternity Leave for pregnancy disability, the unit member must be in paid status and have actually rendered service to the District for twelve (12) months immediately prior to taking Paid Maternity Leave the disability.
- 17.12.4 Paid Maternity/Paternity-Leave time will not be deducted from sick leave balances.
- 17.12.5 Members must submit a Leave Request Form identifying the anticipated period of time for the leave.

- 17.12.6 After the Paid Maternity/Paternity Leave, the unit member a mother/father may take Parental Leave (Article 17.5 13.8) per section 44977.5 of the Education Code.
- 17.12.7 Paid Maternity Leave under this section is in addition to a unit member's right to use sick leave and/or take an unpaid leave of absence for disability related to pregnancy, miscarriage, childbirth, and recovery therefrom, in accordance with state and federal laws.

17.12. Early Retirement Leave Program

Employees may request, and the District may grand, reduced workloads with full retirement credit in accordance with the provisions of Education Code sections 22713 and 44922 subject to the which shall include the following conditions:

- 17.13.1 The option of part-time employment must be exercised at the request of **the eligible employee** employees for a period not exceed ten (10) years and can be revoked only with the mutual consent of the District and the **eligible employee** employees.
- 17.13.2 Employees must have reached the age of fifty-five (55) and rendered a minimum of ten (10) years of full-time service to the District prior to a reduction of workload. During the period immediately preceding a request for a reduction in workload, the employee shall have been employed full-time in a position requiring certification for a total of at least five (5) years without a break in service.
- 17.13.3 Employees will be paid salaries that are the pro-rata shares of the salaries they would have earned had they not elected to exercise the option of part-time employment.
- 17.13.4 Employees will retain all other rights and benefits for which they make the payments that would be required if they remained in full-time employment.
- 17.13.5 Employees will receive medical and dental insurance benefits as provided for in this Agreement in the same manner as full-time employees.
- 17.13.6 Minimum part-time employment will be the equivalent of one-half of the number of days of service required by contracts of employees during their final years of service in full-time positions.
- 17.13.7 The option is limited in to_prekindergarten through grade twelve to certificated employees. who do not hold positions with salaries above that of a school principal employed by the District.
- 17.13.8 Reduced service will be defined as half-time on a semester, daily, or hourly basis.
- 17.13.9 Beginning July 1, 2020, employees who are interested in participating in the program will notify the District Human Resources Office in writing by March 30th. **If the**

district grants the employee's request, the District and employee will, prior to July 1 of the school year during which the employee's workload will be reduced, enter into a written agreement setting forth the terms and conditions of such participation.

ACT Proposal to CUSD April 23, 2020 Time: ____ Article 17

- LA Jan	4-23-2020
CUSD Armando Farias – Director of Human Resources	Date
	4-23-20
ACT Amanda Vanasse - ACT Spokesperson	Date
Jennifer Landry	04/24/20
ACT Jennifer Landry - ACT President	Date

ACT Proposal to CUSD April 23rd, 2020 Time: 12:20pm Article 19

Effective July 1, 2020, the salary schedule will be increased by 1%. In additiona, unit members will receive the equivalent of a 0.54% pay increase, in the form of one additional non-student day annually, for which unit members will receive pay at their daily rate.

Effective July 1, 2020, the salary schedule will be increased by 1%. In addition, unit members will receive the equivalent of a 0.54% pay increase, in the form of one additional non-student day annually (186 day work year), for which unit members will receive pay at their daily rate. This additional contract workday will be used for professional learning and late start Thursdays will no longer occur.

Effective July 1, 2021, the salary schedule will be increased by an additional 0.5%. In addition, unit members will receive the equivalent of a 0.54% pay increase, in the form of a second non-student day annually (187 day work year), for which unit members will receive pay at their daily rate.

The parties acknowledge that, due to the current pandemic emergency, future levels of state funding are uncertain, and the parties' agreement to add two non-student days are based on current multi-year projections. The parties therefore agree that, if the enacted budget for the 2021-22 fiscal year results in LCFF revenues to CUSD of less than \$27,973,248 (multi-year projections for 2021-22, as approved in March 2020), the two additional non-student days will be automatically furloughed beginning in 2021-22, and continuing each fiscal year thereafter until LCFF revenues exceed \$27,973,248, at which point they will be automatically restored.

This agreement resolves salary negetiations in the 2020-21 and 2021-22 school years.

Noither party may reopen salary during 2021-22 negotiations, unless mutually agreed upon.

4-23-2020

CUSD Armando Farias – Director of Human Resources Date

ACT Amanda Vanasse - ACT Spokesperson Date

O4/24/20

ACT Jennifer Landry - ACT President Date

Tentative Agreement January 30, 2020 Time: ____

ARTICLE 22 PEER ASSISTANCE AND PEER REVIEW (PAR)

AGREED

FOR THE DISTRICT

Armando Farias Director, Human Resources

FOR THE ASSOCIATION

Amanda Vanasse ACT Spokesperson

Jennifer Landry ACT President

.

Date

Repeat of Article 19.3.3.9

23.7 Professional Growth and Evaluation

Nothing in the Professional Growth requirements or procedure thereof shall impact, be part of, or modify the performance evaluation.

23.8 Professional Growth Deadline

By September 15 of each year, the District shall notify each credential holder of the deadline date for completion of the Professional Growth requirements.

23.9 Timely Approval of Professional Growth Plan

An advisor shall complete and return to the credential holder certification of initial plan, initialing of any revisions or verification of completion within ten (10) duty days of submission to the advisor.

If the advisor finds that certification, modification, or verification cannot be granted, then the advisor shall notify the credential holder of the reason(s) in writing within ten (10) duty days of submission.

23.10 Professional Growth Activities

The content of the substance of Professional Growth programs and the manner in which Professional Growth is delivered shall be inclusive of those particular domains and activities defined in pages 12-17 of the Professional Growth Manual. The appropriate Professional Growth forms and the manual are available in the Human Resources Department at the District Office. Unit members must consult the Human Resources Department for information on Professional Growth and changes from the Commission on Teacher

1 de	1-30-2020
CUSD	Date
DMS.	1-27-2020
ACT Amanda Vanasse- ACT Spokesperson	Date
a Landis	127/20
ACT Jennifer Landry-ACT President	Dáte '

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- Professional Growth for Advancement
 - Prior to the opening of school.
 - By mid-January for second semester.
 - Prior to the end of the school year for the opening of the next year.

25.4 Com

COA shall develop a form to be placed in the teacher's file that indicates the unit member has been misassigned. The form, which must be signed by the teacher, Superintendent and the President of the Association, absolves the misassigned teacher of any legal responsibility for the misassignments.

25.5 Restriction

The District may not misassign more than 5% of the classroom teachers in the District in any given year, according to Ed. Code 44258.7 (e), (d) and (e) reference

435, Watson Bill.

Armando	Farias

1-27-2020

CUSD

1-27-2020

ACT Amanda Vanasse- ACT Spokesperson

Date

Tentative Agreement January 30, 2020

APPENDIX H

COMPARISON DISTRICTS

Borrego Springs Unified	
Carlsbad Unified	
Mt. Empire Unified	
Oceanside Unified	
Poway Unified	
Ramona Unified	
San Diego Unified	
San Marcos Unified	
Valley Center/ Pauma Unified	
Vista Unified	
AGREED	
FOR THE DISTRICT Armando Farias Director, Human Resources	1-30-2020 Date
FOR THE ASSOCIATION	
Amanda Vanasse ACT Spokesperson	1-30-2020 Date
Jennifer Landry ACT President	/3 <i>i</i> =62c.

3/1/20 @ 12 13/M

Date

2020-2021Memorandum of Understanding Between the Association of Coronado Teachers (ACT) and Coronado Unified School District (CUSD)

Re: Districtwide Special Education Programs

ACT and CUSD are agreed that, no later than October 30, 2020 a collaborative team of up to five 151 members from CUSD (selected by CUSD administration), and five members from ACT (selected by the ACT executive board) to include representatives from secondary and elementary sites and will be formed to review clarify, and revise as needed, districtwide special education programs. Once formed, this team will meet at least four times outside of school hours prior to February 28 2020. ACT members will be paid at the non-per diem hourly rate for their participation in these meetings. The team will review clarify and revise as needed, at least the following topics/programs currently in use:

- · Co-teaching models and programs
- Other special education models
- · Program Assessment
- Teacher supports
- Special education caseloads and class sizes

ACT and CUSD mutually agree that proposals related to the above issues will be considered and negotiated in bargaining for the 2021-2022 school year contract even if neither ACT or CUSD sunshine the applicable article(s).

Additionally, for the 2016-2020 school year. CUSD and ACT agree to the following:

- A. Co-teaching shall be defined as a model of delivery in special education services is students with disabilities within the general education classroom. The co-teachers should be two or more credentialed teachers jointly delivering instruction in a shared classroom space
- B. Since it is expected that education specialists are to be present in co-teaching classrooms, education specialists shall be paid at the non-per-diem hourly rate for up to two (2) hours of case management per week. These hours are to be used for IEP preparation, consultation with students and service providers, and other case management duties. The case management time shall be exclusive of Section 15.3.3 duty-free lunch, and pre- and post-school time.

C. Resource (Education) specialists' caseloads shall not exceed 28 students per education code 56362

The tarms outlined in the above bu	illets (A & B), shall sunset on June 30, 2021.
Armando Farias	Jennifer Landry
Director of Human Resources	President, ACT
2-9-2020	3/9/2020
Date	Date
	Amanda Vanasse
•	ACT Spokesperson

MEMORANDISM OF UNDERSCANDING BETWEEN CORONADO SCHOOL BISTRICT AMD

THE ASSOCIATION OF CORONADO "CACHERS" REGARDING COVED 19 CORONAVIRUS

March 20^{to}, 2020.

The Coronado School District ("District") and Association of Coronado Teachers ("Association") enter this Memorandum of Understanding ("MOU") regarding the issues related to the coronavirus (DVID-19 ("coronavirus").

The parties recognize that staff may need to self-quarantine, become quarantined, and/or the District may need to close a school or schools on an emergency basis to slow the spread of illness arising from the coronavirus during the 2019-20 school year.

The parties agree to the following:

- 1. Unit members will be notified by email or phone about any school closures, including any decisions to extend school closures.
- Governor Newson issued an executive order ensuring the continuance of funding during school
 closures. As long as CUSD receives current levels of funding necessary to support district operations,
 unit members compensation, including stipends and benefits, shall not be reduced in the event of an
 emergency school closure.
- 3. The District shall submit a "i-13A Request for Allowance of Attendence Due to Emergency Conditions" waiver to the CDE to mitigate the loss of funding due to lower than normal Average Daily Attendance ("ADA").
- 4 All closed schools will be decontaminated before staff or students return.
- 5. During times of distance learning lessons might involve the use of technology. Paper packets can be created and available for pick up or download.
- 6 Unit members will be expected to communicate via email, and the district will provide any accessary technology to allow teachers to accomplish this task. We will continue with current expectation that Monday-Friday all emails will be answered within 48 hours.
- 7. Unit members are expected to produce third period grade reports by Enday, April 10th 2020, Starting April 6th, 2020, Curriculum distributed to students will not be graded for points on a letter grade. His student submits work back to their teacher, the teacher will provide fuedback. If directions or timelines change we will revisit grading.
- Unit members' see expons for the 2016-2022 tohool year with be paused underly-garson tirstroom, matruotion resumes.

The Avadors on reserves the right to begonard any anditional impacts of schools, byurus in the 2019-30 schools year

this MCC and levene in full archest procedent on June 87, 2020, an excepted by militar writter agreement

Additions to Distance Learning Grading Philosophy

- 1. Third quarter progress reports for the elementary grades will be included on the final report card.
- 2. A narrative template will be created collaboratively by district leadership and teachers and will be available for teachers to use on the final report card.

Attach to DL Grading Policy and Existing ACT MOU:

4/21/20

Amanda Vanasse

ACT Bargaining Chair

Armando Farias

CUSD

Jennifer Landry 04/21/20

Jennifer Landry

ACT President