

Coronado Unified School District  
ACT Proposal to CUSD  
April 30, 2012

ACT: Karen Smith  
Dist Randie A. Allen  
4-30-12

## ARTICLE I AGREEMENT

### 1.1 Term of the Agreement

1.1.1 The Articles and provisions contained herein and the appendices attached hereto constitute a bilateral and binding agreement ("Agreement") by and between the ~~Governing~~ Board of Education of the Coronado Unified School District ("Board") and the Association of Coronado Teachers (ACT)/California Teachers Association (CTA)/National Education Association (NEA) ("Association"), an employee organization.

1.1.2 No Change.

#### 1.1.3 Term

~~This Agreement shall be extended for a two-year term commencing July 1, 2011, and ending June 30, 2013. For the 2011-2012 and 2012-2013 school years each party shall have the right to reopen negotiations on the articles of the agreement covering salary, unit member work year, and health and welfare benefits. Also, the parties shall reopen the calendar.~~

This Agreement shall commence on July 1, 2008 2011, and continue in effect until June 30, 2011 2013. For the 2012-2013 and 2013-2014 school year, each party shall have the right to reopen the articles of this Agreement covering health and welfare benefits, salary and unit member work year. Also, each party shall reopen the calendar and shall have the right to reopen up to three additional articles of the Agreement.

### 1.2 Effect of Agreement

1.2.1 No Change.

1.2.2 ~~Should any article, clause or section of this Agreement be declared illegal by a court of competent jurisdiction, said article, clause or section, as the case may be, shall be automatically deleted from this Agreement to the~~

~~extent that it violated the law. The remaining articles, clauses and sections shall remain in full force and effect for the duration of the Agreement. (Delete as redundant. See Article VII.)~~

1.2.3 No change.

1.2.4 No change.

1.2.5 ~~If any provision of this Agreement shall be found to be contrary to law, then such provision shall not be deemed valid or continue in force except to the extent permitted by law, but all other provisions shall continue in full force and effect. (Delete as redundant. See Article VII.)~~

1.2.6 No change.

1.2.7 No change.

1.2.8 Within one (1) month of ratification of this Agreement by both parties, the District agrees to print ~~sufficient copies of the Agreement for distribution to all unit members employed by the District. The Board and the Association agree to share equally the costs of printing this Agreement and provide, without charge, 15 copies of the Agreement to the Association. In addition, a copy will be supplied to all site administrators, association representatives, and new certificated employees. Copies shall also be available at each unit member work site/department. The Agreement shall be posted on the District's website.~~

1.2.9 Improvements in statutory benefits for unit members, which are brought about by the amendment or addition of statutory guarantees now provided in California or federal law shall be incorporated into this Agreement.  
(moved from Article 8.1)

1.2.10 Reduction or elimination of statutory benefits for unit members which are brought about by the amendment or repeal of statutory guarantees incorporated into this Agreement shall obligate the parties within ten (10) days of such amendment or repeal to set a date to negotiate for the purpose of restoring such benefits in this Agreement to the extent the law permits.  
(moved from Article 8.2)

**1.2.11 Non-Reductions of Benefits**

Negotiable benefits provided in this Agreement shall not be removed or reduced during the term of this agreement unless mutually agreed upon, and in compliance with the Act.

Coronado Unified School District  
District Proposal #2  
December 14, 2011

12-14-2011  
Agreed ✓  
Karen Smith  
Randy G. Allen

**ARTICLE III**  
**DEFINITION OF TERMS**

**3.1 Definitions**

- 3.1.1 The ~~Association of Coronado Teachers, Inc.~~ 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, ~~librarians~~, speech and language, ~~and hearing~~ specialists, resource specialist teachers, special day class teachers, counselors, adaptive P.E. specialist, reading specialists, and teachers of the gifted are considered to be unit members.
- 3.1.3 Substitute teachers, non unit member summer school teachers, ROP teachers, adult education teachers, and the positions of Superintendent, Associate Superintendent, Assistant Superintendent, Director of Human Resources, Director of Curriculum and Instruction, Technology Coordinator, ~~Director of Facilities~~, ~~Director of Pupil Personnel Services~~, ~~Director of Adult Education/ROP~~, Principals, and Assistant Principals are not considered unit members.
- 3.1.4 Delete in its entirety.
- Renumber
- 3.1.5 No change.
- 3.1.6 No change.
- 3.1.7 The term "Association," means the Association of Coronado Teachers.
- 3.1.8 The term "Board," as means the Board of Education of the Coronado Unified School District.
- 3.1.9 The term "District," means the Coronado Unified School District.

- 3.1.10 The term "Duty Days," means the days on which unit members are required to perform services for the District.
- 3.1.11 The term "School Days," means the days students are required to be in attendance.
- 3.1.12 The term "Exclusive Representative," means the Association of Coronado Teachers, Inc.
- 3.1.13 The term "Fiscal Year" or "School Year," means the yearly period from July 1 to June 30.
- 3.1.14 The term "Certificated Employee," means a unit member.
- 3.1.15 Delete  
Renumbered -
- 3.1.16 Delete in its entirety.
- 3.1.17 The term "*Per Diem*" rate of pay means the ~~teacher's~~ unit member's annual salary divided by the unit member's annual number of contractual duty days. ~~he or she is required by the negotiated calendar to be present at school.~~
- 3.1.18 ~~*Per Diem*~~ The hourly rate of pay for a full time unit member means the Hourly rate of pay means the *per diem* daily rate of pay divided by seven hours, thirty-five minutes. The hourly rate of pay can be found in the salary schedule, Appendix B.
- 3.1.19 No change.

Coronado Unified School District  
District Proposal to ACT  
January 11, 2012

TA  
1-11-12  
Karen Smith ACT  
Randie A. Allen

**ARTICLE IV  
NEGOTIATIONS PROCEDURES**

**4.1 Commencement of Negotiations**

Unless mutually agreed otherwise, on or about February 15, but not later than April 15 of the year in which specific elements of the Agreement expire (i.e., salary, health and welfare benefits, calendar), the Association shall present to the Board during a public session, in writing, all new proposals regarding items that are to be negotiated for the successor Agreement. The Board shall present ~~written responses to its proposals~~ for the successor Agreement proposals no later than the first Board meeting following presentation of the Association proposals. Dates may be ~~altered~~ modified by mutual agreement.

**4.2 Negotiation Team**

Neither the Association nor the District shall have more than a total number of ~~six~~ seven representatives, consultants, counsel, advisory advisors, or other persons in attendance at negotiating negotiations sessions or negotiations-related meetings without mutual consent. Each unit member representative shall receive a reasonable number of release hours per ~~negotiating period~~ negotiations sessions.

**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. ~~Minutes will be jointly prepared following each negotiation session.~~

**4.4 Financial Information**

4.4.1 Within five days of board approval, ~~The Board~~ District shall furnish the Association president and bargaining chair with an electronic version and with an two (2) hard copies of all relevant county and state required reports ~~as soon as possible after transmittal to the county or state~~, and copies of non-confidential information it produces that are ~~is~~ necessary for

the Association to fulfill its role as the exclusive bargaining representative.  
~~as soon as they become available.~~

4.4.2 Not later than November 1, the District shall furnish the Association Bargaining Chair with a placement of personnel on the respective salary schedules as of October 1. Not later than ~~November~~ February 1, the ~~Board~~ district shall provide ~~furnish~~ the Association Bargaining Chair with a report which shows ~~with~~ the placement of unit members and their dependents in each health and welfare benefit program.

Coronado Unified School District  
District Proposal to ACT  
December 14, 2011

12-14-2011  
agreed ✓  
Karen Smith  
Randie A. Allen

**ARTICLE VII**  
**SAVINGS CLAUSE AND SEVERABILITY**

**7.1 Provisions of Safety Savings and Severability**

~~If any provision of this Agreement or any application thereof to any unit member is held by a court of competent jurisdiction to be contrary to law, then such provision or application will be deemed invalid to the extent required by such court decision, but all other provisions or applications shall continue in full force.~~ Should any article, clause or section of this Agreement be declared illegal in a final decision by a court of competent jurisdiction, said article, clause or section, as the case may be, shall be automatically deleted from this Agreement to the extent that it violates the law. The remaining articles, clauses and sections shall remain in full force and effect for the duration of the Agreement.

**7.2 Renegotiation Time Limit**

No change.



TA 2-22-12

ACT Karen Smith

CUSD Randie A. Allen

Coronado Unified School District  
District Proposal to ACT  
February 22, 2012

Number 2

**ARTICLE IX  
MISCELLANEOUS PROVISIONS**

**9.1 Individual Contracts**

There shall be no contracts regarding matters covered by the terms of this Agreement between individual unit members and the Board with the exception of any mutual agreement reached pursuant to Section 9.5 below.

**9.2 Suppression of Agreement**

Delete

**9.3 Interpretation of agreement**

The provisions of this agreement shall not be interpreted or applied in an arbitrary, capricious or discriminatory manner.

**9.4 Resignation**

No change.

**9.5 Unit Member Copyrighted Material**

~~Rights of unit members who have participated in the production of copyrighted material or any unique procedures, materials, devices, or systems, except for those specific items of equipment or supplies, which have been purchased with District funds, are the property of the unit member. In addition, the District shall always have the right to duplicate and distribute for its own use any of the above mentioned procedures, materials, devices, or systems.~~ The rights of unit members who participated in the production of copyrighted material during the course and scope of their employment with the District shall be determined with reference to federal copyright laws. The only exception shall be when a unit member, the District and the Association reach and sign a mutual agreement related to the copyright of specified material.

**9.6 Special Circumstances**

Delete

3-29-12

ACT Karen Smith  
District Randie A. Allen

Coronado Unified School District  
District Proposal to ACT  
March 29, 2012  
Waiting for a response from ACT

**ARTICLE XII**  
**ASSOCIATION RIGHTS**

12.1 No change.

**12.2 Use of Facilities**

Subject to Board Policy regarding access and use of District facilities and services adopted April 1, 1976, the Association may post notices, use intra-district mail service, and transact Association business on school property at reasonable times. The Association shall have the right of access at reasonable times with reasonable notification to areas in which employees work, the right to use institutional bulletin boards, mailboxes, and other means of communication, subject to reasonable regulation, and the right to use institutional facilities at reasonable times with reasonable notification for the purpose of meetings concerned with the exercise of ~~the~~ its rights pursuant to ~~Government Code 10.7~~ the Act.

**12.3 Unit Member Representation**

The Association shall, in accordance with ~~Article 4 of the Government Code, commencing with Section 3543~~ the Act, represent unit members in their employment relations with the District.

12.4 No change.

**12.5 Unit Member Representation on Committees**

The Association shall have ~~the any right pursuant to the Education Code and Redda Act, Government Code Section 354.3~~ granted to it under any statute to be involved in the selection of members of committees pertinent to the educational process.

12.6 No change.

5-15-12

ACT: Karen Smith  
DISTRICT: Randie A. Allen

**ACT PROPOSAL TO CORONADO UNIFIED SCHOOL DISTRICT**

**April 30, 2012**

**ARTICLE XI**

**DUES AUTHORIZATION**

**11.1 No change**

**11.2 ~~Dues Deduction~~ Dues and Agency Fee Deductions**

~~The District agrees to deduct agency fees, equivalent to Association membership dues and other assessments, as required by SB 1960, from the pay of unit members who do not become members of the Association. The first such deduction will occur in the September 2002 paycheck.~~

The District agrees to deduct the amount of Association dues <sup>and</sup> 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 Moneys no change**

**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. ~~That~~ 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 (c)(3) of Title 26 of the Internal Revenue Code:

- A. American Cancer Society
- B. Children's Hospital
- C. United Way
- D. San Diego Hospice
- E. 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 establishing the basis for the religious exemption. If the written statement is accepted, the unit member shall make the full dues payment to an appropriate charity listed above. Such payment shall be made ~~on or before the due date for cash dues/fees for each school year.~~ In accordance with procedures established by the Association.

11.5.3 Proof of payment shall be made on an annual basis to the Association ~~and the District~~ as a condition of continued exemption from the payment of agency fee. Proof of payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and the charity to which payment in lieu of the agency fee has been made. No in-kind services may be received for payments, nor may the payment be made in a form other than money, such as the donation of used items. Such proof shall be presented on or before the due date for cash dues/fees for each school year.

11.5.4 In the event the unit member fails to furnish the proof as stated in section 11.5.3, the unit member will be assessed the agency fee, as described in 11.2. Such agency fee must be equal to ACT/CTA/NEA dues for that school year.

11.5.5 Any unit member making payments as set forth in the sections 11.5.1 to 11.5.4, and who requests that the grievance or arbitration provisions of this Agreement be used on his or her behalf shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.

**11.6 Written Authorization for Payroll Deductions** No change

5-15-12

ACT Karen Smith

DISTRICT

Randie A. Allen

**Coronado Unified School District Proposal to Association of Coronado Teachers**

**May 15, 2012**

**Article XV – Unit member hours and adjunct duties**

**Article XIX – Salary Provisions**

The unit member work year for the 2012-2013 school year shall be increased by three work days (total 181 work days) with a corresponding pro rata increase in annual compensation. The three additional work days shall be devoted to professional development activities as determined by the district.

PD Days { August 20  
October 9  
December 21

**Memorandum of Understanding between the Coronado Unified School District and the  
Association of Coronado Teachers**

**May 15, 2012**

Effective for the 2012-2013 and 2013-2014 school years, the District and ACT agree to implement the attached Evaluation Process referred to Appendix D. Implementation shall include use of attached Forms 1, 2 and 3.

No later than April 1, 2014 ACT and the District shall meet to review the implementation of Appendix D and Forms 1, 2 and 3 and to consider recommended modifications to the evaluation process.

Appendix D which is referred to Section 14.1 of the Agreement between the District and ACT shall not be operative for the 2012-2013 and 2013-2014 school years.

For the District

For ACT

Randie Allen Date 5-15-12

Randie Allen

Karen Smith Date 5-15-12

Karen Smith