

**COAST UNIFIED SCHOOL DISTRICT
MEMORANDUM OF UNDERSTANDING**

DISTRICT-CSEA

VACATION PAY/NEW CLASSIFIED POSITIONS

This Memorandum of Understanding ("MOU") is made and entered into by and between Coast Unified School District ("District") and the North Coast School Employees, Chapter #492, Affiliate of the California School Employees Association ("CSEA") (collectively, the "Parties"). This MOU is dated June 1, 2017 for reference purposes.

RECITALS

- A. The District has created a new classified position entitled Athletic Trainer. The job description for this new position is attached as Exhibit A.
- B. The District has created a new classified position entitled School Van Driver/Utility Worker. The job description for this new position is attached as Exhibit B.
- C. The Parties have agreed that these positions should be included in the bargaining unit and they have agreed upon the compensation for these new positions.
- D. The Parties also recognize the need to clarify vacation entitlements for bargaining unit members. Vacation for unit members is set forth in Article X of the collective bargaining agreement between the Parties ("CBA"). As currently written, Article X is not consistent with District practices. To ensure that the language of the CBA and District practices are consistent, the parties have agreed to revise Article X.
- E. The purpose of the MOU is to memorialize the Parties' agreement both with respect to vacation entitlements as well as compensation for the newly created positions.


AGREEMENT

- 1. The Recitals set forth above are true.
- 2. The Parties agree that, effective July 1, 2017, the position of Athletic Trainer shall be placed at Salary Range 21 on the classified bargaining unit salary schedule under a new heading called "Athletic Support", on Appendix A of the CBA.
- 3. The Parties agree that, effective July 1, 2017, the position of School Van Driver/Utility Worker shall be placed at Salary Range 10 on the CBA salary

schedule under the heading "Transportation Series", as set forth in Appendix A of the CBA.

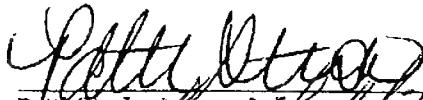
4. The Parties have modified Article X, Vacation, as set forth in Exhibit C. Exhibit C consists of both a "clean" and a "red-line/strike out" version of Article X. Article X, as revised, shall be effective July 1, 2016 and shall remain in effect, unless through negotiations, the Parties agree otherwise in writing. The CBA shall be updated to include the revised Article X at the conclusion of negotiations for 2018-19 since the Parties have already completed negotiations for 2017-18.
5. This MOU is contingent on approval by District's Governing Board and ratification by Association's unit members.

Coast Unified School District


Vicki Schumacher
District Superintendent

Dated: June 1, 2017

CSEA


Patti Stroh
Lead Negotiator

Dated: 6/1/2017

ARTICLE X VACATION

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

10.2 **Full-Time Defined.** A full-time unit member is a member who works eight (8) hours per day twelve (12) months per year.

10.3 **Vacation for Full-Time Unit Members:** Full-time unit members shall be allotted paid vacation days on July 1st of each fiscal year as follows:

Number of Years of Continuous Service	Number of Paid Vacation Days Per Year
0-5 years	12
6-9 years	15
10-14 years	18
15-23 years	20
24-25 years	22
26 or more years	24

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

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

10.6 **Vacation for New Unit Members:** Earned vacation will not become a vested right until a unit member works at least six (6) months. The Superintendent or designee will not approve any vacation use for unit members who have not worked at least six (6) months.

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

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

10.9 **Vacation Scheduling:** Unit members shall request vacation at least ten (10) workdays in advance. The District will attempt to grant a unit member's vacation requests, but reserves the right to deny any vacation request if it will disrupt the District's operations. Disputes arising from vacation scheduling shall not be subject to this Agreement's grievance procedures.

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

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

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

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

ARTICLE X VACATION

~~10.1 Eligibility: Only full-time and part-time~~ A unit members who work twelve (12) months or eleven (11) months per year shall be entitled member's entitlement to vacation pursuant to shall be governed by this Article. Substitutes, short-term, or and limited-term unit members shall not be entitled to vacation.

10.2 Full-Time Defined. A full-time unit member is a member who works eight (8) hours per day twelve (12) months per year.

~~10.210.3~~ **Vacation for Full-Time Unit Members:** Eligible full-time unit members shall be allotted paid vacation days on July 1st of each fiscal year as follows:

Number of Years of Continuous Service	Number of Paid Vacation Days Per Year
0-5 years	12
6-9 years	15
10-14 years	18
15-23 years	20
24-25 years	22
26 or more years	24

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

~~10.3~~ 10.5 **Break in Service:** Vacation is allotted based on a unit member's continuous years of service to the District. If a unit member resigns, retires or is terminated and later is re-hired by the District, his/her re-hire date will be used to calculate the unit member's years of service for purposes of vacation entitlement, if the break in service is greater than twelve (12) months from the date the employment relationship was terminated. A unit member who resigns, retires or is terminated and later is re-hired by the District will not receive credit for years of service prior to his/her reemployment by the District. However, a unit member whose employment is terminated due to a layoff will not incur a break in service for purposes of vacation accrual. A unit member who is laid off and later re-hired by the District will receive credit for years of service to the District prior to the layoff, and his/her original date of hire will be used to determine vacation allotment.

~~10.4~~ **Vacation for Part-Time Unit Members:** For purposes of this Article, a part-time unit member is a unit member who works less than eight (8) hours a day. Part-time unit members shall be allotted a pro-rata amount of vacation days as described in section 10.2, above. For example, a unit member working six (6) hours per day who has

~~continuously served at the District for four (4) years shall be entitled to 75% of the 12 vacation days allotted to full-time unit members. Such a unit member would be entitled to 9 days (i.e., 54 hours) of vacation.~~

~~10.5~~10.6 **Vacation for New Unit Members:** Earned vacation will not become a vested right until a unit member works at least six (6) months. The Superintendent or designee will not approve any vacation use for unit members who have not worked at least six (6) months.

~~10.6~~10.7 **Holidays:** When a holiday falls during the scheduled vacation of a unit member, such holiday shall not be counted as a vacation day.

~~10.7~~10.8 **Vacation Use:** Except for unit members who have not yet worked for the District at least six (6) months, unit members may use their allotted vacation even though they have not yet earned it. Unit members earn their allotted vacation each month they work. Unit members are considered to work a complete month if they are in paid status for more than one-half the working days in the month. If unit members do not work a complete month, they will earn vacation on a weekly basis in an amount the District will determine based on the number of hours a unit member works per week.

~~10.8~~10.9 **Vacation Scheduling:** Unit members shall request vacation at least ten (10) workdays in advance. The District will attempt to grant a unit member's vacation requests, but reserves the right to deny any vacation request if it will disrupt the District's operations. Disputes arising from vacation scheduling shall not be subject to this Agreement's grievance procedures.

~~10.10~~ **Compensation and Carry-Over of Vacation:** ~~Carryover:~~ Vacation carryover entitlement is based on the number of days a unit member works per year.

~~10.9~~ a. Unit members who work ~~eleven (11)~~ 216 days (including holidays) per year or ~~twelve (12) months per fiscal year~~ more and have earned, unused vacation days on June 30th in any fiscal year may carry up to ten (10) of these days ~~to~~ into the next fiscal year. If a unit member has more than ten (10) earned, unused vacation days at the end of any fiscal year, the District shall compensate the unit member ~~member~~ for those excess days at a rate equal to the unit member's daily rate of pay during the last payroll cycle in June of the fiscal year ~~during~~ in which the unit member earned vacation days. ~~Full-time~~ These unit members ~~(i.e., those who work 8 hours per day) who work ten (10) months per fiscal year~~ shall be paid for their earned, unused vacation days in excess of ten (10) during each subsequent July. ~~Part-time unit members (i.e., those that work less than 8 hours per day) who work ten (10) months per fiscal year shall be paid for their earned, unused vacation during each pay period.~~

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

~~10.10~~10.11 **Termination of Employment Relationship:** If a unit member uses vacation that was not yet earned and the employment relationship is terminated, the District will deduct the amount of salary that was paid for unearned vacation days from the unit member's final paycheck. If the employment relationship is terminated after at

least six (6) months of employment, the unit member will only be entitled to compensation for the vacation days he or she earned, plus any vacation days rolled over from the previous fiscal year. Because vacation does not vest until after six (6) months of employment, if the employment relationship is terminated prior to six (6) months, there will be no vacation pay out.- Any earned, unused vacation days will be paid at a rate equal to the unit member's daily rate of pay when the employment relationship was terminated.

Coast Unified School District

Title: Athletic Trainer

Salary Range: 21

Job Summary:

218 days – Flexible schedule to allow coverage for evening, weekend and school break games and tournaments. Under the direction of the Site Principal and Athletic Director, the Athletic Trainer assists in the development and implementation of programs for the prevention of injuries to student athletes, administers first aid and emergency medical care, administers rehabilitation for injuries, and do other related work as required.

Qualifications:

Required:

1. Bachelor's degree in Kinesiology or related field.
2. Knowledge of applicable State and Federal laws, regulations and codes
3. Knowledge of fundamental principles and accepted trends in the field of athletic training.
4. Current First Aide/CPR certification.
5. Valid California Driver's License.

Desirable:

1. Graduation from an athletic training program accredited by the Commission on Accreditation of Athletic Training Education (CAATE).
2. 2 years successful athletic training experience.
3. Experience working with high school aged students.
4. Bilingual in Spanish

Essential Functions:

1. Evaluates athletic injuries. Administers first aid, CPR and injury assessment, treatment, rehabilitation, reconditioning for student athletes.
2. Provide athletes/parents with physician referrals when necessary.
3. Maintains appropriate files and records for student athletes which may include copies of physician diagnosis, treatment plans, prescriptions, physical examination reports, documentation of treatment provided, medical history forms, accident reports and insurance forms.
4. Provides and assists with rehabilitation programs and treatments for strains, sprains, contusions, concussions, soreness, and exercises to strengthen muscles.

5. Assists in educating student athletes in injury prevention, nutrition, health and weight management.
6. Provides reports to coaches, athletic directors, and nurses on injuries, medical reports and status of athletes under treatment. Certifies medial eligibility of students to return to the athletic program.
7. Maintains the Athletic Training Room in a clean, organized manner. Responsible for the inventory and requisition of all training room supplies and equipment through protocol established with the Athletic Director.
8. Perform related duties as assigned.

Physical Requirements:

1. Ability to stand for extended periods of time.
2. Ability to walk and run.
3. Ability to lift and/or move up to 100 pounds on occasion. 50 pounds regularly
4. Ability to understand and carry out oral and written instructions.
5. Ability to maintain complete written reports and records.
6. Ability to speak and hear.
7. Ability to visually assess and evaluate injuries.

Note: This list of essential functions and of physical requirements is not exhaustive and may be supplemented as necessary in accordance with the requirements of the job.

Supervision:

Under the direct supervision of the site principal or designee.

Approved:

Coast Unified School District

Title: School Van Driver/Utility Worker

Salary Range: 10

Job Summary:

With minimal supervision, operates a school van over designated routes in transporting students to and from school and on field trips; performs a variety of general custodial, grounds and minor maintenance duties as determined by supervisor.

Qualifications:

Required:

1. Valid California Driver's License required with no violations or convictions
2. Obtain a Class B Commercial Driver's License with passenger endorsement within 30 days after hire.
3. CPR and First Aid certification required
4. Criminal Justice Fingerprint Clearance
5. Tuberculin Clearance
6. Pass physical examination
7. 21 years of age or older
8. Participate in DOT Drug and Alcohol Testing Program
9. High school graduate or equivalent

Desirable:

1. Bilingual in Spanish
2. Custodian, grounds or maintenance experience.

Essential Functions:

Drive a school van daily or as assigned over designated routes in accordance with time schedules, pick up and discharge school children, escort required children across streets, stopping traffic as necessary; transport students and adults on field trips to various locations as scheduled; maintain order among riders in vans; fill out daily trip sheet showing number of pupils carried and miles driven; maintain assigned van as required and report any mechanical defects per operating procedures; conduct daily van inspections as required; drive in a safe and prudent manner as determined by road conditions and weather; carry out other transportation related duties as directed; perform custodial, grounds and minor maintenance duties as instructed.

Physical Requirements:

1. Ability to sit for extended periods of time.
2. Ability to ascend and descend steps.

3. Ability to see and read, with or without vision aids.
4. Ability to hear and understand speech at normal levels.
5. Ability to communicate so others will clearly understand normal conversation.
6. Ability to bend and twist, kneel and stoop.
7. Ability to lift, carry, push and/or pull up to 40 pounds on a regular basis.
8. In an emergency, must be able to perform evacuation of students from the van.
9. Ability to reach in all directions.
10. Ability to lift 50lbs

Note: This list of essential functions and of physical requirements is not exhaustive and may be supplemented as necessary in accordance with the requirements of the job.

Supervision:

Under the direct supervision of the Director of Transportation.

Approved: