

**TENTATIVE AGREEMENT
BETWEEN THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA)
AND ITS
CORONADO CHAPTER 386
AND THE
CORONADO UNIFIED SCHOOL DISTRICT (DISTRICT)**

This Tentative Agreement settles 2nd Reopeners negotiations for the 2019/20 school year. The District and CSEA agree to the following modification to the Collective Bargaining Agreement:

ARTICLE 8-BENEFITS

Status Quo

ARTICLE 9-SALARY SCHEDULE

Upon ratification of the Agreement, there shall be two (2.0 %) increase on the salary schedule effective July 1, 2019.

School Day (10 month) Employees: Three (3) additional permanent days prior to the first day of school for all ten (10) month employees.

The Appendix A; Salary Schedule will be updated to reflect the two (2.0 %) increase across all bargaining unit salary ranges. The Appendix A-1 Bargaining Unit Classification updated to include months and calendar days in the Collective Bargaining Agreement.

ARTICLE 13-EVALUATION PROCEDURES

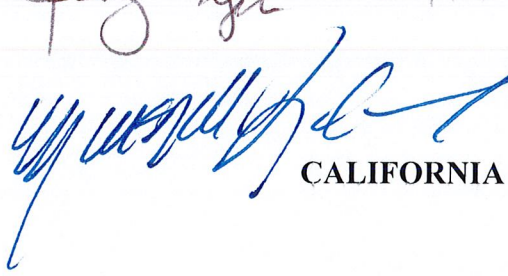
13.2.2 New language to allow flexibility for dates of evaluation in the event an employee is transferred or promoted to a new site.

ARTICLE 17-PROMOTIONAL PROCEDURES

17.6 The District and CSEA agree to new language for Reclassification that include processes and timelines. Included in the Collective Bargaining Agreement is new Request for Reclassification Review Form Appendix H.

- *All bargaining unit salary ranges will be in compliance with the new minimum wage law of \$13.00 per hour effective January 1, 2020*

Joe Hyl 6/4/19



6/4/19

Jose Calderin
6-4-19

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The Appendix A; Salary Schedule will be updated to reflect the two (2.0 %) increase across all bargaining unit salary ranges. The Appendix A-1 Bargaining Unit Classification updated to include months and calendar days in the Collective Bargaining Agreement.

ARTICLE 13-EVALUATION PROCEDURES

13.2.2 New language to allow flexibility for dates of evaluation in the event an employee is transferred or promoted to a new site.

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TENTATIVE AGREEMENT

The California School Employees Association
and its Coronado Chapter 386
and
The Coronado Unified School District
June 4, 2019

9.1 Salary Schedule

Appendix A: Salary Schedule

- Implement a 2.0 % across the board increase on the classified salary schedule effective July 1, 2019.

School Day Employee Calendar

- Three (3) additional permanent days prior to the first day of school for all ten (10) month employees.

Joni Collier 6-4-19
Joni Lytle 6/4/19
[Signature] 6/4/19

APPENDIX A-1 **CLASSIFICATIONS AND RANGES**

<u>Bargaining Unit-1</u>					
Title	Range	Calendar	Title	Range	Calendar
Accounting Asst. I	10	12 month	Network Support Technician	16	12 month
Accounting Asst. II	13	12 month	Office Asst. I	7	10 month
Accounting Asst. III	15	12 month	Office Asst. II	8	10 month
Accounting Asst. IV	16	12 month	Office Asst. III	9	10.5 month
Administrative Asst. I	10	12 month	Preschool Teacher	12	10.5 month
Administrative Asst. II	16	12 month	School Administrative Asst. I	10	10.5 month
ASB Accounting Asst.	9	11 month	School Administrative Asst. II	13	10.5 month
Bus Driver^	10	10 month	School Administrative Asst. I (CHS only)	10	11 month
Attendance Technician	9	11 month	School Administrative Asst. II (CHS only)	13	11 month
Campus Security Asst.	6	10 month	Senior Lifeguard	10 step 3	12 month
Child Nutrition Services Delivery Driver	3	10 month	Shipping and Receiving Asst.	8	12 month
Child Nutrition Services Worker	3 step 2	10 month	Systems Analyst	16	12 month
Computer Technician	11	12 month	Theatre Lighting Stage Tech	9	10 month
Custodian	6	12 month	Workability Coach	11	10 month
District Lead CNS Worker +	7	10 month			
Grounds Maintenance Worker	8	12 month			
Health Technician	8	10 month			
Help Desk Technician	10	12 month			
High School Registrar	13	12 month			
Human Resources Technician	15	12 month			
Lead Child Nutrition Services Worker+	5	10 month			
Lead Custodian+	8	12 month			
Lead Maintenance Worker	16	12 month			
Library Media Technician	8	10 month			
Licensed Health Technician	10	10 month			
Lifeguard	1	12 month			
Lifeguard and Aquatic Instructor	5 step 4	12 month			
Maintenance Worker 1	10	12 month			
Maintenance Worker II	13	12 month			

<u>Bargaining Unit-2</u>					
Title	Range	Calendar	Title	Range	Calendar
Campus Asst.	3	10 month	Instructional Asst. I – Child Care	4*	10 month
Crown Pre-School Teacher's Asst.	5*	10 month	Instructional Asst. II – Child Care	6*	10 month
Instructional Asst.	4	10 month	Instr. Asst. Behavioral Health Care	7	10 month
Instructional Asst. w/ Degree	4 step 3	10 month	Technology Resource Specialist	9	10 month
Instructional Asst. w/ Credential	5	10 month			

+Responsibility factor: 5% for designated positions.

^Inactive

*Subject to approval of MOU regarding positions

Calendar	# of Work Days
10 month	183
10.5 month	200
11 month	210
12 month	261

[Handwritten signatures and dates]
 6/4/19
 6/4/19
 6-4-19

TA

CSEA

5/20/19

District

Jay Lee

5/20/19

Doni Collins
5/20/19

ARTICLE XIII EVALUATION PROCEDURES

13.1 General

- 13.1.1 The District shall maintain a continuing program of unit member performance evaluations.
- 13.1.2 The evaluation shall contain an appraisal of the employee's performance and, as appropriate, commendations or specific suggestions for improvement.
- 13.1.3 A copy of the form used to evaluate unit members is attached to this Agreement and marked Appendix C-Performance Evaluation Report.

13.2 Time of Evaluation

- 13.2.1 Probationary employees shall receive at least one formal, written evaluation during the probationary period. Normally, this shall be completed at the end of the fifth month of service.
- 13.2.2 Permanent employees shall be evaluated January 15th through April 15th each year. After six (6) years of service, permanent unit members may be evaluated every other school year. **The evaluation dates may be postponed up through October 15th should an employee transfer to a new site or is promoted between January 15th through April 15th.**
- 13.2.3 Special evaluations may be made of either permanent or probationary employees at any time when such evaluations are determined to be appropriate by the administration or immediate supervisor. Such evaluations shall be used for improving the performance of an employee who is not meeting District standards.
- 13.2.4 No unit member shall formally evaluate another unit member
- 13.2.5 The evaluation form shall be completed in duplicate by the unit member's immediate supervisor. Following the evaluation, a personal conference may be conducted if requested by either party. After the conference, the unit member shall have the right to add or attach a written response to the report if he or she so desires.

Both the unit member and the evaluator must sign the forms. One copy shall be given to the employee and one copy sent to the administrator in charge. After review, this copy shall be placed in the unit member's personnel file.

13.2.6 No evaluation shall be made on the basis of unsubstantiated hearsay.

13.3 Personnel Files

13.3.1 The personnel file of each employee shall be maintained at the District's central administrative office. No adverse action shall be taken against an employee based upon materials which are not in the personnel file.

13.3.2 Employees shall be provided with copies of any derogatory written materials ten (10) work days before it is placed in the employee's personnel file. The employee shall be given an opportunity during working hours and without loss of pay to initial and date the material and to prepare a written response to such material. The written response shall be attached to the derogatory material.

13.3.3 An employee shall have the right at any reasonable time, with prior notice and without loss of pay, to examine and get copies of any material from his or her personnel file except for material that includes ratings, reports or records which were obtained before the employment of the employee involved.

13.3.4 All personnel files shall be kept in confidence and shall be available for inspection only to other employees of the District, the Board or the District's legal counsel when actually necessary in the proper administration of the District's affairs of the supervision of the employee. The District shall keep a log listing the persons who have examined a personnel file as well as the date such examinations were made. The District shall not be required to keep a log when non-derogatory routine personnel documents are placed in the personnel file. Such log and the employee's personnel file shall be available for examination by the employee or his or her CSEA representative, if authorized by the employee. The log shall be maintained in the employee's personnel file.

13.3.5 Any person who prepares derogatory written material for placement in an employee's file shall sign the material and signify the date on which such material was drafted. Any derogatory written materials placed in a personnel file shall show the date of such placement.

13.4 Grievance Procedure

Employees may use the grievance procedure to resolve allegations of violation, misapplication or misinterpretation of the procedures provided in this Article.

13.5 Representation

All employees shall have the right to have a CSEA representative present at any meeting with supervisors or management which are accusatory, investigatory, or may lead to discipline.

13.5.1 Employees shall be informed of the intent and content of these meetings to arrange for representation.

13.6 Employee's Rights

Employees shall be free from unlawful acts or threats of intimidation and physical or verbal discrimination, harassment, or aggression.

13.7 Negative Incident

Employees shall be notified within ten (10) working days following any negative incident which may result in derogatory material being placed in their personnel file. This will allow time for the employee may respond in a reasonable fashion. This section shall be inapplicable in cases involving either an internal District investigation or a law enforcement investigation regarding allegations of employee misconduct.

13.8 Evaluation Procedure Revisions

Once each year a joint committee of district management and bargaining unit members will be formed to recommend improvements in the district's evaluation procedures.

13.8.1 Management committee members will include one school principal and one manager from both the Maintenance & Operations and Human Resources departments. Bargaining unit committee members will include one employee from each job family in Unit-1 and Unit -2, plus one CSEA chapter officer.

13.8.2 The committee will:

- a) identify and historical problems with the district's evaluation procedure;
- b) recommend changes in procedures and/or documents;
- c) recommend training and/or workshops that will assist participants in the evaluation process; and
- d) develop a timeline for implementation of committee recommendations.

5/30/19
Joni G. Miller
5/30/19

5/30/19
J. L. Lye

ARTICLE XVII PROMOTIONAL PROCEDURES

17.1 The District reserves the right to make the final determination regarding the rating and ranking of applicants for promotional positions and to post notices of promotional vacancies both within and without the District in the manner permitted by law. All applicants shall meet the stated qualifications for the promotional vacancy.

17.1.1 Rating

All prospective candidates for the same position shall be asked the same questions as determined by the District. The interview panel's determination of how well the interviewees responded to the established questions shall be tallied and become the interviewees rating.

17.1.2 Ranking

At the conclusion of all the interviews for a given position, each person on the interview panel shall rank the prospective candidates. Individual interview committee member's notes, rating and rankings shall be kept on file for not less than one year's time.

17.1.3 Section 17.1.1 and 17.1.2 shall only be applicable when the vacancy is a bargaining unit position.

17.2 Promotional Position Interview

17.2.1 CSEA shall have the right to appoint an observer to the interview process, if the promotional vacancy is a bargaining unit position. The District shall notify CSEA of the scheduled interviews, in writing, five (5) working days prior to the interview process. CSEA shall, in return, notify the District of its intent to observe the process and the name of its designated observer. The designated observer shall be a member of the CSEA bargaining unit.

17.2.2 The CSEA designated observer shall not participate in the rating and ranking of the applicants, but shall restrict himself or herself to the role of impartial observer.

17.2.3 Information regarding applicant's qualifications, answers to interview questions and discussion among the interview panel members shall be treated with the strictest confidence. The observer shall, if requested by either party, verify in writing, adherence to the interview process.

17.3 If two or more applicants for a promotional position receive equal highest rating and ranking, the following rules of promotional order shall apply.

17.3.1 Existing unit members shall prevail over outside applicants.

17.3.2 A unit member with the most District-wide seniority shall prevail over a unit member with less District-wide seniority.

17.3.3 If two or more unit members have equal seniority, the unit member promoted shall be selected by the District.

17.4 Posting of Notice

17.4.1 Notice of all job vacancies shall be emailed to all staff and posted on bulletin boards in prominent locations at each District job site and **posted on-line with whatever program the District utilizes**. Copies shall be e-mailed to the CSEA President.

17.4.2 The job vacancy notice shall remain posted for six (6) full workdays, during which time employees may file for the vacancy.

17.5 Notice Contents

The job vacancy notice shall include: the job title, a brief description of the position and duties, the minimum qualifications required for the position, the number of hours per day, probable assigned work shift times, days per week, and months per year assigned to the position, the salary range, and the deadline for filing to fill the vacancy.

17.6 Reclassifications

~~17.6.1 The District may implement, supplement, change, modify or discontinue positions, classifications and duties in accordance with Article 3 of the CSEA/District contract.~~

~~17.6.2 The District shall offer CSEA the opportunity to consult upon any reclassification by notifying CSEA of its intent to implement any reclassifications. CSEA shall have the option to make written recommendations within ten (10) duty days of notification. If CSEA provides written recommendations, the District will respond to such recommendations within ten (10) duty days indicating its reasons for accepting or rejecting the recommendations of CSEA.~~

~~17.6.3 CSEA may present proposals to reclassify any position or classification. Upon receipt of such proposal and accompanying written documentation, the District shall respond within ten (10) duty days to the proposal and indicate acceptance or disagreement. The District reserves the right to employ the services of an independent consultant to advise it regarding CSEA's request for reclassification. In such cases, the ten duty day response time shall be inapplicable until the District has received the recommendation of its independent consultant.~~

17.6.1 Reclassification

Definition - According to Education Code Section 45101(f): 'Reclassification' means the upgrading of a position to a higher classification as a result of the gradual increase of the duties being performed by the incumbent in that position.

The reclassification procedures set forth in this Article apply when significant permanent changes in assigned duties as required by the District, occur in a unit member's position that are not actually reflected in, or reasonably related to, the specific statement of duties required to be performed as set forth in the job description for the position, and where changes require a skill level or a responsibility level higher than that usually required of the existing classification. Reclassification is not the result of job performance or an increase in the quantity of duties and responsibilities contained in the existing job description.

17.6.2 Requests for Reclassification

A unit member who has completed his/her probationary period may request reclassification of his/her position by submitting a "Request for Classification Review" (Appendix H) form to the Human Resources Department between November 1st and December 15th, for consideration during the current fiscal year. Reclassifications approved by the Board will become effective July 1st of the following fiscal year.

17.6.3 Reclassification Review Committee

A Reclassification Committee shall be established by October 30 each year and shall consist of six (6) voting members as follows: Three (3) CSEA Representatives appointed by the CSEA President and three (3) District representatives appointed by the Superintendent or designee. The Reclassification Committee's term shall run from November 1st to June 30th each fiscal year. All actions taken by the Reclassification Committee shall be taken only in official meetings conducted with all members present. Members of the Reclassification Committee shall be provided release time to attend committee meetings during their work hours, however, committee members shall not be in paid status when attending committee meetings during non-work hours. The Committee shall meet by November 30th to develop a committee meeting schedule for the period of December 1st to April 15th

17.6.4 Reclassification Committee Process

The Reclassification Committee will have guidance from the Director of Human Resources regarding analysis of job descriptions, salary surveys or benchmarks. The District may approve the use of a consultant if needed. The Reclassification Committee will interview the unit member requesting reclassification. A recommendation to approve or deny a reclassification request requires a two-thirds (2/3) majority vote of all members of the Reclassification Committee. The Committee shall issue its recommendation no later than April 30th. The Director of Human Resources and the President of the CSEA may agree to extend the deadline for the Committee to issue its recommendation. The Director of Human Resources shall send written notification to the unit member regarding the reclassification committee's recommendation to approve or deny the unit member's request for reclassification by May 1st if the committee has issued its recommendation by that date. When the committee recommends reclassification of a position to a new classification; Director of Human Resources shall meet and negotiate with CSEA regarding the title, job description and pay range of the new classification.

17.6.5 Recommendation to the Board of Trustees

The Superintendent shall present any Reclassification Committee recommendations actually received by May 1 to the Board of Trustees no later than the regular Board meeting in June. The unit member's evaluation date and salary step advancement date for purposes of step increases and longevity shall not change. ~~A denial of the request for reclassification or a~~

~~failure to obtain approval from the Board of Trustees shall not prohibit the unit member's eligibility to apply for reclassification in the following year.~~
If an employee's request for reclassification is denied, the employee may not reapply for reclassification the following year.

17.6.6 Incumbent's Rights

When an entire class of positions or a position is reclassified, the incumbents in the position shall be entitled to serve in the new position.

17.6.7 New Positions or Classes of Positions

New classifications created, or positions added to classes shall be subject to negotiations between the District and CSEA to determine if they are to be included in the bargaining unit.

5/30/19
Joni Fuller
5/30/19

APPENDIX H

Jay Lytle
5/30/19

Request for Classification Review Form

Education Code 45101(f) defines reclassification as the upgrading of a position to a higher classification as a result of the gradual increase of the duties being performed by the incumbent in that position. Reclassification does not occur simply as a result of an increase in the volume of work performed by the incumbent but rather is defined by complexity of tasks being asked to be completed.

If your present position meets the definition for reclassification, complete the following questionnaire and forward your request to your immediate supervisor.

Please attach a copy of your **present job description**.

SECTION I – TO BE COMPLETED BY EMPLOYEE

IDENTIFYING INFORMATION

1. Name: _____
2. Job Title: _____
3. Work Site/Department: _____
4. Length of Time in Current Position: ____ Years ____ Months
5. Normal Working Hours: From ____ A.M./P.M. to ____ A.M./P.M.
6. Total Hours Per Week: ____
7. What is the requested job classification? _____
8. What is the requested pay range? _____
9. How have your duties and responsibilities changed since the position was classified at its present level or since you began in the position?

10. What special knowledge and skills, if any, are needed to perform the duties of your position?

11. Describe the decisions you make regularly in the course of your job without consulting with a higher authority. _____

12. What reports, if any, do you prepare independently? (Attach samples.) Do not include reports for which your only role is typing and/or proofreading. Explain your role in preparing the report.

13. Describe the nature and extent of analysis, planning, and problem solving involved in carrying out your duties. Indicate, where appropriate, the policies or other guidelines on which you rely.

14. Describe your involvement in planning and/or determining goals.

15. Describe any part of this position not covered in the preceding sections which should be included to provide a better understanding of your position.

16. How long have your duties been as described above? _____ Years _____ Months

Signature: _____ Date: _____

**SECTION II – SUPERVISOR’S REVIEW
(TO BE COMPLETED BY IMMEDIATE SUPERVISOR)**

1. Supervisor’s Name: _____

2. Supervisor’s Title: _____

3. Name of Employee requesting reclassification: _____

4. Employee’s Current Job Title: _____

5. How have the employee’s duties changed or expanded since the position was last reviewed?

6. Who previously performed the duties listed in question #5?

7. What new or expanded duties have you assigned to the employee?

8. Are there any portions of the Employee portion of the questionnaire that you wish to comment on or clarify? (Please indicate item number.)

Supervisor Signature: _____ Date _____

CORONADO UNIFIED SCHOOL DISTRICT

Checklist for Reviewing a Reclassification Application

Reclassification: "Reclassification" means the upgrading of a position to a higher classification as a result of the gradual increase of the duties being performed by the incumbent in such position. Ed Code 45101(f).

General principles

1. Job classification should be based on specific facts, not opinions
2. Job classification should not be based the person holding the job
3. Reclassification should be based on significant qualitative rather than quantitative changes in the job
4. It is the intent of this section that the incumbent(s) shall be entitled to the upgrading of positions to higher classifications where:
 - a. There has been a significant change,
 - b. More complex work is required by the District,
 - c. Where such changes are not temporary in nature, and
 - d. Where changes require a skill level or a responsibility level higher than that usually required of the existing classification.

Questions to consider regarding reclassification:

- ☐ Do the job duties require a higher level of skill or responsibility?
- ☐ Do the job duties require higher level of decision-making or autonomy?
- ☐ Is there a significant difference in the consequences of the work?
- ☐ Do the job duties require additional certificates or licenses?
- ☐ Do these duties represent a significant portion of their workload?
- ☐ Are these duties the result of an evolution of technology?
- ☐ Are these duties permanent or temporary?
- ☐ Is the supervisor aware they are doing these duties?
- ☐ Did the supervisor authorize or direct them to do these duties?

Other criteria

- ☐ Has the level of responsibility or type of work changed nature of job?
- ☐ Significant change in skill level, decision-making and/or responsibility
- ☐ Significant change in authority, autonomy or independence of action, including changes in degree of supervision received
- ☐ Significant change in complexity of the position--complexity of problem, special or unique skills, depth of knowledge and experience required
- ☐ Significant change in the impact of increased job duties
- ☐ Significant change in scope of work--variety of functions assigned, or degree of coordination of diverse activities
- ☐ Additional certificates or education required

Not relevant criteria:

- Additional duties of the **same kind** designated in the classification or position description
- Change in workload that is of the **same nature and level of complexity**
- Changes insignificant in a single area or overall. For example, if new function is found to only be 10% of the overall duties of the position
- Technological changes or tools (e.g. new software) that **do not substantially alter the essential functions** of the job, particularly if the industry is similarly changing to the new technology
- Personality of incumbent
- Skill level or educational attainment of incumbent
- Knowledge, skills, and abilities possessed by the incumbent which are **not required or regularly used** in the position
- Incumbent's knowledge or ability
- Quality of work done
- Length of dedicated service in position
- Outstanding performance record
- Retention--match a competitive promotion or job offer
- Financial need
- Job stress
- Anticipated future changes

