## TENTATIVE AGREEMENT August 16, 2017

Having met and negotiated in good faith, the Centinela Valley Union High School District ("District) and the Centinela Valley Secondary Teachers Association ("CVSTA") hereby enter into the following tentative agreement, which shall be subject to approval by the District's governing Board and ratification by CVSTA's members, in resolution of negotiations for Article 3 for the 2016/2017 school year:

### **ARTICLE 3: Compensation**

- 3.1 All eligible unit members shall be compensated for earned step & column.
- 3.2 If an Adult Education teacher's regularly scheduled classes fall on any of the holidays listed below, the teacher shall be compensated as if the class had been held.

Labor Day
Veteran's Day
Thanksgiving Day
The day following Thanksgiving Day
Martin Luther King, Jr. Day
Lincoln's Birthday
Washington's Birthday
Cesar Chavez Day
Memorial Day
Independence Day

Federal and State laws or proclamations, and the approved District calendar shall determine the specific dates of the holidays listed above.

- 3.3 Unit members shall be compensated in accordance with the appropriate salary schedules in Appendix A.
  - 3.3.1 Unit members JROTC instructors and CTE teachers without a BA/BS degree shall be compensated in accordance with Salary Schedule B located in Appendix A.
  - 3.3.2 Full time Adult Education instructors (20+ hours a week) shall be compensated in accordance with Salary Schedule C located in Appendix A.
  - 3.3.3 Unit members assigned as DIS-counselors, psychologists, Speech-Language Pathologists, teachers on special assignment (TOSA), project facilitators, program facilitators, special education program specialists, school to career coordinators, district nurse, Activities Director, Athletic Director and Work Experience/SCROC Coordinators at Hawthorne and Leuzinger, shall be compensated in accordance with Salary Schedule D located in Appendix A. Salary Schedule D shall be 114.75% of Salary Schedule A.

- 3.3.3.1 Effective February 1, 2005, the District Nurse shall be compensated on Salary Schedule D located in Appendix A.
- 3.3.3.2 Effective July 1, 2015, unit members assigned as Activities Director and Athletic Director shall be compensated in accordance with Salary Schedule D located in Appendix A.
- 3.3.4 Unit members shall receive a one percent (1.0%) off-salary schedule payment for school year 2016-2017. The 1% one-time off-salary schedule payment will be based on the unit member's base salary placement on schedules A, B, C, or D. Unit members are only eligible for the 1% one-time off-salary schedule payment if unit members were in active status, including paid and unpaid status, as of June 1, 2017. Unit members that were hired after June 30, 2017, are not eligible for the 1% one-time off-salary schedule payment.

In the event that the District's total student enrollment is at least 6,411 on CBEDS Information Day for the 2017-2018 school year (10/4/2017), unit members shall receive a one percent (1.0%) salary schedule increase retroactive to July 1, 2017.

Effective July 1, 2013, Salary Schedules A, B C, and D shall be increased by one percent (1%); effective July 1, 2013, Salary Schedules A, B, C and D shall be increased by an additional four point one percent (4.1%)

Beginning July 1, 2014, Steps 15, 20, 25 and 30 on Salary Schedules "A" and "D"shall be changed to 13, 18, 23 and 28.

- 3.3.4.1 Effective July 1, 2014, all salary schedules shall be increased by five percent (5%).
- 3.3.4.2 Effective July 1, 2015 Salary Schedules A, B, C, and D shall receive three percent (3%) increase.
- 3.3.5 Effective July 1, 2006, Salary Schedule C (Adult Education) will be increased by 4.75%.
  - 3.3.5.1 On September 1 of each year, Adult Education unit members shall receive an off-schedule bonus of 1% if the school achieves 90% of its previous year's ADA cap; of 2% if the school achieves 95% of its previous year's ADA cap; or of 5% if the school achieves 100% of its previous year's ADA cap. This article is inapplicable in cases where the previous year's cap falls below 1500.

- 3.3.5.2 Effective February 1, 2005, a longevity step shall be added to Salary Schedule C (Adult Education) which will be Step 25, \$42.66.
- 3.3.6 Unit members who: (a) were located in Column I Steps five (5) through twelve (12) on the salary schedule during the 1998-1999 school year; and (b) do not have a clear credential shall be placed on Column II Steps six (6) through twelve (12) as appropriate for a maximum of four (4) years beginning with the 1999-2000 year. Such unit members must obtain a clear credential within four (4) years in order to remain in Column II. The District shall provide written notification of the effect of this provision to each affected unit member.
- 3.3.7 Effective with the 2005-2006 school year, An annual Perfect Attendance Incentive for unit members that have perfect attendance, payable within thirty (30) days from the end of the school year, shall be awarded as follows:

Unit members missing 0-1 days: \$500

Unit members missing 2 days \$300

Unit members missing 3 days \$200

## 3.4 Placement on Salary Schedule

- 3.4.1 In determining initial salary placement for unit members with a credential hired beginning the 1999-2000 school year, the District will grant allowance for all WASC (or its equivalent) accredited teaching experience. The District shall also grant up to two (2) years experience for active military teaching experience in the United States Armed Forces. This clause shall not have any retroactive effect.
- 3.4.2 A preliminary or a clear, valid secondary credential is required for placement in Column II. Possession of a preliminary or clear, valid secondary credential with less than 45 salary credit earned will place an applicant in Column II.
  - 3.4.2.1 Unit members possessing a valid Intern credential will be placed on Column  $I_{\underline{\textbf{L}}}$
- 3.4.3 The following types of salary credit will apply after receipt of the bachelor's degree: Upper division or graduate units. These units must be in an individual's major or minor field, or be meaningfully related to his present or possible future assignment. One salary credit shall be equal to one semester unit or one and one-half quarter units.
- 3.4.4 In-service education credits and lower division units. A maximum of 16

salary credits may be earned through in-service education and lower division college units (<u>in teacher's credential area</u>). Ten (10) of these salary credits may be earned through in-service activities and six through lower division college work. Lower division units may be taken at a two year college. Upon petition, an individual may exchange one or two credits from either type of activity.

- 3.4.5 Units earned prior to placement on Column II in classes in school administration will not be acceptable for salary credit. A maximum of ten (10) units in classes in school administration earned by individuals on Column II will be acceptable for salary credit. Another maximum of ten (10) units in classes in school administration earned by individuals on Column III will be acceptable for salary credit. Unit members may advance on Salary Schedule Columns, with prior written approval, by providing appropriate evidence to the District no later than November 1, to be effective September 1, or no later than April 1, to be effective February 1. The holder of a special credential or valid preliminary or partial fulfillment credential may advance no further than Step 5 in Column 1.
- 3.4.6 An Adult Education teacher shall be deemed to have completed 75% of a school year if he or she has been employed for 27 school weeks. The number of weeks shall be cumulative from year to year. The effective date of any change in salary will be in September following the school year in which they completed the 75% requirement.
- 3.5 Sixth period assignment compensation will be paid at 1/6<sup>th</sup> of the employee's daily rate ("per diem") for each day the unit member is assigned to that class including sick days but not including staff development days and student free days. Adult education period substitutes shall be paid at their regular hourly pay. In-service, curriculum development (not lesson planning) and workshop attendance shall be compensated at \$30.00 \$40 \$35 per hour. In-service and workshop preparation and presentation, outside of the workday, shall be compensated at \$38 \$45 \$40 per hour. Presenters shall be paid a maximum of two (2) hours preparation time for each hour of presentation, with proper verification. Counselors shall be compensated at their per diem for days worked beyond the 184-day work year.
- 3.6 Except as specified elsewhere in Article 3 or Appendix A, the rate of compensation for day high school summer session teachers shall be \$50.00 per hour, effective with the 2015 summer session. All other hourly extra duty shall be \$38.00 \$45 \$38.00 \$40 per hour only. The District may request and individual teachers may agree to provide period substitution coverage on a paid voluntary basis. No teacher may be required to substitute during his or her preparation, including period unless an emergency is declared in writing. Any teacher required to substitute more than 3 times per semester in such an emergency will be paid at their hourly rate or \$38.00 \$45 \$38.00 \$40 per hour, whichever is greater. The District shall make a good faith effort to minimize both the number of IEPs impacting the preparation time of unit members and the number of IEPs extending beyond the normal work hours. Any teacher required to

participate in an IEP during their preparation period or outside the normal work day more than 3 times per semester shall be paid at their hourly rate or \$38.00 \$45 \$38.00 \$40 per hour, whichever is greater

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- 3.6.1 For summer school eligibility, unit members and teachers with clear credentials in a given subject area will receive preference for teaching in that area and eligibility will be based on alternate years of summer school service unless no other member volunteers.
- 3.6.2 Unit members assigned to campus supervision during their <u>35</u> minute duty-free lunch shall receive \$20 \$38 \$20 per lunch period.
- 3.7 Counselors, Speech-Language Pathologist and School Psychologists:
  - 3.7.1 Counselors shall be employed for a period of twelve (12) days in addition to the teacher's work year, and shall be compensated at the individual's per diem of pay for each day worked (See Article 3.5). DIS CounselorsSchool

    Psychologists shall be employed for a period of ten (10) days in addition to the teacher's work year, and shall be compensated at the individual's per diem rate of pay for each day worked. Speech-Language Pathologists and Social

    Workers shall be employed on an "as needed" basis (as determined by the District) for a period of up to ten (10) days in addition to the teacher's work year, and shall be compensated at the individual's per diem rate of pay for each day worked. Any additional days of work will be determined with the mutual consent of the employee and the District.
  - 3.7.2 Upon written declaration to the District, one (1) year prior to retirement, a Counselor or School Psychologist shall be employed for a period of three (3) days in addition to the counselor's work year (184 + 12, See Article 3.7.1 and Article 4.4), and shall be compensated at the individual's per diem rate of pay for each day worked.
  - 3.7.3 Projects and/or duties performed during the additional workdays in 3.7.1 and 3.7.2 above shall be approved by the District.

# 3.8 District Nurse

- 3.8.1 The district nurse shall be employed for a period of eighteen (18) days in addition to the teacher's work year, and shall be compensated at the individual's per diem rate of pay for each day worked. (6th period assignment deleted)
- 3.9 Directors of Student Activities and Directors of Athletics
  - 3.9.1 Directors of Student Activities and Directors of Athletics may work up to ten (10) additional days with the mutual consent of the Director and District administration and will be compensated at the individual's per diem rate of

pay for each additional day worked.

# 3.10 Department Chairpersons

- 3.10.1 The employee's position on Salary Schedule A shall be established as a base.
- 3.10.2 The stipend shall be a percentage of the established base salary.
- 3.10.3 The stipend for Department Chairpersons of small departments (6-20 teaching periods) is 4%.
- 3.10.4 The stipend for Department Chairpersons of large departments (21-39 teaching periods) is 7%.
- 3.10.5 Department Chairpersons of departments with 40 or more teaching periods shall receive a 7% stipend and one period of release time for department management.
- 3.10.6 Department Chairperson Selection Process
  - 3.10.6.1 Department Chairpersons shall be elected for three (3) year terms, subject to yearly review by the lead site Principal. For the purposes of this article, a unit member must be assigned to a department for fifty percent (50%) or more of his/her contracted assignment to be considered a member of that department and to be eligible to serve as Chairperson. Department Chairpersons shall be elected by a formal majority vote of department members. If no formal majority has been established by a vote (a tie), then a second election will be held. In the event that the second election does not break the tie, seniority will be the initial determining factor, followed by the preference to the teacher who most recently has not held the title. In the event that the above procedure does not determine the Department Chair, the position shall be determined by lot. subject to approval of the lead site principal. If the elected chairperson is not confirmed by the lead site principal, then a second election shall be conducted. Voting for Department Chairpersons shall be conducted exclusively by the teachers. The results will be delivered to the site principal and the election shall take place no later than May 31st of each year.

Positions shall be advertised to district certificated employees at large. The election rotation shall be as follows:

- Starting 2012-2013: Business, Home Economics, Math, and Science, & ELD
- Starting 2013-2014: English, Fine & Visual and Performing Arts,

& Social Studies

 Starting 2011-2012: Foreign World Languages, Industrial Technology PE & Special Education

The following criteria shall be used as a basis for selection:

- 1. Breadth of actual training in discipline;
- 2. Ability to communicate with colleagues and administration;
- Demonstrated ability to relate the learning process to the academic discipline.
- 3.10.6.2 In the event an elected or appointed Department Chairperson is unable to complete his/her term, due to a leave from the District or resignation or his/her employment is otherwise terminated, a mid-year or mid-term (whichever is applicable) election shall be conducted in accordance with section 3.10.6.1 above at the request of the site administrator. The newly elected Department Chairperson shall complete the remaining term of the individual he/she is replacing so as to avoid interrupting the above-election rotation.
- 3.10.6.3 Elected Department Heads will not be subject to involuntary transfers during their term of office.
- 3.11 Unit members assigned to two (2) or more school sites during the regular school day shall be reimbursed for their mileage between sites at the current IRS mileage rate.
- 3.12 Any unit member assigned to Salary Schedule D may work beyond the 184-day work year and/or seven (7) hour workday upon mutual consent of the District and the unit member at their per diem/hourly rate. Notices of change in assignment for the following year shall be made by May 1st of the prior school year.
- 3.13 In addition to the regular base pay from the certificated salary schedule, each certificated employee paid under the provisions of this schedule who is the holder of a doctor's degree from an accredited university or college shall receive \$100 per month.
- 3.14 A unit member who receives a national board certification shall be entitled to receive compensation in addition to the unit member's regular base salary schedule pay, in accordance with the schedule set forth in this Article 3.14.

In the first school year of national board certification: \$2,000.

In the second school year of national board certification:

\$3,000.

In the third school year of national board certification:

\$4,000.

In the fourth school year of national board certification:

\$5,000.

In the fifth school year of national board certification:

\$6,000.

In order to be entitled to receive such compensation for any school year, the unit member must have maintained continuous full-time employment with the District for the entire year. Payment will be made by June 30.

In addition, the unit member who receives a national board certification on or after July 1, 2008 must provide twenty (20) hours per year of professional development, workshops and/or mentoring for other unit members, as determined by the District to be eligible for compensation under this article.

New hires who have obtained national board certification prior to being hired by the District shall be entitled to receive additional compensation under this Article 3.14, commencing in the first year following their first day of service at the District, and continuing through the fifth year following their first year of service, provided they remain continuously employed by the District as set forth herein.

- 3.15 Other Extra Assignments\Stipend for ELD Coordinator:
  - 3.15.1.1 An ELD Coordinator assigned fewer than 200 students shall receive an eight (8%) stipend plus one period of release time.
  - 3.15.1.2 An ELD Coordinator assigned a caseload of 200 or more students shall receive a ten percent (10%) stipend plus one three one periods of release time.
  - 3.15.1.3 In the event a unit member serves as both ELD Coordinator and ELD Department Chair, such unit member shall not be eligible for both stipends. He/she shall instead receive either the stipend for the ELD Coordinator or the Department Chair, whichever is greater.
  - 3.15.2 Stipend for Academy Coordinator: eight percent (8%) plus one period of release time.
  - 3.15.3 Stipend for Academy Leadership Team: four percent (4%) (limit of five (5) members per team).
  - 3.15.4 Stipend for AVID Coordinator: eight percent (8%)

3.15.5 The WASC Facilitator shall be responsible for supporting administration with self-study preparation, and preparing for WASC team visits. Stipend for WASC Facilitator shall be as follows, according to the Six-Year Accreditation Cycle:

Year 1: Five (5) extra-duty hours annually

Year 2: Five (5) extra-duty hours annually

Year 3, Mid-Cycle Progress Report: Twenty-five (25) extra-duty hours annually Year 3, Mid-Cycle Progress Report and Visit: Thirty (30) extra-duty hours annually

Year 4: Five (5) extra-duty hours annually

Year 5: One hundred (100) extra-duty hours annually to prepare for the Self-Study

Year 6: One hundred (100) extra-duty hours annually and one (1) release period to prepare Self-Study and for team visit

The period of release time provided under section 3.15 shall be in addition to the preparation period provided under Article 4, section 4.1.]

Executed this <u>16th</u> day of <u>August</u> , 2017, in La	awndale, California,
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## TENTATIVE AGREEMENT August 16, 2017

Having met and negotiated in good faith, the Centinela Valley Union High School District ("District) and the Centinela Valley Secondary Teachers Association ("CVSTA") hereby enter into the following tentative agreement, which shall be subject to approval by the District's governing Board and ratification by CVSTA's members, in resolution of negotiations for Article 5 for the 2016/2017 school year:

### ARTICLE 5: Health and Welfare Benefits

- 5.1 Beginning the 1993-94 insurance year, the District will contribute \$16.00 per month (\$192.00 per year) to eligible full-time unit members and eligible retirees for approved PERS health plan options. This amount shall be the District's employee-only medical benefits contribution. In addition, the District shall annually provide a supplemental reimbursement for full-time eligible unit members and eligible retirees as set forth in section.
  - 5.2 below. The supplemental reimbursement shall be used for additional health benefit coverage.
  - 5.1.1 If the amount of the District's basic employee-only medical contribution that is required by state and federal law is increased, the amount of the supplemental reimbursement to be paid by the District under section 5.2 below shall be reduced in a like amount.
- 5.2 The District's combined basic medical contribution and supplemental reimbursement annual maximum for additional health benefit coverage shall not exceed the following annual maximums:

Active Full-Time Unit Members:

\$4,500.00 (effective July 1, 2006) \$5,000.00 (effective July 1, 2007) \$6,000.00 (effective July 1, 2009) \$6,450.00 (effective January 1, 2012) \$7,050.00 (effective July 1, 2013) \$10,000.00 (effective July 1, 2014) \$11,000.00 (effective April 1, 2015) \$12,000.00 (effective July 1, 2017) \$11,500.00 (effective July 1, 2017) \$11,500.00 (effective January 1, 2018)

Retirees Hired Prior to July 1, 1993 and retiring before July 1, 2006

\$3,808.00

Retirees Hired Prior to July 1, 1993 and retiring between July 1, 2006 and June 30, 2007	\$4,308.00
Retirees Hired Prior to July 1,	
1993 and retiring between July 1,	
2007 and	
June 30, 2009	\$4,808.00

Retirees Hired Prior to July 1,	
1993 and retiring between July 1,	
2009 and	
June 30, 2011	\$5,808.00

Retirees Hired Prior to July 1, 1993 and	
retiring between July 1, 2011 and	
June 30, 2013	\$6,258.00

Retirees Hired Prior to July 1, 1993	
and retiring between July 1, 2013	\$6,858.00
and December 31, 2013	

Retirees Hired Prior to July 1, 1993	
and retiring between January 1, 2014	
and March 31, 2015	\$9,808.00

Retirees Hired Prior to July 1, 1993	
and retiring on or after between	\$10,808.00
April 1, 2015 and June 30, 2016	
December 31, 2017	

Retirees Hired Prior to July 1, 1993	\$11,308.00
and retiring on or after December 31, 2017	

Retirees Qualifying for Medicare Reimbursement equal to supplemental Medicare coverage.

Retirees are specifically excluded from the increase of the supplemental reimbursement annual maximums for additional health benefit coverage gained after their retirement.

To be eligible for the employee-only medical benefit contribution in section 5.1 above and the Supplemental reimbursement in section 5.2 above, the retiree must have been

employed full-time by the District for at least 10 continuous years and be receiving retiree benefits from the State Teachers Retirement System (STRS).

- 5.3 Any premium costs in excess of the above District employee-only medical benefit contribution and supplemental reimbursement in sections 5.1 and 5.2 above, shall be borne by the unit member through payroll deduction, and paid by the retiree through the STRS payroll system deduction.
- 5.4 It is agreed that all of the provisions of section 5.1 and 5.3 are subject to the approval of the Public Employees Retirement System which will review these provision to determine if they are in compliance with the law in regard to the PERS health plan.
- 5.5 In the event the legality of the above provisions or similar provisions existing in other school districts are challenged or are found to be invalid by a court of law, CVSTA and the District agree to reopen negotiations on District health benefits.

### 5.6 Waiver of Health Benefit

Effective July 1, 2014, the District will pay a \$1,000 stipend once a year to bargaining unit members who choose to waive their medical benefits (does not include dental, vision, or life insurance).

#### 5.8 Health Benefits Committee

A Health Benefits Committee, consisting of members selected by the District, CSEA and CVSTA unit members shall research health provider options that offer more competitive rates to all District employees while maintaining the same level of benefits and options

Executed this <u>16th</u> day of <u>August</u> , 2017, in L Centinela Valley UHSD	awndale, California.
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