

# TENTATIVE AGREEMENT

May 26, 2020

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 2019-2020 school year.

## ARTICLE 3: Compensation

3.1 All eligible unit members shall be compensated for earned step & column.

~~3.1.1 Base salary shall be paid in eleven (11) increments that are paid once monthly. Extra duty pay shall be paid within ten (10) workdays of the base salary pay.~~

~~3.1.2 If a salary payment is not made timely as required by this section, the amount of the salary payment due shall be increased by an amount of interest on the unpaid amount for each day of delay.~~

~~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  
Gesar 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.~~

### 3.2 Salary Schedules

Unit members shall be compensated in accordance with the appropriate salary schedules in Appendix A.

~~3.2.1 Effective on May 26, 2020 the date January 1, 2020, this tentative agreement for the 2019-2020 school year is signed by~~



~~CVSTA and the District, July 1, 2019-2020, all salary schedules shall receive a six percent (6%) one-half percent (.5%) on-schedule salary schedule increase.~~

~~Effective July 1, 2019-2020, all salary schedules shall receive a six percent (6%) one-half percent (.5%) on-schedule salary schedule increase.~~

- 3.2.2 JROTC instructors shall be compensated in accordance with the JROTC Salary Schedule B.
- 3.2.3 Full time Adult Education Instructors (twenty (20) + **plus** hours a week) shall be compensated in accordance with the Adult Education Salary Schedule C.
- 3.2.4 Assignments receiving Salary Schedule D shall be listed as such in Appendix A. Salary Schedule D shall be 114.75% of Salary Schedule A.
- ~~3.3.4 Effective July 1, 2018, all salary schedules shall receive a two and one-half percent (2.5%) on-schedule salary schedule increase, with a one-percent (1.0%) off-schedule salary payment that will be calculated based upon the unit members' base salaries as of July 1, 2018. Unit members are only eligible for the 1.0% one-time off-schedule salary payment if the members were on active status, including paid and unpaid status, as of July 1, 2018. The parties agree that Article 3 (Wages) will not be subject to annual/automatic reopener before July 1, 2019.~~
- 3.2.5 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 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: \$500.00  
Unit members missing 2 days: \$300.00  
Unit members missing 3 days: \$200.00~~

### 3.3 Placement on Salary Schedules



3.3.1 Credit for Prior Experience

3.3.1.1 Teachers

The District will grant allowance for all full-time teaching experience at a WASC accredited (or its equivalent) secondary school, where the unit member taught coursework in a traditional classroom (excluding homeschooling), and taught coursework for which they were fully-credentialed. ~~possessed the corresponding subject matter credential. No credit shall be given for experience in homeschools, virtual schools, elementary schools, post-secondary schools, or for working as a substitute.~~

3.3.1.1.1 The District will grant up to two (2) years of experience for full-time instructor status in the United States Armed Forces.

3.3.1.1.2 An Intern, Preliminary, or Clear, secondary credential is required for placement in Column II.

3.3.1.2 School Counselors, School Psychologists, School Social Workers, School Speech Language Pathologists

The District will grant allowance for all full-time professional experience at all WASC accredited (or its equivalent) ~~secondary~~ schools for counselors, school psychologists, school social workers, speech language pathologists, and school nurses. ~~where the unit member performed their professional responsibilities and possessed the corresponding credential. No credit shall be given for experience in homeschools, virtual schools, elementary schools, post-secondary schools, or for working as a substitute.~~

3.3.1.3 School Nurses

The District will grant allowance for all full-time professional experience as a Registered Nurse.

3.4 Credit for Education

The following types of salary credit will apply after receipt of the bachelor's degree:



- a) Upper division or graduate units. These units must be in an individual's major or minor field, credential area, **education administration**, or be meaningfully related to the unit member's present assignment as determined by the District. One salary credit shall be equal to one semester unit or one and one-half quarter units.
- b) **Lower division units. A maximum of six (6) salary credits may be earned through lower division college work in a unit member's credential area. Lower division units may be taken at a two-year or community college.**
- c) **In-service education units. A maximum of ten (10) salary credits may be earned through in-service activities.**
- d) ~~**Upon petition, an individual may exchange one or two units from either type of activity.**~~

~~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 (in a unit member's credential area). Ten (10) of these salary credits may be earned through in-service activities and six (6) 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.~~

~~The holder of a special credential or valid preliminary or partial fulfillment credential may advance no further than Step 5 in Column 1.~~

### **3.5 Advancement on Salary Schedules**

**3.5.1 For the purpose of column advancement on the salary schedules, unit members may advance on salary schedule**



columns, with prior written approval by the District, by providing submitting appropriate evidence to the District. Column advancement shall be applied in the pay period following the submission of appropriate evidence, no later than November 1, to be effective September 1, or no later than April 1, to be effective February 1.

3.5.1.1 The following limitations shall apply to column advancement on Salary Schedules A and D:

- a) Advancement to Column II or higher requires a BA or BS, and an intern, preliminary, clear, or CTE credential
- b) Advancement to Column III or higher requires a BA or BS, and a preliminary, clear, or CTE credential

3.5.1.2 The following limitations shall apply to column advancement on Salary Schedules F and G:

- a) Advancement to Column II or higher requires a preliminary or clear credential

3.5.2 For the purpose of step advancement on the salary schedule, unit members shall work at least seventy-five percent (75%) of their calendared workdays during the school year to advance one step. Step advancement shall be applied as of the first day worked unit member work day by the unit member in of their subsequent year's work calendar.

3.5.2.1 An Adult Education teacher beginning July 1, 2015 bargaining unit members shall be deemed to have completed seventy-five percent (75%) of a school year if he or she has been employed for on paid status for twenty-seven (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 August following the school year in which they completed the seventy-five percent (75%) requirement.

3.5.2.2 Beginning July 1, 2015 bargaining unit members not assigned to the Adult Education program shall be deemed to have completed 75% of a school year if he or she has been on paid status for twenty-seven (27) school weeks or a proportion thereof for bargaining



unit members whose work year calendars are greater than 184 days. The number of days shall be cumulative from year to year.

All other unit members shall be deemed to have completed seventy-five percent 75% of a school year if he or she completes works seventy-five percent (75%) of the workdays on the work calendar for their classification. The days included in this calculation shall be limited to days the unit member is actually working or days in which the unit member is on paid status, excluding days in which the unit member is on fifty percent (50%) differential pay under Article 6, Leave Provisions.

3.5.2.2.1 Effective July 1, 2015, upon request, unit members who fail to meet the seventy-five percent (75%) requirement during a school year under Section 3.4.2.2 above may request to count S shall have up to twelve (12) ~~ten (10)~~ ~~twenty (20)~~ workdays from the subsequent school year counted towards satisfying the seventy-five percent (75%) calculation. Such requests shall be made in writing to the Assistant Superintendent of Human Resources no later than the first day of school of the subsequent school year, and the days shall be actually worked during the first four (4) full weeks of school. Salary schedule advancement shall occur on the pay period following the date the unit member completes the seventy-five percent (75%) requirement.

Requests pertaining to Article 3.4.2.2.1 referencing work days between July 1, 2015 and June 30, 2019 shall be made in writing to the Assistant Superintendent of Human Resources no later than the first day of school for last day of the first month of the 2020-2021 school year.

### 3.6 Sixth Period Assignments

3.6.1 Unit members assigned to a sixth period assignment will be paid at one-sixth (1/6) 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.



**3.7 Professional Development, Curriculum Development, and Workshop Attendance**

3.7.1 Professional development, curriculum development (not lesson planning) and workshop attendance for all unit members shall be compensated at \$35.00 per hour. Professional development and workshop preparation and presentation outside of the workday shall be compensated at \$40.00 per hour. Presenters shall be paid a maximum of two (2) hours preparation time for each hour of presentation, with proper verification.

**3.8 Summer Session**

3.8.1 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.

3.8.2 For summer school eligibility, unit members 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. Should online courses be utilized for summer school, all credentialed teachers in the rotation shall be eligible to teach courses not requiring a specific credential.

**3.8.2.1 Bargaining Unit members who are selected to teach summer school, shall be paid for the entire term if and their and whose classes are collapsed or closed, shall be given first priority to take on a when hiring for new summer school teaching assignments.**

**3.8.2.2 Summer school substitute assignments shall be filled in the following order:**

- 1) Bargaining Unit members who were selected to teach summer school classes, but whose classes were collapsed or closed.**
- 2) Bargaining Unit members who applied to teach summer school but were not selected.**
- 3) Non-bargaining unit member substitute teachers.**

**No non-unit member shall be employed until all bargaining unit members desiring a summer school position have been offered employment via the District's substitute scheduling system, after the first four (4) days of the session.**

**3.8.2.3 Bargaining unit members who serve as substitutes during summer school shall be paid the summer school rate as established in Article 3.**

**~~or serve as a substitute teacher at the bargaining unit member summer school rate.~~**

**3.8.3 Extended School Year (Special Education) Summer School Classes shall be staffed with unit members possessing the appropriate Special Education credential.**

**3.9 Period Substitution and Other Hourly Work**

**3.9.1 All other hourly extra duty work, including period substitution shall be \$40.00 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 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 \$40.00 per hour, whichever is greater. Adult education period substitutes shall be paid at their regular hourly pay.**

**3.10 Special Education**

**3.10.1 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 workday more than three (3) times per semester shall be paid at their hourly rate or \$40.00 per hour, whichever is greater.**

**3.10.2 Special Education Classroom Teachers with a caseload of at least one (1) student but no more than twelve (12) students shall receive a stipend of \$800.00 per year as compensation for preparing and presenting IEPs.**

**3.10.3 Special Education Classroom Teachers with a caseload of more than twelve (12) students shall receive ten (10) on-campus release days per year to prepare IEPs, write reports, collect data, meet with teachers regarding student performance, and other related IEP duties. Release days shall be approved by the Principal in advance, where the approval is at the discretion of the Principal.**





Release days shall not be taken consecutively, nor on a Monday, Friday, or immediately preceding or following a holiday.

**3.11 Lunch Supervision**

3.11.1 General campus supervision assigned to unit members (by mutual consent) during their thirty-five (35)-minute duty-free lunch shall receive be compensated at the rate of \$20.00 per lunch period.

**3.12 ~~Employees on Salary Schedule D~~ Workdays and Additional Workdays**

**3.12.1 Teachers shall be employed for a period of 184 workdays.**

3.12.2 Speech-Language Pathologists and Social Workers shall be employed for a period of 184 work days, and on an "as needed" basis (as determined by the District) for a period of up to ten (10) additional workdays. ~~in addition to the teacher's 184-day work year.~~

~~3.11.1 9.3 Directors of Student Activities, Directors of Athletics, Counselors and School Psychologists shall be employed for a period of 196 workdays; twelve (12) workdays in addition to the teacher's 184-day work year.~~

3.12.3 Counselors and School Psychologists shall be employed for a period of 196 workdays. ~~twelve (12) workdays in addition to the teacher's 184-day work year.~~

3.12.4 ~~The District Nurses~~ shall be employed for a period of 202 workdays. ~~eighteen (18) workdays in addition to the teacher's 184-day work year.~~

**3.12.5 JROTC Instructors shall be employed for a period of 218 workdays.**

**3.12.6** Directors of Student Activities and Directors of Athletics may shall work up to ten (10) ~~twelve (12)~~ additional workdays in addition to the teacher's 184-day work year with the mutual consent of the Director and the District.

3.12.7 Projects and/or duties performed during the additional workdays in ~~3.11.1 through 3.11.4 above~~ **Section 3.12** shall be approved by the District in advance, and the unit members shall be compensated at the individual's per diem rate of pay for each workday worked.



3.12.8 Unit members listed in 3.12.2 through 3.12.6 who upon mutual consent of the unit member and the District work additional workdays beyond those listed in 3.12.2 through 3.12.6 shall be compensated at the individual's hourly/daily per diem rate of pay for each hour/day worked when performing their regularly-assigned responsibilities. All other hourly extra duty work shall be compensated in accordance with 3.9 above. All professional development and workshop attendance shall be compensated in accordance with 3.7 above.

3.12.9 Any unit member ~~teacher~~ 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 ~~March 15~~ of the prior school year.

### 3.13 Department Chairpersons

3.13.1 The employee's position on Salary Schedule A, Step 10, Column II shall be established as a base.

3.13.2 The stipend shall be a percentage of the established base salary.

3.13.3 The stipend for Department Chairpersons of departments with 6-20 teaching periods shall be five percent (5.0%) annually.

3.13.4 The stipend for Department Chairpersons of departments with 21-39 teaching periods shall be eight percent (8.0%) annually.

3.13.5 The stipend for Department Chairpersons of departments with 40 or more teaching periods shall be eight percent (8.0%) annually and one period of release time for department management.

3.13.6 A Department Chairperson may not be assigned to departments with fewer than two (2) teachers.

~~3.12.7 The principal shall have the sole authority to determine in which department a teaching period is included. No teaching period shall be counted in more than one department.~~

### 3.13.8 Department Chairperson Selection Process

3.13.8.1 Department Chairpersons shall be elected for three (3) year terms, subject to yearly review by the site Principal.



- 3.13.8.2 For the purposes of this article, a unit member must be a full-time employee, assigned to teach in a department for fifty percent (50%) or more of their contracted assignment, ~~and teach at least three periods within the department~~ to be considered a member of that department and to be eligible to serve as Chairperson.
- 3.13.8.3 Department Chairpersons shall be elected by a formal majority vote of department members. Elections shall be organized and conducted by the department members. Unit members must be assigned to teach in a department fifty percent (50%) or more of their contracted assignment, and ~~teach at least three periods within the department~~ to be considered a member of that department and to be eligible to vote. ~~and A unit member may only vote in one department's election, to be determined by unit member.~~ 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. 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 31<sup>st</sup> of each year. Should the results not be conveyed to the site Principal by May 31<sup>st</sup>, the site Principal may conduct an election.
- 3.13.8.4 Positions shall be advertised to district certificated employees at large by the District no later than May 1<sup>st</sup>. The election rotation shall be as follows:
- ~~Starting 2011-2012: World Languages, PE & Special Education~~
  - ~~Starting 2012-2013: Math and Science~~
  - ~~Starting 2013-2014: English, Visual & Performing Arts, & Social Studies~~
  - ~~Starting 2014-2015: World Languages, PE & Special Education~~
  - ~~Starting 2015-2016: Math and Science~~
  - ~~Starting 2016-2017: English, Visual & Performing Arts, & Social Studies~~



- ~~Starting 2017-2018: World Languages, PE & Special Education~~
- ~~Starting 2018-2019: Math and Science~~

- Starting 2019-2020: English, Visual & Performing Arts, & Social Studies
- Starting 2020-2021: World Languages, PE & Special Education
- Starting 2021-2022: Math and Science
- Starting 2022-2023: English, Visual & Performing Arts, & Social Studies
- Starting 2023-2024: World Languages, PE & Special Education
- Starting 2024-2025: Math and Science

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

- Breadth of actual training in discipline;
- Ability to communicate with colleagues and administration;
- Demonstrated ability to relate the learning process to the academic discipline.

3.13.8.5 In the event an ~~elected or appointed~~ Department Chairperson is unable to complete his/her term ~~due to a leave of absence of at least 30 work days, from the District, their resignation, or their employment is otherwise terminated~~, a mid-year or mid-term (whichever is applicable) election shall be conducted in accordance with section ~~3.10.7.3~~ 3.12.8.3 above at the request of the site Principal. 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.

3.13.8.6 ~~Elected~~ A Department Heads Chairperson will not be subject to an involuntary transfers during their term of office.

### 3.14 Reimbursement for Travel

3.14.1 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 US Government General Services Administration mileage rate.

### 3.15 Doctoral Degree Stipend



- 3.15.1 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.

**3.16 National Board Certification**

- 3.16.1 A unit member who receives National Board Certification shall be entitled to receive the following additional compensation in addition to the unit member's regular base salary schedule pay, in accordance with the schedule set forth in this Article 3.15.1:

- 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

- 3.16.2 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.

- 3.16.3 In addition, the unit member who receives a National Board Certification stipend 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.

- 3.16.4 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 3.15.1, 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.

**3.17 Other Extra Duty Assignments**

- 3.17.1 Salary Schedule A, Step 10, Column II shall be established as a base for Extra Duty Assignments listed in Appendix A.

- 3.17.2 The stipend shall be a percentage of the established base salary.
- 3.17.3 The stipend for an ELD Coordinator assigned a caseload of 1-199 students is eight percent (8%) annually, plus one (1) period of release time.
- 3.17.4 An ELD Coordinator assigned a caseload of 200 or more students shall receive a ten percent (10%) annual stipend, plus with one (1) period of release time. ~~three (3) periods of release times for coordinator duties, two (2) periods ELD or equivalent, one (1) preparation period.~~
- 3.17.5 An Academy Coordinator shall receive an eight percent (8%) annual stipend, plus one period of release time.
- 3.17.6 An Academy Leadership Team member shall receive a four percent (4%) annual stipend (limit of five (5) members per team).
- 3.17.7 An AVID Coordinator shall receive an eight percent (8%) annual stipend.

### **3.18 WASC Facilitator**

- 3.18.1 The WASC Facilitator shall be responsible for supporting administration with self-study preparation and preparing for WASC team visits. The stipend for a 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 for the Self-Study and for team visit. The period of release time provided under section 3.16.8 shall be in addition to the preparation period provided under Article 4, section 4.1.



3.19 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.

3.20 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: \$500.00
- Unit members missing 2 days: \$300.00
- Unit members missing 3 days: \$200.00

Executed this 26<sup>th</sup> day of May, 2020, in Lawndale, California

CVUHSD

*Edgardo W. Nallas*  
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*Shant Tucker*  
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CVSTA

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*A. Pauson*  
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*Tahumena 6/11/20*  
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# TENTATIVE AGREEMENT

MAY 26, 2020

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 2019-2020 school year.

## ARTICLE 5: Health and Welfare Benefits

5.1 Beginning in the 1993-94 insurance year, the District will contribute no less than \$16.00 per month (\$192.00 per year) to eligible unit members and eligible retirees for approved PERS health plan options. Unit members must work three or more hours per day to be eligible to receive this benefit. This amount shall be part of the District's employee-only medical benefits contribution. In addition, the District shall annually provide a supplemental contribution for eligible unit members and eligible retirees as set forth in section 5.2 below. The supplemental contribution shall be used for additional health benefit coverage.

Beginning in the 2018-2019 school year, the District will contribute to approved PERS health plans and insurance plans for eligible unit members as set forth in section 5.2. The District's contribution will go toward any combination of District-approved medical insurance plans, dental insurance plans, vision insurance plans, and life insurance plans. The District also will pay for the cost of long-term disability plans and short-term disability plans for all unit members.

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.

5.1.2 Beginning in the 2018-2019 school year, the District will contribute to approved health and insurance plans for eligible retirees as set forth in section 5.2. The District's contribution will go toward any combination of District-approved medical insurance plans, dental insurance plans, vision insurance plans, exclusive of long-term disability, short-term disability and life insurance plans.

5.2 The District's contribution toward health and insurance plans, as defined in section 5.1 for active employees, and as defined in 5.1.2 for retirees, combined basic medical contribution and supplemental





reimbursement annual maximum for additional health benefit coverage shall not exceed the following annual maximums, referred to subsequently as the applicable health benefits cap:

Active Full-Time Unit Members

Annual Maximum	Effective Date
\$4,500.00	July 1, 2006
\$5,000.00	July 1, 2007
\$6,000.00	July 1, 2009
\$6,450.00	January 1, 2012
\$7,050.00	July 1, 2013
\$10,000.00	July 1, 2014
\$11,000.00	April 1, 2015
\$11,500.00	January 1, 2018
\$14,500.00	July 1, 2018
\$15,000.00	July 1, 2019
<del>\$17,500.00</del>	<del>January 1, 2020</del>
<del>\$17,450.00</del>	
<del>\$17,450.00</del>	

Retirees

Annual Maximum	Effective Date
\$3,808.00	Hired prior to July 1, 1993 and retiring before July 1, 2006
\$4,308.00	Hired prior to July 1, 1993 and retiring between July 1, 2006 and June 30, 2007
\$4,808.00	Hired prior to July 1, 1993 and retiring between July 1, 2007 and June 30, 2009
\$5,808.00	Hired prior to July 1, 1993 and retiring between July 1, 2009 and June 30, 2011
\$6,258.00	Hired prior to July 1, 1993 and retiring between July 1, 2011 and June 30, 2013
\$6,858.00	Hired prior to July 1, 1993 and retiring between July 1, 2013 and <del>June 30</del> <b>December 31, 2013</b>
\$9,808.00	Hired prior to July 1, 1993 and retiring between January 1, 2014 and March 31, 2015
\$10,808.00	Hired prior to July 1, 1993 and retiring between April 1, 2015 and December 31, 2017
\$11,308.00	Hired prior to July 1, 1993 and retiring between January 1, 2018 and June 30, 2018
\$14,308.00	Hired prior to July 1, 1993 and retiring between <del>on or after</del> July 21, 2018 and <del>before</del> June 30, 2019



\$14,808.00	Hired prior to July 1, 1993 and retiring after <del>on June 30, 2019 or between June 30, 2019 and December 31, 2019</del>
<del>\$17,308.00</del> \$17,258.00	<del>Hired prior to July 1, 1993 and retiring after</del> January 1, 2020

Retirees qualifying for Medicare shall receive 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 (ten) 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 provisions 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, 2018, the District will pay a stipend that equals 15% of the current health benefits cap once a year,



no earlier than the close of the open enrollment period, and no later than 30 (thirty) days after the close of the open enrollment period, to bargaining unit members who choose to waive their District-provided medical benefits. In order to qualify for this waiver, the bargaining unit member does not have to waive single coverage, as defined in Section 5.7, of dental or vision plans, or long-term disability, short-term disability or life insurance coverage.

- 5.6.1 In order to be eligible to receive the stipend, the employee must provide evidence of dependent coverage on a medical insurance plan.
- 5.6.2 For an employee who qualified for the stipend at the time of open enrollment, who then opts for medical coverage later in the plan year due to a life event, the District will pro-rate the stipend based on the number of months remaining in the plan year and will adjust the employee's contributions accordingly.
- 5.6.3 For an employee who did not qualify for the stipend at the time of open enrollment, who then waives medical coverage later in the plan year due to a life event, the District will pro-rate the stipend based on the number of months remaining in the plan year.
- 5.6.4 For an employee who is hired during the plan year, and who waives medical coverage, the District will pro-rate the stipend based on the number of months remaining in the plan year.

5.7 **Single Medical Coverage**  
Effective January 1, 2019, for an employee who enrolls in a medical plan that provides coverage only to the employee, defined as single coverage, the District will not limit its contributions to dental or vision plans to single coverage, and will contribute to the plans as set forth in Section 5.2, except as limited in Section 5.7.1.

5.7.1 **Single Coverage Health Benefits Stipend**

Effective July 1, 2018, the District will pay a stipend that equals 7.5% of the current health benefits cap



# TENTATIVE AGREEMENT

May 26, 2020

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 12 for the 2019-2020 school year.

## ARTICLE 12: Association Rights

### 12.1 Right to Represent

The Association shall have the right to represent members of the unit in employment relations with the District.

12.1.1 ~~Administrators shall inform CVSTA Bargaining Unit Members of the subject matter of meetings which require their attendance. CVSTA Bargaining Unit Members shall be advised of their right to representation by the Association prior to meetings with administration.~~

Upon request, a unit member shall be informed as to the nature of a meeting to which they have been directed to attend. CVSTA Bargaining Unit Members shall be advised of their right to representation by the Association prior to meetings with administration.

### 12.2 Right to Associate

The District and Association recognize the right of employees to form, join and participate in the activities of the Association and the equal alternative right of employees to refuse to form, join or participate in employee organization activities.

### 12.3 Rights of Access, Communication, and Use of Facilities

The Association shall have the right of access at reasonable times to areas in which employees work, the right to use bulletin boards, mail boxes, and other means of communication, and the right to use District facilities at reasonable times for the purpose of meetings concerned with the rights guaranteed in the Educational Employment Relations Act.

#### (a) Access

The District shall notify the Association of all new hires who are members of the bargaining unit within ten (10) work days. The Association shall be granted access to bargaining unit members during



all District orientations for new hires. Such access shall be for one hour. The Association may opt to meet with new hires at time outside of District orientations, but within the work day by mutual agreement.

Persons not members of the school staff who wish to come to the school site for Association matters during the school day shall notify the site administrator for his/her permission. Such permission shall be given unless the visit would cause interruption in the educational process.

**(b) Communication**

The Association shall be entitled to post notices of Association concern on a staff bulletin board in an area frequented by teachers in each school complex. The Association shall be entitled to the use of regular inter-school delivery services and mailboxes for communication to employees regarding matters which involve the Association, and they shall be identified as to their origin. An Association representative shall be responsible for intra-school distribution of said communications, and no cost shall be imposed on the District for such communications. A copy of general distribution Association material shall be sent to the principal or designee at time of posting or delivery.

**(c) Use of Facilities**

The Association may use school facilities for meetings when involved unit members are not on duty, subject to approval of the principal. Such approval shall be granted unless such meetings conflict with previously scheduled use of such facilities or the buildings are otherwise unavailable for use. Such meetings shall not interfere with the service of the employee or the school program.

**12.4 Employee Information**

The employer shall provide the Association with names and addresses of all bargaining unit personnel no later than the third full week of each school year and of all bargaining unit personnel employed after the third full week of each school year within ten (10) days of employment. After the third full week of the school year, the employer shall provide to the Association a complete list of all members of the bargaining unit upon request of the Association.

~~12.4.1 The employer shall notify the Association of any third party requests for bargaining unit members' contact information within two (2) District Office workdays.~~



~~12.4.2 The employer shall notify the Association of any third-party or California Public Records Act (CPRA) request for bargaining unit member disciplinary, evaluative, or other personnel-record information.~~

~~12.4.3 The employer shall provide the Association a reasonable opportunity to object to disclosure of the requested information and/or to raise potential concerns before the employer responds to the requester.~~

~~12.4.4 The employer shall provide the Association with the opportunity to object to disclosure of the requested information before the employer publicizes the information.~~

## 12.5 Association Dues

12.5.1 Any unit member who is a member of the Association or who has applied for membership may sign and deliver to the District an assignment authorizing deduction of Association membership dues, fees and general assessments of the Association. The amount of such dues, fees and assessments shall be established by the Association. Such authorization shall continue in effect from year to year unless revoked in writing pursuant to the authorization agreement. Pursuant to such authorization, the District shall deduct one-tenth of such dues from the regular salary warrant of the unit member each month for ten consecutive months, from September 30. Deductions for unit members who sign such authorizations after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.

12.5.2 With respect to all sums deducted by the District pursuant to Section 12.6, the District agrees to promptly remit such monies 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. Any changes in dues deductions or deductions for Association-related benefits shall be made only through the Association office by written authorization.

12.5.3 Upon appropriate written authorization from the unit member, the District shall deduct from the pay warrant of the unit member and make appropriate remittances for annuities, credit union, savings, bonds, charitable donations, or any other plans or programs approved by the Association and the Board of Trustees.



**12.6 Association Business**

The Association shall receive a total of twenty (20) days per year, in full day increments, at Association discretion, for Association business, subject to prior notice to the District and provided sick leave is not used in connection with concerted activities. The Association shall reimburse the District for the cost of substitutes.

**12.7 Faculty Advisory Committees**

Each school site may form a Faculty Advisory Committee made up of 3-6 CVSTA bargaining unit members and the Principal to discuss and make suggestions to the Principal on issues affecting unit members on campus. The CVSTA representatives will be elected by CVSTA members at that school site.

- The committee will schedule monthly meetings.
- All committee members may place items on the agenda.
- Written summaries from the committee will be distributed to the staff.
- The committee can recommend waiving provisions of the contract for up to one year. Written waiver requests and supporting rationale must be provided to CVSTA and the District in a timely fashion. CVSTA and the District reserve the right to approve/disapprove waiver requests.

**12.8 Superintendent's Advisory Committee**

The Superintendent shall periodically meet with a Superintendent's Advisory Committee to discuss issues affecting the District or school sites. CVSTA representatives will include the CVSTA President and one certificated staff person from each school site.

**12.9 Employee Rights – Organizational Security**

The District and the Association recognize the right of employees to form, join and participate in lawful activities of employee organizations and the equal alternative rights of employees to refuse to form, join, participate in employee organizations.

- 12.9.1 Accordingly, membership in the Association shall not be compulsory. A unit member has the right to choose to become a member of the Association.





**12.10 Payment Method**

Association members may pay the properly-determined dues directly to the association on an annual basis.

- 12.10.1 As an alternative to the direct payment method, a unit member may voluntarily sign and deliver to the District a written assignment authorizing deduction of the properly established dues as determined by the Association. Upon voluntary authorization duly completed and executed, the District will deduct from the pay of unit members and pay to the Association the normal and regular monthly dues.

**12.11 Layoffs and Leaves of Absences**

The District is under no obligation to make payroll deductions for periods during which a unit member is either terminated from active employment or not on the District's active payroll for any reasons, including, but not limited to, layoff and voluntary leave of absence for more than thirty (30) days. Upon the rehiring of any unit member, or upon the recalling of a unit member from layoff status, the District will resume or initiate dues deductions for such member upon direction by the Association.

**12.12 Association Obligations**

The Association shall be responsible for requiring unit members to fulfill obligations defined herein and to collect any dues which may be due and payable to the Association in consideration for its services as the exclusive representative of unit employees.

**12.13 President Release Time**

The CVSTA President will be released from 40% ~~80%~~ of his/her assignment in order to participate in district/school meetings, educate/train staff, visit school sites, improve community relations, and perform other functions necessary for carrying out his/her duties.

**12.14 Department Budgets**

The District shall develop and deliver tentative budgets to department chairs by June 1 of the preceding school year.

**12.15 Assignments**

All bargaining unit members shall receive notice of the subjects and positions that they will be assigned to no later than the end of the



semester preceding the semester of their assignment, or two weeks prior, whichever is earlier. The notification in the spring for the fall semester shall be tentative and may be changed by the District based on the District's needs.

## 12.16 Identification of Students

Each classroom teacher shall be given written notification by the end of the fourth full week of the fall semester and the end of the fourth full week of the spring semester of any and all special programs or circumstances (including but not limited to RSP, English Language Learners, special education, health issues, any Education Code section 49079 issue, etc.) for each student enrolled in the teacher's class.

## 12.17 Committee Members

- 12.17.1 CVSTA shall appoint all bargaining unit members of any committee created to jointly address bargaining subjects (e.g. benefits, safety, budget). ~~CVSTA shall also appoint the bargaining unit members on the LCAP Committee and School Site Council. The District shall establish an LCAP committee for the purpose of gaining input from CVSTA on the creation and updates of the Plan.~~

~~12.17.1.1 The District shall establish an LCAP Committee comprised of at least one bargaining unit member from each school site; at least one parent from each site; and one classified member from each site. CVSTA shall appoint the bargaining unit members of the committee. The purpose of the LCAP Committee shall be for the District to seek advice and consent for the building and revisions of the District's Local Control Accountability Plan.~~

- 12.17.2 CVSTA shall appoint all bargaining unit members of any committee created to jointly address creating, implementing, and evaluating professional development activities for certificated employees.

## 12.18 District Directory

- 12.18.1 The District shall publish and post on the District's website a directory including the names, titles, telephone extensions, fax numbers, and e-mail addresses of all site staff. The District will use its best efforts to publish the directory before the end of the eighth (8<sup>th</sup>) full week of the school year.

Executed this 26<sup>th</sup> day of May, 2020, in Lawndale, California.

CVUHSD

*Stephen J. Nelson*  
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*Ken Hacker*  
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CVSTA

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# TENTATIVE AGREEMENT

May 26, 2020

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 19 for the 2019-2020 school year.

## ARTICLE 19: Health and Safety Conditions

19.1 A joint CVUHSD/CVSTA committee shall be established to develop school site procedures that will address safety and working conditions on each campus to ensure all district facilities are in "good repair" as defined in Education Code Section 17002(d)(1). These procedures will be completed/reviewed by December 1st of each school year. That report should be sent to both the Superintendent and the CVSTA office for distribution.

The report shall include an investigation of the following conditions at each campus:

- Gas Leaks
- HVAC Mechanical Systems
- Windows/Doors/Gates/Fences
- Interior Surfaces
- Hazardous Materials
- Structural Damages
- Fire Safety
- Electrical
- Pest/Vermin Infestation
- Drinking Fountains
- Sewer System
- Roofs
- Playgrounds/School Grounds
- Security
- Violence
- Health Issues
- Indoor air pollution
- Derelict conditions of campus
- Disaster preparedness
- Mold inspections
- Working, sanitary and accessible restrooms

19.1.1 The Committee shall also establish policy and procedures to address safety and working conditions on each campus pursuant to



Education Code Section 17002(d) and in accordance with Education Code Section 35186.

These conditions include but are not limited to:

- Gas Leaks
- HVAC Mechanical Systems
- Windows/Doors/Gates/Fences
- Interior Surfaces
- Hazardous Materials
- Structural Damages
- Fire Safety
- Electrical
- Pest/Vermin Infestation
- Drinking Fountains
- Sewer System
- Roofs
- Playgrounds/School Grounds
- Security
- Violence
- Health Issues
- Indoor air pollution
- Derelict conditions of campus
- Disaster preparedness
- Mold inspections
- Working, sanitary and accessible restrooms

- 19.1.2 The Committee shall meet between August and June to review, update and/or modify established policies and procedures as well as to address and/or remedy any unsafe or hazardous working condition.
- 19.2 The principal and/or the designee shall make all reasonable efforts to investigate any problem relating to unsafe or hazardous working conditions within their authority. Upon written notification, the principal or the designee shall address any unsafe or hazardous condition within 48 hours. The principal or designee shall remedy a complaint within reasonable time period but not to exceed 30 working days from the date the complaint was received {Ed Code 35186.4(b)}.
- 19.2.2 CVSTA will be provided with a written plan of action to resolve the unsafe or hazardous condition.
- 19.3 The District shall pay unit members for days lost due to an emergency or natural disaster to the extent that the District receives additional funding for those days from the State of California.



19.4 Site administration shall provide class coverage for teachers in times of medical necessity, as required by law.

19.5 Reimbursements

~~19.5.1 At the District's discretion, Unit members will be reimbursed for personal property, lost, stolen and/or damaged on the school/district property if, in determining whether to reimburse the unit member for the loss, the District shall consider whether:~~

- ~~(a) The equipment or material was used for instructional purposes, and~~
- ~~(b) Such usage had prior approval in writing by the immediate administrator,~~
- ~~(c) The unit member has exercised due care in the use and storage of such equipment/material.~~

~~19.5.2 Damage and/or theft of personal means of transportation~~

~~(a) When a unit member suffers damage to a personal means of transportation due to vandalism and/or theft while performing duties as assigned, the unit member shall be reimbursed for deductibles up to \$500 per incident.~~

Executed this 26<sup>th</sup> day of May, 2020, in Lawndale, California.

CVUHSD

CVSTA

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