

TENTATIVE AGREEMENT

The Centinela Valley Union High School District (the "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.

The economic covenants (Compensation and Health and Welfare Benefits) made within this agreement will be concluded for 2012-2013. Economic agreements for following years as well as the one re-opener (2012-2013) have not been decided and will remain open in accordance with current (2011-2014) contract language.

May 2, 2013

The following changes shall be added to Article 3 as follows:

ARTICLE 3: Compensation

~~3.3.4 Effective July 1, 2008 through June 30, 2011, Salary Schedules A, B, C, and D shall receive a minimum zero (0) % increase.~~

3.3.4 Effective July 1, 2013, Salary Schedules A, B, C and D shall receive a one (1)% increase.

The following changes shall be added to Article 5 as follows:

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: \$4500.00 (effective July 1, 2006)
 \$5000.00 (effective July 1, 2007)
 \$6000.00 (effective July 1, 2009)
 \$6450.00 (effective January 1, 2012)
 \$7050.00 (effective July 1, 2013)

Retirees Hired Prior to July 1, 1993
 and retiring before July 1, 2006 \$3808.00

Retirees Hired Prior to July 1, 1993
 and retiring between July 1, 2006 and
 June 30, 2007 \$4308.00

Retirees Hired Prior to July 1, 1993
 and retiring between June 30, 2007 and
 June 30, 2009 \$4808.00

Retirees Hired Prior to July 1, 1993
 and retiring ~~after between June 30, 2009~~ July 1, 2009 and June 30, 2011 \$5808.00

Retirees Hired Prior to July 1, 1993
and retiring between July 1, 2011
and June 30, 2013 \$6258.00

Retirees Hired Prior to July 1, 1993
and retiring after June 30, 2013 \$6858.00

Retirees Qualifying for Medicare Reimbursement equal to supplemental Medicare coverage.

5.7 Waiver of Health Benefit

The District will pay a \$750 stipend once a year to bargaining unit members who choose to waive their medical benefits (does not include dental, vision, or life insurance).

The following changes shall be added to Article 6 as follows:

6.11 Catastrophic Leave

6.11.1 Creation

6.11.1.1. The Association and the District agree to create a Catastrophic Leave Bank effective September 1, 1997.

- 6.11.1.2 For the purpose of this section, a “day” shall be any day a unit member is expected to be on duty as determined by the terms of this agreement.
- 6.11.1.3 Days shall be contributed to the bank and withdrawn from the bank without regard to the daily rate of pay of the participant

6.11.2 Eligibility & Contributions

- 6.11.2.1 All unit members on active duty with the district are eligible to contribute to Catastrophic Leave Bank.
- 6.11.2.2 Participation is voluntary, but requires contribution to the Bank. Only contributors will be permitted to withdraw from the bank.
- 6.11.2.3 The contribution, solicited by the District to the unit members, using ~~on~~ the appropriate district form, shall be authorized by the unit member.
- 6.11.2.4 Donations to the Bank are irrevocable.
- 6.11.2.5 Contributions shall be made between September 1st and October 1st of each school year.
- 6.11.2.6 The annual rate of contribution by each participating unit member shall be a maximum of two (2) days of sick leave. If the number of days in the bank on October 1st is less than 250 days, unit members must contribute at least one (1) day of sick leave each year in order to be eligible to withdraw from the bank.
- 6.11.2.7 If the number of days in the Bank on October 1st exceeds 250 days, no contribution shall be required of returning unit members. Those unit members joining the Catastrophic Leave Bank for the first time and those returning from leave shall be required to contribute to the Bank (See 6.11.2.6).

6.11.3 Withdrawal from the Bank

- 6.11.3.1 Catastrophic Leave Bank participants whose sick leave is exhausted may withdraw from the Bank for catastrophic illness or injury. Catastrophic illness or injury shall be defined as an illness or injury (based on competent medical evidence) that incapacitates a unit member for over twenty (20) consecutive days within one school year, or is reasonably certain to result in such incapacity for ~~fifteen~~ twenty consecutive days within one school year. The employee who receives leave from the bank shall furnish all requested medical information deemed

necessary by the District to determine the employee's eligibility to receive donated leave under this section. Upon request by the District, the employee shall execute an authorization for the release of medical information. The District shall be entitled to obtain an independent medical evaluation to determine an employee's right to receive leave from the leave bank.

- 6.11.3.2 Unit members must use all accrued sick leave, but not differential leave, available to them before they become eligible to withdrawal from the bank.
- 6.11.3.3 A unit member who exhausted full paid sick leave, but still has differential leave, is eligible for a partial supplement from the Bank. The District shall pay the unit member full pay and the Bank shall be charged the one-half sick leave day. This shall not exceed the amounts allowed as maximum below.
- 6.11.3.4 Unit members who are eligible to withdraw from the Bank will receive no more than thirty (30) sick days per request. If necessary, unit members may reapply for an additional (thirty) 30 sick days. The maximum number of days withdrawn from the bank by any one unit member, per school year shall not exceed sixty (60) days. Leave from the Bank may not be used from one year to the next. Unit members must reapply at the beginning of a new school year. Catastrophic Leave shall be used as transition to STRS Disability or some other income protection plan.
- 6.11.3.4.5 If the Bank does not have sufficient days to fund a withdrawal request, the District is under no obligation to provide additional days.
- 6.11.3.5.6 Leave from the bank may not be used for work related illnesses or injuries which qualify the unit member for worker compensation benefits unless the unit member has exhausted all workers compensation leave.

6.11.4 Process for Settling Disputes

The District and the Association agree to establish a Catastrophic Leave Review Committee. The committee shall be comprised of five members, two appointed by the District and three appointed by CVSTA. Any unit member dissatisfied with any action taken or decision made by the District, concerning the Catastrophic Leave plan herein provided, may appeal that action or decision to the review panel within ten (10) working days. Unit member(s) dissatisfied with any action taken by the Catastrophic Leave Review Committee may appeal that decision to the Board of Trustees within ten (10) working days. The decision of the Board shall be final.

6.11.5 Any denial of catastrophic leave by the District, the Catastrophic Leave Review Committee, and/or the Board of Trustees shall not be subject to the grievance procedure contained in this Agreement.

Date: May 2, 2013

CENTINELA VALLEY SECONDARY

TEACHERS' ASSOCIATION

By: Jack Foreman

By: [Signature]

By: [Signature]

By: [Signature]

By: [Signature]

By: _____

By: _____

CENTINELA VALLEY UNION

HIGH SCHOOL DISTRICT

By: [Signature]

By: [Signature]

By: [Signature]

By: [Signature]

By: [Signature]

By: [Signature]

By: _____

TENTATIVE AGREEMENT

The Centinela Valley Union High School District (the "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.

Except as otherwise provided herein, the remainder of Article 8 shall remain unchanged.

May 2, 2013

ARTICLE 8: Class Size

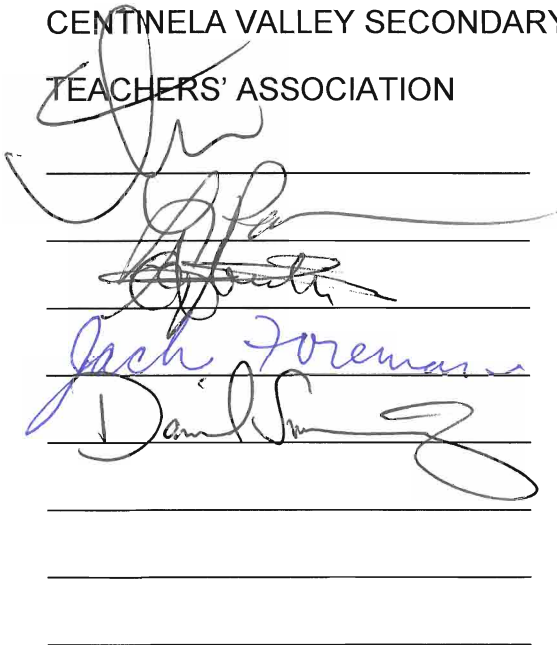
8.4 The district wide pupil-teacher ratio shall be 30.5 students per regular classroom teacher (FTE). This ratio is limited in its application to "regular" classroom teachers and does not include traditional large group instruction (e.g., physical education, band, chorus, JROTC), nor does it include traditionally small classes such as class size reduction and Special Education ~~and RSP~~. Class size reduction classes are exempt from the ratio only to the extent the District receives funding from the state or federal government for class size reduction classes. By way of example, if the funding received by the District pays for 80% of the class size reduction classes, then 80% of the class size reduction classes will be excluded from the class size ratio.

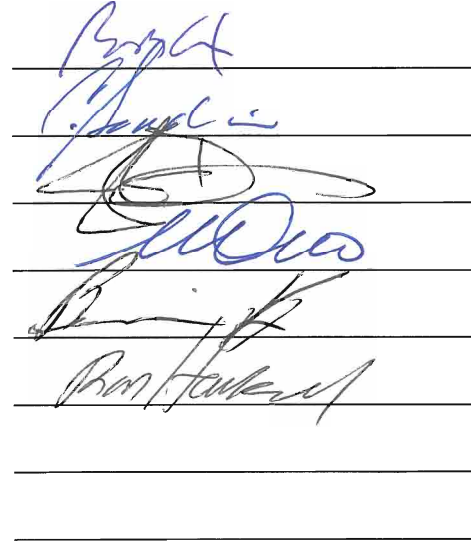
8.7 Class size for ~~SDC and RSP~~ all special education (all designations) classes shall not exceed SELPA best practice. ~~RSP~~ Special Education case loads shall be set in accordance with applicable law. The District shall use its best efforts to have any RSP special education student's case carrier be one of the student's teachers.

Date: May 2, 2013

CENTINELA VALLEY SECONDARY
TEACHERS' ASSOCIATION

CENTINELA VALLEY UNION
HIGH SCHOOL DISTRICT





TENTATIVE AGREEMENT

Article 9: Evaluations

With respect to Article 9, the parties hereby agree to the following:

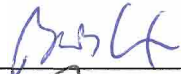
A joint committee shall be convened for the purpose of researching alternative evaluation systems to what is currently provided by Article 9, and to make recommendations for a possible new or modified evaluation system to the District's and CVSTA's bargaining teams.


The committee shall be comprised as follows: District shall appoint up to three (3) representatives and CVSTA shall appoint up to three (3) representatives. District and CVSTA shall designate their respective appointees by giving written notice to the Assistant Superintendent of Human Resources and CVSTA Chapter President respectively no later than the conclusion of the current 2012/2013 school year.


The joint evaluation committee shall begin its work no later than October 1, 2013, and shall be prepared to present its recommendations to the bargaining committee (i.e., District and CVSTA bargaining teams) no later than November 30, 2013.


Date: April 29, 2013


CVUHSD

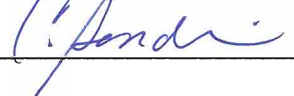







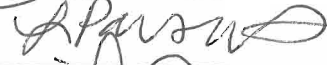


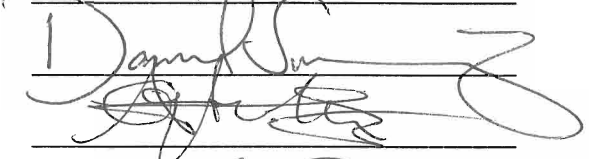


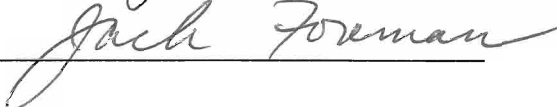


CVSTA









MEMORANDUM OF UNDERSTANDING

The Centinela Valley Union High School District ("District") and the Centinela Valley Secondary Teachers' Association ("CVSTA") enter into this memorandum of understanding based on the following:

In or about August 2012, the District denied the requests of two unit members for catastrophic leave due to insufficient days in the bank to fund the withdrawal requests. CVSTA filed grievance numbers 1213-001 and 1213-003 alleging violations of Article 6, section 6.11.2.5. CVSTA also disputes the District's calculation of the catastrophic leave bank's deficit.

In the interest of labor relations and to amicably resolve the parties' disputes over catastrophic leave, the parties agreed to reopen for negotiations Article 6, section 6.11 of the parties' collective bargaining agreement ("CBA").

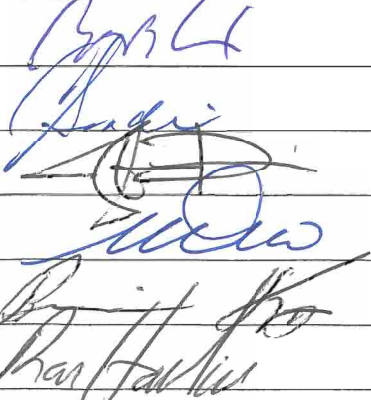
On or about May 2, 2013, following good faith negotiations, the District and CVSTA entered into a tentative agreement modifying Article 6, section 6.11, "Catastrophic Leave" of the CBA.

Based on the foregoing, the parties hereby agree to the following:

1. The Catastrophic Leave Bank will be restored effective July 1, 2013, with a starting balance of zero.
2. The District agrees to solicit contributions beginning September 1, 2013, in accordance with Article 6, section 6.11.2.3, as revised per the above-referenced tentative agreement. The District will continue to solicit contributions as provided by section 6.11.2.3 unless and until negotiated otherwise.
3. This agreement resolves any and all disputes arising from or relating to the District's closure of the catastrophic leave bank.
4. This MOU is subject to final approval and ratification of the parties' tentative agreement on Article 6 of the CBA by the District's governing board and CVSTA bargaining unit.

Dated: May 2, 2013

CVUHSD



CVSTA

