

TENTATIVE AGREEMENT

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 2** for the **2020-2021** school year.

ARTICLE 2: Term of the Agreement

- 2.1 The term of ~~Except where specifically provided otherwise~~, this agreement shall be three (3) years ~~is effective~~ from July 1, 2017 **2020 and shall remain in full force and effect up to and including** through June 30, ~~2020~~ **2023, and from year-to-year thereafter unless modified by mutual agreement between the District and the Association.** For ~~2018-2019~~ Article 5 is an automatic reopener; each party may also reopen ~~9 mutually agreed upon items.~~ For ~~2019-2020~~, Articles 3 and 5 are automatic reopeners and each party may also reopen two (2) additional items.


- 2.2 **Automatic Rreopeners for 2021-2022 and 2022-2023 shall be Article 3, Article 5, and up to two (2) additional articles per party per year and any additional articles mutually agreed to by the parties.**


- 2.3 **Automatic reopeners for 2022-2023 shall be Article 3, Article 5, and up to two (2) additional articles per party per year and any additional articles mutually agreed to by the parties.**

Executed this 12th day of November, 2020.

CVUHSD

CVSTA





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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 **2020-2021** school year.

ARTICLE 3: Compensation

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

3.2 Salary Schedules

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

3.2.1 Effective on July 1, 2020, all salary schedules shall receive a three percent (3%) ~~one-and-one-half percent (1.5%) three percent (3%) two percent (2.0%) two-and-one-half-percent (2.5%)~~ on-schedule salary schedule increase.

Effective July 1, 2020, Schedule C shall be increased by an additional 10%.

~~Effective on May 26, 2020, all salary schedules shall receive a 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 (20+ ~~25~~ hours a week) shall be compensated in accordance with the Adult Education Salary Schedule C.

~~3.2.3.1 Steps on Salary Schedule C shall be equivalent to the hourly rate represented in comparable steps of Salary Schedule A.~~

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.

3.2.5 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 Placement on Salary Schedule

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 credentialed.

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 and Language Pathologists

The District will grant allowance for all full-time professional experience at a WASC accredited (or its equivalent) school for counselors, school psychologists, school social workers, school speech and language pathologists, and school nurses.

3.3.1.3 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:

3.4.1 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.

- 3.4.2 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.
- 3.4.3 In-service education units. A maximum of ten (10) salary credits may be earned through in-service activities.

3.5 Advancement on Salary Schedules

- 3.5.1 For the purpose of column advancement on the salary schedules, unit members may advance with prior written approval by the District by submitting appropriate evidence to the District. Column advancement shall be applied in the pay period following the submission of appropriate evidence.
 - 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 unit member work day of their subsequent year's work calendar.
 - 3.5.2.1 An Adult Education teacher shall be deemed to have completed seventy-five percent (75%) of a school year if he or she has been employed for 27 school weeks. The effective date of any change in salary will be in August

following the school year in which they completed the seventy-five percent (75%) requirement.

3.5.2.2 All other unit members shall be deemed to have completed seventy-five percent 75% of a school year if he or she 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.

3.5.2.3 Effective July 1, 2015, upon request, unit members who fail to meet the seventy-five percent (75%) requirement during a school year under Section 3.5.2.2 above shall have up to twelve (12) 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 3.5.2.3 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 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 1/6th 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**

3.7.1.1 Participants at Professional Development, Curriculum Development or other Workshops outside of the work day shall be compensated at the rate of \$40.00 per hour.

~~Professional Development, Curriculum Development (not lesson planning) and Workshop Attendance for all unit members shall be compensated at \$35.00 per hour.~~

- 3.7.1.2 Presenters at Professional Development, Curriculum Development, or other Workshops shall be compensated at the rate of \$50.00 per hour when preparing for and presenting at workshops outside the duty day.**

~~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.

- ~~**3.7.1.3 Beginning July 2, 2020, the rate for attendance at optional Professional Development, curriculum and workshop presentations shall be increased by the percentage increase applied to the certificated salary schedules.**~~

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~~ **unit members shall be compensated at their hourly rate.**
- 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, and whose classes are collapsed or closed, shall be given priority when hiring for new summer school 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.

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.

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~~ **compensated at the rate of \$50.00** 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 three (3) times per semester in such an emergency will be paid at their hourly rate or ~~\$40.00~~ **\$50.00** 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~~ **\$50.00** per hour, whichever is greater.

3.10.2 **Release Days**

3.10.2.1 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~~ per year as compensation for

~~preparing and presenting IEPs and five (5) on-campus release days per year.~~

3.10.2.2 Special Education Classroom Teachers with a caseload of more than twelve (12) students shall receive ~~(a stipend of \$1600 per year as compensation for preparing and presenting IEPs and)~~ ten (10) on-campus release days per year.

3.10.2.3 **Release days shall be used** to prepare IEPs, write reports, collect data, meet with teachers regarding student performance, and other related IEP duties.

3.10.2.4 **Requests for** release days shall be **submitted to the Principal or their designee via an electronic submission system (as determined by the Principal) at least 5 work days prior to the requested release day.**

Requests shall be approved, unless the unit member is notified that their request is denied within three work days. Any such denial shall be accompanied by three (3) alternate dates on which the release day may be taken.

~~approved/denied~~ by the Principal in advance, ~~within two (2) work days of the request,~~ where the approval is at the discretion of the Principal. **~~A lack of response from the Principal will indicate approval.~~**

~~If a release day request is denied, the Principal shall provide a reason and three (3) additional options for the bargaining unit member's consideration.~~

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

3.10.2.5 **Release days shall not accrue from year-to-year. Unused release days are forfeited at the end of the school year.**

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~~ **\$25.00** per lunch period.

3.12 Workdays and Additional Workdays

- 3.12.1 Teachers shall be employed for a period of 184 workdays.
- 3.12.2 Speech and Language Pathologists and Social Workers shall be employed for a period of 184 workdays, and on an “as needed” basis (as determined by the District) for a period of up to ten (10) additional workdays.
- 3.12.3 Counselors and School Psychologists shall be employed for a period of 196 workdays.
- 3.12.4 District Nurses shall be employed for a period of 202 workdays.
- 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 work up to ten (10) 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 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 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~~ **June 1st** ~~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.
- 3.13.7 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 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 to be considered a member of that department and to be eligible to vote and may only vote in one department's election. 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 31st~~ **April 30th** of each year. Should the results not be conveyed to the site Principal by ~~May 31st~~ **April 30th** 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 1st~~ **April 1st**.

The election rotation shall be as follows:

- 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 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 a Department Chairperson is unable to complete his/her term, a mid-year or mid-term (whichever is applicable) election shall be conducted in accordance with section 3.13.8.3 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 A Department 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. **This The stipend shall start be applied to at the beginning of the pay at the period following the pay period in which the unit member presents submits an official transcript as evidence of the doctoral degree. Submission of evidence between the 15th and end of the month shall be applied on the following pay period.**

~~**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.

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~~ **absent** 0-1 days: ~~\$500.00~~ **\$600.00**
- Unit members ~~missing~~ **absent** 2 days: ~~\$300.00~~ **\$400.00**
- Unit members ~~missing~~ **absent** 3 days: ~~\$200.00~~ **\$300.00**

3.20.1 **An “missed day” “absence” is any day in which a unit member does not work the complete work day.**

3.20.2 **Exclusive of jury duty, voting, and bereavement, Leave of any type and for any duration taken during a work day shall result in that day being counted as a missed day an absence. on a prorated basis.**

3.20.3 **Absences due to District Business or Union Business shall not count as toward a missed day an absence for the purpose of this section.**

Executed this 4th day of December, 2020.

CVUHSD

CVSTA

A handwritten signature in black ink, appearing to be 'JW', is written over the signature line of the CVSTA representative.

TENTATIVE AGREEMENT

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 **2020-2021** 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.

5.1.3 **The District shall pay the full premium cost of a \$100,000 term life insurance policy for each unit member.**

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
\$17,500.00 \$16,000.00 \$16,500.00	<u>January 1, 2021</u>
\$17,000.00 \$18,000.00	<u>January 1, 2022</u>

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 June 30, 2013
\$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 July 2, 2018 and June 30, 2019
\$14,808.00	Hired prior to July 1, 1993 and retiring between after June 30, 2019 <u>July 1, 2019 and December 31, 2020</u>
\$17,308.00 \$15,808.00 \$16,308.00	<u>Hired prior to July 1, 1993 and retiring between January 1, 2021 and after December 31, 2021.</u>
\$16,808.00 \$17,808.00	<u>Hired prior to July 1, 1993 and retiring after December 31, 20210.</u>

The parties agree that Article 5 (Health and Welfare Benefits) will not be subject to annual/automatic reopener before July 1, 2022.

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 **ten (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 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 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, **by the end of the open enrollment period, submit a health insurance waiver form and** provide evidence of dependent coverage on a medical insurance plan. **The District will pay the stipend in two installments. The first installment, which will be 60% of the stipend, will be paid no later than 30 days after the close of the open enrollment period. The second installment, which will be 40% of the stipend, will be paid no later than 30 days after the beginning of the school year that begins in the middle of the related plan year to all eligible unit members who are still in active status at the beginning of that school year.**

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 the unit member has contributed to the plan for the work plan year. 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, and will pay the stipend in only one installment no later than 30 days after the effective date of the change in coverage** ~~the unit member has contributed to the plan for the work year.~~

5.6.3 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, and will pay the stipend in only one installment no later than 30 days after the effective date of the start of coverage** ~~the unit member has contributed to the plan for the work 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 ~~once a year, no earlier than the close of the open enrollment period, and no later than 30 days after the close of the open enrollment period,~~ to bargaining unit members who have single coverage medical plans. Employees who opt for this stipend are eligible for no more than single coverage for dental and vision plans.

5.7.2 The District will notify eligible unit members via e-mail no later than seven (7) days after the close of the open enrollment period that they have qualified to receive the stipend. If unit members do not want to receive the stipend, then they must notify the District of this decision in writing no later than fourteen (14) days after the close of the open enrollment period.

5.7.3 The District will pay the Single Coverage Health Benefits Stipend to eligible unit members in two (2) installments. The first installment, which will be 60% of the stipend, will be paid no later than 30 days after the close of the open enrollment period. The second installment, which will be 40% of the stipend, will be paid no later than 30 days after the beginning of the school year that begins in the middle of the related plan year to all eligible unit members who are still in active status at the beginning of that school year.

5.7.4 For an employee who qualified for this stipend at the time of open enrollment, who then opts for 1+1 or family medical coverage later in the plan year due to a life event, the District will prorate this stipend based on the number of months remaining in the plan year, and will adjust the employee's contributions accordingly.

5.7.5 For an employee who did not qualify for this stipend at the time of open enrollment, who then opts for single coverage later in the plan year due to a life event, the District will pro-rate this stipend based on

the number of months remaining in the plan year, and will pay the stipend in only one (1) installment no later than 30 days after the effective date of the change in coverage.

5.7.6

For an employee who is hired in the middle of the plan year, and who opts for single coverage, the District will pro-rate this stipend based on the number of months remaining in the plan year, and will pay the stipend in only one (1) installment no later than 30 days after the start of coverage.

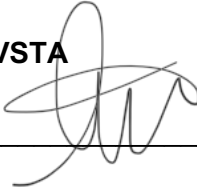
5.8 Health Benefits Committee

A Health Benefits Committee, consisting of members selected by the District, CSEA and CVSTA unit members shall research health benefits providers that offer more competitive rates to all District employees while maintaining at least the same or similar level of benefits and options. Recommendations shall be provided to the committee members' respective bargaining team members.

Executed this 4th day of December, 2020.

CVUHSD

CVSTA



TENTATIVE AGREEMENT

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 6** for the **2020-2021** school year.

ARTICLE 6: Leave Provisions

6.1 The benefits which are expressly provided by this Article are the sole benefits which are part of this Agreement. Other statutory or regulatory leave benefits are neither incorporated, directly or impliedly, into this Agreement nor are such benefits waived by the Association.

6.2 Personal Illness and Injury Leave

6.2.1 Beginning with the 2018-2019 school year, every member of the bargaining unit, except those in Adult Education or Summer School, employed five (5) days per week shall be entitled to the following leave for the purposes of personal illness and injury:

10 Days: All full-time, regularly assigned members with a calendar of 180-189 work days.

11 Days: All full-time, regularly assigned members with a calendar of 190-199 work days.

12 Days: All full-time, regularly assigned members with a calendar of 200-209 work days.

Note: “Work days” **for the purposes of Article 6.2.1** do not include optional professional development days, extra-duty days, summer school days, or any other days worked that are not identified as work days on the employee’s **unit member’s** calendar.

6.2.2 A bargaining unit member who completes a full school year of service working less than full-time each week, as defined in Article 4.1, is entitled to injury or illness leave in an amount proportional to (“pro-rata”) that of a full-time employee in that assignment.

6.2.3 Credit for leave need not be earned prior to taking such leave by the member and such leave may be taken at any time during the school year, with respect to the limitations set forth in this Article. If a unit member does not render service for an entire year but has

used all personal illness and injury leave earned during that year, the amount of compensation received for the leave taken but unearned shall be repaid to the District and the District shall have the right to make any necessary adjustment on the last payroll warrant.

- 6.2.4 Adult Education and summer school unit members shall be entitled to 0.05 hours of paid leave for every hour worked.
- 6.2.5 If a unit member does not utilize the full amount of leave as authorized in 6.2.1 above in any school year, the amount not utilized shall be accumulated from year to year.
- 6.2.6 After all accumulated leave as set forth in 6.2.1 above is exhausted, additional non-accumulated leave shall be available for a period of time not to exceed five (5) school months, provided that the provisions of 6.2.7 below are met. The amount received while on leave shall not be less than one-half (1/2) or 50% of the employee's salary.
- 6.2.7 Where reasonable doubt exists as to the legitimacy of leave under this Article, or if the member is absent for more than three (3) consecutive days, the District may require a verification of the illness, accident or disability by the unit member's physician. However, if the District requires additional independent verification of the extent of illness, accident or disability, the cost of such examination shall be borne by the District. Upon request by the District, a unit member shall be required to present a physician's verification of fitness to return to duty.
- 6.2.8 A unit member shall notify the District via the designated absence reporting system or process as soon as the need to be absent is known. Should the need for an absence arise after 6:30 A.M. on the morning of the absence, the unit member shall notify the Principal or their designee as soon as possible. Failure to provide adequate notice may be grounds for denial of leave with pay.
- 6.2.9 A full-time unit member who is absent under provisions of this leave or otherwise for less than a full day shall have accumulated leave reduced in increments of thirty (30) minutes, with any portion of thirty (30) minutes counting as thirty (30) minutes.

~~6.2.10 Quarantine is defined as a requirement to isolate from in-person activities of individuals that is designed to prevent the spread of infectious disease.~~

- 6.2.10.1 ~~A unit member who has contracted an infectious disease while performing their professional duties and are required to remain away from duty for medical quarantine, as referenced by the LA County Department of Health, shall have their salary continued at no loss of pay for the period, of no more than twenty (20) consecutive days, in which the health authorities require their quarantine as it coincides with the bargaining member's contractual workday/hours. A written statement from a medical doctor or health department official will be required in order to qualify for salary maintenance under this Section.~~
- 6.2.10.2 ~~Quarantine is defined as a restraint upon the in-person activities of individuals that is designed to prevent the spread of infectious disease.~~

6.3 Personal Necessity Leave

- 6.3.1 Leave which is credited under 6.2 of this Article may be used at the unit member's election for purposes of personal necessity, provided that the use of such personal necessity leave does not exceed seven (7) ~~ten (10)~~ days in any school year. Leave under this section shall not be accumulative from year to year.
- 6.3.2 For purposes of this provision, personal necessity shall be limited to:
- (a) Death or serious illness of a member of the unit member's immediate family;
 - (b) A serious accident involving the unit member and/ or his/her immediate family or property;
 - (c) Three days per year at the discretion of the employee;
 - (d) Visiting his/her child's school in accordance with Labor Code Section 230.8; and
 - (e) Other personal necessities which are allowed at the discretion of the Superintendent or designee.
- 6.3.3 Under no circumstances shall leave be available for work stoppages, slow-downs, extending holidays or vacations, income producing activities, or attending to matters which could reasonably be scheduled outside of work hours.
- 6.3.4 For purposes of this provision, an immediate family member shall be limited to: mother, father, former legal guardian, grandmother,

grandfather, or grandchild of the unit member or of the spouse of the unit member, the spouse, domestic partner as defined by law, son, son-in-law, daughter, daughter-in-law, brother or sister of the unit member, any relative living in the immediate household of the unit member.

6.4 **Parental Leave**

- 6.4.1 For purposes of this section, “parental leave” means leave for reason of bonding with the unit member’s newborn child or with a newly placed child in the unit member’s household for adoption or foster care. Parental leave shall be separate and distinct from pregnancy disability leave. In concert with a leave available under section 6.6, a unit member may request parental leave under this section.
- 6.4.2 When the employee has exhausted all available sick leave under section 6.2, and is absent from his or her duties on account of parental leave, and is eligible for parental leave pursuant to the California Family Rights Act ("CFRA," Government Code Section 12945.2), the employee may receive up to 12 (twelve) school weeks of paid leave at differential pay compensated at no less than fifty percent (50%) percent of the unit member’s regular salary. Such leave will be available once in a school year. There shall be no minimum number of hours worked during the school year for a bargaining unit member to qualify for parental leave, pursuant to Education Code section 44977.5(d).
- 6.4.3 If an employee seeks to take parental leave, as specified above, but has not exhausted all available sick leave, the employee may use sick leave provided under section 6.2 for parental leave purposes. However, the up to 12-weeks of paid parental leave period shall only be available to employees who exhaust all sick leave before or during the up to 12-week period and shall be reduced by any such period of sick leave taken during the 12-week period of parental leave. Nothing in this section shall be interpreted to prohibit an employee who does not wish to exhaust his or her sick leave from requesting and receiving up to 12 school weeks of unpaid leave for child bonding purposes under the CFRA, so long as the employee qualifies for such leave.
- 6.4.4 The foregoing provisions are intended to comply with Education Code section 44977.5. Should the Legislature revise the applicable statutory requirements, or should a state agency issue guidance on the applicable statutory requirements, to the extent that the revisions and/or guidance are in conflict with the foregoing

provisions, the parties shall promptly meet and negotiate for the purpose of addressing those conflicts.

- 6.4.5 If an employee has exhausted the up to 12-week period of parental leave as set forth above in section 6.4.2, and seeks to continue leave for the purpose of caring for his/her natural or adopted child, the employee may request to receive an additional unpaid leave of absence if in accordance with section 6.11- Other Leaves Without Pay.
- 6.4.6 Employees seeking to take leave under this section shall, if the need for such leave is foreseeable, notify the District that the employee intends to take such leave at least thirty (30) days prior to the anticipated date on which the leave is to commence. If the need for leave is not foreseeable, the employee shall notify the District as soon as practicable.
- 6.4.7 An employee shall notify the District no later than sixty (60) days prior to the ending date of the leave of his/her intent to return to service.

6.5 **Pregnancy Disability Leave**

- 6.5.1 Unit members are entitled to use sick leave as set forth in this Agreement for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions governing leaves of absence from other illness or medical disability. Such leave shall not be used for child rearing, or child care, but shall be limited to those disabilities as set forth above. Qualifying leave taken under this section shall run concurrently with leave available under the California Pregnancy Disability Leave Law and the Family and Medical Leave Act as appropriate.
- 6.5.2 Following exhaustion of all available sick leave, including differential leave, unit members are entitled to leave without pay or other benefits for disabilities because of pregnancy, miscarriage, childbirth or recovery therefrom.
- 6.5.3 Unit members on leave pursuant to 6.5.1 and/or 6.5.2 shall request such leave in writing. The unit member's physician shall recommend the duration of such leave, and upon release the physician's written statement shall include a recommendation as to the ability of the unit member to perform her duties. However, if the District requires

additional, independent verification of the extent of disability through a physical examination of the unit member by a physician, the cost of such an examination shall be borne by the District.

6.6 Family Care and Medical Leave

6.6.1 Eligibility - Any employee who has served the District for more than 12 (twelve) months and who has at least 1,250 hours of service with the District during the 12-month period, shall be eligible to take unpaid family care or medical leave under these provisions.

Additional provisions for family and medical leave under the Families First Coronavirus Response Act may also be available, as defined in the statute, during the term of this agreement through December 31, 2020 unless extended by law.

- (a) Because of the birth of the employee's child, and in order to care for the child.
- (b) Because of the placement of a child with the employee for foster care or in connection with the employee's adoption of the child.
- (c) To care for the employee's child, parent or spouse with a serious health condition.
- (d) Because of the employee's own serious health condition that makes the employee unable to perform the functions of his/her position.

6.6.2 Definitions - For the purpose of this Article, "Child" means a biological, adopted or foster son or daughter, a stepson or stepdaughter, a legal ward or a child of a person standing in loco parentis as long as the child is under 18 years of age or an adult dependent child.

- 6.6.2.1 A "serious health condition" includes an illness, injury impairment or mental condition that involves:
- (a) Any period of incapacity or treatment in connection with a hospital, hospice or residential medical care facility.
 - (b) Any period of incapacity requiring absence from work, of more than three (3) calendar days that also involves continuing treatment by (or under the supervision of) a health care provider; or

- (c) Continuing treatment of a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three (3) calendar days or for prenatal care.

6.6.2.2 “Continuing treatments” include:

- (a) Two or more visits to a health care provider;
- (b) Two or more treatments by a health care practitioner (e.g., physical therapist) on referral from, or under the direction of a health care provider; or
- (c) A single visit to a health care provider that results in a regimen of continuing treatment under the supervision of the health care provider.

6.6.3 Duration of Leave

6.6.3.1 Except as provided otherwise under section 6.4, family care and medical leave shall not exceed 12 work weeks during any 12 month period. The 12-month period for calculating leave entitlement shall commence on the date the employee’s first family care or medical leave begins. The 12 weeks of family care and medical leave to which an employee is entitled under the state law shall run concurrently with the 12 week of family care and medical leave to which an employee is entitled under federal law, except for any leave taken under federal law for disability on account of pregnancy, childbirth, or related medical conditions.

6.6.3.2 The right to take a family care and medical leave is separate and distinct from the right to take a pregnancy disability leave under state law.

6.6.3.3 Leave taken for a birth, or placement for adoption or foster care, must be concluded within one year of the birth or placement.

6.6.4 Terms of Leave

6.6.4.1 During the period of family care or medical leave, the employee shall use his/her accrued vacation leave, or other accrued time off, or any other paid or unpaid time off negotiated with the District.

6.6.4.2 If an employee takes a leave because of the employee's own serious health condition, the employee shall substitute accrued sick leave and/or differential leave during the period of the leave taken pursuant to this Administrative Regulation.

6.6.5 Maintenance of Benefits

6.6.5.1 During the period of family care or medical leave, the employee shall continue to be entitled to participate in the District's health plan and the District shall continue to pay health care premiums under such plan on the same terms as if the employee had continued to work during the period of the leave. Any premium payments required to be made by the employee must be paid at the same time as they would have been due by payroll deduction.

6.6.5.2 The District may recover health insurance premiums paid on behalf of the employee during the period of the family care or medical leave, if both of the following conditions occur: The employee fails to return from leave after the period of leave to which the employee is entitled has expired and the employee's failure to return from leave is for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to leave under state or federal law or other circumstances beyond the control of the employee.

6.6.6 Advance Notice of Leave/Intent to Return

6.6.6.1 If an employee learns of the need for family care or medical leave more than 30 days before the leave is to begin, he/she shall give the District at least 30 days advance notice. If the employee learns of the need for family care or medical leave fewer than 30 days in advance, he/she shall provide such notice as soon as practicable.

6.6.6.2 If leave is needed for a planned medical treatment or supervision, the employee shall make a reasonable effort to schedule the treatment or supervision to avoid disruption of District operations. If leave is taken intermittently or on a reduced leave schedule, the District may temporarily transfer the employee as permitted by law.

6.6.6.3 On or before the first day of an employee's family care or medical leave, the employee shall notify the District of his or her anticipated date of return to work. The District may

require periodic updates on the employee's intent to return to work. If, because of changed circumstances, an employee requires more or less leave than originally anticipated, such employee shall give the District at least two business days notice of his or her intent to return to work.

6.6.7 Certifications

6.6.7.1 An employee's request for leave because of a serious health condition of the employee or to care for a child, spouse or parent who has a serious health condition or for service-member family leave shall be supported by a certification from the health care provider of the person requiring care.

This certification shall include:

(a) The date, if known, on which the serious health condition began; and

(b) The probable duration of the condition.

6.6.7.2 In addition, if the request for leave is to care for a family member, the certification shall include an estimate of the amount of time the employee needs to care for the person requiring care and a statement that the serious health condition warrants the participation of a family member to provide care during the period of the leave. If the request for leave is based on the employee's own serious health condition, the certification shall include a statement that, due to the serious health condition, the employee is unable to perform the functions of his/her position.

6.6.7.3 If the employee is requesting leave for intermittent treatment or leave on a reduced leave schedule for planned medical treatment, the certification must also state the medical necessity for the leave, the dates on which treatment is expected to be given, the duration of the treatment and the expected duration of the leave.

6.6.7.4 In any case in which the District has reason to doubt the validity of any certification provided to support an employee's request to take leave because of the employee's own serious health condition, the District may require the opinion of a second and third health care provider consistent with state and federal law.

6.6.8 Reinstatement/Non-Discrimination

6.6.8.1 Upon granting an employee's request for family care or medical leave, the District shall guarantee to reinstate the employee in the same or comparable position when the leave ends to the extent required by law.

6.6.9 Notifications

6.6.9.1 The District shall provide all notifications as required by law regarding employee's rights and obligations pertaining to family care and medical leaves.

6.6.10 Due to the birth or adoption of a child, a parent shall be granted a leave of absence with pay not to exceed five (5) days during any one school year. Such paid leave shall be taken within sixty (60) days of the birth or adoption of the child and shall run concurrently with FMLA/CFRA leave.

6.6.11 Service-Member Family Leave

6.6.11.1 Eligibility. A bargaining unit member who is eligible under for FMLA/CFRA and who is the spouse, son, daughter, parent, or next of kin of a covered service-member shall be entitled to a total of 26 workweeks of leave during a 12-month period to care for the service-member. The leave described in this paragraph shall only be available during a single 12-month period. "Next of kin," used with respect to an individual, means the nearest blood relative of that individual. "Covered Service-member" means a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.

6.6.11.2 Coordination with FMLA. As an augmentation of FMLA, Service-member Family Leave, during the single 12-month period described in this Service-member Leave section, an eligible unit member shall be entitled to no more than a combined total of 26 workweeks of leave under FMLA.

6.7 Life-Threatening Illness or Injury in the Immediate Family Leave

6.7.1 Leaves of absence with full pay not to exceed five (5) days per school year shall be granted to bargaining unit members upon furnishing of acceptable proof of critical illness or injury in the immediate family.

For purposes of this provision, “immediate family” shall be defined as members listed under section 6.3.4 of this Article.

- 6.7.2 Proof of illness or injury shall be presented to the Superintendent or his designee, if so requested, upon return to duty and shall consist of a signed statement from a licensed physician, surgeon, chiropractor or osteopath, certifying that the absence was caused by illness or injury. Nothing in this section shall discriminate against evidence of treatment and the need therefore by the practice of the religion of any well recognized church or denomination.

6.8 **Industrial Accident and Illness Leave**

- 6.8.1 Unit members will be entitled to industrial accident or illness leave for personal injury which has qualified for Worker’s Compensation under the provisions of the insurance regulations in effect at the time of the industrial accident or illness.
- 6.8.2 Such leave shall not exceed sixty (60) work days during which the schools of the District are required to be in session or when the unit member would otherwise have been performing work for the District in any one fiscal year for the same industrial accident.
- 6.8.3 The District has the right to have the unit member examined by a physician designated by the District to assist in determining the length of time during which the unit member will be temporarily unable to perform assigned duties, and the degree to which a disability is attributable to the injury involved. At the option of the unit member, and upon prior written notification, another physician may be selected for such examination.
- 6.8.4 For any days of absence from duty as a result of the same industrial accident, the unit member shall endorse to the District any wage loss benefit check from the appropriate District insurance carrier which would make the total compensation from both sources exceed 100 percent of the amount the unit member would have received as salary had there been no industrial accident or illness.
- 6.8.5 If the unit member fails to endorse to the District any wage loss benefit check received on account of the industrial accident or illness as provided above, the District shall deduct from the unit member’s salary warrant the amount of such disability indemnity actually paid to and retained by the unit member.

6.9 **Catastrophic Leave**

6.9.1 **Creation**

- 6.9.1.1 The Association and the District agree to create a Catastrophic Leave Bank effective September 1, 1997.
- 6.9.1.2 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.
- 6.9.1.3 Days shall be contributed to the bank and withdrawn from the bank without regard to the daily rate of pay of the participant.

6.9.2 **Eligibility & Contributions**

- 6.9.2.1 All unit members on active duty with the district are eligible to contribute to Catastrophic Leave Bank.
- 6.9.2.2 Participation is voluntary, but requires contribution to the Bank. Only contributors will be permitted to withdraw from the bank.
- 6.9.2.3 The contribution, solicited by the District to the unit members, using the appropriate district form, shall be authorized by the unit member.
- 6.9.2.4 Donations to the Bank are irrevocable.
- 6.9.2.5 Contributions shall be made between September 1st and October 1st of each school year.
- 6.9.2.6 The annual rate of contribution by each participating unit member shall be a maximum of five (5) 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.
 - 6.9.2.6.1 In the event the number of sick days available is insufficient to accommodate an approved request, the Association may request a special drive for sick days by site or throughout the District. This drive may take place at any time during the school year. In no event shall the 5-day limit on donations be exceeded in a single school year.

6.9.2.7 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 6.9.2.6).

6.9.3 **Withdrawal from the Bank**

6.9.3.1 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 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.

6.9.3.2 Unit members must use all accrued sick leave, but not differential leave, available to them before they become eligible to withdrawal from the bank.

6.9.3.3 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.

6.9.3.4 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 member 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.

- 6.9.3.5 If the Bank does not have sufficient days to fund a withdrawal request, the District is under no obligation to provide additional days.
- 6.9.3.6 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.

6.9.4 Process for Settling Disputes

- 6.9.4.1 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.
- 6.9.4.2 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.

6.10 Bereavement Leave

- 6.10.1 A unit member shall be entitled to a maximum of five (5) days leave of absence without loss of salary on account of the death of any member of his/her immediate family.
- 6.10.2 For purposes of this provision, an immediate family member shall be limited to: mother, father, former legal guardian, grandmother, grandfather, or grandchild of the unit member or of the spouse of the unit member, the spouse, domestic partner as defined by law, mother-in-law, father-in-law, son, son-in-law, daughter, daughter-in-law, brother or sister of the unit member, any relative living in the immediate household of the unit member.
- 6.10.3 When appropriate, bereavement leave shall be taken prior to the use of other paid or unpaid leave

6.11 **Other Leaves without Pay**

- 6.11.1 Leave without compensation, vertical step increment, or tenure credit, may be granted for one school year for the following purposes, which include, but are not limited to: Peace Corps, care for a member of the immediate family who is ill, long term illness of a unit member (other than that provided in Article 6.9), adoption and/or care of a child, service in an elected public office, or professional study or research. Except as otherwise expressly stated under this Article, leaves granted under this Article shall not be used to pursue employment outside of the District without prior approval from the District. Leaves granted under this Article may be extended for a maximum of one year at the discretion of the District.
- 6.11.2 Unit members on unpaid leave shall not be entitled to health and welfare benefits pursuant to Article 5, except as otherwise required by law, but may keep such benefits in force by paying necessary premiums in advance. Unit members on leave for less than thirty (30) calendar days shall continue to receive such benefits at District expense.
- 6.11.3 The application for such leaves of absence shall be in writing. In addition, a unit member on such leave shall notify the District Personnel Office no later than sixty (60) days before the end of the leave regarding an intent to return to employment in the District.
- 6.11.4 The unit member on leave without pay shall be entitled return to his/her assignment, if available, or, if not available, to a comparable position, but not necessarily at the location where the unit member served prior to such leave.

6.12 **Judicial Leave**

- 6.12.1 Unit members will be provided paid leave for regularly called jury duty up to a maximum of ten (10) working days. The Superintendent, or designee, may extend this leave under extenuating circumstances, including, but not limited to, the completion of a trial to which the employee was assigned prior to the tenth day of service.
- 6.12.2 The unit member, while serving on jury duty, will receive his/her regular earnings; any amount received for jury service, other than mileage, shall be reimbursed to the District.
- 6.12.3 Unit members required to be present as witnesses in court will be provided leave in cases where:

- (a) The unit member is under subpoena to be present and testify;
- (b) The unit member is a respondent with the District; or
- (c) The unit member is a respondent to charges applying to duties performed within the scope of District employment, but not including charges brought about through the connivance or misconduct of the unit member.

6.12.4 Any fees, honorariums or costs, other than mileage, paid to the unit member must be reimbursed to the District.

6.12.5 The Association shall encourage unit members to serve jury duty outside the regular school year.

~~6.12.6 Unit members who elect to voluntarily defer their jury service to non required service days (i.e. summer, winter, mid winter or spring breaks) shall be compensated by an amount equal to the District's daily substitute teacher rate of pay for each day of served jury duty, up to a maximum of ten (10) days. If an employee is selected for jury service longer than ten (10) days during non required service days, he or she may request additional paid leave by submitting the details of the anticipated length of trial to the Assistant Superintendent, Human Resources. To qualify for compensation, the unit member must provide written documentation to the District showing the original jury summons date and the actual date(s) of jury duty served.~~

6.13 Military Leave

6.13.1 Members of the bargaining unit who are attached to the military services and apply for a temporary military leave shall endeavor to prevent their military obligation from conflicting with school duties.

Temporary military leave pursuant to Military and Veterans Code Section 395 shall be granted to members of the bargaining unit called into temporary active duty of any unit of the United States Reserves or the National Guard, without loss of pay or accumulated sick leave, provided such obligation cannot be fulfilled on days when school is not in session and provided further that the period of ordered duty does not exceed one hundred eighty (180) calendar days, including time involved in going to and returning from, such duty. A member of the bargaining unit on temporary military leave of absence who has been in the service of the Centinela Valley Union High School District for a period of not less than one (1) year immediately prior to the day on which the absence begins, shall be entitled to receive salary or compensation as an employee of the

District for the first thirty (30) days of any such absence. Pay for such absence shall not exceed thirty (30) days in any one (1) fiscal year.

6.13.2 Any member of the bargaining unit who enters the active military service of the United States of America or the State of California during any period of national emergency declared by the President of the United States of America; the Governor of the State of California; or during any war in which the United States of America is engaged shall be entitled to military leave to the extent such leave is required to serve. Within six (6) months after such member honorably leaves such service or has been placed on inactive duty, the member shall be entitled to return to the position held by the member at the time of the member's entrance into such service at the salary to which the member would have been entitled had the member not been absent from the service of the School District under the provisions of this subsection 6.13.2.

6.13.3 Pursuant to Education Code section 44800, such absence shall not affect in any way the classification of such employee. In the case of a member of the bargaining unit who is a probationary employee, the period of any military leave of absence shall not count as part of service required as a condition precedent to the classification of that member as a permanent employee of the District.

6.13.4 A bargaining unit member who is on military leave for more than 60 instructional days and is in the process of evaluation as provided in Article 9, shall have her/his evaluation tolled until the school year immediately following her/his return from active duty. All Article 9 timelines shall then be applicable. The military leave of absence shall not negatively impact the bargaining unit member's evaluation.

6.13.5 A bargaining member requiring military leave shall submit a leave request form to the District accompanied by written orders from their commanding officer indicating the required service dates for the leave. The request and supporting documentation shall be provided prior to the leave.

6.14 **Sabbatical Leave**

6.14.1 A unit member who has satisfactorily completed at least seven (7) full years of service in the District shall be eligible for sabbatical leave once in each eight (8) years. Application may be made during the unit member's seventh consecutive year in the District. A full year of service shall consist of seventy-five percent (75%) of the regular

school year, without absence for illness or other cause. A maximum of two percent (2%) of the certificated personnel on the District's payroll as of September 30th shall be eligible for a sabbatical leave during the following school year.

6.14.2 Criteria for Selection

The selection of unit members to be granted sabbatical leave shall be:

- (a) The relative value to the District of the proposed program as submitted by an eligible applicant.
- (b) The relationship of sabbatical leave activities to the present assignment of the unit member.
- (c) Whether or not the applicant had previously been granted a sabbatical leave.
- (d) If other criteria are equal, the seniority of the unit member shall prevail.

6.14.3 Conditions of Leave

Sabbatical leave may be granted for not less than one full semester, nor for more than one academic year. To be eligible for sabbatical leave during the second semester of a school year, a unit member must have completed a minimum of seventy-five percent (75%) service of all work days scheduled during the first semester.

Unit members who are selected for one semester sabbatical leave must take such leave during the second semester, except by mutual consent of the District and the unit member. Unit members granted sabbatical leave shall render a period of service with the District following his/her return from sabbatical leave which is equal to twice the period of his/her sabbatical leave.

6.14.4 Selection Procedure

Candidates for sabbatical leave shall:

- (a) Make application to the Assistant Superintendent, Human Resources during the last two weeks of October but in no event later than November 1st. Applications may be obtained from the Personnel Office.

- (b) Applications may be considered only for the school year immediately following that during which the application is received. If an applicant is not granted a leave, the person must apply again in a future year in order to be considered.
- (c) Applicants shall present as part of their application evidence of satisfactory service as required in this Article, reasons for desiring the leave, proposed length of the leave (with inclusive dates), and any other relevant data to assist the District in making its decision regarding sabbatical leave. The District may conduct interviews or request additional information for clarification of the proposal.
- (d) An applicant whose request for sabbatical leave is approved by the Board of Trustees shall be notified within one week of such approval.
- (e) The approval of sabbatical leaves shall be discretionary with the Board of Trustees, and nothing in this Article shall be construed as requiring the Board to approve requests for such leaves.

6.14.5 Compensation While on Leave

- (a) The recipient of a sabbatical leave (yearlong or semester) shall receive the difference between his/her base salary and the salary of the replacement teacher/substitute. Base salary is defined as the appropriate step and column placement, including career increments and professional growth incentives, but does not include any form of extra compensation previously earned by the recipient.
- (b) At least thirty (30) days prior to the beginning of such leave, the unit member shall furnish the District with a suitable bond indemnifying the District against loss in the event that the unit member fails to render the appropriate period of service as provided in 6.14.3 above for the District following his/her return from sabbatical leave. Such bond shall be exonerated in the event the failure of such unit member to return and render the required service is caused by the death of the unit member or by a physical or mental disability rendering the person incapable of returning to service.
- (c) The unit member shall make arrangements with the District Business Office for the disposition of salary warrants.

Such disposition shall be either:

- (1) Written appointment of a bank to receive the salary warrant;
or
- (2) Disposition according to an appropriate and fully executed power of attorney.

6.14.6 Sick Leave Benefits

Interruption of a sabbatical leave that is caused by serious accident or illness, evidence of which is satisfactory to the Superintendent and Board of Trustees, may allow reconsideration or mutual revision of the objectives of such leave.

In case of such accident or illness, the unit member must:

- (a) Notify the Superintendent of the accident or onset of serious illness within ten (10) days, by registered letter.
- (b) Upon recovery, be available for immediate return to service. The amount of compensation due under the provision of 6.14.6 shall not be affected if the unit member has complied with 6.14.6 above.

6.14.7 Effect of Sabbatical Leave upon Retirement

Sabbatical leave shall count toward retirement, and the retirement and annuity contributions shall be deducted from unit member's compensation while on such leave.

6.14.8 At the expiration of a sabbatical leave, the unit member who has been granted such leave shall be reinstated, unless the person agrees otherwise, in the position held at the time the leave was granted, provided that conditions have not arisen which would have changed conditions, the unit member returning from leave shall be reinstated and be assigned work appropriate to the field of training, with the appropriate salary status including any increments allowed.

6.14.9 Required Reports

Each unit member who has been on sabbatical leave for a full year, or during the previous Spring semester, shall file with the Superintendent's office a written report no later than October 15. A

unit member who has been on such leave during the Fall semester only shall file the report no later than the following March 15th.

Such report shall contain detailed data as to the activities of the unit member, together with the unit member's appraisal of the professional value of the experience gained while on leave, the manner in which such experience or knowledge gained may be used for the benefit of the students or the school in which the unit member is located, and any other data necessary for a satisfactory report.

The Superintendent shall determine that all conditions of the sabbatical leave have been fulfilled. The report shall then be filed with the Assistant Superintendent, Human Resources.

6.15 Notification of Return to Work

6.15.1 Unless otherwise specified in this Agreement, a member on any leave of absence shall notify the appropriate management person of the approximate date the member intends to return to service and verify the exact date as soon as it is known, but in no case later than 1:30 P.M. of the work day prior to the member's return to service.

6.15.2 If the member fails to so notify the appropriate management person in accordance with the provisions of the preceding paragraph and a substitute reports for service, the unit member shall remain and complete the work day.

6.16 ~~Unit members who have exhausted all earned leave, have not requested or do not qualify for other leave options, and fail to report for duty shall be placed on unpaid status and disciplinary action may occur. The purpose of this section is to notify unit members of the existing practice. The District retains the right to exercise its discretion including but not limited to placing unit members on unpaid status and applying disciplinary action.~~

Executed this 12th day of November, 2020.

CVUHSD

CVSTA

A handwritten signature in black ink, consisting of a large, stylized initial 'A' followed by several loops and a final flourish.

TENTATIVE AGREEMENT

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 **2020-2021** 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 ~~(including the installation of filters recommended by Los Angeles County Department of Public Health and/or the California Department of Public Health. of **MERV 13 filters**)~~
- Windows/Doors/Gates/Fences Interior Surfaces
- Hazardous Materials
- Structural Damages
- Fire Safety
- Electrical
- Pest/Vermin Infestation
- Drinking Fountains
- Sewer System
- Roofs
- Classrooms/Playgrounds/School Grounds and workspaces**
- Security
- Violence
- Health issues
- Indoor air pollution
- Derelict conditions of campuses
- 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, **and guidance from the Los Angeles County Department of Public Health state and/or the California Department of Public Health government health agency orders that apply to public schools in Los Angeles County.**

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
- Classrooms/Playgrounds/School Grounds and workspaces**
- 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 **potentially** unsafe or hazardous condition within 48 hours. ~~Unit members shall not be required to occupy any unsafe space, once reported to administration.~~ 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.

~~19.2.3 In the event an unsafe or hazardous working condition presents an imminent threat to the physical safety of a unit member, the unit member shall immediately notify the Principal or their designee, and shall not enter the unsafe or hazardous area until the principal or their designee determines the area is safe to occupy.~~

~~19.2.3.1 As it pertains to Section 19.2.3, "Unsafe or hazardous working conditions" shall be defined as any damage or disrepair of District facilities or grounds that a reasonable person would consider an imminent threat to their physical safety.~~

19.3 The District shall pay unit members for **work** days lost **due to school closures** ~~due to~~ **resulting from** an emergency or natural disaster to the extent that the District receives additional funding for those days from the State of California **or the Federal government, and the use of and said funding is specifically designated** allowable for such a purpose. A natural disaster shall include a public health emergency.

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

19.5 Public Health Emergencies

19.5.1 ~~In the event the Los Angeles County Department of Public Health a government agency identifies an Infectious Disease Outbreak issues health orders specific to Los Angeles County~~

Schools and the District, the District shall adhere to all protocols ordered by the ~~Public Health Officer~~ agency.

19.5.2 The District shall meet with CVSTA as soon as is practicable to negotiate the effects of such orders. ~~through a memorandum of understanding.~~

~~Safety Procedures During an Infectious Disease Outbreak~~

19.5.3 ~~Should the LACDPH direct the District to close one or more schools due to infectious disease case(s), a public health emergency, the District shall notify bargaining unit members at the impacted affected locations immediately as soon as is practicable. The District shall immediately notify bargaining unit members who may have been exposed at work. Unit members will be advised to go home immediately and contact their primary care doctor or medical office to schedule a test for the infection.~~

19.6 Screening

19.6.1 Unit members shall stay home if they have symptoms consistent with COVID-19, whooping cough, tuberculosis or chicken pox or if they have had close contact with a person diagnosed with any of these diseases with it. Absence verification as outlined in Article 6 shall remain in effect.

19.6.2 Unit members who are required to remain away from duty for medical quarantine shall have their salary continued at no loss of pay for as long as the health authorities require their quarantine.

19.7 Should unit members need testing location information, they may contact Human Resources for guidance.

19.8 The District shall apprise unit members of all paid leave made available under federal, state and local authority including that leave agreed upon in Article 6.

19.9 The District shall immediately notify the Association when an outbreak positive case of COVID-19 occurs as defined by Los Angeles County Department of Public Health.

~~19.10 The District and the Association shall jointly contact the Los Angeles County Department of Public Health to determine if schools and work sites should be closed. If the Los Angeles County Department of Public Health recommends closure, the District and Association shall immediately bargain the impact and effects of the closure.~~

~~19.11 Unit members shall be immediately notified if a parent, student, student sibling, or other CVUHSD staff member at their work site has tested positive for an infectious disease such as COVID-19, whooping cough, tuberculosis or chicken pox. If a unit member has interacted with any individual who tests positive for any of the infectious diseases listed in this article COVID-19, then that unit member shall notify site Administration immediately, and subsequent procedures promptly activated.~~

~~19.12 Health and Safety Conditions During Infectious Disease Outbreaks~~

~~19.13 The following protocols will be in place when the Los Angeles County Department of Public Health identifies a public health threat, but permits districts to resume in-person teaching and services on its campuses and the District and Association determine that in-person teaching shall resume. These protocols shall remain in effect until such time as the District and Association, with guidance from the Los Angeles County Department of Public Health (LACDPH), deem them to be no longer necessary.~~

~~19.14 If the Los Angeles County Department of Public Health recommends the closure of schools, the District shall not open close schools until authorized by the LACDPH to reopen.~~

~~19.15 The District and the Association shall determine when unit members shall return to District work sites. During the school closure, the District shall not require any unit members to work from school facilities, to attend in-person staff meetings, professional development, or any other gathering.~~

~~19.16 When conducting remote teaching, assessments or counseling, unit members may, at their discretion and with approval of the District, work from their home, classroom, office, or work site during regular school hours.~~

~~19.17 In the event of school closures due to a health/safety reason, the District shall support unit members with technological guidance, professional development and materials needed to implement their educational program remotely.~~

~~19.18 Sanitizing and Cleaning~~

~~19.18.1 Aligned to the LACDPH protocols, the District shall ensure that all classrooms, restrooms, and workspaces are cleaned daily and disinfected prior to the opening of school; the start of each school day; and between classes or student cohorts. Areas cleaned shall include, but are not limited to desks, doorknobs, light switches, faucets, and other high touch areas.~~

~~19.19 Custodial staff Unit members shall not be responsible for cleaning and disinfecting school surfaces and objects. are trained on manufacturer's directions, Cal/OSHA requirements for safe use and as required by the Healthy Schools Act, as applicable. Upon notification of an area overlooked for cleaning or disinfection, a site administrator will take appropriate steps to have the area in question cleaned.~~

~~19.20 The District shall use the safest and most effective disinfectant, with products recommended by the Environmental Protection Agency.~~

~~19.21 Cleaning shall not be required to be completed by certificated staff.~~

~~19.22 If a classroom is found to have not been cleaned according to protocol, the teacher and students will wait outside, observing social distancing protocols, until appropriate measures are taken and the classroom is cleaned in accordance with LACDPH standards.~~

~~19.23 The District shall also comply with the following requirements:~~

- ~~a. Every room with a sink shall be fully stocked with soap, paper towels, and hand sanitizer.~~
- ~~b. Non-classroom workspaces shall be provided hand sanitizer.~~
- ~~c. Hand sanitizer or portable hand washing stations shall be provided throughout campus~~

- d. All hand washing/hand sanitizing supplies and equipment noted above or otherwise provided shall be checked and restocked as needed and prior to the beginning of school each day.
- e. If any sink is inoperable and requires repair, hand sanitizer will be made available until repairs are completed.
- f. Plexiglass partitions will be made available to teachers and service providers for their classroom.

- g. Unit members shall not be required to occupy workspaces that do not have access to appropriate cleaning and sanitizing supplies.
- h. Prior to the return to on campus instruction, unit members physically returning shall have the opportunity to inspect classrooms, work areas, and other spaces and verify all physical distancing and cleaning safety protocols have been met. Student cohort or class sizes will be adjusted downward if needed to meet safety protocols.

19.24 The District will provide the following personal protective equipment (PPE) to each unit member at no cost:

- 2 Face shields for every unit member (optional use with a face covering);
- Washable cloth face coverings;
- Disposable masks;
- One (1) clear acrylic protector for the teacher desk upon request
- Nitrile gloves
- Disposable gowns upon request

Upon request, bargaining unit members' PPE shall be replenished.

19.25 Medical grade masks will be provided to any employee who cares for sick children or who has close contact with any child with a medical condition that precludes the child's use of a cloth face covering.

19.26 The District shall require the use of facial coverings (masks) by all persons on school campuses in accordance with federal, state, and the Los Angeles County Department of Public Health guidelines. Individuals who cannot wear a mask because of a documented health issue shall instead be required to wear a face shield and neck drape (tucked into the shirt). Individuals who are able to, but do not have a facial covering, will be offered a District-provided face mask and, if the mask is refused, access to all district facilities will be denied.

19.27 Physical distancing of six feet shall be maintained in common or shared spaces such as classrooms, offices and non-classroom work spaces, cafeterias, libraries, hallways, walkways, and playgrounds. The District shall install directional markings to walkways and other traffic areas in order to direct students where to stand, and to facilitate pedestrian traffic flow, for the purpose of maintaining physical distancing as recommended by LACDPH.

19.28 All individual employee workstations or areas used by employees working as part of a team allow for separation of at least 6 feet. Classroom furniture shall be arranged to permit a distance of at least 6 feet between the teacher's desk and the nearest student(s).

19.29 Classroom furniture shall be set up to ensure 6 feet between students at their desks/tables and between students and teachers (placement of desks/tables, use of floor markings to indicate required distance, etc.).

~~19.30 Furniture designed for in-class group activities that bring students closer than 6 feet shall be reconfigured or removed from the classroom.~~

~~19.31 Food preparation and service operations shall be redesigned, where possible, to achieve physical distancing between employees, students and other individuals.~~

~~19.32 Portable handwashing stations shall be placed near classrooms to minimize movement and congregations in bathrooms to the extent practicable.~~

~~19.33 Unit members shall not be required to move desks, tables, filing cabinets, or shelves either into or out of a classroom to accommodate physical distancing requirements. Unit members shall be given an opportunity to identify personal items and assist with removal or identification for removal by custodial staff.~~

~~19.34 All staff and students shall wear face coverings, as per the LACDPH guidelines, which includes exceptions. Any student, other than those who have a valid exception, who refuses to wear a mask, shall be denied entry to the school campus. The District shall provide disposable masks if a staff member or student does not have a face covering.~~

~~19.35 The District shall follow the LACDPH physical distancing requirements. This requirement may be altered only in accordance with LA County Department of Public Health guidelines.~~

~~19.36 During school hours and in accordance with guidance from the LACDPH, entrance to all CVUHSD campuses shall be restricted to students, employees, and authorized personnel.~~

Executed this 4th day of December, 2020.

CVUHSD

CVSTA

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke at the end, positioned above the CVSTA signature line.
