EXHIBIT A

TO: Michael Boyle, Lead Negotiator
CSEA, Chapter 472

FROM: Travis Gregory, District Negotiator
Imperial Community College District (ICCD)

DATE: October 20, 2010

SUBJECT: TENTATIVE AGREEMENT

This tentative agreement is entered into between Imperial Community College District and the California School Employees Association, Chapter 472 as follows:

1. Unless otherwise specifically changed or modified by the terms of this agreement all the existing provisions of the current Collective Bargaining Agreement, July 1, 2004 to June 30, 2008 ("CBA") shall remain in full force and effect.

2. This tentative agreement shall be a three year contractual period covering years 2009-2010, 2010-2011, and 2011-2012.

   a. Article 3.9 of the existing CBA is deleted and the following to be inserted:

      The District will compile 25 copies of the CBA (contract) for the association within 45 days of ratification.

3. Article 25 of the CBA shall be modified to incorporate the changes addressed in this tentative agreement.

   a. ARTICLE 25 <u>TERMS OF AGREEMENT</u> of the CBA shall be modified to read as follows:

      This Agreement shall become effective July 1, 2009, and shall continue in effect up to and including June 30, 2012.

      Thereafter, the Agreement shall continue in effect year by year unless one (1) of the parties notifies the other in writing by no later than April of its request to modify, amend or terminate the Agreement.

The District agrees to pay the cost of dental and optical insurance for employees and dependents consistent with the current CBA.

The District will pay for the Employee Assistance Plan and a $10,000 life insurance premium as outlined in the ICSVEBA plan.

b. Modify the current provision of Article 10.2 (4) Early Retirement Program to read as follows:

Classified employees hired after June 30, 2010 shall not be eligible for the health insurance benefits provided under Article 10.2.

c. Delete the first paragraph of article 10.3 Medicare Supplement for Retirees and Miscellaneous Insurance Provisions and substitute the following:

The District shall provide a Medicare Supplement insurance plan to each retired qualified unit member or member who retires during the duration of this Agreement, and their qualified dependents. The District shall also reimburse the annual deductible spent for each participant and the increased portion over the standard co-pay under the ICSVEBA plan.

Classified employees hired after June 30, 2010 will not be eligible for the health insurance benefits provided under Article 10.3.

7. Modify the second paragraph of Article 13 Holidays, adding two (2) additional paid holidays for January 3, 2011 and January 4, 2011 only, to read as follows:

For year 2010/2011 only:

The District agrees that the four (4) workdays that occur during the Winter Break, of 2010-2011and, in addition, the two (2) paid Holidays on Jan 3, 20111 and Jan 4, 2011 shall be paid holidays for members of the bargaining unit. Any remaining days shall be taken as vacation, comp time, PN leave, or leave without pay.

For years 2011-2012 and thereafter:

The District agrees that regarding those workdays that occur during the Winter Break four (4) (in addition to those listed above) shall be paid holidays for members of the bargaining unit. The remaining days shall be taken as vacation, comp time, PN leave, or leave without pay.

4. Article 8.4 Step Increases shall be adjusted for school as follows:

All employees hired on or after July 1 but before January 1 shall receive step increases on July 1; employees hired on or after January 1, but before July 1 shall not receive a step increase until July 1 of the following year. All employees, eligible for step increases, shall receive them on July 1.

New hires hired on or after January 1, but before July 1, shall not be eligible for a step increase until July 1 of the following year.

Existing unit members whose anniversary date for step increases is currently January 1, shall have their anniversary dates moved retroactively to July 1, 2010.

5. Add a new Article 8.6 Furloughs

All unit members shall be furloughed without pay for 16 days during school year 2010-2011 only. Furloughs shall begin in December, 2010 with ***three*** *furlough days taken in that month with an objective of the furlough days being taken to permit the closure of the campus on consecutive days during winter break taking into account the needs of the District. Furloughs shall be taken in a 3-day "block" on January 5th, 6th, and 7th 2011. In February of 2011 there shall be* ***2*** *furlough days taken on alternate Fridays or consecutive days taking into account the needs of the District. In March of 2011 there shall be* ***two*** *furlough days taken on alternate Fridays. In april of 2011 there shall be* ***two*** *furlough days taken on the two days of Spring Break which occur on April 28 and 29. In May of 2011 there be* ***2*** *furlough days taken on alternate Fridays. In June 2001 there shall be* ***2*** *furlough days taken on alternate Fridays or floating taking into account the needs of the District.*

6. ARTICLE 10 INSURANCE

a. Delete existing Article 10.1 and substitute the following:

The District agrees to pay the cost of medical and prescription card insurance for employees and dependents as provided in the ICSVEBA agreement. The ICSVEBA plan shall provide coverage at the comprehensive plan level, with the option to add "Frontera" coverage in Mexico at no additional cost to the member.

8. Add a new ARTICLE 26 REOPENERS

a. Article 26.1 Growth Reopener

The District also agrees that if it receives additional growth funding of more than 2%, for 2010-2011, then the District shall re-open negotiations with the unit with a purpose to make available an off-schedule contribution to the membership.

b. Article 26.2 Contract Reopeners

Either party may re-open negotiations under the CBA for year 2011-2012 for Article 8 (salary), Article 10 (insurance), and one other article.

All other provisions of the existing Collective Bargaining Agreement not amended or modified by this Tentative Agreement shall remain in full force and effect.

This agreement, which supersedes all previous agreements, is subject to approval by CSEA membership and ratification by the Board of Trustees.

John Lau
Chief Negotiator, District
ICCD

Michael Boyle
Chief Negotiator
CSEA

Ed Gould, Ed.D
Superintendent/President
ICCD

Frances Arce-Gomez
President
CSEA