GRIEVANCE RESOLUTION AGREEMENT  
Between The  
THE COLLEGE OF THE SEQUOIAS  
And The  
COLLEGE OF THE SEQUOIAS TEACHERS ASSOCIATION

The College of the Sequoias (“College”) and the College of the Sequoias Teachers Association (“COSTA” or “Association”) hereby enter into this Grievance Resolution Agreement in full and final resolution of COSTA’s December 9, 2010 grievance regarding increases in co-pays for doctor visits required in conjunction with unit members’ health coverage beginning October 1, 2010.

This Settlement Agreement is made for the following purposes and with reference to the following facts:

REQUITALS

A. By letter dated December 9, 2010, COSTA filed its grievance alleging a reduction of medical benefits based on a change in the health insurance provided to COSTA bargaining unit members through California’s Valued Trust. The Association challenged the $10.00 co-pay for doctor’s visits.

B. COSTA’s grievance further alleged that as of the October 1, 2010 effective date of the foregoing changes in health coverage, the College violated section 10.1 of Article X on “Employee Benefits” by failing to provide a benefit plan equivalent or better than the plan in force on the date of ratification of the parties’ 2007-2010 Master Agreement and further violated section 4.1 of Article IV on “Maintenance/Application of Standards” by reducing the benefits enjoyed by faculty as of effective date of the Master Agreement.

C. The College denies COSTA’s allegations that it failed to provide medical plan benefits equivalent or better than the plan in force on date the Master Agreement was ratified and further denies any violation of either Article 10, section 10.1, or Article IV, section 4.1 of the Master Agreement, and

D. The parties met on February 3, 2011 to discuss resolution of the matters in dispute prior to scheduling an arbitration hearing on the December 9, 2011 grievance.

E. The Parties wish to enter into this Settlement Agreement to resolve all pending matters in dispute between them and avoid further expense and litigation.

NOW THEREFORE, the Parties agree to the following terms and mutual promises in full and final settlement of this dispute:

TERMS OF AGREEMENT

1. DOCTOR VISIT CO-PAY REIMBURSEMENT. The College agrees to reimburse COSTA unit members and retirees for increases in the amounts paid for doctor visit co-pays as required under California Valued Trust PPO Plans beginning October 1, 2010 and thereafter.

   a. Time for Filing Doctor Visit Co-Pay Reimbursement Claims. All claims for reimbursement of increases in the amounts paid for doctor visit co-pays between October 1, 2010 and March 31, 2011 shall be submitted no later than April 30, 2011 to the Foundation for Medical Care of Tulare and Kings Counties, Inc. (“Foundation”) for processing. All claims for reimbursement of increases in the amounts paid for doctor visit co-pays on or after April 1, 2011
shall be submitted to the Foundation for processing within thirty (30) calendar days of the date the unit member/retiree paid a doctor visit co-pay.

b. Documentation Required for Co-Pay Reimbursement. All claims for reimbursement of increases in the amounts paid for doctor visit co-pays must be presented on the claim form provided by the Foundation together with receipts of payment from the unit member’s/retiree’s physician or such other documentation from the unit member’s/retiree’s physician evidencing payment of the co-pay. A copy of claim form, entitled “COSTA Employee/Retiree Doctor Visit Co-Pay Claim Form,” in a format suitable for printing, will be available on the COS website.

c. Reimbursement Claim Processing. The College will arrange for and pay the costs associated with the processing of doctor visit co-pay reimbursement claims through the Foundation. Only those reimbursement claims submitted in accordance with the time lines set forth in Section 1.a above and accompanied by the documentation required by Section 1.b above shall be processed for reimbursement. Assistance will be available to those needing help in filling out the claim form. Reimbursements shall be made within a reasonable time following proper claim submission.

3. Withdrawal of Grievance With Prejudice. In consideration of the foregoing, COSTA agrees to withdraw the above-referenced grievance, with prejudice.

4. Costs To Administer Agreement. Subject to the requirements of Section 7 below, the College shall pay the costs to administer this Grievance Resolution Agreement to the extent of the charges incurred for the Foundation’s services in processing all doctor visit co-pay reimbursements.

5. Negotiation of a Maximum Cost to the College for Doctor Visit Co-Pay Reimbursement. The parties are currently engaged in successor contract negotiations pursuant to the Education Employment Relations Act, Government Code section 3540 et seq. and agree that as part of their successor contract negotiations, they will bargain the issue of a maximum dollar amount that the College is required to pay in conjunction with doctor visit co-pays.

6. Future Negotiations. The College and COSTA agree that this Grievance Resolution Agreement shall remain in effect unless otherwise negotiated, modified or terminated by mutual written agreement of the parties.

7. No Admission of Liability. This Agreement and Release does not constitute an admission of liability or wrongdoing by any party.

8. General Release. COSTA hereby releases the College, its officers, agents, executives, employees and trustees, both existing and prospective, successors and assigns from any and all claims, demands, grievances, arbitrations, unfair practice charges, debts, liabilities, accounts, obligations, costs, expenses, liens, actions, causes of action (at law, in equity, or otherwise), rights, rights of action, rights of indemnity (legal or equitable), rights to subrogation, rights to contribution and remedies of any nature whatsoever, known or unknown, suspected or unsuspected, whether based on tort, contract, statute, or other legal or equitable theory of recovery, which COSTA may have against the College, arising out of the facts and circumstances which are the basis of, or could have been raised by, or in connection with the above-referred grievance.
The Parties further agree that all rights under Section 1542 of the Civil Code of the State of California are hereby expressly waived. Section 1542 of the Civil Code referred to hereinafter reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

9. **Entire Agreement.** This Grievance Resolution Agreement constitutes the entire agreement and understanding between the Parties regarding the above-referenced grievance and related matters. There are no oral understandings, terms, or conditions, and neither Party has relied upon any representation, express or implied, not contained in this Grievance Resolution Agreement. All prior understandings, terms, or conditions are deemed merged into this Grievance Resolution Agreement. The Parties further agree that should any portion of this Grievance Resolution Agreement be deemed unenforceable by a court of competent jurisdiction, the unenforceable provision shall be severed from the remainder of this Grievance Resolution Agreement and shall not affect the validity and enforceability of the remainder of the Agreement.

10. **Mutual Agreement.** The Parties agree to cooperate and work in good faith with each other regarding implementation of the Grievance Resolution Agreement. Parties further acknowledge that this Grievance Resolution Agreement was mutually drafted through the cooperation of the Parties.

11. **Authority to Execute.** Each party acknowledges and warrants that it has authority to enter into this Grievance Resolution Agreement and, further, that the person or persons executing this Grievance Resolution Agreement on their behalf are fully authorized to do so.

12. **Attorneys' Fees and Costs.** Each party agrees that it shall bear its own attorney's fees and costs incurred in this matter, up to and including the execution of this Grievance Resolution Agreement.
13. **Board Ratification.** The Parties understand and agree that this Grievance Resolution Agreement shall be effective only upon ratification by the Board of Trustees for the College. If the Board of Trustees fails to ratify this Agreement, however, the issues in dispute will be submitted to arbitration.

**IN WITNESS WHEREOF,** the parties hereto have duly executed this Settlement Agreement on February 3, 2011.

By:  
DR. BILL SCROGGINS, for the COLLEGE OF THE SEQUOIAS

ED SENSE, PRESIDENT, COLLEGE OF SEQUOIAS TEACHERS ASSOCIATION

By:  
JEFFREY BASHAM, NEGOTIATIONS CHAIR, for the COLLEGE OF THE SEQUOIAS TEACHERS ASSOCIATION

By:  
KEVIN PICCIUTO, PRESIDENT-ELECT, for the COLLEGE OF SEQUOIAS TEACHERS ASSOCIATION

By:  
LISA GREER, BENEFITS CHAIR, for the COLLEGE OF SEQUOIAS TEACHERS ASSOCIATION