

TENTATIVE AGREEMENT

**District Proposal to Association
3 Year Agreement (2017-2020)
May 1, 2018**

The 2015-2018 Agreement, current Memoranda of Understanding and Side Letters by and between the parties shall remain in full force and effect, except as amended herein:

1. 3 year term (July 1, 2017 through June 30, 2020), reformed term from current 2015-2018 Agreement
2. 3 year salary schedule increase as follows:
 - o Effective January 1, 2018, two percent (2%) shall be applied to the 2017-18 certificated salary schedule.
 - o Effective January 1, 2019, two percent (2%) shall be applied to the 2018-2019 certificated salary schedule.
 - o Effective January 1, 2020, one percent (1.0%) shall be applied to the 2019-2020 certificated salary schedule.

3. Year 3 (2019-2020) Contingency Language

As of April 25, 2018 the estimated LCFF Base Grant amount for the 2019-20 year is \$7,552 per pupil/ADA, Grades TK-3 (per the FCMAT LCFF Calculator, Excel spreadsheet, Assumptions tab, cell L20). If the LCFF Base Grant amount for the 2019-20 year is greater than \$8,000 per pupil/ADA, Grades TK-3, when the State Budget is enacted in or about June 2019 (per the FCMAT LCFF Calculator), then the parties agree to reopen salary negotiations for the 2019-20 year.

4. Appendix F, as proposed by District on March 14, 2018 (attached). Changes on attached Appendix F, effective July 1, 2018.

Add the following (also effective July 1, 2018): Bargaining Unit Employees assigned to the 7-hour workday shall be compensated at the hourly rate, pro-rated on the quarter hours, rounded up, after one hour has passed from the conclusion of his/her workday. Bargaining Unit Employees assigned to the 8-hour workday shall be compensated at the hourly rate, pro-rated on the quarter hour, rounded up, after one hour has passed from the conclusion of his/her workday. Per Appendix F B2, the calculation for the hourly rate shall be per diem.

5. Two (2) mandatory professional development days added to the 2019-2020 K-8 regular work year calendar for adult learning. Teachers attending this professional development day shall be paid at their per diem rates and this compensation shall be reflected on the 2019-2020 salary schedules (representing approximately 1.0% additional compensation for unit members, in addition to the 5.0% listed above).
6. Grandfathering of Eligible Employees – Restoration of Health and Dental Insurance Provisions Upon Retirement

Amend Article 5.0, section 5.2 (Insurance Provisions Upon Retirement) as follows:

5.2 INSURANCE PROVISIONS UPON RETIREMENT

- A. Employees having reached the minimum retirement age (55 years) and accepting retirement benefits as provided under the Public Employees' Retirement System or State Teachers' Retirement System, and having a minimum of ten (10) years of full-time service in this district served during the past fifteen (15) years, shall have extended to them group health and dental insurance benefits. Premiums for health and dental insurance benefits shall be paid by the District to the in-force carrier until such time as the retiree reaches age sixty-five (65), or becomes eligible for Medicare. ~~any other national or governmental agency coverage including Medicare or national health insurance, whichever comes first.~~

~~In recognition that the above test for national health insurance has been met with the passage of the Affordable Care Act, the District and the Association agree to the following implementation of the necessary change:~~

- ~~1. If an employee retires on or before July 1, 2020, the District agrees to pay one hundred percent (100%) of employee only health, and dental using the SD County Rate.~~
 - ~~2. If an employee retires after July 1, 2020, but on or before July 1, 2025, the District agrees to pay seventy five percent (75%) of employee only health, and dental using the SD County Rate.~~
 - ~~3. If an employee retires after July 1, 2025, but on or before July 1, 2030, the District agrees to pay fifty percent (50%) of employee only health, and dental using the SD County Rate.~~
 - ~~4. If an employee retires after July 1, 2030, but on or before July 1, 2035, the District agrees to pay twenty five percent (25%) of employee only health, and dental using the SD County Rate.~~
 - ~~5. If an employee retires after July 1, 2035, the District provides no post-retirement benefit.~~
- B. In addition, the retiring employee shall have the option of having dependents included under the same coverage, for medical and dental only, with the retiree making the premium payment for such dependent coverage. Retirees may add dependent medical coverage during the open enrollment period. Dependent coverage may be discontinued, at the retiree's option, at any subsequent date. Payment for dependents' premiums shall be remitted semi-annually to the District on due dates as designated. Such payment shall be made in the form of a cashier's check, certified check, or money order.
- C. ~~Savings Clause: should the Affordable Care Act or other government or national health insurance policy be discontinued, the parties will immediately meet to negotiate the effect. To be eligible for the benefits described in sections A and B above, the employee must meet the requirements above and must have been employed by the District on or before June 30, 2018. Employees hired after June 30, 2018 are not eligible for the benefits described in sections A and B above.~~

7. Class Size, see Tentative Agreement, dated January 23, 2018 (attached)
8. Professional Learning Communities, see Tentative Agreement, dated February 20, 2018 (attached)

9. Calendar (2019-2020, attached)

10. Induction Program (attached)

11. No reopener negotiations during the 2018-19 and 2019-20 school years on salary or benefits, except as mutually agreed, and as set forth below:

a. SAI MOU, to be extended one additional year through June 30, 2019, to be addressed and possibly renegotiated during 2018-2019 school year upon written request by either party.

b. The parties agree to reopen negotiations for 2019-2020 salary if the contingency described above (paragraph 3) is met.

Dated: May 1, 2018

DISTRICT:

Imag. Kudina
5/1/2018

ASSOCIATION:

B. E. H. *5/1/2018*

CHANGES EFFECTIVE 7/1/18

APPENDIX F

Extra Duty Compensation

The District recognizes that teachers may be assigned, on a voluntary basis, service beyond their professional commitment. Compensation for duties performed requires the prior approval of the principal/department manager. The following rates are compensation for services outside the contracted work schedule and responsibilities for certificated staff. This compensation is for duties clearly outside of the scope and responsibilities of Article 4.0 of this Agreement.

A. Effective 2014-2015 school year, a class section of 50-100 minutes is considered 20 percent (20%) of the work day and shall be compensated accordingly. A class section at LPMS is considered twenty-five percent (25%) of the work day. An advisory period is considered ten percent (10%) of the work day.

B. Hourly Substitute Rates

Middle school (BUE) unit members who serve as substitutes during their preparation periods shall receive additional compensation at the following rates of pay for each period of coverage:

The hourly equivalent of ~~Column VI, Step 1 of the salary schedule~~ = \$56.84 per diem

1. Said hourly rates shall be calculated by establishing the daily rate by dividing the annual compensation by 184 (the number of work days) then dividing the daily rate by five (5) (the number of teaching periods in a day).
2. A substitute coverage rate of 1.5 x hourly rate will be paid for covering classes of more than sixty (60) minutes.
3. A substitute coverage rate of .5 x hourly rate will be paid for covering classes of thirty (30) minutes or less.

C. The following provisions shall apply:

1. Each site shall develop and utilize a list of interested volunteers willing to provide substitute service. Volunteers may add their names to the end of the list or have their name deleted from the list at any time. Coverage will be given to volunteers first and be rotated equally through the list of volunteers. Volunteers who decline an assignment shall be moved to the end of the rotation.
2. Should no volunteer be available, the middle school principal may require service from a teacher on his/her preparation period. Such substitute service shall not be assigned more than four (4) times during the school year.
3. Teachers shall be assigned on a rotational basis.
4. Request for Extra Pay (timesheets) will be submitted and paid monthly.

Activities that closely match the teaching day:

Tutorial/After School Classes. Teachers will receive seventy percent (70%) of their per diem rate, based on an eight- (8) hour day. However, the minimum hourly rate to be paid to teachers will be \$29.48 per hour.

Examples

Teacher A has a daily rate of \$250 and hourly rate of \$31.25 per hour: $\$250/8 = \31.25
 This rate is multiplied by 70% to determine the rate of pay: $\$31.25 \times .70 = \21.88
 Teacher A's rate is below the \$29.48 minimum so Teacher A receives \$29.48 per hour.
 Teacher B has a daily rate of \$400: $\$400/8 = \50.00 ; then $\$50.00 \times .70 = \35.00
 The rate for Teacher B is \$35.00 per hour

Assignments that provide for strategic planning, essential assessment, and presentation of staff development:

Curriculum Development	\$30.07 per diem
Presentations	\$30.07 per diem
K Screening (7 hour minimum)	\$30.07 per diem
Team/Departmental Planning	\$30.07 per diem

} ADDED

Appendix F:

IEP Meetings - Bargaining Unit Employees assigned to the 7-hour workday shall be compensated at the hourly rate, pro-rated on the quarter hour, rounded up, after one hour has passed from the conclusion of his/her workday. Bargaining Unit Employees assigned to the 8-hour workday shall be compensated at the hourly rate, pro-rated on the quarter hour, rounded up, after one hour has passed from the conclusion of his/her workday, commencing at 2016-2017 school year.

Summer School Rate Formula:

General Education:

Current Year Annual Salary x .075, Divided by 24 x .8125 = Daily Rate

Special Education:

(Per diem rate ÷ 5 = hourly rate x 4.25 hours = Summer School Daily Rate

Employee will receive Daily Rate times number of days worked.

Employee will not earn sick days, nor will they be paid for sick days used during summer school.

Lead teacher for Special Education Summer School receives an additional twenty percent (20%) of summer school daily rate.

Fall Intersession:

The current per diem pay includes compensation for lesson plans, instruction, assessment, record keeping and parent contact and supervision.

Teachers will not earn sick days, nor will they be paid for sick days used during intersession.

Teachers will only be paid for the contracted days worked.

Other activities:

GATE	\$25.45
After School Clubs	\$21.98
Health and Safety	\$402.50 annually \$770.94
Staff Development	\$210 per day (if less than five (5) hours, \$35.00 per hour)
Teacher Additional Duty	\$925.19 annually* \$1,200
Testing Coordinator (Middle School* Elem)	\$700 annually* plus three (3) days of release time
Yearbook (Middle School)	\$1300 annually*
Consulting Teachers	\$1,500 annually
PAR/Induction Panel Stipend	\$1133.73 annually**
Site Technology Lead	\$770.94 annually*
Sixth Grade Camp Stipend	\$23.13 per day

*Annual amounts paid tenthly September – June

**Annual amount paid once per year in June

TA 1/23/18
Lina L. Faudina
B.E.
1/23/18

Proposed Language - For bargaining 1/22

→ other than English

3.4 In grades 7 through 8, an individual teacher's class size average in the following four content areas of math, science, language arts, social science, and foreign languages shall not exceed thirty-five (35) students (175 student contacts). Recognizing the collaborative relationship between the Association and the District, an individual teacher or staff may voluntarily agree to exceed these limits to deliver programs in an alternative way. When a teacher's student contacts exceed 175 for more than twenty (20) days, relief procedures as set forth below shall be initiated.

~~Class size for activity classes, such as art, band, chorus, orchestra, and industrial arts, will be established with consideration given to safety, and space available. Physical education class size averages will be fifty-five (55) students, or fewer, with no class exceeding sixty (60) students without the concurrence of the teacher.~~

B.E. Y - LMSVTA
2/20/18

A. 2/20/18

ARTICLE 21.0: Professional Learning Communities

21.1 The La Mesa-Spring Valley Teachers Association and the School District are committed to excellence and Professional Learning Communities (PLCs) as a means of continuous improvement. The dedication of every employee will allow us to ensure high levels of learning for each and every student. To maintain this effort, we jointly agree that the development of PLCs is the right work in which to be engaged. To ensure the proper and sustained development of this continued improvement, we agree to implement and support the following:

- District wide modified day (currently Tuesday)
- Professional learning on modified days as delineated in 21.2 below
- Professional learning on the concepts and practices of PLCs
- Development of Pyramid Response to Intervention (PRTI) which answers the third question below (see 21.2.6.3) separating learning communities from traditional schools. This requires professionals working together to design and implement multi-tiered intervention systems, creating schedules that ensure students will receive extra time and support for learning in timely, directive and systematic ways.
- District and site celebrations of success

21.2 MODIFIED DAY

1. The District-wide modified days occur at the end of the work day.
2. The site administrators or District shall structure Site Learning Days (SLDs) as follows: eight two-hour days and one one-hour day (nine SLD days total). The first Tuesday of each month is reserved for District-wide PLC meetings.
3. The District will schedule the SLD dates at the start of each school year. Sites may waive the District-calendared dates to provide for local need (see Article 20.0 for waiver process)
4. Teacher collaborative team meetings are to begin five (5) minutes after the final bell/dismissal and end one hour after that. Collaborative teams are comprised of educators who share curriculum and thus take collective responsibility for student learning.
5. It is also agreed the site administrator may, in collaboration with learning teams (i.e. site leadership team, teacher team and intervention team), work side by side with teams to provide resources, materials, and support to assist teacher teams be successful, and may obtain artifacts/evidence from learning teams as it relates to the tenets of PLC.
6. Modified days are generated through additional minutes taught each day. Therefore, unit members shall determine how to use modified days outside of SLDs. Time should be guided by the tenets that specify the work of the collaborative teams driven by the four critical questions of a PLC:

1. What do we want each student to learn?
2. How will we know when each student has learned it?
3. How will we respond when some students don't learn?
4. How will we respond when a student already knows what we want them to learn?

**La Mesa-Spring Valley
School District
Master Calendar • 2019-2020**

KEY
W Teacher Workday
S Staff Development Day (No School)

DRAFT

180 Student Days - First Day of School - 8/12
 1 Staff Development/Work Day - 8/7
 2 Teacher Work Days - 8/8, 8/9
 3 Staff Development Day - 8/5, 8/6, 1/6
 186 Teacher Days
 (Principals Report 7/19/19-6/23/20, 201 Work Days)

October Break 10/7 - 10/18
 Winter Break 12/23 - 1/3
 Spring Break 4/6 - 4/17

JULY

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	

SEPTEMBER

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	

NOVEMBER

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	

JANUARY

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	

MARCH

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	

MAY

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	

AUGUST

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	

OCTOBER

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	

DECEMBER

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	

FEBRUARY

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28			

APRIL

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	

JUNE

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	

ARTICLE 19.0: Peer Assistance and Review Program (PAR) and Teacher Induction Program

19.1 GUIDING PRINCIPLES

The La Mesa-Spring Valley Teachers Association (Association) and the La Mesa-Spring Valley School District (District) strive to provide the highest possible quality of education to La Mesa-Spring Valley students. Both parties agree that optimum student performance can best be achieved if there is a highly qualified teacher in every classroom. In order for students to succeed in learning, teachers must succeed in teaching. The parties believe that all teachers, from novice to the most experienced, must focus on continuous improvement in their professional practice. Accordingly, the parties agree to cooperate in the design and implementation of a professional development program to improve the quality of instruction through expanded and improved staff development, peer assistance, and professional accountability.

It is therefore the intent of the District and the Association to establish a Peer Assistance and Review (PAR) Teacher Induction Program, which allows exemplary teachers to assist and support other teachers in the development of teaching strategies, curriculum enhancement, and quality of program. Additionally, the Teacher Induction program provides training and support to help meet State of California credentialing requirements.

19.2 INDUCTION ADVISORY COUNCIL

A. The PAR and Teacher Induction Program ~~shall be administered by a joint council comprised of three (3) teachers, and two (2) administrators, and shall be called the Induction Advisory Council (IAC). The teacher appointees shall be designated by the Association Board and ratified by the representative council. The two (2) administrative representatives shall be appointed by the District.~~ *and representatives from institutions of higher learning may have an advisory committee*

~~B. The IAC, by majority vote, will adopt guidelines for implementing the provisions of this Article. Said guidelines will be consistent with the provisions of the Agreement unless prohibited by law.~~

~~C. The IAC will establish a meeting schedule. Such meetings may take place during the regular work day, in which event teachers who are members of the Council will be released from their regular duties without loss of pay.~~

~~D. IAC teacher members shall receive a stipend for services on the IAC. (See Appendix F)~~

~~E. The IAC shall be responsible for selecting Support Providers for both the PAR and Teacher Induction Program.~~

~~F. The Participating Teacher has the right to meet with the IAC to discuss the assignment of the Support Provider within two weeks of notification of their assigned Support Provider. The IAC retains the right to change assignments as it deems necessary.~~

~~G. All proceedings and materials related to evaluation, reports, and other personnel matters shall be strictly confidential. Therefore, IAC members and Support Providers may disclose such information only as necessary to administer this Article or as otherwise required by lawful process.~~

~~H. The IAC will participate in the selection of trainings and activities for Support Providers and Participating Teachers beyond those mandated by the Induction Plan.~~

~~I. The IAC shall report to the Board of Education PAR participants who failed to demonstrate satisfactory improvement in meeting District employee performance standards prior to the end of each school year.~~

~~J. The IAC shall annually evaluate the impact of the PAR and Teacher Induction Programs in order to improve them. The IAC may submit recommendations for improving the Program to the Board of Education and to the Association.~~

~~K. The IAC will determine the number of Support Providers in any school year dependent on the number of Participating Teachers, funding level, and needs of the Program(s). In light of these factors, the number of Support Providers may vary from year to year. Continuation of the PAR Program is subject to continued funding under AB-17X.~~

~~L. The IAC's selection procedures, activities, and criteria, and its judgments regarding selection of Support Providers, shall not be subject to the grievance procedure.~~

C M. The District shall notify the IAC of teachers required to participate in the PAR Program due to an unsatisfactory evaluation. Teachers who self-refer to PAR shall provide written notice to the IAC of their wish to participate in the program.

~~N. The District shall provide the IAC a list of all new teachers who will participate in the Teacher Induction Program during their first two years of District service.~~

~~O. The IAC will monitor and evaluate the effectiveness of the Support Providers and make decisions regarding their continuation in the Program as outlined in 19.3.D.~~

~~P. Teachers who are on the IAC pursuant to this Agreement shall have the same protection from liability and access to appropriate defense as other public school employees pursuant to California Government Code Section 810, et seq.~~

19.3 SUPPORT AND ON-CALL PROVIDERS

A. Two (2) categories of Providers shall be established for the PAR and Teacher Induction Program as listed below:

1. Support Providers will provide assistance to both Teacher Induction Participants and PAR Participants. Support Providers will have the same work day and year as specified in Article 4, Hours of Employment. It is the intent that Support Providers shall serve on a full-time basis and be released from their regular teaching assignment. However, as caseloads mandate, additional Part-time Release Support Providers may be needed. Support Provider assistance will include but is not limited to:

- a. Discuss performance goals and objectives with the Participating Teacher.
- b. Assist in developing an Individual Induction Plan (IIP) for Teacher Induction Participating teacher.
- c. Conduct multiple observations of the Participating Teacher during periods of classroom instruction.
- d. Assist Participating Teachers by demonstrating, observing, coaching, conferencing, referring, or by other activities, which in their professional judgment, will assist the Participating Teacher.
- e. Meet and consult with the evaluating administrator.
- f. Demonstrate good teaching strategies and practices for the Participating Teacher.
- g. Use District resources to assist the Participating Teacher.
- h. Monitor the progress of the Participating Teacher and maintain a written record.

2. On-call Providers, possessing specific curricular expertise, will provide assistance to PAR and/or Teacher Induction Participating Teachers. On-call Providers shall be called upon when the full-time Support Providers and/or principal identifies an area of emphasis or project requiring an expert in that field. Release time and/or compensation shall be provided to On-call Providers when assisting a participating teacher.

~~B. Any certificated employee may submit the name of an employee he/she is recommending as a Support Provider candidate. An employee may not submit a recommendation containing his/her own name. Employees recommended shall receive an invitation to apply for a Support Provider assignment from the IAC. On-call Providers shall be selected by the IAC.~~

- C. Support Providers must meet the following criteria:
1. Permanent certificated employees with at least five (5) years relevant experience.
 2. Recent experience in classroom instruction.
 3. Demonstrate exemplary teaching ability as indicated by:
 - a. Extensive knowledge and mastery of subject matter, teaching strategies, instructional techniques, and classroom management strategies necessary to meet the needs of the diverse pupils enrolled in the district.
 - b. Ability to communicate effectively both orally and in writing.
 - c. Ability to work cooperatively and effectively with others.
- ~~D. Support Providers will be trained to provide support and to understand the specific functions of the PAR and Teacher Induction Programs. The IAC will monitor and evaluate the effectiveness of the Support Providers and make decisions regarding their continuation in the Program. The IAC may remove a Support Provider from the position at any time because of the specific needs of the PAR and Teacher Induction Programs, inadequate performance of the Support Provider, or for other reasons, which serve the PAR and Teacher Induction Program's best interests. Prior to the effective date of such removal, the IAC will provide the Support Provider with a written statement of the reasons for the removal, and, at the request of the Support Provider, will meet with him/her to discuss the reasons.~~
- ~~E. The term of the Support Provider shall be five (5) years. A Support Provider who has served a five (5) year term may reapply after returning to the classroom for two (2) years.~~
- F. In addition to their regular work year, Support Providers may be required to work up to an additional ten (10) days and receive per diem compensation, provided the days have been pre-approved by the Assistant Superintendent, Human Resources, and recommended by the IAC.
- G. Upon completion of their assignment to the PAR and Teacher Induction Program, a Support Provider will be given the same consideration for returning to the position of his/her last assignment as if he/she had remained in the classroom. However, the District reserves the right to reassign the employee to a position which will be most advantageous to the District, and in such instances the District will confer with the returning employee before such assignment is made.
- H. Prior to working with an Involuntary PAR Participating Teacher, the Support Provider will meet with the principal or immediate supervisor to review and discuss the basis for referral to the PAR Program. The PAR Program encourages a cooperative relationship between the Support Provider, Participating Teacher, and the principal with respect to the process of peer assistance and review.
- I. Teachers who act as Support Providers pursuant to this Agreement shall have the same protection from liability and access to appropriate defense as other public school employees pursuant to California Government Code Section 810, et seq.
- J. Nothing herein shall modify or in any manner affect the rights of the District and/or Governing Board under provisions of the Education Code relating to the employment, classification, retention or non-rejection of certificated employees. Nothing herein shall modify or affect the District's right to issue notices (of unsatisfactory performance and/or unprofessional conduct) pursuant to Education Code Section 44938.

19.4 PARTICIPATING TEACHERS: PEER ASSISTANCE AND REVIEW (PAR)

A. Participating Teachers

1. An Involuntary Participating Teacher is a permanent teacher who receives an unsatisfactory evaluation. These teachers shall receive an annual evaluation as defined by Article 8.3.C.3.

Teachers referred as a result of an unsatisfactory evaluation shall cooperate with the Support Provider and the principal during this program; failure to cooperate will be grounds for disciplinary action.

2. A Voluntary Participating Teacher is a permanent teacher who self-refers to the program, having satisfactory evaluations and evaluator consent. These teachers shall receive an evaluation as defined by Article 8.3.C.3.
- B. All Participating Teachers' performance goals shall be clearly stated in writing, aligned with pupil learning, and consistent with evaluation guidelines established in Article 8, Evaluation. Each Participating Teacher shall develop a plan with the Support Provider and principal, which includes areas of emphasis for improvement, staff development activities, timelines for participation in the program, and specific dates for the submission of interim reports as needed.
- C. The principal and the Support Provider shall collaborate and consult on a regular basis with respect to offering assistance, review, and feedback to all Participating Teachers. However, the Support Provider shall not function as an evaluator.
 1. Involuntary Participants' written records and reports shall be available to the teacher's evaluator for consideration in preparing the teacher's evaluation, pursuant to Article 8. The evaluations or assessments contained in the Peer Review reports, or recommendations by the Teacher Induction Advisory Council, IAC shall be advisory only and for the benefit of the Participating Teacher.
 2. Voluntary Participants' written records and reports shall not be considered by the teacher's evaluator in preparing the teacher's evaluation.

19.5.1 PARTICIPATING TEACHERS: TEACHER INDUCTION

- A. A Participating Teacher is defined as a first-year or second-year teacher in the District.
- B. Participating Teachers will be expected to fulfill the requirements as outlined in the District's ~~Teacher Induction Program document~~ ^{by the (ETC)} Commission on Teacher Credentialing.
- C. Participating Teachers who successfully complete the Teacher Induction Program will receive the equivalent of three semester units of university credit toward salary advancement. Said practice will continue while there is a Teacher Induction Program in the La Mesa-Spring Valley School District.

MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN THE
LA MESA SPRING VALLEY SCHOOLS (District)
AND
LA MESA-SPRING VALLEY TEACHERS ASSOCIATION

5/31/17
A
B.S.K.
5/31/17

The District and the Teachers Association agree to the following:

The purpose of this Memorandum of Understanding (MOU) is to clarify that:

1. The Specialized Academic Instruction (SAI) delivery model within the parameters of the current collectively bargained agreement; specifically as applied to special education (RSP and SDC Mild/Moderate) for a limited period of time.
2. Retain all contractual rights on-going during the course of this MOU.

This MOU is in effect for the 2017-2018 school year, commencing August 7, 2017 and concluding June 15, 2018.

Article 4.1 H Special Education Clerical Assistance and Planning:

1. K-6 self-contained/departmentalized (as defined in Article 2), RSP and SAI teachers' assignments shall include at least ten (10) percent of their instructional time to complete assessment, scheduling and paperwork to satisfy IEP requirements and meet compliance issues.
2. Departmentalized RSP and SAI teachers shall have an additional preparation period or its equivalent for assessment, scheduling, collaboration, and paperwork to complete IEP requirements and satisfy compliance issues. Since La Presa Middle School has a unique block schedule, their RSP/SAI teachers' schedules will be adjusted accordingly.
4. Special Education teachers, with students on their caseload needing more than 50% of their day requiring special education services, shall receive two (2) hours of clerical assistance time per annual and triennial IEP, per year, to be used for scheduling and paperwork associated with IEP meetings. One annual IEP includes all meetings associated with completion of the IEP document. There may be numerous meetings to complete the IEP.
5. Clerical assistance shall be accessed through the site principal. It is expected that teachers will provide sufficient notice to allow the site principal to arrange for the clerical support. Typically, clerical assistance will be completed by a site employee or substitute.

Students on a SAI teacher's caseload will also be part of class rosters of general education classrooms and included in the class size count.

The staffing pattern for the SAI model is one SAI teacher and 2 paraprofessionals for 25 students with a hard cap of 28. If the caseload reaches 26 (and thereafter), the site principal, SAI teacher and special education staff will convene to determine the supports necessary for their caseload. The support considerations may include but not be limited to the following:

- (1) student assessment support (e.g., release time, substitute relief and/or additional certificated assessor);
- (2) additional paraprofessional support;
- (3) additional support by SAI Guiding Coalition;
- (4) support from the Site Intervention team; and,
- (5) Relief time

The composition of a SAI teacher's caseload (e.g., number of students at more than and less than 50% of SAI services), shall also be considered. During the summer months and into the 2017-18 school year, professional development opportunities shall be afforded to paraprofessionals.

Article 9.5 District-Initiated Site, Program Reassignment, as applied to the SAI Delivery Model provides as follows:

- A. District-initiated reassignments shall be made when determined to be desirable and in the best interests of the District.
 - B. Common reasons for district-initiated reassignment include, but are not limited to:
 1. Balanced staffing with respect to state/federal comparability guidelines.
 2. Compliance with any other state and federal guidelines.
 3. Boundary changes and/or reduction of facilities and/or staff.
 4. Enrollment changes and accompanying necessity to balance and equalize class size.
 - C. In initiating reassignments, the District shall utilize the following process and criteria:
 1. The site/program administrator shall solicit qualified volunteers.
 - a. In effectuating all reassignments, the District shall make every effort to first utilize employee-initiated requests from employees who qualify under the criteria as set forth in this section.
 - b. When a volunteer is not chosen to fill an available position, the District shall provide, upon request, written rationale for not fulfilling the volunteer's request.
2. District-initiated reassignment shall not be made for arbitrary, capricious, or punitive reasons.

3. The District shall take into account the employee's area of competence, training and background including highly qualified teacher status, credential, major and minor areas of study, and experience in the subject area(s).
4. The employee shall be consulted for input with opportunity to discuss a proposed reassignment with the responsible administrator. The employee shall have the right to request and receive written reasons for the proposed reassignment.
5. Consideration shall be given to the employee's preference(s).
 6. The District will attempt to apply the above elements in an equitable manner. When there are two (2) or more potential individuals to be reassigned, if both/all rank equally when the above criteria are applied, the employee with the least years of District service shall be reassigned.
 7. Except by mutual agreement, no employee may be reassigned more than once every two (2) years. The exception to this would be reassignments necessitated by declining enrollment or change in programs offered when no other person could be reassigned.
 8. An employee receiving an involuntary reassignment may request a meeting with the Assistant Superintendent, Human Resources, at which time he/she shall be notified of the reason for said reassignment. The employee may have an Association representative present at such meeting.
 9. The final decision shall be made by the Assistant Superintendent, Human Resources.

D. Assistance/Support

1. Employees who are involuntarily reassigned after the work year has begun and do not change classrooms shall be granted, upon request, one (1) school day release time to effect the change.
2. Employees who are involuntarily reassigned after the work year has begun and also change classrooms, shall be granted upon request three (3) school days release time to effect the change.
3. Release time will not be provided for assignments that take effect in the following work year.

E. Return Rights

In the event an opening occurs the following year in a position, from which an employee was reassigned, due to a change in enrollment, and that employee meets the qualifications to fill the vacancy, he/she will be given first consideration for said assignment.