

# AGREEMENT

Between

Board of Education  
La Mesa-Spring Valley  
School District

and

La Mesa-Spring Valley Teachers  
Association

July 1, 2017 – June 30, 2020

## Table of Contents

La Mesa-Spring Valley School District Board of Education/Bargaining Team.....	I
La Mesa-Spring Valley Teachers Association/Bargaining Team.....	II
Preamble.....	1
ARTICLE 1.0 – Recognition.....	2
ARTICLE 2.0 – Definition of Terms.....	3
ARTICLE 3.0 – Class Size.....	5
ARTICLE 4.0 – Hours of Employment; Shared Contracts.....	6
ARTICLE 5.0 – Employee Benefits.....	15
ARTICLE 6.0 – Salaries (Wages).....	17
ARTICLE 7.0 – Leave of Absence.....	18
ARTICLE 8.0 – Evaluation; Public Charges.....	27
ARTICLE 9.0 – Transfers-Reassignments.....	32
ARTICLE 10.0 – Safety Conditions.....	39
ARTICLE 11.0 – Association Rights.....	42
ARTICLE 12.0 – Organizational Security.....	44
ARTICLE 13.0 – Procedures for Processing Grievances.....	46
ARTICLE 14.0 – Discipline of Employees.....	49
ARTICLE 15.0 Dismissal/Long-Term Suspension of Probationary Employees.....	50
ARTICLE 16.0 – District Rights.....	51
ARTICLE 17.0 – Effect of Agreement.....	52
ARTICLE 18.0 – Concerted Activities.....	53
ARTICLE 19.0 - Peer Assistance and Review Program and Teacher Induction Program.....	54
ARTICLE 20.0 – Collaborative Practices.....	58
ARTICLE 21.0 - Professional Learning Communities.....	59
ARTICLE 22.0 – Terms of Agreement.....	60
APPENDIX A – Salary Schedule for Certificated Teachers.....	61
APPENDIX B-1 – Salary Schedule for Preschool Teachers.....	62
APPENDIX B-2 – Salary Schedule for Academic Year Counselors.....	63
APPENDIX B-3 – Salary Schedule for Extended School Year Counselors.....	64

APPENDIX B-4 – Salary Schedule for Psychologists and Behavior Analysts.....	65
APPENDIX B-5 – Salary Schedule for Educationally Related Mental Health Service Providers.....	66
APPENDIX B-6 – Salary Schedule for Nurses.....	67
APPENDIX B-7 – Salary Schedule for Speech-Language Pathologists.....	68
APPENDIX B-8 – Salary Schedule for School Social Worker.....	69
APPENDIX B-9 – Salary Schedule for Early Start Program.....	70
APPENDIX C – Placement on the Salary Schedule.....	71
APPENDIX D – Advancement on the Salary Schedule.....	73
APPENDIX E – Salary Schedule Ratios Applicable to Support and Service Personnel.....	74
APPENDIX F – Extra Duty Compensation.....	75
APPENDIX G-1 – Certificated Evaluation (except for those listed below).....	77
APPENDIX G-2 – Counselor Evaluation.....	84
APPENDIX G-3 – Dean of Students Evaluation.....	88
APPENDIX G-4 – Nurse Evaluation.....	92
APPENDIX G-5 – School Psychologist Evaluation.....	96
APPENDIX G-6 – Speech Language Pathologist Evaluation.....	100
APPENDIX G-7 – Agreement for Five-Year Certificated Evaluations.....	104
APPENDIX G-8 – Alternative Evaluation.....	105
APPENDIX H-1 – Public Complaint Form – Employee .....	106
APPENDIX H-2 – Public Complain Form – Public Charges.....	107
APPENDIX I – Suspension Form.....	108
SIDE LETTER 1 – Special Education TQE Task Force.....	109
SIDE LETTER 2 – Combination Classroom Relief.....	110
SIDE LETTER 3 – Pilot Modifications to Appendix C – Item C.....	111
SIDE LETTER 4 – Pilot Modifications to Appendix C.....	112
SIDE LETTER 5 – Report Card Task Force.....	113
MOU 1 – Staff Development Days.....	114
MOU 2 – Middle School Passing Period.....	115
MOU 3 – SAI Delivery Model.....	116
MOU 4 – Suspension of Students.....	119
MOU 5 – Physical Assault.....	120
MOU 6 – STEPS Growth Model Prototype.....	121

MOU 7 – IEP Meeting Relief.....	123
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## **Preamble**

As a philosophy for delivering education to children and as a methodology for adults working in concert, Professional Learning Communities represent the cornerstone of the foundation on which this contract was built. In the spirit of the Professional Learning Community, with a culture of collaboration, a focus on learning, and a collective inquiry into best practices, the La Mesa-Spring Valley School District and Teachers Association agree to this contract.

The articles and provisions contained herein constitute a bilateral and binding agreement by and between the Board of Education of the La Mesa-Spring Valley School District (“Employer”) and the La Mesa-Spring Valley Teachers Association (“Association”) an employee organization.

This agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549, of the Government Code (“Act”).

## **ARTICLE 1.0: Recognition**

The Board of Education confirms its recognition of the La Mesa-Spring Valley Teachers Association/California Teachers Association/National Education Association as the exclusive representative for the unit of employees recognized by the Public Employment Relations Board to include classroom teachers, temporary teachers, school librarians, resource teachers, and support service personnel inclusive of deans, nurses, psychologists, counselors, certificated catalog librarians, special day class teachers, resource specialists, social workers and designated instruction and service personnel, including Speech-Language Pathologists.

The La Mesa-Spring Valley School District and the La Mesa-Spring Valley Teachers Association agree to the following:

1. Level One participants in the Administrative Intern Program may continue their membership in the La Mesa-Spring Valley Teachers Association. Level One interns participate in seminars and activities to increase their knowledge of administrative work. They will not be assigned as acting principals; however, they may serve as lead teachers for intersession or summer school.
2. Level Two participants in the Administrative Intern Program are not eligible for membership in the La Mesa-Spring Valley Teachers Association. However, they may join CTA as Associate Members and continue benefits such as disability insurance. Level Two interns participate in seminars and activities to increase their knowledge of administrative work. They may be assigned as acting principals or lead teachers for intersession or summer school. As acting principal, Level Two interns will not be responsible for personnel evaluations.



## **ARTICLE 2.0: Definition of Terms**

AGREEMENT:	The articles and provisions as negotiated pursuant to Chapter 10.7, Sections 3540-3549.3 of the Government Code.
EMPLOYEE:	Refers to Bargaining Unit Employees as defined in Article 1.0, Recognition.
ASSOCIATION:	Refers to the La Mesa-Spring Valley Teachers Association/California Teachers Association/National Education Association.
TEACHER:	Refers to classroom teachers.
TEACHER CONSULTANTS:	Refers to PAR/Induction support Providers.
INDUCTION TEACHER:	Refers to an employee that is clearing a credential.
PAR PARTICIPANT:	Refers to an employee in the Peer Assistance and Review Program.
SENIORITY:	The first day of probationary service as established by Education Code.
BOARD:	Refers to the Board of Education of the La Mesa-Spring Valley School District.
ON-SITE:	School or District properties, or other locations of District-sponsored or approved activities. This shall include authorized travel to and from such activities.
DAYS:	Days, unless otherwise designated, are calendar days. Work days are days of service as scheduled for Bargaining Unit Employees.
Professional Day:	A professional day is defined as an extension of the eight (8)-hour work day(s) to meet professional responsibilities as determined by the district supervisor. Employees whose normal work day is extended into a professional day will work those hours. In recognition of this extension of the eight (8)-hour work day(s), if there are no responsibilities to be performed beyond the following seven (7)-hour work day(s), the employee may conclude their day(s) accordingly.
Seven (7)-hour Day:	Full-time general and special education teachers and speech-language pathologists shall provide a seven (7)-hour school-based work day inclusive of lunch.
Eight (8)-hour Day:	All employees not assigned to a general or special education class/caseload shall work an eight (8)-hour day exclusive of lunch.
Partial Day:	Based upon the eight (8)-hour day, hours worked shall be commensurate/equal to the percentage assigned.
TRAVEL TIME:	The amount of time to travel from site to site.
SCHOOL DESIGNATIONS:	Schools are primarily defined by program offered. Some schools may contain a mixture of the following designations.

Self-contained:	Typically a single teacher, single class (TK – 6).
Departmentalized:	Typically multiple classes taught by multiple teachers/specialists (PE, art, music, behavior) – TK – 3 (specialty campus), 4-6 (specialty), 4-8 (specialty) 7-8 (specialty), other configurations that fall within the definitions.
Self-Contained/Departmentalized:	May contain both (A) a single teacher, single class configuration and (B) departmentalized which is multiple teachers, multiple classes. K – 3 self-contained, 4-6 departmentalized.

## ARTICLE 3.0: Class Size

- 3.1 For the purpose of this Article, a teacher is defined as any certificated individual assigned to a full-day class of instruction on a regular basis, exclusive of special education. This could be for whatever portion of the day they are assigned (1 hour = 20% of an assignment).
- 3.2 Transitional Kindergarten through third grade classes district wide shall be staffed to comply with student-teacher ratios as determined by Education Code 41376 and 41378; or staffed at levels in compliance with a fully funded, non-encroaching, Class Size Reduction program, whichever class size is less. In addition, the school wide annual kindergarten through third grade class size averages shall not exceed any classroom maximum as defined in Education Code 41376 and 41378. The parties agree to this language in order to comply with the class size reduction requirements set forth in the Local Control Funding Formula (Education Code 42238.02). Should any authority of competent jurisdiction conclude that this language does not satisfy those requirements, the parties agree to meet as soon as possible with the intent of negotiating language that will satisfy those requirements.
- 3.3 When an individual class in grades 4, 5 and 6 exceeds thirty-five (35) students for more than twenty (20) days, or when in a self-contained/departmentalized program the average class size for content areas of math, science, language arts, and social science exceeds 35 students (175 student contacts) relief procedures as set forth below shall be instituted.
- 3.4 In grades 7 through 8, an individual teacher's class size average in the following content areas of math, science, language arts, social science, and languages other than English 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 shall be forty-five (45) students, or fewer, with no class exceeding fifty (50) students without the prior concurrence of the current teacher.
- 3.5 The relief procedures referenced above are as follows and may include, but not be limited to:
- A. Transfer of students within the school.
  - B. Transfer of students between schools.
  - C. Addition of staff member.
  - D. Student Helper assistance to students in the individual classroom(s) involved.
  - E. Itinerant specialist/physical education, art, music, etc.
- The site administrator shall discuss with his/her staff the relief procedure to be implemented before the final decision is made by the site administrator.
- 3.6 Specific attention shall be paid to the composition of combination classes pertaining to the selectivity and numbers of students as compared to the makeup of single grade classes.

## **ARTICLE 4.0: Hours of Employment**

### **4.1**

- A. It is recognized that full-time employees' workweek is normally in the excess of forty (40) hours. The immediate supervisor or site administrator shall set the on-site work day.
1. Regular full-time general and special education teachers, Adaptive Physical Education teachers, and Speech-Language Pathologists shall provide a seven (7)-hour school-based work day, inclusive of lunch. The remaining time which may be required for fulfilling those duties described in section 4.1C.1 and 2 and which may require that teachers and/or Speech-Language Pathologists be present on-site shall be determined by the site administrator.
  2. All employees not assigned to a general or special education class/caseload shall work an eight (8)-hour on-site day, exclusive of lunch. These positions are considered support personnel and include, but are not limited to, site resource teachers/specialists, site coaches, counselors, social workers, psychologists and nurses. Such employees may be required to work a professional day as defined in Article 2.0.
  3. Part-time employees based at a school site are required to attend Open House, Back-to-School Night, and staff development days on a full-time basis. Part-time employees who accept full benefits shall attend the modified day professional community learning time. Part-time employees shall have pro rata responsibilities in terms of their non-teaching responsibilities, i.e., duties, staff meetings, etc. It is up to the principal and the part-time employee to determine the dates and times and distribution of the pro rata sharing of out-of-classroom responsibilities. The La Mesa-Spring Valley School District does not compensate teachers for instructional preparation time. Classroom position salary reflects compensation for instructing students. In order to provide the preschool teachers with a contracted position of 4.5 hours per day, it was necessary to include 1.5 hours of non-instructional time. The 1.5 hours of non-instructional time is to: work at a site or with a PLC; to fulfill requirements for continual improvement, and other improvement measures established by program funding contracts and annual teacher evaluations of students. These 1.5 hours shall be directed by the District.
  4. All employees who work seven (7) or more hours per day shall be provided not less than a thirty (30)-minute, duty-free lunch period.
  5. Staff meetings shall be scheduled on a rotating basis occurring no more than two times per month. Staff meetings that occur at the conclusion of the school day shall begin no later than 20 minutes after the conclusion of instructional day and run no longer than 80 consecutive minutes without prior consent of the staff, per Article 20. Per Article 20, campuses that have staff meetings occurring before the beginning of the work day will determine start times of said meetings.
- B. All teachers and Deans of Students are to be on school premises a half (1/2)-hour before the scheduled starting time of classes.
- C. Those duties and responsibilities of each employee in his/her respective assignment are those as set forth in job descriptions and summarized below:
1. Professional Commitment

Active participation in a collaborative culture/Professional Learning Community (PLC) with a focus on learning. Through collective inquiry, transform best practice into current reality. Commitment to learning, professional development and continuous improvement.

Articulate standards (e.g., Common Core) to students and colleagues using district-adopted curriculum. Utilize quality diagnostic, formative and summative assessments to analyze data to inform instruction. Commitment to quality first dose instruction that includes lesson planning, research-based strategies and differentiated instruction (intervention, acceleration, enrichment). Maintain accurate records and score student work.

Attend staff, PLC, Site Learning Day (SLD) and professional development meetings/in-services; IEP and SST meetings; District committee assignments. Engage in communication, customer service and public relations (Open House, Back-to-School Night). Ensure supervision of students, including school-sponsored or approved activities such as study trips and student body activities.

2. School and District Activities

Parent/employee meetings and activities; school and employee receptions; open house/back-to-school night; public school observance; supervision of student at school-sponsored or approved activities such as study trips, athletic events, student body activities; extended professional meetings.

3. K-6 Self-Contained Non-Class Size Reduction Accommodations:

- a. Contingent upon the continuation of Class Size Reduction (CSR) in the District in three or more grades, the following accommodations shall be made:
  - 1) Provide first choice for scheduling options (e.g., library, guided process reading groups, lunch). The exception will be kindergarten lunch.
  - 2) Provide two total days of release time per K-6 self-contained site per trimester, to be shared by non-CSR teachers.
  - 3) Non-CSR teachers may refuse student council and safety patrol as adjunct duties.
- b. It is suggested that each school site also consider selections from the following options:
  - 1) Create a flexible adjunct duty schedule with fewer duties for non-CSR.
  - 2) Non-CSR teachers assign fewer before/after school duties.
  - 3) Create a PE schedule that results in lower class size and/or creates preparation time for non-CSR teachers.
  - 4) Give priority to non-CSR teachers for college student helpers for clerical support, GPR groups, etc.
  - 5) Give priority to non-CSR teachers to utilize high school cross-age tutors.

- 6) Provide release time for non-CSR teachers to complete activities such as balanced literacy staging, report cards, and grading of direct writing.
- 7) Give non-CSR teachers small group or release time by creating a cross-age literacy time once per week.
- 8) When possible, redistribute non-CSR students during non-core instructional times (physical education, art, music).
- 9) When possible, assign non-CSR the largest classrooms.
- 10) Create a schedule that allows limited or no duties for non-CSR teachers during peak activity times and/or one week prior to report cards being due.
- 11) Utilize university programs to support non-CSR teachers.
- 12) Have administrators serve as “guest teachers” in non-CSR classes and/or facilitate groups.
- 13) Use roving site substitutes and/or extra substitute time to provide assistance to non-CSR teachers.
- 14) Utilize roving teacher(s) to complete fifth grade physical fitness testing.

D. It will be the practice of the District to provide .06 TUnit for each K-6 self-contained school and self-contained/departmentalized school, to be used for the purpose of hiring playground attendants to supervise recess periods. The principal and teachers at each school site shall determine how this increase shall be best utilized for that facility. This practice shall remain in effect each year hereafter until such time as budgetary constraints may compel otherwise. Should that occur, the Association will be formally advised of that situation and a meeting shall be held to discuss the reasons for such action.

E. Departmentalized school employees shall be provided a daily preparation period – the equivalent of one (1) instructional period.

1. Instructional periods at LMAAC, PKMS and SVA are considered 20% of a work day.
2. Due to the unique block schedule of STEAM Academy @ La Presa, an instructional period is considered 25% of an instructional day.
3. An advisory period at a departmentalized school is considered ten percent (10%) of an instructional day.

F. Individual employees, coordinating with their supervisor, may request and arrange for relief breaks after two (2) hours of instruction.

G. Itinerant personnel, and those who travel from one site to another on a regular basis, shall have the same provision for planning/preparation period as do all other employees.

H. Special Education Clerical Assistance and Planning:

1. K-6 self-contained school and self-contained/departmentalized school RSP 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 school RSP teachers shall have an additional preparation period or its equivalent for assessment, scheduling and paperwork to complete IEP requirements and satisfy compliance issues. Since STEAM Academy @ La Presa (departmentalized school) has a unique block schedule, their RSP teachers' schedules will be adjusted accordingly.
3. Speech-Language Pathologists (SLPs) shall receive 20 hours of clerical support per year, which will be pro-rated based on assignment. For example, a 100% SLP shall receive 20 hours of clerical support; an 80% SLP shall receive 16 hours. In return, SLPs shall maintain a log of student contacts on a district provided form; this completed form shall be delivered to the special education department each month. Clerical assistance shall be accessed through the site principal. It is expected that SLPs 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.
4. SDC teachers shall receive two (2) hours of clerical assistance time per annual and triannual 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. Clerical staff, as delineated above, shall be assigned to schools on a rotating basis.

#### 4.2 Shared Contracts

- A. Any two (2) K-6 self-contained and self-contained/departmentalized site assigned employees with the appropriate credentials may request the sharing of a contract. Upon the approval of the administrators involved, and with mutual agreement of the employees, they shall be provided pro rata compensation and all benefits as the law and this Agreement allows. Any such plan shall be evaluated on the merits that represent the best interest of the educational program of the District.
- B. No more than two (2) shared contracts may be implemented at each site.
- C. A shared Contract Plan must be submitted to the principal by May 1, or for mid-year shared contracts, sixty (60) days prior to the start of the shared assignment. Said plan must show how your team will address the following issues:
  - Parent/teacher conferences
  - Parent/teacher communication
  - Student evaluation
  - Team member/team member communication, i.e., adequate contact time to ensure program continuity
  - Classroom management
  - Classroom discipline
  - Coverage of grade-level meetings and staff meetings
  - Calendar of teacher workdays
  - Sample of daily schedule
  - Any supplemental duties as stated in Article 4 of the Agreement
  - Conflict resolution system for shared-contract participants

- D. Shared contracts shall be for one (1) year. The subsequent year the shared contract may be renewed with the mutual agreement of the principal, Assistant Superintendent, Human Resources and the unit members sharing the contract. If the shared contract is not renewed for any reason, said position will revert to a full-time position. The unit members will be returned to full-time contracts unless either or both unit members locate another person willing to job share, subject to approval of the District and pursuant to the procedures outlined in this article. If no new shared contract is located by the unit member(s) and approved by the District, both unit members will be assigned to an available full-time position at the current site, unless the unit member(s) agree(s) to a voluntary transfer. If there is only one vacant position available at the site, the unit member with the least District seniority shall be transferred to a position at another site for which the unit member is credentialed to teach.
- E. Employees who share a contract shall be required to attend Back-to-School Night, Open House, and parent conferences. Employees shall also be required to work full days on staff development days, and teacher work days, i.e., non-student days.
- F. Employees who accept full benefits shall be required to attend the modified day professional learning time.
- G. The allowed shared contract configurations are as follows:
  - a) Each teacher works each day, fifty percent (50%) of the time.
  - b) A teacher works full-time for one semester, and partner works the other semester full-time.
  - c) One team member works full-time Wednesday through Tuesday straight through, with the other teacher working the next week, Wednesday through Tuesday. This concept requires a lay-over day which in this case would be Tuesday afternoon when the teachers meet to discuss student progress, preserving continuity of instruction, etc. Of course, it could be Thursday to Wednesday, as long as it is a mid-week arrangement with a lay-over day.
  - d) One teacher works Monday-Tuesday, then the other teacher works Wednesday-Thursday, and the teachers alternate on the Fridays of each week. Some arrangements allow for Monday/Tuesday and Thursday/Friday, with the alternating full day on Wednesday. With the following stipulations:
    - 1. The teachers must write their plan each year, i.e., recommit to the term annually.
    - 2. The teachers meet at least once per week with their partner to dialog. Moreover, daily written journals or logs highlighting instructional points are very desirable.
    - 3. The teaming teachers are together for SST meetings, school activities, grade-level planning meetings, and professional growth days.
    - 4. In the evaluation process, both teachers have the same objectives and goals.
  - e) Alternate configuration as approved by site principal and Assistant Superintendent, Human Resources.



#### 4.3 SIGN-IN PROCEDURES

It shall be the principal's responsibility to establish sign-in procedures at his/her individual site. The District and Association agree that all teachers shall acknowledge their departure any time they leave campus during their work day and note their arrival upon return.

#### 4.4 WORK YEAR

- A. The provisions specified hereunder are intended to take full advantage of the incentives contained in sections 46200 through 46203 of the Education Code. (The following reflects the 2018-2019 school year, commencing 2019-2020, each calendar will increase by two mandatory professional development days for adult learning.)
1. The regular work year for psychologists and behavior analysts shall be 186 days.
  2. The regular work year for extended year school counselors shall be 198 days.
  3. The regular work year for academic year school counselors shall be 184 days.
  4. The regular work year for educationally related mental health service providers shall be 200 days.
  5. The regular work year for nurses shall be 184 days.
  6. The regular work year for social workers shall be 184 days.
  7. The Early Start Program regular work year shall be 204 days. Two hundred (200) instructional days and the same number of staff/work days, meeting-free workdays, and staff development day(s) as outlined in the certificated calendar.
  8. The regular work year for resource teacher assigned to the educational service center shall be 184 days as arranged with his/her supervisor.
  9. The regular work year for behavior intervention specialists shall be 184 days.
  10. The preschool, TK, K-8 regular work year shall be one hundred eighty (180) instructional days; the first day of service in each school year shall be a staff/work day, the second day shall be a meeting-free work day; self-contained sites five (5) minimum day parent conferencing days, departmentalized sites four (4) minimum day parent conferencing days, and an annual staff development day totaling a 184-day work year.
  11. The instructional day for K-8 students shall be:
    - a. Three hundred five (305) minutes for K (e.g., TK and EAK) through six.
    - b. Three hundred sixty (360) minutes for grades seven and eight.
    - c. The last day of the K-6 self-contained school and self-contained/departmentalized school instructional calendar shall be a modified day. This modified day is the result of moving the modified day that would have been scheduled during the week of ~~middle school~~ departmentalized program conferences to the end of the school year. This preserves the number of instructional minutes per year necessary in the K-6 self-contained and self-contained/departmentalized schools.
    - d. It is further recognized that due to modified day schedule teacher instructional minutes shall be the equivalent of daily minutes averaged across the week not to exceed:
      1. Grades K (e.g., TK and EAK) through eight 1525 minutes per week.

- B. The District shall meet with the Association each year to negotiate the school calendar and work year. Such calendar shall be approved and distributed to employees by March 1<sup>st</sup>.
- C. Personal leave days shall not be used by members on staff development days.

4.5 USE OF WORK DAYS AND STAFF DEVELOPMENT DAYS AT THE BEGINNING OF THE SCHOOL YEAR

- A. The second work day of each new school year shall be meeting free.
- B. Meeting time may be scheduled on all other work day(s), not to exceed a cumulative total of four (4) hours.
- C. Departmentalized program orientation and Kindergarten orientation shall not exceed one (1) hour and fifteen (15) minutes of teacher time.
- D. Participation in social activities (lunches, breakfasts and after school get-togethers) is voluntary and outside the four (4) hours; no principal-directed meeting items will be covered at this time.
- E. Staff development days are District/principal directed and may include a variety of activities to increase staff effectiveness.
- F. Hours of work for staff development days and staff work days will be the same as outlined in Article 4.1.
- G. Pursuant to Article 20.1, the meeting schedule as outlined above may be changed by a seventy percent (70%) waiver vote of the Bargaining Unit Employees through secret ballot conducted by the Association. A copy of the waiver will be given to the principal and the LMSVTA office.

4.6 NATURAL HELPERS

Departmentalized program support staff shall be informed upon hire that their job responsibilities include attending the annual Natural Helpers Camp.

4.7 OUTDOOR EDUCATION/SIXTH GRADE CAMP

- A. New teachers hired to teach sixth grade students shall be informed that spending a week with students at "sixth-grade camp" is included in their job responsibilities.
- B. Teachers shall be permitted to exchange with other teachers at their site who wish to attend camp, for one or more days, with principal approval.
- C. Efforts will be made to accommodate teachers attending sixth grade camp who need access to personal vehicles, have health concerns, and/or family or professional growth responsibilities.
- D. When a sixth-grade staff member cannot attend camp, a staff meeting shall be held to determine who will attend. If more teachers volunteer than are needed, teachers with sixth grade students shall have priority

- E. Special Education aids may attend sixth grade camp in lieu of Special Education teachers when appropriate, and as determined by the site principal, in consultation with the District.
- F. Dates of camp shall be given to all staff members as soon as known.
- G. Unit members assigned to sixth grade camp shall receive a stipend as outlined in Appendix F.

#### 4.8 FALL INTERSESSION INTERVENTION PROGRAM

To ensure a successful intervention program for students, the La Mesa-Spring Valley Teachers Association and the District agree to the following:

- A. Identification and placement of students:
  - 1. The Learning Support Division will identify all eligible students with input from principals and teachers.
  - 2. Students who are in need of Tier 2 or Tier 3 interventions to master the essential standards will be selected.
  - 3. Class size shall be twelve to fifteen (12-15) students.
- B. Curriculum and lesson plans:
  - 1. The Learning Support Division shall provide self-contained school and self-contained/departmentalized school and a departmentalized school curriculum framework including a daily schedule outline, proposed essential standards, instructional strategies and available resources. The purpose of the framework is to provide structure and support for the teacher; the teacher may choose to modify lessons based on student needs.
  - 2. Teacher-generated lesson plans shall be based on California Standards Test data for English.
  - 3. Participating teachers shall complete daily lesson plans for the session and submit them to the site principal one week prior to the program beginning.
  - 4. The Learning Support Division shall provide curriculum for an interdisciplinary visual arts curriculum to be used one hour per day.
- C. Teacher Hours/Duties:
  - 1. The school day will be three hundred (300) minutes with a thirty (30)-minute duty free lunch for teachers.
  - 2. Teachers shall be responsible for including and supervising a twenty (20)-minute recess period for physical education activity each day. Teachers may partner with others to allow for personal restroom breaks, etc.
  - 3. Teachers shall be responsible for distributing lunch boxes to students and checking their names off a roster before students' lunch period at sites where there are no Child Nutrition Workers.
  - 4. Teachers shall be responsible for supervision before and/or after school as required for a safe campus.

5. A “lead teacher” shall be identified at each site. The lead teacher shall have responsibility for a class as well as assist with site-based issues. Additionally, District administrators or interns shall be available for support with discipline problems and other issues.

D. Assessment and Communication:

1. Teachers shall be responsible for communicating with parents via phone calls, email and notes as needed to support student success.
2. Teachers shall provide informal written student progress reports to parents, students’ regular core teachers and principal at the conclusion of Intersession. The Learning Support Division will provide a simple format/form for the progress reports.
3. Student progress shall be reported using a variety of measures including attendance, participation and work projects.
4. The District shall evaluate program effectiveness by attendance, student achievement data, and a survey of participating teachers, students and parents. The Learning Support Division shall provide the survey.
5. The District shall provide written communication to parents in their native language per the guidelines of Ed Code 45400-45404.

E. Staff Development:

1. Teachers shall be invited to participate in one-day staff development training on reading comprehension strategies. Substitute release time will be provided.
2. The Learning Support Division shall provide literature/research related to increasing reading comprehension.

F. Teacher Selection for Intersession:

1. Priority will be given in the following order:
  - a. Teacher of the student
  - b. Teacher at the grade level
  - c. Teacher from the school with appropriate experience and credentials
  - d. District teacher with the best match to the grade level and credential
  - e. Substitute teacher

In the event two (2) teachers are equally qualified, the teacher with the most District seniority will be selected.

## **ARTICLE 5.0: Employee Benefits**

### **5.1 HEALTH AND WELFARE BENEFITS**

The District agrees to maintain the medical, dental, and life insurance benefits program.

For active employees only, the District will pay thirty percent (30%) of dependent coverage. Such coverage is available for employees working fifty percent (50%) or more.

Due to the changes with both medical benefit providers all plans will have modifications to co-payments and coverage. Those benefit changes are outlined in *plan comparison sheets* provided to every employee and are included in the carrier master contracts available to employees on request.

#### **PART-TIME EMPLOYEES**

Employees working fifty percent (50%) or more (including shared contract) will receive the same medical, dental, and life insurance benefits as full-time employees. Employees receiving these benefits have work requirements (see Article 4.0). (Employees working less than fifty percent [50%] do not receive health and welfare benefits.)

### **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 a time as the retiree reaches age sixty-five (65) or becomes eligible for Medicare.
- 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 dependent's 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. 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.

### **5.3 PROVISIONS FOR REDUCED-TIME CERTIFICATED SERVICE**

- A. An employee having reached the age of fifty-five (55) prior to July 1 of the school year or term in which the reduction begins, and having completed ten (10) years of active service under the provisions of the State Teachers' Retirement System, of which five (5) years immediately preceding shall have been full-time in the District, shall be eligible for reduced-time service.
- B. Employees shall make full contribution to the retirement system as though working full-time. The District shall make full contribution to the retirement system on behalf of the employee as though he/she were working full-time. The employee shall receive pro rata his/her regular salary for the time service is rendered. He/she shall also receive full District benefits as though rendering full service.

- C. Employment status shall be approved for only one (1) year, subject to continuation but not exceeding five (5) years. Reduced service shall be defined as not less than half (1/2)-time on a daily od hourly basis.

#### 5.4 EXTENDED SCHOOL SERVICES

- A. Effective December 1, 2004, the District agrees to allow eligible employees free use, during employee work times, of Extended School Services (ESS), i.e., AM/PM care.
- B. This benefit extends only to employees whose child(ren) is/are enrolled in and attending La Mesa-Spring Valley schools.
- C. Employees with children enrolled in other school districts receive no cash benefit or payment for ESS services.
- D. This benefit is subject to continuation of a District-sponsored ESS program and the following criteria:
  - 1. Employees and their children must follow and adhere to ESS guidelines.
  - 2. Employees who work fifty percent (50%) or more of a full contract will qualify for free ESS.
  - 3. The enrolled child(ren) must be the child(ren) of an eligible employee or the eligible employee must be the legal guardian of the enrolled child(ren).
  - 4. The child(ren) must be an enrolled student(s) of the La Mesa-Spring Valley School District.
  - 5. In order to qualify for free ESS, qualified professional growth must be pre-approved by the teacher's supervisor or the Assistant Superintendent, Human Resources.
- E. Employees shall also have free access to ESS, subject to the criteria in 5.4.D above, at the following times:
  - 1. When employees are teaching intersession and/or summer school, for the duration of the time performing intersession/summer school duties.
  - 2. When employees are in professional growth related to the employee's assignment or a prospective future position with the District, while participating in such related studies. Determination of qualified professional growth shall be made by the employee's supervisor, or the Assistant Superintendent, Human Resources.
  - 3. During calendared work days of the school year.

## **ARTICLE 6.0: Salaries**

- 6.1 Each stipend and hourly rate shall receive the same percentage increase granted to the Class and Step of the salary schedule each year with the exception of the hourly rate which shall be calculated and applied one year in arrears; i.e., added at the start of the fiscal year after the settlement is approved.
- 6.2 Effective January 1, 2018, two percent (2%) shall be applied to all 2017-2018 certificated salary schedules.
- 6.3 Effective January 1, 2019, two percent (2%) shall be applied to all 2018-2019 certificated salary schedules.
- 6.4 Effective January 1, 2020, one percent (1%) shall be applied to all 2019-2020 certificated salary schedules.
- 6.5 Site Learning Days are structured as follows: eight (8), two (2)-hour days and one (1), one (1)-hour day (nine [9] SLD days total). This reflects the .56% increase to the salary schedules, effective July 1, 2015.

## **ARTICLE 7.0: Leave of Absence**

### **7.1 FULL-PAY LEAVE OF ABSENCE FOR ILLNESS OR INJURY**

Full-time employees shall be granted fully paid illness and/or injury leave as follows:

- A. At the beginning of each school year, the employee shall be credited with ten (10) days of leave for illness or injury, or pro rata that amount to be computed on one (1) day for every eighteen (18) days of service and credited to those employees working less than a regular school work year or more than a regular full school work year.
- B. Earned but unused full pay leave which accumulates from year-to-year may be transferable as provided by law.
- C. Leave taken in half-day increments shall be as follows: a half day is defined as 3.5 hours. Typically, that time will be taken either counting upwards from the beginning of the school day or downwards from the conclusion of the school day. A bargaining unit employee with prior arrangement of the particular substitute, may arrange for 3.5 hours of coverage to occur during any time of a work day. Each employee is responsible to schedule this directly with the substitute and communicate this to Human Resources.

### **7.2 EXTENDED LEAVE FOR ILLNESS OR INJURY**

If an employee has utilized all accumulated sick leave and is still absent from duties, the employee is entitled to a leave of absence for illness or injury for up to five (5) months. Compensation for such leave shall be at the difference between his/her pay and the cost of a substitute, whether or not a substitute is used. Only one (1) entitlement of differential pay shall be allowed for any single and continuous absence that extends into the next school year. Part-time employees shall be entitled to a pro rata of this benefit.

### **7.3 VERIFICATION OF ILLNESS OR INJURY**

The Assistant Superintendent, Human Resources or his/her designee, may require an employee to provide written verification from his/her physician stating the reason for the employee's absence. Such verification normally would be required only after five (5) consecutive days absence or at any other time deemed essential to the District to carrying out its responsibilities. Any employee returning from serious illness or injury must submit a doctor's statement indicating that the employee is recovered sufficiently to return to work.

### **7.4 JURY AND/OR WITNESS LEAVE**

- A. An employee called for jury duty in the manner prescribed by law or required to appear in court, other than as a litigant, or to appear as a witness in a court, when subpoenaed by proper authority, or in response to an official order from another government jurisdiction, shall be granted leave. Such leave is without loss of salary.
- B. The District and the Association recognize that whenever possible employees should postpone jury duty. Employees who have been called for jury duty during the contract year may voluntarily postpone jury duty from a work day to a nonwork day. The substitute daily rate of pay will be paid to employees who postpone jury duty.

### **7.5 PERSONAL LEAVE**

A maximum of ten (10) personal days may be used from available sick leave per year. No more than five (5) consecutive days may be taken without prior approval from the Human Resources department. Approval will be granted in order of arrival in the Human Resources department. Not more than ten percent



(10%) of the employees from any one site will be approved on any one day. Per Article 4, these days cannot be used on staff development or CSR training days. When possible, staff will notify site administration of the use of upcoming personal days.

#### 7.6 PERSONAL NECESSITY LEAVE

- A. During any school year an employee may use accumulative sick leave benefits in the following cases of personal emergency. The District-provided form for verification of personal necessity leave shall be forwarded, within ten (10) days after the absence, to the Assistant Superintendent, Human Resources, for approval.
  - 1. Death, or serious illness of a member of his/her immediate family. (Immediate family: mother, father, sister, brother, daughter, son, grandmother, grandfather, grandchild of the employee or of the spouse of the employee; the spouse or step-relative of the employee; any dependent relative; or any person living in the immediate household of the employee.) Verification of relationship may be required.
  - 2. Serious or critical illness of a member of the immediate family, calling for the services of a physician and verified by the physician's statement, and of such an emergency nature that the immediate presence of the employee is required during his/her work day.
  - 3. Accident involving his/her person or property, or the person or property of a member of his/her immediate family of such an emergency nature that the immediate presence of the employee is required during his/her work day.
- B. During any school year an employee may use no more than seven (7) days of accumulative sick leave benefits in the following cases of personal emergency, (Education Code, Section 44981). The District-provided form for verification of personal necessity leave shall be forwarded, within ten (10) days after the absence, to the Assistant Superintendent, Human Resources, for approval.
  - 1. Appearance in court as a litigant or as a witness under an official order with pay up to the difference between the employee's regular pay and any amount he/she receives as a fee. The employee shall return to work when it is not necessary for him/her to be absent for the entire day.
  - 2. One (1) day for funeral attendance for other than immediate family.
  - 3. Other reasons of an emergency nature, subject to verification and approval by the Assistant Superintendent, Human Resources, at least five (5) days in advance, wherein possible.

#### 7.7 PREGNANCY AND DISABILITY LEAVE

Employees may use accumulated illness/injury leave and extended illness leave as set forth in this Article for disabilities caused or contributed to by pregnancy, miscarriage, or childbirth and recovery therefrom.

- A. The length of such disability leave, including commencement and conclusion dates, shall be determined by the employee upon the advice of her physician or practitioner.
- B. The District shall provide for leave up to six (6) weeks for a vaginal delivery and up to eight (8) weeks for a cesarean delivery.
- C. The employee may be required to file a statement, completed by her physician or practitioner, stating estimated date of delivery and estimated date she can perform her assigned duties.

- D. If an employee has exhausted all paid leave available under this section and continues to be absent on account of serious health condition, the employee may request to take unpaid leave pursuant to the federal Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA), or, if the employee is ineligible for FMLA/CFRA leave, unpaid leave pursuant to section 7.11 may apply.

7.8 CHILD REARING LEAVE

A leave of absence shall be granted to a member without pay for the purpose of caring for his/her natural or adopted child. Such leave shall normally be for one year or the balance of the year after the birth of the child. Child rearing leave may exceed one (1) year, for a two (2)-year maximum.

7.9 PARENTAL LEAVE

Three (3) days of prenatal leave shall be granted, without loss of salary, or other leave, to an employee when imminent birth, time of birth, or placement of adopted child requires that the employee be absent from his/her assignment. Verification from proper authority may be required. One (1) additional day may be accorded upon verification that complications to delivery necessitated the presence of the employee.

7.10 BEREVEAMENT LEAVE

- A. An employee shall be granted leave of absence, with pay, not to exceed five (5) days per occurrence. Said leave shall be granted only in the event of death of members of the immediate family. (Immediate family: mother, father, sister, brother, daughter, son, grandmother, grandfather, grandchild of the employee or of the spouse of the employee; the spouse or step relative of the employee; any dependent relative; or any person living in the immediate household of the employee.) verification of relationship may be required.
- B. In the event of death of an employee at a given school site during the school year and upon request of a majority of the employees of that site, wherein possible, a minimum day may be declared to allow attendance at the funeral and/or memorial service of the deceased.

7.11 LEAVE WITHOUT PAY

- A. Leave of absence, without pay, may be granted to permanent employees up to one (1) school year with an extension of up to one (1) year. Generally, one (1) year is the maximum term in which a leave of absence without pay may be granted.
- B. Leave may be granted for the following purposes, with prior approval required:
1. Advance Study  
A specific program of such study shall be outlined in detail at the time of the request.
  2. Travel  
An itinerary and detailed plan for specific professional growth as a result of the travel must be submitted with the request.
  3. Ill Health  
Must be properly verified by a physician or other practitioner with a recommendation for the specific purpose of recuperation and/or regaining health of self or of a member of the immediate family.
  4. Employment Outside the District  
May be for the purpose of acquiring relevant teaching, supervisory, and/or administrative experience, or other type of position according to merit.
  5. Miscellaneous  
For reasons not included above that may be approved by the Board.

- C. Employees returning from leave must comply with District requirements by notification, whenever possible, of their intentions at least ninety (90) calendar days prior to the date they would return to service. All requests for leave must be submitted, whenever possible, forty-five (45) days prior to the beginning of such leave.
- D. Employees on unpaid leave may elect to be retained on the District group insurance plans by payment of their own premiums via the District. Such premiums are to be paid in advance, semiannually. Also, available to all employees during authorized leaves of absence shall be the right of conversion to the private insurance plans as offered by the District group insurance carriers. Payment of the premiums under the conversion option is the responsibility of the employee.

#### 7.12 PROFESSIONAL GROWTH LEAVE

The District and the Association agree to suspend Article 7, Section 7.12 Professional Growth Leave, until such time it is jointly determined that sufficient District funding is available to support this leave.

- A. Professional growth leave (hereinafter referred to as P.G.L.) of one (1) semester or one (1) year may be granted to qualified employees in accordance with the following conditions:
  - 1. Completion of seven (7) consecutive years of service in the District:
    - a. A year of service shall be deemed one wherein the employee has been employed by the District for seventy-five percent (75%) or more of the work days in a full work. Year.
    - b. Continuity shall not be broken by a one (1)-year leave for service under a fellowship for research, teaching or lecturing.
  - 2. A P.G.L. to begin within four (4) years of the applicant's retirement date shall not be approved.
  - 3. P.G.L. shall not be accumulative.
  - 4. All qualified employees shall be eligible for consideration of P.G.L. according to the above criteria. The number of employees on P.G.L. shall not exceed one percent (1%) of the Bargaining Unit employees.
  - 5. Application for P.G.L. shall be submitted to the employee's immediate supervisor who shall forward the same to the Superintendent and P.G.L. committee prior to April 1 of the year preceding the school year for which leave is desired.
- B. P.G.L. shall be granted by the Board upon recommendation of the P.G.L. committee:
  - 1. The P.G.L. committee shall consist of nine (9) members:
    - a. The superintendent, or his designee, and two (2) persons from the Management Team appointed by the Superintendent;
    - b. Six (6) employees shall serve on the P.G.L. committee, selected from a list submitted to the Superintendent by the president of the exclusive representation organization.
  - 2. Parties shall serve for an alternating three (3)-year period.
- C. P.G.L. applications shall be judged in accordance with the following criteria:
  - 1. Relative merits of program to be undertaken;
  - 2. Number of previous P.G.L., if any;
  - 3. Reasonable distribution of leaves among grade levels and subject area of competency;
  - 4. Seniority with District.
- D. An applicant shall submit a statement of the program he/she proposes to follow while on P.G.L. P.G.L. may be for study (12 units per semester minimum) or for travel/study. (Travel status shall be maintained four months each semester.) P.G.L. for study/travel shall require work to be accomplished.

- E. The P.G.L. committee shall review and make recommendations as to all P.G.L. applications. Applications, along with the committee's recommendations, shall be submitted to the Superintendent. The Superintendent shall submit same to the Board, accompanied by his/her recommendations.
- F. Obligations of an employee granted P.G.L.:
  - 1. An employee granted a P.G.L. for one year shall agree to return to the service of the District for a two (2)-year period; or for one year of service for a semester of P.G.L. Reinstatement shall be in the same or equivalent position held by him/her at the time of granting the P.G.L.
  - 2. Upon completion of the P.G.L. and within sixty (60) days of the employee's return to duty, he/she shall submit one of the following to the Superintendent for approval:
    - a. Official transcripts of records of in-residence study;
    - b. A written report of study on a special program or research project;
    - c. A written report setting forth results of the study trip;
    - d. Submission of evidence of how this experience will benefit the pupils of the District.
  - 3. An employee returning from P.G.L. shall be expected to report his/her experiences to community groups, if and when appropriate.
- G. Compensation while on P.G.L.:
  - 1. An employee on P.G.L. shall receive fifty percent (50%) salary based on his/her position on the certificated employees' salary schedule.
  - 2. An employee on P.G.L. shall produce a suitable bond indemnifying the Board against loss in the event the employee fails to return or fails to render service following the leave as specified in 7.11.F.1 above.
  - 3. Retirement deductions shall be made in proportion to the salary received.
  - 4. Employees shall be retained on District group insurance plan with fifty percent (50%) paid by the District.
- H. Additional P.G.L. provisions:
  - 1. P.G.L. shall be considered as time in service in the District for salary schedule and retirement purposes.
  - 2. In the event illness or injury prevents the employee from completing purposes of the leave, the P.G.L. shall be terminated and all provisions of sick leave shall apply. In the event of the employee's death, no repayment of salary shall be required of the employee's estate.
  - 3. Should a postponement or cancellation of the P.G.L. be required, the employee shall immediately notify the Superintendent. The employee shall be reinstated in a position similar to the one held at the time the leave was granted. If no vacancy is available, the employee shall be placed on unpaid leave until the first vacancy for which the employee is qualified becomes available. An employee so affected shall be given first priority to substitute if he/she so desires.
  - 4. In all matters not herein mentioned, the Education Code shall govern P.G.L., and all amendments thereto affecting P.G.L. shall become part of these provisions.

#### 7.13 PERSONAL LEAVE – DEVIATION FROM NORMAL WORKDAY

The site administrator may authorize a deviation from the regular work day in individual cases, where a partial day is needed to handle a personal matter, if suitable arrangements, facilitated by the site administrator, can be made to cover the employee's class. In the case of denial, the employee may appeal to the Superintendent, Human Resources, who shall evaluate said request on its merits.

#### 7.14 INDUSTRIAL ACCIDENT AND ILLNESS LEAVE

Employees shall be covered by the provisions of industrial accident and illness leaves, in accordance with provisions of Education Code Section 45192, which include the following:

- A. Allowable leave shall be for not less than sixty (60) days during which the schools for the District are required to be in session or when the employee would otherwise have been performing work for the District. The employee may be required to provide verification of such illness or injury from his/her personal physician.
- B. Allowable leave shall not be accumulative from year to year.
- C. Industrial accident or illness leave will commence on the first day of absence.
- D. Payment for wages lost on any day shall not, when added to an award granted the employee under the workers' compensation laws of this state, exceed the normal wage for the day.
- E. Industrial accident leave will be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under workers' compensation.
- F. When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred for the same illness or injury.
- G. When entitlement to industrial accident or illness leave have been exhausted, entitlement to other sick leave will then be used; but if an employee is receiving workers' compensation, he/she shall be entitled to use only as much of his/her accumulated or available sick leave, accumulated compensatory time, vacation, or other available leave as will provide for a full day's wage or salary when added to the workers' compensation award.
- H. An employee who has sustained a job-related injury or illness shall report the injury or illness to the immediate supervisor on the District's accident and report form. Claims must be submitted by the employee as soon as possible.

#### 7.15 STATE AND FEDERAL MEDICAL LEAVE ACTS

The provisions under Sections 7.5 through 7.8 and 7.10 shall comply with the California Family Rights and federal Family and Medical Leave Acts (FMLA) of 1993. To the extent that contract provisions provide greater family or medical leave benefits, those benefits shall not be diminished.

#### 7.16 FAMILY SCHOOL PARTNERSHIP ACT LEAVE

Unit members shall be granted use of this leave consistent with the language of the Legislation.

#### 7.17 CATASTROPHIC LEAVE CONTRIBUTIONS

- A. Purpose  
The purpose of the Catastrophic Leave Bank is to create a bank of sick leave days from which eligible Unit members may apply for additional sick days when they or their family members are suffering from a catastrophic illness or injury.
- B. Authorization  
Section 44043.5 of the California Education Code authorizes the governing boards of school districts to establish a catastrophic leave program to permit employees to donate eligible leave credits as defined below.
- C. Establishment

The District shall establish a Catastrophic/Calamitous Leave Bank to which all Unit members may donate earned and unused sick days.

D. Definitions

1. Catastrophic illness or injury: An injury or illness that is expected to incapacitate the Unit member or member of his/her family for an extended time (in excess of thirty [30] days), and which causes the Unit member to exhaust all fully paid leave. Maternity and/or childcare leaves shall be considered catastrophic only if qualified as defined.
2. Calamitous event: An event of a significant nature such as flood, fire, earthquake, the death of an immediate family member, etc.
3. Eligible leave credits: Sick leave accrued to the donating Unit member.
4. Donation, deposit, contribution: These terms are interchangeable for the purposes of this article.

E. Catastrophic/Calamitous Leave Bank Committee

The joint Association/District Catastrophic Leave Bank Committee shall consist of four (4) members. Two (2) will be appointed by the Association, and two (2) will be from the District Cabinet. A quorum shall exist when three (3) members are present for the meeting. The Chair of the committee shall be an Association member. Approval of leave shall be by majority vote of the committee.

1. The committee shall be responsible for approving or denying requests for withdrawal from the Bank, and shall communicate the decision in writing to the requesting Unit member and the Human Resource department who, in turn, shall notify the Payroll office within five (5) work days of receipt of the request.
2. The committee shall consider the number of day requested, the number of Unit members requesting withdrawals, and the status of the credits remaining.
3. All records and information obtained by the committee that relate to the Unit member's health, family, or employment status shall remain confidential.
4. If the Bank does not have sufficient days to meet projected needs of Unit members, the committee shall solicit contributions.
5. Unit members who have been denied leave may amend and resubmit the request one (1) time.

F. District Responsibilities

Upon receipt of donation and/or withdrawal requests, the District shall:

1. Verify the Unit member's sick leave and notify the committee;
2. Transfer credits and notify in writing the Unit member and the committee;
3. Provide the committee with the Unit member's paid leave and days remaining;
4. Provide the committee with the balance of credits remaining in the Bank.

G. Eligibility

1. Use of this Bank shall be available to all Unit members who have made a donation of at least one (1) day to the Bank. Exemptions to this restriction shall be any member who was absent due to an approved catastrophic illness or calamitous event allowed under this article at the time of open enrollment.
2. Without having to donate to the Bank, teachers new to the profession shall be automatically eligible to use this bank during their first two (2) years of service.
3. To access the Catastrophic or Calamitous Leave Bank as stipulated in Education Code 44043.5, employees must exhaust all sick leave or other paid time off.
4. Unit members who elect not to join the Bank upon first becoming eligible have a waiting period of thirty (30) days after contributing to the Bank before becoming eligible.

H. Donations

1. All donations made by Unit members shall be voluntary and are irrevocable. There will be two open enrollment periods; a four-week period during the month of September and a second, two-week period during May or June. Contributions shall be donated by the end of the District open enrollment period. At the beginning of the donation period, the Human Resources department shall send to each Unit member a notice outlining the Bank and a Bank donation form.
2. Following the initial inception of the Bank, the Human Resources department shall solicit donations as soon as possible to allow for an initial bank of days to be created immediately.
3. Unit members may contribute a maximum of five (5) days in any one year. Donations of less than one (1) day will not be accepted.
4. A donation to the Bank shall be a general donation, and shall not be donated to a specific Unit member for his/her exclusive use.
5. All donations are irrevocable, and the Unit member waives any right to leave credits she/he may have donated except as stated in this article.

I. Use of Leave Bank

1. Eligible Unit members who suffer catastrophic illness or injury as defined herein may request withdrawal of leave credits from the Bank under the following terms:
  - a. They have made a contribution to the Bank.
  - b. Written verification of the catastrophic illness or injury by a medical doctor.
  - c. Request for a specific number of days.
2. Eligible Unit members who suffer a calamitous event as defined herein may request withdrawal of leave credits from the Bank under the following terms:
  - a. They have made a contribution to the Bank.

- b. They have provided written verification of the calamitous event.
  - c. Request for a specific number for days.
- 3. When appropriate for catastrophic leave requests, Payroll must verify the Unit member requesting the withdrawal has exhausted all fully paid sick leave, or the date when this will occur. The Chair of the committee shall convene a meeting as soon as possible to consider the withdrawal request.
- 4. Withdrawals for catastrophic illness may be granted in units of no more than ten (10) days. Participants may request extensions or additional days as their grants expire. The maximum withdrawal of leave credits for a Unit member per event shall not exceed eighty (80) days.
- 5. Withdrawals for calamitous events may be granted in units of no more than ten (10) days. The maximum withdrawal of leave credits for a Unit member in a given fiscal year shall not exceed ten (10) days. Unit members must use days granted within one (1) year of the calamitous event.
- 6. All information shall be confidential.
- 7. Any days approved by the committee that are not used by the Unit members shall be returned to the Bank.
- 8. Days shall be donated and withdrawn from the Bank without regard to the daily rate of pay of the Unit member. Unit members using days from the Bank shall receive pay for that day at their daily rate of pay.
- 9. If the committee has insufficient days to fund a withdrawal request, neither the committee nor the District shall be under any obligation to pay the Unit member.
- 10. If the committee denies a request for the withdrawal, the Unit member making the request shall be notified in writing of the reason for the denial.
- 11. All decisions of the committee shall be final and not subject to appeal or grievance.



## **Article 8.0: Evaluation**

### **8.1 RESPONSIBILITY FOR EVALUATION OF EMPLOYEES RESTS WITH THE ON-SITE ADMINISTRATOR**

- A. Evaluation of each employee shall be conducted by only one (1) designated administrator.
- B. Employees, including support services personnel, assigned to more than one site, shall be evaluated by the technical supervisor assigned by the Superintendent, Human Resources. (Employees with multiple assignments who serve three [3] days or more per week at one site shall be evaluated by the site administrator.) in those instances where there is a large evaluation load by a technical supervisor, the Assistant Superintendent, Human Resources, may assign a site administrator from one of the employee's assigned sites to perform evaluations. Assistance may be utilized from site administrators of the sites being served and/or the appropriate technical supervisor, when applicable.
- C. It shall be the responsibility of the Assistant Superintendent, human Resources, to:
  - 1. Oversee and facilitate the Districtwide process of evaluating employees.
  - 2. Act as a resource to the administrative head and technical supervisor of each educational unit.

### **8.2 COMPONENTS OF EVALUATION**

- A. Each employee shall be evaluated on his/her assignment as to:
  - 1. Student progress as determined by the content and performance standards prescribed by the Board.
  - 2. The establishment and maintenance of a suitable learning environment within the scope of the employee's responsibilities.
  - 3. Performance of those non-instructional duties and responsibilities, including supervisory, advisory, and participatory, related to those instructional services delineated in Section 4.1.C.1 of this document.
  - 4. The instructional techniques and strategies used by the employee.
  - 5. The employee's adherence to curricular objectives.
  - 6. See Appendix G for evaluation forms currently in use.
- B. In order to achieve a fair and accurate evaluation, the employee shall have the opportunity to state the conditions that have an effect on the expected student progress. All factors of evaluation shall be uniformly applied throughout the District.

### **8.3 EVALUATION PROCEDURES**

- A. The evaluator and the employee shall meet for a pre-evaluation conference no later than October 10 to review specific goals and objectives additional to those listed in 8.2A above. Moreover, at the pre-evaluation conference the evaluator shall discuss the evaluation forms and the procedure set forth in this Section to be used in the evaluation. The evaluator and the employee shall attempt to reach agreement on the specific goals and objectives. In the event the evaluator and the employee do not reach mutual agreement on the employee's specific goals and objectives, the evaluator shall have the right to make decisions on such goals and objectives. The employee may attach a written statement, within ten (10) days of the meeting, indicating his/her disagreement with the specific goals and objectives. The employee may

include any goals or objectives he/she wishes to pursue during the school year, in addition to those already established as a result of the above process.

- B. The employee or evaluator may request a specific time for an observation. For purposes of evaluation, the evaluator shall conduct at least one observation of no less than a full lesson or of no less than thirty (30) consecutive minutes, unless otherwise agreed upon. Following the observation and in the event the evaluator intends to recommend improvements, a post-observation conference shall take place within five (5) working days of the observation and shall include specific recommendations for improvement.
- C. Evaluation and assessment made pursuant to this procedure shall be reduced to writing and a copy thereof shall be transmitted to the employee in accordance with the following schedule:

- 1. First-year probationary employees and temporary employees shall be evaluated twice during the school year. The first evaluation shall be transmitted no later than 120 work days before the last school day scheduled on the school calendar and the second evaluation no later than sixty (60) work days before the last school day scheduled on the school calendar.

First-year probationary and temporary employees hired after October 1, shall be evaluated on a modified schedule as determined by site principal, employee and approved by the Assistant Superintendent, Human Resources. Pre-evaluation conferences shall be completed within ten (10) days of employment.

- 2. Second-year probationary employees shall receive a regular evaluation once a year no later than sixty (60) work days before the last school day scheduled on the school calendar.
- 3. Permanent employees shall receive a regular evaluation every two (2) years unless the employee has received an unsatisfactory evaluation, in which case the District shall evaluate the employee annually until he/she achieves a positive evaluation. The evaluation shall be transmitted no later than sixty (60) work days before the last day of school scheduled on the school calendar.
- 4. Permanent teachers who have been employed at least ten (10) years with the District, are highly qualified as defined under "No Child Left Behind," and whose previous evaluations indicate the teacher meets or exceeds standards, may be evaluated every five (5) years. For such to occur, the evaluator and employee must agree to the five-year term. The employee will then be evaluated in the sixth year and may be placed on another five-year term subsequent to that evaluation.
- 5. Permanent teachers who have consistently exceeded performance expectations and meet the criteria set forth in Article 8.7 may be evaluated under the Alternative Evaluation program. Criteria and qualifications for the Alternative Evaluation program are outlined in Article 8.7 below.
- 6. To ensure the continuous instructional focus in non-evaluation years we agree:
  - a. In non-evaluative years, the Administrator may meet with any employee to talk about the employee's focus for the year.
  - b. The Administrator may take notes during the discussion.
  - c. Nothing in this conversation may be used in an evaluative manner.
- 7. The District and Association agree that improvement to the instructional program, including curriculum, assessment and instruction is critical for our continued success and increased student achievement. We also support and believe in the work of Professional Learning Communities and a culture of collaboration.

- D. Evaluation and assessment of the performance of each employee shall include specific recommendations, if necessary, as to areas of improvement in the performance of the employee. The evaluator, as defined in Section 8.1, A and B, is responsible for monitoring employee performance. In the event an employee is not performing his or her duties in a satisfactory manner according to the components set forth in 8.2.A, the evaluator shall notify the employee in writing of such fact and describe such unsatisfactory performance. The evaluator shall thereafter confer with the employee, making specific recommendations as to areas of improvement in the employee's performance and endeavor to assist the employee in such performance.
- E. Modifications in the performance objectives for the year may occur at any time conditions warrant, by mutual consent.
- F. Additional evaluation(s) may be conducted at any time. In the event as additional evaluation(s) is required, the teacher will be informed that such an evaluation(s) is to occur. For additional evaluations, the evaluator shall conduct at least one observation of no less than a full lesson or of no less than thirty (30) consecutive minutes, unless otherwise agreed upon by the employee and evaluator. The regular evaluation form shall be utilized.
- G. Nothing in this Article shall be construed as limiting the evaluator's right to submit letters of commendation, statements of concern, reports on job performance, or incident reports, and placing them in the employee's personnel file. The employee has the right to respond to those reports in writing. Nothing in this Article shall be construed as limiting the frequency or length of visitations or observations by the evaluator (other than the one observation of no less than a full lesson or of no less than thirty (30) consecutive minutes that is required under B and F above).

#### 8.4 EVALUATION REPORTS

- A. Evaluation reports shall be signed by the employee within five (5) working days of the conference with the evaluator. One (1) copy of the report is to be retained by the employee, one (1) by the evaluator, and one (1) submitted to the Human Resources department for inclusion in the employee's personnel record. The employee may submit a written statement indicating his/her disagreement; such shall be attached to the evaluation report.
- B. It is understood that no evaluation document or report shall become a part of the record of any employee without his/her having seen material and received a copy thereof.
- C. An employee's personnel record is available for review, exclusive of pre-employment information, during normal business hours. A copy of any material, exclusive of pre-employment, shall be furnished to the employee upon request. If any material is found to be inaccurate, inappropriate, or hearsay, it shall be removed.

#### 8.5 PUBLIC CHARGES

- A. Any citizen, parent, staff member, or student complaint about an employee shall not, in and of itself, constitute grounds for a negative evaluation. Such complaints regarding an employee, if to be pursued by the administration or determined to be of credence warranting further investigation, shall be placed in writing (see Appendix H1 and H2) and given to the employee within five (5) working days of receipt of the written complaint. At that time, the employee will be given the right of full involvement and written rebuttal to such charges and, if requested, provided the opportunity for a conference with the complainant and appropriate administrator with representation from the Association at the employee's request. If the complainant refuses to participate in said process, or fails to appear at the conference, all charges shall be

dropped and no further action will be taken in this matter unless investigation has established facts which should be pursued. Release time for processing said complaints shall be granted to involve employees.

- B. The District shall not dismiss or refuse to reemploy an employee solely on the basis of allegations or unproven charges as leveled by citizen, parent, staff member, or student complaints.

#### 8.6 OTHER PROVISIONS

- A. Evaluation of an employee, as set forth herein, shall be free from any discriminatory action on the part of either the evaluator or employee. Race, color, ancestry, national origin, nationality, ethnic group, identification, ethnicity, age, religion, marital or parental status, disability, sex, sexual orientation, gender, gender identity, gender expression or association with a person or group with one or more of these actual or perceived characteristics, political affiliation, domicile, physical handicap, membership in an employee organization, or participation in the activities of any employee organization shall not be appropriate subjects for any employee evaluation.
- B. An employee's personal, political, and organizational activities or preferences shall not be appropriate subjects of any employee evaluation.
- C. Use of materials, ideas, and positions deemed to be controversial are to be used within the provisions of District-established guidelines and provisions of the Education Code.
- D. As it applies to this Article, grievance procedure of this Agreement applies only to the processes of evaluation as set forth above.
- E. The evaluation sequence for employees who are transferred shall be uninterrupted unless the previous year's evaluation contained an "Unsatisfactory" rating on the evaluation form.

#### 8.7 ALTERNATIVE EVALUATION

- A. Teachers who have consistently exceeded performance expectations and meet the criteria set for the below may be evaluated using the "alternative evaluation" procedure in lieu of the normal evaluation process set forth in Article 8.3. The alternative evaluation shall have as its focus mutually agreed upon objective or objectives that see to improve the instructional program of the classroom, site, and/or District. Additional objectives may be established at the mutual consent of the principal and teacher. Should the principal and teacher not agree on the objective(s), the alternative evaluation process will terminate and the evaluation shall revert to the normal evaluation sequence as set forth in Article 8.3.
  - 1. An employee shall be eligible for the alternative evaluation process after seven (7) years teaching experience, five (5) of which have been in the District.
  - 2. The teacher and the principal must both consent to the implementation of the alternative evaluation process in lieu of the normal Article 8.3 evaluation process.
  - 3. During the alternative evaluation, on-going communication shall occur between the administrator and the employee regarding progress toward the stated objective(s). a formal process check shall occur in the month of January. Should it be determined either by the principal or the employee that the objective for the alternative evaluation is not appropriate or sufficient or that the progress has not been as anticipated, either party may terminate the alternative evaluation process. At that point the employee shall revert to the regular evaluation procedures, either in the current year or in the subsequent year.

4. During the alternative evaluation the administrator retains the right to issue a supplemental evaluation should teacher performance so require.
5. Certificated employees performing at an exemplary level may be evaluated using the alternative evaluation process each time as evaluation is required should the employee and administrator agree to do so.
6. Alternative evaluations may be used for employees seeking National Board certification. Such employees shall not be required to submit an objective in recognition that the National Board certification shall constitute the alternative evaluation. The foregoing may be used in only one evaluation cycle.
7. Administrative changes shall not negate the alternative evaluation process. The new administrator to a site shall continue the alternative evaluation with the employee engaged in the process.
8. Up to twenty-five percent (25%) of the employees per school site may participate in the alternative evaluation process each year.
9. The alternative evaluation shall not be used where a principal has not had three (3) years administrative experience at a school site.

## **ARTICLE 9.0: Transfers-Reassignments**

### **9.1.1 GUIDING PRINCIPLES**

We believe there is a responsibility to serve and understand all student populations within the District, to achieve common goals linked to learning, and to strengthen Professional Learning Communities. Federal and state mandates may also require the District to balance staffs. The transfer and reassignment process is one way these responsibilities can be met.

This process needs to be embraced by all employees. Consequently, a transfer, or reassignment, should be viewed as an opportunity to expand one's horizons, to work with diverse populations, and to experience the positive climate and culture of every area of the District. Therefore, we believe each employee should voluntarily seek transfer throughout his or her career. In addition, the District and Association believe movement that enhances the overall function of specific Professional Learning Communities should be given special consideration. The transfer or reassignment process must occur in a fair and equitable manner. Furthermore, there should also be some consideration of the individual needs of the employee.

### **9.2 DEFINITIONS**

- A. Bargaining unit employees (BUE) are employees of the District and not of any particular assignment and/or physical location.
- B. Transfer is defined as "Movement from one location (site) to another within the District."
- C. Reassignment is defined as "A change of responsibilities, grade level, subject matter area, or specialist area at the same site or another site, in accordance with the employee's experience, training/education, and credential status."
- D. Vacant positions are those created as a result of a transfer, reassignment, retirement, resignation, dismissal, and/or newly-created position approved by the Board. A vacancy may also result from an increase in positions needed.

### **9.3 DISTRICT-INITIATED TRANSFER**

- A. Upon recommendation to and approval by the Superintendent or his/her designee, district-initiated transfers shall be made when determined to be desirable and in the best interest of the District.
- B. Common reasons for district-initiated transfers include, but are not limited to:
  - 1. Balance 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 transfers, the District shall utilize the following process and criteria:
  - 1. The District shall solicit qualified volunteers.

- a. In effectuating all transfers, 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 voluntary transferee is not chosen to fill an available position, the District shall provide, upon request, written rationale for not fulfilling the transfer request.
2. District-initiated transfer 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. To the extent possible, an employee who receives a district-initiated transfer shall not be required to change his/her basic area of instruction, e.g., primary to intermediate.
5. The employee shall be consulted for input with opportunity to discuss a proposed transfer with the responsible administrator. The employee shall have the right to request and receive written reasons for the proposed transfer.
6. The District shall give consideration to the employee's preference(s).
7. The District will attempt to apply the above elements in an equitable manner when there are two or more potential transferees. If the potential transferees rank equally when the above criteria are applied, the applicant with the least number of transfers within the last ten (10) years shall be moved first. If the potential transferees still rank equally then the person with the greatest length of service in the District shall be given the option of receiving the transfer.
8. Except by mutual agreement, no employee may be transferred more than once every two (2) years. The exception to this would be transfers necessitated by declining enrollment or change in programs offered when no other person could be transferred.
9. An employee receiving an involuntary transfer may request a meeting with the Assistant Superintendent, Human Resources, at which time he/she shall be notified of the reason for said transfer. The employee may have an Association representative present at such meeting.
10. Upon receipt of notice to transfer, an employee may file a non-rescindable letter of retirement. The retirement must become effective within the current year, or no more than two (2) work years thereafter. Upon receipt of this letter, the employee will be exempted from the district-initiated transfer unless no other employee could be transferred.
11. The final decision shall be made by the Assistant Superintendent, Human Resources.

**D. Assistance/Support**

1. The District shall provide assistance with the transporting of supplies and equipment for the employee as outlined in the Transferring Teacher Handbook.
2. Employees who are involuntarily transferred after the work year has begun, shall be granted upon request up to three (3) school days release time to effect the change.
3. Release time will not be provided for assignments that will take effect in the following work year.

E. Return Rights

In the event a vacancy occurs the following year in a school from which an employee has been involuntarily transferred due to a reduction in enrollment, and that employee meets the qualifications to fill the vacancy, he/she will be given first consideration.

9.4 EMPLOYEE-INITIATED TRANSFER

A. A permanent employee may request a transfer to any position for which the employee is qualified, whether or not the position is posted.

B. Posting of Vacancies:

1. On the nearest working day to April 22, May 15, June 10, and July 7, the District shall make known all anticipated certificated vacancies available for the forthcoming year.
2. For vacancies that may occur at a site prior to July 7, those employees having a transfer request on file for that site shall be notified and given consideration for transfer as outlined in 9.4.C.
3. The posting for each vacancy shall reveal:
  - a. The work location, grade level and/or subject matter requirement.
  - b. Credential and Highly Qualified Teacher status requirements.
  - c. Specific or unique qualifications; duties; and responsibilities as may be required.
4. All notices of vacancies shall be posted adjacent to the school sign-in sheet.
5. A copy of every vacancy shall be forwarded to the Association office.

C. Employee-Initiated Transfer: Classroom Positions:

1. An employee's request for transfer may be submitted in writing at any time or submitted on the prescribed form no later than March 15 of any given year.
2. Any request for transfer which results from a posting shall be submitted within the time frame stipulated in the posting.
3. When possible, notice of transfer or probability of same shall be made before the last working day of the school year.
4. The granting of requests will be based on the criteria/process listed below:
  - a. Except by mutual agreement, no employee may be transferred more than once every two (2) years. The exception to this would be transfers necessitated by declining enrollment or change in programs offered when no other person could be transferred.
  - b. Decisions on employee-initiated transfers shall not be made for arbitrary, capricious, or punitive reasons.



- c. 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).
- d. The employee shall be consulted for input with opportunity to discuss a proposed transfer with the Assistant Superintendent, Human Resources, or designee.
- e. The District shall give consideration to the employee's preference(s).
- f. The District will attempt to apply the above elements in an equitable manner when there are two (20 or more potential transferees. If the potential transferees rank equally when the above criteria are applied, the applicant with the least number of transfers within the last ten (10) years shall be moved first. If the potential transferees still rank equally, then the person with the greatest length of service in the District shall be given the option of receiving the transfer.
- g. The final decision shall be made by the Assistant Superintendent, Human Resources.
- h. Employees who have requested a transfer shall have the right to request and receive a written response from the Assistant Superintendent, Human Resources, if, after participating in the transfer process, the transfer is denied.

D. Employee-Initiated Transfer: Out-of-classroom Positions:

- 1. An employee may request a transfer to an out-of-classroom assignment for which the employee is qualified.
- 2. An out-of-classroom assignment could include, but is not limited to, the following positions:  
  - Curriculum resource teacher
  - Counselor
  - Resource teacher at a site
  - Dean of students
- 3. Such positions may be posted at any time.
- 4. An employee who wishes to be interviewed for posted positions must submit a declaration of interest as specified on the posting notice.
- 5. Employees having submitted a declaration of interest shall be considered for the position. In the event the employee is qualified for the position, he/she will be interviewed by the hiring authority.
- 6. Employees who have applied for an out-of-classroom position shall have the right to receive a written response from the Assistant Superintendent, Human Resources, if not selected for the position.

E. Assistance/Support

- 1. The District shall provide assistance with the transporting of supplies and equipment for the employee as outlined in the Transferring Teacher Handbook.

2. Employees who transfer after the work year has begun, shall be granted upon request up to three (3) school days release time to effect the change.
3. Release time will not be provided for assignments that will take effect in the following work year.

9.5 DISTRICT-INITIATED SITE OR PROGRAM REASSIGNMENT

- 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 the employee meets the qualification to fill the vacancy, he/she will be given first consideration for said assignment.

9.6 EMPLOYEE-INITIATED SITE OR PROGRAM REASSIGNMENT

- A. Employee-initiated reassignments shall be granted when determined to be desirable and in the best interest of the District.
- B. Common reasons for employee reassignments may include, but are not limited to:
  1. Boundary changes and/or reduction/increase of facilities and/or staff.
  2. Enrollment changes and accompanying necessity to balance and equalize class size.
- C. In initiating reassignments, the site administrator shall utilize the following process and criteria:
  1. The site/program administrator shall survey staff for interest.
    - a. In effectuating all reassignments, the site/program administrator 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 site/program administrator shall provide, upon request, written rationale for not fulfilling the volunteer's request.
  2. Denial of employee-initiated reassignments shall not be made for arbitrary, capricious, or punitive reasons.
  3. The site/program administrator shall take into account the employee's preference(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 site/program administrator will attempt to apply the above elements in an equitable manner. Where there are two or more potential individuals to be reassigned, if both/all rank equally when the above criteria are applied, the employee with the most years of District service shall receive the assignment.
5. The final decision shall be made by the Assistant Superintendent, Human Resources.

D. Assistance/Support

1. Employees who are 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 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.

## **ARTICLE 10.0: Safety Conditions**

- 10.1 An employee shall not be required to work in unsafe conditions or perform tasks which endanger his/her health or safety. Any alleged violations of the conditions shall be reported to the immediate supervisor who must respond to the employee when there exists some reasonable basis for the complaints.
- 10.2 In situations that fall within the scope of District employment, an employee may use such force as is reasonable, under the circumstances, to protect himself/herself from attack; to protect another person or property; to quell a disturbance threatening physical injury to others; or to confiscate weapons or other dangerous objects upon a person or within control of a pupil.
- 10.3 The employee shall notify his/her supervisor or the supervisor's designee who, in turn, shall report the appropriate law enforcement authority, any incident in which an employee is attacked, assaulted, or threatened by any pupil or non-pupil. Failure to make such a report is a misdemeanor.
- 10.4 Any physical abuse, physical assault and battery, threat of force or violence directed toward employees at any time or place while within the scope of their performance of duties for the District, shall be reported by the employee to the immediate supervisor. The supervisor shall investigate and complete required reports as soon as practicable within two (2) work days.
- A. Employees suffering injury as a result of such physical abuse and/or assault shall be fully covered by industrial accident and/or illness leave provisions as prescribed by law and set forth in Article 7.13 of this Agreement.
- B. Loss of personal property, including clothing but excluding articles of ornamental or cosmetic nature, will be subject to reimbursement by the District for their replacement and/or repair with subrogation from any other insurance coverage.
- 10.5 The Board shall insure against the personal liability of employees for damages, death, injuries to a person, or loss of property caused by the negligent act or omission of the employee when acting in the scope of his/her employment. Such insurance shall be maintained in the amount of one million dollars (\$1,000,000). Employees shall be entitled to all expenses incident in litigation of resultant damage suits as set forth in the conditions of the insurance policy.
- 10.6 Each employee shall be provided, during the first four (4) weeks of the school year, a copy of Board policy and adopted rules and regulations as they pertain to student discipline and suspension of students, including corporal punishment. Subsequent updates shall be provided as deemed necessary.
- 10.7
- A. Pursuant to Ed Code Section 49079, based on District records and/or information from law enforcement, bargaining unit employees shall be informed of each pupil who has engaged in, or is reasonably suspected to have engaged in:
- Any act enumerated in Section 48900 of the Education Code and/or Article 10.8 below except for tobacco/nicotine;
1. Making terroristic threats;
  2. And, if in grade 4 or higher:
    - a. Sexual harassment,
    - b. Hate violence
    - c. Harassment, threats or intimidation.

Pursuant to Penal Code Section 827, based on District records and/or information from law enforcement, bargaining unit employees shall be informed of each pupil who has been found by a court of competent jurisdiction to have committed:

1. Any felony
2. Any misdemeanor involving:
  - a. Assault, battery or carrying weapons
  - b. Larceny
  - c. Any sex offense outlined in Penal Code Section 290
  - d. Gambling, alcohol, drugs, tobacco
  - e. Curfew, vandalism or graffiti

In an expeditious manner, the District shall provide such information from the last three years to each unit member who teaches, directly supervises or reports on the behavior or progress of the student or any unit member the principal believes needs the information to work with the pupil in an appropriate fashion, to avoid being needlessly vulnerable or to protect other persons from needless vulnerability.

Any such information received by a teacher, counselor, or administrator shall be received in confidence for the limited purpose of rehabilitating the minor and protecting students and staff, and shall not be further disseminated by the teachers, counselor, or administrator, except insofar as communication with the juvenile, his or her parents or guardians, law enforcement personnel, and the juvenile's probation officer is necessary to effectuate the juvenile's rehabilitation or to protect students and staff.

- B. When, in the judgment of the employee, a student considered to be dangerous to himself/herself or others, requires the attention of the principal; assistant principal; counselor; psychologist; physician; or other specialist; the employee shall so inform the principal or immediate supervisor in writing. The principal or immediate supervisor shall immediately arrange for a conference to include himself/herself, the employee, the appropriate specialists, and/or the school study or student assistance team to discuss the problem and to decide upon appropriate steps for its resolution.

10.8 An employee may suspend a student, including a student with disabilities for good cause, from his/her class for the day of the suspension and the day following. The grounds for suspension or a recommendation of expulsion are the same for children with and without disabilities. He/she shall immediately report the suspension to his/her principal and send the student to the principal for appropriate action. "Good cause" is limited to the following offenses as enumerated in Section 48900 of the Education Code;

- A. Caused or attempted to cause damage to school property or stolen or attempted to steal school property; or
- B. Caused or attempted to cause damage to private property or stolen or attempted to steal private property; or
- C. Caused, attempted to cause, or threatened to cause physical injury to another person; or
- D. Unlawfully possessed, used, sold, or otherwise furnished, or been under the influence an any controlled substance as defined in Section 11007 of the Health and Safety Code, alcoholic beverage, or intoxicant of any kind; or
- E. Possessed or used tobacco, except as provided in Section 48903.6; or
- F. Committed an obscene act or engaged in habitual profanity or vulgarity; or
- G. Disrupted school activities or otherwise willfully defied the valid authority of supervisors, employees, or administrators.

No pupil shall be suspended or expelled for any of the acts enumerated unless such act is related to a school activity or school attendance. A pupil may be suspended or expelled for acts which are enumerated in this section and related to a school activity or attendance which occur at any time, including but not limited to: (1) while on school grounds; (2) while going to or coming from school; (3) during the lunch period, whether on or off the campus; or (4) during, or while going to or coming from, a school-sponsored activity.

In compliance with Education Code Section 48901, it shall be understood that a parent/employee conference regarding the aforementioned violation shall be offered as soon as thereafter as possible (see Appendix I).

10.9

- A. Personal property of employees as defined in this section may be brought to or left on District premises. Personal property as defined as employee-owned materials or equipment utilized by an employee. The employee must obtain advance approval from the immediate supervisor to use said materials and equipment to enhance or supplement his/her instructional program. Personal property also includes items of a personal nature which are necessary for effective teaching, excluding ornamental items and articles of clothing. If such property is stolen or damaged while on District premises, and without fault of the employee, the District shall honor claim(s) for replacement or repair. Claims shall be paid up to a maximum of five hundred dollars (\$500) with a ten-dollar (\$10) deductible borne by the employee.
- B. Property stolen or damaged must be reported within twenty-four (24) hours of the time of the discovery of the theft or damage. Property to be left on premises must be registered with, and approved by the immediate supervisor on the District-prescribed approval form. The completed form should be returned to the District Business Office. The filing of claims shall include a statement of clear market value.
- C. This provision is also intended to cover damage or vandalism to employees' vehicles while parked at a school site during normal working hours. Any claim for vehicle damage must be accompanied by a police report for verification purposes.
- D. The employee must assign the right of subrogation to the District for any payment made by the District. The employee shall also file a claim with his/her personal insurance carrier, and provide the District a copy of the claim.

10.10 Whenever there exists a situation determined to be hazardous to the health of employees, the District shall review the situation with the appropriate meteorological sources, Office of Emergency Services, Air Pollution Control Board, or Flood Control Districts, etc. Examples of such situations are excessive temperatures, smog, etc., or situations proven to be non-conducive to the learning environment. The District shall take appropriate action as may be required to resolve the situation in the interest of protecting the health and safety of employees. Such action may include adjusting the school day.

10.11 School sites may develop and implement additional procedures as needed for safety conditions.

## **ARTICLE 11.0: Association Rights**

The District and the Association recognize the right of employees to form, join, and participate in lawful activities of employee organizations and the equal alternative right of employees to refuse to form, join, and participate in employee organizations.

- 11.1 Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of unified membership dues, including special services and welfare fund assessments. Such authorization shall continue in effect from year to year, unless revoked in writing, with a copy to the Association between June 1 and September 1 of any year. Pursuant to such authorization, the District shall deduct one-tenth (1/10<sup>th</sup>) of such dues from the regular salary check of the employee each month for ten (10) months. Deductions for employees who sign such authorization after the commencement of the school year shall be appropriately prorated. No voluntary employee deduction authorization, as described herein, shall be processed in less than twenty-five (25) days from the receipt of the authorization in the District Payroll Department.
- 11.2 With respect to all sums deducted by the District pursuant to authorization by the employee, the District agrees to promptly remit, via the County Department of Education Office, such monies to Le Mesa-Spring Valley Teachers Association. The remittance shall be accompanied by a numerical listing of employees for whom such deductions have been made, and shall indicate those changes in personnel from the previously furnished list.
- 11.3 The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.
- 11.4 The Association shall have the right of access to areas in which employees work at reasonable times which do not conflict with employee performance of assigned duties. The Association shall also have the right to use instructional bulletin boards, mailboxes and other means of communication, subject to reasonable regulations, and the right to use instructional facilities at reasonable times for the purpose of meetings in the exercise of their rights.
  - A. Requests to use facilities shall be made on District forms and shall be subject to the same request for utilization rules, as any group entitled to use school facilities under provisions of the Education Code. Five (5) days advance request for use of facilities shall normally be required. Use will be granted under provisions of the Civil Center Act, 52, California.
  - B. There will be no charge for use of District facilities immediately before or after school. After 5:00 p.m., any additional cost to the District for utilities or janitorial services may be charged to the Association.
  - C. The Association shall have the right to utilize designated bulletin board space. Nothing herein shall be deemed to permit the posting of defamatory materials. The Association shall have the right to utilize either the first ten (10) or the last ten (10) minutes of one scheduled staff meeting per month to conduct Association business.
  - D. Existing District mailbox facilities may be utilized by the Association for communicating with employees or with other District personnel.
  - E. Names, addresses, and telephone numbers of all District employees, when listed, shall be provided without cost to the Association by October 15 of each school year, or as soon as the District Directory is printed and available for distribution.



- F. The Association president shall be granted twenty percent (20%) release time each year. At the discretion of the District, an additional twenty percent (20%) release may be granted for the purpose of continuing to develop a collaborative relationship with the District. The Association president and Superintendent, or designee, shall meet before June 1 of each year to determine if the additional twenty percent (20%) release shall be granted for the ensuing year.

Release time under this provision shall not be used for any activity which is violative of this Agreement, for organizing any concerted activity against the District, or for any purpose unrelated to the Association's obligations as the exclusive representative of the Bargaining Unit.

In furtherance of our collaborative relationship, the Association President may purchase up to twenty percent (20%) of release time at the Association expense. The cost for the release period shall be the rate of a long-term substitute.

The Association president shall be available for consultation with the District for one month (twenty [20] work days) during the summer months.

## **ARTICLE 12.0: Organizational Security**

### **12.1 PAYROLL DEDUCTIONS**

Any employee who is a member of the Association, or who has applied for membership, may sign and deliver an assignment authorizing deduction of unified membership dues to the District. Association members who currently have such voluntary authorization cards on file for the above purposes need not file an additional one. Pursuant to such authorization, the District shall deduct one-tenth (1/10<sup>th</sup>) of such dues from the regular salary check of the employee each month for ten (10) months. Any employee who is or becomes a member of the Association on or after ratification of this Agreement shall remain a member of the Association for the duration of this Agreement unless such membership is revoked in writing between June 1 and July 1 of each year in which the Agreement is in effect. Pursuant to such voluntary authorization, the District shall deduct dues from the pay of the Association members and pay to the Association the normal and regular monthly Association membership dues and initiation fees, as authorized in writing by the employee, and subject to the following conditions:

- A. Such deductions shall be made only upon submission of the authorization card to the designated representative of the District, once it has been completed and executed by the employee.
- B. The District shall not be obligated to put into effect any new, changed, or discontinued deduction until the pay period commencing no less than fifteen (15) work days after such submission of the authorization card.
- C. Employees who are employed on a part-time basis shall pay a partial membership fee, based upon categories of dues for part-time employees, established by the Association.
- D. If the payroll deduction of any employee is interrupted due to an unpaid leave or for any other valid reason, that payroll deduction shall automatically be resumed when the employee returns to service with the District, unless the deduction is canceled pursuant to this Article.

### **12.2 AGENCY FEE PAYMENT/DEDUCTION**

All employees who are not members of the Association and who elect not to initiate a voluntary dues deduction authorization form shall pay an agency fee to the Association in an amount determined by the Association and consistent with applicable law. Any dispute between a non-member and the Association over the amount of the agency fee shall be resolved consistent with current law and shall be in accordance with any applicable regulations and decisions of the Public Employment Relations Board (PERB). An agency fee may be paid by an employee submitting a signed agency fee deduction authorization form to the District; or by direct annual payment to the Association by November 1 of any school year; or within sixty (60) days of the first day of employment for new employees; or by involuntary deduction from wages pursuant to Education Code Section 45061.

### **12.3 ASSOCIATION OBLIGATIONS**

The Association shall comply with the following:

#### **A. Dues Year and Fiscal Year**

The Association shall notify employees and the District of the dates of its fiscal year and its dues year.

#### **B. Annual Notice to nonmembers**

Prior to the commencement of any payment by employees of an agency fee, including involuntary payroll deduction of the agency fee, the Association shall mail to all non-members an “Agency Fee Explanation and Notice of Right to Challenge” which shall be consistent with current law and include any applicable regulations and decisions of the PERB.

C. Filing of Challenges

Nonmembers who wish to challenge the amount of the agency fee or any fee rebate may do so in a manner consistent with applicable law.

12.4 DISTRICT REMITTANCE OF FUNDS

With respect to all membership dues or agency fees which are deducted by the District pursuant to voluntary authorization forms or as required by the agency fee provision, the District agrees to remit such monies to the Association promptly.

- 12.5 Notwithstanding any other provisions of this Article, any employee whose membership in religious body with traditional tenets or teachings include objections to joining or financially supporting employee organizations, shall not be required to join, maintain membership in, or financially support any employee organization as a condition of employment; except that such employee is required, in lieu of payment of a lawful agency fee to the Association, to pay an amount equal to the lawful fee, to any nonreligious, non-labor organization, charitable funds exempt from taxation under Section 501(3) of Title 26 of the Internal Revenue Code. Payment to the charitable fund shall be made on an annual basis to the Association. The Association accepts as satisfaction required payment tenthly payroll deductions to only the following 501C organizations:

The Education Foundation

The District Children’s Fund

The Boys and Girls Clubs

The Community and Student Assistance Fund – Throughout the Education Foundation

- 12.6 The Association shall indemnify and hold harmless the District from any claims, demands, or lawsuits and any other action, including reasonable attorney fees, arising from the enforcement of the provisions of this Article. The District agrees to notify the Association, in writing, within thirty (30) days after receipt of any written claims, demands, or lawsuits arising from the enforcement of the provisions of this Article. Upon written request from the Association, the District will consult with the Association about the defense of any written claims, demands, or lawsuits. If a settlement offer is made by anyone filing a claim, demand, or lawsuit, and the Association requests that the District accept the settlement offer, the District shall accept the settlement offer and shall be fully reimbursed by the Association.

- 12.7 The Association agrees to pay the District all reasonable legal fees and legal costs incurred in defending against any court action and/or administrative action before the Public Employment Relations Board challenging the legality or constitutionality of implementation of the agency fee provisions of this Agreement.

## ARTICLE 13.0: Procedures for Processing Grievances

### 13.1 DEFINITIONS

- A. A grievance is an allegation by an employee, or group of employees, that there has been a violation, misapplication, or misinterpretation of the specific provisions of this Agreement.
- B. A grievant is any employee, or employees covered by the terms of this Agreement.
- C. A day is any day designated as a day of work/service for which the employee is contracted to performing duties during the work year. In the event a grievance is filed at such time that it cannot be processed through all the steps of the grievance procedure by the end of the school year, the time limits as set forth herein may be reduced by mutual agreement so that the procedure may be exhausted prior to the end of the school year or as soon as it is practicable.
- D. The immediate supervisor is the first-level site administrator designated to hear a grievance.
- E. A party in interest is any person or persons making the claim or any person against whom action might be taken to resolve the claim.

### 13.2 INFORMAL LEVEL

Before filing a written grievance, the grievant(s) shall attempt to resolve the problem at an informal conference with his/her immediate supervisor. Nothing contained herein will be construed as limiting the right of an employee to discuss a problem informally with any appropriate member of the administration, providing any resolution reached is not inconsistent with the terms of this Agreement, and the Association has been given the opportunity to review the resolution.

### 13.3 FORMAL LEVEL

#### A. Level I

Within twenty (20) days from the time the grievant(s) learned of the event, or condition, which gave rise to the grievance, it must be presented, in writing, to the immediate supervisor. At no time can a grievance be filed, relating to a violation of this Agreement, more than ninety (90) working days after the alleged violation. The immediate supervisor shall communicate his/her decision in writing, within seven (7) days after receiving the grievance. In the interim time, a grievance conference will be held. If the immediate supervisor does not respond within the time limits, the grievance may be appealed to the next level.

#### B. Level II

In the event the decision at Level I is not satisfactory to the grievant(s), the decision may be appealed in writing – copies of which shall be forwarded to the immediate supervisor and to the Assistant Superintendent, Human Resources, who shall carefully analyze and evaluate the grievance and attempt to resolve it. The Assistant Superintendent, Human Resources, shall meet with the grievant(s), when possible, within five (5) working days of receipt of grievance. Within ten (10) working days, the Assistant Superintendent, Human Resources, shall submit, in writing, to the grievant(s) and the immediate supervisor, a notification of his/her analysis and recommended decision. If the Assistant Superintendent, Human Resources, does not respond within the time limits, the grievance may be appealed to the next level.

#### C. Level III

In the event the decision at Level I or Level II does not satisfactorily resolve the problems, the grievant(s) may appeal the grievance to the Superintendent within ten (10) days and a grievance conference shall be held. Within ten (10) days of receipt of the appeal, the Superintendent shall render a written decision to the grievant(s). If the Superintendent does not respond within the time limits, the grievance may be appealed to the next level.

D. Mediation

Prior to the submission of a grievance to arbitration, either the Association or the District may request that a representative from the California Mediation and Conciliation Service attempt to resolve the grievance through mediation. Mediation recommendations will be advisory to the parties.

E. Level IV

1. If the aggrieved is not satisfied with the disposition of the grievance at Level III, or the time limits expire without the issuance of the Superintendent's written reply, the grievant(s) may submit the grievance to the Association which will determine whether the matter may go to Level IV. If the Association approves arbitration, the parties shall request a list of arbitrators from the California State Conciliation Service. If the District raises the question as to the arbitrability of the grievance, the first arbitrator selected shall be charged with rendering a decision as to the question of arbitrability. Such challenge may only be made once by the District in the processing of an individual or consolidated grievance. Unless mutually agreed otherwise, the arbitrator who decided the issue of arbitrability will no later sit as the arbitrator on the other issue(s) of the grievance. If a second arbitrator is necessary, procedures for selection shall be according to Sections 13.3.E.1 and 13.3.E.4 of this Agreement.
2. No party in interest shall be permitted to assert any grounds or evidence before the arbitrator which was not previously disclosed to the other party. The arbitrator shall consider only those issues raised by the parties in interest.
3. The arbitrator is empowered to include in any recommendation, financial reimbursements or other remedies as judged to be proper. Each party shall bear the full costs of its representation in the arbitration. That cost of the arbitration shall be divided equally between the District and the Association. If either party requests a transcription of the proceedings, that party shall bear the full costs for the transcript. If the parties mutually request a transcript, the total cost of the transcripts shall be divided equally between the District and the Association.
4. An arbitrator shall be selected by the following procedure: A representative of the Association and the District's representative shall select the arbitrator from the California State Conciliation Service list by eliminating names until one (1) name remains. The one (1) remaining name shall be the arbitrator. The process of striking names shall occur within ten (10) days of receipt of the list. All grievances reaching the arbitration level shall be numbered consecutively during the current school year. The odd-numbered grievances will give the District first elimination; even-numbered grievances will give the Association first elimination. The order of striking will be reversed if an arbitration requires a second list of arbitrators.
5. Once the arbitrator has been selected, hearing shall commence at the convenience of the arbitrator. The arbitrator shall conduct the hearings in accordance with the voluntary arbitration rules of the American Arbitration Association and the provisions of this procedure. The jurisdiction of the arbitrator shall be confined to determination of the facts and the interpretation of the provisions of this Agreement. The arbitrator will have no power to add to, subtract from, or modify the terms of this Agreement or the written policies, rules, regulations, and procedures of the District.

6. Within thirty (30) days after conclusion of the hearings, the arbitrator shall render a decision, in writing, to the parties in interest. Such decision will be final and binding upon the parties of this Agreement.

#### 13.4 RIGHTS OF GRIEVANT(S)

- A. No reprisals will be taken by the Association, or by any employee, or the Superintendent, or representatives of the administration, or the Board against any grievant(s), party in interest, or any other participant in the grievance procedure by reason of such participation.
- B. An employee may be represented at Levels I, II, and III of the grievance procedure by himself/herself, counsel of his/her choosing, or an Association representative. If an Association representative is not present at the Level I, II, or III grievance meeting, information regarding any resolution shall be forwarded to the Association.
- C. When it is necessary for counsel, an Association representative, or grievant(s) to investigate a grievance or attend a grievance meeting or hearing during the day, he/she, as well as the grievant(s), will be granted release time without loss of pay in order to permit participation.
- D. In order to encourage a professional and harmonious disposition of grievances, it is agreed that from the time a grievance is filed until it is processed through Level IV, neither the grievant(s), the association, nor the District shall make public either the grievance or evidence regarding the grievance.
- E. All documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.
- F. Grievances arising from action or inaction above Level I permit the grievant(s) to proceed directly, in writing to Level II.

## **ARTICLE 14.0: Discipline of Employees**

- 14.1 This Article was entered into pursuant to Section 3543.2(b) of the Government Code.
- 14.2 An employee shall not be disciplined without just cause. The term “discipline” under this Article shall include suspension without pay for no more than fifteen (15) days and written reprimand. The term “discipline” specifically does not include negative or adverse evaluations, warnings, directives and the implementation of other articles in the Agreement such as the denial of any leave.
- 14.3 An employee shall not be disciplined without prior notice and an opportunity for a conference upon request of the employee.
- 14.4 Except in cases of serious misconduct, a verbal warning and a written reprimand will precede suspension under this Article.
- 14.5 Notwithstanding Article 13, Section 13.3.E.5, prior to any arbitration hearing arising from a suspension imposed pursuant to this Article, each party will serve on the other party, or its representative, a witness list containing the names of all witnesses the party intends to call at the hearing. Prior to any arbitration hearing each party shall release the evidence that will be introduced at the hearing, upon request from either side.

## **ARTICLE 15.0: Dismissal/Long-Term Suspension of Probationary Employees**

- 15.1 With respect to probationary employees whose probationary period commenced during the 1983-84 fiscal year or any fiscal year thereafter, the following provisions shall apply:
- A. The parties acknowledge that such probationary employees may be dismissed or suspended without pay for a specific period of time under Education Code Section 44948.3. Among the reasons that may be deemed sufficient by the District, in its sole discretion, to dismiss or suspend without pay such probationary employees are:
    - 1. Unsatisfactory performance determined pursuant to the Stull Act (Education Code Sections 44660, et seq.);
    - 2. Cause as defined in Education Code Section 44932.
  - B. The District Superintendent or his designee shall give thirty (30) days prior written notice of dismissal or suspension without pay under Section 1 above, not later than March 15 in the case of second-year probationary employees. The notice shall include a statement of the reasons for the dismissal or suspension and notice of the opportunity to appeal. In the event of a dismissal or suspension for unsatisfactory performance, a copy of the evaluation conducted pursuant to Education Code Section 44664 shall accompany the written notice.
  - C. If the notice of dismissal or suspension is given, the employee shall have fifteen (15) days from the receipt of the notice of dismissal or suspension to submit to the Governing Board a written request for a hearing. The failure of the employee to request a hearing within fifteen (15) days from receipt of a dismissal or suspension notice shall constitute a waiver of the right to a hearing.
  - D. The written notice of proposed disciplinary action shall be served by personal delivery or by certified mail. Service by certified mail shall be deemed complete on the date of mailing. The contents of the written notice shall include at least the following:
    - 1. A statement identifying the District.
    - 2. A statement in ordinary and concise language of the specific acts and omissions upon which the proposed disciplinary action is based.
    - 3. The specific disciplinary action proposed and effective date(s).
    - 4. The cause(s) or reason(s) for the specific disciplinary action proposed.
    - 5. A copy of the applicable regulation(s) where it is claimed a violation of regulation(s) took place.
  - E. Within fifteen (15) days of receipt of the request for hearing, the District Superintendent or his designee shall select a neutral hearing officer, who shall conduct a hearing and submit a recommendation decision to the Governing Board. The hearing officer may not be an employee of the District. The recommendation shall be advisory only. At the hearing, the employee shall have the right to cross examine District witnesses, to present relevant written and oral evidence and argument on his or her behalf, and to be represented by the Association or other representative. The hearing officer shall have authority to rule on questions of evidence and procedure, consistent with this provision. The employee shall be given at least ten (10) days written notice of the date, time, and location of the hearing.



## **ARTICLE 16.0: District Right**

- 16.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control to the full extent of the law. Included in, but not limited to, those duties and powers are the exclusive rights to: determine its organization; direct the work of its employees; determine the times and hours of its operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals, and objectives; ensure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move, or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work; and take action on any matter in the event of an emergency. In addition, the District retains the right to hire, classify, assign, promote, layoff, terminate, and discipline employees; and to determine the effects and impact of any action implementing these rights, insofar as they do not detract nor diminish the specific provisions of this Agreement.
- 16.2 The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgement and discretion in connection therewith, shall be limited only by the terms of this Agreement, and then only to the extent such terms are in conformance with law, and shall not be subject to the grievance procedure of this Agreement.
- 16.3 It is not the intention of the parties in setting forth the above-mentioned rights of the District to detract or diminish in any way the rights of the Association or of BUE as set forth in this Agreement.
- 16.4 In the event that any district administrative position becomes vacant during the work year it is mutually understood by both parties that the duties, rights, and privileges of said vacant position reside with the superintendent or his/her designee.

## **ARTICLE 17.0: Effect of Agreement**

### **17.1 SAVINGS AND CLOSURE PROVISIONS**

- A. Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction or Public Employment Review Board (PERB) in a matter within its jurisdiction, said article, section, or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violated the law. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of the Agreement, if not affected by the deleted article, section, or clause. It is understood and agreed that the provisions contained in this Agreement shall prevail over District policies and procedures and state laws to the extent permitted by law.
- B. Any changes brought about by amendment or repeal of statutes incorporated into this Agreement shall be opened for negotiations, upon mutual consent, within ten (10) days of the effective date of the amendment or repeal.
- C. Should any language in this Agreement be found by an authority of competent jurisdiction to be inconsistent with the requirements of the Local Control Funding Formula (LCFF) or the associated Local Control Accountability Plan (LCAP) guidelines/regulations, both parties agree to meet and negotiate on this language within sixty (60) days.

### **17.2**

- A. The District and the Association mutually agree that the terms and conditions set forth in the provisions of this Agreement represent the full complete understanding and commitment between the parties hereto which may not be altered, changed, added to, deleted from, or modified, unless by mutual consent, in writing, or by a procedure expressly allowing same stated in this Agreement.
- B. The District and the Association also mutually agree that this Agreement shall be in full settlement of all issues which were, could have been, or may be the subject of meeting and negotiating. It is further agreed that none of such issues shall be subject to meeting and negotiating during the term of this Agreement, unless by written mutual consent, or by a procedure expressly allowing same as stated in this Agreement.
- C. The exclusive representation of certificated personnel has the right to consult on the definition of educational objectives, the determination of the content of courses and curriculum, and the selection of textbooks to the extent such matters are, under the law, within the discretion of the public-school employer. All matters not specifically enumerated are reserved to the public-school employer and may not be a subject of meeting and negotiating, except that nothing herein may be construed to limit the right of the public-school employer to consult with any employees or employee organizations on any matter outside the scope of representation.

#### **ARTICLE 18.0: Concerted Activities**

- 18.1 It is agreed and understood that there will be no strike, work stoppage, or concerted refusal or failure to perform job functions and responsibilities during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.
- 18.2 The Association recognizes the duty and obligation of its representative to comply with the provisions of this Agreement and to make every effort toward including all employees to do so. In the event of a strike, work stoppage, slowdown, or other interference with the operation of the District by employees who are represented by it, the Association agrees in good faith to advise and direct those employees to cease such action.

## **ARTICLE 19.0: Peer Assistance and Review Program (PAR), Teacher Induction Program and Intern 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 Association to establish a Peer Assistance and Review (PAR), Teacher Induction Program and Intern 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 the State of California credentialing requirements.

### **19.2 INDUCTION/INTERN ADVISORY COUNCIL**

- A. The PAR Teacher Induction Program may have an advisory committee of three (3) teachers, two (2) administrators, and representatives from the Institutions of higher learning 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.
- B. IAC teacher members shall receive a stipend for services on the IAC. (See Appendix F)
- C. 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.

### **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 release 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. 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.
- C. 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.
- D. Upon completion of their assignment to the PAR, and Teacher Induction and Intern Programs, 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.
- E. 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 the peer assistance and review.

- F. 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.
- G. 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-reelection 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 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 by the Commission on Teacher Credentialing (CTC).

- 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.

## **ARTICLE 20.0: Collaborative Practices**

### **20.1 CONTRACT WAIVERS**

The Association and the District recognize that the pursuance of best practices may result in the seeking of waivers to the collective bargaining agreement. The Association shall determine if a waiver will go forward for a vote. Waiver proposals must include the purpose, impact on instructional program, impact on teachers, and/or the specific contract language or practice that is to be waived. Waivers to this contract will be granted when a vote conducted through secret ballot by the Association, shows seventy percent (70%) of the site members participating in the vote support the proposed waiver. Such waivers are granted for one year subject to an annual review, resubmittal and succeeding votes.

### **20.2 STANDARDS OF PROFESSIONAL DRESS**

Each school site shall establish a committee to determine standards of professional dress. At least fifty percent (50%) of the members shall be Bargaining Unit Employees (BUE), one of which shall be the Association site representative or his/her designee. It shall be the responsibility of the committee to develop professional standards of dress and grooming for that site. Such standards shall reflect Board policy and include standards consistent with the teachers' job responsibilities.

### **20.3 COLLABORATIVE PRACTICES**

To insure the ongoing use of TQE, the Association and the Superintendent will meet with appropriate parties to discuss systems and programs that could benefit from the application of the TQE process.



## **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 (PLC) 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
- Support and assistance for the development of PLCs support and assistance for development of Pyramid Response to Intervention (PRI), which separates learning communities from traditional schools. This requires staffs working together to design and implement a multi-tiered intervention system, creating a schedule that ensures students will receive extra time and support for learning in a timely, directive, and systematic way.
- 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 [9] 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 needs (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 students learning their common essential learning outcomes.
5. It is also agreed 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 to be successful, and may obtain artifacts/evidence from learning teams as it relates to the tenants 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?**

## **ARTICLE 22.0: Terms of Agreement**

- 22.1 This Agreement shall be effective upon ratification by the Association and adoption by the Board.
- 22.2 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 the 2018 – 2019 school year upon request by either party.
  - b. The parties agree to reopen negotiations for 2019 – 2020 salary if the contingency is met. (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.)
- 22.3 For the 2019-2020 school year, the parties agree to reopen negotiations on or about February 15, 2019, on Article 3.0 Class Size, Article 4.0 Hours of Employment, and two (2) additional articles to be named by each party.

In witness whereof, the parties hereto have caused this Agreement to be signed by their duly authorized representatives.

**La Mesa-Spring Valley School District**  
**CERTIFICATED SALARY SCHEDULE**

Effective 1/1/2019

**APPENDIX A**  
**Salary Schedule for Certificated Personnel**

CLASS		I	II	III	IV	V	VI	
	Step	BA	BA + 15 units	BA + 30 units	BA + 45 units or MA	BA + 60 units or MA + 15	BA + 75 with MA or MA + 30	Step
1		56,887	56,887	56,887	56,887	56,887	56,887	1
2		56,887	56,887	56,887	56,887	56,887	56,887	2
3		56,887	56,887	56,887	56,887	56,887	59,198	3
4			56,887	56,887	56,887	58,825	61,933	4
5			56,887	56,887	57,778	61,212	64,648	5
6				56,887	59,833	63,605	67,377	6
7				57,778	61,887	65,996	70,103	7
8					63,939	68,392	72,841	8
9					65,996	70,783	75,567	9
10					68,051	73,172	78,283	10
11					70,103	75,567	81,017	11
12					72,160	77,959	83,752	12
13					74,225	80,344	86,048	13
14						82,063	89,957	14
15						82,394	90,607	15
16						83,961	92,632	16
17						85,221	94,021	17
18						86,499	95,431	18
19						87,797	96,863	19
20						89,114	98,316	20
21						90,451	99,790	21
22						91,807	101,288	22
23						93,184	102,806	23
24						94,581	104,349	24
25						96,001	105,914	25

**LA MESA SPRING VALLEY SCHOOL DISTRICT**  
**APPENDIX B-1**  
**SALARY SCHEDULE FOR PRESCHOOL TEACHERS**  
**EFFECTIVE JANUARY 1, 2019**

<b>STEP</b>	<b>CLASS 1 Child Center Permit at Teacher or Master Teacher Level *</b>	<b>CLASS 2 Child Center Permit at Site Supervisor Level *</b>
1	\$36,984	\$39,578
2	\$38,818	\$41,561
3	\$39,596	\$42,394
4	\$39,985	\$42,802
5	\$40,394	\$43,228
6	\$40,782	\$43,654
8	\$42,821	\$46,267
12	\$44,971	\$49,047

<b>STEP</b>	<b>CLASS 1 Child Center Permit at Teacher or Master Teacher Level *</b>	<b>CLASS 2 Child Center Permit at Site Supervisor Level *</b>
1	\$20,803.50	\$22,262.65
2	\$21,835.20	\$23,378.02
3	\$22,272.98	\$23,846.77
4	\$22,491.57	\$24,076.27
5	\$22,721.65	\$24,315.53
6	\$22,939.67	\$24,555.35
8	\$24,086.60	\$26,025.30
12	\$25,296.06	\$27,588.77

<b>STEP</b>	<b>CLASS 1 Child Center Permit at Teacher or Master Teacher Level *</b>	<b>CLASS 2 Child Center Permit at Site Supervisor Level *</b>
1	\$23.35	\$24.99
2	\$24.51	\$26.24
3	\$25.00	\$26.76
4	\$25.24	\$27.02
5	\$25.50	\$27.29
6	\$25.75	\$27.56
8	\$27.03	\$29.21
12	\$28.39	\$30.96

\* See Child Development Permit Matrix for required classes and units. Transcripts completed work must be submitted to the Human Resources Department for verification and salary placement will be retroactive to the first of the month after submission.

- A. Minimum requirements for assignment to this schedule include possession of a valid Child Center Permit authorizing supervision and instruction of children in Child Centers. (California Education Code Section 8364)
- B. Preschool: **184** working days; 4.5 hours daily; 14 holidays for a total of **198** days.
- C. Personnel assigned to this salary schedule are employed only for the position as herein designated. There is no commitment on the part of the District as to eligibility for transfer to any other status.

**La Mesa-Spring Valley School District**  
**SALARY SCHEDULE FOR ACADEMIC COUNSELORS**  
**APPENDIX B-2**

Effective January 1, 2019 (184 days)

CLASS																			
IV				V				VI											
	BA + 45 UNITS or MA						BA + 60 UNITS or MA + 15	Experience					BA + 75 UNITS with MA or MA +30	Experience					
Step	Annual Base Salary	1 Year 2% ratio	2 Year 3% ratio	3 Year 4% ratio	4 Year 5% ratio	5 Year 6% ratio	Annual Base Salary	1 Year 2% ratio	2 Year 3% ratio	3 Year 4% ratio	4 Year 5% ratio	5 Year 6% ratio	Annual Base Salary	1 Year 2% ratio	2 Year 3% ratio	3 Year 4% ratio	4 Year 5% ratio	5 Year 6% ratio	Step
1	56,887	58,025	58,594	59,162	59,731	60,300	56,887	58,025	58,594	59,162	59,731	60,300	56,887	58,025	58,594	59,162	59,731	60,300	1
2	56,887	58,025	58,594	59,162	59,731	60,300	56,887	58,025	58,594	59,162	59,731	60,300	56,887	58,025	58,594	59,162	59,731	60,300	2
3	56,887	58,025	58,594	59,162	59,731	60,300	56,887	58,025	58,594	59,162	59,731	60,300	59,198	60,382	60,974	61,566	62,158	62,750	3
4	56,887	58,025	58,594	59,162	59,731	60,300	58,825	60,002	60,590	61,178	61,766	62,355	61,933	63,172	63,791	64,410	65,030	65,649	4
5	57,778	58,934	59,511	60,089	60,667	61,245	61,212	62,436	63,048	63,660	64,273	64,885	64,648	65,941	66,587	67,234	67,880	68,527	5
6	59,833	61,030	61,628	62,226	62,825	63,423	63,605	64,877	65,513	66,149	66,785	67,421	67,377	68,725	69,398	70,072	70,746	71,420	6
7	61,887	63,125	63,744	64,362	64,981	65,600	65,996	67,316	67,976	68,636	69,296	69,956	70,103	71,505	72,206	72,907	73,608	74,309	7
8	63,939	65,218	65,857	66,497	67,136	67,775	68,392	69,760	70,444	71,128	71,812	72,496	72,841	74,298	75,026	75,755	76,483	77,211	8
9	65,996	67,316	67,976	68,636	69,296	69,956	70,783	72,199	72,906	73,614	74,322	75,030	75,567	77,078	77,834	78,590	79,345	80,101	9
10	68,051	69,412	70,093	70,773	71,454	72,134	73,172	74,635	75,367	76,099	76,831	77,562	78,283	79,849	80,631	81,414	82,197	82,980	10
11	70,103	71,505	72,206	72,907	73,608	74,309	75,567	77,078	77,834	78,590	79,345	80,101	81,017	82,637	83,448	84,258	85,068	85,878	11
12	72,160	73,603	74,325	75,046	75,768	76,490	77,959	79,518	80,298	81,077	81,857	82,637	83,752	85,427	86,265	87,102	87,940	88,777	12
13	74,225	75,710	76,452	77,194	77,936	78,679	80,344	81,951	82,754	83,558	84,361	85,165	86,048	87,769	88,629	89,490	90,350	91,211	13
14							82,063	83,704	84,525	85,346	86,166	86,987	89,957	91,756	92,656	93,555	94,455	95,354	14
15							82,394	84,042	84,866	85,690	86,514	87,338	90,607	92,419	93,325	94,231	95,137	96,043	15
16							83,961	85,640	86,480	87,319	88,159	88,999	92,632	94,485	95,411	96,337	97,264	98,190	16
17							85,221	86,925	87,778	88,630	89,482	90,334	94,021	95,901	96,842	97,782	98,722	99,662	17
18							86,499	88,229	89,094	89,959	90,824	91,689	95,431	97,340	98,294	99,248	100,203	101,157	18
19							87,797	89,553	90,431	91,309	92,187	93,065	96,863	98,800	99,769	100,738	101,706	102,675	19
20							89,114	90,896	91,787	92,679	93,570	94,461	98,316	100,282	101,265	102,249	103,232	104,215	20
21							90,451	92,260	93,165	94,069	94,974	95,878	99,790	101,786	102,784	103,782	104,780	105,777	21
22							91,807	93,643	94,561	95,479	96,397	97,315	101,288	103,314	104,327	105,340	106,352	107,365	22
23							93,184	95,048	95,980	96,911	97,843	98,775	102,806	104,862	105,890	106,918	107,946	108,974	23
24							94,581	96,473	97,418	98,364	99,310	100,256	104,349	106,436	107,479	108,523	109,566	110,610	24
25							96,001	97,921	98,881	99,841	100,801	101,761	105,914	108,032	109,091	110,151	111,210	112,269	25

\*This salary schedule includes ratio from LMSVTA Contract Appendix E

**La Mesa-Spring Valley School District**  
**SALARY SCHEDULE FOR EXTENDED SCHOOL YEAR COUNSELORS**  
**APPENDIX B-3**

**Effective January 1, 2019 (198 days)**

**CLASS**

Step	BA + 45 UNITS or MA	Experience					BA + 60 UNITS or MA + 15	Experience					BA + 75 UNITS with MA or MA +30	Experience				
		1 Year 2% ratio	2 Year 3% ratio	3 Year 4% ratio	4 Year 5% ratio	5 Year 6% ratio		1 Year 2% ratio	2 Year 3% ratio	3 Year 4% ratio	4 Year 5% ratio	5 Year 6% ratio		1 Year 2% ratio	2 Year 3% ratio	3 Year 4% ratio	4 Year 5% ratio	5 Year 6% ratio
1	<b>56,887</b>	58,025	58,594	59,163	59,732	60,301	<b>56,887</b>	58,025	58,594	59,162	59,731	60,300	<b>57,493</b>	58,642	59,217	59,792	60,367	60,942
2	<b>56,887</b>	58,025	58,594	59,163	59,732	60,301	<b>57,794</b>	58,950	59,528	60,106	60,684	61,262	<b>60,409</b>	61,617	62,221	62,825	63,429	64,033
3	<b>57,398</b>	58,546	59,120	59,694	60,268	60,842	<b>60,355</b>	61,562	62,165	62,769	63,372	63,976	<b>63,314</b>	64,580	65,213	65,846	66,479	67,112
4	<b>59,591</b>	60,783	61,379	61,975	62,571	63,167	<b>62,915</b>	64,173	64,803	65,432	66,061	66,690	<b>66,239</b>	67,564	68,226	68,889	69,551	70,213
5	<b>61,797</b>	63,033	63,651	64,269	64,887	65,505	<b>65,466</b>	66,775	67,430	68,085	68,739	69,394	<b>69,142</b>	70,525	71,216	71,908	72,599	73,290
6	<b>63,992</b>	65,272	65,911	66,551	67,191	67,831	<b>68,028</b>	69,388	70,068	70,749	71,429	72,109	<b>72,061</b>	73,502	74,223	74,944	75,664	76,385
7	<b>66,189</b>	67,513	68,174	68,836	69,498	70,160	<b>70,584</b>	71,996	72,701	73,407	74,113	74,819	<b>74,976</b>	76,476	77,226	77,975	78,725	79,475
8	<b>68,387</b>	69,755	70,439	71,122	71,806	72,490	<b>73,144</b>	74,607	75,339	76,070	76,801	77,533	<b>77,905</b>	79,463	80,242	81,021	81,800	82,579
9	<b>70,584</b>	71,996	72,702	73,407	74,113	74,819	<b>75,705</b>	77,219	77,976	78,733	79,490	80,247	<b>80,821</b>	82,438	83,246	84,054	84,862	85,671
10	<b>72,781</b>	74,237	74,965	75,692	76,420	77,148	<b>78,257</b>	79,822	80,605	81,387	82,170	82,952	<b>83,725</b>	85,400	86,237	87,074	87,911	88,749
11	<b>74,976</b>	76,476	77,225	77,975	78,725	79,475	<b>80,821</b>	82,438	83,246	84,054	84,862	85,671	<b>86,650</b>	88,383	89,249	90,116	90,982	91,849
12	<b>77,175</b>	78,719	79,490	80,262	81,034	81,806	<b>83,377</b>	85,044	85,878	86,712	87,545	88,379	<b>89,574</b>	91,366	92,262	93,157	94,053	94,949
13	<b>79,386</b>	80,973	81,767	82,561	83,355	84,149	<b>85,931</b>	87,649	88,509	89,368	90,227	91,087	<b>92,030</b>	93,870	94,791	95,711	96,631	97,551
14							<b>87,767</b>	89,522	90,400	91,278	92,155	93,033	<b>96,211</b>	98,135	99,097	100,059	101,022	101,984
15							<b>88,122</b>	89,884	90,766	91,647	92,528	93,409	<b>96,907</b>	98,845	99,814	100,783	101,752	102,721
16							<b>89,443</b>	91,232	92,126	93,021	93,915	94,810	<b>98,359</b>	100,327	101,310	102,294	103,277	104,261
17							<b>90,785</b>	92,601	93,509	94,417	95,325	96,232	<b>99,836</b>	101,832	102,831	103,829	104,828	105,826
18							<b>92,147</b>	93,990	94,912	95,833	96,755	97,676	<b>101,333</b>	103,360	104,373	105,386	106,400	107,413
19							<b>93,529</b>	95,399	96,335	97,270	98,205	99,141	<b>102,853</b>	104,910	105,938	106,967	107,996	109,024
20							<b>94,932</b>	96,831	97,780	98,730	99,679	100,628	<b>104,396</b>	106,484	107,528	108,572	109,616	110,660
21							<b>96,357</b>	98,284	99,247	100,211	101,174	102,138	<b>105,963</b>	108,082	109,142	110,201	111,261	112,320
22							<b>97,801</b>	99,757	100,735	101,713	102,691	103,669	<b>107,552</b>	109,703	110,779	111,854	112,930	114,006
23							<b>99,268</b>	101,253	102,246	103,238	104,231	105,224	<b>109,165</b>	111,348	112,440	113,532	114,623	115,715
24							<b>100,756</b>	102,772	103,779	104,787	105,794	106,802	<b>110,803</b>	113,019	114,127	115,235	116,343	117,451
25							<b>102,269</b>	104,315	105,337	106,360	107,383	108,405	<b>112,464</b>	114,713	115,838	116,963	118,087	119,212

# La Mesa-Spring Valley School District

## SALARY SCHEDULE FOR PSYCHOLOGISTS AND BEHAVIOR ANALYSTS

Effective January 1, 2019 - (186 days)

### APPENDIX B-4

CLASS		IV					V					VI							
Step	BA + 45 UNITS or MA	Experience					BA + 60 UNITS or MA + 15	Experience					BA + 75 UNITS with MA or MA +30	Experience					
		Annual Base Salary	1 Year 3% ratio	2 Year 4% ratio	3 Year 6% ratio	4 Year 8% ratio		5 Year 10% ratio	Annual Base Salary	1 Year 3% ratio	2 Year 4% ratio	3 Year 6% ratio		4 Year 8% ratio	5 Year 10% ratio	Annual Base Salary	1 Year 3% ratio	2 Year 4% ratio	3 Year 6% ratio
1	56,887	58,594	59,163	60,301	61,438	62,576	56,887	58,594	59,163	60,301	61,438	62,576	56,887	58,594	59,163	60,301	61,438	62,576	62,576
2	56,887	58,594	59,163	60,301	61,438	62,576	56,887	58,594	59,163	60,301	61,438	62,576	56,887	58,594	59,163	60,301	61,438	62,576	62,576
3	56,887	58,594	59,163	60,301	61,438	62,576	56,887	58,594	59,163	60,301	61,438	62,576	59,513	61,299	61,894	63,084	64,274	65,465	65,465
4	56,887	58,594	59,163	60,301	61,438	62,576	59,141	60,915	61,506	62,689	63,872	65,055	62,264	64,132	64,755	66,000	67,246	68,491	68,491
5	58,088	59,831	60,412	61,574	62,735	63,897	61,541	63,387	64,002	65,233	66,464	67,695	64,993	66,942	67,592	68,892	70,192	71,492	71,492
6	60,153	61,958	62,559	63,762	64,965	66,169	63,945	65,863	66,502	67,781	69,060	70,339	67,738	69,770	70,448	71,803	73,157	74,512	74,512
7	62,219	64,086	64,708	65,952	67,197	68,441	66,349	68,339	69,003	70,330	71,657	72,984	70,477	72,592	73,297	74,706	76,116	77,525	77,525
8	64,283	66,211	66,854	68,140	69,426	70,711	68,757	70,820	71,508	72,883	74,258	75,633	73,231	75,427	76,160	77,624	79,089	80,554	80,554
9	66,349	68,339	69,003	70,330	71,657	72,984	71,162	73,297	74,009	75,432	76,855	78,279	75,973	78,252	79,012	80,531	82,051	83,570	83,570
10	68,415	70,467	71,151	72,520	73,888	75,256	73,561	75,768	76,504	77,975	79,446	80,917	78,701	81,062	81,849	83,423	84,997	86,571	86,571
11	70,477	72,592	73,297	74,706	76,116	77,525	75,973	78,252	79,012	80,531	82,051	83,570	81,450	83,894	84,708	86,337	87,966	89,595	89,595
12	72,547	74,723	75,448	76,899	78,350	79,801	78,375	80,726	81,510	83,077	84,645	86,212	84,200	86,726	87,568	89,252	90,936	92,620	92,620
13	74,622	76,861	77,607	79,100	80,592	82,084	80,775	83,198	84,006	85,621	87,237	88,852	86,506	89,101	89,966	91,697	93,427	95,157	95,157
14							82,501	84,976	85,801	87,451	89,102	90,752	90,440	93,153	94,057	95,866	97,675	99,484	99,484
15							82,834	85,319	86,148	87,804	89,461	91,118	91,093	93,825	94,736	96,558	98,380	100,202	100,202
16							84,411	86,943	87,788	89,476	91,164	92,852	93,126	95,920	96,851	98,714	100,576	102,439	102,439
17							85,678	88,248	89,105	90,819	92,532	94,246	94,523	97,359	98,304	100,195	102,085	103,976	103,976
18							86,962	89,571	90,440	92,179	93,919	95,658	95,942	98,820	99,779	101,698	103,617	105,536	105,536
19							88,266	90,914	91,797	93,562	95,327	97,093	97,380	100,301	101,275	103,223	105,170	107,118	107,118
20							89,591	92,279	93,175	94,967	96,758	98,550	98,841	101,807	102,795	104,772	106,749	108,726	108,726
21							90,934	93,662	94,572	96,390	98,209	100,028	100,324	103,333	104,336	106,343	108,349	110,356	110,356
22							92,298	95,067	95,990	97,836	99,682	101,528	101,828	104,883	105,901	107,938	109,975	112,011	112,011
23							93,683	96,494	97,430	99,304	101,178	103,051	103,356	106,456	107,490	109,557	111,624	113,691	113,691
24							95,089	97,941	98,892	100,794	102,696	104,598	104,906	108,053	109,102	111,200	113,298	115,396	115,396
25							96,515	99,410	100,375	102,306	104,236	106,166	106,480	109,675	110,740	112,869	114,999	117,128	117,128

\*This salary schedule includes ratio from LMSVTA Contract Appendix E

**Effective January 1, 2019 (200 days)**

66



**La Mesa-Spring Valley School District  
NURSES CERTIFICATED SALARY SCHEDULE**

**Effective January 1, 2019 (184 Days)**

**APPENDIX B-6  
Salary Schedule for Nurses**

CLASS	I		II		III		IV	
	BA + RN License	Annual	BA + RN License and Preliminary School Services Nurse Services Credential	Annual	BA + RN License and Clear Nurse Services Credential	Annual	BA RN License and Clear Nurse Services Credential and MA + 30	Annual
Step	Annual	Annual	Annual	Annual	Annual	Annual	Annual	Step
1	56,887	56,887	56,887	56,887	56,887	56,887	56,887	1
2	56,887	56,887	56,887	56,887	56,887	56,887	56,887	2
3	56,887	56,887	56,887	56,887	56,887	56,887	59,198	3
4	56,887	56,887	56,887	56,887	58,825	58,825	61,933	4
5	56,887	56,887	57,778	57,778	61,212	61,212	64,648	5
6	56,887	56,887	59,833	59,833	63,605	63,605	67,377	6
7	57,778	57,778	61,887	61,887	65,996	65,996	70,103	7
8			63,939	63,939	68,392	68,392	72,841	8
9			65,996	65,996	70,783	70,783	75,567	9
10			68,051	68,051	73,172	73,172	78,283	10
11			70,103	70,103	75,567	75,567	81,017	11
12			72,160	72,160	77,959	77,959	83,752	12
13			74,225	74,225	80,344	80,344	86,048	13
14					82,063	82,063	89,957	14
15					82,394	82,394	90,607	15
16					83,961	83,961	92,632	16
17					85,221	85,221	94,021	17
18					86,499	86,499	95,431	18
19					87,797	87,797	96,863	19
20					89,114	89,114	98,316	20
21					90,451	90,451	99,790	21
22					91,807	91,807	101,288	22
23					93,184	93,184	102,806	23
24					94,581	94,581	104,349	24
25					96,001	96,001	105,914	25

**APPENDIX B-7**  
**La Mesa-Spring Valley School District**  
**SALARY SCHEDULE FOR SPEECH LANGUAGE PATHOLOGISTS**

**Effective January 1, 2019 (184 days)**

CLASS	IV	V	VI	
	BA + 45 units or MA	BA + 60 units or MA + 15	BA + 75 with MA or MA + 30	
Step	Annual	Annual	Annual	Step
1	68,051	73,172	78,283	1
2	70,103	75,567	81,017	2
3	72,160	77,959	83,752	3
4	74,225	80,344	86,048	4
5	74,225	82,063	89,957	5
6	74,225	82,394	90,607	6
7	74,225	83,961	92,632	7
8	74,225	85,221	94,021	8
9	74,225	86,499	95,431	9
10	74,225	87,797	96,863	10
11	74,225	89,114	98,316	11
12	74,225	90,451	99,790	12
13	74,225	91,807	101,288	13
14	74,225	93,184	102,806	14
15	74,225	94,581	104,349	15
16	74,225	96,001	105,914	16

\* Step 1 is equivalent to Step 10 of the Certificated Salary Schedule

\*\* Step increase ends at step 16 which is equivalent to step 25 of Certificated Salary Schedule

**La Mesa-Spring Valley School District**  
**SOCIAL WORKER SALARY SCHEDULE**

Effective 1/1/2019

**APPENDIX B-8**  
**Salary Schedule for Social Workers**

CLASS		I	II	III	IV	V	VI	
	Step	BA	BA + 15 units	BA + 30 units	BA + 45 units or MA	BA + 60 units or MA + 15	BA + 75 with MA or MA + 30	Step
	1	56,887	56,887	56,887	56,887	56,887	56,887	1
	2	56,887	56,887	56,887	56,887	56,887	56,887	2
	3	56,887	56,887	56,887	56,887	56,887	59,198	3
	4		56,887	56,887	56,887	58,825	61,933	4
	5		56,887	56,887	57,778	61,212	64,648	5
	6		56,887	56,887	59,833	63,605	67,377	6
	7			57,778	61,887	65,996	70,103	7
	8				63,939	68,392	72,841	8
	9				65,996	70,783	75,567	9
	10				68,051	73,172	78,283	10
	11				70,103	75,567	81,017	11
	12				72,160	77,959	83,752	12
	13				74,225	80,344	86,048	13
	14					82,063	89,957	14
	15					82,394	90,607	15
	16					83,961	92,632	16
	17					85,221	94,021	17
	18					86,499	95,431	18
	19					87,797	96,863	19
	20					89,114	98,316	20
	21					90,451	99,790	21
	22					91,807	101,288	22
	23					93,184	102,806	23
	24					94,581	104,349	24
	25					96,001	105,914	25

# La Mesa-Spring Valley School District

## Early Start Program

Effective January 1, 2019 (204 days)

### APPENDIX B-9 Salary Schedule for Early Start Program

CLASS	I		II		III		IV		V		VI	
	BA	Annual	BA + 15 units		BA + 30 units		BA + 45 units or MA		BA + 60 units or MA + 15		BA + 75 with MA or MA + 30	
Step		Annual	Annual		Annual		Annual		Annual		Annual	
1	63,071	63,071	63,071		63,071		63,071		63,071		63,071	
2	63,071	63,071	63,071		63,071		63,071		63,071		63,071	
3	63,071	63,071	63,071		63,071		63,071		63,071		65,633	
4			63,071		63,071		63,071		65,219		68,664	
5			63,071		63,071		64,057		67,865		71,675	
6			63,071		63,071		66,336		70,518		74,701	
7					64,057		68,613		73,169		77,722	
8							70,889		75,826		80,760	
9							73,169		78,477		83,781	
10							75,448		81,125		86,792	
11							77,722		83,781		89,824	
12							80,003		86,433		92,855	
13							82,294		89,077		95,401	
14									90,982		99,735	
15									91,349		100,455	
16									93,087		102,700	
17									94,485		104,240	
18									95,900		105,805	
19									97,340		107,392	
20									98,801		109,003	
21									100,282		110,638	
22									101,786		112,298	
23									103,312		113,980	
24									104,862		115,690	
25									106,435		117,426	

## APPENDIX C

### Placement on the Salary Schedule

- A. The classification is determined by professional training, which must be substantiated by presentation of an official college transcript. The step is determined by the years of experience for which verification may be requested. After placement on the salary schedule, a teacher shall progress according to the regulations set forth in the District Policy. A valid teaching credential is required in all classifications.
- B. Upon initial service to the District, regardless of previous experience, the highest entry step possible for teachers new to the District shall be Step 10. Classification placement shall be predicated on the number of units possessed by the applicant in accordance with the teachers' salary schedule.

#### Definition of Classes

- Class I: A Bachelor's degree from an accredited college.  
Note: Nondegree certificated personnel shall be paid ninety-five percent (95%) of the amount at the appropriate step of Class I and shall remain in that status until their degree is obtained.
- Class II: A Bachelor's degree plus 15 units (semester hours) from an accredited 4-year college. (Units to be taken from an institute other than a 4-year college shall be related to the employee's assignment and be approved by the Assistant Superintendent, Human Resources, prior to enrollment.)
- Class III: A Bachelor's degree plus 30 units (semester hours) from an accredited 4-year college. (Units to be taken from an institute other than a 4-year college shall be related to the employee's assignment and be approved by the Assistant Superintendent, Human Resources, prior to enrollment.)
- Class IV: A Bachelor's degree plus 45 units (semester hours) from an accredited 4-year college, or a Master's degree. (Units to be taken from an institute other than a 4-year college shall be related to the employee's assignment and be approved by the Assistant Superintendent, Human Resources, prior to enrollment.)
- Class V: A Bachelor's degree plus 60 units (semester hours) from an accredited 4-year college, or a Master's degree plus 15 units (semester hours). (Units to be taken from an institute other than a 4-year college shall be related to the employee's assignment and be approved by the Assistant Superintendent, Human Resources, prior to enrollment.)
- Class VI: A Bachelor's degree plus 75 units (semester hours) from an accredited 4-year college with a Master's degree, or a Master's degree plus 30 units (semester hours) from an accredited college. (Units to be taken from an institute other than a 4-year college shall be related to the employee's assignment and be approved by the Assistant Superintendent, Human Resources, prior to enrollment.)

Note: An additional .04 times the beginning salary (Class I, Step I) will be given for the earned doctorate.

- C. Experience Credit for Step and Classification Placement (Effective July 1, 2001; Revised July 1, 2005; Revised/Effective July 1, 2015)

Maximum placement for previous experience outside the District (teaching, clinical, and military) shall be determined by:

1. Up to 2 (two) years of military experience may be counted in lieu of teaching experience.

2. Each year of certificated experience credited must include service of not less than seventy-five percent (75%) of the total number of days the school was in session, or not less than seventy-five (75%) of a full contract year in a private/public sector, equivalent, position.
3. All coursework, in order to qualify for classification placement, must be related to the assignment for which the employee was hired.
4. All full-time private/public clinical experience can be submitted for placement. Clinical experience, in order to qualify for classification placement, must be related to the assignment for which the employee was hired.

## **APPENDIX D**

### **Advancement on the Salary Schedule**

- A. A certificated employee shall be granted one (1) step increment for each year of satisfactory service until the maximum salary in the pertinent classification has been reached.

Note: those individuals currently in Classes I, II, III or IV and at one of those steps higher than the last effective step of each class, or who have reached the highest effective step of those respective classes, shall be frozen at that step. Upon acquiring the necessary units for classification change, a person shall be permitted placement in the next class at the same step, or the next highest step which is operational at that time, whichever is the higher dollar amount. Those persons moving out of Class III, having been frozen at a lower step will, upon movement to Class V, regain placement upon their appropriate step of experience.

- B. Courses taken for classification change shall be related to the employee's assignment or related to a specific future position with the District.
- C. Classification change will become effective on the first of the month if the reclassification request is submitted by the tenth (10<sup>th</sup>) of the month. Proof of units completed may be verified by grade cards or a letter from the college/university instructor, with official college transcripts to be submitted within ninety (90) days after the date of reclassification.
- D. Teachers who successfully complete the requirements of Teacher Induction training each year will receive the equivalent of three (3) semester units of college credit toward salary advancement (maximum six [6] semester units).
1. With verification of completion of a Teacher Induction program in another district new, out-of-district employees will receive three (3) semester units credit per year (maximum six [6] semester units).

## APPENDIX E

### Salary Schedule Ratios Applicable to Support and Service Personnel

Years of Experience in Position					
Position	1	2	3	4	5
Educationally Related Mental Health Service Provider	3%	4%	6%	8%	10%
Psychologist, Behavior Analyst	2%	3%	4%	5%	6%
Counselor Academic Year	2%	3%	4%	5%	6%
Counselor Extended Year	2%	3%	4%	5%	6%

#### 1. PLACEMENT ON RATIO SALARY SCHEDULE

- A. An employee continuing from the preceding school year, who is transferred from the certificated salary schedule to the ratio salary schedule, shall first have his/her salary determined on the appropriate class and step of the teachers' salary schedule for the ensuing year in accordance with existing regulations. He/she shall then be placed at the appropriate ratio range of the ratio schedule on the basis of the assigned position and to the step within this ratio range which represents his/her experience credited.
- B. A support or service personnel applicant new to the District shall be credited with up to ten (10) years total experience, teaching and equivalent combined, establishing a base salary on the appropriate step up to step eleven (11). The proper ratio step for years in the same support or service personnel position will then be applied to this base salary figure. Nonpublic school or college-level experience may be applied on the basis of two (2) years for one (1).
- C. Personnel may request permission to deviate from the designated work periods with the understanding that salary deductions for lesser periods of time worked will be computed on a basis commensurate with that amount paid on an annual daily rate. This same rule shall apply for extended service in a like capacity or assigned responsibility.



## 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. The compensation is for duties clearly outside 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 STEAM @ La Presa 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 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 (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:  $\$400/8 = \$50 \times .70 = \$35.00$

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	per diem
Presentations	per diem
K Screening (7-hour minimum)	per diem
Team/Department Planning	per diem

**IEP Relief Rate:**

IEP meetings – Bargaining Unit Employees (BUE) assigned to the seven (7)-hour workday inclusive of lunch (general and special education teachers, APE teachers, and Speech-Language Pathologists) shall be compensated at the hourly rate, pro-rated on the quarter hour, rounded up, after one hour has passed from the conclusion of the workday. BUE assigned to the eight (8)-hour workday exclusive of lunch (site-resource teachers/specialists, site coaches, counselors, social workers, psychologists and nurses) shall be compensated at the hourly rate, prorated on the quarter hour, rounded up, after one hour has passed from the conclusion of the workday. Per Appendix F B2, the calculation for the hourly rate shall be per diem.

**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 the 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:

<b>Gate</b>	<b>\$25.45</b>
<b>After School Clubs</b>	<b>\$21.98</b>
<b>Health and Safety</b>	<b>\$770.94</b> annually*
<b>Staff Development</b>	<b>\$210</b> per day (if less than five (5) hours, <b>\$35.00</b> per hour)
<b>Teacher Additional Duties</b>	<b>\$1,200.00</b> annually*
<b>Testing Coordinator</b>	<b>\$700</b> annually* plus three (3) days of release time
(Middle School & Elementary Schools)	
<b>Yearbook (Middle School)</b>	<b>\$1300</b> annually*
<b>Consulting Teachers</b>	<b>\$1,500</b> annually*
<b>PAR/Induction Panel Stipend</b>	<b>\$1133.73</b> annually**
<b>Site Technology Lead</b>	<b>\$770.94</b> annually*
<b>Sixth Grade Camp Stipend</b>	<b>\$23.13</b> per day

\*Annual amounts paid tenthly September – June

\*\*Annual amounts paid once per year in June

# APPENDIX G-1

La Mesa-Spring Valley Schools

## CERTIFICATED EVALUATION

NAME:	Course/Subject/ Grade Level:	School/ Department:	School Year: Today's Date:
-------	---------------------------------	------------------------	----------------------------------

Date of Observations	Temporary <input type="checkbox"/>	Probationary <input type="checkbox"/>	1st Year <input type="checkbox"/>	2nd Year <input type="checkbox"/>	Permanent <input type="checkbox"/>	Date of Last Evaluation
----------------------	------------------------------------	---------------------------------------	-----------------------------------	-----------------------------------	------------------------------------	-------------------------

### Personal Objective(s) attached

#### INSTRUCTIONS:

Please check the rating for each element that best describes the performance of the employee as based on the evaluation rubric. If any elements are marked unsatisfactory, provide evidence/comments and include how the area is to be improved.

[Assessed by reflection, observation, documentation, conference]

Domain I: Creating and Maintaining Effective Environments for Student Learning	Rating on Elements (Double Click Appropriate Box)	EVIDENCE
1.1 Creating an engaging physical environment which includes visual scaffolding and student work displays.	Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/>	
1.2 Maintaining a safe and orderly physical environment. Establishing a climate that promotes fairness and respect.	Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/>	
1.3 Promoting social development and group responsibility.	Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/>	
1.4 Planning and implementing classroom procedures and routines that support student learning. (Includes effective classroom management/discipline that is child centered.)	Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/>	

Evaluator's  
Signature \_\_\_\_\_

Date \_\_\_\_\_

Evaluatee's  
Signature \_\_\_\_\_

Date \_\_\_\_\_

Page 1 of 7

## APPENDIX G-1 (Cont.)

La Mesa-Spring Valley Schools

### CERTIFICATED EVALUATION

Domain II: Planning Instruction and Designing Learning Experiences for All Students	Rating on Elements	EVIDENCE
2.1 Establishing and articulating SMART goals that reflect high expectations for student learning.	Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/>	
2.2 Designing short term and long term plans consistent with established goals and essential standards to foster student learning.	Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/>	
2.3 Developing logically sequenced instructional activities and materials to ensure access and maximize student learning.	Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/>	
2.4 Interrelating ideas and information within and across subject matter areas.	Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/>	

Evaluator's  
Signature \_\_\_\_\_

Date \_\_\_\_\_

Evaluatee's  
Signature \_\_\_\_\_

Date \_\_\_\_\_

Page 2 of 7

# APPENDIX G-1 (Cont.)

La Mesa-Spring Valley Schools

## CERTIFICATED EVALUATION

Domain III: Engaging and Supportive Instruction to Facilitate the Learning of all Students.	Rating on Elements	EVIDENCE
3.1 Demonstrating knowledge of subject matter content and student development.	Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/>	
3.2 Connecting to and valuing students' prior knowledge, life experience, interests and development needs with learning goals.	Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/>	
3.3 Using a variety of instructional strategies that are appropriate to the subject matter to differentiate learning experiences and responding to students' diverse needs.	Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/>	
3.4 Using materials, resources, and technologies to make subject matter accessible to students.	Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/>	
3.5 Engaging students in problem solving, critical analysis, and other higher level thinking skills.	Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/>	
3.6 Promoting students in developing the skills needed to monitor their own learning including self-reflection, understanding their assessments and learning goals.	Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/>	
3.7 Using instructional time effectively.	Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/>	

Evaluator's  
Signature \_\_\_\_\_

Date \_\_\_\_\_

Evaluatee's  
Signature \_\_\_\_\_

Date \_\_\_\_\_

Page 3 of 7

## APPENDIX G-1 (Cont.)

La Mesa-Spring Valley Schools

### CERTIFICATED EVALUATION

Domain IV: Assessing Student Learning	Rating on Elements	EVIDENCE
4.1 Collecting and using a variety of sources of information to assess student learning.	Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/>	
4.2 Using on-going formative assessment results to guide/modify instruction.	Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/>	
4.3 Communicating with students/families/others about student progress. (Includes promoting positive home/school relations.)	Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/>	

Evaluator's  
Signature \_\_\_\_\_

Date \_\_\_\_\_

Evaluatee's  
Signature \_\_\_\_\_

Date \_\_\_\_\_

Page 4 of 7

## APPENDIX G-1 (Cont.)

La Mesa-Spring Valley Schools

### CERTIFICATED EVALUATION

Domain V: Developing as a Professional Educator	Rating on Elements	EVIDENCE
5.1 Reflecting on teaching practices to establish professional goals and pursue opportunities to grow professionally.	Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/>	
5.2 Engaging with Professional Learning Communities (PLCs) in dialogue, reflection and collaboration to meet students' needs.	Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/>	
5.3 Sharing in the responsibility for smooth operation of the school.	Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/>	
5.4 Communicating and interacting with parents and community.	Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/>	

Evaluator's  
Signature \_\_\_\_\_

Date \_\_\_\_\_

Evaluatee's  
Signature \_\_\_\_\_

Date \_\_\_\_\_

Page 5 of 7

## APPENDIX G-1 (Cont.)

La Mesa-Spring Valley Schools

### CERTIFICATED EVALUATION

Overall Comments Relating to Performance (if applicable)

--

The Next Two Sections Are Optional

Continuous Growth Interests:
------------------------------

Specific Goals for Continuous Improvement:
--

<b>Use this box only if the summative findings are Unsatisfactory.</b> Plan for Improvement as Related to Unsatisfactory Performance:
--

☐ **The summative findings of this evaluation indicate an overall rating of satisfactory performance.**

☐ **The summative findings of this evaluation indicate an overall rating of unsatisfactory performance.**

A copy of this document will be placed in your personnel file. You shall have a right to respond in writing to this evaluation. This response shall be attached to the evaluation prior to it being placed in your personnel file if received within ten (10) working days after the receipt of the evaluation. If received after ten (10) days, it will be added to the personnel file when received by the District.

Evaluator's  
Signature \_\_\_\_\_

Date \_\_\_\_\_

Evaluatee's  
Signature \_\_\_\_\_

Date \_\_\_\_\_

Page 6 of 7



**APPENDIX G-1 (Cont.)**

La Mesa-Spring Valley Schools

**CERTIFICATED EVALUATION**

Personal Objectives:	
Narrative regarding progress towards completion:	

Evaluator's Signature	_____	Date	_____	Evaluatee's Signature	_____	Date	_____
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## APPENDIX G-2

### Counselor Evaluation

La Mesa-Spring Valley School District  
**Certificated Support Staff Evaluation**  
**COUNSELOR**

NAME:		School:		School Year:		Today's Date:	
Date of Observations:		Temporary	<input type="checkbox"/>	Probationary	1 <sup>st</sup> Year <input type="checkbox"/> 2 <sup>nd</sup> Year <input type="checkbox"/>	Permanent	<input type="checkbox"/>
		Date of Last Evaluation:					

Personal Objective(s) attached

**INSTRUCTIONS:**

Please check the rating for each element that best describes the performance of the employee as based on the evaluation rubric. If any elements are marked unsatisfactory, provide evidence/comments and include how the area is to be improved.

[Assessed by reflection, observation, documentation, conference]

	Rating on Elements	EVIDENCE
1. Uses developmental counseling techniques to assist pupils with needs ranging from emergency situations to long-range decision making.	Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/>	
2. Orients parents to counseling and guidance services; assists parents in understanding their child's school progress and development.	Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/>	
3. Collects, analyzes and shares assessment data to support pupils in various educational programs and make appropriate intervention referrals. Maintains accurate records for students on caseload.	Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/>	
4. Provides a variety of intervention services (i.e.: individual, small/large group counseling, crisis intervention, behavior management).	Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/>	
5. Conducts classroom lessons on various guidance topics.	Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/>	
6. Coordinates and consults with staff and District/community agencies to support parents and provide necessary information concerning individual needs, student's progress and abilities, and interpersonal relationships. (Including drug abuse, child abuse and mental health concerns.)	Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/>	

Evaluator's Signature \_\_\_\_\_ Date \_\_\_\_\_ Evaluator's Signature \_\_\_\_\_ Date \_\_\_\_\_



## APPENDIX G-2 (Cont.)

### Counselor Evaluation

7. Develops, maintains and reviews 504 accommodation plans per legal requirements.	Satisfactory <input type="checkbox"/>	Unsatisfactory <input type="checkbox"/>	
8. Attends and/or facilitates Student Study Team and IEP meetings as necessary to support student success.	Satisfactory <input type="checkbox"/>	Unsatisfactory <input type="checkbox"/>	
9. Follows all federal, state and District regulations and policies (CPS, IDEA, etc.).	Satisfactory <input type="checkbox"/>	Unsatisfactory <input type="checkbox"/>	
10. Collaborates with administration in planning curricular programs and scheduling to meet the needs of students.	Satisfactory <input type="checkbox"/>	Unsatisfactory <input type="checkbox"/>	
11. Maintains awareness and understanding of current counseling and educational trends; participates in Professional Learning Community work.	Satisfactory <input type="checkbox"/>	Unsatisfactory <input type="checkbox"/>	
12. Shares responsibility for the effective operation of the school, including student supervision, assisting with testing procedures and planning and coordinating the work of paraprofessionals and interns as necessary.	Satisfactory <input type="checkbox"/>	Unsatisfactory <input type="checkbox"/>	
13. MIDDLE SCHOOL ONLY – Conducts parent meetings regarding high school placement and graduation requirements.	Satisfactory <input type="checkbox"/>	Unsatisfactory <input type="checkbox"/>	

Evaluator's  
Signature \_\_\_\_\_

Final 2009

## APPENDIX G-2 (Cont.)

### Counselor Evaluation

Overall Comments Relating to Performance (if applicable)

The Next Two Sections Are Optional

Continuous Growth Interests:

Specific Goals for Continuous Improvement:

Use this box only if the summative findings are Unsatisfactory.  
Plan for Improvement as Related to Unsatisfactory Performance:

☐ The summative findings of this evaluation indicate an overall rating of satisfactory performance.

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Evaluator's  
Signature \_\_\_\_\_

Final 2009

APPENDIX G-2 (Cont.)  
Counselor Evaluation


Evaluator's  
Signature

Final 2009

\_\_\_\_\_



# APPENDIX G-3

## Dean of Students Evaluation

La Mesa-Spring Valley School District

### Certificated Special Assignment Evaluation

#### DEAN OF STUDENTS

DEAN'S NAME		School		School Year		Today's Date	
Date of Observations		Temporary	<input type="checkbox"/>	Probationary	1 <sup>st</sup> Year <input type="checkbox"/> 2 <sup>nd</sup> Year <input type="checkbox"/>	Permanent	<input type="checkbox"/>
						Date of Last Evaluation	

Personal Objective(s) attached

#### INSTRUCTIONS:

Please check the rating for each element that best describes the performance of the employee as based on the evaluation rubric. If any elements are marked unsatisfactory, provide evidence/comments and include how the area is to be improved.

[Assessed by reflection, observation, documentation, conference]

	Rating on Elements	EVIDENCE
1. Establishes and maintains standards of pupil behavior needed to achieve a safe, orderly campus.	Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/>	
2. Establishes a climate that promotes fairness, respect, social development, and responsibility.	Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/>	
3. Plans and implements school procedures and routines that support learning and safety.	Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/>	
4. Works with classroom teachers to create and maintain effective classroom management plans.	Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/>	
5. Participates in, and/or leads, meetings such as Student Study Team, IEP, District Behavior Support Team, Student Attendance Review Board, and Administrative Review Panel.	Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/>	
6. Organizes and implements Small Learning Community (SLC) and school wide events.	Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/>	
7. Organizes and facilitates Small Learning Community staff meetings.	Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/>	

Evaluator's  
Signature \_\_\_\_\_

Final 2009

# **APPENDIX G-3 (Continued)** **Dean of Students Evaluation**

8. Participates in Professional Learning Community work.	Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/>	
9. Assists in collecting and analyzing student data to determine appropriate behavior and academic intervention plans.	Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/>	
10. Coordinates with counselors and community support services to ensure student success.	Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/>	
11. Communicates with parents/guardians through a variety of means in a timely manner.	Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/>	
12. Collaborates with staff members and social agencies to assess and help pupils and parents solve health, attitudinal and learning problems.	Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/>	
13. Supervises pupils in class and out-of-classroom activities, including before and after school supervision, and evening events.	Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/>	

Evaluator's  
Signature \_\_\_\_\_

Final 2009



## APPENDIX G-3 (Cont.)

### Dean of Students Evaluation

Overall Comments Relating to Performance (if applicable)

The Next Two Sections Are Optional

Continuous Growth Interests:

Specific Goals for Continuous Improvement:

Use this box only if the summative findings are Unsatisfactory.  
Plan for Improvement as Related to Unsatisfactory Performance:

☐ The summative findings of this evaluation indicate an overall rating of satisfactory performance.

☐ The summative findings of this evaluation indicate an overall rating of unsatisfactory performance.

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Evaluator's  
Signature \_\_\_\_\_

Final 2009



**APPENDIX G-3 (Cont.)**

**Dean of Students Evaluation**


Evaluator's  
Signature

Final 2009

\_\_\_\_\_

# APPENDIX G-4

## Nurse Evaluation

### La Mesa-Spring Valley School District Certificated Support Staff Evaluation NURSE

NAME:		Assignment:		Evaluator:		School Year:
						Today's Date:

Date of Observations	Temporary <input type="checkbox"/>	Probationary 1 <sup>st</sup> Year <input type="checkbox"/>	2 <sup>nd</sup> Year <input type="checkbox"/>	Permanent <input type="checkbox"/>	Date of Last Evaluation
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Personal Objective(s) attached

#### INSTRUCTIONS:

Please check the rating for each element that best describes the performance of the employee as based on the evaluation rubric. If any elements are marked unsatisfactory, provide evidence/comments and include how the area is to be improved.

[Assessed by reflection, observation, documentation, conference]

	Rating on Elements	EVIDENCE
1. Assesses and evaluates the health and development status of selected pupils through nursing diagnosis and appropriate evaluation techniques.	Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/>	
2. Serves as a resource at Student Study Team and IEP meetings.	Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/>	
3. Counsels pupils, parents and staff regarding pupils' health problems.	Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/>	
4. Maintains accurate, up-to-date District health records.	Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/>	
5. Conducts scoliosis screenings for mandated grade levels.	Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/>	
6. Develops individual health care plans for students with specific health needs.	Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/>	
7. Administers medication as needed to children with diabetes and provides ongoing monitoring of blood sugar levels.	Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/>	

Evaluator's  
Signature \_\_\_\_\_

Date \_\_\_\_\_

Evaluatee's  
Signature \_\_\_\_\_

Date \_\_\_\_\_

Page 1 of 4

Final 2009



# APPENDIX G-4 (Cont.)

## Nurse Evaluation

8. Implements, follows and supervises school staff related to District policy regarding dispensation and storage of prescribed medications.	Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/>	
9. Assists District staff by providing ongoing Tuberculosis testing as required by law.	Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/>	
10. Develops and maintains relationships with community agencies in order that referrals can be made to assist families in meeting health needs.	Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/>	
11. Assist staff with the implementation of family life curricula when requested.	Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/>	
12. Assists with training of health clerks, health aides, LVNs and other staff members as needed.	Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/>	
13. Conducts a program of communicable disease control, and assist in the enforcement of District policy concerning communicable diseases.	Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/>	
14. Provides health related information to the high schools to support smooth transition for students.	Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/>	
15. Maintains awareness and understanding of current nursing trends and developments.	Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/>	

Evaluator's  
Signature \_\_\_\_\_

Final 2009

## APPENDIX G-4 (Cont.)

### Nurse Evaluation

Overall Comments Relating to Performance (if applicable)

--

The Next Two Sections Are Optional

Continuous Growth Interests:

--

Specific Goals for Continuous Improvement:

--

Use this box only if the summative findings are Unsatisfactory.  
Plan for Improvement as Related to Unsatisfactory Performance:

--

☐ The summative findings of this evaluation indicate an overall rating of satisfactory performance.

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Evaluator's  
Signature \_\_\_\_\_

Final 2009

## APPENDIX G-4 (Cont.)

### Nurse Evaluation


Evaluator's  
Signature

Final 2009

\_\_\_\_\_



# APPENDIX G-5

## School Psychologist Evaluation

La Mesa-Spring Valley School District

Certificated Support Staff Evaluation

**SCHOOL PSYCHOLOGIST**

NAME:	Assignment:	Evaluator:	School Year:
			Today's Date:

Date of Observations:	Temporary <input type="checkbox"/>	Probationary 1 <sup>st</sup> Year <input type="checkbox"/>	Permanent <input type="checkbox"/>	Date of Last Evaluation:
		2 <sup>nd</sup> Year <input type="checkbox"/>		

Personal Objective(s) attached.

### INSTRUCTIONS:

Please check the rating for each element that best describes the performance of the employee as based on the evaluation rubric. If any elements are marked unsatisfactory, provide evidence/comments and include how the area is to be improved.

[Assessed by reflection, observation, documentation, conference]

	Rating on Elements	EVIDENCE
1. Conducts psycho-educational and behavioral assessments to assess and diagnose specific learning and behavioral disabilities as required by law.	Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/>	
2. Confers with teachers, administrators, and other professional staff on findings of individual tests and helps in efforts to better understand and place each student.	Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/>	
3. Consults with special education personnel concerning individual educational programs, educational goals and objectives, specific educational services, and special instructional media and materials used to achieve objectives.	Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/>	
4. Consults with school personnel concerning appropriate learning objectives for children; plans developmental and remedial programs for pupils in general and special school programs.	Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/>	
5. Consults with school personnel in the development and implementation of classroom methods and procedures designed to facilitate student learning and appropriate behavior.	Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/>	

Evaluator's  
Signature \_\_\_\_\_

Date \_\_\_\_\_

Evaluatee's  
Signature \_\_\_\_\_

Date \_\_\_\_\_

Page 1 of 4

Final 2009



## APPENDIX G-5 (Cont.)

### School Psychologist Evaluation

6. Consults with parents to assist in understanding the learning and adjustment processes of children including cases involving acceleration or retention of a child and helps parents understand their child's disability and its effect on learning and behavior.	Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/>	
7. Participates as a member of the Student Study and IEP teams, including evaluation and presentation of special education students for admission or transfer to other programs or to general education classes.	Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/>	
8. Consults with community agencies, such as probation department, mental health clinics and welfare departments concerning students who are being served by such community agencies.	Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/>	
9. Plans and conducts inservice training and programs for general and special education staff involved in understanding the needs of children requiring interventions and special services.	Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/>	

Evaluator's  
Signature \_\_\_\_\_

Final 2009

## APPENDIX G-5 (Cont.)

### School Psychologist Evaluation

Overall Comments Relating to Performance (if applicable)

The Next Two Sections Are Optional

Continuous Growth Interests:

Specific Goals for Continuous Improvement:

Use this box only if the summative findings are Unsatisfactory.  
Plan for Improvement as Related to Unsatisfactory Performance:

☐

The summative findings of this evaluation indicate an overall rating of satisfactory performance.

☐

The summative findings of this evaluation indicate an overall rating of unsatisfactory performance.

A copy of this document will be placed in your personnel file. You shall have a right to respond in writing to this evaluation. This response shall be attached to the evaluation prior to it being placed in your personnel file if received within ten (10) working days after the receipt of the evaluation. If received after ten (10) days, it will be added to the personnel file when received by the District.

Evaluator's  
Signature

Final 2009



APPENDIX G-5 (Cont.)

School Psychologist Evaluation


Evaluator's  
Signature

Final 2009

\_\_\_\_\_

# APPENDIX G-6

## Speech Language Pathologist Evaluation

La Mesa-Spring Valley School District

### Certificated Support Staff Evaluation SPEECH LANGUAGE PATHOLOGIST

NAME:	Assignment:	Evaluator:	School Year:
			Today's Date:

Date of Observations	Temporary <input type="checkbox"/>	Probationary 1 <sup>st</sup> Year <input type="checkbox"/>	Permanent <input type="checkbox"/>	Date of Last Evaluation
		2 <sup>nd</sup> Year <input type="checkbox"/>		

Personal Objective(s) attached

#### INSTRUCTIONS:

Please check the rating for each element that best describes the performance of the employee as based on the evaluation rubric. If any elements are marked unsatisfactory, provide evidence/comments and include how the area is to be improved.

[Assessed by reflection, observation, documentation, conference]

	Rating on Elements	EVIDENCE
1. Identifies and assesses students with language, speech or hearing disorders.	Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/>	
2. Prepares accurate assessment reports and communicate results to parents and staff.	Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/>	
3. Provides specialized instructional services on an individual, small group or whole class basis.	Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/>	
4. Coordinates the identification process (from referral, evaluation, determination of eligibility, development of IEP) by communicating with parents and staff.	Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/>	
5. Coordinates with parents, teachers and other school personnel, and community agencies in management of a student's communication disorder or delay.	Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/>	
6. Consults with school personnel concerning appropriate learning objectives for children, to plan developmental and intervention programs for pupils in general and special school programs, and assist in the development of educational experimentation and evaluation.	Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/>	

Evaluator's  
Signature \_\_\_\_\_

Date \_\_\_\_\_

Evaluatee's  
Signature \_\_\_\_\_

Date \_\_\_\_\_

Page 1 of 4

Final 2009



## APPENDIX G-6 (Cont.)

### Speech Language Pathologist Evaluation

	Rating on Elements	EVIDENCE
7. Participates in support meetings such as Student Consultation Team, Student Study Team, Professional Learning Community and intervention meetings.	Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/>	
8. Communicates with parents regarding student progress on a regular basis.	Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/>	
9. Maintains understanding of current educational trends and developments.	Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/>	
10. Maintains standard of promptness in carrying out assignments by meeting all deadlines.	Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/>	
11. Collects and analyzes data to use for instructional decision-making.	Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/>	

Evaluator's  
Signature \_\_\_\_\_

Final 2009

## APPENDIX G-6 (Cont.)

### Speech Language Pathologist Evaluation

Overall Comments Relating to Performance (if applicable)

--

The Next Two Sections Are Optional

Continuous Growth Interests:

--

Specific Goals for Continuous Improvement:

--

Use this box only if the summative findings are Unsatisfactory.  
Plan for Improvement as Related to Unsatisfactory Performance:

--

☐ The summative findings of this evaluation indicate an overall rating of satisfactory performance.

☐ The summative findings of this evaluation indicate an overall rating of unsatisfactory performance.

A copy of this document will be placed in your personnel file. You shall have a right to respond in writing to this evaluation. This response shall be attached to the evaluation prior to it being placed in your personnel file if received within ten (10) working days after the receipt of the evaluation. If received after ten (10) days, it will be added to the personnel file when received by the District.

Evaluator's  
Signature

\_\_\_\_\_

Final 2009

**APPENDIX G-6 (Cont.)**

**Speech Language Pathologist Evaluation**


Evaluator's  
Signature

Final 2009

\_\_\_\_\_

**APPENDIX G-7**

**Agreement for Five-Year Certificated Evaluation**

**AGREEMENT FOR FIVE-YEAR CERTIFICATED EVALUATION**

In accordance with the certificated Agreement, section 8.3.C.4:

“Permanent teachers who have been employed at least ten (10) years with the District, are highly qualified as defined under ‘No Child Left Behind,’ and whose previous evaluations indicate the teacher meets or exceeds standards, may be evaluated every five (5) years. For such to occur, the evaluator and employee must agree to the five (5)-year term.”

My last evaluation was during the \_\_\_\_\_ school year. Therefore, the next regular evaluation will be during the \_\_\_\_\_ school year. I understand I, or my evaluator, can cancel this agreement and conduct an evaluation in compliance with the parameters and deadlines of the evaluation yearly cycle.

By signing below, I indicate my agreement to have my evaluation conducted on a five-year term.

\_\_\_\_\_  
Teacher print name

\_\_\_\_\_  
Teacher signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Principal/Evaluator signature

\_\_\_\_\_  
Date

5YREVAL  
2/6/09

White: Human Resources Yellow: Evaluator

Pink: Teacher



## APPENDIX G-8

### Alternative Evaluation

La Mesa-spring Valley School District  
ALTERNATIVE EVALUATION

Name _____	Site _____	School Year _____
Date of Previous Evaluation _____		

I. Project Description completed by teacher:

---

---

---

—OR— Mutually agreed upon goals)

II. Teacher reflection(s) regarding progress:

---

Mid Year Date  _____
Final Date  _____

DI, Principal's Comments

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---

---

Certificated Employee _____	Date _____	Principal _____	Date _____
-----------------------------	------------	-----------------	------------

Pre Eval — Discuss  
January Conference (abandon or continue) May-Due

**APPENDIX H - 1**  
**Public Complaint Form - Employee**

Date Received: \_\_\_\_\_

Date Employee Notified: \_\_\_\_\_

Location/Site: \_\_\_\_\_

Manager: \_\_\_\_\_

**La Mesa-Spring Valley School District**

**Public Charges**

**Employee**

Complainant(s): \_\_\_\_\_

Date(s) spoken to employee and/or employee's supervisor: \_\_\_\_\_

Date reported to your supervisor (include supervisor's name): \_\_\_\_\_

Date of complaint/allegation: \_\_\_\_\_

Date of  
incident: \_\_\_\_\_

What specific Board Policy and/or law causes you to bring about this charge or violation: \_\_\_\_\_

CPS Report Submitted: ☐ YES ☐ NO

Nature of the complaint/allegation: \_\_\_\_\_

Do you wish the charge to continue? ☐ NO ☐ YES\*

\*-Requires a meeting per the District negotiated agreement (Article 8.5, Public Charges) with union representation.

Remedy sought: \_\_\_\_\_

Complainant Signature :

Date:



**APPENDIX H - 2**  
**Public Complaint Form - Public Charge**

Date Received: \_\_\_\_\_

Date Employee Notified: \_\_\_\_\_

Location/Site: \_\_\_\_\_

Manager: \_\_\_\_\_

**La Mesa-Spring Valley School District**

**Public Charges**

Parent/Guardian: \_\_\_\_\_

Date of Complaint/Allegation: \_\_\_\_\_

Date of meeting with principal & teacher: \_\_\_\_\_

Results of parent/teacher/principal meeting: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Was the issue resolved? ☐ YES ☐ NO

Do you wish the charge to continue? ☐ NO ☐ YES\*

\*-Requires a meeting per the District negotiated agreement (Article 8.5, Public Charges) with union representation.

Nature of the complaint/allegation: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Remedy sought: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Complainant Signature :

Date:

# APPENDIX I

## Suspension Form – Article 10.8

### Collective Bargaining Agreement

Student: \_\_\_\_\_ Employee: \_\_\_\_\_

Date of Incident: \_\_\_\_\_ Location of Incident: \_\_\_\_\_

Time of Incident: \_\_\_\_\_ Student has Existing IEP ☐ 504 ☐

<p><b>Duration of suspension:</b>  Remainder of Day <input type="checkbox"/>      Remainder of Day and Day Following <input type="checkbox"/></p> <p>Incident Description:</p>     	<p><b>Article 10.8</b> (Including but not limited to)</p> <p><input type="checkbox"/> Theft/damage of property</p> <p><input type="checkbox"/> Caused/threatened physical injury</p> <p><input type="checkbox"/> Controlled substance</p> <p><input type="checkbox"/> Tobacco</p> <p><input type="checkbox"/> Profanity, vulgarity, obscenity</p> <p><input type="checkbox"/> Willful defiance/disruption*</p> <p><input type="checkbox"/> Other:</p>
--	---

(Per Ed Code 48910a: As soon as possible, the teacher shall ask the parent/guardian to attend a parent-teacher conference regarding the suspension.)

**Employee Section:**

Parent contacted to offer conference      Date \_\_\_\_\_ Time \_\_\_\_\_      Agreed ☐      Declined ☐

**Notes**

**Administrator Section:**

In-School ☐      Out-of-School ☐      Entered into Aeries    Yes ☐      Date: \_\_\_\_\_

Returned to employee on (date): \_\_\_\_\_

**Once suspended, student will not be released for recess, lunch, or other group activities with peers.**

\*Per California Education Code 48900.k(2), K-3 students can only be suspended from class to office (not home) for willful defiance/disruption.

## SIDE LETTER 1

### La Mesa-Spring Valley School District La Mesa-Spring Valley Teachers Association

#### SIDE LETTER: Public Complaint Form


The parties to this letter are the La Mesa-Spring Valley School District and the La Mesa-Spring Valley Teachers Association.


The parties agree that a form shall be developed to utilize in the submittal of public complaints. The form will be developed jointly by the District and the Association working through a subcommittee of the negotiations team.

The intent of the side letter is that by July 1, 2015, the form will be complete and will be utilized in the 2015-2016 school year and ongoing thereafter.

This letter will sunset when the public complaint form is complete.

  
\_\_\_\_\_  
For the District

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
For the Association

  
\_\_\_\_\_  
Date

## SIDE LETTER 2

La Mesa Spring Valley School District

La Mesa-Spring Valley Teachers Association

SIDE LETTER - Amended

### Combination Classroom Relief

The purpose of this side letter is to establish relief procedures for those who are affected or could be affected by redeployment of students as a result of combination classes. Redeployment of students is considered a best practice. The person receiving the deployed students gets the relief if their class size exceeds the student-teacher ratio established by Ed Code in grades Kindergarten through 3<sup>rd</sup> grade or exceeds thirty-five (35) students in grades 4, 5 and 6. Those affected shall meet with the site administrator to collaborate on the relief procedures. It is the intent that relief will be provided immediately based on staff availability. Relief procedures include but are not limited to the following:

If the number of redeployed students is at least one, but no more than ten, one hour per day, per content area (ELA, math, Science/Social Studies), shall be provided for a maximum of 3 hours assistance per day (e.g. If the redeployed students are shared amongst multiple teachers, the teachers shall share the provided relief time).

If the number of the redeployed students is eleven or more, 1.5 hours per day, per content area (ELA, math, Science/Social Studies), shall be provided for a maximum of 4.5 hours assistance per day (e.g. If the redeployed students are shared amongst multiple teachers, the teachers shall share the provided relief time).

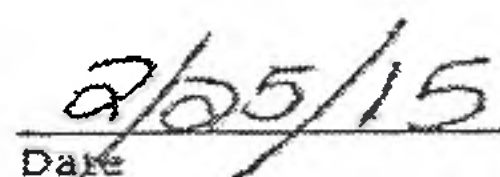
It is further agreed that the student helper assistance shall be used at teacher discretion.

Other options will be considered with the approval of the site administrator and Assistant Superintendent, Learning Support providing such assistance shall not exceed the cost of providing a student helper.

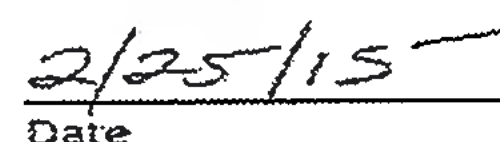
A task force will be created to address this issue by February 2014 to conclude no later than June 2015.

This side letter will sunset no later than June 2018, but can be replaced earlier if relief procedures are renegotiated.

  
For the District

  
Date

  
For the Association

  
Date



## SIDE LETTER 3

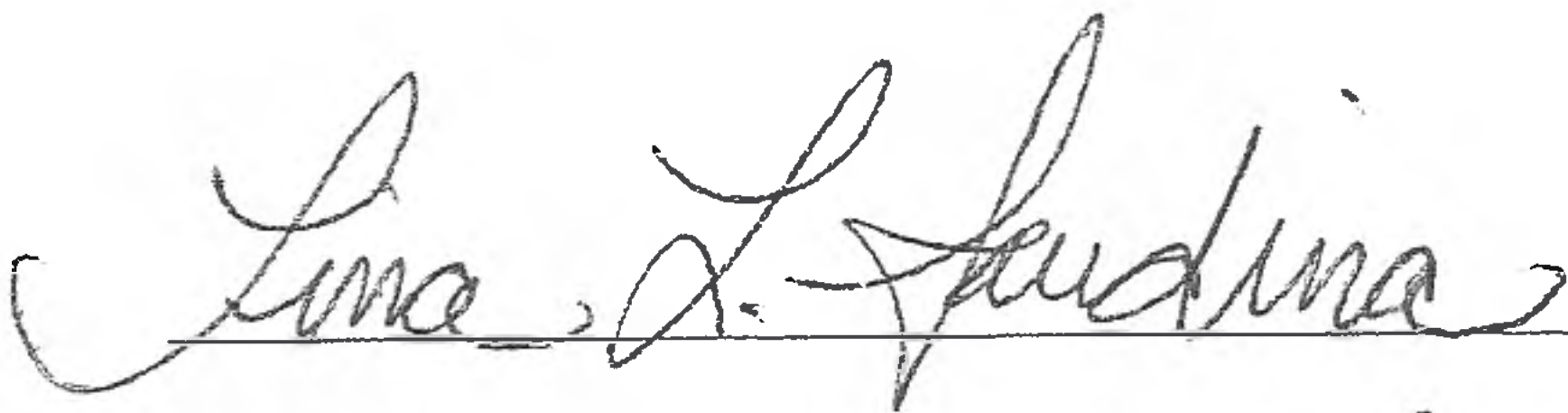
La Mesa-Spring Valley School District  
La Mesa-Spring Valley Teachers Association  
SIDE LETTER: Appendix C Item C for immediate effect.

The purpose of this side letter is to establish a change to the negotiated agreement retroactive to July 1, 2015 and made part of that contract through this side letter. Specifically the following change will have immediate effect and will be made part of the negotiated agreement, subject to ratification when bargaining concludes on or about March 2016.

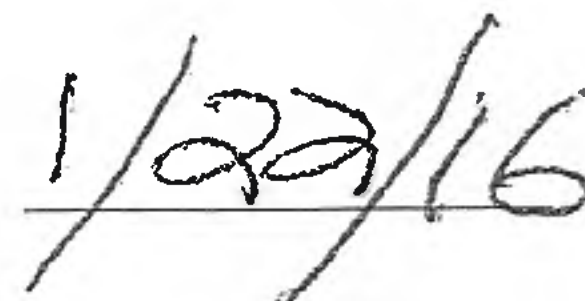
C. Experience Credit for Step and Classification Placement (Effective July 1, 2001; Revised July 1, 2005, revised effective July 1, 2015)

Maximum placement for previous experience outside the District (teaching, clinical, and military) shall be determined by:

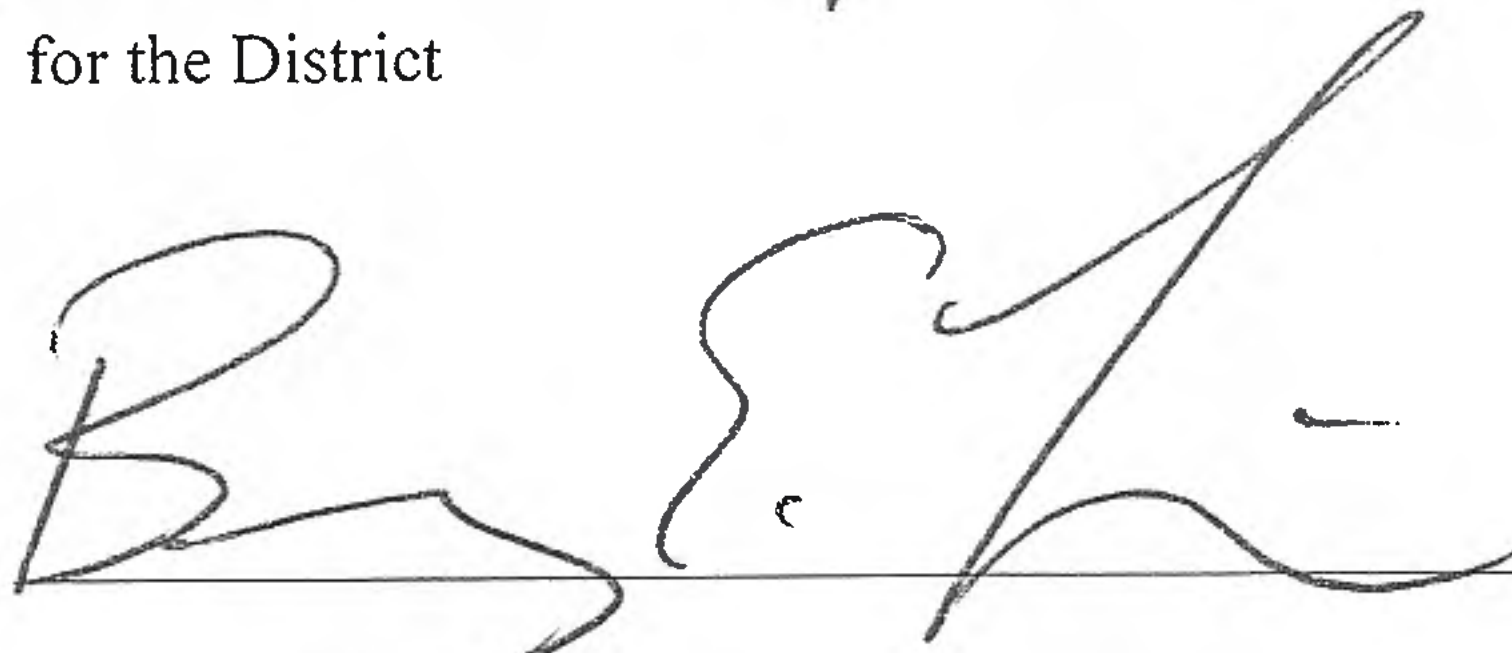
1. Up to 2 (two) years of military experience may be counted in lieu of teaching experience.
2. Each year of ~~teaching~~ certificated experience credited must include service of not less than seventy-five percent (75%) of the total number of days the school was in session, or not less than 75% of a full contract year in a private/public sector, equivalent, position.
3. ~~Teaching experience to be credited must be full-time, under contract, with a credential, in a public or private school.~~
4. 3. All coursework, in order to qualify for classification placement, must be related to the assignment for which the employee was hired.
4. All full time private/public clinical experience can be submitted for placement. Clinical experience, in order to qualify for classification placement, must be related to the assignment for which the employee was hired.



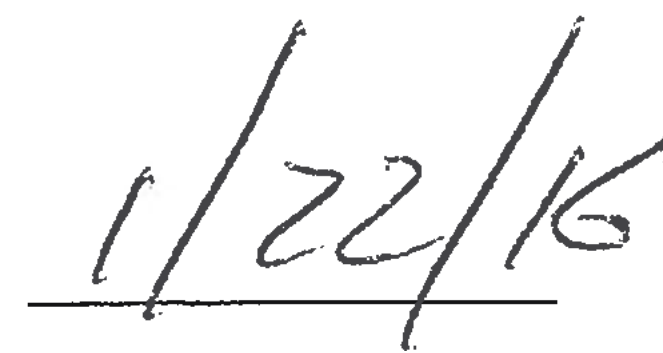
for the District



date



for the Association



date

## SIDE LETTER 4

**La Mesa-Spring Valley School District  
La Mesa-Spring Valley Teachers Association  
SIDE LETTER: Pilot Modifications to Appendix C**

**The purpose of this side letter is to establish a modification to Appendix C of the current negotiated agreement. This modification will result in the district accepting all years of experience for initial classification on the certificated salary schedules. This pilot will commence on July 1, 2015 and sunset on June 30, 2017. Following the 2016-2017 school year, both parties agree to meet to review the effects.**

**Specifically the following line in appendix C item B which reads:**


B. Upon initial service to the District, regardless of previous experience, the highest entry step possible for teachers new to the District shall be Step 10.

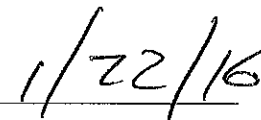
**By mutual agreement will be modified to read:**

B. Upon initial service to the District, the highest entry step possible for ~~teachers~~ certificated staff new to the District shall be Step 25.

  
for the District

  
date

  
for the Association

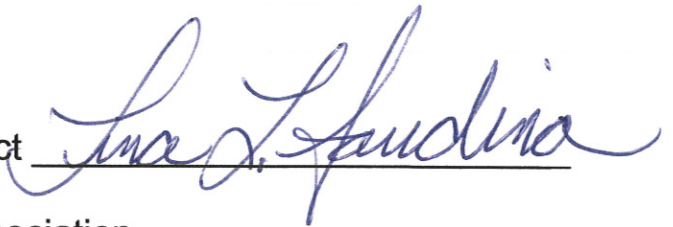
  
date

**SIDE LETTER 5**

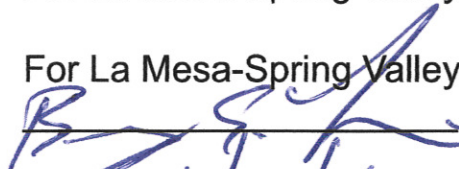
La Mesa-Spring Valley School District  
and  
La-Mesa-Spring Valley Teachers Association  
April 2016

The parties agree that a report card task force shall be formed by May 16, 2016 with the specific intent of reviewing/revising the 4-6 grade report card. The committee shall be formed with no more than nine members: three members to be named by the district, three to be named by the association and no more than three total parent reps from advisory committees. The committee shall meet at least four times and complete it's work by September 30, 2016 or earlier, to be available for the first reporting period. This letter will sunset once the committee has issued it's recommendation.

For La Mesa-Spring Valley School District



For La Mesa-Spring Valley Teachers Association

  
Date 4/13/16

## Side Letter 6

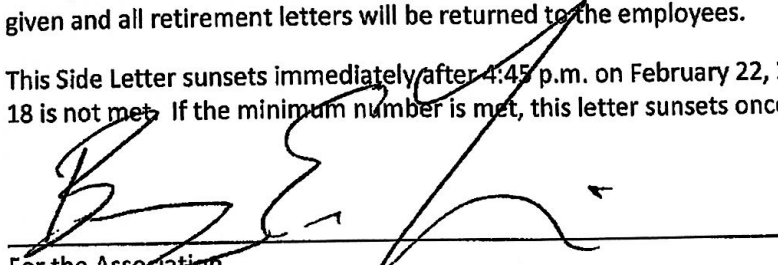
La Mesa Spring Valley School District  
La Mesa-Spring Valley Teachers Association

### SIDE LETTER: Retirement Early Tell

The District agrees to offer a one-time incentive of \$3,500 to each teacher that submits a non-rescindable letter of resignation due to retirement effective June 14, 2019, as long as a minimum of ~~twenty (20)~~ eighteen (18) are received by February 22, 2019 at 4:45 p.m. Payment will be reflected on the first available paycheck.

If the minimum of ~~twenty (20)~~ eighteen (18) are not received by February 22, 2019, no incentive will be given and all retirement letters will be returned to the employees.

This Side Letter sunsets immediately after 4:45 p.m. on February 22, 2019, if the minimum number of ~~20~~ 18 is not met. If the minimum number is met, this letter sunsets once all incentives are paid.

  
For the Association

2/26/2019  
Date

  
Tina Sardina, Assistant Superintendent, Human Resources

3/1/2019  
Date



## MOU 1

Memorandum of Understanding between the La Mesa-Spring Valley School District  
and the La Mesa-Spring Valley Teachers Association

December 12, 2014

Amended September 1, 2015

The purpose of this memorandum details the practice for ensuring that substitutes are present on campus prior to bargaining unit employees attending district in-service and training. This practice will sunset and be reviewed on June 30, 2016; however, it may be extended by mutual consent.

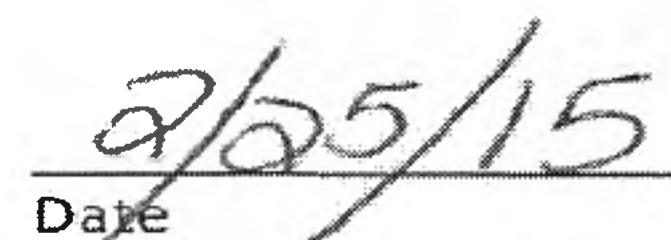
Both parties recognize that due to the midyear start of this process various individual adjustments and accommodations shall be made to satisfy trainings currently established and calendared.

Except for staff development on Tuesdays, certificated staff will report to her/his work location prior to attendance at in-service/trainings. Upon arrival of the guest teacher (substitute) the bargaining unit member shall review lesson plans for the day and then, with reasonable travel time provided, arrive for the training.


Both parties agree that a scripted guest teaching plan will not be necessary – regular lesson plans that are a part of the teacher's professional responsibility shall suffice. However, upon meeting the guest teacher, should the bargaining unit member determine at that moment a more scripted plan is necessary due to the qualifications, or lack thereof, of the substitute she/he shall provide a scripted plan and arrive at the training as detailed above.

It is not the intent of either party that an employee's day be extended in order to accommodate this plan.

  
For the District

  
Date

  
For the Association

  
Date

## MOU 2

By and Between the La Mesa-Spring Valley Teachers Association  
and the  
La Mesa-Spring Valley School District

November 14, 2014

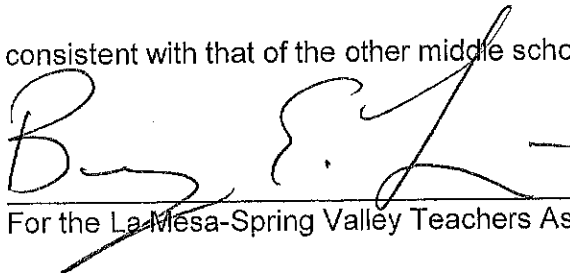
Middle School Passing Period:

Spring Valley Middle School  
La Mesa Middle School  
Parkway Middle School

Commencing, and continuing thereafter, effective no later than January 5, 2015, the middle school passing periods, or allotted times between instructional periods, will be 5 minutes in duration.

This will maintain compliance to state law and will not adjust start times nor end times of the school day.

This will not affect La Presa Middle School until such time as its daily schedule reflects or is consistent with that of the other middle schools listed herein.

  
For the La Mesa-Spring Valley Teachers Association

12/3/14  
Date

  
For the La Mesa-Spring Valley School District

11/14/2014  
Date



## MOU 3

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

5/31/17  
B.S.L.  
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.



## MOU 3 (Cont.)

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.

### MOU 3 (Cont.)

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.

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For the Association

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date

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For the District

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date



## MOU 4

La Mesa – Spring Valley School District  
La Mesa Spring Valley Teachers Association

### Memorandum of Understanding Suspension of Students

TA  
B-S  
3/17/16

The purpose of this memorandum is to establish the practice surrounding Article 10.8 in the current negotiated agreement. This memorandum may be modified by mutual agreement of both parties and is intended to establish practice as it relates to Article 10.8

The district and the Association agree that pursuant to education code(s) as well as federal code enumerated in the contract that both general education and special needs/exceptional needs students can be suspended.

The District and Teachers Association agree that Manifestation Determination meetings must occur for students with special needs, which are addressed through an IEP or through a 504, when the student has been removed from class/suspended (either as an in-school suspension or an out-of-school suspension) on ten cumulative days (or per existing law), or when a clear pattern of behavior(s) becomes evident.

A clear pattern of behavior is defined by 34 CFR 300.536 as occurring when a child is subjected to a series of removals from their present educational placement due to behaviors that are substantially similar and which occur closely in time. An example of a pattern of behaviors might be seen as a student who is removed from the classroom setting a number of times due to similar behaviors (such as defiance/disruption in various forms), and these removals occur within no more than 3 to 4 weeks of each other.

**\*\*It must be noted that a “time-out”, an “exclusion from the classroom” (other than an exclusion used solely as a time to allow a student to “cool off” or gather him or herself emotionally), or being sent home informally all count as periods of suspension.**

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Tina Sardina, Assistant Superintendent, Human Resources

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Date

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For the Association

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Date

## MOU 5

La Mesa – Spring Valley School District  
La Mesa – Spring Valley Teachers Association

### Memorandum of Understanding Physical Assault

The purpose of this memorandum is to establish the practice surrounding Article 10 in the current negotiated agreement. This memorandum may be modified by mutual agreement of both parties and is intended to establish practice as it relates to Article 10.

The District and Teachers Association agree that it is unacceptable that certificated staff be subject to physical injury.

Bargaining unit employees are encouraged to report all instances of physical assault suffered in the course of their duties. The District and the Association recognize that this will most likely result in some form of suspension for students with or without disabilities.

Per section 10.2. When dealing with an assaultive student, employee may use such force as is reasonable, under the circumstances, to protect himself/herself from attack; to protect another person or property; to quell a disturbance threatening physical injury to others; or to confiscate weapons or other dangerous objects upon a person or within control of a pupil.

To prevent physical injury, each site will identify and have actively in place a formally trained team of staff to assist, and respond as needed. This team will be comprised of a sufficient number of staff so as to ensure that there will always be a complete team available to ensure the safety of the teacher and the child.

Said teams shall be in place at each school site by December 2016 with a list of teams, and team members maintained in the Director of Student Services office.

\_\_\_\_\_  
Tina Sardina, Assistant Superintendent, Human Resources

\_\_\_\_\_  
Date

\_\_\_\_\_  
For the Teachers Association

\_\_\_\_\_  
Date

TA  
JH  
BSL  
3/17/16

## MOU 6

**Memorandum Of Understanding  
La Mesa-Spring Valley School District  
La Mesa-Spring Valley Teachers Association  
STEPS Growth Model Prototype**

TA  
1/23/18  
Lina F. Sardina  
B.S. Lu  
1/23/18

The District and the Teachers Association agree to the following:

This MOU is in effect for the 2017-18 school year, commencing February 2018 and concluding June 15, 2018.

The parties to this memorandum are the La Mesa-Spring Valley School District and the La Mesa-Spring Valley Teachers Association, as it pertains to the District's E3 Cohort Committee:

Tina Sardina, Asst., Supt., Human Resources  
Amber Lockwood, Teacher  
Guido Magliato, Asst. Supt., Learning Support  
Emily Scheitlin, Teacher  
Grant Nelson, LMSVTA, President, Teacher  
Deborah Brown, Teacher  
Manuel Aceves, Teacher  
Margaret Jacobsen, Principal

### PROTOTYPE PARTICIPANTS:

Eileen Cotter, principal, Fletcher Hills  
Amber Lockwood, 5/6th grade teacher, Fletcher Hills  
Mary Beason, principal, Parkway Middle School  
Grant Nelson, history teacher, Parkway Middle School  
Kim Libenguth, principal, Bancroft  
Manuel Aceves, 3rd grade teacher, Bancroft  
Dana James, principal, Casa de Oro  
Emily Scheitlin, 4/5/6th grade teacher, Casa de Oro  
Mike Allmann, principal, STEAM  
Deborah Brown, PE teacher, STEAM  
Meg Jacobson, principal, SVA  
Matt Worthington, SAI Teacher, SVA

### PROVISIONS OF THE MOU:

The parties hereby agree to the following provisions regarding the development of the prototype, hereafter identified as the "System for Teacher Effectiveness and Professional Growth (STEP) Model", during the 2017-2018 school year. The purpose of prototyping is to give form to an idea to learn about strengths and weaknesses of the prototypes and to identify new directions for the next phase of developing a pilot. The following provisions for the prototype include:

- All volunteers must be part of the E3 committee or connected to an E3 committee member (principal to teacher, teacher to principal) and be of permanent status



## MOU 6 (Cont.)

- The goal is to have all E3 Committee principals and teachers participate in the prototype
- Any member wishing to withdraw from the prototype may do so
- A copy of all evaluation documents and data will be given to the bargaining unit members participating in the prototype, and no documentation generated in the prototype will be placed in the volunteer unit member's file or used in future evaluations. All other copies of documentation will be redacted with any identifiable information and destroyed after the evaluation committee has reviewed the prototype.
- The prototype process will include mutually agreed upon selected assessments (excluding District and State assessments) and work samples from students
- All participants will be held harmless during the prototype process

### E-3 TIMELINE:

February	March	April	May	June	July	August
7-8 Feedback institute		26 Prototype Participants attend to share experience, data, etc	Craft Language for Pilot MOU	Celebrate Prototype. Set the stage for the Pilot		Start Pilot
Date TBD Launch Review Process, Forms, and Expectations						

## **MOU 7**

**By and Between the La Mesa-Spring Valley Teachers Association**

**and the**

**La Mesa-Spring Valley School District**

**November 14, 2014**

### **Intent:**

The District and the Association recognize that on certain campuses general education staff can be highly impacted by the number of IEP meetings. In order to preserve compliance to the law and continue quality service to students, while mitigating the effects to the workload, as impacted by IEP meetings, and maintaining professional responsibilities on impacted campuses, we agree, commencing November 17, 2014 continuous for 60 school days, as an initial measure, action will be taken. During this 60 day period data will also be collected and brought back to the bargaining table for review and continued negotiation on this issue.

### **Action:**

For 60 consecutive school days the following shall occur:

To the extent possible the majority of IEP meetings (as determined by IEP team(s) at impacted sites), will be moved into the regularly scheduled instructional workday. This will be accomplished by the district designating priority substitute teachers for those schools utilizing substitutes.

Data will be gathered to determine the efficacy of this solution. This data collection will include, but not be limited to: tallying of the number of IEP meetings at impacted sites that occurred within, and outside of, the instructional day; a record of priority substitutes who were assigned and who fulfilled the assignment; anecdotal data about other options tried.

In addition the following are options that schools may try during the 60 day period.

- Create flexible before/after school or adjunct duty schedule with fewer duties for highly impacted teachers (IEP)
- Use SDC teachers with multiple subject credentials to reverse mainstream
- Provide release time for highly impacted teachers to balance time spent in IEPs (for planning, assessments, etc.)
- Have a small celebration/recognition/drawing for all teachers that attend IEPs in the 60 day period
  - Two drawing tickets if the general education teacher is mainstreaming
- Create a site master schedule that meets time lines, but spreads out meetings to reduce the impact
- Schedule certain days as IEP days
- Use parent conferences for IEPs

## MOU 7 (Cont.)

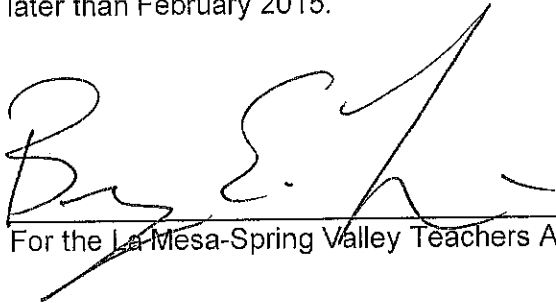
### Definitions:

A priority substitute is one that should not be pulled/or reassigned.

Highly impacted sites to which this Memorandum of Understanding will apply are defined as housing two or more special day classes.

- Casa de Oro
- Fletcher Hills
- Highlands
- Loma
- Maryland Avenue
- Northmont
- Rancho

In recognition that this is a developing and changing concern, both parties agree that this is the initial attempt at resolving this issue and this data will be reviewed at negotiations occurring no later than February 2015.

  
For the La Mesa-Spring Valley Teachers Association

12/3/14  
Date

  
For the La Mesa-Spring Valley School District

11/14/14  
Date