

AGREEMENT

Between

Board of Education
La Mesa-Spring Valley
School District

and

La Mesa-Spring Valley Teachers
Association

July 1, 2020 - June 30, 2023

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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.
ASSOCIATION:	Refers to the La Mesa-Spring Valley Teachers Association/California Teachers Association/National Education Association.
BOARD:	Refers to the Board of Education of the La Mesa-Spring Valley School District.
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 inclusive of lunch.
Partial Day:	Based upon the eight (8)-hour day, hours worked shall be commensurate/equal to the percentage assigned.
EMPLOYEE:	Refers to Bargaining Unit Employees as defined in Article 1.0, Recognition.
INDUCTION TEACHER:	Refers to an employee that is clearing a credential.
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.
PAR PARTICIPANT:	Refers to an employee in the Peer Assistance and Review Program.
REASSIGNMENT:	A change of responsibilities, grade level, subject matter area, or specialist area at the same site or another 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.
SENIORITY:	The first day of probationary service as established by Education Code.
TEACHER:	Refers to classroom teachers.
TEACHER CONSULTANTS:	Refers to PAR/Induction support Providers.
TRANSFER	Movement from one location (site) to another within the District.
TRAVEL TIME:	The amount of time to travel from site to site.
VACANT POSITIONS:	Those created as a result of, including but not limited to, a transfer, reassignment, retirement, resignation, dismissal, change in enrollment, and/or newly-created position approved by the Board.

ARTICLE 3.0: Class Size

- 3.1 Transitional Kindergarten through third grade classes districtwide 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 schoolwide 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.

A. Maximum class sizes as Described in Education Code as of January, 2022

Grade Span	District Average*	Individual Classes Not to Exceed
Transitional Kindergarten	N/A	24
Kindergarten	31	33
Grades 1 - 3	30	32

* District average is the average of all class sizes, by grade span calculated monthly.

- 3.2 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.
- 3.3 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). 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 elective classes will be established with consideration given to safety and space availability. 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.

- 3.4 Specific attention shall be paid to the composition of combination classes. Relief procedures for combination classes referenced in 3.2, 3.3, and 3.5 may be used.
- 3.5 The relief procedures referenced above in 3.2 and 3.3 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. Support from additional staff member.
 - D. Student Helper assistance to students in the individual classroom(s) involved.
 - E. Itinerant specialist/physical education, art, music, etc.
 - F. Preference for schedule options for example; library time, lunch, before/after school duty
 - G. Adjunct duties; fewer adjunct duties, excused from duties

The site administrator shall discuss with their staff an agreed upon, site specific relief procedure to be implemented before the final decision is made by the site administrator.

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, inclusive 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 the 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 school-based Bargaining Unit Employees (BUEs) 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 their 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., California State Standards) 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 students 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 existence 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.

C. 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.

4. The middle school passing periods, or allotted times between instructional periods, will be 5 minutes in duration.

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

E. 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.

F. 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 prorated 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 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. 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 a 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.
1. The regular work year for psychologists and behavior analysts shall be 188 days.
 2. The regular work year for extended year school counselors shall be 200 days.
 3. The regular work year for academic year school counselors shall be 186 days.
 4. The regular work year for educationally related mental health service providers shall be 202 days.
 5. The regular work year for nurses shall be 186 days.
 6. The regular work year for social workers shall be 186 days.
 7. The Early Start Program regular work year shall be 206 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 teachers assigned to the educational service center shall be 186 days as arranged with his/her supervisor.
9. The regular work year for behavior intervention specialists shall be 186 days.
10. The preschool, TK, K-8 regular work year shall be one hundred eighty (180) instructional days and six (6) non-instructional days totaling a one hundred and eighty-six (186) day work year;
 - a. There will be five (5) minimum day parent conferencing days.
11. The average 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 fifty-two (352) 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 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.
- 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. Work days and staff development days will be equally divided and determined through calendar negotiations.

- B. Departmentalized program orientation and Kindergarten orientation shall not exceed one (1) hour and fifteen (15) minutes of teacher time.
- C. Participation in social activities (lunches, breakfasts and after school get-togethers) is voluntary; no principal-directed meeting items will be covered at this time.
- D. Staff development days are District/principal directed.
- E. Hours of work for staff development days and staff work days will be the same as outlined in Article 4.1.
- F. 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.

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 or 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.

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 of absence or at any other time deemed essential to the District to carry out its responsibilities. Any employee returning from serious illness or injury must submit a doctor's statement indicating that the employee has 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 non-work 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 BEREAVEMENT 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 days 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

- 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 Assistant 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.

8.2 COMPONENTS OF EVALUATION

- A. Each employee shall be evaluated on their 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 their disagreement with the specific goals and objectives. The employee may include any goals or objectives they wish 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, a post-observation conference shall take place.
- 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 three (3) years unless the employee has received an unsatisfactory evaluation, in which case the District shall

evaluate the employee annually until they achieve 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.

- 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 their 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 by mutual consent.
- F. Additional evaluation(s) may be conducted at any time. In the event an 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.

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 their disagreement; such shall be attached to their evaluation report.
- B. It is understood that no evaluation document or report shall become a part of the record of any employee without their 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. The District shall not dismiss or refuse to re-employ 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 disability, 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. As it applies to this Article, grievance procedure of this Agreement applies only to the processes of evaluation as set forth above.
- D. 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.

ARTICLE 9.0: Transfers-Reassignments

9.1 DISTRICT-INITIATED TRANSFER OR REASSIGNMENT

- A. Upon recommendation to and approval by the Superintendent or their designee, district-initiated transfers or reassignments shall be made when determined to be desirable and in the best interest of the District.
- B. Common reasons for district-initiated transfers or reassignments 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 or reassignments, the District shall utilize the following process and criteria:
 - 1. The District or site/program administrator shall solicit qualified volunteers.
 - a. In effectuating all transfers or 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 selected to fill an available position, the site/program administrator shall provide, upon request, written rationale for not fulfilling the transfer or reassignment request.
 - 2. District-initiated transfer or 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 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 or reassignment shall not be required to change their basic area of instruction, e.g., primary to intermediate.
5. The employee shall be provided an opportunity to discuss a proposed transfer or reassignment with the responsible administrator. The employee shall have the right to request and receive written reasons for the proposed transfer or reassignment.
6. The District shall give consideration to the employee's preference(s).
7. The District will apply the above elements in an equitable manner when there are two (2) or more potential transferees or individuals to be reassigned. If the potential transferees rank equally when the above criteria are applied, the applicant from the site, within the gradespan (TK-K, 1-3, 4-6), with the least length of service in the District shall be transferred or reassigned.
8. Except by mutual agreement, no employee may be transferred or reassigned more than once every two (2) years. The exception to this would be transfers or reassignments necessitated by declining enrollment or change in programs offered when no other person could be transferred or reassigned.
9. An employee receiving an involuntary transfer or reassignment may request a meeting with the Assistant Superintendent, Human Resources, at which time they shall be notified of the reason for said transfer or reassignment. The employee may have an Association representative present at such a meeting.
10. Upon receipt of notice for transfer or reassignment, 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 or reassignment unless no other employee could be transferred or reassigned.
11. The final decision shall be made by the Assistant Superintendent, Human Resources.

D. Return Rights

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

9.2 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 transferred shall be granted, upon request, up to three (3) school days release time, or compensation at the long-term substitute rate for up to three days, to effect the change.
3. 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.
4. 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.
5. Release time will not be provided for assignments that will take effect in the following work year.

9.3 EMPLOYEE-INITIATED TRANSFER

A. A Bargaining Unit Employee may request a transfer to any position for which the employee is qualified.

1. If a Bargaining Unit Employee applies for a position in which they are qualified, the Unit Employee will be given the opportunity to interview.

B. Posting of Vacancies:

1. The District shall make known all anticipated certificated vacancies available for the forthcoming year.
2. The posting for each vacancy shall indicate:
 - a. The work location, grade level and/or subject matter requirement.
 - b. Credential requirements.
 - c. Specific or unique qualifications, duties, and responsibilities as may be required.

3. All Bargaining Unit Employees shall be notified of vacancies via District email.
4. All Bargaining Unit Employees will be afforded the opportunity to interview upon meeting qualifications.

C. Employee-Initiated Transfer:

1. An application which results from a posting that is submitted within the timeframe shall be considered a request for transfer.
2. When possible, notice of transfer or probability of same shall be made before the last working day of the school year.
3. The granting of requests will be based on the criteria/process listed below:
 - a. Decisions on employee-initiated transfers shall not be made for arbitrary, capricious, or punitive reasons.
 - b. The District shall take into account the employee's area of competence, training and background credential, major and minor areas of study, and experience in the subject area(s).
 - c. The District shall give consideration to the employee's preference(s).
 - d. 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.
 - e. The final decision shall be made by the Assistant Superintendent, Human Resources.

D. Assistance/Support

1. Reference section 9.2

9.4 EMPLOYEE-INITIATED REASSIGNMENT

- A. Employee-initiated reassignments shall be granted when determined to be desirable and in the best interest of the District.

- B. 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 selected 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 employees preference(s), area of competence, training and background 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 be offered the assignment.
 5. The final decision shall be made by the Assistant Superintendent, Human Resources.

C. Assistance/Support

1. Reference section 9.2

Tentative Agreement
LMSVSD and LMSVTA
January 10, 2022
Article 10, Safety Conditions

ES 1/10/2020

Replace current Article 10 with the following:

10.1 Safe Working Conditions

10.1.1 Bargaining unit members shall not be required to work in unsafe conditions or to perform tasks that endanger their health or safety.

10.1.2 Upon notification, the District shall work with the unit members(s) to attempt to identify reasonable options to eliminate or correct any unsafe or hazardous condition.

10.1.3 The District and school site may develop and utilize safety committees to address safety, emergency and disaster preparedness issues. Unit members shall be included on such committees and a Health & Safety stipend (see appendix F) shall be provided for those unit members to perform committee work.

10.1.4 The District shall provide each classroom and major work area (as determined by the District) with first aid kits, basic first aid supplies, emergency toileting supplies, and other items which may be unique to a work location.

10.1.5 Each classroom and major work area (as determined by the District) shall have a telephone or other suitable communication technology for emergency communication purposes.

10.1.6 The District shall continue to attempt to keep school grounds and facilities free of unwanted rodents, pests, and insects. If insecticides or poisons are used, the District shall notify unit members in advance in accord with applicable law and regulations.

10.2 Short Term Pupil Suspension

10.2.1 A teacher may suspend a pupil from her/his class for the day of the suspension and the following day for an act(s) enumerated in Education Code section 48900, et seq. and only in accordance with Education Code section 48910.

10.2.2 The teacher shall immediately report the suspension to the site administrator (or designee) and either accompany or otherwise safely send the pupil to the administrator (or designee) for appropriate action.

10.2.3 The requirements of Education Code section 48910 shall be followed. School teams including the teacher suspending the student shall work together to address the student's behavior prospectively.

10.3 Pupil Transportation

10.3.1 No bargaining unit members shall be required to transport pupils in their private vehicles.

10.3.2 Should the District request that a unit member transport a pupil or pupils in their private vehicle or a vehicle owned by the District, such transportation shall be conducted in accordance with applicable District procedures and requirements. The District shall provide full primary liability coverage for any liability which may occur during such assignment. Unit members shall be provided with documentation of primary liability coverage which shall be carried in the vehicle during such assignment.

10.4 Specialized Health Care Procedures

10.4.1 Qualified and trained nurses shall be the only bargaining unit members to provide and conduct necessary specialized health care procedures.

10.4.2 The District shall comply with all Education Code and Title V provisions so unit members may work and provide specialized health care in a safe appropriate environment.

10.4.3 The District shall indemnify and hold harmless from all liability any unit member who performs health care services to the fullest extent permitted by law.

10.5 Personal Property Liability Coverage

10.5.1 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 one thousand dollars (\$1,000). If the employee has insurance coverage in place at the time of the loss or damage, reimbursement will be provided up to the amount of the employee's insurance deductible (to a maximum of \$1,000). Claims for vehicle damage must be accompanied by a police report for verification purposes.

10.5.2 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.

10.5.3 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.

10.5.4 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.

10.6 Assault

10.6.1 Consistent with education code section 44014 , unit members shall immediately report cases of an attack, assault or physical threat suffered by them in connection with their employment to their site administrator or immediate supervisor, who shall immediately report the incident to the police. Such notification shall immediately be forwarded to the Superintendent or designee.

10.6.2 In the event of an assault suffered by a unit member in connection with their employment, the District shall reimburse unit members for medical costs not covered under insurance benefits. The District shall also work with the unit member, subject to section 10.5 above, to reimburse the unit member for personal property losses resulting from the assault. The District shall attempt to provide other assistance to unit members who may have been assaulted while in the performance of their duties.

10.6.3 The District shall notify unit members in accordance with Education Code Section 49079 of a record of conduct demonstrating that a student has caused, or attempted to cause, serious bodily injury.

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 (1/10th) 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 San Diego Office of Education such monies to La 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 (1/10th) 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 non-members

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

Non-members 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 longer 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 themselves, counsel of their 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/Public Charges

14.1 A unit member has the right to representation from the Association if an issue may lead to disciplinary action.

14.2 Complaint Procedures/Public Charges

1. This procedure shall apply to written complaints regarding the conduct of a unit member received by the District from a student, parent or guardian of a student enrolled in the District, an employee, member of the public or any external or government agency.
2. This article shall not be applicable in any circumstance where the alleged conduct of the unit member involves criminal misconduct or is subject to investigation by a law enforcement agency.
3. This procedure shall not apply to any complaint regarding child abuse or sexual harrassment for which the District has a specific policy regulation or procedure or legal obligation that governs investigation and resolution of the matter.
4. When a District administrator receives a complaint they deem serious enough to warrant action and/or investigation, the administrator shall inform the unit member against whom the complaint is lodged of the nature and specifics of the complaint, including a copy of any written complaint, within five (5) work days. The immediate supervisor shall make an effort to resolve such complaints in a timely manner. A unit member has the right to a conference with the supervisor to discuss the complaint and its resolution. Within twenty (20) work days of receipt of a written complaint, the immediate supervisor or program administrator shall provide the status of the investigation in writing. If a complaint has been resolved, a written summary of the resolution (see appendix H) shall be provided to the unit member. If the investigation remains ongoing, the unit member shall be provided a report of the resolution as soon as is reasonably possible upon resolution of the complaint.
5. The unit member shall be given the right of written rebuttal to such charges and to receive updates of the status. The unit member may be provided the opportunity for a conference with the complainant and appropriate administrator, with representation from the Association at the employee's request, to resolve the matter at the lowest level possible. Release time for processing said complaints may be granted to involved unit members.

6. Materials resulting from investigation and resolution of a written complaint may not be placed in a unit member's personnel file without the unit member first receiving a copy of the materials. The unit member shall have the right to attach a statement to the material placed in their personnel file.

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 Rights

- 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 judgment 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 released from their regular teaching assignment. However, as caseloads mandate, additional Part-time Release Support Providers may be needed. Support Provider assistance will include but is not limited to:

- a. Discuss performance goals and objectives with the Participating Teacher.
 - b. Assist in developing an Individual Induction Plan (IIP) for Teacher Induction Participating teacher.
 - c. Conduct multiple observations of the Participating Teacher during periods of classroom instruction.
 - d. Assist Participating Teachers by demonstrating, observing, coaching, conferencing, referring, or by other activities, which in their professional judgment, will assist the Participating Teacher.
 - e. Meet and consult with the evaluating administrator.
 - f. Demonstrate good teaching strategies and practices for the Participating Teacher.
 - g. Use District resources to assist the Participating Teacher.
 - h. Monitor the progress of the Participating Teacher and maintain a written record.
2. On-call Providers, possessing specific curricular expertise, will provide assistance to PAR and/or Teacher Induction Participating Teachers. On-call Providers shall be called upon when the full-time Support Providers and/or principal identifies an area of emphasis or project requiring an expert in that field. Release time and/or compensation shall be provided to On-call Providers when assisting a participating teacher.

B. 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:

- Districtwide 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 to support and assist development of Pyramid Response to Intervention (PRTI), which separates learning communities from traditional schools. This requires staff to work 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 Districtwide 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 districtwide 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. SLD meetings are to begin no later than ten (10) minutes after the final bell/dismissal unless otherwise mutually agreed upon by the administrator and 70% of the staff at a particular site.
5. Teacher collaborative team meetings are to begin five (5) minutes after the final bell/dismissal and end one hour after that.
6. It is also agreed that the site administrator, as a part of the professional learning community, 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 tenets of PLC.

7. 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 For successor years, the parties agree to reopen negotiations on or about May of each year on Article 5.0 Employee Benefits, Article 6.0 Salaries, 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.

APPENDIX A - Salary Schedule for Certificated Teachers

CERTIFICATED SALARY SCHEDULE

Effective 7/1/2021 - 186 Days

CLASS	I	II	III	IV	V	VI	
	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	Annual	Annual	Annual	Annual	Annual	Annual	Step
1	60,404	60,404	60,404	60,404	60,404	60,404	1
2	60,404	60,404	60,404	60,404	60,404	60,404	2
3	60,404	60,404	60,404	60,404	60,404	62,858	3
4		60,404	60,404	60,404	62,461	65,761	4
5		60,404	60,404	61,350	64,995	68,645	5
6			60,404	63,532	67,537	71,543	6
7			61,350	65,712	70,075	74,436	7
8				67,890	72,621	77,345	8
9				70,075	75,159	80,238	9
10				72,257	77,694	83,122	10
11				74,436	80,238	86,026	11
12				76,620	82,778	88,928	12
13				78,814	85,310	91,367	13
14					87,135	95,519	14
15					87,487	96,208	15
16					89,151	98,357	16
17					90,489	99,833	17
18					91,846	101,331	18
19					93,225	102,851	19
20					94,623	104,394	20
21					96,042	105,959	21
22					97,482	107,550	22
23					98,944	109,162	23
24					100,429	110,798	24
25					101,935	112,461	25

LA MESA SPRING VALLEY SCHOOL DISTRICT

SALARY SCHEDULE FOR PRESCHOOL TEACHERS

EFFECTIVE JULY 1, 2021

STEP	CLASS 1 Child Center Permit at Teacher or Master Teacher Level *	CLASS 2 Child Center Permit at Site Supervisor Level *
1	\$39,241	\$41,993
2	\$41,186	\$44,097
3	\$42,012	\$44,980
4	\$42,425	\$45,414
5	\$42,858	\$45,865
6	\$43,270	\$46,317
8	\$45,433	\$49,090
12	\$47,714	\$52,038

STEP	CLASS 1 Child Center Permit at Teacher or Master Teacher Level *	CLASS 2 Child Center Permit at Site Supervisor Level *
1	\$22,073.06	\$23,621.06
2	\$23,167.13	\$24,804.56
3	\$23,631.75	\$25,301.25
4	\$23,864.06	\$25,545.38
5	\$24,107.63	\$25,799.06
6	\$24,339.38	\$26,053.31
8	\$25,556.06	\$27,613.13
12	\$26,839.13	\$29,271.38

STEP	CLASS 1 Child Center Permit at Teacher or Master Teacher Level *	CLASS 2 Child Center Permit at Site Supervisor Level *
1	\$24.53	\$26.25
2	\$25.74	\$27.56
3	\$26.26	\$28.11
4	\$26.52	\$28.38
5	\$26.79	\$28.67
6	\$27.04	\$28.95
8	\$28.40	\$30.68
12	\$29.82	\$32.52

* 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: **186** working days; 4.5 hours daily; 14 holidays for a total of 200 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

Effective July 1, 2021 (186 days)

CLASS

		IV					V					VI						

SALARY SCHEDULE FOR EXTENDED SCHOOL YEAR COUNSELORS

Effective July 1, 2021 (200 days)

CLASS

	BA + 45 UNITS or MA	Experience					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
1	60,358	61,565	62,169	62,772	63,376	63,979	60,358	61,565	62,169	62,772	63,376	63,979	61,001	62,221	62,831	63,441	64,051	64,661
2	60,358	61,565	62,169	62,772	63,376	63,979	61,320	62,546	63,160	63,773	64,386	64,999	64,093	65,375	66,016	66,657	67,298	67,939
3	60,900	62,118	62,727	63,336	63,945	64,554	64,037	65,318	65,958	66,598	67,239	67,879	67,178	68,522	69,193	69,865	70,537	71,209
4	63,228	64,493	65,125	65,757	66,389	67,022	66,753	68,088	68,756	69,423	70,091	70,758	70,280	71,686	72,388	73,091	73,794	74,497
5	65,566	66,877	67,533	68,189	68,844	69,500	69,461	70,850	71,545	72,239	72,934	73,629	73,360	74,827	75,561	76,294	77,028	77,762
6	67,895	69,253	69,932	70,611	71,290	71,969	72,177	73,621	74,342	75,064	75,786	76,508	76,459	77,988	78,753	79,517	80,282	81,047
7	70,228	71,633	72,335	73,037	73,739	74,442	74,889	76,387	77,136	77,885	78,633	79,382	79,551	81,142	81,938	82,733	83,529	84,324
8	72,560	74,011	74,737	75,462	76,188	76,914	77,608	79,160	79,936	80,712	81,488	82,264	82,658	84,311	85,138	85,964	86,791	87,617
9	74,889	76,387	77,136	77,885	78,633	79,382	80,324	81,930	82,734	83,537	84,340	85,143	85,752	87,467	88,325	89,182	90,040	90,897
10	77,221	78,765	79,538	80,310	81,082	81,854	83,032	84,693	85,523	86,353	87,184	88,014	88,833	90,610	91,498	92,386	93,275	94,163
11	79,551	81,142	81,938	82,733	83,529	84,324	85,752	87,467	88,325	89,182	90,040	90,897	91,935	93,774	94,693	95,612	96,532	97,451
12	81,883	83,521	84,339	85,158	85,977	86,796	88,462	90,231	91,116	92,000	92,885	93,770	95,040	96,941	97,891	98,842	99,792	100,742
13	84,230	85,915	86,757	87,599	88,442	89,284	91,173	92,996	93,908	94,820	95,732	96,643	97,646	99,599	100,575	101,552	102,528	103,505
14							93,123	94,985	95,917	96,848	97,779	98,710	102,080	104,122	105,142	106,163	107,184	108,205
15							93,498	95,368	96,303	97,238	98,173	99,108	102,820	104,876	105,905	106,933	107,961	108,989
16							94,899	96,797	97,746	98,695	99,644	100,593	104,360	106,447	107,491	108,534	109,578	110,622
17							96,324	98,250	99,214	100,177	101,140	102,103	105,926	108,045	109,104	110,163	111,222	112,282
18							97,769	99,724	100,702	101,680	102,657	103,635	107,515	109,665	110,740	111,816	112,891	113,966
19							99,236	101,221	102,213	103,205	104,198	105,190	109,128	111,311	112,402	113,493	114,584	115,676
20							100,725	102,740	103,747	104,754	105,761	106,769	110,765	112,980	114,088	115,196	116,303	117,411
21							102,235	104,280	105,302	106,324	107,347	108,369	112,426	114,675	115,799	116,923	118,047	119,172
22							103,569	105,640	106,676	107,712	108,747	109,783	114,113	116,395	117,536	118,678	119,819	120,960
23							103,767	105,842	106,880	107,918	108,955	109,993	115,826	118,143	119,301	120,459	121,617	122,776
24							106,904	109,042	110,111	111,180	112,249	113,318	117,563	119,914	121,090	122,266	123,441	124,617
25							108,508	110,678	111,763	112,848	113,933	115,018	119,325	121,712	122,905	124,098	125,291	126,485

La Mesa-Spring Valley School District
SALARY SCHEDULE FOR PSYCHOLOGISTS AND BEHAVIOR ANALYSTS

Effective July 1, 2021 - (188 days)

CLASS																					
		IV							V							VI					
		BA + 45 UNITS or MA	Experience					BA + 60 UNITS or MA + 15	Experience					BA + 75 UNITS with MA or MA +30	Experience						
Step	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	4 Year 8% ratio	5 Year 10% ratio			
1	60,397	62,209	62,813	64,021	65,229	66,437	60,397	62,209	62,813	64,021	65,229	66,437	60,397	62,209	62,813	64,021	65,229	66,437			
2	60,397	62,209	62,813	64,021	65,229	66,437	60,397	62,209	62,813	64,021	65,229	66,437	60,397	62,209	62,813	64,021	65,229	66,437			
3	60,397	62,209	62,813	64,021	65,229	66,437	60,397	62,209	62,813	64,021	65,229	66,437	63,185	65,081	65,712	66,976	68,240	69,504			
4	60,397	62,209	62,813	64,021	65,229	66,437	62,790	64,674	65,302	66,557	67,813	69,069	66,106	68,089	68,750	70,072	71,394	72,717			
5	61,672	63,522	64,139	65,372	66,606	67,839	65,337	67,297	67,950	69,257	70,564	71,871	69,003	71,073	71,763	73,143	74,523	75,903			
6	63,864	65,780	66,419	67,696	68,973	70,250	67,889	69,926	70,605	71,962	73,320	74,678	71,918	74,076	74,795	76,233	77,671	79,110			
7	66,058	68,040	68,700	70,021	71,343	72,664	70,442	72,555	73,260	74,669	76,077	77,486	74,825	77,070	77,818	79,315	80,811	82,308			
8	68,249	70,296	70,979	72,344	73,709	75,074	73,000	75,190	75,920	77,380	78,840	80,300	77,748	80,080	80,858	82,413	83,968	85,523			
9	70,442	72,555	73,260	74,669	76,077	77,486	75,553	77,820	78,575	80,086	81,597	83,108	80,660	83,080	83,886	85,500	87,113	88,726			
10	72,636	74,815	75,541	76,994	78,447	79,900	78,100	80,443	81,224	82,786	84,348	85,910	83,557	86,064	86,899	88,570	90,242	91,913			
11	74,825	77,070	77,818	79,315	80,811	82,308	80,660	83,080	83,886	85,500	87,113	88,726	86,475	89,069	89,934	91,664	93,393	95,123			
12	77,022	79,333	80,103	81,643	83,184	84,724	83,210	85,706	86,538	88,203	89,867	91,531	89,394	92,076	92,970	94,758	96,546	98,333			
13	79,226	81,603	82,395	83,980	85,564	87,149	85,757	88,330	89,187	90,902	92,618	94,333	91,842	94,597	95,516	97,353	99,189	101,026			
14							87,592	90,220	91,096	92,848	94,599	96,351	96,019	98,900	99,860	101,780	103,701	105,621			
15							87,944	90,582	91,462	93,221	94,980	96,738	96,713	99,614	100,582	102,516	104,450	106,384			
16							89,619	92,308	93,204	94,996	96,789	98,581	98,872	101,838	102,827	104,804	106,782	108,759			
17							90,964	93,693	94,603	96,422	98,241	100,060	100,355	103,366	104,369	106,376	108,383	110,391			
18							92,327	95,097	96,020	97,867	99,713	101,560	101,861	104,917	105,935	107,973	110,010	112,047			
19							93,711	96,522	97,459	99,334	101,208	103,082	103,387	106,489	107,522	109,590	111,658	113,726			
20							95,118	97,972	98,923	100,825	102,727	104,630	104,939	108,087	109,137	111,235	113,334	115,433			
21							96,544	99,440	100,406	102,337	104,268	106,198	106,513	109,708	110,774	112,904	115,034	117,164			
22							97,992	100,932	101,912	103,872	105,831	107,791	108,110	111,353	112,434	114,597	116,759	118,921			
23							99,462	102,446	103,440	105,430	107,419	109,408	109,732	113,024	114,121	116,316	118,511	120,705			
24							100,955	103,984	104,993	107,012	109,031	111,051	111,378	114,719	115,833	118,061	120,288	122,516			
25							102,470	105,544	106,569	108,618	110,668	112,717	113,049	116,440	117,571	119,832	122,093	124,354			

*This salary schedule includes ratio from LMSVTA Contract Appendix E

La Mesa-Spring Valley School District
SALARY SCHEDULE FOR ERMHS
EDUCATIONALLY RELATED MENTAL HEALTH SERVICE PROVIDER

Effective July 1, 2021 (202 days)

	IV						V						VI					
	BA + 45 UNITS or MA						BA + 60 UNITS or MA + 15						BA + 75 UNITS with MA or MA +30					
		Experience						Experience						Experience				
Step	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	4 Year 8% ratio	5 Year 10% ratio
1	60,352	62,163	62,766	63,973	65,180	66,387	60,352	62,163	62,766	63,973	65,180	66,387	60,995	62,825	63,435	64,655	65,875	67,095
2	60,352	62,163	62,766	63,973	65,180	66,387	61,313	63,152	63,766	64,992	66,218	67,444	64,088	66,011	66,652	67,933	69,215	70,497
3	60,895	62,722	63,331	64,549	65,767	66,985	64,032	65,953	66,593	67,874	69,155	70,435	67,168	69,183	69,855	71,198	72,541	73,885
4	63,222	65,119	65,751	67,015	68,280	69,544	66,746	68,748	69,416	70,751	72,086	73,421	70,272	72,380	73,083	74,488	75,894	77,299
5	65,561	67,528	68,183	69,495	70,806	72,117	69,455	71,539	72,233	73,622	75,011	76,401	73,352	75,553	76,286	77,753	79,220	80,687
6	67,890	69,927	70,606	71,963	73,321	74,679	72,168	74,333	75,055	76,498	77,941	79,385	76,448	78,741	79,506	81,035	82,564	84,093
7	70,222	72,329	73,031	74,435	75,840	77,244	74,882	77,128	77,877	79,375	80,873	82,370	79,541	81,927	82,723	84,313	85,904	87,495
8	72,554	74,731	75,456	76,907	78,358	79,809	77,602	79,930	80,706	82,258	83,810	85,362	82,650	85,130	85,956	87,609	89,262	90,915
9	74,882	77,128	77,877	79,375	80,873	82,370	80,316	82,725	83,529	85,135	86,741	88,348	85,744	88,316	89,174	90,889	92,604	94,318
10	77,214	79,530	80,303	81,847	83,391	84,935	83,021	85,512	86,342	88,002	89,663	91,323	88,825	91,490	92,378	94,155	95,931	97,708
11	79,541	81,927	82,723	84,313	85,904	87,495	85,744	88,316	89,174	90,889	92,604	94,318	91,927	94,685	95,604	97,443	99,281	101,120
12	81,875	84,331	85,150	86,788	88,425	90,063	88,455	91,109	91,993	93,762	95,531	97,301	95,031	97,882	98,832	100,733	102,633	104,534
13	84,220	86,747	87,589	89,273	90,958	92,642	91,164	93,899	94,811	96,634	98,457	100,280	97,633	100,562	101,538	103,491	105,444	107,396
14							93,112	95,905	96,836	98,699	100,561	102,423	102,072	105,134	106,155	108,196	110,238	112,279
15							93,490	96,295	97,230	99,099	100,969	102,839	102,809	105,893	106,921	108,978	111,034	113,090
16							95,269	98,127	99,080	100,985	102,891	104,796	105,107	108,260	109,311	111,413	113,516	115,618
17							96,699	99,600	100,567	102,501	104,435	106,369	106,682	109,882	110,949	113,083	115,217	117,350
18							98,149	101,093	102,075	104,038	106,001	107,964	108,282	111,530	112,613	114,779	116,945	119,110
19							99,621	102,610	103,606	105,598	107,591	109,583	109,906	113,203	114,302	116,500	118,698	120,897
20							101,116	104,149	105,161	107,183	109,205	111,228	111,556	114,903	116,018	118,249	120,480	122,712
21							102,631	105,710	106,736	108,789	110,841	112,894	113,228	116,625	117,757	120,022	122,286	124,551
22							104,173	107,298	108,340	110,423	112,507	114,590	114,926	118,374	119,523	121,822	124,120	126,419
23							105,735	108,907	109,964	112,079	114,194	116,309	116,652	120,152	121,318	123,651	125,984	128,317
24							107,321	110,541	111,614	113,760	115,907	118,053	118,400	121,952	123,136	125,504	127,872	130,240
25							108,931	112,199	113,288	115,467	117,645	119,824	120,176	123,781	124,983	127,387	129,790	132,194

La Mesa-Spring Valley School District
NURSES CERTIFICATED SALARY SCHEDULE

Effective July 1, 2021 (186 Days)

CLASS	I	II	III	IV	
	BA + RN License	BA + RN License and Preliminary School Services Nurse Services Credential	BA + RN License and Clear Nurse Services Credential	BA RN License and Clear Nurse Services Credential and MA + 30	
Step	Annual	Annual	Annual	Annual	Step
1	60,404	60,404	60,404	60,404	1
2	60,404	60,404	60,404	60,404	2
3	60,404	60,404	60,404	62,858	3
4	60,404	60,404	62,461	65,761	4
5	60,404	61,350	64,995	68,645	5
6	60,404	63,532	67,537	71,543	6
7	61,350	65,712	70,075	74,436	7
8		67,890	72,621	77,345	8
9		70,075	75,159	80,238	9
10		72,257	77,694	83,122	10
11		74,436	80,238	86,026	11
12		76,620	82,778	88,928	12
13		78,814	85,310	91,367	13
14			87,135	95,519	14
15			87,487	96,208	15
16			89,151	98,357	16
17			90,489	99,833	17
18			91,846	101,331	18
19			93,225	102,851	19
20			94,623	104,394	20
21			96,042	105,959	21
22			97,482	107,550	22
23			98,944	109,162	23
24			100,429	110,798	24
25			101,935	112,461	25

La Mesa-Spring Valley School District
SALARY SCHEDULE FOR SPEECH LANGUAGE PATHOLOGISTS

Effective July 1, 2021 (186 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	72,257	77,694	83,122	1
2	74,436	80,238	86,026	2
3	76,620	82,778	88,928	3
4	78,814	85,310	91,367	4
5	78,814	87,135	95,519	5
6	78,814	87,487	96,208	6
7	78,814	89,151	98,357	7
8	78,814	90,489	99,833	8
9	78,814	91,846	101,331	9
10	78,814	93,225	102,851	10
11	78,814	94,623	104,394	11
12	78,814	96,042	105,959	12
13	78,814	97,482	107,550	13
14	78,814	98,944	109,162	14
15	78,814	100,429	110,798	15
16	78,814	101,935	112,461	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 7/1/2021 - 186 Days

CLASS	I	II	III	IV	V	VI	
	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	Annual	Annual	Annual	Annual	Annual	Annual	Step
1	60,404	60,404	60,404	60,404	60,404	60,404	1
2	60,404	60,404	60,404	60,404	60,404	60,404	2
3	60,404	60,404	60,404	60,404	60,404	62,858	3
4		60,404	60,404	60,404	62,461	65,761	4
5		60,404	60,404	61,350	64,995	68,645	5
6			60,404	63,532	67,537	71,543	6
7			61,350	65,712	70,075	74,436	7
8				67,890	72,621	77,345	8
9				70,075	75,159	80,238	9
10				72,257	77,694	83,122	10
11				74,436	80,238	86,026	11
12				76,620	82,778	88,928	12
13				78,814	85,310	91,367	13
14					87,135	95,519	14
15					87,487	96,208	15
16					89,151	98,357	16
17					90,489	99,833	17
18					91,846	101,331	18
19					93,225	102,851	19
20					94,623	104,394	20
21					96,042	105,959	21
22					97,482	107,550	22
23					98,944	109,162	23
24					100,429	110,798	24
25					101,935	112,461	25

La Mesa-Spring Valley School District

Early Start Program

Effective July 1, 2021 (206 days)

CLASS	I	II	III	IV	V	VI	
	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	Annual	Annual	Annual	Annual	Annual	Annual	Step
1	66,899	66,899	66,899	66,899	66,899	66,899	1
2	66,899	66,899	66,899	66,899	66,899	66,899	2
3	66,899	66,899	66,899	66,899	66,899	69,618	3
4		66,899	66,899	66,899	69,178	72,833	4
5		66,899	66,899	67,946	71,985	76,025	5
6			66,899	70,363	74,800	79,234	6
7			67,946	72,777	77,611	82,440	7
8				75,190	80,430	85,662	8
9				77,611	83,241	88,867	9
10				80,027	86,050	92,059	10
11				82,440	88,867	95,274	11
12				84,859	91,680	98,490	12
13				87,288	94,484	101,192	13
14					96,505	105,790	14
15					96,895	106,552	15
16					98,737	108,933	16
17					100,220	110,568	17
18					101,721	112,227	18
19					103,249	113,909	19
20					104,798	115,619	20
21					106,370	117,353	21
22					107,964	119,113	22
23					109,582	120,900	23
24					111,227	122,713	24
25					112,896	124,555	25

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: Non-degree 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 (10th) 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

Position	Years of Experience in 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. Requests 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:

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

*Annual amounts paid tenthly September – June

**Annual amounts paid once per year in June

LEADING EFFECTIVE EDUCATOR PRACTICE

Step One: Pre-Conference Checklist

- Evaluator and evaluatee meeting to review the pre-conference checklist and documents

Step Two: Educator Self-reflection

- Educator reflects on current practice and identifies goals
- Reflection is based on practice and the CSTP/5D resources

Step Three: Collaborative Goal Setting Conference Establishes:

- Goals
- Coaching supports and resources available
- Timeline
- Multiple measures or possible forms of evidence
- Identify scheduled visits

Step Five: Year End Annual Growth Summary Conference:

- Individual written reflection by evaluatee
- Meet, discuss, finalize summary
- Next steps

Implementing Ongoing Growth Effort and Supports

- Where is my practice?
- What is my progress toward goals?
- What is needed to support my progress?
 - How do I move my practice?

Observations

- At least one formal observation and ongoing informal observations prior to Mid-Year Check-In

Observations

- At least one formal observation and ongoing informal observations completed after Mid-Year Check-In and before Year End Conference

Step Four: Mid-Year Check-In Opportunity to Calibrate, Review and Update Identified Goals:

- Coaching supports and resources available
- Goal revision (if applicable)
- Discuss progress toward goals
- Identify dates for visit



La Mesa-Spring Valley School District
Leading Effective Educator Practice (LEEP): Professional Growth Plan

APPENDIX G-2

Educator: (Name and Position):	Date:
Administrator:	Date:

Step 3: Collaborative Goal Setting Conference (Complete by September 15, 2021)

Prior to Meeting	During Meeting
<ul style="list-style-type: none"> The Educator and Administrator will complete the Pre-Conference Checklist (Step 1) The Educator will self-reflect on his/her current level of practice on the California Standards (CSTP) for the Teaching Profession and the 5 Dimensions of Teaching and Learning (5D) (Step 2) 	<ul style="list-style-type: none"> The Educator and Administrator will discuss the Educator's self-reflection on their current level of practice on the CSTPs and 5D Educator and Administrator will identify goal(s) as it relates to the CSTP elements as the areas of focus for the LEEP cycle The Educator and Administrator complete all sections on the Collaborative Goal Setting Conference form

Standard	Goal	Action Plan (Write a step by step implementation plan)	Identify Sources of Evidence to collect to show growth	Support
5.4				

California Standard for the Teaching Profession	Standard Not Met	Standard Met		
	IE	D	E	IN
Standard: 5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction.				
Comments:				
Key: Standard Not Met: (IE=Ineffective) Standards Met: (D=Developing E=Effective IN=Innovating)				

CSTP 5.4 Guiding Questions:

As teachers develop, they may ask, "How do I..." or "Why do I..."

- draw upon assessment data to support development of learning goals?*
- review and revise learning goals with students over time?*

- ensure that student learning goals reflect key subject matter concepts, skills, and applications?
- use informal assessments to adjust instruction while teaching?
- use multiple sources of assessment to measure student progress and revise instructional plans?
- work to differentiate goals and plans based on assessed needs of my diverse learners?
- address the specific needs of English learners and students with special needs as I use assessments to inform my instruction?

Standard	Goal	Action Plan (Write a step by step implementation plan)	Identify Sources of Evidence to collect to show growth	Support

CSTP _____ Guiding Questions:

- [\(link to CSTP Guiding Questions\)](#)

California Standard for the Teaching Profession	Standard Not Met	Standard Met		
	IE	D	E	IN
Standard:				
Comments:				
Key: Standard Not Met: (IE=Ineffective) Standards Met: (D=Developing E=Effective IN=Innovating)				

Educator: (Name and Position):	Date:
Administrator:	Date:

Step 4: Mid-year Check-in Conference (complete by **January 21, 2022**)

Directions:
<ul style="list-style-type: none"> The Educator and Administrator will meet to discuss and review the Educator's growth toward his/her identified goals. The Educator will provide evidence of progress toward goals, including, but not limited to: a self-reflection of his/her practice and growth by highlighting the CSTP descriptors and rubrics, 5D, evidence of student work, student assessments, lesson plans, and notes from the Administrator. A reflective conversation will support the Educator in identifying placement on the CSTP continuum for selected goals. Administrator and Educator date and sign the form.

Identify Specific Growth Made Toward Each	List Sources of Evidence Reviewed	Identify Progress Toward Goal	Identify Next Steps
Goal #1: List Progress for Goal #1:		<input type="checkbox"/> Sufficient Progress Made	
		<input type="checkbox"/> Sufficient Progress Not Made	

California Standard for the Teaching Profession	Standard Not Met	Standard Met		
	IE	D	E	IN
Standard: 5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction.				
Comments:				
Key: Standard Not Met: (IE=Ineffective) Standards Met: (D=Developing E=Effective IN=Innovating)				

Identify Specific Growth Made Toward Each	List Sources of Evidence Reviewed	Identify Progress Toward Goal	Identify Next Steps
Goal #2: List Progress for Goal #2:		<input type="checkbox"/> Sufficient Progress Made	
		<input type="checkbox"/> Sufficient Progress Not Made	

California Standard for the Teaching Profession	Standard Not Met	Standard Met		
	IE	D	E	IN
Standard:				
Comments:				
Key: Standard Not Met: (IE=Ineffective) Standards Met: (D=Developing E=Effective IN=Innovating)				

Educator Signature:	Date:
Administrator Signature:	Date:

Educator: (Name and Position):	Date:
Administrator:	Date:

Step 5: Year End Annual Growth Summary Conference (complete by April 18, 2022)

Prior to Meeting:	During Meeting
<ul style="list-style-type: none"> Educator and Administrator individually reflect on the progress made during the year and come prepared to share during the meeting. 	<ul style="list-style-type: none"> Educator and Administrator meet and review progress toward identified growth goal. Describe progress made toward the goal in the first column. Review and list sources of evidence used to show growth in the second column. Determine current level of practice for each goal by marking the CSTP element rubrics. Collaboratively the Administrator and the Educator review current level of practice of the Year End Formal Growth Summary. Administrator lists at least 2 sources of evidence for each CSTP standard and marks the level of practice in the End of Year column.

Progress Toward Goals	Sources of Evidence	Growth Made	Next Steps	Support
Goal #1:				

California Standard for the Teaching Profession	Standard Not Met	Standard Met		
	IE	D	E	IN
Standard: 5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction.				
Comments:				
Key: Standard Not Met: (IE=Ineffective) Standards Met: (D=Developing E=Effective IN=Innovating)				

Progress Toward Goals	Sources of Evidence	Growth Made	Next Steps	Support
Goal #2:				

California Standard for the Teaching Profession	Standard Not Met	Standard Met		
	IE	D	E	IN
Standard:				
Comments:				
Key: Standard Not Met: (IE=Ineffective) Standards Met: (D=Developing E=Effective IN=Innovating)				

Educator Signature:	Date:
Administrator Signature:	Date:

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 ☐

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

(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.

MOU 1

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

November 14, 2014

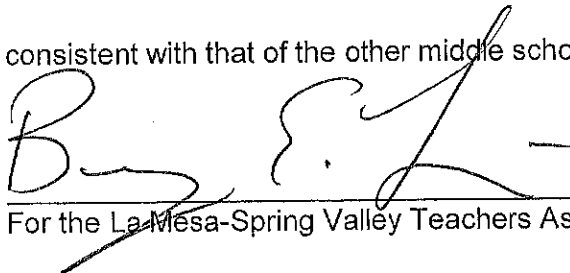
Middle School Passing Period:

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 2

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.

Tina Sardina, Assistant Superintendent, Human Resources

Date

For the Association

Date

MOU 3

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

Memorandum of Understanding Physical Assault

TA
JH
BSL
3/17/16

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

MOU 4

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 4 (Cont.)

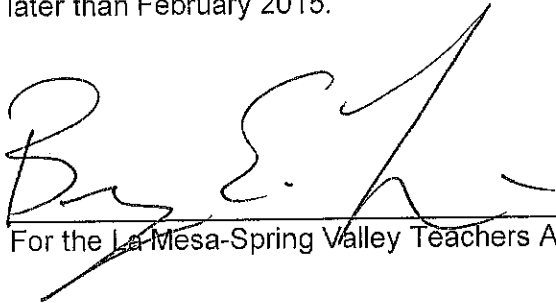
Definitions:

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

MOU 5

Memorandum of Understanding (MOU)

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

Leading Effective Educator Practice (LEEP) Certificated Plus Growth Model Pilot

The District and the Teachers Association agree to the following:

This MOU is in effect for the 2022-2023 school year, commencing August 2022 and concluding June 2023.

Pilot participants may include, but are not limited, to the following:

Principals, APs, and/or Supervisors, and two (2) certificated staff from each group:

- Counselors
- Social Workers
- Nurses
- School Psychologists
- Speech-Language Pathologists

The purpose of the pilot is to better understand the strengths and weaknesses of the LEEP Model, and to use such insights to develop the next phase of a new evaluation system for La Mesa-Spring Valley Schools. The pilot shall be guided by the following:

- The primary objectives of LEEP are to recognize strengths, to increase teacher effectiveness through a continual growth model, to demonstrate student learning gains, to access the implementation of effective teaching strategies and programs.
- LEEP is designed to encourage collaboration among practitioners, administration, and personnel.
- LEEP is intended to help newer educators acquire the skills necessary to be effective, and to guide veteran educators in their career-long pursuit of excellence. The parties expect all educators to improve their professional skills and to engage in ongoing reflection and growth throughout their careers. The District is committed to providing assistance to all certificated employees toward these ends.
- The California Standards for the Teaching Profession (CSTPs), the 5 Dimensions of Teaching and Learning (5 Ds), licensing and/or other professional standards, are the cornerstone documents utilized in the development of LEEP, which further defines expectations for certificated employees in the evaluation of the performance of their


MOU 5 - Cont'dPage 2 of 2
LEEP Certificated Plus

duties. LEEP is a growth model for continuous reflection and development over time.

- Permanent certificated staff are encouraged to volunteer to participate.
- Evaluations will be on hiatus for the 2022-2023 school year, except for temporary and probationary teachers (Article 8.3 C), unit members requiring additional evaluations (Article 8.3 F), and as otherwise required by law.
- Similar to the current evaluation experience, principals and certificated staff will meet during the professional workday to engage in the LEEP process.
- LEEP training meetings may be scheduled by area during the work day with sub coverage provided whenever possible.
- LEEP will be collaboratively implemented with the participating unit member, principal, assistant principal, or immediate supervisor. The growth model cycle will include a pre-conference checklist completed by October 10, 2022, an educator self-reflection, collaborative goal-setting based upon the CSTPs and 5 Ds, informal walkthrough observations, at least one scheduled observation and observation conference, a mid-year conference, and summative conference.
- A copy of all evaluation documents and data will be provided to the unit members participating in the pilot, and no documentation generated as part of the pilot will be placed in the volunteer unit member's personnel file or used in future evaluations. All other copies of the documentation will be redacted to omit personally identifiable information about the participating unit member. To the extent permitted by law, such documentation may be destroyed after the LEEP committee has reviewed the pilot.
- The pilot process will include District and State assessments, mutually agreed upon selected assessments, and work samples from students.
- The LEEP pilot participants will meet during the workday to review the pilot and to recommend to the District and Association bargaining teams appropriate revisions and/or recommendations.
- In the event that a LEEP meeting is held outside the work day, participating unit members shall be compensated (per diem).

Date: February 24, 2022

For the District:

DocuSigned by:

 37533EB81DD3413...
 Meg Jacobsen, Ed.D.
 Interim Assistant Superintendent
 Human Resources, LMSV

For the Association:

DocuSigned by:

 A1706E32964644B...
 Emily Scheitlin
 Bargaining Chair
 LMSVTA

MOU 6

MEMORANDUM OF UNDERSTANDING

**By and Between the
La Mesa-Spring Valley Schools
and the La Mesa-Spring Valley Teachers Association
February 23, 2022**

The District and the Association agree to the following. This MOU replaces and supersedes the September 25, 2019 MOU re Specialized Academic Instruction (SAI). This MOU is in effect through June 30, 2023.

Special Education Planning, Staffing and Support

1. K-6 self-contained/departmentalized (as defined in Article 2) SAI Teachers' assignments shall include at least ten (10) percent of their instructional time to complete assessments, scheduling and paperwork to satisfy IEP requirements and meet compliance issues.
2. Departmentalized SAI teachers at middle schools or academies (e.g. grades 7/8, 6/7/8) shall have an additional preparation period or its equivalent for assessments, scheduling and paperwork to complete IEP requirements and satisfy compliance issues. If a site has a block schedule (e.g. STEAM Academy @ La Presa), their SAI teachers' schedules will be adjusted accordingly.
3. SAI teachers at an academy who serve both elementary and middle grades shall have either an additional preparation period or its equivalent or at least ten (10) percent of their instructional time, as determined by the site administrator and master schedule. This time is set aside to complete assessments, scheduling and paperwork to satisfy IEP requirements and meet compliance issues. If a site has a block schedule (e.g. STEAM Academy @ La Presa), their SAI teachers' schedules will be adjusted accordingly.
4. Speech-Language Pathologists (SLPs) shall receive 20 hours of clerical support per year, which will be prorated 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.
5. SDC teachers 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.

MOU 6 - Cont'dPage 2 of 2
SAI

6. SAI teachers shall receive 20 hours of clerical support per year, which will be prorated based on assignment. For example, a 100% SAI shall receive 20 hours of clerical support; an 80% SAI shall receive 16 hours.
7. Clerical assistance, as described above, shall be accessed through the site administrator. It is expected that sufficient notice be provided to allow the site administrator to arrange for the clerical support. Typically, clerical assistance will be completed by a site employee or substitute.
8. Students on SAI teachers' caseloads will also be part of class rosters of general education classroom teachers and included in the class size count.
9. The staffing pattern for the SAI model is one SAI teacher and 2 paraprofessionals for 25 students with a hard cap of 28. The specific composition of a SAI teacher's caseload shall be monitored to allow for possible variations to staffing and other supports based on unique circumstances as determined by special education administration. Monthly, special education administrators will reach out to the SAI teacher(s) if the caseload reaches 26 (and thereafter) to determine the supports necessary for their caseload. Support considerations may include, but are not limited to the following:
 - a. Student assessment support (e.g. release time, substitute relief and/or additional certificated assessor);
 - b. Additional paraprofessional support;
 - c. Support from the site intervention team; and
 - d. Relief time

Date: February 23, 2022

For the District:

DocuSigned by:



37533EB81DD3413

Meg Jacobsen, Ed. D.
Interim Assistant Superintendent
Human Resources, LMVS

For the Association:

DocuSigned by:



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Emily Scheitlin
Bargaining Chair
LMSVTA