

**Memorandum of Understanding between
La Mesa-Spring Valley School District (“District”) and La Mesa-Spring Valley Teachers
Association (“Association”) Regarding UCSD Extended Studies GATE Program
September 16, 2022**

The District and the Association enter into this Memorandum of Understanding (“MOU”) regarding bargaining unit member participation in the Extended Studies' Specialized Certificate (“Certificate”) in Gifted and Talented Education program (“Program”) through the University of California San Diego (“UCSD”) extension program, as described herein.

1. The District will fund up to 60 bargaining unit members’ participation in the Program during the 2022-23 school year in accordance with the funding terms described below. Bargaining unit members who wish to voluntarily participate in the Program shall notify the LMSV Learning Support team in a Google Form response, no later than 4:45 p.m. on October 1, 2022. In the event more than 60 bargaining unit members express an interest in participating in the Program under the terms of this MOU, the District will select those who will participate based, in its sole discretion, on the needs of the District and its students. No bargaining unit member shall be required to participate in the Program under the terms of this MOU.
2. The District will directly fund the tuition charged by UCSD related to up to sixty bargaining unit members’ participation in the Program. The District’s funding obligation shall not exceed \$1,600 for each bargaining unit member. Any and all costs, including materials, technology, and any other costs in any way related to any bargaining unit member’s participation in the Program, in excess of \$1,600 per member shall be paid for by the member and not the District.
3. Each unit obtained through the Program shall constitute a “unit” for purposes of salary placement pursuant to Appendix C of the collective bargaining agreement.
4. If any unit member who participates in all or part of the Program fails to obtain a Certificate on or before June 30, 2023, for any reason whatsoever, the District may require that unit member to refund all or part of the \$1,600 paid to UCSD related to that unit member’s participation in the Program to the District. This MOU may be admitted by the District in any proceeding to obtain some or all of the funds described in this paragraph. This MOU shall constitute dispositive proof of the amount due and owing to the District from any unit member who fails to obtain a Certificate on or before June 30, 2023.

5. The provisions of this Agreement shall not be precedent setting for any purpose nor shall they be considered a past practice or evidence of a past practice for any future purpose. The CBA will remain in effect regarding any language not addressed in this MOU.

The undersigned represent that they are authorized to execute this MOU.

Date: September 16, 2022

For the District:

For the Association:

Meg Jacobsen, Ed.D.
Assistant Superintendent,
Human Resources
LMSV

Emily Scheitlin
Bargaining Chair
LMSVTA