

TENTATIVE AGREEMENT

By and Between
La Mesa-Spring Valley Schools (District)
and
La Mesa-Spring Valley Teachers Association (LMSVTA)
May 1, 2026

The purpose of this Tentative Agreement is to memorialize the Parties' agreements on identified topics negotiated in good faith during the May 2026 negotiations process. This TA is intended to serve as a framework for incorporating agreed-upon terms into the Collective Bargaining Agreement ("CBA") and/or as a side agreement, as applicable.

1. [Salary Tentative Agreement](#)
2. [Certificated Evaluations MOU](#)
3. [VAPA Release Time MOU](#)
4. [Planning and Training MOU](#)
5. [Early Tell Retirement Incentive Side Letter](#)
6. Contract Updates:
 - a. [Updates to Article 1.0 \(Definitions\)](#)
 - b. [Updates to Article 3.0 \(Class Size\)](#)
 - c. [Updates to Article 4.0 \(Hours of Employment\)](#)
 - d. [Updates to Appendix E](#)
 - e. [Updates to Appendix F](#)
7. Calendars:
 - a. [2026-2027](#)
 - b. [2027-2028](#)
 - c. [2028-2029](#)
 - d. [2029-2030](#)
8. [Suspension Form](#)

Except as expressly modified herein, all other provisions of the current Collective Bargaining Agreement shall remain in full force and effect.

Unless otherwise specified, the provisions of this TA shall be considered non-precedent setting and shall not establish a past practice or interpretation beyond the explicit terms contained herein.

This Tentative Agreement is expressly contingent upon:

- Ratification by the Association membership; and
- Approval by the District's Governing Board.

Neither party is bound by the terms of this TA until both ratification and Board approval have occurred.

Upon full ratification and approval, the Parties agree to implement the provisions of this Agreement in accordance with the timelines specified within each section. The Parties further agree to collaborate, as needed, on communication and implementation to ensure clarity and consistency across all sites.

This TA represents the entire agreement between the Parties on the subjects addressed herein and supersedes any prior understandings, whether written or oral, related to these specific topics.

For the District:

Signed by:

5862F3B3D51740B...
Meg Betts
Assistant Superintendent
Human Resources

Date: 7/10/2026

For the Association:

Signed by:

C3495D991ED54FB...
Sheila Pourhashem
Bargaining Chair
LMSVTA

Date: 7/12/2026

TENTATIVE AGREEMENT

By and Between
La Mesa-Spring Valley Schools (District)
and
La Mesa-Spring Valley Teachers Association (LMSVTA)
May 1, 2026

La Mesa-Spring Valley Schools (“District”) and the La Mesa-Spring Valley Teachers Association (“Association,” collectively “Parties”) have reached the following tentative agreement regarding Article 6.0 – Salaries (Wages) for the 2025–2026 school year:

1. One-Time Off Schedule Payment (2025–2026)

A one-time, off-schedule payment equal to **2% of each employee’s annual base salary** will be provided to all bargaining unit members who are employed and in active paid status at the time of Board approval of this MOU. **Payment will be made in August 2026.**

2. Conditional SSDBG One-Time Off Schedule Payment(2026–2027)

If the Governor’s 2026–2027 state budget including Student Support and Discretionary Block Grant (SSDBG) funding is approved as discretionary, the District will use these one-time funds to provide an additional bonus to employees in active paid status on August 6, 2026.

- If **\$5,000,000** is received, employees will receive a **3% one-time payment** based on annual base salary.
- If **less than \$5,000,000** is received, the one-time payment will be a proportional percentage of salary based on the total amount received.
 - Example - If we receive \$4,000,000, the one-time payment would be approximately 2.5%.
- If funding **exceeds \$5,000,000**, **86% of the excess** will be applied to increase the bonus.
 - Example - If we receive \$6,800,000, we will calculate the additional payment on \$1.5M, which is 86% of the amount above \$5M and the one-time payment would be approximately 4%.
- For reference, \$1,500,000 $\approx$ 1% of total salaries

Payment will be made in September 2026.

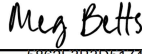
3. Reopener Clause

The parties recognize that the Governor’s 2026–2027 adopted State Budget, may change from the current proposed budget and impact the District’s overall fiscal position. In the event of any material changes to the State Budget that affect District revenues, expenditures, or funding assumptions, the parties agree to reopen this Agreement, upon request by either party, for the limited purpose of reviewing and, if mutually agreed, adjusting the provisions outlined herein.

4. Completion of Negotiations

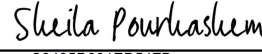
The Parties agree that negotiations regarding wages and benefits for the 2025–2026 school year are complete.

For the District:

Signed by:

5862F3B3D51740B...
Meg Betts
Assistant Superintendent
Human Resources

Date: 5/1/2026

For the Association:

Signed by:

C3495D991ED54FB...
Sheila Pourhashem
Bargaining Chair
LMSVTA

Date: 5/1/2026

Memorandum of Understanding (MOU)
By and Between the La Mesa-Spring Valley School District (District)
and the La Mesa-Spring Valley Teachers Association (Association)

LMSV Certificated Evaluations for Permanent Staff for the 2026-2027 School Year

The purpose of this MOU is to provide temporary flexibility regarding certificated employee evaluations during the **2026–2027 school year** in recognition of significant operational and instructional adjustments associated with the District's transition to a new six-period student schedule at the middle school level and the new math adoption at the elementary school level. The Parties acknowledge that implementation of this new schedule will require substantial adaptation by certificated staff, site administrators, and instructional programs throughout the school year.

Notwithstanding any contrary provision in the collective bargaining agreement, permanent certificated employees who would otherwise be scheduled for evaluation during the **2026–2027 school year** shall not be required to complete a formal evaluation cycle during that school year.

This temporary suspension applies only to certificated employees who hold permanent status with the District.

The following employees shall continue to be evaluated in accordance with applicable law, including applicable provisions of the collective bargaining agreement and California Education Code:

- Probationary certificated employees
- Temporary certificated employees
- Intern certificated employees, if applicable

A permanent certificated employee otherwise exempted under this MOU may be evaluated during the **2026–2027 school year** when the site principal or supervising administrator determines that **good cause** exists to conduct an evaluation.

Good cause may include, but is not limited to:

- Documented concerns regarding instructional performance;
- Concerns regarding professional responsibilities;
- Failure to meet district standards or expectations;
- Complaints substantiated through administrative review;
- Ongoing performance concerns previously communicated to the employee.

The provisions of this MOU 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 Collective Bargaining Agreement and any other currently effective MOUs shall remain in full force concerning any and all language not addressed in this MOU.

If any provision of this MOU is found to be invalid or unenforceable, the remainder of the MOU shall continue in full force and effect and shall in no way be impaired or invalidated.

The Parties recognize that, to be enforceable, this MOU must be approved or ratified by the Board of Education.

This MOU is in effect until June 30, 2027.

FOR THE DISTRICT

Signed by:



5862F3B3D51740B...

Meg Betts

Assistant Superintendent

Human Resources, LMSV

FOR THE ASSOCIATION

Signed by:



C3495D991ED54FB...

Sheila Pourhashem

Bargaining Chair, LMSVTA

**Memorandum of Understanding between
La Mesa-Spring Valley School District (“District”) and La Mesa-Spring Valley Teachers
Association (“Association”)**

**Proposition 28 VAPA Teacher Collaboration and Preparation Time 2026-2027
May 1, 2026**

Schedule and Duration: For the 2026-2027 school year, all elementary general education teachers shall receive twelve (12) VAPA release sessions, occurring on a cycle of approximately every three to four (3-4) weeks as determined by the District VAPA schedule. Each session shall provide between fifty (50) and one hundred five (105) minutes of release time.

Teacher-Directed Preparation Sessions: Six (6) of the twelve (12) sessions shall be designated as Teacher-Directed Preparation Sessions.

- These sessions are for teachers to plan and prepare for the new mathematics curriculum and the RDRS assessment, and will be educator-led without direction from site principals or District administrators.
- The specific dates for these six (6) sessions shall be calendared in collaboration with the site administrator.

Principal-Directed Collaboration Sessions: The remaining six (6) sessions shall be designated as Principal-Directed Collaboration Sessions.

- Activities shall be aligned with the implementation of the new math adoption, site-based common formative assessments, looking at student data, looking at student work, Cycle of Professional Learning and the RDRS tool.
- Tasks and expectations should match the amount of time scheduled for the session.
- Additionally, the first VAPA session of the year will include time for the teacher to remain in the classroom with the VAPA teacher and will count as one of the “principal directed” sessions.

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.

FOR THE DISTRICT:

Signed by:



5862F3B3D51740B...

Meg Belts

Assistant Superintendent
Human Resources, LMSV

FOR THE ASSOCIATION:

Signed by:



C3495D991ED54FB...

Sheila Pourhashem

Bargaining Chair
LMSVTA

**Memorandum of Understanding between
La Mesa-Spring Valley School District (“District”) and La Mesa-Spring Valley Teachers
Association (“Association”)**

**Training and Planning Time for Instructional Program Implementation
May 1, 2026**

Purpose

To provide certificated staff with training and planning time to support implementation of new instructional programs.

Term

Effective for the 2026–2027 school year.

Training and Planning Time

The District will provide training and planning time for program implementation. Details, including scheduling and structures, will be determined in collaboration with site administrators and the district learning support team for the following programs:

- **Humanities (Middle School)**
- **SELA (Middle School)**
- **Math Curriculum Adoption (Elementary K-5)**

All required time outside the contractual workday will be compensated per the collective bargaining agreement.

General Provisions

The Parties agree to collaborate in good faith. This MOU is non-precedent setting and does not alter the collective bargaining agreement except as stated.

FOR THE DISTRICT:

Signed by:

5862F3B3D51740B...
Meg Belts
Assistant Superintendent
Human Resources, LMSV

FOR THE ASSOCIATION:

Signed by:

C3495D891ED54FB...
Sheila Pourhashem
Bargaining Chair
LMSVTA

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

**Addendum: SIDE LETTER: Retirement Early Tell
December 10, 2025**

On October 21, 2025, the District and Association agreed to an Early Tell Retirement Incentive for certificated LMSV staff below. However, as a result of the \$13 million budget deficit in the District and planned reductions for certificated staff, the District and the Association have agreed to an addendum to increase the amount of the incentive in an effort to minimize possible layoffs and staff release. The purpose of the Early Tell is to know as soon as possible how many people will be retiring to lessen the impact on staff and minimize reductions.

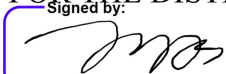
As an addendum and effective immediately, the District and Association agree to the following updated Early Tell Retirement Incentive guidelines:

The District shall offer a one-time incentive payment of \$10,000 to each permanent, certificated unit member who submits (via online District-issued Google Form) a non-rescindable letter of resignation due to retirement effective June 30, 2026, by January 5, 2026, at 4:45 p.m. Payment will be reflected on the first available paycheck. To qualify for the payment described in this side letter, employees must be in active and paid status at the time they submit their non-rescindable letter of resignation due to retirement and on January 5, 2026. Employees who have submitted their resignation prior to the date of full execution of this side letter and/or those who resign pursuant to a settlement agreement shall not receive the payment described herein.

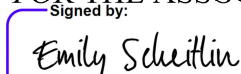
Those who have already submitted their Early Tell notification will receive this updated incentive pursuant to this addendum.

This side letter sunsets immediately after all incentives are paid.

FOR THE DISTRICT

Signed by: 
37533EB81DD3413...
Meg Jacobsen Betts
Assistant Superintendent
Human Resources, LMSV

FOR THE ASSOCIATION

Signed by: 
E8E0FB5E154C40C...
Emily Scheitlin
Bargaining Chair, LMSVTA

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~~ mental health providers 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 3.0: Class Size

3.1 ~~Transitional Kindergarten through fifth grade classes district wide shall be staffed to comply with student-teacher ratios as determined by Education Code 41376 and 41378; or staffed at levels in compliance with a fully funded, non-encroaching, Class Size Reduction program, whichever class size is less. In addition, the schoolwide annual kindergarten through fifth 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.~~ ¶¶

~~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.~~ ¶¶

Transitional Kindergarten (TK) class sizes are not to exceed the maximum size permitted under applicable provisions of the California Education Code.

Kindergarten class sizes are maintained at a districtwide average within the range of twenty-six (26) to twenty-eight (28) students. The district average is the average of all class sizes, by grade span.

Grades 1-3 class sizes are maintained at a districtwide average within the range of twenty-eight (28) to thirty (30) students. The district average is the average of all class sizes, by grade span.

Individual class sizes are not to exceed the maximum class size permitted under applicable provisions of the California Education Code.

3.2 When an individual class in grades 4 and 5 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 6 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 Combination classes refer to general education elementary (TK-5), self-contained (non-departmentalized) classes that are rostered with two or more grade levels.

- 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.

- H. Differential pay, as defined in Appendix F

For Appendix F - 5% differential annual pay for the current year based on the annual salary of the rostered teacher for the assigned, general education self-contained combination class (TK-5), per the definition in Article 3.4.

- I. A maximum of three days in any combination of release time to plan in conjunction with site administrator based on availability of subs, or additional time outside of current contracted work days paid at the per diem rate on a timesheet.

- J. Professional development opportunities or coaching available through the learning support department
- 3.6 Students on an Educational Specialist/RSP teachers' caseload who receive SAI services will also be part of class rosters of general education classroom teachers and included in the class size count.
 - 3.7 The staffing pattern for the SAI model is one Educational Specialist/RSP teacher who provides SAI services and 2 paraprofessionals for 25 students with a hard cap of 28. The specific composition of an Educational Specialist/RSP 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 Educational Specialist/RSP teacher(s) if the caseload reaches 26 (and thereafter) to determine the support 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
 - 3.8 The staffing pattern for the various Special Day Class (SDC) models shall take into consideration, but not be limited to, factors such as student needs, staff and student safety, and programmatic requirements or restrictions. Considerations shall be regularly monitored to allow for adjustments in staffing and support services based on unique circumstances, as determined by the special education administration.

To ensure equitable distribution of student needs and resources within Special Day Classes (SDC), special education leadership and site administrators meet regularly to communicate and review caseload compositions. These meetings focus on balancing student educational and behavioral needs, and total enrollment to maintain an optimal learning environment for students and staff. Decisions, rationale and planning is shared by site administrators with site teams.

When an SDC case manager's caseload reaches 12 or more students, an impacted teacher shall be offered a meeting with their site principal and a special education department administrator to discuss and implement possible support and relief as noted above in Article 3.7, or as defined in Article 4.0 (Hours of Employment).

ARTICLE 4.0: Hours of Employment

- 4.1 Hours of employment are described below.
 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, **mental health providers**, ~~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.
 4. 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.
 5. 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.
 6. Staff meetings shall be held no more than two times per month according to a regular schedule. Staff meetings that occur at the conclusion of the school day shall begin no later than 10 minutes after the conclusion of the instructional day without prior consent of the staff. Staff meetings shall not exceed 60 minutes directed by the administrator and ten minutes for Association business as needed (see Article 11.4.C). Per Article 20, Campuses with staff meetings held at the beginning of the work day will determine start times in collaboration with the site administrator and staff.
 - A. During the three months when end-of-trimester report cards are due, there will be no more than one staff meeting.

- 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.

Mandated training must be completed through the JPA course catalog or a similar approved platform within required legal timelines. The total training time may vary each year based on legal requirements but is typically between 3.5 and 6 hours. This training should not exceed 6 hours. Any required training beyond 6 hours must be coordinated with the District and the Association.

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-5 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-5 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. Middle school employees shall be provided a daily preparation period – the equivalent of one (1) instructional period.
 - 1. Instructional periods at LMAAC, PKMS, STEAM, 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-5 self-contained or self-contained/departmentalized (as defined in Article 2) Educational Specialists/RSP teachers who provide SAI services 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 Educational Specialists/RSP teachers who provide SAI services 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 schedules will be adjusted accordingly.
 - 3. Educational Specialists/RSP teachers who provide SAI services 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 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.
6. Educational Specialists/RSP teachers who provide SAI services 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 will 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.

4.2 SHARED CONTRACTS

- A. Any two (2) K-5 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.~~
4. The regular work year for mental health providers shall be 186 days.
5. The regular work year for nurses shall be 190 days.
6. ~~The regular work year for social workers shall be 186 days.~~

6. 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.
7. The regular work year for resource teachers assigned to the educational service center shall be 186 days as arranged with his/her supervisor.
8. The regular work year for behavior intervention specialists shall be 186 days.
9. 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.
10. The average instructional day for K-8 students shall be:
 - a. Three hundred five (305) minutes for K (e.g., TK and EAK) through five.
 - b. Three hundred fifty-two (352) minutes for grades six, seven and eight.
 - c. The last day of the K-5 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-5 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.~~ The certificated calendar shall include the following non-student days and the dates of each day shall be determined and approved on calendar jointly with the Association and District:
- a. S - Staff development day (2 days per calendar year)
 - b. W - Work day (1 days per calendar year)
 - c. S/W Staff development/work day (1 days per calendar year)
 - d. F - Flex day (2 days per calendar year)
- B. Staff development days are District/principal directed. Staff are expected to be on site or at a district location assigned by their direct supervisor on “S” days.
- C. Work “W” days are certificated staff preparation days. Staff is expected to be on site or work at a district location assigned by their supervisor during their “W” day(s).
- D. Flex days are days for certificated staff to engage in preparation at certificated staff discretion. Preparation may take place at the location of the certificated staff member’s choice. Certificated staff are not required to report to their school site or a district site location during flex days.
- E. Departmentalized program orientation and Kindergarten orientation shall not exceed one (1) hour and fifteen (15) minutes of teacher time.
- F. Participation in social activities (lunches, breakfasts and after school get-togethers) is voluntary; no principal-directed meeting items will be covered at this time.
- G. Staff development days are District/principal directed.
- H. Hours of work for staff development days and staff work days will be the same as outlined in Article 4.1.
- I. 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.

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%
Mental Health Provider	3%	4%	6%	8%	10%
Psychologist, Behavior Analyst	3%	4%	6%	8%	10%
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 ~~contract~~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: ¶~~

~~**Instructional Tutorial/After School Classes.** Teachers will receive their per diem daily rate, based on an eight (8) hour day. ¶~~



~~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, prorated 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 inclusive of lunch (site-resource teachers/specialists, site coaches, counselors, **mental health providers**, ~~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 Compensation

- **Period Rate is defined as the Daily Rate divided by 5**
- **Hourly Rate is defined as the Daily Rate divided by 8**
- **Per Diem is Employees Annual Salary divided by the number of contract days.**

	Rate of Pay	Pay Distribution	Rate of pay increase by same negotiated amount as salary schedule on-going
*After School Clubs	\$26.88	Hourly	YES
**Instructional Tutorial	Per Diem at Hourly Rate	Hourly	YES
Intersession Teaching (ESY, summer school, Fall or Spring Break)	Per Diem at Period Rate	Hourly	YES
A BCLAD-certified educator currently serving in a dual-language immersion classroom, actively leveraging bilingual expertise to deliver core instruction	\$1,500.00	Annually: Paid tenthly- September-June	NO
Curriculum Development	Per Diem at Hourly Rate	Hourly	YES
Presentations	Per Diem at Hourly Rate	Hourly	YES
K-Screening	Per Diem at Hourly Rate	Hourly	YES
Team/Department Planning	Per Diem at Hourly Rate	Hourly	YES
ILT Member	\$1,000.00	Annually: Paid tenthly September-June	NO
Staff Development	\$210 per day (if less than five (5) hours, \$35.00 per hour)	Hourly	NO
Consulting Teachers	\$1560	Annually: Paid tenthly September -June	YES
PAR/Induction Panel Stipend	\$1133.73	Annual: Amounts paid once per year in June	NO

ASB	\$4160	Annually: Paid tenthly September -June	YES
Media	\$4160	Annually: Paid tenthly September -June	YES
Yearbook	\$4160	Annually: Paid tenthly September -June	YES
Safety Patrol	\$4160	Annually: Paid tenthly September -June	YES
Admin Designee	\$4160	Annually: Paid tenthly September -June	YES
Health and Safety	\$3120	Annually: Paid tenthly September -June	YES
Testing Coordinator	\$3120	Annually: Paid tenthly September -June	YES
Content Lead	\$3120	Annually: Paid tenthly September -June	YES
Site Tech Lead	\$2080	Annually: Paid tenthly September -June	YES
Student Council	\$520	Annually: Paid tenthly September -June	YES
Education Specialist Recruitment and Retention (currently using credential with active caseload)	\$5,000	Annually: Paid tenthly September -June	NO

*** Instructional Tutorial Assignment**

An **Instructional tutorial assignment** is an extra-duty instructional assignment provided outside of the regular teacher workday for the purpose of delivering targeted academic instruction to students in core curricular areas (English language arts, mathematics, science, and social studies.)

The tutorial needs to meet the attendance recovery requirements.

1. Instructional Planning

The employee shall prepare lessons or learning activities in advance of each tutorial session that are aligned to grade-level standards, course objectives, or identified student academic needs.

2. Academic Instruction

Tutorial sessions shall involve direct teaching, reteaching, intervention, guided practice, or academic support delivered by a credentialed employee in a manner substantially similar to classroom instruction provided during the regular instructional day.

3. Student Progress Monitoring

Tutorial may include review of student work, assessment of progress, feedback to students, and coordination with classroom instructional goals.

4. Professional Responsibility

Because tutorial requires professional instructional judgment, lesson preparation, and delivery of academic content comparable in nature to certificated classroom duties, tutorial assignments shall be compensated at the tutorial hourly rate established in this Agreement.

5. Attendance and Child Nutrition Requirements

**** Student Club Assignment**

A **club assignment** is an extra-duty activity in which an employee supervises, facilitates, or advises students participating in enrichment, interest-based, recreational, leadership, or social activities outside the regular instructional program.

Club assignments generally include the following characteristics:

- **Attendance** - Take daily attendance.
- **Supervise** - Supervise and ensure student safety.

180 Student Days - First Day of School 8/6

1 Work Day 8/5

1 Staff Development/Work Day 4/12

2 Flex Day 8/3, 3/26

2 Staff Development Day 8/4, 1/4

186 Teacher Days

October Break 10/5 - 10/16

Winter Break 12/21-1/1

Spring Break 3/29 - 4/9

Principals report to work: 7/15/26-6/17/27

La Mesa-Spring Valley

School District

Master Calendar • 2026-2027

KEY

W Teacher Workday

S Staff Development Day (No School)

N Non-work Day (No School)

F Flex Day (Staff Development MOU)

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

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

NOVEMBER																													
Minimum Days this week: Parent Conferences																													

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

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

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

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

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

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

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

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

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

180 Student Days - First Day of School 8/11

1 Work Day 8/10

1 Work Day 8/10
1 Staff Development/Work Day 1/3

October Break 10/4-10/15
Winter Break 12/20-12/31
Spring Break 4/3-4/14

W Teacher Workday
S Staff Development Day (No School)
N Non-work Day (No School)
F Flex Day (Staff Development MOU)

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

AUGUST

[illegible]**SEPTEMBER**[illegible]

OCTOBER

[illegible]

NOVEMBER

Minimum Days this week:
Parent Conferences

[illegible]

DECEMBER

[illegible]

JANUARY

[illegible]

FEBRUARY

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29
FEBRUARY	Blue	Blue	Blue	Blue	Gray	Blue	Blue	Blue	Blue	Blue	Blue	Gray	Gray	Lincoln's B Day	Blue	Blue	Blue	Blue	Gray	Gray	Presidents Day	Blue							

MARCH

[illegible]

APRIL

[illegible]

MAY

[illegible]

JUNE

[illegible]

KEY

W Teacher Workday
S Staff Development Day (No School)
N Non-work Day (No School)
F Flex Day (Staff Development MOU)

[illegible]**SEPTEMBER**[illegible]

NOVEMBER

Minimum Days this week:
Parent Conferences

[illegible]

JANUARY

[illegible]

MARCH

[illegible]

MAY

[illegible]

AUGUST

[illegible]

OCTOBER

[illegible]

DECEMBER

[illegible]

FEBRUARY

[illegible]

APRIL

[illegible]

JUNE

[illegible]

W Teacher Workday
S Staff Development Day (No School)
N Non-work Day (No School)
F Flex Day (Staff Development MOU)

180 Student Days - First Day of School – 8/9

1 Work Day 8/8

1 Staff Development/Work Day 8/3

2 Flex Day 8/2, 12/21

2 Staff Development Day 8/6, 8/7

186 Teacher Days

October Break 10/8-10/19

Winter Break 12/24-1/4

Spring Break 4/8-4/19

[illegible]

JULY

[illegible]**SEPTEMBER**[illegible]

NOVEMBER

Minimum Days this week:
Parent Conferences

[illegible]

JANUARY

[illegible]

MARCH

[illegible]

MAY

[illegible]

Memorial Day

[illegible]

AUGUST

[illegible]

OCTOBER

[illegible]

DECEMBER

[illegible]

FEBRUARY

[illegible]

APRIL

[illegible]

JUNE

[illegible]

Teacher Suspension From Class Ed Code 48910

Student Name:		Date of Referral:	
Date of Incident:		Location of Incident:	
Time of Incident:		Student has Existing:	IEP ☐ 504 ☐

Duration of suspension*:
Remainder of Day/Period ☐Remainder of Day/Period and Following Day/Period ☐

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

**Note: Teacher suspension from class cannot be extended due to student absence.*