

AGREEMENT

Between

Board of Education
La Mesa-Spring Valley
School District

and

La Mesa-Spring Valley Teachers
Association

7/1/23-6/30/26

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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, 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 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 (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

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, 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. An advisory period at a departmentalized school is considered ten percent (10%) of an instructional day.
 - 3. 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. 10. 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 mental health providers shall be 186 days.
 5. The regular work year for nurses shall be 190 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. 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.
 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).

- C. 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.
- D. Departmentalized program orientation and Kindergarten orientation shall not exceed one (1) hour and fifteen (15) minutes of teacher time.
- E. Participation in social activities (lunches, breakfasts and after school get-togethers) is voluntary; no principal-directed meeting items will be covered at this time.
- F. Staff development days are District/principal directed.
- G. Hours of work for staff development days and staff work days will be the same as outlined in Article 4.1.
- H. 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 capped at the VEBA Direct rate 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 (physical or mental) or injury, or medical appointments. Employees working less than a regular school work year or more than a regular full school work year will be credited leave at a pro rata amount to be computed on one (1) day for every eighteen (18) days of service.
- B. Earned but unused full pay leave which accumulates from year-to-year may be transferable as provided by law.
- C. Employees are expected to enter their own absences in the absence management system. If the leave is foreseeable, employees shall provide reasonable advanced notification.
- D. 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. This would also apply to the use of Extended Leave as outlined in Article 7.2.

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. When possible, staff will notify site administration of the use of upcoming personal days. If the leave is foreseeable, employees shall provide reasonable advanced notification using the absence management system.

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. If the leave is foreseeable, employees shall provide reasonable advanced notification using the absence management system.
 - 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 REPRODUCTIVE LOSS LEAVE

Any employee may use sick time for reproductive loss matters. "Reproductive loss" includes miscarriage, unsuccessful assisted reproduction (IVF), failed adoption, failed surrogacy, and stillbirth.

7.10 PARENTAL LEAVE

Three (3) days of parental 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.

7.11 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.

7.12 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.

7.13 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.

7.14 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.

7.15 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.

7.16 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.

7.17 FAMILY SCHOOL PARTNERSHIP ACT LEAVE

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

7.18 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 formal observation shall be transmitted no later than 120 work days before the last school day scheduled on the school calendar and the second formal observation no later than May 1st of that school year, unless mutually agreed upon by the evaluator and evaluatee during the pre-evaluation meeting.
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 formal observation once a year no later than May 1st of that school year, unless mutually agreed upon by the evaluator and evaluatee during the pre-evaluation meeting.
 - 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 follow the LEEP Evaluation timeline and be transmitted no later than May 1 of that school year, unless otherwise mutually agreed upon at the Pre-Evaluation meeting by both the employee and evaluator.
- 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-2, 3-5), 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**

Article 10, Safety Conditions

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.

10.7 Communication

10.7.1 Student suspensions shall be recorded in the student information system. Pursuant to Education Code 49079 the District shall notify unit members of each rostered pupil who has engaged in, or is reasonably suspected to have engaged in, any of the acts described in any of the subdivisions, except subdivision (h) (tobacco), of Section 48900 or in Section 48900.2, 48900.3, 48900.4, or 48900.7 that the pupil engaged in, or is reasonably suspected to have engaged in, those acts. The notification shall be provided annually prior to the start of the school year, or in a timely manner upon student enrollment, as student records are available.

10.7.2 Recommendation for student expulsion shall be recorded in the student information system. Subsequent administrative actions as a result of that recommendation will also be recorded in the student information system.

10.7.3 In the event that a student recommended for expulsion is not expelled or is placed at a different district school campus (excluding alternative programs designed to serve students for this purpose), notification to the teacher(s) of record will be provided prior to the student's attendance and/or return to campus. If a safety plan is developed as part of this process, it will be included in this notification.

10.7.4 The District shall issue an Advisory on Student Altercations to guide unit members in managing physical and verbal student altercations. The District will update the Advisory as needed to reflect current best practices and expectations aligned with current legal requirements.

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 workday as follows.
2. The site administrators or District shall structure Site Learning Days (SLDs) as follows: seven (7) SLD meetings not to exceed 90 minutes each. 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 July 1, 2023, and shall continue in effect through June 30, 2026 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

La Mesa-Spring Valley School District CERTIFICATED SALARY SCHEDULE

Effective 7/1/2023 - 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	67,324.00	67,324.00	67,324.00	67,324.00	67,324.00	67,324.00	1
2	67,324.00	67,324.00	67,324.00	67,324.00	67,324.00	70,354.00	2
3	67,324.00	67,324.00	67,324.00	67,324.00	69,844.00	73,520.00	3
4	67,324.00	67,324.00	67,324.00	69,338.00	72,987.00	76,828.00	4
5	67,324.00	67,324.00	68,834.00	72,458.00	76,272.00	80,286.00	5
6			71,244.00	74,993.00	78,941.00	83,096.00	6
7			73,738.00	77,618.00	81,703.00	86,004.00	7
8			76,318.00	80,335.00	84,563.00	89,014.00	8
9			78,990.00	83,147.00	87,523.00	92,129.00	9
10			81,754.00	86,057.00	90,586.00	95,354.00	10
11			84,207.00	88,639.00	93,304.00	98,214.00	11
12			86,733.00	91,297.00	96,103.00	101,161.00	12
13			89,335.00	94,037.00	98,986.00	104,196.00	13
14			92,015.00	96,858.00	101,955.00	107,322.00	14
15			94,775.00	99,764.00	105,014.00	110,542.00	15
16					106,590.00	112,199.00	16
17					108,188.00	113,883.00	17
18					109,812.00	115,591.00	18
19					111,459.00	117,324.00	19
20					113,130.00	119,084.00	20
21					114,262.00	120,276.00	21
22					115,405.00	121,478.00	22
23					116,558.00	122,693.00	23
24					117,724.00	123,920.00	24
25					118,901.00	125,159.00	25

4% Increase

APPENDIX B-1

LA MESA SPRING VALLEY SCHOOL DISTRICT SALARY SCHEDULE FOR PRESCHOOL TEACHERS

EFFECTIVE JULY 1, 2023

STEP	CLASS 1 Child Center Permit at Teacher or Master Teacher Level *	CLASS 2 Child Center Permit at Site Supervisor Level *
1	\$43,668.00	\$46,730.00
2	\$45,832.00	\$49,071.00
3	\$46,751.00	\$50,054.00
4	\$47,211.00	\$50,537.00
5	\$47,692.00	\$51,039.00
6	\$48,151.00	\$51,541.00
8	\$50,558.00	\$54,627.00
12	\$53,096.00	\$57,908.00

STEP	CLASS 1 Child Center Permit at Teacher or Master Teacher Level *	CLASS 2 Child Center Permit at Site Supervisor Level *
1	\$24,563.25	\$26,285.63
2	\$25,780.50	\$27,602.44
3	\$26,297.44	\$28,155.38
4	\$26,556.19	\$28,427.06
5	\$26,826.75	\$28,709.44
6	\$27,084.94	\$28,991.81
8	\$28,438.88	\$30,727.69
12	\$29,866.50	\$32,573.25

STEP	CLASS 1 Child Center Permit at Teacher or Master Teacher Level *	CLASS 2 Child Center Permit at Site Supervisor Level *
1	\$27.29	\$29.21
2	\$28.65	\$30.67
3	\$29.22	\$31.28
4	\$29.51	\$31.59
5	\$29.81	\$31.90
6	\$30.09	\$32.21
8	\$31.60	\$34.14
12	\$33.19	\$36.19

* 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.

.4% Increase

APPENDIX B-2

La Mesa-Spring Valley School District SALARY SCHEDULE FOR ACADEMIC COUNSELORS

Effective July 1, 2023 (186 days)

CLASS																			
IV							V						VI						
BA + 45 UNITS or MA							BA + 60 UNITS or MA + 15						BA + 75 UNITS with MA or MA +30						
							Experience						Experience						
Step	Annual Base Salary	1 Year 2% ratio	2 Year 3% ratio	3 Year 4% ratio	4 Year 5% ratio	5 Year 6% ratio	Annual Base Salary	1 Year 2% ratio	2 Year 3% ratio	3 Year 4% ratio	4 Year 5% ratio	5 Year 6% ratio	Annual Base Salary	1 Year 2% ratio	2 Year 3% ratio	3 Year 4% ratio	4 Year 5% ratio	5 Year 6% ratio	Step
1	67,324	68,670	69,344	70,017	70,690	71,363	67,324	68,670	69,344	70,017	70,690	71,363	67,324	68,670	69,344	70,017	70,690	71,363	1
2	67,324	68,670	69,344	70,017	70,690	71,363	67,324	68,670	69,344	70,017	70,690	71,363	70,354	71,761	72,465	73,168	73,872	74,575	2
3	67,324	68,670	69,344	70,017	70,690	71,363	69,844	71,241	71,939	72,638	73,336	74,035	73,520	74,990	75,726	76,461	77,196	77,931	3
4	69,338	70,725	71,418	72,112	72,805	73,498	72,987	74,447	75,177	75,906	76,636	77,366	76,828	78,365	79,133	79,901	80,669	81,438	4
5	72,458	73,907	74,632	75,356	76,081	76,805	76,272	77,797	78,560	79,323	80,086	80,848	80,286	81,892	82,695	83,497	84,300	85,103	5
6	74,993	76,493	77,243	77,993	78,743	79,493	78,941	80,520	81,309	82,099	82,888	83,677	83,096	84,758	85,589	86,420	87,251	88,082	6
7	77,618	79,170	79,947	80,723	81,499	82,275	81,703	83,337	84,154	84,971	85,788	86,605	86,004	87,724	88,584	89,444	90,304	91,164	7
8	80,335	81,942	82,745	83,548	84,352	85,155	84,563	86,254	87,100	87,946	88,791	89,637	89,014	90,794	91,684	92,575	93,465	94,355	8
9	83,147	84,810	85,641	86,473	87,304	88,136	87,523	89,273	90,149	91,024	91,899	92,774	92,129	93,972	94,893	95,814	96,735	97,657	9
10	86,057	87,778	88,639	89,499	90,360	91,220	90,586	92,398	93,304	94,209	95,115	96,021	95,354	97,261	98,215	99,168	100,122	101,075	10
11	88,639	90,412	91,298	92,185	93,071	93,957	93,304	95,170	96,103	97,036	97,969	98,902	98,214	100,178	101,160	102,143	103,125	104,107	11
12	91,297	93,123	94,036	94,949	95,862	96,775	96,103	98,025	98,986	99,947	100,908	101,869	101,161	103,184	104,196	105,207	106,219	107,231	12
13	94,037	95,918	96,858	97,798	98,739	99,679	98,986	100,966	101,956	102,945	103,935	104,925	104,196	106,280	107,322	108,364	109,406	110,448	13
14	96,858	98,795	99,764	100,732	101,701	102,669	101,955	103,994	105,014	106,033	107,053	108,072	107,322	109,468	110,542	111,615	112,688	113,761	14
15	99,764	101,759	102,757	103,755	104,752	105,750	105,014	107,114	108,164	109,215	110,265	111,315	110,542	112,753	113,858	114,964	116,069	117,175	15
16							106,590	108,722	109,788	110,854	111,920	112,985	112,199	114,443	115,565	116,687	117,809	118,931	16
17							108,188	110,352	111,434	112,516	113,597	114,679	113,883	116,161	117,299	118,438	119,577	120,716	17
18							109,812	112,008	113,106	114,204	115,303	116,401	115,591	117,903	119,059	120,215	121,371	122,526	18
19							111,459	113,688	114,803	115,917	117,032	118,147	117,324	119,670	120,844	122,017	123,190	124,363	19
20							113,130	115,393	116,524	117,655	118,787	119,918	119,084	121,466	122,657	123,847	125,038	126,229	20
21							114,262	116,547	117,690	118,832	119,975	121,118	120,276	122,682	123,884	125,087	126,290	127,493	21
22							115,405	117,713	118,867	120,021	121,175	122,329	121,478	123,908	125,122	126,337	127,552	128,767	22
23							116,558	118,889	120,055	121,220	122,386	123,551	122,693	125,147	126,374	127,601	128,828	130,055	23
24							117,724	120,078	121,256	122,433	123,610	124,787	123,920	126,398	127,638	128,877	130,116	131,355	24
25							118,901	121,279	122,468	123,657	124,846	126,035	125,159	127,662	128,914	130,165	131,417	132,669	25

*This salary schedule includes ratio from LMSVTA Contract Appendix E

4% Increase

APPENDIX B-3

La Mesa-Spring Valley School District SALARY SCHEDULE FOR EXTENDED SCHOOL YEAR COUNSELORS

Effective July 1, 2023 (200 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					
			1 Year 2% ratio	2 Year 3% ratio	3 Year 4% ratio	4 Year 5% ratio	5 Year 6% ratio		1 Year 2% ratio	2 Year 3% ratio	3 Year 4% ratio	4 Year 5% ratio	5 Year 6% ratio		1 Year 2% ratio	2 Year 3% ratio	3 Year 4% ratio	4 Year 5% ratio	5 Year 6% ratio	
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	72,392	73,840	74,564	75,288	76,012	76,736	72,392	73,840	74,564	75,288	76,012	76,736	72,392	73,840	74,564	75,288	76,012	76,736		
2	72,392	73,840	74,564	75,288	76,012	76,736	72,392	73,840	74,564	75,288	76,012	76,736	75,650	77,163	77,920	78,676	79,433	80,189		
3	72,392	73,840	74,564	75,288	76,012	76,736	75,100	76,602	77,353	78,104	78,855	79,606	79,054	80,635	81,426	82,216	83,007	83,797		
4	74,557	76,048	76,794	77,539	78,285	79,030	78,480	80,050	80,834	81,619	82,404	83,189	82,611	84,263	85,089	85,915	86,742	87,568		
5	77,912	79,470	80,249	81,028	81,808	82,587	82,012	83,652	84,472	85,292	86,113	86,933	86,328	88,055	88,918	89,781	90,644	91,508		
6	80,637	82,250	83,056	83,862	84,669	85,475	84,882	86,580	87,428	88,277	89,126	89,975	89,351	91,138	92,032	92,925	93,819	94,712		
7	83,461	85,130	85,965	86,799	87,634	88,469	87,853	89,610	90,489	91,367	92,246	93,124	92,477	94,327	95,251	96,176	97,101	98,026		
8	86,382	88,110	88,973	89,837	90,701	91,565	90,928	92,747	93,656	94,565	95,474	96,384	95,714	97,628	98,585	99,543	100,500	101,457		
9	89,406	91,194	92,088	92,982	93,876	94,770	94,111	95,993	96,934	97,875	98,817	99,758	99,064	101,045	102,036	103,027	104,017	105,008		
10	92,535	94,386	95,311	96,236	97,162	98,087	97,404	99,352	100,326	101,300	102,274	103,248	102,532	104,583	105,608	106,633	107,659	108,684		
11	95,310	97,216	98,169	99,122	100,076	101,029	100,327	102,334	103,337	104,340	105,343	106,347	105,607	107,719	108,775	109,831	110,887	111,943		
12	98,170	100,133	101,115	102,097	103,079	104,060	103,336	105,403	106,436	107,469	108,503	109,536	108,775	110,951	112,038	113,126	114,214	115,302		
13	101,115	103,137	104,148	105,160	106,171	107,182	106,437	108,566	109,630	110,694	111,759	112,823	112,039	114,280	115,400	116,521	117,641	118,761		
14	104,148	106,231	107,272	108,314	109,355	110,397	109,630	111,823	112,919	114,015	115,112	116,208	115,399	117,707	118,861	120,015	121,169	122,323		
15	107,273	109,418	110,491	111,564	112,637	113,709	112,919	115,177	116,307	117,436	118,565	119,694	118,862	121,239	122,428	123,616	124,805	125,994		
16							114,613	116,905	118,051	119,198	120,344	121,490	120,645	123,058	124,264	125,471	126,677	127,884		
17							116,332	118,659	119,822	120,985	122,149	123,312	122,455	124,904	126,129	127,353	128,578	129,802		
18							118,077	120,439	121,619	122,800	123,981	125,162	124,290	126,776	128,019	129,262	130,505	131,747		
19							119,848	122,245	123,443	124,642	125,840	127,039	126,156	128,679	129,941	131,202	132,464	133,725		
20							121,646	124,079	125,295	126,512	127,728	128,945	128,048	130,609	131,889	133,170	134,450	135,731		
21							122,862	125,319	126,548	127,776	129,005	130,234	129,328	131,915	133,208	134,501	135,794	137,088		
22							124,091	126,573	127,814	129,055	130,296	131,536	130,622	133,234	134,541	135,847	137,153	138,459		
23							125,331	127,838	129,091	130,344	131,598	132,851	131,928	134,567	135,886	137,205	138,524	139,844		
24							126,586	129,118	130,384	131,649	132,915	134,181	133,248	135,913	137,245	138,578	139,910	141,243		
25							127,850	130,407	131,686	132,964	134,243	135,521	134,580	137,272	138,617	139,963	141,309	142,655		

4% Increase

APPENDIX B-4

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

Effective July 1, 2023 - (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	68,049	70,090	70,771	72,132	73,493	74,854	68,049	70,090	70,771	72,132	73,493	74,854	68,049	70,090	70,771	72,132	73,493	74,854	
2	68,049	70,090	70,771	72,132	73,493	74,854	68,049	70,090	70,771	72,132	73,493	74,854	71,110	73,243	73,954	75,377	76,799	78,221	
3	68,049	70,090	70,771	72,132	73,493	74,854	70,595	72,713	73,419	74,831	76,243	77,655	74,310	76,539	77,282	78,769	80,255	81,741	
4	70,084	72,187	72,887	74,289	75,691	77,092	73,772	75,985	76,723	78,198	79,674	81,149	77,655	79,985	80,761	82,314	83,867	85,421	
5	73,237	75,434	76,166	77,631	79,096	80,561	77,091	79,404	80,175	81,716	83,258	84,800	81,149	83,583	84,395	86,018	87,641	89,264	
6	75,800	78,074	78,832	80,348	81,864	83,380	79,790	82,184	82,982	84,577	86,173	87,769	83,988	86,508	87,348	89,027	90,707	92,387	
7	78,453	80,807	81,591	83,160	84,729	86,298	82,582	85,059	85,885	87,537	89,189	90,840	86,928	89,536	90,405	92,144	93,882	95,621	
8	81,199	83,635	84,447	86,071	87,695	89,319	85,473	88,037	88,892	90,601	92,311	94,020	89,971	92,670	93,570	95,369	97,169	98,968	
9	84,041	86,562	87,403	89,083	90,764	92,445	88,464	91,118	92,003	93,772	95,541	97,310	93,121	95,915	96,846	98,708	100,571	102,433	
10	86,982	89,591	90,461	92,201	93,941	95,680	91,561	94,308	95,223	97,055	98,886	100,717	96,380	99,271	100,235	102,163	104,090	106,018	
11	89,592	92,280	93,176	94,968	96,759	98,551	94,307	97,136	98,079	99,965	101,852	103,738	99,271	102,249	103,242	105,227	107,213	109,198	
12	92,280	95,048	95,971	97,817	99,662	101,508	97,136	100,050	101,021	102,964	104,907	106,850	102,249	105,316	106,339	108,384	110,429	112,474	
13	95,048	97,899	98,850	100,751	102,652	104,553	100,051	103,053	104,053	106,054	108,055	110,056	105,317	108,477	109,530	111,636	113,742	115,849	
14	97,899	100,836	101,815	103,773	105,731	107,689	103,052	106,144	107,174	109,235	111,296	113,357	108,476	111,730	112,815	114,985	117,154	119,324	
15	100,836	103,861	104,869	106,886	108,903	110,920	106,143	109,327	110,389	112,512	114,634	116,757	111,730	115,082	116,199	118,434	120,668	122,903	
16							107,736	110,968	112,045	114,200	116,355	118,510	113,407	116,809	117,943	120,211	122,480	124,748	
17							109,352	112,633	113,726	115,913	118,100	120,287	115,107	118,560	119,711	122,013	124,316	126,618	
18							110,992	114,322	115,432	117,652	119,871	122,091	116,834	120,339	121,507	123,844	126,181	128,517	
19							112,657	116,037	117,163	119,416	121,670	123,923	118,587	122,145	123,330	125,702	128,074	130,446	
20							114,347	117,777	118,921	121,208	123,495	125,782	120,364	123,975	125,179	127,586	129,993	132,400	
21							115,491	118,956	120,111	122,420	124,730	127,040	121,569	125,216	126,432	128,863	131,295	133,726	
22							116,644	120,143	121,310	123,643	125,976	128,308	122,784	126,468	127,695	130,151	132,607	135,062	
23							117,812	121,346	122,524	124,881	127,237	129,593	124,013	127,733	128,974	131,454	133,934	136,414	
24							118,990	122,560	123,750	126,129	128,509	130,889	125,252	129,010	130,262	132,767	135,272	137,777	
25							120,180	123,785	124,987	127,391	129,794	132,198	126,506	130,301	131,566	134,096	136,626	139,157	

*This salary schedule includes ratio from LMSVTA Contract Appendix E

4% Increase

APPENDIX B-5

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

CLASS

Step	IV							V							VI						
	BA + 45 UNITS or MA						BA + 60 UNITS or MA + 15						BA + 75 UNITS with MA or MA +30								
	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	67,324	69,343	70,017	71,363	72,710	74,056	67,324	69,343	70,017	71,363	72,710	74,056	67,324	69,343	70,017	71,363	72,710	74,056			
2	67,324	69,343	70,017	71,363	72,710	74,056	67,324	69,343	70,017	71,363	72,710	74,056	70,354	72,465	73,168	74,575	75,982	77,389			
3	67,324	69,343	70,017	71,363	72,710	74,056	69,844	71,939	72,638	74,035	75,432	76,828	73,520	75,726	76,461	77,931	79,402	80,872			
4	69,338	71,418	72,112	73,498	74,885	76,272	72,987	75,177	75,906	77,366	78,826	80,286	76,828	79,133	79,901	81,438	82,974	84,511			
5	72,458	74,632	75,356	76,805	78,255	79,704	76,272	78,560	79,323	80,848	82,374	83,899	80,286	82,695	83,497	85,103	86,709	88,315			
6	74,993	77,243	77,993	79,493	80,992	82,492	78,941	81,309	82,099	83,677	85,256	86,835	83,096	85,589	86,420	88,082	89,744	91,406			
7	77,618	79,947	80,723	82,275	83,827	85,380	81,703	84,154	84,971	86,605	88,239	89,873	86,004	88,584	89,444	91,164	92,884	94,604			
8	80,335	82,745	83,549	85,156	86,762	88,369	84,563	87,100	87,945	89,637	91,328	93,019	89,014	91,684	92,574	94,355	96,135	97,915			
9	83,147	85,641	86,472	88,135	89,798	91,461	87,523	90,149	91,024	92,775	94,525	96,275	92,129	94,893	95,814	97,657	99,499	101,342			
10	86,057	88,639	89,500	91,221	92,942	94,663	90,586	93,304	94,209	96,021	97,833	99,645	95,354	98,214	99,168	101,075	102,982	104,889			
11	88,639	91,298	92,185	93,957	95,730	97,503	93,304	96,103	97,036	98,902	100,768	102,634	98,214	101,161	102,143	104,107	106,072	108,036			
12	91,297	94,036	94,949	96,775	98,601	100,427	96,103	98,986	99,947	101,869	103,791	105,713	101,161	104,196	105,207	107,231	109,254	111,277			
13	94,037	96,858	97,798	99,679	101,560	103,440	98,986	101,956	102,946	104,925	106,905	108,885	104,196	107,322	108,364	110,448	112,532	114,616			
14	96,858	99,764	100,732	102,670	104,607	106,544	101,955	105,014	106,033	108,072	110,111	112,151	107,322	110,542	111,615	113,761	115,908	118,054			
15	99,764	102,757	103,755	105,750	107,745	109,740	105,014	108,164	109,214	111,314	113,415	115,515	110,542	113,858	114,964	117,175	119,385	121,596			
16							106,590	109,788	110,854	112,985	115,117	117,249	112,199	115,565	116,687	118,931	121,175	123,419			
17							108,188	111,434	112,516	114,680	116,844	119,007	113,883	117,299	118,438	120,716	122,993	125,271			
18							109,812	113,106	114,204	116,401	118,597	120,793	115,591	119,058	120,214	122,526	124,838	127,150			
19							111,459	114,803	115,917	118,147	120,376	122,605	117,324	120,844	122,017	124,363	126,710	129,056			
20							113,130	116,524	117,656	119,918	122,181	124,443	119,084	122,657	123,848	126,229	128,611	130,993			
21							114,262	117,690	118,832	121,118	123,403	125,688	120,276	123,884	125,087	127,492	129,898	132,303			
22							115,405	118,867	120,021	122,329	124,637	126,946	121,478	125,123	126,337	128,767	131,197	133,626			
23							116,558	120,055	121,220	123,551	125,883	128,214	122,693	126,374	127,601	130,055	132,508	134,962			
24							117,724	121,256	122,433	124,787	127,142	129,496	123,920	127,638	128,877	131,355	133,834	136,312			
25							118,902	122,469	123,658	126,036	128,414	130,792	125,159	128,913	130,165	132,668	135,171	137,675			

APPENDIX B-6

La Mesa-Spring Valley School District NURSES CERTIFICATED SALARY SCHEDULE

Effective July 1, 2023 (190 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	
Step	Annual	Annual	Annual	Annual	Step
1	68,772.00	68,772.00	68,772.00	68,772.00	1
2	68,772.00	68,772.00	68,772.00	71,867.00	2
3	68,772.00	68,772.00	71,346.00	75,100.00	3
4	68,772.00	70,829.00	74,557.00	78,480.00	4
5	70,314.00	74,016.00	77,912.00	82,012.00	5
6	72,776.00	76,606.00	80,638.00	84,883.00	6
7	75,324.00	79,288.00	83,460.00	87,853.00	7
8	77,959.00	82,062.00	86,382.00	90,928.00	8
9	80,688.00	84,935.00	89,406.00	94,111.00	9
10	83,513.00	87,908.00	92,534.00	97,405.00	10
11	86,017.00	90,546.00	95,310.00	100,327.00	11
12	88,598.00	93,261.00	98,170.00	103,336.00	12
13	91,256.00	96,060.00	101,115.00	106,437.00	13
14	93,994.00	98,941.00	104,148.00	109,630.00	14
15	96,814.00	101,910.00	107,273.00	112,919.00	15
16			108,882.00	114,612.00	16
17			110,515.00	116,332.00	17
18			112,173.00	118,076.00	18
19			113,856.00	119,848.00	19
20			115,563.00	121,645.00	20
21			116,719.00	122,862.00	21
22			117,886.00	124,091.00	22
23			119,064.00	125,331.00	23
24			120,255.00	126,585.00	24
25			121,458.00	127,850.00	25

4% Increase

APPENDIX B-7

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

Effective July 1, 2023 (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	86,057.00	90,586.00	95,354.00	1
2	88,639.00	93,304.00	98,214.00	2
3	91,297.00	96,103.00	101,161.00	3
4	94,037.00	98,986.00	104,196.00	4
5	96,858.00	101,955.00	107,322.00	5
6	99,764.00	105,014.00	110,542.00	6
7	95,927.00	106,590.00	112,199.00	7
8	99,764.00	108,188.00	113,883.00	8
9	99,764.00	109,812.00	115,591.00	9
10	99,764.00	111,459.00	117,324.00	10
11	99,764.00	113,130.00	119,084.00	11
12	99,764.00	114,262.00	120,276.00	12
13	99,764.00	115,405.00	121,478.00	13
14	99,764.00	116,558.00	122,693.00	14
15	99,764.00	117,724.00	123,920.00	15
16	99,764.00	118,901.00	125,159.00	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

4% Increase

APPENDIX B-8

La Mesa-Spring Valley School District SOCIAL WORKER SALARY SCHEDULE

Effective 7/1/2023 - 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	67,324.00	67,324.00	67,324.00	67,324.00	67,324.00	67,324.00	1
2	67,324.00	67,324.00	67,324.00	67,324.00	67,324.00	70,354.00	2
3	67,324.00	67,324.00	67,324.00	67,324.00	69,844.00	73,520.00	3
4	67,324.00	67,324.00	67,324.00	69,338.00	72,987.00	76,828.00	4
5	67,324.00	67,324.00	68,834.00	72,458.00	76,272.00	80,286.00	5
6			71,244.00	74,993.00	78,941.00	83,096.00	6
7			73,738.00	77,618.00	81,703.00	86,004.00	7
8			76,318.00	80,335.00	84,563.00	89,014.00	8
9			78,990.00	83,147.00	87,523.00	92,129.00	9
10			81,754.00	86,057.00	90,586.00	95,354.00	10
11			84,207.00	88,639.00	93,304.00	98,214.00	11
12			86,733.00	91,297.00	96,103.00	101,161.00	12
13			89,335.00	94,037.00	98,986.00	104,196.00	13
14			92,015.00	96,858.00	101,955.00	107,322.00	14
15			94,775.00	99,764.00	105,014.00	110,542.00	15
16					106,590.00	112,199.00	16
17					108,188.00	113,883.00	17
18					109,812.00	115,591.00	18
19					111,459.00	117,324.00	19
20					113,130.00	119,084.00	20
21					114,262.00	120,276.00	21
22					115,405.00	121,478.00	22
23					116,558.00	122,693.00	23
24					117,724.00	123,920.00	24
25					118,901.00	125,159.00	25

4% Increase

APPENDIX B-9

La Mesa-Spring Valley School District SALARY SCHEDULE FOR EARLY START PROGRAM

Effective 7/1/2023 - 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							Step
1	74,564.00	74,564.00	74,564.00	74,564.00	74,564.00	74,564.00	1
2	74,564.00	74,564.00	74,564.00	74,564.00	74,564.00	77,919.00	2
3	74,564.00	74,564.00	74,564.00	74,564.00	77,354.00	81,425.00	3
4	74,564.00	74,564.00	74,564.00	76,794.00	80,835.00	85,089.00	4
5	74,564.00	74,564.00	76,236.00	80,250.00	84,473.00	88,919.00	5
6			78,905.00	83,057.00	87,430.00	92,031.00	6
7			81,667.00	85,964.00	90,489.00	95,252.00	7
8			84,525.00	88,974.00	93,656.00	98,585.00	8
9			87,484.00	92,087.00	96,934.00	102,036.00	9
10			90,545.00	95,311.00	100,327.00	105,608.00	10
11			93,261.00	98,171.00	103,336.00	108,775.00	11
12			96,059.00	101,115.00	106,437.00	112,038.00	12
13			98,941.00	104,148.00	109,630.00	115,399.00	13
14			101,909.00	107,274.00	112,918.00	118,862.00	14
15			104,966.00	110,490.00	116,306.00	122,428.00	15
16					118,051.00	124,264.00	16
17					119,821.00	126,129.00	17
18					121,619.00	128,020.00	18
19					123,444.00	129,940.00	19
20					125,295.00	131,889.00	20
21					126,548.00	133,209.00	21
22					127,814.00	134,540.00	22
23					129,091.00	135,886.00	23
24					130,382.00	137,245.00	24
25					131,686.00	138,617.00	25

4% increase

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

Years of Experience in Position

Position	1	2	3	4	5
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. 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 (the number of contract 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.

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, 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

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.

LEADING EFFECTIVE EDUCATOR PRACTICE

Step One: Pre-Conference Checklist

- Principal/AP and educator 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 the CSTP/5D document

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 educator
- 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?

Visits

- Two visits prior to Mid-Year Check-In

Visit(s)

- At least one visit to be 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



APPENDIX G-2: Step 1 Conduct Pre-Evaluation Meeting

LEADING EFFECTIVE EDUCATOR PRACTICE (LEEP) Certificated Teacher Evaluation Checklist [date] School Year

Items to Walk Through	Temp/Prob Due Date	Permanent Due Date
Step 1: Conduct Pre-Evaluation Meeting Permanent: Review LEEP Handbook (link forms) ☐ Review LEEP Professional Growth Plan Graphic ☐ Review California Standards of Teacher Practice (CSTP) rubric ☐ Review 5 Dimensions of Teaching and Learning™ Framework (vs4.5) ☐ 5D revision RATIONALE (2).pdf ☐ Review Educator Self-reflection Form - CSTP Bank (Step 2) ☐ Classroom Observation Form ☐ Collaborative Goal Setting Conference (Step 3) ☐ Mid-Year Check-In Conference (Step 4) ☐ Year End Annual Summary Growth Conference (Step 5) ☐ Signed LEEP checklist (Notification of Evaluation)	[date]	[date]
Step 2: Educator Self-reflection • District selected 5.4 (mandatory) • Mutually selected standard	Prior to scheduled Goal Setting Meeting	Prior to scheduled Goal Setting Meeting
Step 3: Collaborative Goal Setting Conference	[date]	Prior to winter break
Informal Observations	Ongoing	Ongoing
Conduct 1st Formal Observation Sample Observation Form	Recommended window: December [date]- January [date]	Prior to Spring Break
Step 4: Mid-Year Check-In Conference	[date]	Prior to Spring Break
Informal Observations	Ongoing	Ongoing
Conduct 2nd Formal Observation Sample Observation Form	[date]	Prior to [date]
Step 5: Year End Annual Summary Growth Conference	[date]	[date]

In accordance with Article 8: Evaluation, this Certificated Conference Checklist will serve as notification that you are scheduled to be evaluated during the current school year. Your immediate supervisor will meet with you to discuss the elements upon which the evaluation is to be based. If you have any questions about the evaluation process, please contact your evaluator.

Evaluator Name: _____

Signature: _____

Date: _____

Evaluatee Name: _____

Signature: _____

Date: _____

APPENDIX G-3: Step 2 Educator Self-reflection

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

CSTP 5: Assessing students for Learning

ELEMENT 5.4: Using Assessment Data to Establish Learning Goals and to Plan, Differentiate, and Modify Instruction

Essential Element 5.4	Standard Not Met	Standard Met		
	Ineffective	Developing	Effective	Innovating
Using assessment data to establish learning goals and to plan, differentiate, and modify instruction	Assessment procedures are not congruent with instructional outcomes and lack criteria to assess student performance. Educator has no plan to incorporate formative assessment in the lesson or unit therefore adjustments while teaching are haphazard or do not occur. Students do not appear to be aware of the assessment criteria, and there is little or no monitoring of student learning. Feedback is absent or of poor quality. Students do not engage in self- or peer-assessment. Educator does not attempt to differentiate goals and plans based on assessment data ignoring learners' needs.	Assessment data is limited or insufficiently used to support development of appropriate learning goals. Assessment criteria have been developed, but are not clear. Educator's approach to using formative assessment is rudimentary and adjustments to instruction while teaching are difficult, awkward or absent. Students appear to be partially aware of the assessment criteria. Educator monitors student learning for the class as a whole making the resulting data weak for adjusting plans and instruction to meet individual needs. Questions and assessments are rarely used to diagnose evidence of learning. Feedback to students is general, and a few students assess their work.	Educator uses assessment data to develop learning goals that reflect subject matter concepts, skills and applications. A variety of assessment strategies are used to measure student progress, revise instructional plans and address specific needs of English learners and students with special needs. Formative assessments are used while teaching to adjust instruction. Students are aware of the assessment criteria, and the educator monitors student learning to adjust goals and plans. Questions and assessments are regularly used to diagnose evidence of learning. Educator feedback to groups of students is accurate and specific; some students engage in self-assessment and review/revise learning goals.	Educator uses multiple sources of assessment to plan, measure progress and revise. Questioning and assessment strategies are fully integrated into instruction and are used while teaching to meet individual needs. Guided by educator, students contribute to the development of assessment criteria and apply criteria to self-assess. Students monitor their progress and work with peers to adjust goals and plans. A variety of forms of feedback from both educator and peers is accurate and specific and advances learning. The educator successfully differentiates instruction to address individual student's misunderstandings.

APPENDIX G-3: Step 2 Educator Self-reflection

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

Essential Element 5.4	Standard Not Met	Standard Met		
Critical Attributes:	Ineffective	Developing	Effective	Innovating
	Assessments do not match instructional outcomes.	Only some of the instructional outcomes are addressed in the planned assessments.	All the learning outcomes have a method for assessment.	Students participate in designing assessments for their own work.
	Assessments lack criteria.	Assessment criteria are vague.	Assessment types match learning expectations.	Educator-designed assessments are authentic, with real-world application as appropriate.
	No formative assessments have been designed.	Plans refer to the use of formative assessments, but they are not fully developed.	Plans indicate modified assessments when they are necessary for some students.	Students develop rubrics according to educator-specified learning objectives.
	Assessment results do not affect future plans.	Assessment results are used to design lesson plans for the whole class, not individual students.	Assessment criteria are clearly written.	Students are actively involved in collecting information from formative assessments and provide input.
	Educator gives no indication of what high-quality work looks like.	There is little evidence that the students understand how their work will be evaluated.	Lesson plans indicate possible adjustments based on formative assessment data.	Students clearly understand the characteristics of high-quality work, and there is evidence that students have helped establish the evaluation criteria.
	Educator makes no effort to determine whether students understand the lesson.	Educator monitors understanding through a single method, or without eliciting evidence of understanding from students.	Educator makes the standards of high-quality work clear to students.	Monitoring of student understanding is sophisticated and continuous and makes use of strategies to elicit information about individual student understanding.
	Students receive no feedback, or feedback is global or directed to only one student.	Feedback to students is vague and not oriented toward future improvement of work.	Educator elicits evidence of student understanding.	Students monitor their own understanding, either on their own initiative or as a result of tasks set by the educator.
	Educator does not ask students to evaluate their own or classmates' work.	Educator makes only minor attempts to engage students in self- or peer assessment	Students are invited to assess their own work and make improvements; most of them do so.	
	English learners and students with special needs receive no accommodations and are left to struggle.		Feedback includes specific and timely guidance, at least for groups of students.	

APPENDIX G-3: Step 2 Educator Self-reflection

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

Directions: This self-assessment tool is intended to be used in conjunction with the California Standards for the Teaching Profession, which provides established criteria for each element of the CSTP's.

Initial Self-Assessment				Mid-Year Assessment				End-of-Year Assessment			
Date:				Date:				Date:			
Ineffective	Developing	Effective	Innovating	Ineffective	Developing	Effective	Innovating	Ineffective	Developing	Effective	Innovating

Notes/Evidence	Notes/Evidence:	Notes/Evidence:

APPENDIX G-4: Step 3 Collaborative Goal Setting Conference

La Mesa-Spring Valley School District

Leading Effective Educator Practice (LEEP): Professional Growth Plan

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

Step 3: Collaborative Goal Setting Conference

Prior to Meeting	During Meeting
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)	- 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:				
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?

APPENDIX G-4: Step 3 Collaborative Goal Setting Conference

- 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)				

APPENDIX G-5: Step 4 Mid-Year Check-in Conference

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

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

Step 4: Mid-year Check-in Conference

Directions:
- 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:		☐ Sufficient Progress Made	
		☐ 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)				

APPENDIX G-5: Step 4 Mid-Year Check-in Conference

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:		☐ Sufficient Progress Made	
		☐ 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:

APPENDIX G-6: Step 5 Year End Annual Growth Summary Conference

La Mesa-Spring Valley School District

Leading Effective Educator Practice (LEEP): Professional Growth Plan

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

Step 5: Year End Annual Growth Summary Conference

Prior to Meeting:	During Meeting
Educator and Administrator individually reflect on the progress made during the year and come prepared to share during the meeting.	- 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	List Sources of Evidence Reviewed	Identify Progress Toward Goals	Next Steps
Goal #1:		☐ Sufficient Progress Made	
		☐ Sufficient Progress Not Made	

APPENDIX G-6: Step 5 Year End Annual Growth Summary Conference

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)			

Progress Toward Goals	List Sources of Evidence	Identify Progress Toward Goals	Next Steps
Goal #2:		☐ Sufficient Progress Made	
		☐ 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:

APPENDIX H-1 Public Complaint Form- Employee

Public Complaint Form - Employee

Date Received: _____

Date Employee Notified: _____

Location/Site: _____

Manager: _____

La Mesa-Spring Valley School District

Public Charges

Employee

Complainants(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 Charges

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:

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.*

MOU 1

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 2

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

Memorandum of Understanding Physical Assault

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

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

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

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

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

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

Tina Sardina, Assistant Superintendent, Human Resources

Date

For the Teachers Association

Date

TA
JH
BSL
3/17/16

MOU 3

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 3

Page 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: y

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Emily Scheitlin
Bargaining Chair
LMSVTA